



**PHILIPPINE COAST GUARD**  
**MARITIME SAFETY SERVICES COMMAND**  
Cavite Buoy Base, Naval Base Heracleo Alano, Sangley Point Cavite City

# PROCUREMENT OF FIELD MAINTENANCE INSPECTION TEAM (FMIT) TOOLS

**MSSC-IB No. 2025-005**

**23 May 2025**

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.



**PHILIPPINE COAST GUARD**

**MARITIME SAFETY SERVICES COMMAND**

Cavite Buoy Base, Naval Base Heracleo Alano, Sangley Point Cavite City

## *Section I. Invitation to Bid*



# PHILIPPINE COAST GUARD

## MARITIME SAFETY SERVICES COMMAND

Cavite Buoy Base, Naval Base Heracleo Alano, Sangley Point Cavite City

### INVITATION TO BID FOR PROCUREMENT OF FIELD MAINTENANCE INSPECTION TEAM (FMIT) TOOLS

1. The **Headquarters Maritime Safety Services Command**, through the General Appropriations Act for CY 2025 intends to apply the sum of **Three Million Seven Hundred Twenty Thousand Twenty Seven Pesos Only (Php 3,720,027.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Procurement of Field Maintenance Inspection Team (FMIT) Tools**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Headquarters Maritime Safety Services Command** now invites bids for the above Procurement Project. Delivery of the Goods is required by **Thirty (30) Calendar days** after receipt of notice to proceed. Bidders should have completed, within **Five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **Procurement Branch Headquarters Maritime Safety Services Command located at 24<sup>th</sup> de Mayo Street Heracleo Alano Sangley Point Cavite City** and inspect the Bidding Documents at the address given during 8:00 AM – 5:00 PM. Except non-working days (i.e. Saturday and Sunday), Legal holiday, or Special non-working holiday, or other non-working days duly declared by the President, Mayor or other Government Official authorized to make such declaration.
5. Interested bidders may secure a slot for the bid at the **Philippine Coast Guard Accounting Service Office located at Bachrach Building 1, 23<sup>rd</sup> Street, Port Area, Manila** from **23 May 2025 to 18 June 2025**. A fee of Five Thousand Pesos Only (Php 5,000.00) is to be paid to the **Philippine Coast Guard Finance Service Office located at Bachrach Building 1, 23<sup>rd</sup> Street, Port Area, Manila**. Proof of payment shall be presented to the head of the Procuring Entity at the Maritime Safety Services Command in person or through email at [msscprocurement@gmail.com](mailto:msscprocurement@gmail.com) or [msscprocurement.gov@gmail.com](mailto:msscprocurement.gov@gmail.com).

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

6. The **Headquarters Maritime Safety Services Command** will hold a Pre-Bid Conference<sup>1</sup> on **03 June 2025, 9:00 AM** at Headquarters Maritime Safety Services Command (HMSSC) Function Hall, 24<sup>th</sup> de Mayo Street Heracleo Alano Sangley Point Cavite City, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **18 June 2025, 9:00 AM** late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **18 June 2025, 10:00 AM onwards** at the given address below **Headquarters Maritime Safety Services Command (HMSSC) Function Hall, 24<sup>th</sup> de Mayo Street Heracleo Alano Sangley Point Cavite City**. 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 **Headquarters Maritime Safety Services Command** 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 **Headquarters Maritime Safety Services Command** will accept bids only from those that have paid the applicable fee for the Bidding Documents.

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

- a) In alphabetic order, the bidders shall pick one rolled paper.
- b) The lucky bidder who would pick the paper with a “CONGRATULATIONS” remark shall declare as the final bidder having the LCRB and recommended for the award of the contract.



11. The **Headquarters Maritime Safety Services Command** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

**LTJG RACHELLE V SENTURIAS PCG**

Head Secretariat, MSSC Bids and Awards Committee

HMSSC Procurement Office

Headquarters Maritime Safety Services Command

24<sup>th</sup> de Mayo Street Heracleo Alano Sangley Point Cavite City


Contact Number: 0927 839 8546

Email Address: [msscprocurement@gmail.com](mailto:msscprocurement@gmail.com) or [msscprocurement.gov@gmail.com](mailto:msscprocurement.gov@gmail.com)

14. You may visit the following websites:

For downloading of Bidding Documents: [www.philgeps.gov.ph](http://www.philgeps.gov.ph) or [www.coastguard.gov.ph](http://www.coastguard.gov.ph)

**23 May 2025**

  
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**COMMO EUGENIO A FEDERICO PCG**

*BAC Chairman, MSSC*



## *Section II. Instructions to Bidders*

## 1. Scope of Bid

The Procuring Entity, **Headquarters Maritime Safety Services Command** wishes to receive Bids for the **Procurement of Field Maintenance Inspection Team (FMIT) Tools**, with identification number **MSSC-IB No. 2025-005**.

