

# PHILIPPINE COAST GUARD

# COMMISSIONING AND RETROFITTING OF BRP AMAZING GRACE

Government of the Republic of the Philippines

Sixth Edition

### **Table of Contents**

	ry of Acronyms, Terms, and AbbreviationsError! ark not defined.
Section	I. Invitation to BidError!
Bookm	ark not defined.
	II. Instructions to BiddersError!
Bookm	ark not defined.
1.	Scope of Bid
	Error! Bookmark not defined.
2.	Funding   Information     Error! Bookmark not defined.
3.	Bidding Requirements
	Error! Bookmark not defined.
4.	Corrupt, Fraudulent, Collusive, and Coercive PracticesError! Bookmark not
define	
5.	Eligible Bidders
-	Error! Bookmark not defined.
6.	Origin of Goods Error! Bookmark not defined.
7.	Subcontracts <b>Error! Bookmark not defined.</b>
8.	Pre-Bid Conference
0.	Error! Bookmark not defined.
9.	Clarification and Amendment of Bidding Documents Error! Bookmark not defined.
10.	Documents comprising the Bid: Eligibility and Technical Components
10.	Error! Bookmark not defined.
11.	Documents comprising the Bid: Financial Component Error! Bookmark not defined.
12.	Bid Prices Error! Bookmark not defined.
13.	Bid and Payment Currencies
	Error! Bookmark not defined.
14.	Bid Security
	Error! Bookmark not defined.
15.	Sealing and Marking of Bids Error! Bookmark not defined.
16.	Deadline for Submission of Bids

	<b>VIII. Checklist of Technical and Financial Documents</b> Error! Bookmark not defined.
•••••	Error! Bookmark not defined.
Section	
Section	VI.         Schedule         of         Requirements          Error! Bookmark not defined.
	ark not defined.
	V. Special Conditions of ContractError!
	mark not defined.
6.	Liability of the Supplier Error!
5. <b>Book</b> i	Warranty Error! mark not defined.
-	Error! Bookmark not defined.
4.	Inspection and Tests
3. <b>Book</b> i	Performance Security Error! mark not defined.
2	Error! Bookmark not defined.
2.	Advance Payment and Terms of Payment
1. <b>Book</b> i	Scope of Contract Error! mark not defined.
	ark not defined.
	IV. General Conditions of ContractError!
Bookm	ark not defined.
Section	III. Bid Data SheetError!
21.	Signing of the Contract Error! Bookmark not defined.
	Error! Bookmark not defined.
20.	Error! Bookmark not defined. Post-Qualification
19.	Detailed Evaluation and Comparison of Bids
18.	Domestic Preference
17.	Opening and Preliminary Examination of Bids Error! Bookmark not defined.

### Glossary of Acronyms, Terms, and Abbreviations

 $\boldsymbol{ABC}-\boldsymbol{Approved}$  Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA -** Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

- **CPI** Consumer Price Index.
- DDP Refers to the quoted price of the Goods, which means "delivered duty paid."

**DTI** – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

NGA – National Government Agency.

**PhilGEPS -** Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure 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



### Section I. Invitation to Bid

### INVITATION TO BID FOR THE COMMISSIONING AND RETROFITTING OF BRP AMAZING GRACE

- 1. The Philippine Coast Guard through the CG10 IMF CY-2025 intends to apply the total sum of Forty-Five Million Pesos Only (Php 45,000,000.00), being the total ABC to payments under the contract for the Commissioning and Retrofitting of BRP AMAZING GRACE. 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 nondiscretionary "*pass/fail*" criterion as specified in Section 59 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009 and the contract shall be awarded to the bidder who was identified as the Lowest or Single Calculated and Responsive Bid (L/SCRB).

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. 11981 or the "Tatak Pinoy (Proudly Filipino) Act,"** 

- 4. Interested bidders may obtain further information from the *Coast Guard Procurement Service* and inspect the Bidding Documents at the address given below from Monday to Friday during office hours 8:00 AM to 5:00 PM. except non-working days (i.e. Saturday and Sunday), legal holiday, or special non-working holiday, or other nonworking days duly declared by the President, Governor, Mayor or other Government Official authorized to make such declaration.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 27 May 2025 to 16 June 2025 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents pursuant to the latest Guidelines issued by the GPPB in the amount of Twenty-Five Thousand Pesos (PhP25,000.00).

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.

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 **04 June 2025, 1:00 PM onwards** at the National Headquarters Philippine Coast Guard (NHQ-PCG) Flag Officer's Lounge, 139 25<sup>th</sup> Street. Port Area, Manila 1018 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 **16 June 2025**, **1:00 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 16 June 2025, 1:00 PM onwards at the given address below at the National Headquarters Philippine Coast Guard (NHQ-PCG) Conference Room, 2F Admin Building, 139 25<sup>th</sup> 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 nondiscretionary 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 **Section 70 of RA 12009 and its IRR**, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

#### COMMISSIONING AND RETROFITTING OF BRP AMAZING GRACE

#### **CAPT BENEDICTO C BARTOLOME PCG**

Commander, Coast Guard Procurement Service Coast Guard Procurement Service National Headquarters Philippine Coast Guard 139 25<sup>th</sup> Street, Port Are, South Harbor, 1018 Manila Contact Number: (+63) 967 249 1551 or (+63) 949 829 2292 Email Address: procurement@coastguard.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: <u>www.philgeps.gov.ph</u> and <u>www.coastguard.gov.ph</u>

27 May 2025

#### RADM HOSTILLO ARTURO E CORNELIO PCG BAC Chairperson



### Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, Philippine Coast Guard wishes to receive Bids for Commissioning and Retrofitting of BRP AMAZING GRACE with identification number **IB No. 2025-021.** 

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 2025 in the amount of Forty-Five Million Pesos Only (Php 45,000,000.00).
- 2.2. The source of funding is the General Appropriations Act.

#### **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of **RA 12009 and its IRR**, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

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

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

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Section 52.4.1.3 of the IRR of RA 12009, 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 fifty percent (50%) of the ABC or not less than the amount of Twenty-Two Million Five Hundred Thousand Pesos Only (Php 22,500,000.00).
- 5.4. The Bidders shall comply with the eligibility criteria under Section 52.4.1 of the IRR of RA 12009.

#### 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 for this Project on the specified date and time at its physical address located at the Philippine Coast Guard Conference Room, 2F Admin Building, 139, 25th St., Port Area, 1018 Manila as indicated in paragraph 6 of the **IB**.

#### 9. Clarification and Amendment of Bidding Documents

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.

#### COMMISSIONING AND RETROFITTING OF BRP AMAZING GRACE

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 79.6 of the IRR of RA 12009.**
- 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 60.2 of the IRR of RA 12009.

#### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers

registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

#### **13.** Bid and Payment Currencies

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

#### 14. Bid Security

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

#### **15.** Sealing and Marking of Bids

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

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

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

#### **16.** Deadline for Submission of Bids

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

#### **17.** Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under **Section 58 IRR of RA 12009** shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 59 of the IRR of RA 12009.

#### **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 79 of the IRR of RA 12009.** 

#### **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 61.2 of the IRR of RA 12009.
- 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 52.4.1.4 of the IRR of RA 12009. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to **Section 52.4.1.5 of the IRR of RA 12009**, 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 all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the BDS.

