

PHILIPPINE COAST GUARD

SUPPLY AND DELIVERY OF ONE (1) YEAR SPARE PARTS FOR SMALL BOATS AND OUTBOARD MOTOR (OBM) INTENDED FOR CG DISTRICTS AND MAJOR COMMANDS FOR LOT- 3 AND 4 (REBIDDING)

Government of the Republic of the Philippines

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF ONE (1) YEAR SPARE PARTS FOR SMALL BOATS AND OUTBOARD MOTORS (OBM) INTENDED FOR CG DISTRICTS AND MAJOR COMMANDS FOR LOT 3 AND 4 (REBIDDING)

1. The Philippine Coast Guard through the General Appropriations Fund for CY 2021 intends to apply the total sum of **Four Million One Hundred Forty-Six Thousand Two Hundred Ten Pesos (PhP4,146,210.00)** being the total ABC to payments under the contract for the Supply and Delivery of One (1) Year Spare Parts for Small Boats and Outboard Motors (OBM) intended for CG Districts and Major Commands for LOT 3 and 4 with breakdown as follows:

Lot No.	DESCRIPTION	QTY	ABC PER LOT		
SPARE PARTS FOR OUTBOARD MOTORS (OBM)					
3.	OBM Spare Parts for Suzuki	One (1) Lot	One Hundred Twenty-Three Thousand Three Hundred Fifty Pesos (PhP123,350.00)		
4.	OBM Spare Parts for Evinrude	One (1) Lot	Four Million Twenty-Two Thousand Eight Hundred Sixty Pesos (PhP4,022,860.00)		

Bids received in excess of the ABC shall be automatically rejected at bid opening.

- 2. The Philippine Coast Guard now invites bids for the above Procurement Project. Delivery of the Goods is required based on the delivery schedule provided under Section VI (Schedule of Requirements) of this Bidding Documents commencing from the date of receipt of the Notice to Proceed. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- 4. Interested bidders may obtain further information from the *Coast Guard Procurement Service* and inspect the Bidding Documents at the address given below from Monday to Friday during office hours 8:00 AM to 5:00 PM. except non-working days (i.e. Saturday and Sunday), legal holiday, or special non-working holiday, or other nonworking days duly declared by the President, Governor, Mayor or other Government Official authorized to make such declaration.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on **07 October 2021 to 03 November 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents pursuant to the latest Guidelines issued by the GPPB in accordance with the following schedule:

ABC Range	Cost of the Sale of Bidding Documents
More than PhP500,000.00 to PhP1,000,000.00	PhP500.00
More than PhP1,000,000.00 to PhP5,000,000.00	PhP5,000.00

Note: The cost of the bidding documents that the bidders have to pay shall be based on the total ABC that the bidder shall participate and submit its bid.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or through email*.

- 6. The *Philippine Coast Guard* will hold a Pre-Bid Conference at its physical address located at the National Headquarters Philippine Coast Guard (NHQ-PCG) Conference Room, 2F Admin Building, 139 25th Street. Port Area, Manila 1018 and through video conferencing/webcasting via zoom (**ZOOM ID: 717 723 7932** and **Password: PCG-BAC**) on **18 October 2021, 09:00 AM** which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **03 November 2021, 09:00 AM**. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on **03 November 2021, 09:00 AM onwards** at the given address below at the **National Headquarters Philippine Coast Guard (NHQ-PCG) Conference Room, 2F Admin Building, 139 25th Street, Port Area, 1018 Manila,**

Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. Bidders shall bear all costs associated with the preparation and submission of their bids, and the Philippine Coast Guard will in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Bidders should note that the Philippine Coast Guard will accept bids only from those that have paid the applicable fee for the Bidding Documents.

The Philippine Coast Guard assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of their bids.

In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005 - Tie-Breaking Method, the Bids and Awards Committee (BAC) shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is "DRAW LOTS," in the event that two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final bidder having the LCRB, based on the following procedures:

- a) In alphabetical order, the bidders shall pick one rolled paper.
- b) The lucky bidder who would pick the paper with a "CONGRATULATIONS" remark shall be declared as the final bidder having the LCRB and recommended for award of the contract.
- 11. The Philippine Coast Guard reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

MR. BRYAN S. BIGALBAL, CE

Head, Coast Guard Procurement Service Coast Guard Procurement Service National Headquarters Philippine Coast Guard 139 25th Street, Port Are, South Harbor, 1018 Manila

Contact Number: : (+63) 967 249 1551 or (+63) 949 829 2292

Email Address: procurement@coastguard.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph and www.coastguard.gov.ph

(07 October 2021)

CG RADM ROLANDO LIZOR N PUNZALAN JR

BAC Chairman



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Philippine Coast Guard wishes to receive Bids for the Supply and Delivery of One (1) Year Spare Parts for Small Boats and Outboard Motors (OBM) Intended for CG Districts and Major Commands with identification number IB No. 2021-031.

