PHILIPPINE BIDDING DOCUMENTS

Government of the Republic of the Philippines
(As Harmonized with Development Partners)

“DRYDOCKING AND REPAIR OF DA-BFAR MCS PATROL VESSELS AND M/V DA-BFAR VESSEL.”

Bid Reference No. 2015-046

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>End-User</th>
<th>Approved Budget for the Contract (ABC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Roy M. Dela Cuesta Captain, M/V DA-BFAR</td>
<td>29,805,160.00</td>
</tr>
<tr>
<td>2</td>
<td>Don George R. Tana Engineer IV, NMFDC</td>
<td>15,748,256.00</td>
</tr>
<tr>
<td>3</td>
<td>Don George R. Tana Engineer IV, NMFDC</td>
<td>5,647,163.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL ABC</strong></td>
<td><strong>51,200,579.00</strong></td>
</tr>
</tbody>
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Fourth Edition
December 2010
Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines (GOP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), and local government units (LGUs). The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution in accordance with the provisions of the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in

Section II. Instructions to Bidders (ITB) and in

Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in
Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; Section VII. Items and Technical Specifications, and Section IX. Foreign-Assisted Projects. The forms to be used are provided in Section VIII. Bidding Forms.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. In addition, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents, except for the notes introducing Section VIII. Bidding Forms where the information is useful for the Bidder. The following general directions should be observed when using the documents:

(a) All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Project.

(b) Specific details, such as the name of the Procuring Entity and address for bid submission, should be furnished in the ITB, BDS, and SCC. The final documents should contain neither blank spaces nor options.

(c) This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, SCC, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should contain no footnotes except Section VIII. Bidding Forms since these provide important guidance to Bidders.

(d) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

(e) If modifications must be made to bidding procedures, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the BDS or SCC these terms shall be printed in bold type face on Section I. Instructions to Bidders and Section III. General Conditions of Contract, respectively.
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Section I. Invitation to Bid

INVITATION TO BID:

BID REFERENCE NO.: 2015-046
“DRYDOCKING AND REPAIR OF DA-BFAR MCS PATROL VESSELS AND M/V DA-BFAR VESSEL.”

The Bureau of Fisheries and Aquatic Resources (BFAR) of the Department of Agriculture, through the General Appropriations Act for 2015 intends to apply the sums indicated in the table below, being the Approved Budget for the Contract (ABC) of FIFTY ONE MILLION TWO HUNDRED THOUSAND AND FIVE HUNDRED SEVENTY NINE (Php 51, 200,579.00) PESOS to payments under the contract for Bid Reference No.: 2015-046 entitled “DRYDOCKING AND REPAIR OF DA-BFAR MCS PATROL VESSELS AND M/V DA-BFAR VESSEL.”

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

The said procurement project is composed of THREE (3) LOTS and is particularly described as follows:

<table>
<thead>
<tr>
<th>P.R. NO./ ACCOUNT CODE</th>
<th>LOT NO</th>
<th>DESCRIPTION</th>
<th>Approved Budget for the Contract (ABC) (PHP)</th>
<th>Price of Bid Documents (PHP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR #: 15-09-3146</td>
<td>1</td>
<td>DRYDOCKING AND REPAIR OF M/V DA-BFAR.</td>
<td>29,805,160.00</td>
<td>30,000.00</td>
</tr>
<tr>
<td>PR #: 15-09-3155</td>
<td>2</td>
<td>DRYDOCKING AND WATER JET PROPULSION ASSEMBLY REPLACEMENT WORKS (MODEL HJ-274) OF 11 METERS DA-BFAR MCS PATROL VESSELS.</td>
<td>15,748,256.00</td>
<td>16,000.00</td>
</tr>
<tr>
<td>PR #: 15-09-3156</td>
<td>3</td>
<td>DRYDOCKING AND REPAIR OF DAMAGED FRP HULL OF DA-MCS PATROL VESSEL 3004.</td>
<td>5,647,163.00</td>
<td>6,000.00</td>
</tr>
</tbody>
</table>

The BFAR now invites bids for the Goods indicated above. Delivery of the Goods/Service is required within Thirty (30) days after receipt of the Notice to Proceed. Prospective Bidders should have completed within the last five (5) years prior to deadline for submission and receipt of bids, at least one (1) single contract similar to the Project amounting to at least fifty percent (50%) of the ABC.
The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

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 5183 and subject to Commonwealth Act 138.

The complete set of Bidding Documents may be purchased at the BFAR-BAC Secretariat upon payment of non-refundable price of bid documents indicated above. The Bidding documents may also be downloaded free of charge from the website of the PhilGEPS provided that Bidders shall pay the non-refundable price not later than the submission of their bids.

The BFAR will hold a Pre-Bid Conference (please refer to the Schedule of Procurement Activities below) which shall be open only to all interested parties who have purchased the Bidding Documents. Bidders are hereby encouraged to send their authorized technical representatives or personnel who are familiar with the bid requirements and will prepare the documents for the supplier. The Schedule of Procurement Activities is:

<table>
<thead>
<tr>
<th>PROCUREMENT ACTIVITY</th>
<th>DATE</th>
<th>TIME</th>
<th>VENUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>AVAILABILITY OF BID DOCS</td>
<td>Starting October 20, 2015</td>
<td>9:00 AM TO 4:00 PM</td>
<td>BFAR-BAC OFFICE</td>
</tr>
<tr>
<td>PRE-BID CONFERENCE</td>
<td>October 26, 2015</td>
<td>1:00 PM</td>
<td>BFAR CONFERENCE ROOM, 3/F PCA Bldg., Elliptical Road, Diliman, Quezon City</td>
</tr>
<tr>
<td>DEADLINE SUBMISSION OF BIDS</td>
<td>November 9, 2015</td>
<td>12:30 PM</td>
<td></td>
</tr>
<tr>
<td>OPENING OF BIDS</td>
<td>November 9, 2015</td>
<td>1:00 PM</td>
<td></td>
</tr>
</tbody>
</table>

Interested bidders may obtain further information from BFAR BAC Secretariat at telephone number 332-4661 during office hours.

The BFAR reserves the right to reject any and all proposals, or declare a failure of bidding, or not award the contract, and makes no assurance that contract shall be entered into as a result of this invitation without thereby incurring any liability in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations.

Original Signed
ATTY. DEMOSTHENES R. ESCOTO
Chairman-Bids and Awards Committee
Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This section of the Bidding Documents provides the information necessary for Bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, opening, evaluation, and award of contract.

Section II contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II which are specific to each procurement.

Matters governing performance of the Bidder, payments, or those affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under

Section IV. General Conditions of Contract, and/or Section V. Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.
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<td>34. Notice to Proceed</td>
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General

1. Scope of Bid

1.1. The procuring entity named in the BDS (hereinafter referred to as the "Procuring Entity") wishes to receive bids for supply and delivery of the goods as described in Section VII. Items and Technical Specifications (hereinafter referred to as the "Goods").

1.2. The name, identification, and number of lots specific to this bidding are provided in the BDS. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has applied for or received funds from the Funding Source named in the BDS, and in the amount indicated in the BDS. It intends to apply part of the funds received for the Project, as defined in the BDS, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

3.1. Unless otherwise specified in the BDS, 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. In pursuance of this policy, the Procuring Entity:

(a) defines, for purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the
Procuring Entity of the benefits of free and open competition.

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.
4. **Conflict of Interest**

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:

(a) A Bidder has controlling shareholders in common with another Bidder;

(b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

(c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;

(d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;

(e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or

(f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

(a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
(b) If the Bidder is a partnership, to all its officers and members;

(c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and

(d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1. Unless otherwise provided in the BDS, the following persons shall be eligible to participate in this bidding:

(a) Duly licensed Filipino citizens/sole proprietorships;

(b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

(c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;

(d) Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and

(e) Unless otherwise provided in the BDS, persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).

5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the BDS:

(a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;

(b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
(c) When the Goods sought to be procured are not available from local suppliers; or

(d) When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.

5.4. Unless otherwise provided in the BDS, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the BDS.

For this purpose, contracts similar to the Project shall be those described in the BDS, and completed within the relevant period stated in the Invitation to Bid and ITB Clause 12.1(a)(iv).

The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC)

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

\[
\text{NFCC} = \left[ (\text{Current assets minus current liabilities}) \times (K) \right] - \text{the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.}
\]

Where:

\[ K = \begin{cases} 
10 & \text{for a contract duration of one year or less,} \\
15 & \text{for a contract duration of more than one year up to two years,} \\
20 & \text{for a contract duration of more than two years.}
\end{cases} \]

6. **Bidder’s Responsibilities**

6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in ITB Clause 12.1(b)(iii).

6.2. The Bidder is responsible for the following:

(a) Having taken steps to carefully examine all of the Bidding Documents;
Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

Having made an estimate of the facilities available and needed for the contract to be bid, if any;

Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under ITB Clause 10.3.

Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

Ensuring that 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;

Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;

Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;

Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and

Complying with existing labor laws and standards, in the case of procurement of services.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.

6.6. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.7. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the BDS, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to ITB Clause 27.1.

8. Subcontracts

8.1. Unless otherwise specified in the BDS, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the BDS. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.

8.2. Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

Contents of Bidding Documents

9. Pre-Bid Conference

9.1. (a) If so specified in the BDS, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address
the Bidders’ questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the BDS.

9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity’s requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.

9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

10.1. Bidders who have purchased the Bidding Documents may request for clarification on any part of the Bidding Documents for an interpretation. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

10.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity’s initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 23.
Preparation of Bids

11. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class “A” Documents:

(i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the BDS;

(ii) Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located;

(iii) Valid and Current Tax Clearance per E.O. 398 Series of 2005, as finally reviewed by the BIR

(iv) Statement of all its ongoing and completed government and private contracts within the period stated in the BDS, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:

(iv.1) name of the contract;
(iv.2) date of the contract;
(iv.3) kinds of Goods;
(iv.4) amount of contract and value of outstanding contracts;
(iv.5) date of delivery; and
(iv.6) end user’s acceptance or official receipt(s) issued for the contract, if completed.

(v) Audited financial statements, stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;

(vi) NFCC computation in accordance with ITB Clause 0; and

Class “B” Document:

(vii) If applicable, the 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.

(b) Technical Documents –

(i) Bid security in accordance with ITB Clause 18. If the Bidder opts to submit the bid security in the form of:

(i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

(i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;

(ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and

(iii) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the BDS, the financial component of the bid shall contain the following:

(a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with ITB Clauses 15.1 and 15.4;
(b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with ITB Clause 27, unless otherwise provided in the BDS; and

(c) Any other document related to the financial component of the bid as stated in the BDS.

13.2. (a) Unless otherwise stated in the BDS, all bids that exceed the ABC shall not be accepted.

(b) Unless otherwise indicated in the BDS, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

(i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.

(ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

(iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.

(iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer’s/procuring entity’s estimate.

(v) The procuring entity has established a system to monitor and report bid prices relative to ABC and procuring entity’s estimate. The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. **Alternative Bids**

Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
15. **Bid Prices**

15.1. The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.

15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.

15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

15.4. 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), including all customs duties and sales and other taxes already paid or payable:

      (i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or

      (i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.

   (ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.

   (iii) The price of other (incidental) services, if any, listed in the BDS.
(b) For Goods offered from abroad:

(i) Unless otherwise stated in the BDS, the price of the Goods shall be quoted 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, listed in the BDS.

15.5. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 24.

All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

(a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.

(b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the BDS. 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.

16.2. If so allowed in accordance with ITB Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
16.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1. Bids shall remain valid for the period specified in the BDS which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

18.1. The bid security in the amount stated in the BDS shall be equal to the percentage of the ABC in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Form of Bid Security</th>
<th>Amount of Bid Security (Equal to Percentage of the ABC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td>
<td>Two percent (2%)</td>
</tr>
<tr>
<td>(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.</td>
<td></td>
</tr>
<tr>
<td>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td>
<td>Five percent (5%)</td>
</tr>
<tr>
<td>(d) Bid Securing Declaration</td>
<td></td>
</tr>
<tr>
<td>(e) Any combination of the foregoing.</td>
<td>Proportionate to share of form with respect to total amount of security</td>
</tr>
</tbody>
</table>
For biddings conducted by LGUs, the Bidder may also submit bid securities in the form of cashier’s/manager’s check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

18.2. The bid security should be valid for the period specified in the BDS. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 18.2.

18.4. Upon signing and execution of the contract pursuant to ITB Clause 32, and the posting of the performance security pursuant to ITB Clause 33, the successful Bidder’s bid security will be discharged, but in no case later than the bid security validity period as indicated in the ITB Clause 18.2.

18.5. The bid security may be forfeited:

(a) if a Bidder:

(i) withdraws its bid during the period of bid validity specified in ITB Clause 17;

(ii) does not accept the correction of errors pursuant to ITB Clause 28.3(b);

(iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in ITB Clause 29.2;

(iv) submission of eligibility requirements containing false information or falsified documents;

(v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;

(vi) allowing the use of one’s name, or using the name of another for purposes of public bidding;
(vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;

(viii) refusal or failure to post the required performance security within the prescribed time;

(ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

(x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;

(xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or

(xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidder:

(i) fails to sign the contract in accordance with ITB Clause 32; or

(ii) fails to furnish performance security in accordance with ITB Clause 33.

19. Format and Signing of Bids

19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the ITB Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12.1, and the second shall contain the financial component of the bid.

19.2. Forms as mentioned in ITB Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in ITB Clauses 12 and 13. In the
event of any discrepancy between the original and the copies, the original shall prevail.

19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.

19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

20.1. Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.