The Procurement Project (referred to herein as “Project”) is **composed of one (1) lot consisting of sixteen (16) items**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The Government of the Philippines (GOP) through the source of funding as indicated below General Appropriations Act (GAA) for CY 2025 in the amount of **Three Million Seven Hundred Twenty Thousand Twenty Seven Pesos Only (Php 3,720,027.00)**.

2.2. The source of funding is General Appropriations Act (GAA) of 2025.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2 Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

7.1 The Procuring Entity has prescribed that:

- a. 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 and either at its physical address **Headquarters Maritime Safety Services Command (HMSSC) Function Hall, 24<sup>th</sup> de Mayo Street Heracleo Alano Sangley Point Cavite City** as indicated in paragraph 6 of the **IB**.

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

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

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

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - 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<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until for one hundred twenty (120) calendar days from date of Opening and Preliminary Examination of Bid. 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,

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid

through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

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





**PHILIPPINE COAST GUARD**

**MARITIME SAFETY SERVICES COMMAND**

Cavite Buoy Base, Naval Base Heracleo Alano, Sangley Point Cavite City

### *Section III. Bid Data Sheet*

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. Any contract involving supply and delivery of fast-moving items for Procurement of Field Maintenance Inspection Team (FMIT) Tools or any other similar tools and equipment.</li> <li>b. Completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	No portion of the contract shall be sub-contracted.
12	The price of the Goods shall be quoted DDP at the Headquarters Maritime Safety Services Command (HMSSC), 24 <sup>th</sup> de Mayo Street Heracleo Alano Sangley Point Cavite City.
14	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than 2 percent (2%) of the ABC or at least the amount of <b>Seventy Four Thousand Four Hundred and Fifty Four Centavos (Php 74,400.54)</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than 5 percent (5%) of the ABC or at least the amount of <b>One Hundred Eighty Six Thousand One and Thirty Five Pesos Only (186,001.35)</b> if bid security is in Surety Bond.</li> </ol>
19.3	<p><b>Partial bid</b> is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>The project shall be awarded as One Project having several items that shall be awarded as one contract.</p>
20.2	<p>No additional requirements.</p> <p>The Bidders having the Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB) shall submit within a non-extendible period of five (5) calendar days from the BAC Notice as the LCB/SCB, the following:</p> <ol style="list-style-type: none"> <li>1. In case the bidder has just submitted the Class "A" Legal eligibility requirements and Audited Financial Statements (AFS), a valid PhilGEPS Registration Certificate;</li> <li>2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);</li> </ol> <p>In Accordance with Executive Order (E.O.) No. 398, Revenue Regulation (R.R) No. 03-2005 and Revenue Memorandum Circular (RMC) 16-2005, the above-mentioned tax returns shall refer to the following:</p> <ol style="list-style-type: none"> <li>2.1. Latest Income Tax Returns (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and</li> </ol>

	2.2. Latest Business Tax Returns shall refer to the Value Added Tax (VAT) or Percentage Tax filed and paid covering the previous six (6) months before the date of Submission, Receipt, Opening and Preliminary Examination Board.
21.2	In addition to the submission of Performance Securing Declaration or any of the allowable forms of Performance Security provided under Section 39.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of the Republic Act (R.A No. 9184), the bidder having the Lowest Single Calculated Responsive Bid shall submit a Certificate of No Pending Case within ten (10) calendar days from receipt of the Notice of Awards (NOA).



## *Section IV. General Conditions of Contract*

## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

2.1. Advance payment is not allowed by the procuring entity.

## **3. Performance Security**

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

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

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

## **6. Liability of the Supplier**

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

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



## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	Bidder/s has no right to demand for 15% mobilization fee and must provide brochures on items during the post-qualification.
	<b>Delivery and Documents –</b>
	For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	“The delivery terms applicable to this Contract are delivered at Headquarters Maritime Safety Services Command located at 24 <sup>th</sup> de Mayo Street Heracleo Alano Sangley Point Cavite City
	Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	<p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is</p> <p style="text-align: center;"><b>LTJG DANILO S MAGPANTAY PCG</b>  Headquarters Maritime Safety Services Command  24th de Mayo Street Heracleo Alano Sangley Point Cavite City</p> <p style="text-align: center;"><b>LTJG RACHELLE V SENTURIAS</b>  Head Secretariat, Bids and Awards Committee  Headquarters Maritime Safety Services Command  24th de Mayo Street Heracleo Alano Sangley Point Cavite City</p> <p style="text-align: center;">Contact Number: 0927 839 8546  Email Address: <a href="mailto:msscprocurement@gmail.com">msscprocurement@gmail.com</a> or <a href="mailto:msscprocurement.gov@gmail.com">msscprocurement.gov@gmail.com</a></p>
	<b>Incidental Services –</b>
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	a. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	b. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;



	<p>c. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Supplier's risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:</p> <ol style="list-style-type: none"> <li>No advance payment shall be allowed.</li> <li>Payment shall be made upon submission of the invoices describing the goods being delivered, subject to accounting and auditing rules and procedures.</li> </ol>

