



PHILIPPINE COAST GUARD

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
	6
Section I. Invitation to Bid	6
	10
Section II. Instructions to Bidders	10
1.	12
2.	12
3.	12
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.	11
4.	12
5.	12
6.	13
7.	13
8.	13
9.	13
10.	14
11.	14
12.	14
13.	15
14.	15
15.	15
16.	16
17.	16
18.	16
19.	16
20.	17
21.	17
	17
Section III. Bid Data Sheet	17
	20
Section IV. General Conditions of Contract	20
1.	22
2.	22
3.	22

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**

4. 22

5. 23

6. 23

23

Section V. Special Conditions of Contract

23

27

Section VI. Schedule of Requirements

27

Section VII. Technical Specifications

28

Section VIII. Checklist of Technical and Financial Documents

39

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**

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.”

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

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])

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

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 projects 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

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**



Section I. Invitation to Bid

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

1. The Philippine Coast Guard through the **General Appropriations Fund for CY-2024** intends to apply the total sum of **Nine Million One Hundred Seven Thousand Six Hundred Fifty-Seven and 07/100 Pesos (PhP9,107,657.07)** being the total ABC to payments under the contract for the **Supply and Delivery of Prescribed Marine Growth Prevention Chemical of the Existing Yunishell System Intended for Ten (10) 44meter MRRVs (Rebidding)** with breakdown as follows:

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 non-working 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 **30 May 2024 to 18 June 2024** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents pursuant to the latest Guidelines issued by the GPPB in the amount of **Ten Thousand Pesos (PhP10,000.00)**.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

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** through video conferencing/webcasting via zoom (**ZOOM ID: 717 723 7932** and **Password: PCG-BAC**) on **06 June 2024, 01:00 PM** 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 **18 June 2024, 01:00 PM**. 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 **18 June 2024, 01:00 PM 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.

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**

12. For further information, please refer to:

CG CDR BENEDICTO C BARTOLOME

Commander, Coast Guard Procurement Service
Coast Guard Procurement Service
National Headquarters Philippine Coast Guard
2F, Mary Bachrach Building 1, 23rd St. Cor A.C
Delgado St. Port Area, 1018 Manila
Contact Number: (+63) 956-578-7067
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

(30 May 2024)

CG RADM HOSTILLO ARTURO E CORNELIO
BAC Chairperson

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**



Section II. Instructions to Bidders

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

1. Scope of Bid

The Procuring Entity, Philippine Coast Guard wishes to receive Bids **Supply and Delivery of Prescribed Marine Growth Prevention Chemical of the Existing Yunishell System Intended for Ten (10) 44meter MRRVs (Rebidding)** with identification number **IB No. 2024-012.**

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot. 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 2024** in the amount of **Nine Million One Hundred Seven Thousand Six Hundred Fifty-Seven and 07/100 Pesos (PhP9,107,657.07)**

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.

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

- 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:

DESCRIPTION	MINIMUM AMOUNT OF THE SLCC
Supply and Delivery of Prescribed Marine Growth Prevention Chemical of the Existing Yunishell System Intended for Ten (10) 44meter MRRVs (Rebidding)	PhP2,276,914.27

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

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.
- 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 through video conferencing/webcasting via zoom (**ZOOM ID: 717 723 7932** and **Password: PCG-BAC**) on **06 June 2024, 01:00 PM** which shall be open to prospective bidders 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.

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

- 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 tradable 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.

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

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 may be. 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

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

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**.

