# PHILIPPINE BIDDING DOCUMENTS

# **PROCUREMENT OF GOODS:**

DELIVERY OF FISHING SUPPLIES FOR THE IMPLEMENTATION OF CAPACITATING MUNICIPAL FISHERFOLK PROGRAM IN THE WEST PHILIPPINE SEA (WPS)

ITB No. 2023-07



Bureau of Fisheries and Aquatic Resources Regional Fisheries Office I
(Procuring Entity)
Government Center, Sevilla, San Fernando City, La Union

# **Table of Contents**

Sectio	on I. Invitation to Bid	5
Section	on II. Instructions to Bidders	9
1.	Scope of Bid	10
2.	Funding Information	10
3.	Bidding Requirements	10
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	10
5.	Eligible Bidders	11
6.	Origin of Goods	8
7.	Subcontracts	8
8.	Pre-Bid Conference	8
9.	Clarification and Amendment of Bidding Documents	8
10.	Documents comprising the Bid: Eligibility and Technical Components	9
11.	Documents comprising the Bid: Financial Component	9
12.	Bid Prices	9
13.	Bid and Payment Currencies	10
14.	Bid Security	10
15.	Sealing and Marking of Bids	10
16.	Deadline for Submission of Bids	11
17.	Opening and Preliminary Examination of Bids	11
18.	Domestic Preference	11
19.	Detailed Evaluation and Comparison of Bids	11
20.	Post-Qualification	16
21.	Signing of the Contract	16
Se	ection III. Bid Data Sheet	17
Se	ction IV. General Conditions of Contract	19
1.	Scope of Contract	16
2.	Advance Payment and Terms of Payment	20
3.	Performance Security	20
4.	Inspection and Tests	20
5.	Warranty	21
6.	Liability of the Supplier	21
Se	ection V. Special Conditions of Contract	22
Se	ection VI. Schedule of Requirements	26
Se	ection VII. Technical Specifications	30
Se	ection VIII. Checklist of Technical and Financial Documents	37

# Section I. Invitation to Bid



#### DEPARTMENT OF AGRICULTURE BUREAU OF FISHERIES AND AQUATIC RESOURCES

Government Center, Sevilla, San Fernando City, La Union 2500 Telefax: (072) 242-15-59 Tel. No.: (072) 607-5115 nail: bfarrfo1\_records@yahoo.com Help Stop Illegal Fishing! Report to BantavDagat Hotlines:



INVITATION TO BID FOR THE PROCUREMENT OF GOODS FOR THE DELIVERY OF FISHING SUPPLIES FOR THE IMPLEMENTATION OF CAPACITATING MUNICIPAL FISHERFOLK PROGRAM (OFFSHORE PAYAO) IN THE WEST PHILIPPINE SEA (WPS) (ITB 2022-07)

1. The Bureau of Fisheries and Aquatic Resources-Regional Fisheries office (BFAR-RFO I) through the *General Appropriation Act of 2023* intends to apply the sum of:

Lot	Name of Project	Approved Budget for the Contract	Bidding Documents Fee (PhP)
1	Delivery of Payao Materials	P 1,500,000.00	P 5,000.00
2	Delivery of Lambaklad Materials and	P 2,830,000.00	P 5, 000.00
	Accessories		

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

- 2. The BFAR-RFO I now invites bids for the Procurement Project. Delivery of the Goods is required as stated in Section VI. Schedule of Requirements. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
- 3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from BFAR-RFO I and inspect the Bidding Documents at the address given below during weekdays from 9:00 AM to 4:00 PM.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on *March* 29, 2023 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (P5,000.00) per lot. The Procuring Entity shall

allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means.* 

- 6. The *BFAR-RFO I* will hold a Pre-Bid Conference on *April 12, 2023; 10:00AM* at *BFAR-Multipurpose Hall, Government Center, Sevilla, San Fernando City, La Union* and/or through video conferencing or webcasting, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before <u>April 25, 2023 9:30 AM</u>. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
- 9. Bid opening shall be on *April 25, 2023 at 10:00 AM* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *BFAR RFO I* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