The Procurement Project (referred to herein as "Project") is composed of six (6) lots 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 General Appropriations Fund for CY 2021 in the amount of *Four Million One Hundred Forty-Six Thousand Two Hundred Ten Pesos* (*PhP4*,146,210.00) with breakdown as follows:

Lot No.	DESCRIPTION	QTY	ABC PER LOT		
SPARE PARTS FOR OUTBOARD MOTORS (OBM)					
3.	OBM Spare Parts for Suzuki	One (1) Lot	One Hundred Twenty-Three Thousand Three Hundred Fifty Pesos (PhP123,350.00)		
4.	OBM Spare Parts for Evinrude	One (1) Lot	Four Million Twenty-Two Thousand Eight Hundred Sixty Pesos (PhP4,022,860.00)		

2.2. The source of funding is the General Appropriations Act.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least twenty-five percent (25%) of the ABC, with details as follows:

Lot No.	DESCRIPTION	MINIMUM AMOUNT OF THE SLCC
3.	OBM Spare Parts for Suzuki	PhP30,837.50
4.	OBM Spare Parts for Evinrude	PhP1,005,715.00

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

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as state herein, but in no case more than twenty percent (20%) of the Project.
- 7.2. The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address located at the Philippine Coast Guard Conference Room, 2F Admin Building, 139, 25th St., Port Area, 1018 Manila and through video conferencing/webcasting via zoom (**ZOOM ID: 717 723 7932** and **Password: PCG-BAC**) on **18 October 2021, 10:00 AM** as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

Supply and Delivery of One (1) Year Spare Parts for Small Boats and Outboard Motor (OBM) Intended for CG Districts and Major Commands for LOT – 3 and 4 (Rebidding)

- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - 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 **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for one hundred twenty (120) calendar days from the date of the Opening and Preliminary Examination of Bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.
 - In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.
- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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



Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause				
5.3	For this purpose, contracts similar to the Project shall be: a. Supply and Delivery of OBM Spare Parts b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.			
7.1	No portion of the contract shall be sub-contracted.			
12	The price of the Goods shall be quoted DDP <i>Guard Surface Support Force</i> , <i>Pier 13</i> , <i>South Harbor</i> , <i>Port Area</i> , <i>Manila</i> or the applicable International Commercial Terms (INCOTERMS) for this Projects.			
14.1	The bid security shall be in the form of a Bid Securing Decithe following forms and amounts: LOT			
	Commercial Bank, if issued by a foreign bank [at least Two Percent (2%) of the ABC] 3. OBM Spare Parts			
	for Suzuki 4. OBM Spare Parts for Evinrude PhP2,467 PhP80,457.20	PhP6,167.50 PhP201,143.00		

19.3	Partial bids are allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award. In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.					
	LOT PARTICULA	RS UNIT	QTY	MINIMUM		
	NR 3. OBM Spare Parts f Suzuki	or 1	Lot	PhP123,350.00		
	OBM Spare Parts f Evinrude	or 1	Lot	PhP4,022,860.00		
20.2	The bidder having the Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB) shall submit within a non-extendible period of five (5) calendar days from the BAC Notice as the LCB/SCB, the following: 1. In case the bidder has just submitted the Class "A" Legal eligibility requirements and Audited Financial Statement (AFS), a valid PhilGEPS Registration Certificate; 2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); In accordance with Executive Order (E.O.) No. 398, Revenue Regulation (R.R.) No. 03-2005 and Revenue Memorandum Circular (RMC) 16 – 2005, the above-mentioned tax returns shall refer to the following: 2.1. Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and 2.2. Latest Business Tax Returns shall refer to the Value Added Tax (VAT) or Percentage Tax filed and paid covering the previous six (6) months					
21.2	before the date of Submission, Receipt, Opening & Preliminary Examination of Bids. In addition to the submission of a Performance Securing Declaration or any of the allowable forms of Performance Security provided under Section 39.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, the bidder having the Lowest/Single Calculated Responsive Bid shall submit a Certificate of No Pending Case within ten (10) calendar days from receipt of the Notice of Award (NOA).					
21.2						



Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV** (**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.

Supply and Delivery of One (1) Year Spare Parts for Small Boats and Outboard Motor (OBM) Intended for CG Districts and Major Commands for LOT – 3 and 4 (Rebidding)

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

- 6.1. 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.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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



Section V. Special Conditions of Contract

Special Conditions of Contract

	Special Conditions of Contract				
GCC Clause					
	Delivery and Documents –				
	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:				
	For Goods supplied from abroad:				
	The delivery terms applicable to the Contract are DDP delivered aboard Coast Guard Surface Support Force, Pier 13, South Harbor, Port Area, Manila. In accordance with INCOTERMS."				
	For Goods supplied from within the Philippines: The delivery terms applicable to this Contract are delivered aboard Coast Guard Surface Support Force, Pier 13, South Harbor, Port Area, Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."				
Delivery of the Goods shall be made by the Supplier in accordance witterms specified in Section VI (Schedule of Requirements).					
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is:				
	CG CAPT PAOLO Z ABEJUELA (Msc) Deputy Chief of Staff for Ships and Aircraft Engineering, CG-10 Philippine Coast Guard YMCA Building, Ermita Manila Email: cg10@coastguard.gov.ph Contact Number: (+63)917-84-250-5038				
	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.