20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

20.3. The original and the number of copies of the Bid as indicated in the BDS shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.

20.4. 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 Procuring Entity's BAC in accordance with ITB Clause 1.1;

(d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and

(e) bear a warning “DO NOT OPEN BEFORE…” the date and time for the opening of bids, in accordance with ITB Clause 21.

20.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.
Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the BDS.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity.

23. Modification and Withdrawal of Bids

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.

23.3. Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to ITB Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.
24. Opening and Preliminary Examination of Bids

24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the BDS to determine each Bidder’s compliance with the documents prescribed in ITB Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary “pass/fail” criterion. If a bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

24.2. Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in ITB Clause 13.2, the BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder’s representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.

24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above enumerated Class “A” Documents, the said certification may be submitted in lieu of the requirements enumerated in ITB Clause 12.1(a), items (i) to (v).

24.5. In the case of an eligible foreign Bidder as described in ITB Clause 5, the Class “A” Documents described in ITB Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
24.6. Each partner of a joint venture agreement shall likewise submit the requirements in ITB Clauses 12.1(a)(i) and 12.1(a)(ii). Submission of documents required under ITB Clauses 12.1(a)(iv) to 12.1(a)(vi) by any of the joint venture partners constitutes compliance.

24.7. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.

24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

**Evaluation and Comparison of Bids**

25. **Process to be Confidential**

25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 26.

25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder’s bid.

26. **Clarification of Bids**

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.
27. **Domestic Preference**

27.1. Unless otherwise stated in the BDS, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

   (a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.

   (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).

   (c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the Procuring Entity shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.

   (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

27.2. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.

27.3. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines
substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. **Detailed Evaluation and Comparison of Bids**

28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.

28.2. The Lowest Calculated Bid shall be determined in two steps:

   (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

   (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

28.3. The Procuring Entity’s BAC shall immediately conduct a detailed evaluation of all bids rated “passed,” using non-discretionary pass/fail criteria. Unless otherwise specified in the BDS, the BAC shall consider the following in the evaluation of bids:

   (a) **Completeness of the bid.** Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and

   (b) **Arithmetical corrections.** Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the BDS. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the BDS.

28.5. The Procuring Entity’s evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.
28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

29. **Post-Qualification**

29.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12, and 13.

29.2. Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:

(a) Latest income and business tax returns in the form specified in the BDS;

(b) Certificate of PhilGEPS Registration; and

(c) Other appropriate licenses and permits required by law and stated in the BDS.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted pursuant to ITB Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary “pass/fail” criterion.

29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

29.5. A negative determination shall result in rejection of the Bidder’s Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. If the second Bidder,
however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.

29.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

30. Reservation Clause

30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder’s capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

(a) If there is prima facie evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

(b) If the Procuring Entity’s BAC is found to have failed in following the prescribed bidding procedures; or

(c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:

   (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically,
financially or technically feasible as determined by the head of the procuring entity;

(ii) If the project is no longer necessary as determined by the head of the procuring entity; and

(iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

(a) No bids are received;

(b) All prospective Bidders are declared ineligible;

(c) All bids fail to comply with all the bid requirements or fail post-qualification; or

(d) The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

Award of Contract

31. Contract Award

31.1. Subject to ITB Clause 29, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.

31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

(a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;

(b) Posting of the performance security in accordance with ITB Clause 33;

(c) Signing of the contract as provided in ITB Clause 32; and
(d) Approval by higher authority, if required.

31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. **Signing of the Contract**

32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.

32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

32.4. The following documents shall form part of the contract:

(a) Contract Agreement;

(b) Bidding Documents;

(c) Winning bidder’s bid, including the Technical and Financial Proposals, and all other documents/statements submitted;

(d) Performance Security;

(e) Credit line in accordance with ITB Clause 0, if applicable;

(f) Notice of Award of Contract; and

(g) Other contract documents that may be required by existing laws and/or specified in the BDS.

33. **Performance Security**

33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

33.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to
the percentage of the total contract price in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Form of Performance Security</th>
<th>Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td>
<td>Five percent (5%)</td>
</tr>
<tr>
<td>(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.</td>
<td></td>
</tr>
<tr>
<td>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or</td>
<td>Thirty percent (30%)</td>
</tr>
<tr>
<td>(d) Any combination of the foregoing.</td>
<td>Proportionate to share of form with respect to total amount of security</td>
</tr>
</tbody>
</table>

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

34. **Notice to Proceed**

34.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.

34.2. The contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.
Section III. Bid Data Sheet

Notes on the Bid Data Sheet

Section III is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB included in Section II, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

(a) Information that specifies and complements provisions of Section II must be incorporated.

(b) Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, must also be incorporated.
## Bid Data Sheet

<table>
<thead>
<tr>
<th>ITB Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>The Procuring Entity is the Department of Agriculture-Bureau of Fisheries and Aquatic Resources.</td>
</tr>
<tr>
<td>1.2</td>
<td>The lot(s) and reference is/are:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>PR No.</th>
<th>Item/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PR #: 15-09-3146</td>
<td>DRYDOCKING AND REPAIR OF M/V DA-BFAR.</td>
</tr>
<tr>
<td>2</td>
<td>PR #: 15-09-3155</td>
<td>DRYDOCKING AND WATER JET PROPULSION ASSEMBLY REPLACEMENT WORKS (MODEL HJ-274) OF 11 METERS DA-BFAR MCS PATROL VESSELS.</td>
</tr>
<tr>
<td>3</td>
<td>PR #: 15-09-3156</td>
<td>DRYDOCKING AND REPAIR OF DAMAGED FRP HULL OF DA-MCS PATROL VESSEL 3004.</td>
</tr>
<tr>
<td>2</td>
<td>The Funding Source is the Government of the Philippines (GOP) through the approved budget of the DA-BFAR in the amount of FIFTY ONE MILLION TWO HUNDRED THOUSAND AND FIVE HUNDRED SEVENTY NINE (Php 51,200,579.00) PESOS.</td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>No further instructions.</td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>No further instructions.</td>
<td></td>
</tr>
<tr>
<td>5.2</td>
<td>None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.</td>
<td></td>
</tr>
<tr>
<td>5.4</td>
<td>Bidders should have completed, within the last five (5) years prior to deadline for submission and receipt of bids, at least one (1) single contract similar to the Project amounting to least fifty percent (50%) of the ABC.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>No further instructions.</td>
<td></td>
</tr>
<tr>
<td>8.1</td>
<td>“Subcontracting is not allowed”.</td>
<td></td>
</tr>
<tr>
<td>8.2</td>
<td>“Not applicable”.</td>
<td></td>
</tr>
</tbody>
</table>


9.1 The Procuring Entity will hold a pre-bid conference for this Project on **October 26, 2015, Monday 1:00 PM**
BFAR Conference Room
3/F PCA Building, Elliptical Road, Diliman, Quezon City

10.1 The Procuring Entity’s address is:
**Bureau of Fisheries and Aquatic Resources**
**PCA Building, Elliptical Road**
**Diliman, Quezon City**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.1(a)(i)</td>
<td>The following Registration document shall be required:</td>
</tr>
<tr>
<td></td>
<td>a. For Sole Proprietorship – Department of Trade and Industry (DTI) Business name registration.</td>
</tr>
<tr>
<td></td>
<td>b. For Corporations _ Securities and Exchange Commission (SEC) Certificate of Registration or SEC Certificate of Filing of amended Articles of Incorporation</td>
</tr>
<tr>
<td></td>
<td>c. For Partnership – Sec Registration Certificate or SEC Certificate of Filing of Amended Articles of Partnership;</td>
</tr>
<tr>
<td></td>
<td>d. For Cooperatives – Cooperative Development Authority Registration</td>
</tr>
<tr>
<td>12.1 (a) (ii)</td>
<td>Valid and Current Mayor's Permit is required in this bidding.</td>
</tr>
<tr>
<td>12.1 (a) (iii)</td>
<td>Valid and current Tax Clearance is required in this bidding per E.O. 398, Series of 2005, as finally reviewed and approved by the BIR. Conditional Tax Clearance is not acceptable.</td>
</tr>
<tr>
<td>12.1(a)(iv)</td>
<td>The statement of all ongoing and completed government and private contracts shall include all such contracts (within the period stated in BDS Section 5.4) prior to the deadline for the submission and receipt of bids. The statement for completed contracts should be supported with the following:</td>
</tr>
<tr>
<td></td>
<td>• Name of the contract</td>
</tr>
<tr>
<td></td>
<td>• Date of the contract</td>
</tr>
<tr>
<td></td>
<td>• Kinds of goods</td>
</tr>
<tr>
<td></td>
<td>• Amount of contract and value of outstanding contracts</td>
</tr>
<tr>
<td></td>
<td>• Date of delivery and</td>
</tr>
<tr>
<td></td>
<td>• End user’s acceptance or official receipt/s issued for the contract, if completed</td>
</tr>
<tr>
<td></td>
<td>The statement for ongoing and awarded contract but not yet started should be supported with the following:</td>
</tr>
</tbody>
</table>
- Notices of Award
- Notices to Proceed
- Purchase Orders
- Signed contracts/Agreements

Bidders shall submit separate statements for: 1) completed contract/s; and 2) on-going contracts and awarded but not yet started.

The abovementioned list of contracts and its supporting documents should be arranged in a chronological order.

*Please see attached forms in Section VIII. Bidding Forms.*

| 12.1(a)(v) | Audited Financial Statement (AFS) for 2014 (with Comparative Analysis for CY 2013-2014) stamped “received” by the BIR or its duly accredited and authorized institutions. |
| 12.1 (a) (vi) | Net Financial Contracting Capacity (NFCC) |
| The NFCC, computed using the following formula, must be at least equal to the ABC to be bid: |
| \[ \text{NFCC} = \left( \text{Current assets minus current liabilities} \times K \right) \text{minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.} \] |
| Where: |
| \( K = 10 \) for a contract duration of one year or less, \( 15 \) for a contract duration of more than one year up to two years, and \( 20 \) for a contract duration of more than two years. |
| 12.1 (a) (vii) | Joint Venture Agreement *(if applicable)* |
| 12.1(b)(iv) | Omnibus Sworn Statement using the prescribed form in Section VIII Bidding Forms with the following required documents |
| ➢ a. For Sole Proprietorship: Notarized Letter Authorizing the Representative/Special Power of Attorney (SPA); or |
| ➢ b. For Partnership/Corp./Coop./ Joint Venture: duly notarized Secretary's Certificate; and |
| 13.1(b) | No further instructions. |
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<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.2</td>
<td>The ABC is for this project is <strong>FIFTY ONE MILLION TWO HUNDRED THOUSAND AND FIVE HUNDRED SEVENTY NINE (Php 51, 200,579.00) PESOS.</strong> Any bid with a financial component exceeding this amount shall not be accepted.</td>
</tr>
<tr>
<td>15.4(a)(iii)</td>
<td>No incidental services required.</td>
</tr>
<tr>
<td>15.4(b)</td>
<td>The price of the Goods shall be quoted in Philippine Peso.</td>
</tr>
<tr>
<td>15.5</td>
<td>Bid Prices shall be fixed. Adjustable price proposals shall be treated as non-responsive and shall be rejected.</td>
</tr>
<tr>
<td>15.6</td>
<td>Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority (NEDA) in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity.</td>
</tr>
<tr>
<td>16.1(b)</td>
<td>The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Peso.</td>
</tr>
<tr>
<td>16.3</td>
<td>No further instructions</td>
</tr>
<tr>
<td>17.1</td>
<td>Bids will be valid for one hundred twenty (120) Calendar days from opening of bids.</td>
</tr>
<tr>
<td>18.1</td>
<td>The required bid security shall be in any of the forms listed below:</td>
</tr>
<tr>
<td></td>
<td>1. The amount of <strong>Php</strong>__________, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</td>
</tr>
<tr>
<td></td>
<td><strong>Lot 1</strong> Php 596,103.20</td>
</tr>
<tr>
<td></td>
<td><strong>Lot 2</strong> Php 314,965.12</td>
</tr>
<tr>
<td></td>
<td><strong>Lot 3</strong> Php 112,943.26</td>
</tr>
<tr>
<td></td>
<td>2. The amount of <strong>Php</strong>__________, if bid security is in Surety Bond;</td>
</tr>
<tr>
<td></td>
<td><strong>Lot 1</strong> Php 1,490,258.00</td>
</tr>
<tr>
<td></td>
<td><strong>Lot 2</strong> Php 787,412.80</td>
</tr>
<tr>
<td></td>
<td><strong>Lot 3</strong> Php 282,358.15</td>
</tr>
<tr>
<td></td>
<td>3. Any combination of the foregoing proportionate to the share of form with respect to total amount of security: or</td>
</tr>
<tr>
<td></td>
<td>4. Bid Securing Declaration</td>
</tr>
<tr>
<td></td>
<td>The bid security shall be payable to BFAR.</td>
</tr>
<tr>
<td>18.2</td>
<td>The bid security shall be valid for 120 Calendar days from opening of bid.</td>
</tr>
<tr>
<td>18.5</td>
<td>In case the Bidder opts to post a Surety Bond as provided under ITB Clause 18, all the ground enumerated under ITB Clause 18.5 must be included in the coverage of the policy. The said grounds may also be included through a rider</td>
</tr>
</tbody>
</table>
clause of the original contract of the surety. Otherwise, the same shall be non-complying.

In case the Bidder opts to post a Bank Guarantee under ITB Clause 18, all ground enumerated under ITB Clause 18.5 or must conform strictly to the attached form in Section VIII, Bidding Form of this Bidding Documents. Otherwise, the same shall be non-complying.