Ms. Melanie D. Palencia

Head, BAC Secretariat

BFAR RFO I, Government Center, Sevilla, San Fernando City, La Union

(072)-242-1559

Email Addresses: bac bfar1@yahoo.com.ph or bacbfar1@gmail.com

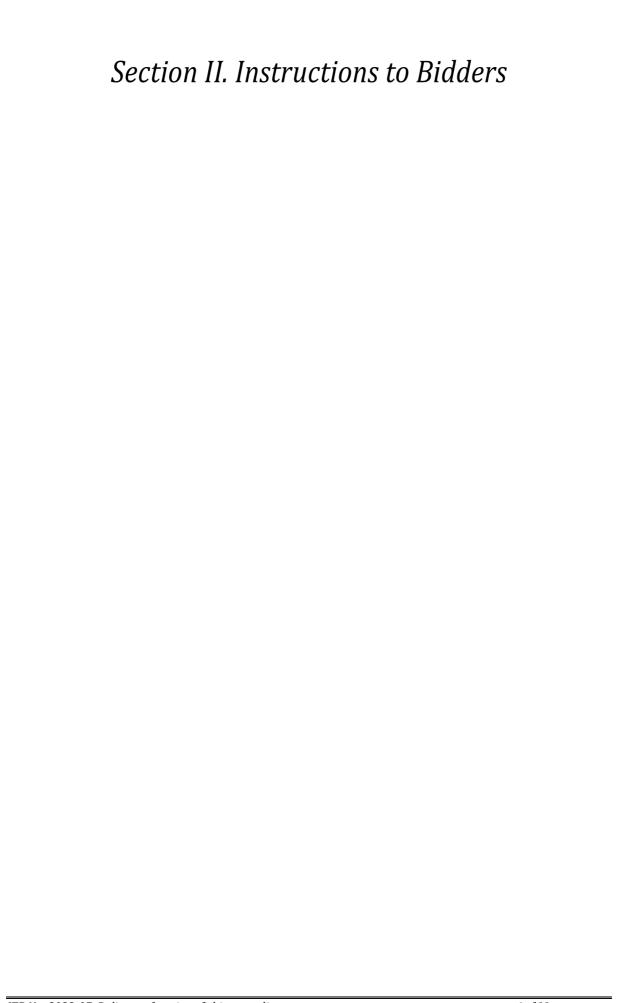
Webpage: https://region1.bfar.da.gov.ph

12. You may visit the following website:

For downloading of Bidding Documents: https://region1.bfar.da.gov.ph

March 29, 2023

(Signed)
ATTY. GIRLY G. DELA PEÑA
BAC Chairperson



### **1.** Scope of Bid

The Procuring Entity, Bureau of Fisheries and Aquatic Resources-Regional Fisheries Office I (BFAR-RFO I) wishes to receive Bids for the Procurement of Goods for the Delivery of Fishing Supplies for the Implementation of Capacitating Municipal Fisherfolk Program in the West Philippine Sea (WPS) with identification number ITB No. 2023-07.

The Procurement Project (referred to herein as "Project") is composed of two (2) lots, the details of which are described in Section VII (Technical Specifications).

### **2.** Funding Information

2.1. The GOP through the source of funding as indicated below for *CY 2023* in the amount of:

diffount of :			
Lot	Name of Project	Approved Budget for the Contract	
1	Delivery of Payao Materials	P 1,500,000.00	
2	Delivery of Lambaklad Materials and	P 2,830,000.00	
	Accessories		

- a. The source of funding is:
  - NGA, the General Appropriations Act or Special Appropriations.

# 3. Bidding Requirements

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

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

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

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

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

### **5.** Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

### **6.** Origin of Goods

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

### 7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

### **8.** Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address, BFAR RFO I Multi-Purpose Hall, Sevilla, San Fernando City, La Union, and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the IB.

# 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity,

either at its given address or through electronic mail indicated in the IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within five (5) years *amounting to atleast twenty five percent (25%) of the ABC prior* to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