4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> <li>a. The inspection shall be undertaken at Headquarters Maritime Safety Services Command 24th de Mayo Street Heracleo Alano Sangley Point Cavite City.</li> <li>b. Pre-Delivery Inspection: All items delivered shall be checked by at least two (2) members of the Headquarters Maritime Safety Services Command Technical Inspection and Acceptance Committee (TIAC).</li> <li>c. Only items in conformity with the required quantity and technical specification shall be accepted.</li> </ol>



# **PHILIPPINE COAST GUARD** **MARITIME SAFETY SERVICES COMMAND** Cavite Buoy Base, Naval Base Heracleo Alano, Sangley Point Cavite City

## ***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.

QTY	UNIT	NOMENCLATURE	Delivered, Weeks/Months
15	pcs	<b>Portable Angle Grinder (Complete package with battery and charger)</b>  High Performance: Brushless motor with three-speed settings for various cutting tasks. Type: Brushless Motor Rated Voltage: 20V No-Load Speed: 3000/6000/9000rpm Disc Diameter: 100mm Spindle Thread: M10 Charge Voltage: 220-240V~50/60Hz Technical Parameters: Compliant with National Safety Standards  Accessories Included: <ul style="list-style-type: none"> <li>• 1 Set of 100mm abrasive metal cutting discs (10 pcs)</li> <li>• 1 x 4.0Ah Battery Pack (FBLI20021)</li> <li>• 1 x Charger (FCLI2001)</li> </ul> <i>Warranty: Minimum 1-Month Warranty</i>	<b>Delivery Period:</b> Within <b>thirty (30) Calendar days</b> from receipt by the winning supplier of the Notice to Proceed (NTP)  <b>Delivery Site:</b> Headquarters Maritime Safety Services Command Heracleo Alano, Cavite Buoy Base, Naval Base, Sangley Point Cavite City
15	pcs	<b>Portable Impact Wrench (Complete package with battery and charger)</b> Adjustable no-load speeds for various applications  Motor Type: Brushless Square Drive: 1/2" No-Load Speed: 0-1600/0-1900/0-2300rpm Impact Rate: 0-2100/0-2500/0-2900bpm Fastening Torque: 400Nm Nut-Busting Torque: 550Nm Integrated LED Work Light: Yes Technical Parameters: Compliant with National Safety Standards  Included Accessories: <ul style="list-style-type: none"> <li>• 1pc x 20V Charger</li> <li>• Charge Volts: 220-240V~50/60Hz</li> <li>• 2pcs x 2.0Ah Battery Pack</li> <li>• 3pcs x Sockets: 17mm, 19mm, 21mm</li> <li>• Packed by carrying case</li> </ul> <i>Warranty: Minimum 1-Month Warranty</i>	

15	pcs	<p><b>Portable Hand Drill (Complete package with battery, charger, and drill bit)</b></p> <p>Specification  Motor Type: Brushless  Voltage: 20V  No-load Speed: 0-550/0-2000 rpm  Max Torque: 55 Nm  Chuck Type: Metal  Chuck Capacity: 13 mm  Torque Settings: At least 20  Chuck Mechanism: Auto-lock keyless  Gear Type: Mechanical 2-speed  Spindle Lock Function: Yes  LED Work Light: Integrated  Battery Indicator: LED power indicator  Technical Parameters: Compliant with National Safety Standards</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> <li>• 2 Pcs 2.0Ah battery pack</li> <li>• 1 Pcs charger</li> <li>• Charge Volts: 220-240V ~ 50/60Hz</li> <li>• 47 Pcs accessories</li> <li>• 3 Pcs masonry drill bits</li> </ul> <p><i>Warranty: Minimum 1-Month Warranty</i></p>	<p><b>Delivery Period:</b>  Within <b>thirty (30) Calendar days</b> from receipt by the winning supplier of the Notice to Proceed (NTP)</p> <p><b>Delivery Site:</b>  Headquarters  Maritime Safety Services  Command  Heracleo Alano, Cavite Buoy Base, Naval Base, Sangley Point Cavite City</p>
20	pcs	<p><b>Portable GPS</b></p> <p>At least but not limited  Lens Material: chemically strengthened glass  Water rating: IPX7  Battery type rechargeable, internal lithium-ion  Ability to Add Maps  Built-in Base Map  External Memory Storage up to 32GB  Can store up to 10,000 Waypoints/Favorites/Locations  Can store up to 250 tracks and planned routes  Supports RINEX (Receiver Independent Exchange Format)  The device should be equipped with the following sensors:</p> <ul style="list-style-type: none"> <li>• GPS</li> <li>• GALILEO</li> <li>• BAROMETRIC ALTIMETER</li> <li>• COMPASS (Tilt-compensated 3-axis)</li> <li>• HIGH SENSITIVITY RECEIVER</li> <li>• GPS COMPASS (While moving)</li> </ul> <p>Can store up to 15,000 individual Map Segments  Memory/History: 16 GB (user space varies based on included mapping)  Interface: high-speed micro-USB and NMEA 0183 compatible  Technical Parameters: Compliant with National Safety Standards  <i>Warranty: Minimum 1-Month Warranty</i></p>	