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**



Section III. Bid Data Sheet

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

Bid Data Sheet

ITB Clause							
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Supply and Delivery of Marine Growth Prevention Chemical</p> <p>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>						
7.1	No portion of the contract shall be subcontracted.						
12	The price of the Goods shall be quoted DDP <i>Coast Guard Fleet, Pier 13, South Harbor, Port Area, Manila</i> or the applicable International Commercial Terms (INCOTERMS) for these Projects.						
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table><tr><td>PARTICULARS</td><td><p>a) Cash, cashier’s/ manager’s check issued by a Universal or Commercial Bank;</p><p>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</p><p>[at least Two Percent (2%) of the ABC]</p></td><td><p>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</p><p>[at least Five Percent (5%) of the ABC]</p></td></tr><tr><td>Supply and Delivery of Prescribed Marine Growth Prevention Chemicals of the Existing Yunishell System Intended for Ten</td><td>PhP182,153.14</td><td>PhP455,382.85</td></tr></table>	PARTICULARS	<p>a) Cash, cashier’s/ manager’s check issued by a Universal or Commercial Bank;</p> <p>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</p> <p>[at least Two Percent (2%) of the ABC]</p>	<p>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</p> <p>[at least Five Percent (5%) of the ABC]</p>	Supply and Delivery of Prescribed Marine Growth Prevention Chemicals of the Existing Yunishell System Intended for Ten	PhP182,153.14	PhP455,382.85
PARTICULARS	<p>a) Cash, cashier’s/ manager’s check issued by a Universal or Commercial Bank;</p> <p>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</p> <p>[at least Two Percent (2%) of the ABC]</p>	<p>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</p> <p>[at least Five Percent (5%) of the ABC]</p>					
Supply and Delivery of Prescribed Marine Growth Prevention Chemicals of the Existing Yunishell System Intended for Ten	PhP182,153.14	PhP455,382.85					

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

	(10) 44meter MRRVs (Rebidding)			
19.3	<p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>The Project shall be awarded as One Project having several items that shall be awarded as one contract.</p>			
20.2	<p>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 its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);</p> <p>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:</p> <p>2.1. Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and</p> <p>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 before the date of Submission, Receipt, Opening & Preliminary Examination of Bids.</p>			
21.2	<p>In addition to the submission of a Performance Security in any of the allowable forms 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).</p>			

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**



Section IV. General Conditions of Contract

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

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.

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.

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

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.

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**



Section V. Special Conditions of Contract

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**

Special Conditions of Contract

GCC Clause	
	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad:</i></p> <p>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.”</p> <p><i>For Goods supplied from within the Philippines:</i> 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.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p>CG CAPT LAUREL PAUL N MARIANO JR (ASC) Deputy Chief of Staff for Ships and Aircraft Engineering, CG-10 Philippine Coast Guard 161 A Port Area Bonifacio Drive, 652 Zone 068, Manila, 1018 Metro Manila Email: cg10@coastguard.gov.ph Contact Number: (+63)917-84-250-5038</p>
	<p>Packaging –</p> <p>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.</p>

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**

	<p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p> <p>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.</p> <p>Transportation –</p> <p>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.</p> <p>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.</p> <p>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.</p>
--	--

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other 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.</p> <p>Intellectual Property Rights –</p> <p>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.</p>
2.2	<div style="border: 1px solid black; padding: 5px;"> <p>The terms of payment shall be as follows:</p> <ul style="list-style-type: none"> <input type="checkbox"/> No advance payment is allowed. <input type="checkbox"/> Payment shall be made upon delivery of every item ordered upon submission of the invoices describing the goods delivered, subject to accounting and auditing rules and procedures <p>Payment shall be provided based on the following schedule:</p> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>99% of the costs of the items completely delivered 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.</p> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>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).</p> </div> <p align="center" style="margin: 10px 0;">OR</p> <div style="border: 1px solid black; padding: 5px;"> <p>100% of the costs of the items completely delivered; Provided 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.</p> </div>
4	<p>The inspections and tests that will be conducted are follows:</p> <ul style="list-style-type: none"> ● The inspection and test shall be conducted at the Coast Guard Fleet, 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.

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

	<ul style="list-style-type: none">• The PCG authorized representative shall conduct judicious physical check on the requirement specified above to validate the composition and the physical/chemical properties of the items and verify whether the packaging is tightly sealed and not tampered.• The SUPPLIER shall replace the items if sealed containers are damaged and/or broken within fifteen (15) calendar days from receipt of notice.
--	---

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)



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.

Item Number	Description	Quantity	Delivered, Weeks/Months
1	SUPPLY AND DELIVERY OF THE PRESCRIBED MARINE GROWTH PREVENTION CHEMICALS OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)	1	The total number of days of delivery shall not exceed Sixty (60) calendar days after receipt of NTP

[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)

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)



Section VII. Technical Specification

Supply and Delivery of Prescribed Marine Growth Prevention Chemical of the Existing Yunishell System Intended for Ten (10) 44meter MRRVs			
ITEM	TECHNICAL SPECIFICATIONS	STATEMENT OF COMPLIANCE	
		<i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>	
Requirements:			
Item		QTY	UNIT
			Statement of Compliance: (please indicate either “Comply” or