<table>
<thead>
<tr>
<th>20.3</th>
<th><strong>Labeling and marking instructions:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. All documents should be properly tabbed and bound;</td>
<td></td>
</tr>
<tr>
<td>2. All pages should be signed by the bidder’s authorized representative.</td>
<td></td>
</tr>
<tr>
<td>3. Bear the warning “Do not open before (the date and time of opening of Bids).”</td>
<td></td>
</tr>
</tbody>
</table>

**Illustration:**

Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.

The duplicate i.e. copy 1 must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as its bid security, copies 1 & 2 need not contain photocopies of the same.

**Sample format of labeled bid envelopes:**

**ATTY. DEMOSTHENES R. ESCOTO**
Chairperson
Bids and Awards Committee
3/F PCA Building, Elliptical Road
Diliman, Quezon City
Bid for: **BID REFERENCE NO.: 2015-046**

“**DRYDOCKING AND REPAIR OF DA-BFAR MCS PATROL VESSELS AND M/V DA-BFAR VESSEL.**”

Submitted by: **BIDDER’S COMPANY NAME**
BIDDER’S CONTACT DETAILS

**DO NOT OPEN BEFORE:**

**November 9, 2015, Monday at 1:00 pm**

The address for submission of bids is
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| **ATTY. DEMOSTHENES R. ESCOTO**  
Chairman, BAC  
3rd Floor, PCA Building  
Elliptical Road, Diliman, Quezon City | **The deadline for submission of bids is on November 9, 2015, Monday at 12:30 pm** |
|   |   |
| **24.1** | The place of bid opening is  
BFAR Conference Room  
3rd Floor, PCA Building  
Elliptical Road, Diliman, Quezon City  
**The date and time of bid opening in on November 9, 2015, Tuesday at 1:00 pm** |
| **24.2** | No further instructions. |
| **27.1** | No further instructions. |
| **28.3** | **Grouping and Evaluation of Lots –**  
The goods are grouped in THREE (3) lots and shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award. |
| **28.3(b)** | *Bid modification is not allowed.* |
| **28.4** | No further instructions. |
| **29.2(b)** | Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.  
*NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.* |
| **32.4(g)** | No further instructions. |
| **34.2** | The date of the Bidder’s receipt of the NOTICE TO PROCEED will be regarded as the effective date of the Contract. |
Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.
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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

(a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.

(d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) “GCC” means the General Conditions of Contract contained in this Section.

(f) “SCC” means the Special Conditions of Contract.

(g) “The Procuring Entity” means the organization purchasing the Goods, as named in the SCC.

(h) “The Procuring Entity’s country” is the Philippines.

(i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.

(j) The “Funding Source” means the organization named in the SCC.

(k) “The Project Site,” where applicable, means the place or places named in the SCC.

(l) “Day” means calendar day.

(m) The “Effective Date” of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the
Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

(n) “Verified Report” refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. **Corrupt, Fraudulent, Collusive, and Coercive Practices**

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. **Inspection and Audit by the Funding Source**

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. **Governing Law and Language**

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.
5. **Notices**

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice’s effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. **Scope of Contract**

6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.

6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. **Subcontracting**

7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier’s own acts, defaults, or negligence, or those of its agents, servants or workmen.

7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. **Procuring Entity’s Responsibilities**

8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

9. Prices

9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. Payment

10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier’s warranty obligations under this Contract as described in GCC Clause 17.

10.2. The Supplier’s request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.

10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the
Contract amount, unless otherwise directed by the President or in cases allowed under Annex “D” of RA 9184.

11.2. For Goods supplied from abroad, the terms of payment shall be as follows:

(a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

(b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

(c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity’s authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity’s authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity’s own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.

13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

(a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;

(b) The Supplier has no pending claims for labor and materials filed against it; and

(c) Other terms specified in the SCC.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. **Use of Contract Documents and Information**

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity’s prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier’s performance under this Contract if so required by the Procuring Entity.

15. **Standards**

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Items and Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the institution concerned.

16. **Inspection and Tests**

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The
SCC and Section VII. Items and 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.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods’ final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.

16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier’s option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.4. 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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier’s Performance

18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.
19. **Liquidated Damages**

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. **Settlement of Disputes**

20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”

20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. **Liability of the Supplier**

21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. **Force Majeure**

22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. **Termination for Default**

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

(a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

(b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity.
stating that the circumstance of force majeure is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier’s performance security and award the same to a qualified Supplier.

24. **Termination for Insolvency**

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. **Termination for Convenience**

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier’s receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
(a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a quantum meruit basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined prima facie that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

(a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);

(b) Drawing up or using forged documents;

(c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

(d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

(a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
(i) that this Contract is being terminated for any of the
ground(s) afore-mentioned, and a statement of the acts that
constitute the ground(s) constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Supplier to show cause as to why this
Contract should not be terminated; and

(iv) special instructions of the Procuring Entity, if any.

(c) The Notice to Terminate shall be accompanied by a copy of the
Verified Report;

(d) Within a period of seven (7) calendar days from receipt of the
Notice of Termination, the Supplier shall submit to the Head of the
Procuring Entity a verified position paper stating why this
Contract should not be terminated. If the Supplier fails to show
cause after the lapse of the seven (7) day period, either by inaction
or by default, the Head of the Procuring Entity shall issue an order
terminating this Contract;

(e) The Procuring Entity may, at any time before receipt of the
Supplier’s verified position paper described in item (d) above
withdraw the Notice to Terminate if it is determined that certain
items or works subject of the notice had been completed,
delivered, or performed before the Supplier’s receipt of the notice;

(f) Within a non-extendible period of ten (10) calendar days from
receipt of the verified position paper, the Head of the Procuring
Entity shall decide whether or not to terminate this Contract. It
shall serve a written notice to the Supplier of its decision and,
unless otherwise provided, this Contract is deemed terminated
from receipt of the Supplier of the notice of decision. The
termination shall only be based on the ground(s) stated in the
Notice to Terminate;

(g) The Head of the Procuring Entity may create a Contract
Termination Review Committee (CTRC) to assist him in the
discharge of this function. All decisions recommended by the
CTRC shall be subject to the approval of the Head of the Procuring
Entity; and

(h) The Supplier must serve a written notice to the Procuring Entity of
its intention to terminate the contract at least thirty (30) calendar
days before its intended termination. The Contract is deemed
terminated if it is not resumed in thirty (30) calendar days after
the receipt of such notice by the Procuring Entity.
28. **Assignment of Rights**

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. **Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. **Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.
**Section V. Special Conditions of Contract**

**Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

(a) Information that complements provisions of Section IV must be incorporated.

(b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV should be incorporated herein.
## Special Conditions of Contract

<table>
<thead>
<tr>
<th>GCC Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1(g)</td>
<td>The Procuring Entity is <em>Department of Agriculture-Bureau of Fisheries and Aquatic Resources (DA-BFAR)</em></td>
</tr>
<tr>
<td>1.1(i)</td>
<td>The Supplier is ________________________________</td>
</tr>
<tr>
<td>1.1(j)</td>
<td>The Funding Source is the Government of the Philippines (GOP) through General Appropriations Act for 2015 in the amount <strong>FIFTY ONE MILLION TWO HUNDRED THOUSAND AND FIVE HUNDRED SEVENTY NINE (Php 51,200,579.00) PESOS.</strong></td>
</tr>
<tr>
<td>1.1(k)</td>
<td>The Project Sites are at</td>
</tr>
<tr>
<td></td>
<td>BFAR – NMFDC – Sanglely Pt., Cavite City</td>
</tr>
<tr>
<td>5.1</td>
<td>The Procuring Entity’s address for Notices is:</td>
</tr>
</tbody>
</table>
|            | *Bureau of Fisheries and Aquatic Resources*  
|            | *3rd Floor, PCA Building*  
|            | *Elliptical Road, Diliman, Quezon City*  
|            | *Telephone No. (02) 332-4661*  
|            | The Supplier's address for Notices is: |
|            | ________________________________  
|            | ________________________________  
|            | ________________________________ |
| 6.2        | *Not Applicable* |
| 9.0        | For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR-A. |
| 10.4       | “No further instructions.” |
| 13.4(c)    | “No further instructions.” |
| 16.1       | The inspections and tests that will be conducted shall be in accordance with Section VIII. Technical Specifications. |
| 17.3       | No further instructions. |
| 17.4       | The period for correction of defects in the warranty period is thirty (30) days. |
| 19.0       | The applicable rate is one tenth (1/10) of one (1) percent of the cost |
of the unperformed portion of everyday of delay.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, BFAR shall rescind the contract without prejudice to other courses of action and remedies open to it.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>20.4</td>
<td>In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”</td>
</tr>
<tr>
<td>21.1</td>
<td>If applicable, all partners to the joint venture shall be jointly and severely liable to BFAR.</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Delivered, Weeks/Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DRYDOCKING ANF REPAIR OF M/V DA-BFAR.</td>
<td>1 lot</td>
<td>Within THIRTY (30) CALENDAR DAYS from upon receipt of the NOTICE TO PROCEED</td>
</tr>
<tr>
<td>2</td>
<td>DRYDOCKING AND WATER JET PROPULSION ASSEMBLY REPLACEMENT WORKS (MODEL HJ-274) OF 11 METERS DA-BFAR MCS PATROL VESSELS.</td>
<td>1 lot</td>
<td>Within THIRTY (30) CALENDAR DAYS from upon receipt of the NOTICE TO PROCEED</td>
</tr>
<tr>
<td>3</td>
<td>DRYDOCKING AND REPAIR OF DAMAGED FRP HULL OF DA-MCS PATROL VESSEL 3004.</td>
<td>1 lot</td>
<td>Within THIRTY (30) CALENDAR DAYS from upon receipt of the NOTICE TO PROCEED</td>
</tr>
</tbody>
</table>

I hereby commit to deliver all the above requirements in accordance with the above stated schedule.

_________________________________________ _______________________________ __________
Name of Company                        Signature over Printed Name of Authorized Representative Date
Section VII. Items and Technical Specifications

Lot No. 1 : DRYDOCKING AND REPAIR OF M/V DA-BFAR.

Approved Budget for the Contract (ABC) : Php 29,805,160.00

<table>
<thead>
<tr>
<th></th>
<th>Agency Specifications</th>
<th>Bidder’s Statement of Compliance</th>
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</thead>
<tbody>
<tr>
<td>1 Lot</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drydocking and Repair of M/V DA-BFAR</td>
<td></td>
<td></td>
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</tbody>
</table>

Principal Particulars for DA-BFAR "M/V DA-BFAR"

<p>| | | | |</p>
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<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Length Overall</td>
<td>60.00</td>
<td>Meter</td>
<td></td>
</tr>
<tr>
<td>Length Between Perpendicular</td>
<td>54.00</td>
<td>Meter</td>
<td></td>
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<tr>
<td>Breadth Mld.</td>
<td>12.00</td>
<td>Meter</td>
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<tr>
<td>Depth Mld.</td>
<td>5.00</td>
<td>Meter</td>
<td></td>
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<tr>
<td>Draught</td>
<td>4.50</td>
<td>Meter</td>
<td></td>
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WORK ORDER

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>DRYDOCKING / UNDOCKING SERVICES</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Drydock vessel for underwater hull inspection, repair and preservation.</td>
<td>1</td>
<td>/Lot</td>
</tr>
<tr>
<td></td>
<td>Undock same vessel after completion. Docking including 1st layday charges.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Note: Erect docking blocks per vessel docking plan.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. side blocks 46 pcs</td>
<td>46</td>
<td>/pc</td>
</tr>
<tr>
<td></td>
<td>b. keel blocks 24 pcs</td>
<td>24</td>
<td>/pc</td>
</tr>
<tr>
<td></td>
<td>Transverse Beam 24 / pc</td>
<td></td>
<td>/ pc</td>
</tr>
<tr>
<td></td>
<td>Shifting of hull blocks in way of painting 70 / pc.</td>
<td></td>
<td>/ pc</td>
</tr>
<tr>
<td></td>
<td>Shore / Steel Post 6 / pc</td>
<td></td>
<td>/ pc</td>
</tr>
<tr>
<td></td>
<td>a. Laydays charges. Total No. of days</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1st 10 days 10 / day</td>
<td></td>
<td>day</td>
</tr>
<tr>
<td></td>
<td>after 20 days 20 / day</td>
<td></td>
<td>day</td>
</tr>
</tbody>
</table>

II GENERAL DOCKYARD SERVICES

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>WHARFAGE</td>
<td>1</td>
<td>/Lot</td>
</tr>
</tbody>
</table>

65
Provided wharfing space to facilitate vessel afloat repair works at dockyard.

**B MOORING / UNMOORING:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>/Lot</td>
</tr>
<tr>
<td>Provided line handlers on-shore to assist vessel during arrival, drydocking, undocking, sea trial, shifting and sailing.</td>
<td></td>
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</tbody>
</table>

**C TUGBOAT SERVICES:**

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>/Lot</td>
</tr>
<tr>
<td>Provide tugboat to assist vessel during arrival, drydocking, undocking and sailing.</td>
<td></td>
</tr>
</tbody>
</table>

**D SHOREPOWER**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>/Lot</td>
</tr>
<tr>
<td>Connect and Disconnect shore power to vessel. Supply of 440 VAC 3 phase power for ship power requirement with KW-HR meter.</td>
<td></td>
</tr>
</tbody>
</table>

**E GARBAGE DISPOSAL**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>/Lot</td>
</tr>
<tr>
<td>Provide temporary garbage drum for ship garbage and galley refuse and dispose for the duration of repair work.(30 DAYS)</td>
<td></td>
</tr>
</tbody>
</table>