20	pcs	<b>Portable Depth Sounder</b>  At least but not limited Number of channels: 1 Frequency: 200 kHz Measurement target: Bottom underwater surface Measurement range: 0.6 - 80 m Survey directive angle (half of the full angle of sound pressure): 24° Power source: 9V DC (006P dry-) Display: LCD (with backlight) Ambient operating temperature: 0 to 50°C Warranty: <i>Minimum 1-Month Warranty</i>	<b>Delivery Period:</b> Within <b>thirty (30) Calendar days</b> from receipt by the winning supplier of the Notice to Proceed (NTP) <b>Delivery Site:</b> Headquarters Maritime Safety Services Command Heracleo Alano, Cavite Buoy Base, Naval Base, Sangley Point Cavite City
15	pcs	<b>Battery Analyzer</b>  12V/24V charging system test: 7~30V DC Battery type: Ordinary lead acid battery, AGM flat plate battery, AGM spiral battery, GEL battery, EFB battery Battery capacity: 3~250Ah	
60	cans	<b>1kg Sealant</b>  non-sag Long-Lasting Works on Wet Surface Rubber Sealant	
15	pcs	<b>Multipurpose Ladder</b>  Material: Aluminum Alloy Size 3:20FT--4x5 Folding size:157*39*28 Weight:15 kg or lower Bearing capacity: 500kg or higher Technical Parameters: Compliant with National Safety Standards	
15	set	<b>Toolset (Complete Set)</b>  Set Includes: <ul style="list-style-type: none"> <li>• Eye wrenches 8 - 10 - 12 - 13 - 14 - 15 - 17 - 19 - 20 - 21 - 22 mm</li> <li>• Screwdriver: PH0 x 75 mm, PH2 x 100 mm, SL3 x 75 mm, 6 x 100 mm and 8 x 150 mm</li> <li>• Demolition knife</li> <li>• Allen Wrench</li> <li>• Universal Clamp</li> <li>• Pliers</li> <li>• 1/2" and 1/4" ratchet recording</li> <li>• Socket set 1/4" 4 - 5 - 5.5 - 6 - 7 - 8 - 9 - 10 - 11 - 12 - 13 - 14 mm</li> <li>• Socket set 1/2" 10 - 11 - 12 - 13 - 14 - 15 - 16 - 17 - 18 - 19 - 20 - 21 - 22 - 23 - 24 - 27 - 30 - 32 mm</li> <li>• Extension 1/4" 100 mm</li> <li>• 1/2" extension 125 mm and 250 mm</li> <li>• Measuring Tape 5 m</li> <li>• Vice Grip 250 mm</li> <li>• Wrench set 1.5 - 2 - 2.5 - 3 - 4 - 5 - 6 - 8 - 10 mm</li> <li>• Toolbox</li> </ul>	<b>Delivery Period:</b> Within <b>thirty (30) Calendar days</b> from receipt by the winning supplier of the Notice to Proceed (NTP) <b>Delivery Site:</b>

		Technical Parameters: Compliant with National Safety Standards	Headquarters Maritime Safety Services Command Heracleo Alano, Cavite Buoy Base, Naval Base, Sangley Point Cavite City
130	cans	<b>Latex Paint (White) (4 Liter)</b>  Must be: 100% acrylic latex paint with excellent hiding, durability, and dirt pick-up resistance Uses: Interior and exterior. Concrete, stucco, bricks plaster, hollow blocks, drywall, and properly primed wood	
33	pcs	<b>Harness (Full Body Type)</b> Material: Reliable with - reinforced polyester material. With alloy steel D-rings. Weight capacity: Minimum of 100 kg.  Must be: Comfortable with adjustable thigh belt and shoulder strap. Comfortable and breathable, providing better support and extreme comfort. Adjustable Size - It fits well for adults. Adjustable leg loops allow size to be adjusted depending on the comfort desired or layers of clothing worn. Wide Application - comfortable and flexible. Specification: Material: Polyester Size  Dimension: Bust: 50-100cm/19.69-39.37inch Leg Circumference: 30-80cm/11.81-31.50inch Applicable Height: 70-180cm/27.56-70.87inch Bearing Weight: KG/220.46 Lbs Package Includes: 1 Piece Full Body Climbing Harness	
18	pcs	<b>Multimeter</b>  Must be: Audible and visual alarm for incorrect connections Test leads with fine tips for circuit board testing Simple interface to wake meter from sleep mode by activating any buttons Voltage: 6000-count reading Capacitance range: 2000uF  <i>Warranty: Minimum 1-Month Warranty</i>	
15	pcs	<b>Drone</b>  Parameter Color: Any color will work, but black is preferred Battery capacity: 7.4V 2200mah Charging method: USB charging cable Use time: 30 minutes Remote control distance: Height 120 meters/ minimum of distance 1000 meters Camera parameters: 4K Features: Foldable Design for easy storage and portability, LED lights for night flying, support for both Android and iOS devices  Accessories Included: <ul style="list-style-type: none"> <li>Complete with box and user manual</li> </ul>	