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

			<div>“Not Comply”</div> <div></div> <div>Brand Offered: (please indicate the brand offered if applicable):</div> <div></div>																																								
<div>Supply and Delivery of the Prescribed Marine Growth Prevention Chemicals of the Existing Yunishell System Intended for Ten (10) 44meter MRRVs (Rebidding)</div> <div><table><tr><th colspan="4">Composition/Information on Ingredients/ Substance/ Mixture</th></tr><tr><th>COMPONENTS</th><th>wt%</th><th>CAS No.</th><th>CHEMICAL FORMULA</th></tr><tr><td>Acetic Acid</td><td>1-10</td><td>64-19-7</td><td>-</td></tr><tr><td>Ethylene glycol</td><td>1-10</td><td>107-21-1</td><td>C2H6O</td></tr><tr><td>Surfactant</td><td>20-30</td><td>-</td><td>-</td></tr><tr><td>Other</td><td>Under 1</td><td>-</td><td>-</td></tr><tr><td>Water</td><td>balance</td><td>-</td><td>-</td></tr></table><table><tr><th colspan="2">Physical and Chemical Properties</th></tr><tr><td>Appearance</td><td>Pale yellow liquid</td></tr><tr><td>Odor</td><td>Irritating odor</td></tr><tr><td>Specific Gravity</td><td>0.98g/cm3</td></tr><tr><td>Solubility in water</td><td>Soluble</td></tr><tr><td>pH</td><td>6.3</td></tr></table></div>	Composition/Information on Ingredients/ Substance/ Mixture				COMPONENTS	wt%	CAS No.	CHEMICAL FORMULA	Acetic Acid	1-10	64-19-7	-	Ethylene glycol	1-10	107-21-1	C2H6O	Surfactant	20-30	-	-	Other	Under 1	-	-	Water	balance	-	-	Physical and Chemical Properties		Appearance	Pale yellow liquid	Odor	Irritating odor	Specific Gravity	0.98g/cm3	Solubility in water	Soluble	pH	6.3	280	15kg/ Container	
Composition/Information on Ingredients/ Substance/ Mixture																																											
COMPONENTS	wt%	CAS No.	CHEMICAL FORMULA																																								
Acetic Acid	1-10	64-19-7	-																																								
Ethylene glycol	1-10	107-21-1	C2H6O																																								
Surfactant	20-30	-	-																																								
Other	Under 1	-	-																																								
Water	balance	-	-																																								
Physical and Chemical Properties																																											
Appearance	Pale yellow liquid																																										
Odor	Irritating odor																																										
Specific Gravity	0.98g/cm3																																										
Solubility in water	Soluble																																										
pH	6.3																																										

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

	Chief ingredient	Positive ion surface-active agent			
Additional Requirements:					
A. Delivery Terms: <ol style="list-style-type: none"> Project Completion Period: - Within sixty (60) calendar days from receipt of Notice to Proceed. Project Delivery Site: Aboard Coast Guard Fleet, Pier 13, South Harbor Port Area Manila. 					
B. During Post Qualification: <p>The bidder having the Lowest or Single Calculated Bid (L/SCB) shall present the original copy of the submitted documents for verification and validation in accordance with the Implementing Rules and Regulations (IRR) of RA 9184.</p>					
C. Inspection and Acceptance: <ol style="list-style-type: none"> The SUPPLIER shall inform PCG's authorized representatives (The concerned end-user and the Technical Inspection and Acceptance Committee) at least seven (7) calendar days prior to the delivery place/site. The SUPPLIER shall ensure that the delivered items meet the specific quality standard to comply with agreed specifications and quantity. The PCG authorized representative shall conduct judicious physical check on the requirement specified above to validate the composition and the physical/chemical properties of the items and verify whether the packaging is tightly sealed and not tampered. The SUPPLIER shall replace the items if sealed containers are damaged and/or broken within fifteen (15) calendar days from receipt of notice. The SUPPLIER shall present all the delivered items with the Certificate of Authenticity as per technical specification issued by the manufacturer. 					
C. Product Life: <p>The delivered items must not expire within one (1) year from the delivery date.</p>					
D. Payment: <p>Payment should be made after the completion and acceptance of the Supply and Delivery of Prescribed Marine Growth Prevention Chemical of the Existing Yunishell System Intended for Ten (10) 44meter MRRV's (Rebidding).</p>					