#### 21. Signing of the Contract

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



### Section III. Bid Data Sheet

ITB Clause					
5.3	<ul> <li>For this purpose, contracts similar to the Project shall be:</li> <li>a. Drydocking and Other Related Repairs.</li> <li>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>				
7.1	No portion of the co	ntract shall be subcontracted	d.		
12	The price of the Goods shall be quoted DDP at the winning bidder's owned and/or with JVA exclusive Dry-Docking facility with valid and updated MARINA Certificate of at least Class B Ship Building and Ship Repair (SBSR) Facilities.				
14.1	The bid security sha the following forms		ecuring Declaration, or any of		
	PARTICULARS	<ul> <li>a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;</li> <li>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</li> </ul>	<ul> <li>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</li> <li>[at least Five Percent (5%) of the ABC]</li> </ul>		
	Commissioning	[at least Two Percent (2%) of the ABC]			
	and Retrofitting of BRP AMAZING GRACE	PhP 900,000.00	PhP 2,250,000.00		

### **Bid Data Sheet**

19.3	The Project shall be awarded as One Project having several items that shall be awarded as one contract. 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.
20.1	<ul> <li>No additional licenses and permits shall be required to be submitted by the bidder having the Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB).</li> <li>NOTE:</li> <li>Within five (5) calendar days from receipt by the LCB/SCB, said bidder shall submit the following:</li> <li>1. All the eligibility documents supporting its PhilGEPS Certificate of</li> </ul>
	<ul> <li>Registration (Platinum Membership); and</li> <li>2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payments System (EFPS) for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bids.</li> </ul>
21.2	<ul> <li>In addition to the submission of a Performance Security in any of the following allowable forms provided under Section 68 of the IRR of R.A. 12009, 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).</li> <li>a) Cashier's Check or Manager's Check issued by a bank; or</li> <li>b) Irrevocable Standby Letter of Credit issued by a bank; Provided that that if issued by a foreign bank, it shall be confirmed by a local bank.</li> <li>Said performance security must be equivalent to at least five percent (5%) of the total contract price.</li> </ul>



### Section IV. General Conditions of Contract

#### **1.** Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of **RA No. 12009 and its 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 Section 112.2 of the IRR of RA 12009 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 Section 71.1.5 of the IRR of RA No. 12009.
- 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 68 of the IRR of RA 12009.** 

#### 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.

#### 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 90.1 of the IRR of RA 12009.
- 5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

#### 6. Liability of the Supplier

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

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



## Section V. Special Conditions of Contract

GCC Clause					
	Delivery and Documents –				
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).				
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is:				
	CAPT LAUREL PAUL N MARIANO JR (ASC) PCG 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				
	Intellectual Property Rights				
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.				
2.2	The terms of payment shall be as follows:				
	□ No advance payment is allowed.				
	<ul> <li>Payment should be made after the completion, inspection and acceptance of the Commissioning and Retrofitting of BRP AMAZING GRACE.</li> </ul>				
4	The inspections and tests that will be conducted are follows:				
	• The CONTRACTOR shall conduct sea trials for satisfactory result prior acceptance.				
	• Upon satisfactory completion of works and testing, a Certificate of Acceptance on all completed works shall be properly signed by members of the PCG TIAC.				

### **Special Conditions of Contract**



### Section VI. Schedule of Requirements

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

ltem Number	Description		Quantity	Delivered, Weeks/Months
1	Commissioning Retrofitting of AMAZING GRACE	AND BRP	One (1) Lot	The total number of days of delivery shall not exceed <b>One</b> <b>Hundred Twenty</b> (120) calendar days after receipt of the Notice to Proceed.

[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 \_\_\_\_\_\_



# Section VII. Technical Specifications

Name of Project: Commissioning and Retrofitting of BRP AMAZING GRACE

[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 crossreferenced 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.]

#### Requirements

ltem	Specification	QTY	UNIT	Statement of Compliance:
				Brand Offered:
I	DRYDOCKING / UNDOCKING			
	1. Drydocking and undocking of vessel	1	lot	
	2. Laydays - First 10 days	10	days	
	3. Laydays - Above 10 days	1	lot	
	4. Shifting of blocks and transverse beam			
	a. Keel blocks	60	pcs.	
	b. Steel post	20	pcs.	
	5. Conduct re-drydocking by partially undock vessel to facilitate shifting of keel and side blocks in way of gauging, blasting, and painting works on hull areas covered by the previous vessel blocking structure.	1	lot	
II	GENERAL DOCKYARD SERVICES			
	1. Towing services (in and out)	1	lot	
	2. Docking Assist	1	lot	
	3. Undocking assist	1	lot	
	4. Mooring/unmooring	1	lot	
	5. Water Consumption			
	a. Connect/disconnect one freshwater line from yard source to vessel for ship consumption while at drydock and wharf.	2	time	
	b. Supply vessel with freshwater while at yard (min. of 11 tons per trip)	1	lot	
	6. Shore Power Lines			
	a. Connection and disconnection of shore power to vessel for lighting and small vessel machinery using yard provided cable.	2	time	
	b. Supply 220 VAC power for lighting at various ship location using power meter.	1	lot	
	c. Welding Machine	1	lot	
	7. Garbage Disposal	6	bins	
	8. Provide fire watchman onboard for the duration of repair works two (2) persons (8-hr day duty)	1	lot	
	9. Firehose			

#### COMMISSIONING AND RETROFITTING OF BRP AMAZING GRACE

	a. Connect and disconnect firehose.	2	time	
	b. Maintain Fireline hose while vessel undergoing repairs.	1	lot	
	10. Provide security watchmen (un- armed) on-board the vessel for the duration of repair works.	1	lot	
	11. Wharfage - upon undocking and before towing out on shipyard.	1	lot	
	12. Provide billeting space for officers and crew, with electricity and water.	1	lot	
	13. Provide floating dock crane for lifting of materials and other spare parts/equipment	1	lot	
	14. Working Barge - provide tugboat and working barge to assist lifting of vessel materials.	1	lot	
	15. Sewage Disposal			
	<ul> <li>Connect/disconnect one sewage disposal line while at drydock.</li> </ul>	2	time	
	16. Gas Free Inspection			
	- Provide manpower to conduct gas free inspection test on enclosed compartment or tank and issue gas free certificate to owner.	1	lot	
	17. Drain Plug			
	<ul> <li>Open up drain all plugs at bottom of hull and refit back after works.</li> <li>Includes cementing and vacuum testing.</li> </ul>	1	lot	
- 111	DRYDOCK WORKS			
	1. All Sea chest box			
	- Pull-out strainer, blasting, painting, recondition and installation with application of 4 coats high performance paint with renewal of stud bolts and nuts.	1	lot	
	2. All Sea Valves			
	a. Pull-out and installation of all Sea Valves	1	lot	
	b. Open, scrape, clean, hydrotest, apply one coat of paint and refit, grinding and re-setting of valves to support operational good condition of all Sea Valves.	1	lot	
	3. Remove and install new all existing zinc anodes	1	lot	
	material: zinc anodes	1	lot	