**F FIREWATCH**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>/Lot</td>
</tr>
<tr>
<td>Provide one (1) firewatch onboard for the duration of repair works. (30 DAYS) Assume one (1) firewatch man at 8-hr day duty.</td>
<td></td>
</tr>
</tbody>
</table>

**G FIREHOSE**

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>/Lot</td>
</tr>
<tr>
<td>Connect and disconnect fire hose. Maintained fireline hose while vessel undergoing repairs.</td>
<td></td>
</tr>
</tbody>
</table>

**H CRANEAGE**

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>/Lot</td>
</tr>
<tr>
<td>Provide crane for lifting ship’s provision/spare parts and other materials.</td>
<td></td>
</tr>
</tbody>
</table>

**I FRESH WATER**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>/Lot</td>
</tr>
<tr>
<td>Supply vessel with fresh water while at yard.(30 Days, 5 Tons per day)</td>
<td></td>
</tr>
</tbody>
</table>

### III HULL CLEANING AND PAINTING

**A Scraping P/S external hull from keel extending to fender/main deck line for removal of heavy barnacles**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>/Lot</td>
</tr>
<tr>
<td>Hydroblast P/S external hull with high pressure jet, to a pressure of up to 1,750 psi, from keel extending to fender/main deck line for the removal of marine growths and in preparation to gritblasting.</td>
<td></td>
</tr>
</tbody>
</table>

**B Fullblast/sweepblast of P/S hull external from keel extending to fender/main deck line.**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>/Lot</td>
</tr>
<tr>
<td>Fullblast stern part of the vessel from keel to bulwark (gunnel) and paint.</td>
<td></td>
</tr>
</tbody>
</table>
Paint by airless spray P/S hull external using yard supplied paint.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>F</td>
<td>Yard supply paints:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Intertuf 262</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Intergard 263</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Interswift 6600 AF</td>
<td></td>
</tr>
<tr>
<td></td>
<td>GTA 220 thinner</td>
<td></td>
</tr>
<tr>
<td></td>
<td>GTA 007 thinner</td>
<td></td>
</tr>
</tbody>
</table>

Provide temporary masking tape on all zinc anodes P/S in preparation to hull painting. Remove after painting.

Hose down with fresh water prior to subsequent coatings.

Erect temporary threstle then install wood planking stagings to facilitate inspection and repair works. Dismantle and remove same staging and plankings after completion of works.

Install and fit scupper plugs on P/S hull overboard discharge outlets. Remove same plugs after completion of hull paintings.

### IV DRYDOCKING WORKS

#### A PROTECTION ANODE

Crop-out all zinc anodes and install/renew welded-type zinc anodes (68 pieces 18”x 4”) using yard supply materials.

#### B DECK FLOORING REPAIR WORKS

Remove and renew flooring of forward deck with hard wood (kin dried, 200 pcs 2” x 6” x 10 ft, yakal/tangile) including installation of cotton and epoxy marine putty (caulking) using yard supply materials.

Remove delapidated flooring of main deck and replace new hard wood (kin dried, 100 pcs 2” x 6” x 10 ft, yakal/tangile) including installation of cotton and epoxy marine putty (caulking) using yard supply materials.
Remove and renew entire platform of longline hauling area with hard wood (kin dried, 50 pcs 2” x 6” x 10 ft flooring, yakal/tangile or equivalent; 10 pcs hardwood, kin dried, 3” x 8” x 12 ft, beam, yakal/tangile or equivalent) using yard supply materials.

Remove worn-out rubberized mat flooring at crews quarter deck/passage way (area) and replace new one using yard supply materials as per sample.

800” length x 36” width rubber mat

<table>
<thead>
<tr>
<th>C</th>
<th>HULL GAUGING (UTG)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Conduct hammer testing on P/S hull and mark suspected weak areas. 1 /Lot</td>
</tr>
<tr>
<td></td>
<td>Draw and furnish three (3) copies of shell expansion plans indicating latest ultrasonic gauging undertaken. 1 /Lot</td>
</tr>
<tr>
<td></td>
<td>Conduct ultrasonic on P/S underwater, top side port and starboard hull at 4 point then mark readings for Owner’s Representative field review. 1 /Lot</td>
</tr>
<tr>
<td></td>
<td>Conduct ultrasonic thickness gauging at engine room sea chest sea water supply then mark readings for O.R. field review. 1 /Lot</td>
</tr>
<tr>
<td></td>
<td>12mm thk x 24” x 84” msp portside</td>
</tr>
<tr>
<td></td>
<td>12mm thk x 24” x 30” msp portside</td>
</tr>
<tr>
<td></td>
<td>12mm thk x 24” x 30” msp starboard side</td>
</tr>
<tr>
<td></td>
<td>12mm thk x 12” x 12” x 15” cover plate @ side (6 pcs) P/S</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D</th>
<th>THRUSTER FORWARD AND AFT PRESERVATION AND RECONDITIONING</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Clean and scrape bow and stern thruster propeller. Remove thruster guard grill, lay on dock then scrape, hydroblast thrust tunnel applied primer and paint. Grind polish propeller blades and hub in-place. 1</td>
</tr>
<tr>
<td></td>
<td>1 TU 150 mic</td>
</tr>
<tr>
<td></td>
<td>1 FC 100 mic</td>
</tr>
<tr>
<td></td>
<td>2 FC 150 mic</td>
</tr>
<tr>
<td></td>
<td>Yard supply paints: Intertuf 262</td>
</tr>
<tr>
<td></td>
<td>Intergard 263</td>
</tr>
<tr>
<td></td>
<td>Interswift 6600 AF</td>
</tr>
<tr>
<td></td>
<td>GTA 220 thinner</td>
</tr>
<tr>
<td></td>
<td>GTA 007 thinner</td>
</tr>
<tr>
<td></td>
<td><strong>PORT AND STARBOARD BELOW ANCHOR PIPE REPAIR WORKS</strong></td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Gas cut/crop-out and replate 2 pieces steelplate (12mm x 100 cm x 100 cm) of P/S below the house pipe anchor area and apply epoxy primer and paint using yard supply materials.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F</th>
<th><strong>PORT SIDE BILGE GUARD REPAIR WORKS</strong></th>
<th>1 / lot</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Crop-out and replate deteriorated bilge guard portion of freeboard, port side using yard supply materials.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12mm thk x 24” x 84” msp portside</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12mm thk x 24” x 30” msp portside</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12mm thk x 24” x 30” msp starboard side</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12mm thk x 12” x 12” x 15” cover plate @ side (6 pcs) P/S</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>G</th>
<th><strong>SEA CHEST VALVES RECONDITIONING WORKS</strong></th>
<th>1 LOT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Pull out sea chest valve, main engine 2 pieces, aircon 1 pc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clean, scrape, grind-in internal lap set, replace packaging and coat internal with epoxy primer and provide gasket bolt and reassemble globe valve (1 unit), globe valve (2 pcs), strainer box (3 units) with yard supply materials.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Recondition 2 pcs battery valve (8 inches diameter) and replace bolt, nut and washers</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pull out and replace new sea chest strainer as per sample using yard supply materials.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>H</th>
<th><strong>TRANSUDER BOX MAINTENANCE WORK</strong></th>
<th>1 / lot</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Open port and starboard transducer box, clean and paint.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reinstall transducer boxes cover.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>V</th>
<th><strong>MACHINERIES REPAIR AND MAINTENANCE WORKS</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>A</th>
<th><strong>ANCHOR WINDLASS MAINTENANCE AND REPAIR WORKS</strong></th>
<th>1 LOT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Remove and replace outer and lower break lining assembly P/S anchor windlass:</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Outer housing</strong>: 1/2 inch x 4.5 inches x 38 inches, 2 pcs</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Lower housing</strong>: 1/2 inch x 4.5 inches x 29 inches, 2 pcs</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Outer lining</strong>: 1/2 inch x 4.5 inches x 38 inches, 2 pcs</td>
<td></td>
</tr>
</tbody>
</table>
Fabricate break holder for mooring winch drum and cable winch for purse seine using yard supply materials.
10mm thk x 5” x 24’Ø MSP
Replace pillow block bearing 2 pcs (90 mm inside diameter)
Remove and replace new hydraulic hose, flange and connector of anchor windlass (2 pcs) using yard supply materials.
Lay-out anchor chain on dock P/S, sandblast, clean, apply epoxy primer and paint using yard supply materials.
Scrape/sandblast, clean, apply epoxy primer and paint P/S rusty anchor house pipe using yard supply materials.
Crop-out & renew thinned / deteriorated base/foundation of anchor windlass using Yard supplied materials.
2 pcs. - 16mm thk x 6" x 6" x 120" MSP
3 pcs. - 16mm thk x 6" x 6" x 34” MSP
Bracket;
4 pcs. - 16mm thk x 6” x 8” MSP
8 pcs. - 16mm thk x 6” x 21” MSP
2 pcs. - 16mm thk x 6” x 28” MSP
- Remove anchor windlass & re-install back after completion repair.

<table>
<thead>
<tr>
<th>BRAGING WINCH REPAIR WORKS</th>
<th>1 / lot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace hydraulic hose, flange, fittings and connectors of brailing winch at port side main deck with S/S using yard supply materials as per sample.</td>
<td></td>
</tr>
<tr>
<td>1¼&quot;Ø x 42” length hose as per sample</td>
<td></td>
</tr>
<tr>
<td>1¼&quot;Ø x 35” length hose as per sample</td>
<td></td>
</tr>
<tr>
<td>hydraulic flange as per sample fittings</td>
<td></td>
</tr>
<tr>
<td>⅜&quot;Ø steel tube x 20” as per sample elbow fittings ⅜&quot;Ø with flair nut S/S</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PURSE DAVIT REPAIR WORKS</th>
<th>1 / lot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace deteriorated hydraulic hoses for snap ring winch of purse davit using yard supply materials as per sample.</td>
<td></td>
</tr>
<tr>
<td>2 pcs. - ¾&quot;Ø x 210” hydraulic hose as per sample</td>
<td></td>
</tr>
<tr>
<td>3 pcs. - ¾&quot;Ø x 80” hydraulic hose as per sample</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MAIN AND CARGO BOOM REPAIR WORKS</th>
<th>1 / lot</th>
</tr>
</thead>
</table>
Remove and replace cable guys of main and cargo, side guys, P/S boom using yard supply materials:

**Main boom** (22mm x 6 x 37 wire center)(37 fiber)

**Side guys** (22mm x 6 x 37 wire center)(37 fiber)

**P/S Cargo boom** (13mm x 6 x 37 wire center)(37 fiber)

As per sample wire cable

<table>
<thead>
<tr>
<th>E</th>
<th>CARGO AND SKIFF WINCH REPAIR WORKS</th>
<th>1 / lot</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fabricate and replace/modify hydraulic single flange and connector and high pressure regulator pipe and connector using S/S for cargo winch, P/S and skiff winch and vang winch using yard supply materials as per sample.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F</th>
<th>GALLEY SINK DRAINAGE RELOCATION</th>
<th>1 / lot</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Relocate/modify, replace pipings and install check/foot valves and pit traps of galley sink drainage using yard supply materials:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 pc. - 1½&quot;Ø x 240&quot; BIP sch 80 seamless</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Check/foot valves</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Flange, bolt, nut and gasket</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pit traps assembly</td>
<td></td>
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</tbody>
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<table>
<thead>
<tr>
<th>G</th>
<th>DECK CRANE (FORWARD AND AFT) REPAIR WORKS (PALFINGER)</th>
<th>1 / lot</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Pull out hydraulic cylinder assembly and replace piston seal assembly and o-ring.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Replace worn-out o-rings, pressure regulator, hydraulic hoses, pipings, connectors and relief valves</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Overhaul hydraulic pump and replace bearings, o-rings and seals</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Load test and calibrate pressure relief valves</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Materials:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8 pcs. - ½&quot;Ø x 1 110&quot; hydraulic hose as per sample</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6 pcs. - ½&quot;Ø x 1 140&quot; hydraulic hose as per sample</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Recondition of pressure regulator 5pcs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1pc. - Hydraulic oil filter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>elbow fittings ¼&quot;Ø as per sample</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Additional control base 12mm thk x 10&quot; x 24&quot;</td>
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<tr>
<td></td>
<td>MSP</td>
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</table>