**Delivery Period:**  
Within **thirty (30) Calendar days** from receipt by the winning supplier of the Notice to Proceed (NTP)

**Delivery Site:**  
Headquarters  
Maritime Safety  
Services  
Command  
Heracleo Alano,  
Cavite Buoy  
Base, Naval  
Base, Sangley  
Point Cavite City

		<ul style="list-style-type: none"> <li>• Charging Cable</li> <li>• Remote controller</li> </ul> <p><i>Warranty: Minimum 1-Month Warranty</i>  <i>Note: This specification is the minimum requirement; it can be higher, but not lower</i></p>	<b>Delivery Period:</b> Within <b>thirty (30) Calendar days</b> from receipt by the winning supplier of the Notice to Proceed (NTP) <b>Delivery Site:</b> Headquarters Maritime Safety Services Command Heracleo Alano, Cavite Buoy Base, Naval Base, Sangley Point Cavite City
15	pcs	<b>Inverter Gasoline Welding Machine (Inverter Welding Generator)</b>  Must be Inverter Welding Generator Current: 10-200A Voltage: 24-27V Engine Power: 8.5HP Engine Displacement: 223cc Dimensions: 480x370x468mm Net Weight: 28kg	
33	pcs	<b>Pulley</b>  Material: Alloy Steel Capacity: Minimum of 200kg Suitable for: 6mm to 8mm Diameter Rope Technical Parameters: Compliant with National Safety Standards	
15	pcs	<b>Portable Pressure Washer</b>  Specifications Rated Input Power: 1700W Pressure Power: 150 Bar Max Flow: 6.8 L/MIN Rated Voltage: 220V Frequency: 60 HZ <i>Warranty: Minimum 1-Month Warranty</i>	
		x-x-x- Nothing Follows -x-x-x	

**Conforme:**

(Signature of Authorized Representative) (in capacity of) (Please indicate position of Authorized Rep)

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



**PHILIPPINE COAST GUARD**  
**MARITIME SAFETY SERVICES COMMAND**  
Cavite Buoy Base, Naval Base Heracleo Alano, Sangley Point Cavite City

## *Section VII. Technical Specifications*



# Technical Specifications

Item	Specification	Statement of Compliance
1	<p><b>Portable Angle Grinder (Complete package with battery and charger)</b></p> <p>High Performance: Brushless motor with three-speed settings for various cutting tasks. Type: Brushless Motor</p> <p>Rated Voltage: 20V</p> <p>No-Load Speed: 3000/6000/9000rpm</p> <p>Disc Diameter: 100mm</p> <p>Spindle Thread: M10</p> <p>Charge Voltage: 220-240V~50/60Hz</p> <p>Technical Parameters: Compliant with National Safety Standards</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> <li>• 1 Set of 100mm abrasive metal cutting discs (10 pcs)</li> <li>• 1 x 4.0Ah Battery Pack (FBLI20021)</li> <li>• 1 x Charger (FCLI2001)</li> <li>- <i>Warranty: Minimum 1-Month Warranty</i></li> </ul>	STATEMENT OF COMPLIANCE
2	<p><b>Portable Impact Wrench (Complete package with battery and charger)</b></p> <p>Adjustable no-load speeds for various applications</p> <p>Motor Type: Brushless</p> <p>Square Drive: 1/2"</p> <p>No-Load Speed: 0-1600/0-1900/0-2300rpm</p> <p>Impact Rate: 0-2100/0-2500/0-2900bpm</p> <p>Fastening Torque: 400Nm</p>	

	<p>Nut-Busting Torque: 550Nm</p> <p>Integrated LED Work Light: Yes</p> <p>Technical Parameters: Compliant with National Safety Standards</p> <p>Included Accessories:</p> <ul style="list-style-type: none"> <li>• 1pc x 20V Charger</li> <li>• Charge Volts: 220-240V~50/60Hz</li> <li>• 2pcs x 2.0Ah Battery Pack</li> <li>• 3pcs x Sockets: 17mm, 19mm, 21mm</li> <li>• Packed by carrying case</li> <li>- <i>Warranty: Minimum 1-Month Warranty</i></li> </ul>	
3	<p><b>Portable Hand Drill (Complete package with battery, charger, and drill bit)</b></p> <p>Specification</p> <p>Motor Type: Brushless</p> <p>Voltage: 20V</p> <p>No-load Speed: 0-550/0-2000 rpm</p> <p>Max Torque: 55 Nm</p> <p>Chuck Type: Metal</p> <p>Chuck Capacity: 13 mm</p> <p>Torque Settings: At least 20</p> <p>Chuck Mechanism: Auto-lock keyless</p> <p>Gear Type: Mechanical 2-speed</p> <p>Spindle Lock Function: Yes</p> <p>LED Work Light: Integrated</p> <p>Battery Indicator: LED power indicator</p> <p>Technical Parameters: Compliant with National Safety Standards</p>	