IV	HULL TREATMENT AND PRESERV			
	ATION			
	A. Hull Cleaning			
	1. Scrape port and starboard external hull from keel to DLL for the removal of heavy barnacles.	2420.09	sq. m	
	2. Hydroblast port and starboard external hull with high pressure jet to a pressure of up to 5000 psi from keel to topside and other underwater appendages for the removal of marine growths and in preparation to gritblasting.	2420.09	sq. m	
	3. Sandblasting of external hull from keel to design loadline.			
	a. Spotblast - 30%	762.26	sq. m	
	b. Sweepblast - 70%	1694.07	sq. m	
	4. Sandblasting of external hull from design loadline to topside.		· · · ·	
	a. Spot blast - 30%	235.95	sq. m	
	b. Sweepblast - 70%	550.54	sq. m	
	B. Painting Works and Preservation			
	1. Applied four (4) full coats of high- performance marine paint on hull from keel to design load line.	9680.36	Coat/sq. m	
	2. Applied three (3) full coat of high- performance marine paint on hull from design load line to topside.	2359.47	Coat/sq. m	
	3. Hose down with freshwater prior to subsequent coatings.	9619.74	Coat/sq. m	
	4. Provide temporary masking on all zinc anodes P/S in preparation to hull painting then remove after completion of painting.	1	lot	
	5. Erect temporary tresetle then install wood planking stagings to facilitate inspection and repair works. Dismantle and remove same staging and plankings after completion of works. P/S to be erected.	11	trestles	
	6. Hull marking and painting			
	a. Repaint P/S Draft marks	6	sets	
L	b. Repaint P/S plimsoll marks	2	locations	
	c. Repaint P/S Vessel's Name	1	lot	
	d. Repaint Philippine Cost Guard Marks and Logo	1	lot	

	e. Repaint P/S waterline between DLL	1	lot	
	and freeboard	1	101	
	f. Repaint P/S Philippine Coast Guard Signature Stripe.	2	locations	
	<ol><li>Provide scupper plugs prior for hull surface cleaning and painting.</li></ol>	1	lot	
V	HULL INSPECTION			
	1. Hammer test and inspection of hull and mark suspected weak plates.	1	Lot	
	2. Spot sanding and conduct ultrasonic thickness reading on hull.	500	spots	
	3. Provide shell expansion plan indicating work done in four (4) copies and Ship Repair Book Documentation.	1	Lot	
	4. Draw and furnish four (4) copies of shell expansion plan indicating latest UTG taken.	1	Lot	
VI	UNDERWATER MACHINERIES			
	PROPELLER AND SHAFT			
	1. Check clearance between propeller blade and liner.	1	Lot	
	2. Cleaning of bucket and steering nozzle.	1	Lot	
VII	HULL AND INTERNAL REPAIRS			
	1. Crop-out and renew deteriorated hull plates and frames using the following materials.			
	6 pcs. MILD STEEL Plate 12mm x 6' x 20'	6300	kgs	
	20 pcs. Angle bar 12mm x 3" x 3" x20'	400	length-ft	
	20 pcs. Flat bar 12mm x 3" x20'	400	length-ft	
	20 pcs. BI Pipe 3" dia x20'	400	length-ft	
	2. Conduct Vacuum leak test procedure on all replated areas.	500	length-ft	
VIII	ANCHOR, CHAIN AND CHAIN LOC KER			
	1. Hose down P/S anchor and chain, range/lay on dock for OR inspection. Mark chain per shot with ship supplied bituminous paint. Heave back and restore onboard after completion of works.	1	lot	
	2. Disconnect P/S anchor chain from bitter end to facilitate ranging on dock.	2	locations	
	3. Chipping of P/S anchor and chain then apply paint.	14	shots	

			i	
	4. Unship P/S anchor and chain to facilitate chipping works.	14	shots	
	5. Calibration and report issuance.	1	lot	
	6. Cleaning by sandblasting anchor and chain and apply paint.	1	lot	
	7. Chain locker wash down, mud cleaning, and chipping.	15	sq. m	
	8. Clean, grind and apply one (1) coat of anti- corrosive paint at port and starboard side chain locker.	2	locations	
IX	MAIN ENGINE, GENERATOR, AIRC ONDITIONING SYSTEM, HYDRAULI C SYSTEM AND RAMP, ELECTRICA L MOTORS AND PUMPS			
	1. MAIN ENGINE	4	units	
	a. Conduct internal inspection on main engines to check the cause of engine failure.			
	b. Remove all cylinder head for reconditioning.			
	c. Pull-out all piston for cleaning and service.			
	d. Conduct cleaning on internal parts.			
	e. Re-install all parts after service/reconditioning and modify the exhaust smoke vent to slope backward, leaning away from the direction to travel to prevent water from entering the engine exhaust system			
	f. Fill up with water and oil.			
	g. Replace all filters.			
	h. Conduct commissioning and operational test of the system after repair.			
	B. GENERATOR	2	units	
	<ul> <li>a. Conduct maintenance on two (2) units' generator to support good operating condition and modify the exhaust smoke vent to slope backward, leaning away from the direction to travel to prevent water from entering the engine exhaust system</li> <li>b. Replace all filters and conduct</li> </ul>			
	change oil.			

	C. MAIN SWITCHBOARD –			
	troubleshooting to support good	1	lot	
	operating condition. and checkup	•	101	
	before power up.			
	- run and test after repair			
	D. HYDRAULIC SYSTEM AND RAMP			
	<ul> <li>Conduct checking on all hydraulic</li> </ul>			
	hoses, replace hoses with leak and	1	lot	
	repair if necessary, to support good			
	operating condition.			
	E. Reconditioning of Airconditioning		1.4	
	System to support good operating	1	lot	
	condition.			
	F. Conduct checking, testing and			
	repair necessary to support good operating condition of motors and	1	lot	
	pumps.			
	G. Conduct inspection and repair of			
	Port and Starboard Bow Thruster to	2	units	
	support good operating condition.	2	dinto	
X	TANK CLEANING			
	a. FUEL OIL TANK	8	locations	
	- removal of oil and dirt			
	- removal of sludge			
	- flushing with soap and mop dry			
	b. FRESHWATER TANK	2	locations	
	- removal of water and dirt	2	1004110113	
	- removal of sludge			
	- flushing with soap and mop dry			
	- apply paint (lead free paint for finish			
	paint)			
XI	MATERIALS			
	MILD STEEL Plate 12mm x 6' x 20'	e	Distas	
	(pre-blasted and painted)	6	Plates	
	Angle bar 12mm x 3" x 3" x 20' (pre-	20	lengths	
	blasted & painted)	20		
	Flat bar 12mm x 3" x 20' (pre-blasted	20	lengths	
	& painted)		_	
	BI Pipe 3" dia x 20'sched. 80	20	lengths	
	Battery (12V 8D N200 H52L)	20	pcs	
	• 12V			
	27 Plates			
	• 200 AH			
	• 370 RC			
	• 1216 CCA			
l				

#### COMMISSIONING AND RETROFITTING OF BRP AMAZING GRACE

<ul> <li>Ideal for tropical climate</li> <li>Dimensions: Approximatly L526 x W280 x H213 mm</li> </ul>				
Engine Oil				
- High detergent (HD) Engine Diesel Oil - SAE40	1	lot		
Zinc Anodes 8.5kgs (welded type)	1	lot		
Paints for Keel to Waterline: • Epoxy Primer Umeguard HS				
Anti-fouling Paint	1	lot		
Epoxy Thinner A				
Anti fouling Thinner				
<ul><li>Paints for Waterline to Topside:</li><li>Epoxy Primer Umeguard HS</li></ul>				
Topcoat Epicon Finish HB Blue     CS-676		lat		
Topcoat Epicon Finish Yellow	1	lot		
Topcoat Epicon Finish Gray				
Epoxy Thinner A				
Paints for Chain and Chain Locker:				
Ultra-coat black coal tar				
Paint Thinner	1	lot		
Protecto Epoxy Primer Gray				
Epoxy Reducer				
Paints for Freshwater Tank: • Epoxy Primer White				
<ul> <li>Epoline Epoxy Tank Lining (lead free)</li> </ul>	1	lot		
Requirement/s if awarded the contract:				
A. Delivery and Inspection Site:				
<ol> <li>Project Completion Period: Commissioning and Retrofitting of BRP AMAZING GRACE – Within One Hundred Twenty (120) calendar days from receipt of Notice to Proceed.</li> </ol>				
2. Project Delivery Site: The winning bidder's owned and/or with JVA				