### **12.** Bid Prices

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

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

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

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

### **14.** Bid Security

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

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

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

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

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

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

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

### 17. Opening and Preliminary Examination of Bids

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

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

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

### **18.** Domestic Preference

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

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

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

### **20.** Post-Qualification

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

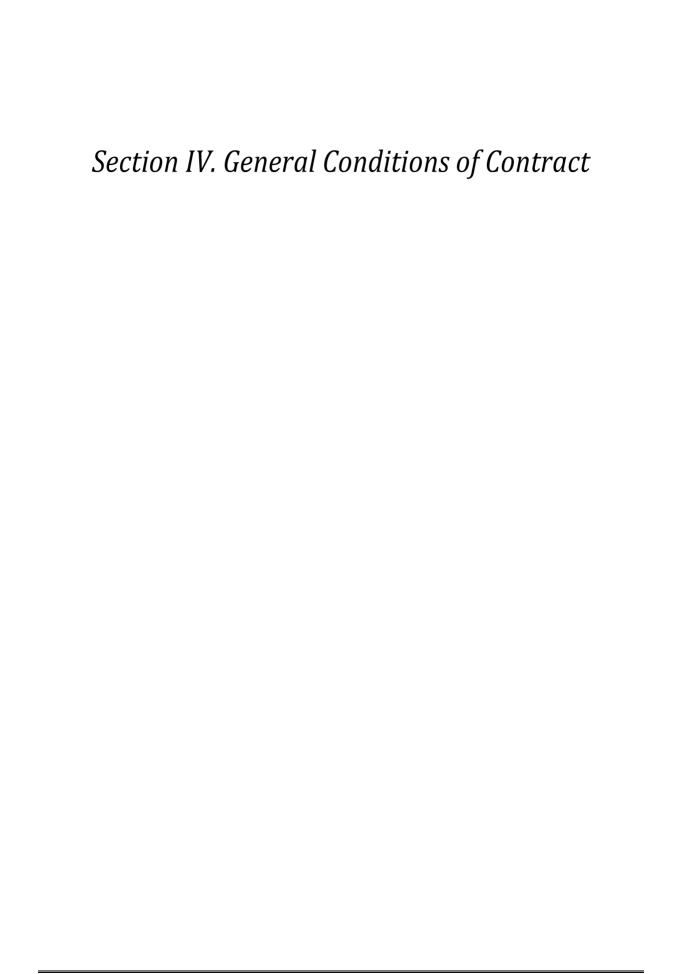
### **21.** Signing of the Contract

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

# Section III. Bid Data Sheet

# Bid Data Sheet

ITB Clause				
5.3	For this purpose, contracts similar to the Project shall refer to the following:			
	<ul> <li>a. Delivery of various fishing supplies</li> <li>b. Completed within the last five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>			
7.1	Sub-contracting is not allowed			
12	The price of the Goods shall be quoted DDP <i>as indicated in the Section VI. Schedule of Requirements</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.			
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:			
	Project	2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;	5% of ABC, if bid security is in Surety Bond	
	Lot 1: Delivery of Payao Materials P 30,000.00 P 75,000.00			
	Lot 2: Delivery of Lambaklad Materials and Accessories P 56,600.00 P 141,500.00			
19.3	The contract will be awarded by lot as follows: Lot 1: Delivery of Payao Materials Lot 2: Delivery of Lambaklad Materials and Accessories			
20.2	No further instructions.			
21.2	No further Instructions			