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

<p>E. Other Requirements to be submitted by the Bidder during Bid Submission and Opening:</p> <p>The Bidder must be authorized to supply and deliver the Prescribed Marine Growth Prevention Chemical of the Existing Yunishell System Intended for Ten (10) 44meter MRRVs. (Rebidding) In this regard, a Certificate of Distributorship must be submitted together with the technical component of the bid as part of the First (1st) Bid Envelope</p> <p>The Bidder must secure a Safety Product Sheet of their proposed product that complied to the required technical specification.</p>	
<p align="center">x-x-x-x-x-x-x Nothing Follows x-x-x-x-x-x-x</p>	

[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)



Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in **two (2) separate sealed bid envelopes (first envelope is for technical component; second envelope is for financial component)**. Both envelopes shall be packaged and contained in **one sealed main envelope**.

Bidders shall submit a total of seven (7) main envelopes (one original, six copies). However, failure of the Bidders to submit additional envelopes shall not be a ground for disqualification.

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) Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the 2016 Revised IRR of RA No. 9184,

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

Provided that all of the eligibility documents submitted to PhilGEPS are maintained and updated in accordance with GPPB Resolution No. 15-2021;

The PhilGEPS Certificate of Platinum Registration and Membership in accordance with Section 8.5.2 of the 2016 revised IRR of RA No. 9184 shall contain the following caveat to reflect that through the submission of said Certificate, the Bidder certifies:

- a) the authenticity, genuineness, validity, and completeness of the copy of the original eligibility documents submitted;
- b) the veracity of the statements and information contained therein;
- c) that the Certificate is not a guaranty that the named registrant will be declared eligible without first being determined to be such for that particular bidding nor is it evidence that the same has passed the post-qualification stage; and
- d) that any finding of concealment, falsification, or misrepresentation of any of the eligibility documents submitted, or the contents thereof shall be a ground for disqualification of the Bidder from further participation in the bidding process, without prejudice to the imposition of appropriate administrative, civil and criminal penalty in accordance with the laws.

It shall likewise state that for the purpose of updating the said Certificate, all Class “A” Eligibility Documents covered by Section 8.5.2 of the 2016 revised IRR of RA No. 9184 supporting the veracity, authenticity and validity of the Certificate shall remain current and updated, and that failure by the prospective bidder to update its Certificate with the current and updated Class “A” Eligibility Documents covered by the afore-cited Section of the same IRR shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class “A” Eligibility Documents has been updated.

During the conduct of post-qualification, bidders are likewise requested to submit copies of the following:

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;
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.

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

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:

Description	Minimum Amount of the SLCC
Supply and Delivery of Prescribed Marine Growth Prevention	PhP2,276,914.27

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

Chemical of the Existing Yunishell System Intended for Ten (10) 44meter MRRVs (Rebidding)	
---	--

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)

- ☐ (d) 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:

DESCRIPTION	a) Cash, cashier's/ manager's check issued by a	c) Surety Bond, callable upon demand issued by a surety or insurance
-------------	---	--

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

	<p>Universal or Commercial Bank;</p> <p>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</p> <p>[at least Two Percent (2%) of the ABC]</p>	<p>company duly certified by the Insurance Commission authorized to issue said security specific for the project</p> <p>[at least Five Percent (5%) of the ABC]</p>
Supply and Delivery of Marine Growth Prevention Chemical intended for Ten (10) 44 Meter MRRV's	PhP182,153.14	PhP455,382.85

OR:

- ☐ Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original 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.

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

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

- ☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

Bidders must submit a computation of its NFCC, which must be at least equal to the sum of the ABC to be bid.

The minimum amount of the NFCC computation is at least **PhP9,107,657.07**

NFCC = [(Current assets 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.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the total ABC to be bid if issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

The amount of the committed line of credit must be at least in the total amount of **PhP910,765.71**

Class "B" Documents

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

- (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.

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 Security in any allowable forms 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;	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
b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however,	

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

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]	[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.