exclusive Dry-Docking facility with valid and updated MARINA Certificate of at least Class B Ship Building and Ship Repair (SBSR) Facilities.	
B. During Post Qualification:	
<ol> <li>The winning Bidder having the Lowest or Single Calculated Responsive Bid (L/SCRB) shall present the original submitted documents for verification and validation in accordance with the Implementing Rules and Regulations (IRR) of Republic Act (RA) 12009.</li> </ol>	
C. Inspection and Acceptance:	
<ol> <li>The CONTRACTOR shall conduct sea trials for satisfactory result prior acceptance.</li> </ol>	
<ol> <li>Upon satisfactory completion of works and testing, a Certificate of Acceptance on all completed works shall be properly signed by members of the PCG TIAC.</li> </ol>	
D. Warranty Period/ Coverage of Warranty:	
<ol> <li>One (1) year warranty after issuance of the Certificate of Final Acceptance or the Inspection and Acceptance Report (IAR)</li> </ol>	
2. The one (1) year warranty period shall be reckoned from the date of issuance of the certificate of final acceptance. However, if the same defects occurred for two (2) consecutive times within the warranty period on a particular part/item and its attendant part, the warranty period shall be automatically extended for a period of six (6) months after the expiration of the original warranty period. The said item should be repaired and/or replaced within fifteen (15) days from the receipt notice.	
E. Payment:	
Payment should be made after the completion, inspection and acceptance of the Commissioning and Retrofitting of BRP AMAZING GRACE.	
As evidence of the compliance of the bidders to the legal, technical and financial requirements of the project and proof of their compliance to the statements of compliance to all parameters of the technical specifications, the bidders shall submit the following documentary requirements as part of the First (1 <sup>st</sup> ) Bid Envelope (Eligibility Documents and Technical Component) on or before the deadline for the Submission and Receipt of Bids: 1. Certificate of "No Late Delivery" or "No Slippage" issued by the Project Management Office (PMO) or Procurement Service of the	
<ul><li>Procuring Entity (PE) or from other government agencies with the same nature of project</li><li>2. ISO 9001:2015 Certificates applicable to Ship Building and Ship</li></ul>	

Repair and issued by any member of the International Association of Classification Society (IACS). The IACS member who issued the ISO 9001:2015 Certificate.

- 3. Valid MARINA SBSR License (Class B) and MARINA Certificate of Registration.
- 4. Valid Ship Repairs Liability Insurance Certificate.
- 5. Certificate of Inspection signed by the Commanding Officer GRACE stating that the proponent has thoroughly inspected the items to be repaired on the vessel for confirmation of scope of work on the Commissioning and Retrofitting of BRP AMAZING GRACE.
- 6. List of manpower/workers for the project.
- 7. The CONTRACTOR must have at least ten (10) years of experience in managing government contracts. Furthermore, the CONTRACTOR shall secure and submit a Certificate attesting to this experience, together with the corresponding Final Inspection and Acceptance Reports (IARs) for each project completed for any government agency.
- 8. The **CONTRACTOR** must have billeting space within the shipyard facility to accommodate the ship's crew, ensuring continuous 24/7 monitoring of the vessel while it remains unsafe for on-board accommodation. Affidavit. With attach pictures
- 9. The CONTRACTOR must have a <u>slipway (marine railway) with a</u> <u>minimum length of 200 meters inside the drydocking facility</u> to drydock the vessel in balance and stable support across the full beam of the catamaran's twin hulls, ensuring structural integrity and operational safety during drydocking and maintenance procedures.
- 10. The **CONTRACTOR** must have <u>pier or wharf inside the drydocking</u> <u>facility</u> to provides safe mooring, efficient access for work, and adequate protection against wind, waves, and collisions, particularly for wide-beamed catamarans undergoing afloat repairs.
- 11.A notarized undertaking from the proponent stating that inside their shipyard facility is equipped with a slipway (marine railway) with a minimum length of 200 meters, a pier or wharf, and adequate billeting space to accommodate the ship's crew.
- 12. Notarized Affidavit stating that the company has neither intention to sell nor have not entered any negotiations to sell the company.

Term	is and Conditions	
1	Due to the vessel's current unseaworthy condition-specifically,	

	structural hull weaknesses and non-operational main propulsion systems—the vessel is incapable of independent for sailing. In consideration of safety, technical constraints, and towing feasibility, the <b>CONTRACTOR'S</b> drydocking facility. This geographical limitation is intended to minimize transit risks and ensure safety of vessel as well as the Crew aboard.	
2	The <b>CONTRACTOR</b> shall present the status of repair to the CPCG (ATTN:CG-10) and CGFLEET (ATTN: F10/MRG) which will be conducted every week on the preferred date of their authorized representatives by way of a PowerPoint presentation. Electronic and hard copies of the presentation shall also be provided.	
3	In case the implementation of works covered under this contract could not proceed, unless growth repairs and/or necessary works have been conducted, the supplier should request from the Head of the Procuring Entity for the extension of the period of delivery.	
4	In the event the request of the supplier for extension of delivery period is granted, or the contract was suspended due to force majeure, the PCG shall not be held liable for any additional charges such as, but not limited to, wharfage, lay days and incidental costs arising from the extension or suspension of contract.	
5	Once the <b>CONTRACTOR</b> has started any of the contracted work, such as docking of the vessel, it is the obligation of the <b>CONTRACTOR</b> to protect the vessel from any damage attached until the same has been delivered and accepted by the PCG.	
6	The <b>CONTRACTOR</b> should dry-dock the vessel in <u>slipway</u> (marine railway) capable of protecting the same from natural calamities which necessitates the <b>CONTRACTOR</b> to relaunch or undock the vessel, <b>CONTRACTOR</b> SHOULD NOT charge or bill the Procuring Entity for any amount of whatever nature arising from relaunching and re-docking thereof.	
7	The <b>CONTRACTOR</b> must provide adequate firefighting personnel with the necessary firefighting equipment for the entire duration of the repair.	
8	The <b>CONTRACTOR</b> shall be held liable for any damages incurred on the ship and/or personnel due to the <b>CONTRACTOR</b> 's fault or negligence for the entire duration of the contract.	
9	The winning <b>CONTRACTOR</b> 's facility shall be free of health hazard materials/substances.	
`10	If there are specifications that require the opening of machinery,	

	piping, fittings, and other equipment, it is understood that the <b>CONTRACTOR</b> shall close such machinery, piping, fittings, and other equipment, back to their original condition.	
11	Should the <b>CONTRACTOR</b> require the removal or shifting of any part of the vessel's fittings, stores, fuel, water, outfit, equipment, or piping for carrying out the work specified or implied, it shall remove the same at its own cost, and such removals shall be subsequently reinstalled in a satisfactory manner without cost to the PCG. The <b>CONTRACTOR</b> shall be held responsible for the protection of existing and newly installed equipment and materials. Any loss or damage due to the <b>CONTRACTOR</b> 's fault shall be renewed/restored/repaired at the <b>CONTRACTOR</b> 's expense.	
12	All interferences necessary to accomplish the work activities shall be removed and restored to their original condition without cost to the PCG.	
13	All metal scraps, ferrous or non-ferrous, fittings, machineries and equipment parts dismantled and removed from the vessels and replaced with new ones by the <b>CONTRACTOR</b> resulting from the actual repair of the vessel conducted by the <b>CONTRACTOR</b> shall remain the property of the PCG and shall, after completion of the work, be accounted for IAW proper PCG accounting procedures.	
14	The <b>CONTRACTOR</b> shall submit the After-Repair Completion Report to the procuring entity [CPCG (Attention: DCCGS for Ships and Aircraft Engineering, CG-10)] prior payment of the services rendered. Copy furnished CGFLEET (ATTN: F10/MRG)	
15	The <b>CONTRACTOR</b> shall notify the CGFLEET/ CG-10 at least five days (5) days before the conduct of any shipboard test and seven (7) days before conducting sea trials.	
16	The <b>CONTRACTOR</b> shall not disclose/divulge any information and communication, whether oral or written, to any other person or entity, without the express written consent of the PCG. It includes non-disclosure of, but not limited, to the following: a.) Bidding Document b) Technical Specification of the Project c) Annual Procurement Plan and related Project Procurement Management Plan d) Proposals.	
17	As part of the contractual obligations, the <b>CONTRACTOR</b> shall be held liable for any damages incurred on the vessel during the	

	conduct of towing services and repair activities. Further, this liability extends until the completion of the project and final acceptance of TIAC.	
18	For the Drydocking Activities of this project, the use of <i>Inflatable Rubber Dry Docking Airbag Ship Launching Balloon</i> is PROHIBITED due to the nature of the vessel being a catamaran.	