	<p>Accessories Included:</p> <ul style="list-style-type: none"> <li>• 2 Pcs 2.0Ah battery pack</li> <li>• 1 Pcs charger</li> <li>• Charge Volts: 220-240V ~ 50/60Hz</li> <li>• 47 Pcs accessories</li> <li>• 3 Pcs masonry drill bits</li> </ul> <p><i>Warranty: Minimum 1-Month Warranty</i></p>	
4	<p><b>Portable GPS</b></p> <p>At least but not limited Lens Material: chemically strengthened glass</p> <p>Water rating: IPX7</p> <p>Battery type rechargeable, internal lithium-ion</p> <p>Ability to Add Maps</p> <p>Built-in Base Map</p> <p>External Memory Storage up to 32GB</p> <p>Can store up to 10,000 Waypoints/Favorites/Locations</p> <p>Can store up to 250 tracks and planned routes</p> <p>Supports RINEX (Receiver Independent Exchange Format)</p> <p>The device should be equipped with the following sensors:</p> <ul style="list-style-type: none"> <li>• GPS</li> <li>• GALILEO</li> <li>• BAROMETRIC ALTIMETER</li> <li>• COMPASS (Tilt-compensated 3-axis)</li> </ul>	

	<ul style="list-style-type: none"> <li>• HIGH SENSITIVITY RECEIVER</li> <li>• GPS COMPASS (While moving)</li> </ul> <p>Can store up to 15,000 individual Map Segments</p> <p>Memory/History: 16 GB (user space varies based on included mapping)</p> <p>Interface: high-speed micro-USB and NMEA 0183 compatible</p> <p>Technical Parameters: Compliant with National Safety Standards</p> <p><i>Warranty: Minimum 1-Month Warranty</i></p>	
5	<p><b>Portable Depth Sounder</b></p> <p>At least but not limited Number of channels: 1</p> <p>Frequency: 200 kHz</p> <p>Measurement target: Bottom underwater surface</p> <p>Measurement range: 0.6 - 80 m</p> <p>Survey directive angle (half of the full angle of sound pressure): 24°</p> <p>Power source: 9V DC (006P dry-)</p> <p>Display: LCD (with backlight)</p> <p>Ambient operating temperature: 0 to 50°C</p> <p><i>Warranty: Minimum 1-Month Warranty</i></p>	
6	<p><b>Battery Analyzer</b></p> <p>12V/24V charging system test: 7~30V DC</p> <p>Battery type: Ordinary lead acid battery, AGM flat plate battery, AGM spiral battery, GEL battery, EFB battery</p> <p>Battery capacity: 3~250Ah</p>	

7	<b>1kg Sealant</b>  non-sag Long-Lasting Works on Wet Surface Rubber Sealant	
8	<b>Multipurpose Ladder</b>  Material: Aluminum Alloy Size 3:20FT--4x5  Folding size:157*39*28  Weight:15 kg or lower  Bearing capacity: 500kg or higher  Technical Parameters: Compliant with National Safety Standards	
9	<b>Toolset (Complete Set)</b> Set Includes: <ul style="list-style-type: none"> <li>• Eye wrenches 8 - 10 - 12 - 13 - 14 - 15 - 17 - 19 - 20 - 21 - 22 mm</li> <li>• Screwdriver: PH0 x 75 mm, PH2 x 100 mm, SL3 x 75 mm, 6 x 100 mm and 8 x 150 mm</li> <li>• Demolition knife</li> <li>• Allen Wrench</li> <li>• Universal Clamp</li> <li>• Pliers</li> <li>• 1/2" and 1/4" ratchet recording</li> <li>• Socket set 1/4" 4 - 5 - 5.5 - 6 - 7 - 8 - 9 - 10 - 11 - 12 - 13 - 14 mm</li> <li>• Socket set 1/2" 10 - 11 - 12 - 13 - 14 - 15 - 16 - 17 - 18 - 19 - 20 - 21 - 22 - 23 - 24 - 27 - 30 - 32 mm</li> <li>• Extension 1/4" 100 mm</li> <li>• 1/2" extension 125 mm and 250 mm</li> </ul>	

	<ul style="list-style-type: none"> <li>• Measuring Tape 5 m</li> <li>• Vice Grip 250 mm</li> <li>• Wrench set 1.5 - 2 - 2.5 - 3 - 4 - 5 - 6 - 8 - 10 mm</li> <li>• Toolbox</li> </ul> <p>Technical Parameters: Compliant with National Safety Standards</p>	
10	<p><b>Latex Paint (White) (4 Liter)</b></p> <p>Must be: 100% acrylic latex paint with excellent hiding, durability, and dirt pick-up resistance Uses: Interior and exterior. Concrete, stucco, bricks plaster, hollow blocks, drywall, and properly primed wood</p>	
11	<p><b>Harness (Full Body Type)</b></p> <p>Material: Reliable with - reinforced polyester material. With alloy steel D-rings.</p> <p>Weight capacity: Minimum of 100 kg. Must be: Comfortable with adjustable thigh belt and shoulder strap.</p> <p>Comfortable and breathable, providing better support and extreme comfort. Adjustable Size - It fits well for adults. Adjustable leg loops allow size to be adjusted depending on the comfort desired or layers of clothing worn.</p> <p>Wide Application - comfortable and flexible. Specification: Material: Polyester Size Dimension: Bust: 50-100cm/19.69-39.37inch Leg Circumference: 30-80cm/11.81-31.50inch Applicable Height: 70-180cm/27.56-70.87inch Bearing Weight: KG/220.46 Lbs Package Includes: 1 Piece Full Body Climbing Harness</p>	
12	<p><b>Multimeter</b></p> <p>Must be:</p>	