<table>
<thead>
<tr>
<th>H</th>
<th>INSTALLATION AND FABRICATION OF FORWARD BOAT DAVIT</th>
<th>1 / lot</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Description</td>
<td>Quantity / lot</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>I</td>
<td>Install new electric winch assembly, 2 tons capacity, 440V 3-phase with complete accessories, attachment and control using yard supply materials.</td>
<td>1 / lot</td>
</tr>
<tr>
<td>J</td>
<td><strong>GENERAL OVERHAULING OF FUEL PURIFIER (ALFA LAVAL)</strong> &lt;br&gt;Dismantle bowl assembly and replace worn out parts as per sample using yard supply materials. &lt;br&gt;Replace bearing, seals, o-ring, gaskets and flexible hose. &lt;br&gt;Assemble and install new parts and test run for normal operation.</td>
<td>1 / lot</td>
</tr>
<tr>
<td>K</td>
<td><strong>GENERAL OVERHAULING OF OIL PURIFIER (ALFA LAVAL)</strong> &lt;br&gt;Dismantle bowl assembly and replace worn out parts as per sample using yard supply materials. &lt;br&gt;Replace bearing, seals, o-ring, gaskets and flexible hose. &lt;br&gt;Assemble and install new parts and test run for normal operation.</td>
<td>1 / lot</td>
</tr>
<tr>
<td>L</td>
<td><strong>OUTBOARD MOTOR FOR ALUMINUM WORK BOAT</strong> &lt;br&gt;Supply and install 1 unit new outboard engine 50HP, 4 stroke gasoline engine, electric start, short shaft with complete accessories.</td>
<td>1 / lot</td>
</tr>
<tr>
<td>M</td>
<td><strong>SEWAGE PLANT GENERAL OVERHAULING AND RECONDITIONING (JET 50)</strong> &lt;br&gt;Dismantle/replace vacuumerator pipings from men forward, ladies, aft men and officers comfort room using yard supply materials: &lt;br&gt;– Rubber membrane and seal &lt;br&gt;– Descale all pipings with Tetra Pyro-Potassium Phosphate &lt;br&gt;– Replace 14 units bowl (vacuum type JET 50) with complete accessories &lt;br&gt;– Replace 3 pcs vacuum pressure gauge as per sample &lt;br&gt;– Replace 3 pcs cut-in cut-out pressure switch</td>
<td>1 / lot</td>
</tr>
<tr>
<td>N</td>
<td><strong>PIPINGS MAINTENANCE AND REPAIR WORKS</strong> &lt;br&gt;A&lt;br&gt;<strong>GALLEY COLD STORAGE REFRIGERATION COOLING SYSTEM</strong> &lt;br&gt;Pull-out and replace deteriorated condensing pipe from main sea chest to condensing pump to overboard using yard supply materials.</td>
<td>1 / lot</td>
</tr>
</tbody>
</table>
8 pcs. - 1¼"Ø x 240" BIP sch 80 seamless
3 pcs. - 2"Ø x 240" BIP sch 80 seamless
Replace 8 pcs. butterfly valve.
8 pcs. - 1¼"Ø butterfly valve (Wafer type, lock lever handle, Dayo, Japan
Install new flange, elbows, gasket, bolts, washers and nuts.
6 pcs. - 2"Ø x 90° BI Elbow sch 80 long radius
8 pcs. - 2"Ø x 150lbs slip-on flange
2 pcs. - 2"Ø BI Tee sch 80
26 pcs. - 1¼"Ø x 90° BI Elbow sch 80 long radius
40 pcs. - 1¼"Ø x 150lbs slip-on flange
2 pcs. - 1¼"Ø x 2" Ø BI Concentric Reducer sch 80
2 pcs. - 1¼"Ø x 1"Ø BI Concentric Reducer sch 80
192 pcs. - ½"Ø x 2" long stainless bolts & nuts
40 pcs. - ⅛" thk Rubber Gasket w/ ply
Apply epoxy primer and paint

### 3 UNITS GENERATOR SET COOLING SYSTEM REPAIR WORKS

1 / lot

Pull-out and replace delapidated seawater cooling pipes from heat exchanger to pump to overboard (BIP schedule 80) using yard supply materials.
2 pcs. - 4"Ø x 240" BIP sch 80 seamless
3 pcs. - 2½"Ø x 240" BIP sch 80 seamless
Install new flange elbows, reducer, gasket, bolts, washers and nuts.
14 pcs. - 4"Ø x 90° BI Elbow sch 80 long radius
14 pcs. - 4"Ø x 150lbs slip-on flange
16 pcs. - 2½"Ø x 90° BI Elbow sch 80 long radius
14 pcs. - 2½"Ø x 150lbs slip-on flange
14 pcs. - 2"Ø x 150lbs slip-on flange
14 pcs. - 2″Ø x 2½"Ø BI Concentric Reducer sch 80
56 pcs. - ½"Ø x 2½" long stainless bolts & nuts
112 pcs. - ¼"Ø x 2" long stainless bolts & nuts
25 pcs. - ⅛" thk Rubber Gasket w/ ply
Apply epoxy primer and paint

### MAIN ENGINE, GENERATOR SET, GSP, BILGES AND HYDRAULIC OVERBOARD VALVES

1 / lot
Pull-out and replace overboard discharge valves (Cast Iron, Body, Bronze Stem) of GSP1 and 2, generator 1, 2, 3, main engine, bilge and hydraulic cooling system as per sample using yard supply materials.

Install new valves, gaskets, bolts and nuts. Glove valves DN100 4 pcs., DN 150 1 pc, DN 50 2pcs. (as per sample).

**D MAIN ENGINE PIPING AND COOLING SYSTEM REPAIR WORKS**

Pull-out and replace dilapidated seawater cooling pipes from heat exchanger to pump to overboard (BIP schedule 80) using yard supply materials.

Replace flange to flange pipings as per sample.

Install new elbows, reducer, gasket, bolts, washers and nuts as per sample.

Flanges 42 pcs., reducer 14pcs., elbow 30 pcs.

Apply epoxy primer and paint

**E BILGE AND BALLAST SELECTOR VALVE REPAIR WORKS**

Replace/ overhaul and recondition of valve selector for GSP bilge, ballast and forward and engine room bilge BIP schedule 80 using yard supply materials.

2 pcs. - 4”Ø x 240” BIP sch 80 seamless

Install new flanges, elbows, reducer, Tee, gaskets, bolts and nuts

1 pc. - Selector valve

8 pcs. - 4”Ø x 90° BI Elbow sch 80 long radius

4 pcs. - 4”Ø BI Tee sch 80

12 pcs. - 4”Ø x 150lbs slip-on flange

60 pcs. - ½”Ø x 2½” long stainless bolts & nuts

6 pcs. - ½” thk Rubber Gasket w/ ply

Apply epoxy primer and paint

**F BILGE PUMP PIPINGS RECONDITIONING AND REPAIR WORKS**

Pull-out and replace deteriorated pipings of general service pump BIP schedule 80 using yard supply materials.

2 pcs. - 4”Ø x 240” BIP sch 80 seamless

Install new butterfly valves (Wafer, Lock lever type, Dayo, Japan), flanges, gaskets, reducer, bolts and nuts.

2 pcs. - 4”Ø butterfly valve
| 4 pcs. - 4”Ø x 90° BI Elbow sch 80 long radius |
| 4 pcs. - 3”Ø x 4”Ø BI Concentric Reducer sch 80 |
| 4 pcs. - 2”Ø x 4”Ø BI Concentric Reducer sch 80 |
| 4 pcs. - 3”Ø x 150lbs slip-on flange |
| 8 pcs. - 4”Ø x 150lbs slip-on flange |
| 70 pcs. - ⅝”Ø x 2½” long stainless bolts & nuts |
| 8 pcs. - ⅛” thk Rubber Gasket w/ ply |
| Apply epoxy primer and paint |

**VII UNDERWATER MACHINERIES REPAIR AND MAINTENANCE WORK**

**CONTROLABLE PITCH PROPELLER (CPP) REPAIR WORKS (BALIÑo-KAMEWA)**

Scrape /clean Propeller Blades & Hub prior to disassembling for repair.

Remove bolts & loosen each bolt per blade to three (3) pcs. CPP blades, uncouple for repair, renew O-rings with and tighten propeller blade bolts to required torque and secured with stainless lock plates.

Drain / collect lube oil from propeller hub & shaft & refill same thereafter.

Fair-back bent blade / tips by hot straightening and repair missing & eroded areas by build-up welding. Conduct balancing by weighing of CPP blades.

Re-check each blade pitch setting with respected to internal moving parts and adjustment to attain designed pitch position to forward and reverse directions.

Clean and polish propeller blades & hub (CPP).

Dye check the CPP blades for defects.

Check & recondition of CPP blades bronze sliding shoe.

Check, clean & polish triangular plank.

Conduct CPP blade test after completion & to the satisfaction of Owner's Representative.

Conduct test trial and synchronize for normal operation.

Supply and install 3 pcs new pitch lever control assembly as original parts.

Replace feedback potentiometer assembly with the same specification and capacity.

One (1) pc. Hydraulic Oil Intake Block For CPP - Pull-out, haul to shop & re-install.
- Dismantle in way of replacing of aft & forward rubber seal as per instruction. Assembled after work.
- Clean & paint

**PROPELLER SHAFT STERN TUBE SEAL (BALIÑO-KAMEWA)**

Remove rope guard prior clearance measurement.
Measure clearances of inboard & outboard bearings and submit findings and recommendation to Owner’s representative

**SKF COUPLING;**
Uncoupled & pull-out SKF coupling in way of pulling out tails haft for survey.

Cleaned & polished scored & rough surfaces both on tailshaft, intermediate shaft & SKF coupling sleeve & re-installed same in good order after.
Renewed SKF seal & O-ring using Yard’s supplied materials.
Open-up O.D. Box & uncouple pitch pipe prior to tailshaft withdrawal & re-assemble same in good order thereafter. Check all internal parts.
Pull-out hallow tailshaft for survey & re-install same in good order thereafter. Renew bearings if necessary.
Pull-out intermediate shaft for survey & re-install same in good order thereafter.

Transport to machine shop clean & polish tailshaft journal for survey (Inboard & outboard).

Tightening of coupling bolts and installation of lock using flat bar (labor and materials).

Provide special tools, motor driven hydraulic pump, hydraulic jack for pulling out of coupling.

Conduct air test of CPP hub & hollow shaft with 20 psi witnessed by Owner’s Representative.

Fabricate tools & blind flange.

Blue fitting of coupling position witness by Owner’s representative.

Sterntube FWD. & AFT Seal

Drain oil lubricants in the system and refill after its repair.

Remove FWD. & AFT sterntube seal cover, housing, sleeve prior renewal of defective seal and re-install same in good order thereafter.
**C RUDDER ANGLE INDICATOR REPAIR WORKS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply and install new rudder angle indicator of bridge wing maneuvering control. (Offer: Kobelt Rudder Angle Indicator 7175MY w/ rudder feedback 7168P)</td>
<td>1</td>
<td>/ lot</td>
</tr>
</tbody>
</table>

**RUDDER BLADE & RUDDER STOCK**

- Measure clearances of rudder pintle pin, upper & lower bearings and submit findings and recommendation to O.R.
- Pull-out rudder blade for survey & re-install after completion of repair.
- Remove from quadrant & unship rudder stock, haul to machine shop, mount on lathe check trueness / straightness & re-install back onboard.
- Unship to shop rudder pintle & survey true sleeve & re-install.
- Repack rudder stuffing box using Yard’s supplied packing.
- Cementing of rudder flanges.
- Install jumping collar rudder.

**MATERIALS SUPPLIED**

- Supply of the following materials.
  - CPP Blades O-ring / seal, Hub seal for pitch control.
  - Sterntube seal / o-ring (FWD. & AFT seal / o-ring).
  - Grease, 3 pails for CPP hub
  - Hydraulic Oil #68, 3 drums.

---

**VIII REFRIGERATION AND AIRCONDITIONING REPAIR WORKS**

**A CENTRALIZED AIRCONDITIONING SYSTEM REPAIR WORKS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace deteriorated shell and tube condenser of airconditioning system with complete attachment sea chest steel plate housing cover using yard supply materials:</td>
<td>1</td>
<td>/ lot</td>
</tr>
</tbody>
</table>
  - Steel plate (24 inches inside diameter x 12 mm)
  - Gaskets, bolts, nuts and washers
  - Apply primer and paint
Replace, fabricate and install centralized airconditioning pipings with similar configurations from sea chest valve to overboard and paint (BIP schedule 80) using yard supply materials: Butterfly valves, flanges, rubber gaskets, bolts and nuts
Repair pump housing and wearing ring

<table>
<thead>
<tr>
<th>B</th>
<th>-25 DRY HOLD REFRIGERATION PLANT UPGRADE CAPACITY REPAIR WORKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>lot</td>
</tr>
</tbody>
</table>

Replace and upgrade capacity ratings of compressor for -25 dry condition and replace oil separator and condenser buffle tubing with similar specifications using yard supply materials.
Dismantle compressor, oil separator and condenser for replacement
Installation of new compressor, oil separator and condenser
Vacuum the system after its installation and purge N2 nitrogen
Replace thermostat controller, solenoid and filter driers, pressure switches and gauges
Conduct leak test and charge R22 freon and start the system for endurance and commissioning.
Vacuum system and conduct leak test before charging refrigerant and purge N2
Charge R22 with correct required pressure.
Run the system for testing and commissioning

<table>
<thead>
<tr>
<th>C</th>
<th>STARTING AIR COMPRESSOR REPAIR AND MAINTENANCE WORKS (ATLAS COPCO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>lot</td>
</tr>
</tbody>
</table>

Replace 1 unit air compressor motor drive coupling-type for engine starting with similar specifications using yard supply materials.
Remove old compressor and replace new one.
Replace releif valve and solenoid coil assembly
Run the system and observe pressure requirement for engine starting

<table>
<thead>
<tr>
<th>D</th>
<th>AIRCONDITIONING SYSTEM INSTALLATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>lot</td>
</tr>
</tbody>
</table>