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 and storage, 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 or DDP, Goods are to be transported on carriers of Philippine registry. In the event that 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 transi other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Supplier 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 claim of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.	of sil		
2.2	The terms of payment shall be as follows:			
	□ No advance payment is allowed.			
	Payment shall be made upon delivery of every items ordered upon submission of the invoices describing the goods delivered, subject to accounting and auditing rules and procedures			
	Payment shall be provided based on the following schedule:			
	99% of the costs of the items completely delivered per lot subject to the Philippine Coast Guard's acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing and all conditions of the contract are complied with.			
	1% Retention of the items delivered to be paid after three (3) months from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted (issuance of a Certificate of No Patent and Latent Defects).			
	OR			
	100% of the costs of the items completely delivered per lot that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to the Philippine Coast Guard's acceptance (issuance of the IAR) in writing of the items described in this Contract and upon submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total contract price valid for three (3) months from issuance of the IAR.			
4	The inspections and tests that will be conducted are follows:			

- The inspection and test shall be conducted at the Coast Guard Surface Support Force, Pier 13, South Harbor, Port Area, Manila by the end-user and the Technical Inspection and Acceptance Committee (TIAC).
- Only items in conformity with the required quantity and technical specifications shall be accepted.



Section VI. Schedule of Requirements

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

Lot	DESCRIPTION	PART NUMBER	QTY	Unit	DELIVERED,
No.					WEEKS/MONTHS
3	B2. One (1) Year OBM	Spare Parts Supply for	Suzuki		
	Filter Assy, Oil	16510-96J10-000	10	Pcs	
	Zinc Set, Protection	55320-95311-000	8	Pcs	
	Plug Spark (LARGE)	09482-00649-000	20	Pcs	
	Impeller, Water Pump	17461-90J01-000	10	Pcs	W.1. G. (0)
	Fuel Filter	15410-92J00-000	10	Pcs	Within Sixty (60)
	Anode Protection	55321-87J01-000	10	Pcs	calendar days from
	O-Ring D:19, ID:21.8	09280-22019-000	12	Pcs	the date of receipt by the winning
	Anode Protection	55321-93J01-000	10	Pcs	supplier of the NTP.
	Anode Set, Clamp Backet	55320-94900-000	8	Pcs	supplier of the IVIF.
	Thermostat, Water 71 DEG	17670-90J10-000	10	Pcs	
	Gasket (9.5X16.5X2)	09168-10034-000	10	Pcs	
	Gasket (12.5X20X2.5)	09168-12012-000	8	Pcs	
	Fuse (15A)	09481-15501-000	20	Pcs	
	Fuse, 30A	09481-30504-000	20	Pcs	
	Fuse, 60A	09481-60403-000	20	Pcs	
4	B3. One (1) Year OBM S				
	Filter Oil	707000246	120	Pcs	
	Wear Ring	420956744	40	Pcs	Within Sixty (60)
	Oil 4T 12X1 Blend Quart	267000419	20	Pcs	calendar days from
	XPS Lube	293600121	120	Pcs	the date of receipt
	Filter Fuel	293600016	20	Pcs	by the winning
	Angled Bearing	270600113	40	Pcs	supplier of the NTP.
	Oil Seal	267000900	10	Pcs	
	Impeller Shaft	293200089	20	Pcs	
	Circlip	267000388	10	Pcs	
	Oil Seal	293370038	20	Pcs	
	Spacer	271002071	20	Pcs	
	Injector	271001393	20	Pcs	
	Ignition Coil Assy	420874000	5	Pcs	
	Oil Pump Cover	420666142	5	Pcs	
	Oil Pump Shaft	420811851	10	Pcs	

Oil Pump Motor 16MM	420837543	10	Pcs	
Oil Pump Cover	420956675	10	Pcs	
Pump Shaft Assy	420811591	10	Pcs	
Carbon Ring Kit	420837472	10	Pcs	
Ball Bearing with Bellow Assy	295501197	5	Pcs	
Start/Stop Switch Kit	420832648	5	Pcs	
Engine Wiring Harness Assy	295501137	23	Pcs	
Wiring Harness Main	420964082	1	Pc	
Steering Harness	278003706	1	Pc	
Oil Extractor	278003559	1	Pc	
Deep Socket	3/8 Drive 16MM	15	Pcs	
Oil Filter	E10 3/8	20	Pcs	
Star Allen	T30Torx 3/8 Drive	20	Pcs	

Conforme:		
[Signature of the Authorized Rep.]	[in the capacity of] of Authorized Rep.	l (Please indicate position)
Duly authorized to sign Bid for and on name of company)	behalf of	(Please indicate



Section VII. Technical Specifications

Technical Specifications

Name of Project: Supply and Delivery of One (1) Year Spare Parts for the Small Boats and Outboard Motor (OBM) intended for Coast Guard Districts and Major Commands **Description** Lot **Part Number** Unit Please indicate **Oty** either "COMPLY" No. or "NOT **COMPLY**" Lot 3 - One (1) Year OBM Spare Parts Supply for 3 Suzuki Filter Assy, Oil 16510-96J10-000 10 Pcs Zinc Set, Protection 55320-95311-000 8 Pcs Plug Spark (LARGE) 09482-00649-000 20 Pcs Impeller, Water Pump 17461-90J01-000 10 Pcs Statement of Fuel Filter 15410-92J00-000 10 Pcs Compliance: Anode Protection 55321-87J01-000 10 Pcs O-Ring D:19, ID:21.8 09280-22019-000 12 Pcs Anode Protection 55321-93J01-000 10 Pcs Anode Set, Clamp 55320-94900-000 8 Pcs Backet **Brand Offered:** Thermostat, Water 71 17670-90J10-000 10 Pcs DEG Gasket (9.5X16.5X2) 09168-10034-000 10 Pcs 09168-12012-000 Gasket (12.5X20X2.5) 8 Pcs Fuse (15A) 09481-15501-000 20 Pcs 09481-30504-000 Fuse, 30A 20 Pcs Fuse, 60A 09481-60403-000 20 Pcs Lot 4 - One (1) Year OBM Spare Parts Supply for 4 **Evinrude** Filter Oil 707000246 120 Pcs Wear Ring 420956744 40 Pcs Oil 4T 12X1 Blend 267000419 Pcs 20 Statement of Quart Compliance: XPS Lube 293600121 120 Pcs Filter Fuel 293600016 20 Pcs **Angled Bearing** 40 Pcs 270600113