Section IX. Bidding Forms

TABLE OF CONTENTS

BID FORM	37
PRICE SCHEDULES.....	39
CONTRACT AGREEMENT.....	41
OMNIBUS SWORN STATEMENT	44
BID SECURING DECLARATION.....	46
STATEMENT OF ALL ON-GOING CONTRACTS.....	48
STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT.....	49
NFCC COMPUTATION.....	50
DIAGRAM FOR THE SEALING AND MARKING OF BIDS.....	60

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**

BID FORM

Date: _____
Project Identification No. _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of agent Currency, Commission or gratuity

(if none, state "None")/

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

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

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

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**

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: _____

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN
(10) 44METER MRRVs (REBIDDING)**

**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 _____. Invitation to Bid Number __. Page . of ____.

Items				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 Delivere d Duty Unpaid (DDU)	Unit price Delivere d Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
Marine Growth Preventive Chemical					280 Pails					
Composition/Information on Ingredients/ Substance/ Mixture										
COMPONENTS	wt%	CAS No.	CHEMICAL FORMULA							

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

[illegible]

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN
(10) 44METER MRRVs (REBIDDING)**

[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)

***BIDDERS SHALL NOT ALTER THIS FORM**

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN
(10) 44METER MRRVs (REBIDDING)**

**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 Number _____. 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 Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)																
1	<div>Marine Growth Preventive Chemical</div> <div>Composition/Information on Ingredients/ Substance/ Mixture</div> <table><tr><th>COMPONENTS</th><th>wt%</th><th>CAS No.</th><th>CHEMICAL FORMULA</th></tr><tr><td>Acetic Acid</td><td>1~10</td><td>64-19-7</td><td>-</td></tr><tr><td>Ethylene glycol</td><td>1~10</td><td>107-21-1</td><td>C2H6O</td></tr><tr><td>Surfactant</td><td>20~30</td><td>-</td><td>-</td></tr></table>	COMPONENTS	wt%	CAS No.	CHEMICAL FORMULA	Acetic Acid	1~10	64-19-7	-	Ethylene glycol	1~10	107-21-1	C2H6O	Surfactant	20~30	-	-		280 Pails						
COMPONENTS	wt%	CAS No.	CHEMICAL FORMULA																						
Acetic Acid	1~10	64-19-7	-																						
Ethylene glycol	1~10	107-21-1	C2H6O																						
Surfactant	20~30	-	-																						

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN
(10) 44METER MRRVs (REBIDDING)**

	Other	Under 1	-	-							
	Water	balance	-	-							
	Physical and Chemical Properties										
	Appearance	Pale yellow liquid									
	Odor	Irritating odor									
	Specific Gravity	0.98g/cm3									
	Solubility in water	Soluble									
	pH	6.3									
	Chief ingredient	Positive ion surface-active agent									

[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)

***BIDDERS SHALL NOT ALTER THIS FORM**

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**

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**

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

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

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

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

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

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in City of _____, Philippines, this
_____ day of _____, 20____, personally appeared:

NAME

ID ISSUED AT/ON

known to me and known to be the same person who execute the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his/her free and voluntary act and deed and that of the Corporation/Sole Proprietorship he/she represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 20____.

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**

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;**

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

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.

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

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.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined 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 signature appearing thereon with no. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

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 _____

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**

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

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined 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 signature appearing thereon, with no. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

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 _____

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**

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 ____.

Name of the Contract	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 Outstanding Contracts
Government Contracts:								
Private Contracts:								
Total								

[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)

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.

**SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE
EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)**

STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT

Kindly supply the required information in the spaces provided.

Name of Bidder _____. Invitation to Bid Number __. Page of ____.

Name of the Contract	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	Amount of Contract adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requirement;	Date of Delivery (Please indicate actual date of delivery)

[Signature of the Authorized Rep.]
of Authorized Rep.]]

[in the capacity of] (Please indicate position

Duly authorized to sign Bid for and on behalf of _____
(Please indicate name of company)

NOTE:

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

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

NFCC COMPUTATION

Kindly supply the required information in the spaces provided.

Name of Bidder _____, Invitation to Bid Number __, Page, of ____.