[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**

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

All envelopes shall:

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

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

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

Note: Non-submission of the additional copies shall not be a ground for the bidders disqualification.

#### 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 52.1 of the IRR of RA 12009, Provided that all of the eligibility documents submitted to PhilGEPS are maintained and updated pursuant to Section 20.2.9.2 of the IRR of R.A. 12009.

**For purposes of post-qualification**, the bidder having the LCB/SCB shall 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.

- 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 Audited Financial Statements (AFS), stamped "Received" by the BIR or its duly accredited and authorized institutions for Manual submission. For online submission, an email confirmation from the BIR in lieu of the manual "Received" stamping under Revenue Memorandum Circular No. 49-2020 or subsequent relevant issuance.

#### 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 fifty percent (50%) of the ABC or not less than the amount of Twenty-Two Million Five Hundred Thousand Pesos (PhP22,500,000.00).

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

(a) name of the contract;

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

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

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

a. If the contracting party is a Procuring Entity:

- a.1. Entire set of the Contract, Purchase Order or Memorandum of Agreement;
- a.2. NOA; and
- a.3. NTP

b. If the contracting party is a private company:

b.1. Entire set of the Contract, Purchase Order or other equivalent document.

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

- a) Contact Person; and
- b) Contact Details (telephone/fax/cellphone number and/or email address)
- (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 Universal or Commercial Bank;	c) Surety Bond, callable upon demand issued by a surety or insurance company duly certified by the Insurance
	b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or	Commission authorized to issue said security specific for the project

<u>OR;</u>		Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	[at least Five Percent (5%) of the ABC]
		[at least Two Percent (2%) of the ABC]	
	COMMISSIONING AND RETROFITTING OF BRP AMAZING GRACE	PhP 900,000.00	PhP 2,250,000.00

Original copy of Notarized Bid Securing Declaration; and

- (e) Conformity with the Technical Specifications and Schedule of Requirements. Further as part of the bidder's statement of compliance and to ensure the technical capability of the prospective bidders, the following documents shall be submitted:
  - 1. Certificate of "No Late Delivery" or "No Slippage" issued by the Project Management Office (PMO) or Procurement Service of the Procuring Entity (PE) or from other government agencies with the same nature of project
  - 2. ISO 9001:2015 Certificates applicable to Ship Building and Ship Repair and issued by any member of the International Association of Classification Society (IACS). The IACS member who issued the ISO 9001:2015 Certificate.
  - 3. Valid MARINA SBSR License (Class B) and MARINA Certificate of Registration.
  - 4. Valid Ship Repairs Liability Insurance Certificate.
  - 5. Certificate of Inspection signed by the Commanding Officer GRACE stating that the proponent has thoroughly inspected the items to be repaired on the vessel for confirmation of scope of work on the Commissioning and Retrofitting of BRP AMAZING GRACE.
  - 6. List of manpower/workers for the project.
  - 7. The CONTRACTOR must have at least ten (10) years of experience in managing government contracts. Furthermore, the CONTRACTOR shall secure and submit a Certificate attesting to this experience, together with the corresponding Final Inspection and Acceptance

Reports (IARs) for each project completed for any government agency.

- 11. A notarized undertaking from the proponent stating that inside their shipyard facility is equipped with a slipway (marine railway) with a minimum length of 200 meters, a pier or wharf, and adequate billeting space to accommodate the ship's crew.
- 12. Notarized Affidavit stating that the company has neither intention to sell nor have not entered any negotiations to sell the company.
- (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.

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

#### Financial Documents

#### Class "B" Documents

**(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 Forty-Five Million Pesos Only (Php 45,000,000.00)

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 Four Million Five Hundred Thousand Pesos (PhP4,500,000.00).

(h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

#### <u>OR;</u>

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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;

<u>and</u>

(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 of the proceeding forms with the following schedule pursuant to Section 68.4 of the IRR of R.A. 12009 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) Cashier's/ manager's check issued by a Bank;
- b) Irrevocable letter of credit issued by a Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank

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

The end-user or implementing units shall be responsible in monitoring the validity of the performance security.



REPUBLIC OF THE PHILIPPINES PHILIPPINE COAST GUARD 139 25th Street, South Harbor, Port Area, 1018 Manila

# Section IX. Bidding Forms

BID FORM	41
PRICE SCHEDULES	43
Contract Agreement	45
Omnibus Sworn Statement	48
BID SECURING DECLARATION	50
STATEMENT OF ALL ON-GOING CONTRACTS	53
STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT	54
NFCC COMPUTATION	55

## **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.

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

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

Name:

\_\_\_\_\_

Legal capacity:

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Name of Bidder \_\_\_\_\_\_. Invitation to Bid Number \_\_\_. Page\_ of \_\_\_\_.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
Ι	DRYDOCKING / UNDOCKING			, , , , , , , , , , , , , , , , , , ,				
	1. Drydocking and undocking of vessel		1 lot					
	2. Laydays - First 10 days		10days					
	3. Laydays - Above 10 days		1lot					
	4. Shifting of blocks and transverse beam							
	a. Keel blocks		60pcs.					
	b. Steel post		20pcs.					

 5. Conduct re-drydocking by partially undock vessel to facilitate shifting of keel and side blocks in way of gauging, blasting, and painting works on hull areas covered by the previous vessel blocking structure. <b>GENERAL DOCKYARD</b> <b>SERVICES</b>	1lot		
1. Towing services (in and out)	1lot		
2. Docking Assist	1lot		
3. Undocking assist	1lot		
4. Mooring/unmooring	1lot		
5. Water Consumption			
a. Connect/disconnect one freshwater line from yard source to vessel for ship consumption while at drydock and wharf.	2time		
b. Supply vessel with freshwater while at yard (min. of 11 tons per trip)	1lot		
 6. Shore Power Lines			
a. Connection and disconnection of shore power to vessel for lighting and small vessel machinery using yard provided cable.	2time		
b. Supply 220 VAC power for lighting at various ship location using power meter.	1lot		

c. Welding Machine	1lot		
7. Garbage Disposal	6bins		
8. Provide fire watchman onboard for the duration of repair works two (2) persons (8-hr day duty)	1lot		
9. Firehose			
a. Connect and disconnect firehose.	2time		
<ul> <li>b. Maintain Fireline hose while</li> <li>vessel</li> <li>undergoing repairs.</li> </ul>	1lot		
10. Provide security watchmen (un- armed) on-board the vessel for the duration of repair works.	1lot		
11. Wharfage - upon undocking and before towing out on shipyard.	1lot		
12. Provide billeting space for officers and crew, with electricity and water.	1lot		
13. Provide floating dock crane for lifting of materials and other spare parts/equipment	1lot		
14. Working Barge - provide tugboat and working barge to assist lifting of vessel materials.15. Sewage Disposal	1lot		
- Connect/disconnect one sewage disposal line while at	2time		