10

20

10

20

20

Pcs

Pcs

Pcs Pcs

Pcs

Brand Offered:

267000900

293200089

267000388

293370038

271002071

Oil Seal

Circlip

Oil Seal

Spacer

Impeller Shaft

Ш	a a t a m	271001393	20	Pcs	
I.a.	ector		5		
	nition Coil Assy	420874000	5	Pcs	
	l Pump Cover	420666142	1	Pcs	
	l Pump Shaft	420811851	10	Pcs	
	l Pump Motor 16MM	420837543	10	Pcs	
	l Pump Cover	420956675	10	Pcs	
	mp Shaft Assy	420811591	10	Pcs	
	rbon Ring Kit	420837472	10	Pcs	
	all Bearing with ellow Assy	295501197	5	Pcs	
Sta	art/Stop Switch Kit	420832648	5	Pcs	
En As	igine Wiring Harness	295501137	23	Pcs	
W	iring Harness Main	420964082	1	Pc	
	eering Harness	278003706	1	Pc	
	l Extractor	278003559	1	Pc	
	eep Socket	3/8 Drive 16MM	15	Pcs	
	l Filter	E10 3/8	20	Pcs	
	ar Allen	T30Torx 3/8 Drive	20	Pcs	
	The supplier shall process of the su	resent the brand-new			Statement of
 2. 3. 	The supplier shall properties an Original Equation to the Portine Supplier of the Supplier of the Supplier of the Supplier of the Portine Supplier of the Supp	resent the brand-new uipment Manufactu CG authorized represerust inform PCG east seven (7) days delivery place/site. ed representatives seck on the requirement	arer entative aut prior shall out listed	(OEM) . horized to the conduct above.	Compliance:
1. 2. 3.	The supplier shall pran Original Equation to the Portification to the Po	resent the brand-new uipment Manufactu CG authorized represerust inform PCG east seven (7) days delivery place/site. ed representatives seck on the requirement	arer entative aut prior shall out listed	(OEM) . horized to the conduct above.	v
1. 2. 3. Pa	The supplier shall prant original Equation to the Pour The supplier management of goods at delivery of goods at de	resent the brand-new uipment Manufactu CG authorized represerust inform PCG east seven (7) days delivery place/site. ed representatives seck on the requirement	arer entative aut prior shall out listed	(OEM) . horized to the conduct above.	Compliance:

period shall be automatically (6) months after the expiration period.	1		
• The said defective parts/item ninety (90) days from the rece	-		
	·		
[Signature of the Authorized Rep.]	[in the capacity of] (Please indicate position of Authorized Rep.)		
Duly authorized to sign Bid for and of (Please indicate name of company)	on behalf of		



Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

Each Bidder shall submit one (1) original and six (6) copies of the first and second components of its bid through their duly authorized representatives.

All envelopes shall:

- a. contain the name of the contract to be bid in **capital letters**;
- b. bear the name and address of the Bidder in capital letters;
- c. be addressed to the BAC with the following details:

BIDS AND AWARDS COMMITTEE (BAC) PHILIPPINE COAST GUARD – NATIONAL HEADQUARTERS

- d. bear the specific identification of this bidding process; and
- e. bear a warning "**DO NOT OPEN BEFORE...**" the date and time for the opening of bids.

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

a) Valid and updated Philippine Government Electronic Procurement System (PhilGEPS) Platinum Certificate of Registration and Membership in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184, Provided that all of the eligibility documents submitted to PhilGEPS are maintained and updated;

OR

In case any of the eligibility documents submitted to PhilGEPS is not updated, combination of a PhilGEPS Platinum Certificate of Registration and Membership, with any of the valid/updated Class "A" Eligibility Documents shall be submitted:

- 1. Securities and Exchange Commission (SEC) Registration Certificate for corporations, partnerships and/or joint ventures, Department of Trade and Industry (DTI) Registration Certificate for sole proprietorship, or Cooperative Development Authority (CDA) Registration Certificate for cooperatives; **AND/OR**
- 2. Valid 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.

In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for the renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of R.A. 9184; **AND/OR**

- 3. Valid Tax Clearance Certificate per Executive Order (E.O.) No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); **AND/OR**
- 4. Latest Audited Financial Statements (AFS), stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year. In case the AFS for the preceding calendar year is not yet available, said AFS should not be earlier than two (2) years from the deadline for the Submission and Receipt of Bids.