	<p>Audible and visual alarm for incorrect connections</p> <p>Test leads with fine tips for circuit board testing</p> <p>Simple interface to wake meter from sleep mode by activating any buttons</p> <p>Voltage: 6000-count reading</p> <p>Capacitance range: 2000uF</p> <p><i>Warranty: Minimum 1-Month Warranty</i></p>	
13	<p><b>Drone</b></p> <p>Parameter</p> <p>Color: Any color will work, but black is preferred</p> <p>Battery capacity: 7.4V 2200mah</p> <p>Charging method: USB charging cable</p> <p>Use time: 30 minutes</p> <p>Remote control distance: Height 120 meters/ minimum of distance 1000 meters</p> <p>Camera parameters: 4K</p> <p>Features: Foldable Design for easy storage and portability, LED lights for night flying, support for both Android and iOS devices</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> <li>• Complete with box and user manual</li> <li>• Charging Cable</li> <li>• Remote controller</li> </ul> <p><i>Warranty: Minimum 1-Month Warranty</i></p> <p><i>Note: This specification is the minimum requirement; it can be higher, but not lower</i></p>	

14	<b>Inverter Gasoline Welding Machine (Inverter Welding Generator)</b>  Must be  Inverter Welding Generator  Current: 10-200A  Voltage: 24-27V  Engine Power: 8.5HP  Engine Displacement: 223cc  Dimensions: 480x370x468mm  Net Weight: 28kg	
15	<b>Pulley</b>  Material: Alloy Steel  Capacity: Minimum of 200kg  Suitable for: 6mm to 8mm Diameter Rope  Technical Parameters: Compliant with National Safety Standards	
16	<b>Portable Pressure Washer</b>  Specifications  Rated Input Power: 1700W  Pressure Power: 150 Bar  Max Flow: 6.8 L/MIN  Rated Voltage: 220V  Frequency: 60 HZ  <i>Warranty: Minimum 1-Month Warranty</i>	
<b>Requirement/s if declared as Lowest/Single Calculated Bids</b>		



<p><b>Delivery Period and Completeness: Thirty (30) Calendar days from NTP</b></p> <p><b>Delivery Place:</b> Headquarters Maritime Safety Services Command, 24<sup>th</sup> de Mayo Street Heracleo Alano Sangley Point Cavite City</p> <p><b>Warranty Period/Coverage of Warranty:</b> Maximum of three (3) months upon acceptance/delivery to rectify errors in the items delivered, if any, since it is expendable supplies.</p> <p><b>Site/Delivery Inspection (if applicable):</b> Headquarters Maritime Safety Services Command, 24<sup>th</sup> de Mayo Street Heracleo Alano Sangley Point Cavite City</p> <p><b>Pre-Delivery Inspections:</b> To be checked by at least majority of the ATON TIAC Members at the principal place of business.</p> <p><b>Acceptance Parameters:</b> The inspection and test shall be conducted at the Headquarters Maritime Safety Services Command, 24<sup>th</sup> de Mayo Street Heracleo Alano Sangley Point Cavite City by the end-user and the Technical Inspection and Acceptance Committee (TIAC). Only items in conformity with the required quantity on the technical specification shall be accepted.</p>
<p><b>Other requirement to be submitted by the Bidder during the Post-Qualification:</b></p> <ul style="list-style-type: none"> <li>• TWG to conduct site inspection to ascertain the authenticity of the store and supporting documents</li> <li>• Brochures or sample pictures of each item for pre-approval of the TWG to comply with the acceptance parameters</li> <li>• Certificate of Dealership/ Distributorship</li> </ul>
<p>x-x-x-x Nothing Followsx-x-x-x-x-x</p>

**Conforme:**

(Signature of Authorized Representative) (In capacity of) (Please indicate position of Authorized Rep)

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



**PHILIPPINE COAST GUARD**  
**MARITIME SAFETY SERVICES COMMAND**  
Cavite Buoy Base, Naval Base Heracleo Alano, Sangley Point Cavite City

## ***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. contains the name of the contract to bid in CAPITAL LETTERS;
- b. bears 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-HEADQUARTERS MARITIME SAFETY SERVICES  
COMMAND**

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

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Duly signed and Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed and Notarized Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