	drydock.				
	16. Gas Free Inspection				
	- Provide manpower to conduct gas free inspection test on enclosed	1lot			
	compartment or tank and issue gas free certificate to owner.				
	17. Drain Plug				
	- Open up drain all plugs at bottom of hull and refit back after works. Includes cementing and vacuum testing.	1lot			
III	DRYDOCK WORKS				
	1. All Sea chest box				
	<ul> <li>Pull-out strainer, blasting, painting, recondition and installation with application of 4 coats high performance paint with renewal of stud bolts and nuts.</li> </ul>	1lot			
	2. All Sea Valves				
	a. Pull-out and installation of all Sea Valves	1lot			
	b. Open, scrape, clean, hydrotest, apply one coat of paint and refit, grinding and re- setting of valves to support operational good condition of	1lot			

	all Sea Valves.			
	3. Remove and install new all existing zinc anodes	1lot		
	material: zinc anodes	1lot		
IV	HULL TREATMENT AND PRESERV ATION			
	A. Hull Cleaning			
	1. Scrape port and starboard external hull from keel to DLL for the removal of heavy barnacles.	2420.09sq. m		
	2. Hydroblast port and starboard external hull with high pressure jet to a pressure of up to 5000 psi from keel to topside and other underwater appendages for the removal of marine growths and in preparation to gritblasting.	2420.09sq. m		
	<ol> <li>Sandblasting of external hull from keel to design loadline.</li> </ol>			
	a. Spotblast - 30%	762.26sq. m		
	b. Sweepblast - 70%	1694.07sq. m		

<ul> <li>4. Sandblasting of external hull from design loadline to topside.</li> <li>a. Spot blast - 30%</li> </ul>	235.95sq. m		
b. Sweepblast - 70%	550.54sq. m		
B. Painting Works and Preservation	000.0454.11		
1. Applied four (4) full coats of high- performance marine paint on hull from keel to design load line.	9680.36Coat/sq. m		
2. Applied three (3) full coat of high- performance marine paint on hull from design load line to topside.	2359.47Coat/sq. m		
3. Hose down with freshwater prior to subsequent coatings.	9619.74Coat/sq. m		
4. Provide temporary masking on all zinc anodes P/S in preparation to hull painting then remove after completion of painting.	1lot		
5. Erect temporary tresetle then install wood planking stagings to facilitate inspection and repair works. Dismantle and remove same staging and plankings after completion of works. P/S to be erected.	11trestles		
6. Hull marking and painting	6sets		
a. Repaint P/S Draft marks			
b. Repaint P/S plimsoll marks	2locations		
c. Repaint P/S Vessel's Name	1 lot		

	d. Repaint Philippine Cost Guard Marks and Logo	1lot		
	e. Repaint P/S waterline between DLL and freeboard	1lot		
	f. Repaint P/S Philippine Coast Guard Signature Stripe.	2locations		
	7. Provide scupper plugs prior for hull surface cleaning and painting.	1lot		
V	HULL INSPECTION			
	1. Hammer test and inspection of hull and mark suspected weak plates.	1Lot		
	2. Spot sanding and conduct ultrasonic thickness reading on hull.	500spots		
	<ul> <li>3. Provide shell expansion plan indicating work done in four (4) copies and Ship Repair Book Documentation.</li> </ul>	1Lot		
	4. Draw and furnish four (4) copies of shell expansion plan indicating latest UTG taken.	1Lot		
VI	UNDERWATER MACHINERIES			
	PROPELLER AND SHAFT			
	1. Check clearance between propeller blade and liner.	1Lot		
	2. Cleaning of bucket and steering nozzle.	1Lot		

VII	HULL AND INTERNAL REPAIRS			
	1. Crop-out and renew deteriorated hull plates and frames using the following materials.			
	6 pcs. MILD STEEL Plate 12mm x 6' x 20'	6300kgs		
	20 pcs. Angle bar 12mm x 3" x 3" x 20'	400length-ft		
	20 pcs. Flat bar 12mm x 3" x 20'	400length-ft		
	20 pcs. BI Pipe 3" dia x 20'	400length-ft		
	2. Conduct Vacuum leak test procedure on all replated areas.	500length-ft		
VIII	ANCHOR, CHAIN AND CHAIN LOC KER			
	1. Hose down P/S anchor and chain, range/lay on dock for OR inspection. Mark chain per shot with ship supplied bituminous paint. Heave back and restore onboard after completion of works.	1lot		
	2. Disconnect P/S anchor chain from bitter end to facilitate ranging on dock.	2locations		
	3. Chipping of P/S anchor and chain then apply paint.	14shots		
	4. Unship P/S anchor and chain to facilitate chipping works.	14shots		
	5. Calibration and report issuance.	1 lot		

	6. Cleaning by sandblasting anchor and chain and apply paint.	1lot			
	7. Chain locker wash down, mud cleaning, and chipping.	15sq. m			
	8. Clean, grind and apply one (1) coat of anti- corrosive paint at port and starboard side chain locker.	2locations			
IX	MAIN ENGINE, GENERATOR, AIRC ONDITIONING SYSTEM, HYDRAULI C SYSTEM AND RAMP, ELECTRICA L MOTORS AND PUMPS				
	1. MAIN ENGINE	4units			
	a. Conduct internal inspection on main engines to check the cause of engine failure.				
	b. Remove all cylinder head for reconditioning.				
	c. Pull-out all piston for cleaning and service.				
	d. Conduct cleaning on internal parts.				
	e. Re-install all parts after service/reconditioning and modify the exhaust smoke vent to slope backward, leaning away from the direction to travel to prevent water from				

entering the engine exhaust system			
f. Fill up with water and oil.			
g. Replace all filters.			
h. Conduct commissioning and operational test of the system after repair.			
B. GENERATOR	2units		
a. Conduct maintenance on two (2) units' generator to support good operating condition and modify the exhaust smoke vent to slope backward, leaning away from the direction to travel to prevent water from entering the engine exhaust system			
b. Replace all filters and conduct change oil.			
C. MAIN SWITCHBOARD – troubleshooting to support good operating condition. and checkup before power up.	1Lot		
- run and test after repair			

	D. HYDRAULIC SYSTEM AND RAMP – Conduct checking on all hydraulic hoses, replace hoses with leak and repair if necessary, to support good operating condition.	1Lot		
	E. Reconditioning of Airconditioning System to support good operating condition.	1Lot		
	F. Conduct checking, testing and repair necessary to support good operating condition of motors and pumps.	1Lot		
	G. Conduct inspection and repair of Port and Starboard Bow Thruster to support good operating condition.	2units		
X	TANK CLEANING			
	a. FUEL OIL TANK	8locations		
	- removal of oil and dirt			
	- removal of sludge			
	- flushing with soap and mop dry			
	b. FRESHWATER TANK	2locations		
	- removal of water and dirt			
	- removal of sludge			
	- flushing with soap and mop dry			
	- apply paint (lead free paint for finish paint)			

XI	MATERIALS			
	MILD STEEL Plate 12mm x 6' x 20' (pre-blasted and painted)	6 Plates		
	Angle bar 12mm x 3" x 3" x20' (pre- blasted & painted)	20 lengths		
	Flat bar 12mm x 3" x 20' (pre- blasted & painted)	20 lengths		
	BI Pipe 3" dia x20' sched. 80	20 lengths		
	<ul> <li>12V 8D N200 H52L</li> <li>12V</li> <li>27 Plates</li> <li>200 AH</li> <li>370 RC</li> <li>1216 CCA</li> <li>Ideal for tropical climate</li> <li>Dimensions: Approximatly L526 x W280 x H213 mm</li> </ul>	20 pcs		
	Engine Oil - High detergent (HD) Engine Diesel Oil - SAE40	1Lot		
	Zinc Anodes 8.5kgs (welded type)	1Lot		
	<ul><li>Paints for Keel to Waterline:</li><li>Epoxy Primer Umeguard HS</li></ul>	1Lot		