OR;

In lieu of the PhilGEPS Platinum Certificate of Registration and Membership. bidders shall submit all of the proceeding valid and/or updated Class "A" Eligibility Documents; Provided that the bidder having the LCB/SCB submit/s a valid and updated PhilGEPS Platinum Certificate of Registration and Membership within five (5) calendar days from receipt of the BAC notice of the LCB/SCB during the post-qualification process

- 1. SEC Registration Certificate for corporations, partnerships and/or joint ventures, DTI Registration Certificate for sole proprietorship, or CDA Registration Certificate for cooperatives;
- 2. Valid 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.
 - In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for the renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of R.A. 9184;
- 3. Valid Tax Clearance Certificate per Executive Order (E.O.) No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); **AND**
- 4. Latest AFS stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year. In case the AFS for the preceding calendar year is not yet available, said AFS should not be earlier than two (2) years from the deadline for the Submission and Receipt

of Bids.

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.

The Statement of all On-going Government and Private Contracts shall indicate for each contract, the following:

- name of the contract;
- date of the contract:
- contract period;
- owner's name and address;
- kinds of goods;
- amount of contract and value of outstanding contracts; and
- date of delivery (please state estimated date of delivery)

For purposes of post-qualification, the bidders are required to submit copies of the Notices of Award (NOA), Contract/Purchase Order and Notice to Proceed (NTP) for all on-going government contracts. On the other hand, for on-going private contracts, bidders shall submit a copy of its contract and/or other equivalent documents of the NOA and NTP, if any.

Non-submission of copies of the NOA, Contract/Purchase Order and NTP on the deadline for the Submission and Receipt of Bids shall not be a ground for the bidder's disqualification. However, the bidder having the Lowest/Single Calculated Bid shall be requested by the Technical Working Group (TWG) to provide copies of the aforesaid documents as part of the verification and validation process during post-qualification.

□ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid and completed within the last five (5) years commencing from the deadline for the Submission and Receipt of Bids amounting to at least twenty-five percent (25%) of the ABC, detailed as follows:

Lot No.	DESCRIPTION	MINIMUM AMOUNT OF THE SLCC
3.	OBM Spare Parts for Suzuki	PhP30,837.50
4.	OBM Spare Parts for Evinrude	PhP1,005,715.00

The statement identifying the Single Largest Completed Contract (SLCC) shall indicate the following:

- (a) name of the contract;
- (b) date of the contract;
- (c) contract duration;

- (d) owner's name and address:
- (e) kinds of goods;
- (f) amount of completed contracts, adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requirement;
- (h) date of delivery (actual date of delivery for the single largest completed contract); and
- (i) end user's acceptance or official receipt(s) or sales invoice issued for the contract, Notice to Proceed and Purchase Order which shall be attached to the statement of SLCC.

The bidder's SLCC similar to the contract to be bid should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.

For purposes of post-qualification, bidders are required to attach the following in its submitted Statement Identifying the SLCC:

- a. If the contracting party is a Procuring Entity:
 - a.1. Entire set of the Contract, Purchase Order or Memorandum of Agreement;
 - a.2. NOA; and
 - a.3. NTP
- b. If the contracting party is a private company:
 - b.1. Entire set of the Contract, Purchase Order or other equivalent document.

Bidders are also required to Include in the aforesaid Statement of All On-going Government and Private Contracts and Statement Identifying the SLCC the following information:

- a) Contact Person; and
- b) Contact Details (telephone/fax/cellphone number and/or email address)
- Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission, based on the following schedule:

LOT	DESCRIPTION	d)	Cash, cashier's/	f)	Surety Bond,
NO.			manager's check		callable upon
			issued by a		demand issued by
			Universal or		a surety or
			Commercial		insurance company
			Bank;		duly certified by
					the Insurance
					Commission
		e)	Bank draft/		authorized to issue
			guarantee or		said security
			irrevocable letter		specific for the
			of credit issued		project
			by a Universal or		

		Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	[at least Five Percent (5%) of the ABC]
3	OBM Spare Parts	[at least Two Percent (2%) of the ABC] PhP2,467.00	PhP6,167.50
	for Suzuki	1 111 2, 107 100	6,161.66
4	OBM Spare Parts for Evinrude	PhP80,457.20	PhP201,143.00

OR;

Original copy of Notarized Bid Securing Declaration; and

Original duly signed Omnibus Sworn Statement (OSS);

- ☐ (e) Conformity with the Schedule of Requirements; and
- (f) Conformity with the Technical Specifications; and
- and if applicable, Original Special Power of Attorney for sole proprietorships, Notarized Secretary's Certificate/Board Partnership Resolution in case of a corporation, partnership, or cooperative; or Original

Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent

the Bidder.

(g)

Reminder: If the prospective bidder's representative who will attend the Submission, Receipt, Opening and Preliminary Examination of Bids is different from the authorized representative to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, then the prospective bidder can include the name/s of said representative in the above-mentioned proofs of authorization (e.g., original copy of the duly notarized Secretary's Certificate for corporations, Board/Partnership Resolution for partnerships, corporations, and/or joint ventures or an original copy of the Special Power of Attorney for sole proprietorships, whichever is applicable)

Financial Documents

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.

Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.