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

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

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

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

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

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

# **3.** Performance Security

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

# **4.** Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

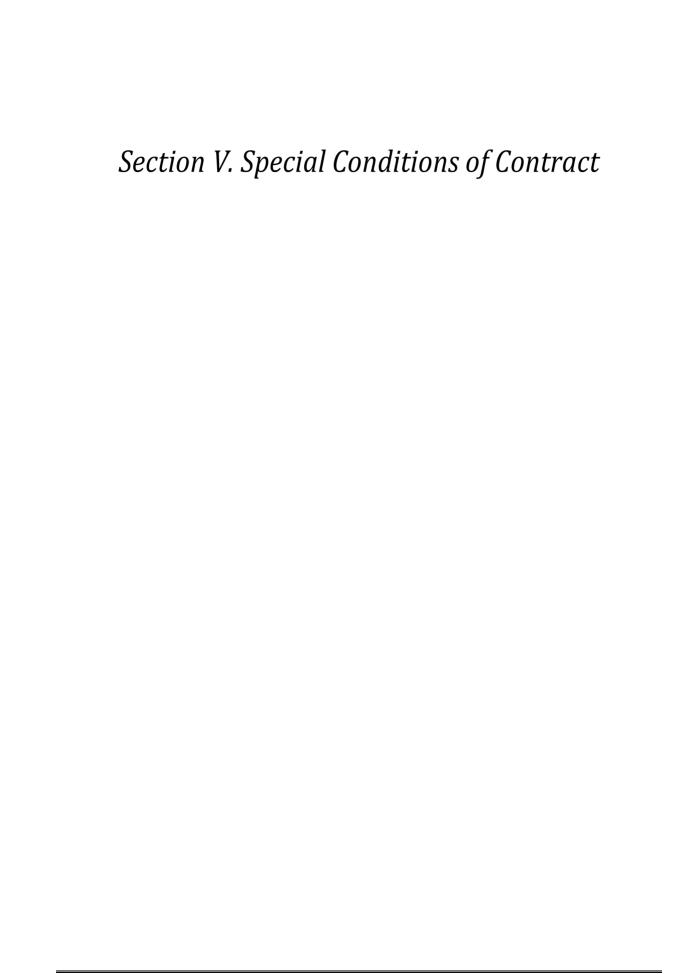
### **5.** Warranty

- In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

# **6.** Liability of the Supplier

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

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



# **Special Conditions of Contract**

GCC Clause				
1	Delivery and Documents			
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:			
	"The delivery terms applicable to this Contract are delivered <i>as indicated in Section VI. Schedule of Requirements.</i> Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."			
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).			
	For purposes of this Clause the Procuring Entity's Representative at the Project Sites are:  • Ms. Remely Lachica – Chief FPSSD  • Ms. Mary Ann A. Salomon-PFO Pangasinan  • Mr. Martin T. Allayban-PFO-Ilocos Sur			
	Incidental Services –			
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:			
	<ul> <li>a. performance or supervision of on-site assembly and/or installation/setting, start-up of the supplied goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of supplied goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this</li> </ul>			
	Contract; and e. replacement of defective parts for a period of time agreed by the parties.			
	The Contract price for the Goods shall include the prices charged by the Supplier fo incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.			
	Packaging –			
	The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough			

handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

### Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights -

	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.	
2.2	"The terms of payment shall be as follows: 50% upon partial delivery of goods required subject to submission of requisite documents, and 100% upon full delivery of goods and submission of requisite documents"	
4	The inspections and tests that will be conducted are: (1) conformity to specifications, (2) no defects or damages, and (3) conformity to	
	quantity and quality	

# Section VI. Schedule of Requirements

# Schedule of Requirements

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

Item No.	Description	Qty	Total	Delivered, Weeks / Months
1	Start delivery of Materials  • Lot 1: Payao Materials	5 units	5 units	Within 30 calendar days upon receipt of NTP
	Lot 2: Lambaklad Materials	1 Lot	1 Lot	Within 45 calendar days upon receipt of NTP
2	Inspection of goods	Per delivery sites	Per delivery sites	Within the day of delivery
3	Correction or replacement of defects, if any	1 lot	1 lot	Within 7 days from receipt of issuance of notice to contractor/supplier
4	Turnover and payment	1 lot	1 lot	Within 7 days from receipt of billing statement with requisite attachments

-	Name of Company/Bidder
Printed Name,	Position and Signature of Bidder's Authorized Representative

I hereby certify to comply with all the above Schedule of Requirements.

# Section VII. Technical Specifications

**Technical Specifications** 

Item	Specification	QTY	Statement of Compliance
Lot 1: [	Delivery of Payao Materials		
Onsite	delivery of the following:		
1.	<ul> <li>Steel type Payao Floater (fabricated)</li> <li>vacuum-type (3.5) payao floater (9.5 ft long x 2.5 ft diameter, 4 compartments, styro filled)</li> <li>Fabricated steel floater are made of: <ul> <li>blasted MS Steel plates (4 mm x 4'x8');</li> <li>rolling and tackle weld (per sheet);</li> <li>welded cone-shaped forward compartment;</li> <li>painted w/ Epoxy primer and high performance marine top coat paints (Orange);and printed BFAR RFO1 (white)</li> <li>complete with 3/4" x 8" GI pipe flag marker holder; 1" round bar holders (3); 1 SS fabricated Swivel (1" dia., 1½" nut, 5 in. x 5 in. loop dia.); and attached 3 tire rings</li> </ul> </li> <li>Please see Annex A. Lay-out</li> </ul>	5 units	
2.	PP rope 16mm, at least 660 m/roll, medium laid	70 rolls	
3.	Galvanized Steel Wire Rope coated with plastic, 16mm, 20 m length	5 rolls	
4.	Swivel, SS, (1" dia., 1½" nut, 5 in. x 5 in. loop dia.	5 pcs	
5.	Wire Clip, #25	20 pcs	
6.	Timble, 1 in., big	35 pcs	
7.	Rubber hose, 1 in, 25m	5 rolls	
8.	Steel drum sinker (concrete with reinforcing steel bar and triple tire ring ear)	25 pcs	
	<ul> <li>Delivery Sites:</li> <li>Paoay, Ilocos Norte - 1 set</li> <li>Narvacan, Ilocos Norte - 2 sets</li> <li>Rosario, La Union - 1 set</li> <li>Alaminos, Pangasinan - 1 set</li> </ul>		