<ul> <li>Anti-fouling Paint</li> <li>Epoxy Thinner A</li> <li>Anti fouling Thinner</li> </ul>	1Lot		
<ul> <li>Paints for Waterline to Topside:</li> <li>Epoxy Primer Umeguard HS</li> <li>Topcoat Epicon Finish HB Blue CS-676</li> <li>Topcoat Epicon Finish Yellow</li> <li>Topcoat Epicon Finish Gray</li> <li>Epoxy Thinner A</li> </ul>	1Lot		
<ul> <li>Paints for Chain and Chain Locker:</li> <li>Ultra-coat black coal tar</li> <li>Paint Thinner</li> <li>Protecto Epoxy Primer Gray</li> <li>Epoxy Reducer</li> </ul>	1Lot		
<ul> <li>Paints for Freshwater Tank:</li> <li>Epoxy Primer White</li> <li>Epoline Epoxy Tank Lining (lead free)</li> </ul>	1Lot		

[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

#### 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.

1	2	3	4	5	6	7	8	9
Item No.	Description	Country of origin	Quantity	Unit price exw per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)
I	DRYDOCKING / UNDOCKING							
	1. Drydocking and undocking of vessel		1 lot					
	2. Laydays - First 10 days		10days					
	3. Laydays - Above 10 days		1lot					
	4. Shifting of blocks and transverse beam							
	a. Keel blocks		60pcs.					
	b. Steel post		20pcs.					

5. Conduct re-drydocking by partially undock vessel to facilitate shifting of keel and side blocks in way of gauging, blasting, and painting works on hull areas covered by the previous vessel blocking structure. <b>GENERAL DOCKYARD</b>	1lot			
 SERVICES				
1. Towing services (in and out)	1lot			
2. Docking Assist	1lot			
3. Undocking assist	1lot			
4. Mooring/unmooring	1lot			
5. Water Consumption				
a. Connect/disconnect one freshwater line from yard source to vessel for ship consumption while at drydock and wharf.	2time			
b. Supply vessel with freshwater while at yard (min. of 11 tons per trip)	1lot			
 6. Shore Power Lines				
a. Connection and disconnection of shore power to vessel for lighting and small vessel machinery using yard provided cable.	2time			
b. Supply 220 VAC power for lighting at various ship location using power meter.	1lot			

c. Welding Machine	1lot	
7. Garbage Disposal	6bins	
8. Provide fire watchman onboard for the duration of repair works two (2) persons (8-hr day duty)	1lot	
9. Firehose		
a. Connect and disconnect firehose.	2time	
b. Maintain Fireline hose while vessel undergoing repairs.	1lot	
10. Provide security watchmen (un- armed) on-board the vessel for the duration of repair works.	1lot	
11. Wharfage - upon undocking and before towing out on shipyard.	1lot	
12. Provide billeting space for officers and crew, with electricity and water.	1lot	
13. Provide floating dock crane for lifting of materials and other spare parts/equipment	1lot	
14. Working Barge - provide tugboat and working barge to assist lifting of vessel materials.15. Sewage Disposal	1lot	

	- Connect/disconnect one sewage disposal line while at drydock.	2time			
	16. Gas Free Inspection				
	<ul> <li>Provide manpower to conduct gas free inspection test on enclosed</li> </ul>	1lot			
	compartment or tank and issue gas free certificate to owner.				
	17. Drain Plug				
	- Open up drain all plugs at bottom of hull and refit back after works. Includes cementing and vacuum testing.	1lot			
111	DRYDOCK WORKS				
	1. All Sea chest box				
	<ul> <li>Pull-out strainer, blasting, painting, recondition and installation with application of 4 coats high performance paint with renewal of stud bolts and nuts.</li> </ul>	1lot			
	2. All Sea Valves				
	a. Pull-out and installation of all Sea Valves	1lot			

	b. Open, scrape, clean, hydrotest, apply one coat of paint and refit, grinding and re- setting of valves to support operational good condition of all Sea Valves.	1lot			
	3. Remove and install new all existing zinc anodes	1lot			
	material: zinc anodes	1lot			
IV	HULL TREATMENT AND PRESERV ATION				
	A. Hull Cleaning				
	1. Scrape port and starboard external hull from keel to DLL for the removal of heavy barnacles.	2420.09sc	η. m		
	2. Hydroblast port and starboard external hull with high pressure jet to a pressure of up to 5000 psi from keel to topside and other underwater appendages for the removal of marine growths and in preparation to gritblasting.	2420.09sc	ą. m		
	3. Sandblasting of external hull from keel to design loadline.				
	a. Spotblast - 30%	762.26sq	. m		

b. Sweepblast - 70%	1694.07sq. m		
4. Sandblasting of external hull from design loadline to topside.			
a. Spot blast - 30%	235.95sq. m		
b. Sweepblast - 70%	550.54sq. m		
B. Painting Works and Preservation			
1. Applied four (4) full coats of high-performance marine paint on hull from keel to design load line.	9680.36Coat/sq. m		
2. Applied three (3) full coat of high-performance marine paint on hull from design load line to topside.	2359.47Coat/sq. m		
3. Hose down with freshwater prior to subsequent coatings.	9619.74Coat/sq. m		
4. Provide temporary masking on all zinc anodes P/S in preparation to hull painting then remove after completion of painting.	1lot		
5. Erect temporary tresetle then install wood planking stagings to facilitate inspection and repair works. Dismantle and remove same staging and plankings after completion of works. P/S to be erected.	11trestles		
6. Hull marking and painting			

	a. Repaint P/S Draft marks	6sets	
	b. Repaint P/S plimsoll marks	2locations	
	c. Repaint P/S Vessel's Name	1lot	
	d. Repaint Philippine Cost Guard Marks and Logo	1lot	
	e. Repaint P/S waterline between DLL and freeboard	1lot	
	f. Repaint P/S Philippine Coast Guard Signature Stripe.	2locations	
	7. Provide scupper plugs prior for hull surface cleaning and painting.	1lot	
V	HULL INSPECTION		
	1. Hammer test and inspection of hull and mark suspected weak plates.	1Lot	
	<ol> <li>Spot sanding and conduct ultrasonic thickness reading on hull.</li> </ol>	500spots	
	<ul> <li>3. Provide shell expansion plan indicating work done in four</li> <li>(4) copies and Ship Repair Book Documentation.</li> </ul>	1Lot	
	4. Draw and furnish four (4) copies of shell expansion plan indicating latest UTG taken.	1Lot	
VI	UNDERWATER MACHINERIES		
	PROPELLER AND SHAFT		

	1. Check clearance between propeller blade and liner.	1Lot		
	2. Cleaning of bucket and steering nozzle.	1Lot		
VII	HULL AND INTERNAL REPAIRS			
	1. Crop-out and renew deteriorated hull plates and frames using the following materials.			
	6 pcs. MILD STEEL Plate 12mm x 6' x 20'	6300kgs		
	20 pcs. Angle bar 12mm x 3" x 3" x 20'- 0"	400length-ft		
	20 pcs. Flat bar 12mm x 3" x20'	400length-ft		
	20 pcs. BI Pipe 3" dia x20'	400length-ft		
	<ol> <li>Conduct Vacuum leak test procedure on all replated areas.</li> </ol>	500length-ft		
VIII	ANCHOR, CHAIN AND CHAIN LOC KER			
	1. Hose down P/S anchor and chain, range/lay on dock for OR inspection. Mark chain per shot with ship supplied bituminous paint. Heave back and restore onboard after completion of works.	1lot		
	2. Disconnect P/S anchor chain from bitter end to facilitate ranging on dock.	2locations		