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

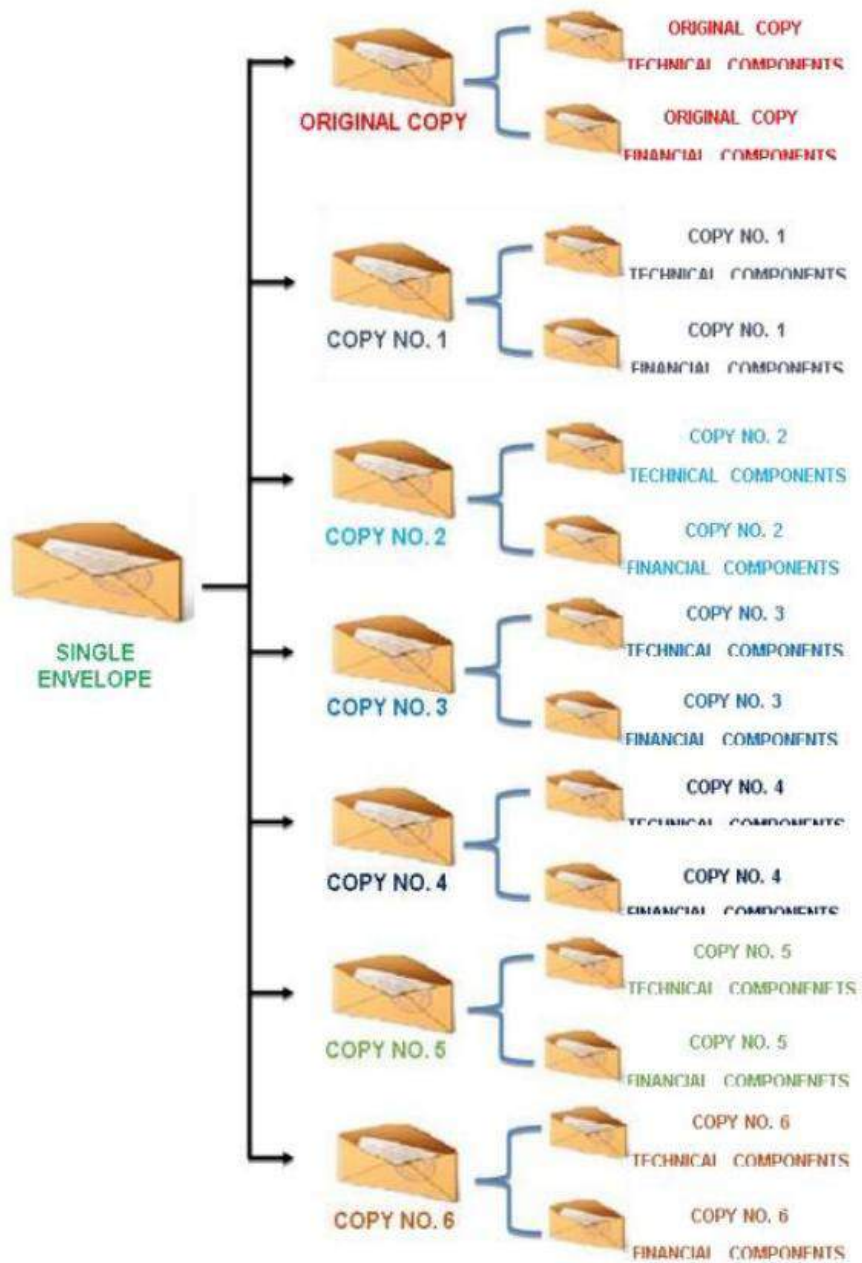
Other documentary requirements under RA No. 9184 (as applicable)

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

**II. FINANCIAL COMPONENT ENVELOPE**

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s).

## DIAGRAM FOR THE SEALING AND MARKING OF BIDS



Note:

All financial offers (unit and total prices) shall be rounded off up to two (2) decimal places.

**Contract Agreement Form for the Procurement of Goods (Revised) [Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]**

**CONTRACT AGREEMENT**

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

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

i. Philippine Bidding Documents (PBDs);

i. Schedule of Requirements;

ii. Technical Specifications;

iii. General and Special Conditions of Contract; and

iv. Supplemental or Bid Bulletins, if any

ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

iii. Performance Security;

iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and

v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and**

**Warranty Security, shall likewise form part of the Contract.**

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

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

## ACKNOWLEDGEMENT

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

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

**NAME**

**ID ISSUED AT/ON**

\_\_\_\_\_

\_\_\_\_\_

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

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

Doc No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_\_\_.



## Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

### BID FORM

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

*To: Headquarters Maritime Safety Services Command*

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 of agent	Amount	Purpose of 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: \_\_\_\_\_

## OMNIBUS SWORN STATEMENT

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

### A F F I D A V I T

*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 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 Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

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

## **BID SECURING DECLARATION FORM**

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

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

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

I/We, the undersigned, declare that:

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

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

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

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

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Series of \_\_\_\_\_

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

X-----X

### **PERFORMANCE SECURING DECLARATION**

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER'S 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 Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

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