Install of 3 units new split-type airconditioning system for officers mess, crew mess and guest room using yard supply materials (Basic inverter type).
Officers mess (2 HP, 220 volts, single phase 60 Hz)
Crew mess (3 HP, 220 volts, single phase 60 Hz)
<table>
<thead>
<tr>
<th>E</th>
<th>GALLEY PROVISION FREEZER REPAIR WORKS</th>
<th>1 / lot</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Replace compressor, condenser and evaporator for provision freezer with similar capacity rating using yard supply materials:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dismantle compressor, condenser and evaporator for replacement</td>
<td></td>
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<tr>
<td></td>
<td>Install new unit compressor, condenser and evaporator</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vacuum the system after its installation and purge N2 nitrogen</td>
<td></td>
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<tr>
<td></td>
<td>Replace thermostat controller, defrost timer, solenoid coil and valve, expansion valve and pressure switches</td>
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<tr>
<td></td>
<td>Conduct leak test, charge R22 freon, run the system and commissioning</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F</th>
<th>BRINE HOLD REFRIGERATION PLAN RECONDITIONING AND UPGRADING CAPACITY REPAIR WORKS</th>
<th>1 / lot</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Replace and upgrade capacity ratings of brine hold plant using yard supply materials.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dismantle all compressors, seal and tube chiller, condenser, oil separator and brine circulating pump.</td>
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<tr>
<td></td>
<td>Crop-out and replace new 1 1/4 diameter GI pipe (schedule 60), evaporator coil.</td>
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<tr>
<td></td>
<td>Provide additional coil panel with respect to cooling requirement of compressor, chiller and hold tank.</td>
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<tr>
<td></td>
<td>Install new compressor, seal tube chiller, condenser, oil separator and other components.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Replace thermostat controller, pressure gauges, low and high pressure switches, oil differential pressure and filter driers.</td>
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<tr>
<td></td>
<td>Replace circulating pipes, butterfly valve, globe valve, gaskets, bolts and nuts.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Replace defective electrical and electronic components of panel board.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vacuum and purge the system after its installation using nitrogen (N2). Conduct leak test to the system, charge freon 22 (about 100 kilos), run the system for endurance and conditioning.</td>
<td></td>
</tr>
</tbody>
</table>
Replace condensing pipings.
3 pcs. - 1½”Ø x 240” BIP sch 80 seamless
16 pcs. - 1½”Ø x 90° BI Elbow sch 80 long radius
16 pcs. - 1½”Ø x 150lbs slip-on flange
70 pcs. - ⅜”Ø x 2½" long stainless bolts & nuts
8 pcs. - ⅛" thk Rubber Gasket w/ ply

REFRIGERATED SEA WATER (RSW)
RECONDITIONING AND UPGRADING
CAPACITY REPAIR WORKS

Replace and upgrade capacity ratings of refrigerated sea water using yard supply materials.
Dismantle compressors, seal and tube chiller, condenser, oil separator and brine circulating pump.
Crop-out and replace new 1 1/4 diameter GI pipe (schedule 80), evaporator coil.
Provide additional coil panel with respect to cooling requirement of compressor, chiller and hold tank.
Install new compressor, seal tube chiller, condenser, oil separator and other components.
Replace thermostat controller, pressure gauges, low and high pressure switches, oil differential pressure and filter driers.
Replace circulating pipes, butterfly valve, globe valve, gaskets, bolts and nuts.
Replace defective electrical and electronic components of panel board.
Vacuum and purge the system after its installation using nitrogen (N2). Conduct leak test to the system, charge freon 22 (about 100 kilos), run the system for endurance and conditioning.
Replace condensing pipings.
3 pcs. - 2”Ø x 240” BIP sch 80 seamless
30 pcs. - 2”Ø x 90° BI Elbow sch 80 long radius
10 pcs. - 2”Ø x 150lbs slip-on flange
2 pcs. - 1½”Ø x 240” BIP sch 80 seamless
15 pcs. - 1½”Ø x 90° BI Elbow sch 80 long radius
10 pcs. - 1½”Ø x 150lbs slip-on flange
2 pcs. - 1¼”Ø x 240” BIP sch 80 seamless
12 pcs. - 1¼”Ø x 90° BI Elbow sch 80 long radius
6 pcs. - 1¼”Ø x 150lbs slip-on flange
2 pcs. - 1”Ø x 240” BIP sch 80 seamless
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 pcs.</td>
<td>1&quot;Ø x 90° BI Elbow sch 80 long radius</td>
</tr>
<tr>
<td>12 pcs.</td>
<td>1&quot;Ø x 150lbs slip-on flange</td>
</tr>
<tr>
<td>4 pcs.</td>
<td>1&quot;Ø x 1¾&quot; Ø BI Concentric Reducer sch 80</td>
</tr>
<tr>
<td>80 pcs.</td>
<td>½&quot;Ø x 2&quot; long stainless bolts &amp; nuts</td>
</tr>
<tr>
<td>20 pcs.</td>
<td>⅛” thk Rubber Gasket w/ ply</td>
</tr>
</tbody>
</table>

### IX  SKIFFBOAT STEERING PLATFORM REPAIR WORKS

Fabricate steering platform flooring with steel plate (170 cm x 30 cm x 12 mm x 2 ft and 240 cm x 30 cm x 12 mm x 12 ft.) using yard supply materials

Fabricate water guard using steel plate and provide drainage hole.

**Materials:**
- 1 pc. - 5mm thk x 64" x 49" aluminum plate
- 2 pcs. - 8mm thk x 2" x 2" x 240" MSP MS Angle bar
- 1 pc. - 8mm thk x 12" x 64" MSP
- 1 pc. - 8mm thk x 12" x 49" MSP

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post qualification, the same shall give rise to automatic disqualification of our bid.

<table>
<thead>
<tr>
<th>Name of Company/Bidder</th>
<th>Signature over Printed Name of Authorized Representative</th>
<th>Date</th>
</tr>
</thead>
</table>
Items and Technical Specifications

Lot No. 2 : DRYDOCKING AND WATER JET PROPULSION ASSEMBLY REPLACEMENT WORKS (MODEL HJ-274) OF 11 METERS DA-BFAR MCS PATROL VESSELS.

Approved Budget for the Contract (ABC) : Php 15,748,256.00

<table>
<thead>
<tr>
<th>Agency Specifications</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Lots</td>
<td></td>
</tr>
<tr>
<td>Drydocking and Water Jet Propulsion Assembly Replacement Works (Model HJ-274) of 11 meters DA-BFAR MCS PATROL VESSELS.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>- DA-BFAR MCS PATROL VESSEL 1101</td>
<td></td>
</tr>
<tr>
<td>- DA-BFAR MCS PATROL VESSEL 1102</td>
<td></td>
</tr>
<tr>
<td>- DA-BFAR MCS PATROL VESSEL 1103</td>
<td></td>
</tr>
<tr>
<td>- DA-BFAR MCS PATROL VESSEL 1104</td>
<td></td>
</tr>
<tr>
<td>WORK ORDER</td>
<td></td>
</tr>
<tr>
<td>General Particulars of DA-BFAR MCS 11 METERS Patrol Vessel</td>
<td></td>
</tr>
</tbody>
</table>
Length over all - 11.0 m
Breadth Molded - 3.9 m
Depth - 1.8 m
Draught - 1.0 m

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>DRYDOCKING SERVICES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Drydock and undock of vessel.</td>
<td>11</td>
<td>Meters</td>
</tr>
<tr>
<td>2</td>
<td>Lay Days: forty (20) good weather working days.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>For first ten (10) days.</td>
<td>10</td>
<td>days</td>
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<tr>
<td></td>
<td>Next thirty (10) days</td>
<td>10</td>
<td>days</td>
</tr>
<tr>
<td>3</td>
<td>Charges for hull blocks &amp; transverse beam, as follows:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hull / Keel Blocks - 15 pcs.</td>
<td>15</td>
<td>pcs.</td>
</tr>
<tr>
<td></td>
<td>Transverse Beam - 8 sets</td>
<td>8</td>
<td>pcs.</td>
</tr>
<tr>
<td>4</td>
<td>Shifting of hull blocks in way of painting, 15 pcs.</td>
<td>15</td>
<td>pcs.</td>
</tr>
<tr>
<td>5</td>
<td>Mooring and unmooring, 1 move</td>
<td>1</td>
<td>move</td>
</tr>
</tbody>
</table>
## II GENERAL SERVICES

1. Shore power, connect & disconnect, 1 time. Consumption, assume 1,500 kwh
   - 1 time

2. Temporary lighting during repair period for 20 days. Assume 3 lights 100 watts. 20 hrs.

3. Supply fresh water during stay on drydock for crews consumption, assume 50 cu. Meter in 20 days.
   - 20 Cu. m

4. Garbage disposal during repair period, 1 bins x 20 days.
   - 20 days

5. Provided one (1) firewatchman during repair, assume 20 days.

## III WATER JET PROPULSION REPLACEMENT WORKS (MODEL HJ 274)

1. Pull out port and starboard water jet assembly housing for replacement
   - 1 lot

2. Install 2 units new water jet propulsion model HJ 274 with complete and standard accessories as per original installed
   - 2 unit

**Sub-Total Jet Propulsion Replacement Works**

## IV HULL CLEANING AND PRESERVATIONS

1. From Bottom to Light Waterline P/S, Light waterline to main deck area, to superstructure.
   - 1 lot

   **Keel to Light Waterline**
   - Hose down with fresh water entire bottom hull to light waterline.
   - Manually scrape to remove marine growth and barnacles.
   - Apply sanding water proof # 60 at bottom to light waterline.
   - Apply spray paint one (1) full coat Epoxy Primer (Interuf – KHA 303/062 Red)
   - Apply sanding water proof # 60 at bottom to light waterline.
   - Apply spray paint one (1) full coat Epoxy Anticorrosive (Intergard 263 – FAJ 034/262 Gray)
   - Apply spray paint two (2) full coats Tin Free Antifouling (A/F Interswift 620, BMA 624 Red)
   - Light loadwaterline to Main Deck
   - Hose down with fresh water entire area.
   - Apply sanding water proof # 36.
   - c. Apply spray paint one (1) full coat Primer (Interprime 198, CPA 099)
   - a. Apply spray paint two (2) full coats Polyurethane Finish (Megathane, UTE 992 Blue)

   **Main Deck Area**
Hose down with fresh water entire area
Apply sanding water proof # 36
Apply one (1) full coat Primer ( Interprime 198, CPA 099 )
Apply spray paint two (2) full coats Polyurethane Finish ( Megathane, UTE 992 Blue )
Superstructure
Apply sanding water proof # 36
Apply spray paint two Primer ( Interprime 198, CPA 099 )
Apply two (2) full coats Polyurethane Finish ( Interthane 990 PHB 000 White )
Apply top coat gloss paint
Apply buffing compound and buffing

<table>
<thead>
<tr>
<th>2</th>
<th>Hull Cleaning and Preparation (Material Cost)</th>
<th>1</th>
<th>LOT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Materials (International Paints)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>7 gal Epoxy Primer ( Intertuf 262 – KHA 303/062 Red )</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6 gal Epoxy Anticorrosive ( Integard 263 – FAJ 034/262 Gray )</td>
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<td></td>
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<tr>
<td></td>
<td>12 gal Tin Free Antifouling ( A/F Interswift 620, BMA 624 Red )</td>
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<td></td>
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<tr>
<td></td>
<td>18 gal Primer ( Interprime 198, CPA 099 )</td>
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<tr>
<td></td>
<td>12 gal Polyurethane Finish (Megathane, UTE 992 Blue)</td>
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<tr>
<td></td>
<td>4 gal Polyurethane Finish (Interthane 990 PHB 000 White)</td>
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<tr>
<td></td>
<td>2 gallons Thinner for Epoxy ( International Thinner GTA 220 )</td>
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<td></td>
<td>8 gallons Thinner for A/F (International Thinner GTA 007)</td>
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<tr>
<td></td>
<td>3 gallons Thinner for Megathane ( Thinner TU 102 )</td>
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<tr>
<td></td>
<td>1 gallons Thinner for Interthane ( International Thinner GTA 713 )</td>
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</tr>
<tr>
<td></td>
<td>5 kilos Talc Powder</td>
<td></td>
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<tr>
<td></td>
<td>50 pcs Sand Paper</td>
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<td></td>
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</tbody>
</table>

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post qualification, the same shall give rise to automatic disqualification of our bid.

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</tr>
</thead>
</table>

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## Items and Technical Specifications

Lot No. 3 : DRYDOCKING AND REPAIR OF DAMAGED FRP HULL OF DA-MCS PATROL VESSEL 3004.