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

I hereby (	certify to comply with all the above Technical Specifications.
	Name of Company/Bidder
Printed Name,	Position and Signature of Bidder's Authorized Representative

### Annex A. Lay-out



Steel type Payao Floater (fabricated)

- vacuum-type (3.5) payao floater (9.5 ft long x 2.5 ft diameter, 4 compartments, styrofilled)
- made of blasted MS Steel plates (4 mm 4'x8');
- rolling and tackle weld (per sheet);
- welded cone-shaped forward compartment;
- painted w/ Epoxy primer and high performance marine top coat paints (Orange); and printed BFAR RFO1 (white)
- complete with 3/4" x 8" GI pipe flag marker holder; 1" round bar holders (3); 1 SS fabricated Swivel 1 inch dia.,  $1\frac{1}{2}$ " nut, 5 in. x 5 in. loop dia.); and attached 3 tire rings.

**Technical Specifications** 

Item	Specification	QTY	Statement of
Lot 2. D	elivery of Lambaklad Materials and Accessories		Compliance
LOU Z: D	PA KNOTTED nettings (Black resinized)		
1.	210/36 x 11k (100m x 100md)	1 bale	
2.	210/36 x 7k (100m x 200md)	6 bales	
3.	210/36 x 5k (100m x 200md)	7 bales	
4.	210/36 x 4k (100m x 200md)	6 bales	
5.	210/42 x 3k (100m x 200md)	3 bales	
6.	210/45 x 2k (100m x 200md)	3 bales	
	PP ropes (Medium Laid)		
7.	40 mm dia., 220m/roll	2 rolls	
8.	36 mm dia., 220m/roll	3 rolls	
9.	24 mm dia., 220m/roll	25 rolls	
10.	18 mm dia., 220m/roll	14 rolls	
11.	14mm dia., 200m/roll	10 rolls	
12.	8mm dia., 200m/roll	120 rolls	
	Nylon Twine (Knitting) Polyamide black resiniz	ed	
13.	210/42	60 spools	
14.	210/36	60 spools	
	Floats, Sinkers and other supplies		
15.	Plastic drum (main buoy)@ 200li. capacity, blue, cap intact	30 pcs	
16.	Plastic container @ 30 li capacity, blue, cap intact	150 pcs	
17.	EVA/SHE-10 float	70 pcs	
18.	EVA/SHE-3 float	150 pcs	
19.	Lead Sinker No. 8 @ 50 kgs. per box	8 boxes	
20.	Tire rings (Payao type)	10 rings	
21.	Knitting needle (size: #12)	200 pcs	
22.	Paint, black, quick dry enamel	2 gallons	
23.	Marine epoxy, A&B	2 gallons	
24.	Scissors, 10cm blade, SS	25 pairs	
25.	Knitted gloves, freesize	200 pairs	
26.	Bayog bamboo, full length	12 pcs	

	Accessories		
27.	Wooden hauling flat boat  Please see Annex B. Layout and materials	2 units	
28.	Motorized wooden hull service boat (30 footer) (16 HP marine gasoline engine, with outrigger & accessories)	1 unit	
	Please Annex C. Lay-out and materials		
	Delivery site: Tagudin, Ilocos Sur		

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

I hereby certify to comply with all the above Technical Specifications.
Name of Company/Bidder
Printed Name, Position and Signature of Bidder's Authorized Representative
 Date

# Section VIII. Checklist of Technical and Financial Documents

# **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

### Legal Documents

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

### **Technical Documents**

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

### Financial Documents

The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### Class "B" Documents

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

### II. FINANCIAL COMPONENT ENVELOPE

- (1) Original of duly signed and accomplished Financial Bid Form; and
- (m) Original of duly signed and accomplished Price Schedule(s).

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

- (n) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ② (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