	3. Chipping of P/S anchor and chain then apply paint.	14shots		
	4. Unship P/S anchor and chain to facilitate chipping works.	14shots		
	5. Calibration and report issuance.	1lot		
	6. Cleaning by sandblasting anchor and chain and apply paint.	1lot		
	7. Chain locker wash down, mud cleaning, and chipping.	15sq. m		
	8. Clean, grind and apply one (1) coat of anti- corrosive paint at port and starboard side chain locker.	2locations		
IX	MAIN ENGINE, GENERATOR, AIRC ONDITIONING SYSTEM, HYDRAULI C SYSTEM AND RAMP, ELECTRICA L MOTORS AND PUMPS			
	1. MAIN ENGINE	4units		
	a. Conduct internal inspection on main engines to check the cause of engine failure.			
	b. Remove all cylinder head for reconditioning.			
	c. Pull-out all piston for cleaning and service.			
	d. Conduct cleaning on internal parts.			

e.Re-installallpartsafter service/reconditioningandmodifythe exhaustsmokeventtoslopebackward,leaningawayfromthe directiontotravel topreventwater fromenteringthe engineexhaustsystemf.Fill up			
g. Replace all filters.			
h. Conduct commissioning and operational test of the system after repair.			
B. GENERATOR	2units		
a. Conduct maintenance on two (2) units' generator to support good operating condition and modify the exhaust smoke vent to slope backward, leaning away from the direction to travel to prevent water from entering the engine exhaust system			
b. Replace all filters and conduct change oil.			
C. MAIN SWITCHBOARD – troubleshooting to support good operating condition. and checkup before power up.	1Lot		
- run and test after repair			

	D. HYDRAULIC SYSTEM AND RAMP – Conduct checking on all hydraulic hoses, replace hoses with leak and repair if necessary, to support good operating condition.	1Lot		
	E. Reconditioning of Airconditioning System to support good operating condition.	1Lot		
	F. Conduct checking, testing and repair necessary to support good operating condition of motors and pumps.	1Lot		
	G. Conduct inspection and repair of Port and Starboard Bow Thruster to support good operating condition.	2units		
Х	TANK CLEANING			
	a. FUEL OIL TANK	8locations		
	- removal of oil and dirt			
	- removal of sludge			
	- flushing with soap and mop dry			
	b. FRESHWATER TANK	2locations		
	- removal of water and dirt			
	- removal of sludge			
	- flushing with soap and mop dry			

	- apply paint (lead free paint for finish paint)			
XI	MATERIALS			
	MILD STEEL Plate 12mm x 6' x 20' (pre-blasted and painted)	6 Plates		
	Angle bar 12mm x 3" x 3" x20' (pre- blasted & painted)	20 lengths		
	Flat bar 12mm x 3" x 20' (pre- blasted & painted)	20 lengths		
	BI Pipe 3" dia x20' sched. 80	20 lengths		
	<ul> <li>12V 8D N200 H52L</li> <li>12V</li> <li>27 Plates</li> <li>200 AH</li> <li>370 RC</li> <li>1216 CCA</li> <li>Ideal for tropical climate</li> <li>Dimensions: Approximatly L526</li> <li>x W280 x H213 mm</li> </ul>	20 pcs		
	Engine Oil - High detergent (HD) Engine Diesel Oil - SAE40	1Lot		
	Zinc Anodes 8.5kgs (welded type)	1Lot		
	<ul><li>Paints for Keel to Waterline:</li><li>Epoxy Primer Umeguard HS</li></ul>	1Lot		

<ul> <li>Anti-fouling Paint</li> <li>Epoxy Thinner A</li> <li>Anti fouling Thinner</li> </ul>	1Lot		
<ul> <li>Paints for Waterline to Topside:</li> <li>Epoxy Primer Umeguard HS</li> <li>Topcoat Epicon Finish HB Blue CS-676</li> <li>Topcoat Epicon Finish Yellow</li> <li>Topcoat Epicon Finish Gray</li> <li>Epoxy Thinner A</li> </ul>	1Lot		
<ul> <li>Paints for Chain and Chain Locker:</li> <li>Ultra-coat black coal tar</li> <li>Paint Thinner</li> <li>Protecto Epoxy Primer Gray</li> <li>Epoxy Reducer</li> </ul>	1Lot		
<ul> <li>Paints for Freshwater Tank:</li> <li>Epoxy Primer White</li> <li>Epoline Epoxy Tank Lining (lead free)</li> </ul>	1Lot		

[Signature of the Authorized Rep.]

[in the capacity of] (Please indicate position

of Authorized Rep.)]

## **Contract Agreement Form for the Procurement of Goods (Revised)**

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

## **CONTRACT AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

## and Warranty Security, shall likewise form part of the Contract.

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

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

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

#### ACKNOWLEDGEMENT

# REPUBLIC OF THE PHILIPPINES) \_\_\_\_\_\_) S.S.

\_\_\_\_\_

BEFORE ME, a Notary Public for and in City of \_\_\_\_\_, Philippines, this \_\_\_\_\_, 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\_\_.

# **Omnibus Sworn Statement**

REPUBLIC OF THE PHILIPPINES ) CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

## AFFIDAVIT

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

#### 1. Select one, delete the other:

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

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

#### 2. Select one, delete the other:

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

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

- 3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

## 6. Select one, delete the rest:

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examining all of the Bidding Documents;
  - b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquiring or securing a Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the 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 Commissio	on
Notary Public for	until
Roll of Attorneys No.	
PTR No[date iss	sued], [place issued]
IBP No [date iss	sued], [place issued]

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

## **BID SECURING DECLARATION FORM**

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant **SUBSCRIBED AND SWORN** to before me this \_\_\_\_ 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 Comr	nission
Notary Public for _	until
Roll of Attorneys N	No
PTR No [a	date issued], [place issued]
IBP No [a	late issued], [place issued]

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

#### STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

#### Kindly supply the required information in the spaces provided.

Name of Bidder \_\_\_\_\_\_. Invitation to Bid Number \_\_\_. Page\_of \_\_\_\_.

· · · ·								
Name of	Date of	Contrac	Owner's	Contact	Kinds	Date of	Amount	Value of
the	the	t	Name	Person	of	Delivery	of	Outstan
Contract	Contrac	Duratio	and	and	Good		Contract	ding
	t	n	Address	Contact	S	(Please		Contract
				Details		indicate		S
						estimated		
				(Tel./Cel		date of		
				l No.		delivery)		
				and/or				
				Email				
				Address				
				)				
Government C	ontracts:							
I								
Private Contra	cts:							
				II		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.

#### 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 \_\_\_\_.

					1		
Name of the	Date of	Contract	Owner's	Contact	Kinds	Amount of	Date of
Contract	the	Duration	Name and	Person and	of	Contract	Delivery
	Contrac		Address	Contact	Goods	adjusted	
	t			Details		by the	(Please
						bidder to	indicate
				(Tel./Cell		current	actual date
				No. and/or		prices	of delivery)
				Email		using	
				Address)		PSA's	
						consumer	
						price	
						index, if	
						necessary	
						for	
						purposes	
						of meeting	
						the SLCC	
						requireme	
						nt;	
						,	

of Authorized Rep.)]

[Signature of the 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.

# NFCC COMPUTATION

# Kindly supply the required information in the spaces provided.

Name of Bidder \_\_\_\_\_. Invitation to Bid Number \_\_. Page\_of \_\_\_\_.

DESCRIPTION	ABC
Commissioning and Retrofitting of BRP AMAZING GRACE	Php 45,000,000.00

DETAILS	ΑΜΟυΝΤ
Current Assets	
	Minus
Current Liabilities	
Difference of Current Assets and Current Liabilities	
	Multiplied by
K	15
Total (Product)	
	Minus
	winds
Total value of all substanting	
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)