Approved Budget for the Contract (ABC) : Php 5,647,163.00

### Agency Specifications

<table>
<thead>
<tr>
<th>Lot</th>
<th>Drydocking and Repair of Damaged FRP Hull of DA-BFAR MCS PATROL VESSEL 3004</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Lot</td>
<td>WORK ORDER</td>
</tr>
<tr>
<td></td>
<td>DRY DOCKING AND REPAIR OF DAMAGE FRP HULL OF MCS 3004 PATROL VESSEL</td>
</tr>
<tr>
<td></td>
<td>General Particulars</td>
</tr>
<tr>
<td></td>
<td>Length Overall</td>
</tr>
<tr>
<td></td>
<td>Breadth Mld.</td>
</tr>
<tr>
<td></td>
<td>Depth Mld.</td>
</tr>
<tr>
<td></td>
<td>Draught</td>
</tr>
</tbody>
</table>

### A DRYDOCKING SERVICES

1. Drydocked and undocked of vessel. | 30 meters |
   - For first ten (10) days | 10 days |
   - Next fifty (30)days | 30 days |
3. Charges for hull blocks & transverse beam, as follows; |
   - Hull / Keel Blocks, 30 pcs. | 30 pcs |
   - Transverse Beam, 12 sets | 12 pcs |
   - Shifting of hull blocks in way of painting. | 20 pcs |
4. Mooring and unmooring, Allow 1 move. | 1 move |

### B. GENERAL SERVICES
### 1. Connect and disconnect shore power, Allow one(1) time

- **Time:** 1 time

### 2. Temporary power supply during repair period for sixty (40) days assume 3000 KW

- **Power:** 3,000 kw

### 3. Temporary lighting during repair period for sixty (40) days assume 3 lights 100 watts.

- **Time:** 40 days

### 4. Provide ventilation blower during repair period assume one(1) unit for sixty (40) days.

- **Time:** 40 days

### 5. Provide firewatchman during repair period assume one (1) firewatch for sixty (40) days.

- **Time:** 40 days

### 6. Connect and Disconnect water hose.

- **Units:** 2 conn

### 7. Supply fresh water during stay on drydock for crews consumption.

- **Volume:** 50 cu.m

### 8. Garbage disposal during repair period, 2 bins x 40 days.

- **Volume:** 80 days

### C. HULL CLEANING AND PREPARATIONS

- **Units:** 1 lot

1. From Bottom to Light Waterline P/S, Light wateline to main deck area, to superstructure.

   **Keel to Light waterline**
   - Hose down with fresh water entire bottom hull to light waterline.
   - Manually scrape to remove marine growth and barnacles.
   - Apply sanding water proof # 60 at bottom to light waterline.
   - Apply spray paint one (1) full coat Epoxy Primer (Intertuf - KHA 303/062 Red)
   - Apply sanding water proof # 60 at bottom to light waterline.
   - Apply spray paint one (1) full coat Epoxy Anticorrosive (Intergard 263 - FAJ 034/262 Gray)
   - Apply spray paint two (2) full coats tin free Antifouling (A/F Interswift 620, BMA 624 Red)

   **Light load waterline to Main Deck**
Hose down with fresh water entire area.

Apply sanding water proof # 36
Apply spray paint one (1) full coat primer
(Interprime 198, CPA 099)

Apply spray paint two (2) full coats polyurethane
finish (Megathane, UTE 992 Blue)

**Main Deck Area.**

Hose down with fresh water entire area.

Apply sanding water proof # 36
Apply one (1) full coat primer (Interprime 198,
CPA 099)

Apply spray paint two (2) full coats polyurethane
finish (Megathane, UTE 992 Blue)

**Superstructure**

Apply sanding water proof # 36
Apply spray paint two (2) full primer (Interprime
198, CPA 099)

Apply spray paint two (2) full coats polyurethane
finish (Interthane 990 PHB 000 White)

Apply top coat gloss paint.
Apply buffing compound and buffing.

<table>
<thead>
<tr>
<th>Hull Cleaning and Preparation (Material Cost)</th>
<th>1 lot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials (International Paints)</td>
<td></td>
</tr>
<tr>
<td>3 pails Epoxy Primer (Intertuf 262 - KHA 303/062 Red)</td>
<td></td>
</tr>
<tr>
<td>3 Pails Epoxy Anticorrosive (Intergard 263 - FAJ 034/262 Gray)</td>
<td></td>
</tr>
<tr>
<td>3 pails Tin Free Antifouling (A/F Interswift 620, BMA 624 Red)</td>
<td></td>
</tr>
<tr>
<td>6 pails Primer (Interprime 198, CPA 099)</td>
<td></td>
</tr>
<tr>
<td>4 pails Polyurethane Finish (Megathane, UTE 992 Blue)</td>
<td></td>
</tr>
<tr>
<td>4 pails Polyurethane Finish (Interthane 990 PHB 000 White)</td>
<td></td>
</tr>
<tr>
<td>4 gallons Thinner for Epoxy (International Thinner GTA 220)</td>
<td></td>
</tr>
</tbody>
</table>
8 gallons Thinner for A/F (International Thinner GTA 007)
3 gallons Thinner for Megathane (Thinner TU 102)
4 gallon Thinner for Interthane (International Thinner GTA 713)
10 Kilos Talc Powder.
100 pcs Sand Paper.

### D. PORT AND STARBOARD SIDE RUDDER WORKS

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land aside rudder blades for inspection, refitted and cement patch flange coupling bolts; check straightness, and re-install</td>
<td>2 pcs.</td>
</tr>
<tr>
<td>Replace two (2) pcs. Rudder Stock lower bearing using Yard's supplied materials.</td>
<td></td>
</tr>
<tr>
<td>b. Supply of materials for rudder stock bearing.</td>
<td>2 pcs.</td>
</tr>
<tr>
<td>Install and aligned of rudder</td>
<td>2 pcs.</td>
</tr>
</tbody>
</table>

### E. PORT AND STARBOARD SIDE PROPELLER WORKS

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pull-out port and starboard side propeller for replacement and re-install</td>
<td>2 pcs.</td>
</tr>
<tr>
<td>Supply two units new propeller same as original material and specification</td>
<td>2 pcs.</td>
</tr>
<tr>
<td>Fabricate and replace 2 pcs new propeller bronze nut yard supply (as per sample)</td>
<td>2 sets</td>
</tr>
<tr>
<td>Fabricate and replace 2 pcs new propeller bronze key yard supply (as per sample)</td>
<td>2 sets</td>
</tr>
</tbody>
</table>

### F. PORT AND STARBOARD SIDE TAILSHAFT WORKS

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measure clearances of inboard and outboard bearing and submit findings/recommendations</td>
<td>4 pcs.</td>
</tr>
</tbody>
</table>
2. Pull-out tailshaft for inspection and re-install back after completion of checking; 2 pcs.

3. Check trueness and polish/skim off shaft in way of strut, outboard, & inboard bearing; 2 pcs.

   Remove and replace worn-out bearing with yard supplied thordon bearing, machine and install in good order. (size approx. 4 pcs 70mmID x 280mmL) 4 pcs.

5. Material cost (thordon bearing, size 4pcs. 70mmID x 280mmL) 4 pcs.

6. Replace tailshaft stern tube seal with new yard supplied materials (same as original) 2 pcs.

### G. SEA CHEST VALVES AND STRAINER WORKS

Pull-out/install sea chest valves and strainers for replacement of new valves and strainer of main engine, generator set, and air-con condensing pump cooling system using yard supplied materials.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 pcs bronze angle valve 4&quot;</td>
<td>2 pcs.</td>
</tr>
<tr>
<td>3 pcs S/S globe valve 4&quot;</td>
<td>3 pcs.</td>
</tr>
<tr>
<td>2 pcs s/s globe valve 1 1/2&quot;</td>
<td>pcs.</td>
</tr>
<tr>
<td>2 pcs s/s globe valve 2&quot;</td>
<td>2 pcs.</td>
</tr>
<tr>
<td>7 pcs s/s globe valve 1/2&quot;</td>
<td>7 pcs.</td>
</tr>
<tr>
<td>2 pcs sea chest strainer for main engine (as per sample)</td>
<td>2 pcs.</td>
</tr>
<tr>
<td>2 pcs sea chest strainer for generator set (as per sample)</td>
<td>2 pcs.</td>
</tr>
<tr>
<td>2 pcs sea chest strainer for air-con condensing pump (as per sample)</td>
<td>2 pcs.</td>
</tr>
</tbody>
</table>

### H. ZINC ANODES

1. Removed existing straps of zinc anodes and install new zinc anodes (bolted type) using yard supply 8 pcs.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 pcs zinc hull anode H25B type</td>
<td>2 pcs.</td>
</tr>
<tr>
<td>2 pcs zinc hull anode SP 1300B type</td>
<td>2 pcs.</td>
</tr>
<tr>
<td>4 pcs zinc hull anode SP1402 type</td>
<td>4 pcs.</td>
</tr>
</tbody>
</table>
## C. FRP HULL DAMAGE REPAIR WORKS

### 1. Scope of works of the below listed damage area;

- Hull damage repair (left side), Approx. area 3’ x 6’ = 18 SF
  - Removal of wall panels in way of repair & re-install back after completion of repairs.
  - Crop out & renew damage fiberglass.
  - Apply 1st coat of polyester and allow it to dry.
  - Light sanding of all coated surface to erased all protruding parts, preparation for the 1st layer of fiberglass mat.
  - Apply 1st layer of fiber glass, mat, woven roving and saturate it with polyester & let it dry.
  - Apply 2nd & 3rd layer of fiber glass, mat, woven roving and saturate it with polyester & let it dry.
  - Apply 4th & 5th layer of fiber glass, mat, woven roving and saturate it with polyester & let it dry.
  - Sanding uneven surface.

<table>
<thead>
<tr>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Hull damage repair (left side), Approx. area 3’ x 6’ = 18 SF</td>
</tr>
<tr>
<td>b. Hull damage repair (left side), Approx. area 3’ x 9’ = 27 SF</td>
</tr>
<tr>
<td>3. Hull damage repair (inside section), Approx. area 1’ x 53’ = 53 SF</td>
</tr>
<tr>
<td>4. Hull damage repair (inside section), Approx. area 3’ x 3’ = 9 SF</td>
</tr>
<tr>
<td>5. Hull damage repair (iwo engine), Approx. area 2’ x 2’ = 4 SF</td>
</tr>
<tr>
<td>6. Hull damage repair (iwo engine), Approx. area 1’ x 2’ = 2 SF</td>
</tr>
<tr>
<td>7. Hull damage repair (iwo engine), Approx. area 2’ x 2’ = 4 SF</td>
</tr>
<tr>
<td>8. Hull damage repair (iwo engine), Approx. area 1’ x 5’ = 5 SF</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>9</td>
</tr>
<tr>
<td>10. Hull damage repair (right side) rear/inside, Approx. area 2’ x 3’ = 6 SF</td>
</tr>
<tr>
<td>11. Hull damage repair (right side) rear/ outside, Approx. area 2’ x 2’ = 4 SF</td>
</tr>
</tbody>
</table>

**E. RUBBER FENDER**

Pull out and replace damage rubber fenders including defective wooden mouldings using shipyard supplied similar made to order materials, installation adhesive materials and wood screw

60.00 feet

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post qualification, the same shall give rise to automatic disqualification of our bid.

<table>
<thead>
<tr>
<th>Name of Company/Bidder</th>
<th>Signature over Printed Name of Authorized Representative</th>
<th>Date</th>
</tr>
</thead>
</table>
Section VIII. Bidding Forms

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the Bid Form and Price Schedules in accordance with ITB Clause 15 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the Bid Security, either in the form included hereafter or in another form acceptable to the Entity, pursuant to ITB Clause 18.1.

The Contract Agreement Form, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The Performance Security Form and Bank Guarantee Form for Advance Payment should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to GCC Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with ITB Clause 4.2 failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.
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<td>112</td>
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<td>Statement of Ongoing and Awarded but not yet Started Contracts</td>
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</table>
Omnibus Sworn Statement

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

AFFIDAVIT

1. [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 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 of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

      *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 and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

2. [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;

3. 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;

4. [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:* I am 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 examine all of the Bidding Documents;

   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

   c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

   d) Inquire or secure 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. [Name of Bidder] hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the BFAR-BAC notices may be transmitted.

    Telefax Number/s: 1. ______________________________
                        2. ______________________________
Email Address/es : 1. ______________________________
2. ______________________________

It is understood that notice/s transmitted in the above stated telephone/fax numbers
and/or e-mail address/es are deemed received as of its transmittal and the reckoning
period for the reglementary periods stated in the bidding documents and the Revised
Implementing Rules and Regulations of Republic Act. No. 9184 shall commence upon
receipt thereof.

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 in the City/Municipality of ______________ this
_______ of ______________ by __Name__ of Affiant ___, who has satisfactorily proven to
me his identity through his ____ (ID name and number), valid until ____ (expiry date),
that he/she is the same person who personally signed before me the foregoing Affiant
and acknowledge that he executed the same.

______________________________
(Notary Public)

Until _____________
PTR No. _____________
Date _____________
Place _____________
TIN _____________
IBP _____________

Doc. No :
Page No.
Book No.
Series of 20__:
Bid Form

Date: __________________
Invitation to Bid No: __________________

The BFAR-BAC Chairman
Bureau of Fisheries and Aquatic Resources
3rd Floor, PCA Building
Elliptical Road, Diliman, Quezon City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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] for the Bureau of Fisheries and Aquatic Resources (BFAR) in conformity with the said Bidding Documents for the sums stated hereunder:

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>Item No.</th>
<th>Quantity</th>
<th>Item/Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

TOTAL PRICE: ________________

Total Lot Price in words: ________________________________________________________________

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 or any Bid you may receive.
We certify/confirm that we comply with the eligibility requirements as per ITB Clause of the Bidding Documents.

Dated this ____________ day of ____________ 20____.