Each partner of the joint venture shall submit their respective valid and updated PhilGEPS Platinum Certificate of Registration and Membership in accordance with Section 8.5.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

In case any of the eligibility documents submitted to PhilGEPS by any of the partners of the joint venture is not updated, a combination of a valid PhilGEPS Platinum Certificate of Registration and Membership, with any of the valid/updated Class "A" Eligibility Documents shall be submitted:

- SEC Registration Certificate for corporations, partnerships and/or joint ventures; DTI Registration Certificate for sole proprietorship; or CDA Registration Certificate for cooperatives;
- Valid 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;
- Valid Tax Clearance Certificate; and
- Latest AFS, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.

In the event that one of the partners of the joint venture does not have a valid and updated PhilGEPS Platinum Certificate of Registration and Membership, then it shall submit the following eligibility documents:

- SEC Registration Certificate for corporations, partnerships and/or joint ventures; DTI Registration Certificate for sole proprietorship; or CDA Registration Certificate for cooperatives;
- Valid 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;
- Valid Tax Clearance Certificate; and
- Latest AFS, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.

The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: *Provided*, That the partner

responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

24 FINANCIAL COMPONENT ENVELOPE

(a) Original of duly signed and accomplished Financial Bid Form;

And

(b) Original of duly signed and accomplished Price Schedule(s).

All financial bids shall be rounded up to two (2) decimal places.

ADDITIONAL REQUIREMENTS TO BE COMPLIED BY THE WINNING SUPPLIER:

Within ten (10) calendar days from receipt of the Notice of Award (NOA), the winning supplier shall submit a Performance Securing Declaration or any form of Performance Security in accordance with the following schedule pursuant to Section 39 of the 2016 Revised IRR of R.A. 9184 which shall be denominated in Philippine Pesos, posted in favor of the Philippine Coast Guard and shall remain valid until issuance by the Philippine Coast Guard of the Certificate of Final Acceptance, to wit:

- a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;
- b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank

[at least Two Percent (5%) of the Contract Price]

c) Surety Bond, callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission authorized to issue said security specific for the project

[at least Thirty Percent (30%) of the Contract Price]

The end-user or implementing units shall be responsible in monitoring the validity of the performance security. In case, the winning supplier submits a Performance Securing Declaration, the end-user or implementing unit can request the winning supplier to replace the submitted Performance Securing Declaration with any of the above-mentioned allowable forms during contract implementation.



Section IX. Bidding Forms

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DID EODM

Date:		
	ntification N	

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of of agent Curren	ncy, Commission or gratuity
	- -
(if none, state "None")]	_

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

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

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

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

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

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

For Goods Offered From Abroad [shall be submitted with the Bid if bidder is offering goods from Abroad]

Kindly supply the required information in the spaces provided. Do not forget to indicate the "Country of Origin" of the goods offered.

Any alteration to any of the terms and conditions contained in the document may cause your disqualification except if said alteration or revision is a result of a Supplemental/Bid Bulletin.

Name of Bidder	Invita	tion to Bid Number		Page	of	
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Lot Nr	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (Specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
3	One (1) Year OBM Spare Parts Supply for Suzuki							
	Filter Assy, Oil PN: 16510-96J10-000		10 pcs					
	Zinc Set, Protection PN: 55320-95311-000		8 pcs					
	Plug Spark (LARGE) PN: 09482-00649-000		20 pcs					
	Impeller, Water Pump PN: 17461-90J01-000		10 pcs					
	Fuel Filter PN: 15410-92J00-000		10 pcs					
	Anode Protection PN: 55321-87J01-000		10 pcs					
	O-Ring D:19, ID:21.8 PN: 09280-22019-000		12 pcs					
	Anode Protection PN: 55321-93J01-000		10 pcs					
	Anode Set, Clamp Backet PN: 55320-94900-000		8 pcs					
	Thermostat, Water 71 DEG PN: 17670-90J10-000		10 pcs					
	Gasket (9.5X16.5X2) PN: 09168-10034-000		10 pcs					
	Gasket (12.5X20X2.5) PN: 09168-12012-000		8 pcs					
	Fuse (15A) PN: 09481-15501-000		20 pcs					
	Fuse, 30A PN: 09481-30504-000		20 pcs					
	Fuse, 60A PN: 09481-60403-000		20 pcs					

One (1) Year OBM Spare Parts Supply for Evinrude		
Filter Oil PN: 707000246	120 pcs	
Wear Ring PN: 420956744	40 pcs	
Oil 4T 12X1 Blend Quart PN: 267000419	20 pcs	
XPS Lube PN: 293600121	120 pcs	
Filter Fuel PN: 293600016	20 pcs	
Angled Bearing PN: 270600113	40 pcs	
Oil Seal PN: 267000900	10 pcs	
Impeller Shaft PN: 293200089	20 pcs	
Circlip PN: 267000388	10 pcs	
Oil Seal PN: 293370038	20 pcs	
Spacer PN: 271002071	20 pcs	
Injector PN: 271001393	20 pcs	
Ignition Coil Assy PN: 420874000	5 pcs	
Oil Pump Cover PN: 420666142	5 pcs	
Oil Pump Shaft PN: 420811851	10 pcs	
Oil Pump Motor 16MM PN: 420837543	10 pcs	
Oil Pump Cover PN: 420956675	10 pcs	
Pump Shaft Assy PN: 420811591	10 pcs	
Carbon Ring Kit PN: 420837472	10 pcs	
Ball Bearing with Bellow Assy PN: 295501197	5 pcs	
Start/Stop Switch Kit PN: 420832648	5 pcs	
Engine Wiring Harness Assy PN: 295501137	23 pcs	
Wiring Harness Main PN: 420964082	1 pc	
Steering Harness PN: 278003706	1 pc	
Oil Extractor PN: 278003559	1 pc	
Deep Socket PN: 3/8 Drive 16MM	15 pcs	
Oil Filter PN: E10 3/8	20 pcs	
Star Allen PN: T30Torx 3/8 Drive	20 pcs	