DESCRIPTION	ABC
Supply and Delivery of Prescribed Marine Growth Prevention Chemical of the Existing Yunishell System Intended for Ten (10) 44meter MRRVs (Rebidding)	Php9,107,567.07

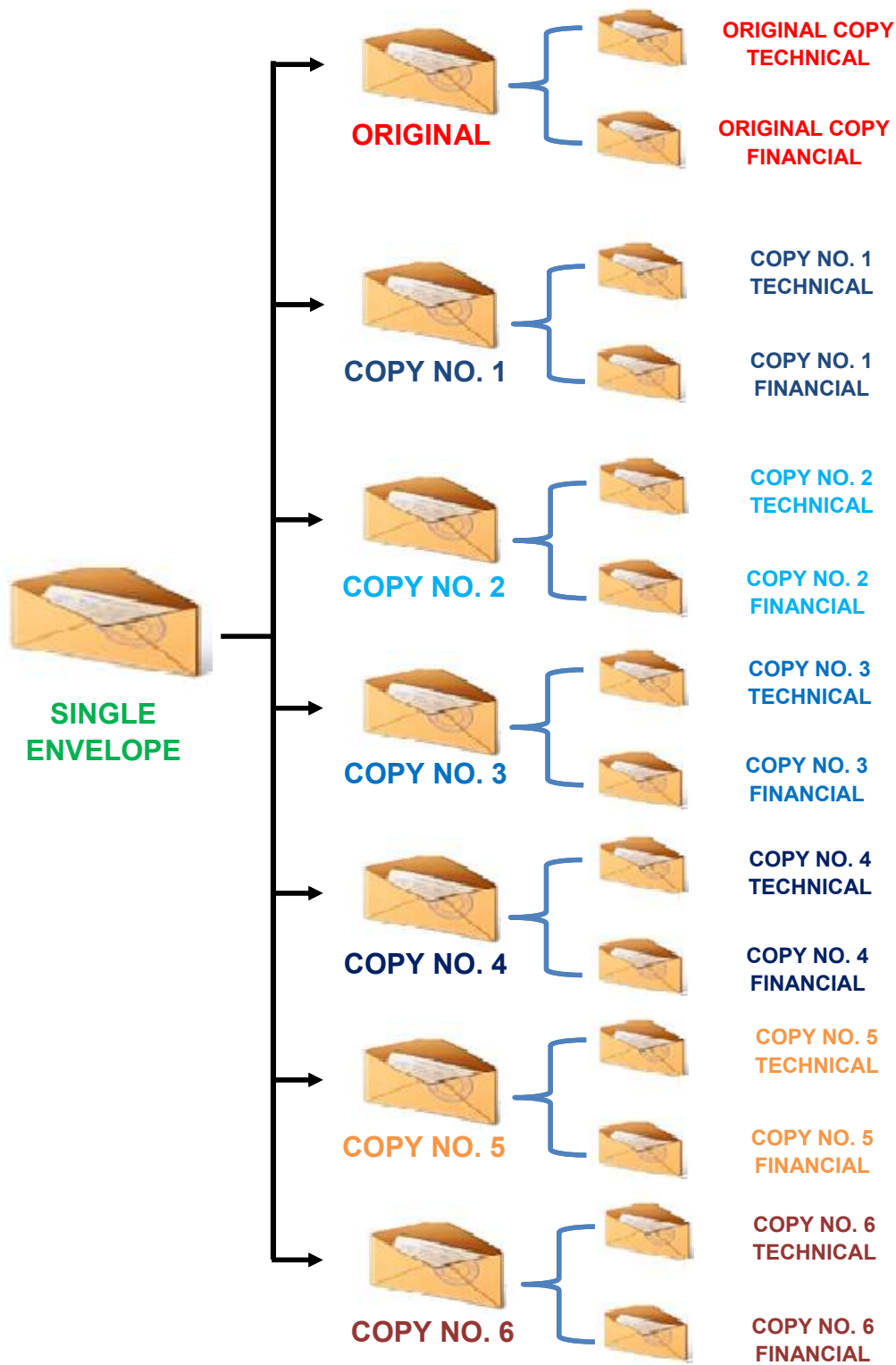
DETAILS	AMOUNT
Current Assets	
Minus	
Current Liabilities	
Difference of Current Assets and Current Liabilities	
Multiplied by	
K	15
Total (Product)	
Minus	
Total value of all outstanding contracts, including those awarded but not yet started	
Total NFCC Computation	

[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)

SUPPLY AND DELIVERY OF PRESCRIBED MARINE GROWTH PREVENTION CHEMICAL OF THE EXISTING YUNISHELL SYSTEM INTENDED FOR TEN (10) 44METER MRRVs (REBIDDING)

DIAGRAM FOR THE SEALING AND MARKING OF BIDS





REPUBLIC OF THE PHILIPPINES

PHILIPPINE COAST GUARD

139 25th Street, South Harbor, Port Area, 1018 Manila

Republic of the Philippines



Government Procurement Policy Board