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of ______________________________
For Goods Offered From Abroad

Name of Bidder _________________________.
Bid Reference Number ____________________.
Page ____________________________ of ____.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Country of origin</th>
<th>Quantity</th>
<th>Unit price CIF port of entry (specify port) or CIF named place (specify border point or place of destination)</th>
<th>Total CIF or CIF price per item (col. 4 x 5)</th>
<th>Unit Price Delivered Duty Unpaid (DDU)</th>
<th>Unit price Delivered Duty Paid (DDP)</th>
<th>Total Price delivered DDP (col 4 x 8)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>
For Goods Offered From Within the Philippines

Name of Bidder ____________________.
Bid Reference Number ________________.
Page ____ of ____

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Country of origin</th>
<th>Quantity</th>
<th>Unit price EXW per item</th>
<th>Cost of local labor, raw material, and component(^2)</th>
<th>Total price EXW per item (cols. 4 x 5)</th>
<th>Unit prices per item final destination and unit price of other incidental services</th>
<th>Sales and other taxes payable per item if Contract is awarded</th>
<th>Total Price delivered Final Destination (col 8 + 9) x 4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

100
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, viz., [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] (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Bid Form and the Price Schedule submitted by the Bidder;
(b) the Schedule of Requirements;
(c) the Technical Specifications;
(d) the General Conditions of Contract;
(e) the Special Conditions of Contract; and
(f) the Entity’s Notification of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

Signed, sealed, delivered by _____________ the _____________ (for the Entity)

Signed, sealed, delivered by _____________ the _____________ (for the Supplier).
JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This JOINT VENTURE AGREEMENT (hereinafter referred to as the “Agreement”), entered into this ______ day of ______ 20____ at ______________ City, Philippines by and among : ____________________________________________, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at __________________________, represented by its ____________________________, hereinafter referred to as “__________”; and

__________________________________________________, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at __________________________, represented by its ____________________________, hereinafter referred to as “__________”; and

_________________________ , a foreign corporation organized and existing under and by virtue of the laws of ________________________________, represented by its ____________________________, hereinafter referred to as “__________________”;

Henceforth collectively referred to as the “Parties”

WITNESSETH: That

WHEREAS, the BFAR-BAC has recently published an Invitation to Bid for the Supply and Delivery of ____________________________________, for the ________________________;

WHEREAS, the parties have agreed to pool their resources together to form the “________________________ Joint Venture”, hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of BFAR;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

ARTICLE I
ORGANIZATION OF THE JOINT VENTURE

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the
Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name - The Name and style under which the JV shall be conducted is “___________________________”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at ___________________________________________________________________;

SECTION 4. Preparation of Documents – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _______ in all biddings and related procurement transactions and other official dealings that it shall enter into with the BFAR, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for the goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to the BFAR as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date of termination.

ARTICLE II
PURPOSE

SECTION 1. The primary purpose of the Joint Venture is to participate in public bidding to be conducted by the BFAR-BAC for the Supply and Delivery of ____________________________.

SECTION 2. If the above-described contract/s is are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to BFAR and such other incidental activities necessary for the completion of its contractual obligations.

ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the BFAR, and all other related activities/obligations, as described in ARTICLE II hereof, the PARTIES bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.
ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS

SECTION 1. Contribution - the Parties shall contribute the amount of ____________________ (Php ____) to support the financial requirements of the Joint Venture, in the following proportion:

<p>| | | |</p>
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<tr>
<td>A</td>
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<td>Php .00</td>
</tr>
<tr>
<td>B</td>
<td></td>
<td>Php .00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>Php .00</td>
</tr>
</tbody>
</table>

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, _____ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the project shall be distributed pro rata to each, in accordance with the contribution and resource each has provided to the JV;

SECTION 3. Liquidation and distributions – any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec. 1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses and losses, should the account of a party contain a negative balance, such party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss - In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

ARTICLE V
MISCELLANEOUS PROVISIONS

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletins and other bidding documents issued by the BFAR-BAC in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law – This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action
arising from this agreement shall be exclusively laid before the proper court of the
_________________________________, Philippines.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their signatures on
the date and place first above-stated.

____________________________________________

____________________________________________

____________________________________________

____________________________________________

____________________________________________

____________________________________________

Signed in the Presence of:

____________________________________________

____________________________________________

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )
CITY/MUNICIPALITY OF _______________ ) S.S.
PROVINCE OF ____________________________ .

BEFORE ME, a Notary Public for and in the City/Municipality of ______ (indicate also the Province, in the case of Municipality), this ______, day of ____ (month & year) ______, personally appeared the following:

Name

ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instruments and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation (s) they represent.

This instrument refers to a Joint Venture Agreement consisting of ______ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

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

____________________________________
(Notary Public)

Until
PTR No
Date
Place
TIN
IBP

Doc. No. : 
Page No. : 
Book No. : 
Series of 20______.
Form of Bid Security (Bank Guarantee)

WHEREAS, ___(Name of Bidder)___ (hereinafter called “the Bidder”) has submitted his bid dated ______, for the _________________________, (hereinafter called “the Bid”).

KNOW ALL MEN by these presents that We ___(Name of Bank)____ of ___(Country Name)___

Having our registered office at ___________________________________________ (hereinafter called “the Bank”) are bound unto BFAR in the sum of _______________________, for which payment well and truly to be made to the BFAR, the bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _________, 20_____.

THE CONDITIONS of this obligation are:

1) The bid security may be forfeited:

   (a) if a Bidder:

   1. Withdraws its bid during the period of bid validity specified in ITB Clause 17;
   2. Does not accept the correction of errors pursuant to ITB Clause 28.3 (b);
   3. Fails to submit the requirements within the prescribed period or a finding against their veracity as stated in ITB Clause 29.2
   4. Submission of eligibility containing false information or falsified documents;
   5. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
   6. Allowing the use of one’s name, or using the name of other for purposes of public bidding;
   7. Withdrawal of a bid or refusal to accept an award or enter into contract with the Government without justifiable cause after the bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
   8. Refusal or failure to post the required performance security within the prescribed time;
   9. Refusal to clarify or validate in writing its bid during the post-qualification within seven (7) calendar days from receipt of the request for clarification;
   10. Any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
   11. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful.
   12. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding.
submitting late Bids or patently insufficient bid, for at least (3) times within a year except for valid reasons.

b. If the successful Bidder:

1. Fails to sign the contract in accordance with ITB Clause 32
2. Fails to furnish performance security in accordance with ITB Clause 33.

We undertake to pay to BFAR up to the above amount upon receipt of his first written demand, without BFAR having to substantiate his demand, provided that in his demand, BFAR will note that the amount claimed by him is due to him owning to the occurrence of one or any of the foregoing conditions, specifying the occurred condition or conditions.

The guarantee will remain in force up to and including the date ____ days after the deadline of submission of Bids as such deadline is stated in the Instructions to Bidders or as BFAR may extend it, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE : ______________________
Signature of the Bank : ______________________
Seal : ______________________

WITNESS:

Name and Signature

Address
Proforma letter for Withdrawal of Documents

SUPPLIER’S LETTERHEAD

____ Date ______

__(Name of BAC Chairman)____
Chairman
BFAR Bids and Awards Committee
Paco, Manila

Dear Sir/Madam:

This has reference to Public Bidding ____(bid reference No)____ for ______ Name of Project____, ______(name of Company)____ respectfully requests for the following:

(    ) Withdrawal of Bid Submissions
(    ) Refund of Bid Security
(      ) Cancellation of Credit Line Certificate

(attached is a photocopy of BFAR Official Receipt)

It is understood that ___________________________ waives its right to file any motion for reconsideration and/or protest in connection with the above-cited Public Bidding.

Thank you.

Very truly yours,

_______________________________________
Authorized Signatory for the Company
To: Bureau of Fisheries and Aquatic Resources  
PC A Building, Elliptical Road  
Diliman, Quezon City

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 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 Bids Securing declarations, if I/we have committed any of the following actions:
   a. Withdrawn my/our Bid during the period of bid validity required in the Bidding Documents; or
   b. Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.

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/we failed to timely file a request for reconsideration or I/we filed a waiver to avail of said right;
   c. I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and 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 ___, 20__ at ________________________.

____________________________________________
Name of Authorized Representative
(Signatory's legal capacity)
Affiant

SUBSCRIBED AND SWORN to before me this ___ day of ____ at ______, 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. ______

Witness my hand and seal this _____ day of ______ 20__.

__________________________________________
(Notary Public)

Until __________
PTR No __________
Date __________
Place __________
TIN __________
IBP __________

Doc. No. : 
Page No. : 
Book No. : 
Series of 20____.

Note:
“Sec. 12. Competent Evidence of Identity – the phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, Police Clearance, postal ID, voter’s ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth Card, Senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, Seaman’s Book, Alien certificate of registration/immigrant certificate of registration, government office IF, Certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.
**STATEMENT OF COMPLETED CONTRACTS**

This is to certify that _______company______, has the following completed contracts for the period CY_____ to ____.

<table>
<thead>
<tr>
<th>Date of the Contract</th>
<th>Contracting Party</th>
<th>Name of Contract</th>
<th>Kind of Goods Sold</th>
<th>Amount of Contract</th>
<th>Date of Delivery/End-user's Acceptance</th>
<th>Date of Official Receipt</th>
<th>Bidder is:</th>
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<tbody>
<tr>
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<td>a) Manufacturer</td>
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<td></td>
<td>b) Supplier</td>
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<td></td>
<td></td>
<td></td>
<td>c) Distributor</td>
</tr>
</tbody>
</table>

**Name and Signature of Authorized Representative**

Name and Signature of Authorized Representative

Date

*Instructions:
   a) Cut-off date as of:
      (i) Up to the day before the deadline of submission of bids.
   b) Subject Completed Contract:
      (i) If there are more than ten (10) completed contracts for the period i.e. 2009-2014, state at least 10 completed contracts for the said period. Contracts that are similar to the project being bid in terms of nature and amount shall be prioritized in inclusion in the list.
      (ii) If there are 10 or less completed contracts for the period i.e. 2009-2014, state all completed contracts for said period (government and private contracts)
   c) Single Largest Contract to be submitted must be a part of the list
   d) In the column under “Dates”, indicate the dates of Delivery/End-users Acceptance and Official Receipt
   e) "Name of Contract", indicate here the Nature/Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the procurement at hand. Example: "Supply and Delivery of Gill Nets"
This is to certify that ______ company_____, has the following ongoing and awarded but not yet started contracts:

<table>
<thead>
<tr>
<th>Date of Contract</th>
<th>Contracting Party</th>
<th>Name of Contract</th>
<th>Kinds of Goods Sold</th>
<th>Amount of Contract</th>
<th>Value of Outstanding Contract</th>
<th>Bidder is:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td>a) Manufacturer</td>
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<td>c) Distributor</td>
</tr>
</tbody>
</table>

__________________________________________________________

Name and Signature of Authorized Representative

*Instructions:  
a) State all ongoing contracts including those awarded but not yet started as of the day before the deadline of submission of bids  
b) If there is no ongoing contract included awarded but not yet started as of the aforementioned period, state none or equivalent term  
c) "Name of Contract", indicate here the Nature/Scope of the Contract for easier tracking of the entries/representations. Example” “Supply and Delivery of Gill Nets”
# Checklist of Bid Envelope Requirements for Bidders

## First Envelope – Eligibility Documents

### Class “A” Documents:

1. **Registration Certificate from any of the following:**
   - a) Securities and Exchange Commission (SEC) – for corporation
   - b) Department of Trade and Industry (DTI) – for sole proprietorship
   - c) Cooperative Development Authority (CDA) – for cooperatives

   Valid Mayor’s Permit/Municipal License issued by the city or municipality where the principal place of business of the prospective bidder is located;

   Valid and Current Tax Clearance.

   Conditional Tax Clearance is not accepted

   **Statement of all its ongoing and completed government and private contracts within the period stated in the BDS, including contracts awarded but not yet started, if any.**

   **Note:**
   - Completed contracts should be supported with any of the following:
     - The name of contract;
     - Date of the contract
     - Kinds of goods sold
     - Amount of Contract and value of outstanding contract
     - Date of Delivery
     - End-user’s Certificates of Completion/Acceptance or Official Receipt(s) issued for the contract
   - Ongoing and awarded contracts should be supported by any of the following:
     - Notices of Award
     - Notices to Proceed
     - Purchase Orders
     - Signed Contracts/Agreements
   - The abovementioned list of contracts and its supporting documents should be arranged in a chronological order.

   Audited Financial Statement for CY 2014 (with Comparative analysis of CY 2013- 2014) stamped “received” by the BIR or its duly accredited and authorized institutions.

   Computation of Net Financial Contracting Capacity (NFCC) amounting to at least equal to the ABC.

### Class “B” Documents:

If applicable, the JVA in the case of 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.

## First Envelope – Technical Documents

Bid Security in accordance with ITB Clause 18. If the Bidder opts to submit the bid security with any of the following forms enumerated below:

- Cash or Manager's Check
- A bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank shall be accompanied by a confirmation from a Universal or Commercial Bank; or
- A surety bond, it shall be accompanied by a certification by the Insurance commission that the surety or insurance company is authorized to issue such instruments;
- Bid Securing Declaration

Omnibus Sworn Statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms with all required documents attached thereto:

- a. For Sole Proprietorship: Notarized Letter Authorizing the Representative/Special Power of Attorney (SPA); or
- b. For Partnership/Corp./Coop./ Joint Venture: duly notarized Secretary's Certificate; and
- c. Dept. of Labor & Employment (DOLE) Certificate of Compliance with existing labor laws and standards *(if applicable)*

Conformity with Technical Specification, as enumerated and specified in Section VI and VII of the Bidding Documents

Delivery Schedule

Manpower Requirement (if applicable)

**SECOND ENVELOPE – Financial Documents**

Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedule, in accordance with ITB Clauses 15.1 and 15.4

Any other documents related to the Financial component of the bid as stated in the BDS.

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**Important Reminders**

- The bidders are encouraged to consult this checklist before submitting their Bid Envelopes on the deadline for the submission and the receipt of Bids. However, this is by no means exclusive Bidders must still familiarize themselves with other bid requirements not otherwise included herein such as, but not limited to those in the TOR, Bid Bulletin, Pertinent GPPB guidelines, rules, etc.

- All Bidders must submit their bid envelopes in accordance with the Packing and sealing requirements as indicated in the ITB Clause No. 20. Also, please refer to the Instructional Diagram for ITB Clause Nos. 20.1 and 20.2: “Sealing and Marking of Bids” at the end of this Bidding Document.

- All documents shall be current and updated and any missing document in the above-mentioned Checklist is a ground for outright rejection of the bid.

- All Pages of the documents shall be signed/initialed by the bidder or by his/her authorized representative.

- To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the above-mentioned checklist when placed in an envelope, with documents tabbed and labeled.