[Signature of the Authorized Rep.]	[in the capacity of] (Please indicate position	of Authorized Rep.)]
Duly authorized to sign Bid for and on beh	alf of	
(Please indicate name of company)		
*RIDDERS SHALL NOT ALTER THIS	SFORM	

For Goods Offered From Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

Kindly supply the required information in the spaces provided. Do not forget to indicate the "Country of Origin" of the goods offered. Prospective bidders have the option to indicate the appropriate amount, "0" or "Not Applicable (N/A)" for columns 6, 7 and 8. Any alteration to any of the terms and conditions contained in the document may cause your disqualification except if said alteration or revision is a result of a Supplemental/Bid Bulletin.

Name	of Bidder Invitation to Bid N	umber Pag	e _ of	<u>-</u> .				
Lot Nr	Description One (1) Year OBM Spare Parts Supply for Suzuki	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (Specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
	Filter Assy, Oil PN: 16510-96J10-000		10 pcs					
	Zinc Set, Protection PN: 55320-95311-000		8 pcs					
	Plug Spark (LARGE) PN: 09482-00649-000		20 pcs					
	Impeller, Water Pump PN: 17461-90J01-000		10 pcs					
	Fuel Filter PN: 15410-92J00-000		10 pcs					
	Anode Protection PN: 55321-87J01-000		10 pcs					
	O-Ring D:19, ID:21.8 PN: 09280-22019-000		12 pcs					
	Anode Protection PN: 55321-93J01-000		10 pcs					
	Anode Set, Clamp Backet PN: 55320-94900-000		8 pcs					
	Thermostat, Water 71 DEG PN: 17670-90J10-000		10 pcs					
	Gasket (9.5X16.5X2) PN: 09168-10034-000		10 pcs					
	Gasket (12.5X20X2.5) PN: 09168-12012-000		8 pcs					
	Fuse (15A) PN: 09481-15501-000		20 pcs					
	Fuse, 30A PN: 09481-30504-000		20 pcs					
	Fuse, 60A PN: 09481-60403-000		20 pcs					
4	One (1) Year OBM Spare Parts Supply for Evinrude							
	Filter Oil PN: 707000246		120					
ı			***	1		1		1

Wear Ring PN: 420956744	40 pcs	
Oil 4T 12X1 Blend Quart PN: 267000419	20 pcs	
XPS Lube PN: 293600121	120	
AI S Lube I IV. 293000121	pcs	
Filter Fuel PN: 293600016	20 pcs	
Angled Bearing PN: 270600113	40 pcs	
Oil Seal PN: 267000900	10 pcs	
Impeller Shaft PN: 293200089	20 pcs	
Circlip PN: 267000388	10 pcs	
Oil Seal PN: 293370038	20 pcs	
Spacer PN: 271002071	20 pcs	
Injector PN: 271001393	20 pcs	
Ignition Coil Assy PN: 420874000	5 pcs	
Oil Pump Cover PN: 420666142	5 pcs	
Oil Pump Shaft PN: 420811851	10 pcs	
Oil Pump Motor 16MM PN: 420837543	10 pcs	
Oil Pump Cover PN: 420956675	10 pcs	
Pump Shaft Assy PN: 420811591	10 pcs	
Carbon Ring Kit PN: 420837472	10 pcs	
Ball Bearing with Bellow Assy PN: 295501197	5 pcs	
Start/Stop Switch Kit PN: 420832648	5 pcs	
Engine Wiring Harness Assy PN: 295501137	23 pcs	
Wiring Harness Main PN: 420964082	1 pc	
Steering Harness PN: 278003706	1 pc	
Oil Extractor PN: 278003559	1 pc	
Deep Socket PN: 3/8 Drive 16MM	15 pcs	
Oil Filter PN: E10 3/8	20 pcs	
Star Allen PN: T30Torx 3/8 Drive	20 pcs	

[Signature of the Authorized Rep.]	[in the capacity of] (Please indicate position	of Authorized Rep.)]
Duly authorized to sign Bid for and on behalf of		_
(Please indicate name of company)		_
*DIDDEDCCHALL NOT ALTED THICEOD	A / T	

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the

GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

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

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

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPI	
	ic for and in City of, Philippines, thi _, 20, personally appeared:
NAME	ID ISSUED AT/ON
consisting of () pa written and acknowledged before and that of the Corporation/Sole	be the same person who execute the foregoing instrument ges, including the page whereon the acknowledgments is the me that the same is his/her free and voluntary act and deed Proprietorship he/she represents. NOTARIAL SEAL, at the place and on the date first above
Doc No; Page No; Book No; Series of 20	

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

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

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

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

- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. Select one, delete the rest:

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examining all of the Bidding Documents;
 - b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquiring or securing a Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the

criminal liability for Swindling unfaithfulness or abuse of confid payment received by a person or deliver certain goods or services, to	e contract shall be sufficient grounds to constitute g (Estafa) or the commission of fraud with ence through misappropriating or converting any entity under an obligation involving the duty to the prejudice of the public and the government of 315 of Act No. 3815 s. 1930, as amended, or the
IN WITNESS WHEREOF, I have he, Philippines.	ereunto set my hand this day of, 20 at
	Bidder's Representative/Authorized Signatory
of execution], Philippines. Affiant/s is/are by me through competent evidence of it Practice (A.M. No. 02-8-13-SC). Affiant/s	before me this day of [month] [year] at [place e personally known to me and was/were identified dentity as defined in the 2004 Rules on Notarial s exhibited to me his/her [insert type of government otograph and signature appearing thereon with no. day of [month] [year].
Dec. No.	NAME OF NOTARY PUBLIC Serial No. of Commission Notary Public for until Roll of Attorneys No PTR No [date issued], [place issued] IBP No [date issued], [place issued]
Doc. No Page No	
Book No	
Series of	

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES)	
CITY OF) S.S

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

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

I/We, the undersigned, declare that:

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

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

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

SUBSCRIBED AND SWORN to before me this _ of execution], Philippines. Affiant/s is/are personally known	wn to me and was/were identified
by me through competent evidence of identity as define	ed in the 2004 Rules on Notarial
Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me	his/her [insert type of government
identification card used], with his/her photograph and sign	nature appearing thereon, with no.
issued on at	
Witness my hand and seal this day of [month] [year].
·	
NAME OF NOTARY	Y PUBLIC
Serial No. of Commis	sion
	until
· · · · · · · · · · · · · · · · · · ·	
	e issued], [place issued]
	e issued], [place issued]
Doc. No	
Page No	
Book No	
Series of	

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

Kindly supply the required information in the spaces provided.

Name of Bidder ______. Invitation to Bid Number ___. Page of ____.

Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Date of Delivery (Please indicate estimated date of delivery)	Amount of Contract	Value of Outstandi ng Contracts
Contracts:							
racts:							
					Total		
horized to s	sign Bid for	r and on beh	-	pacity of			
,	the Contract Contracts: racts: re of the Authorized to see	the Contract Contracts: racts: re of the Authorized R horized to sign Bid for	the Contract Duration Address Contracts: racts: re of the Authorized Rep. J	the Contract Duration Name and Address Person and Contact Details (Tel./Cell No. and/or Email Address) Contracts:	the Contract Duration Name and Address Person and Contact Details (Tel./Cell No. and/or Email Address)	the Contract Duration Name and Address Person Goods Contact Details Contact Contact Contact Contact Contact Contact Contact Contracts: Contracts:	the Contract Duration Name and Address Address Goods Goods Goods Goods Contract Contract Indicate estimated Goods G

NOTE:

The aforesaid statement should include those contracts awarded but not yet started.

Further, bidders should indicate "None" or "No On-going Government and/or Private Contracts" if they do not have any on-ongoing government and/or private contracts in the corresponding rows and/or column, including contracts awarded but not yet started, whether similar or not similar in nature and complexity to the contract to be bid.

STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT

Kindly supply the required information in the spaces provided.

Kinds Amount of of Contract Goods adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requireme nt;
(Please indicate position

62

Bidders shall submit and attach a copy of the end-user's acceptance or official receipt(s) or

sales invoice.

NFCC COMPUTATION

Kindly supply the required information in the spaces provided.

Name of I	Bidder _	Invitation to Bid Number Page of _				
	LOT NO.	DESCRIPTIO	N	ABC		
	3. 4.	OBM Spare Parts for S OBM Spare Parts for E		PhP123,350.00 PhP4,022,860.00		
<u>L</u>			VIIII GGG	1111 1,022,000.00		
		DETAILS		AMOUNT		
	Curre	nt Assets				
			Minus			
	Curre	nt Liabilities				
		Difference of Current Assets and Current Liabilities				
		N	Iultiplied by			
K Total (Product)			15			
	(Product)					
	Minus					
	outsta includ	value of all anding contracts, ding those awarded but et started				
Total NFCC (NFCC Computation				
-		Authorized Rep.] [in t. zed Rep.)]	he capacity (of] (Please indicate position		
Duly auth	orized	to sign Bid for and on be name of company)	half of			

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

REPRE [Insert Signato	DDER'S AUTHORIZED SENTATIVE] ory's Legal Capacity] Affiant
SUBSCRIBED AND SWORN to before me this day of <i>execution</i>], Philippines. Affiant/s is/are personally known to me by me through competent evidence of identity as defined in the Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [identification card used], with his/her photograph and signature ap issued on at	e and was/were identified 2004 Rules on Notarial insert type of government
Witness my hand and seal this day of [month] [year].	
NAME OF NOTABY BYDY	T.C.
NAME OF NOTARY PUBL Serial No. of Commission	
Notary Public for un	
Roll of Attorneys No	
PTR No[date issued]	
IBP No[date issued]	-
Doc. No Page No Book No Series of	

DIAGRAM FOR THE SEALING AND MARKING OF THE BID ENVELOPES

