

Republic of the Philippines Bangsamoro Autonomous Region in Muslim Mindanao MINISTRY OF TRANSPORTATION AND COMMUNICATIONS MOTC Building, BARMM Compound, Cotabato City e-mail: motcbarmm.proc@gmail.com



## PROCUREMENT OF FOUR UNIT SEA TRANSPORT VEHICLES (SPEEDBOATS)

Bid Ref. No. 24TDIF0005

Approved Budget for the Contract: P 40,000,000.00

SPECIAL BIDS AND AWARDS COMMITTEE

October 2024

### MINISTRY OF TRANSPORTATION AND COMMUNICATIONS

Bangsamoro Government Center, Cotabato City 9600

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

ABC	:	Approved Budget for the Contract.
BAC	:	Bids and Awards Committee.
Bid	:	A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as <i>Proposal</i> and <i>Tender</i> . (2016 revised IRR, Section 5[c])
Bidder	:	Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])
Bidding Documents	:	The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])
BIR	:	Bureau of Internal Revenue.
BSP	:	Bangko Sentral ng Pilipinas.
Consulting Services	:	Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])
CDA	:	Cooperative Development Authority.
Contract	:	Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
CIF	:	Cost Insurance and Freight.
CIP	:	Carriage and Insurance Paid.
CPI	:	Consumer Price Index.
DDP	:	Refers to the quoted price of the Goods, which means "delivered duty paid."
DTI	:	Department of Trade and Industry.
EXW	:	Ex works.
FCA	:	"Free Carrier" shipping point.
FOB	:	"Free on Board" shipping point.
Foreign- funded Procurement or Foreign- Assisted Project	:	Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).
Framework Agreement	:	Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods

or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

- GFI 2 Government Financial Institution.
- GOCC Government-owned and/or -controlled corporation.

Goods

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

**GPPB** ÷ Government Procurement Policy Board.

- **INCOTERMS** International Commercial Terms. •
- Include the construction, improvement, rehabilitation, demolition, repair, Infrastructure 5 restoration or maintenance of roads and bridges, railways, airports, seaports, Projects communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as civil works or works. (2016 revised IRR, Section 5[u])
- LGUs 2 Local Government Units.
- NFCC 2 Net Financial Contracting Capacity.
- NGA National Government Agency. 5
- **PhilGEPS** Philippine Government Electronic Procurement System. ÷
- Procurement refers to a specific or identified procurement covering goods, infrastructure project 2 Project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)
- **PSA** Philippine Statistics Authority.
- SEC Securities and Exchange Commission. 2
- SLCC 2 Single Largest Completed Contract.
- Supplier refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.
- UN United Nations. •

## Section I. Invitation to Bid



### PROCUREMENT OF FOUR UNIT SEA TRANSPORT VEHICLES (SPEEDBOATS)

Bid Ref. No. 24TDIF0005

#### Approved Budget for the Contract: P-40,000,000.00

- The Ministry of Transportation and Communications BARMM through the FY 2024 BARMM Transitional Development Impact Fund (TDIF) intends to apply the sum of Forty Million Pesos (PhP 40,000,000.00) being the ABC to payments under the contract for *Procurement of Four Unit Sea Transport Vehicles* (Speedboats) under Bid Ref. No. 24TDIF0005. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The MOTC-BARMM now invites bids for the above Procurement Project. The delivery period shall be within sixty (60) calendar days from the receipt of Notice to Proceed (NTP). Bidders should have completed, within the last 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).

Similar project shall mean "<u>Supply and Delivery of Sea Transport Vehicles</u> (Speedboats)."

- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from MOTC-BARMM and inspect the Bidding Documents at the address given below from Mondays to Fridays, 9:00 AM to 4:00 PM.
- A complete set of Bidding Documents may be acquired by interested bidders by requesting a copy of Order Form via email at <u>motobarmm.proc@gmail.com</u> prior payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos** (P 25,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.



#### 6. The Schedule of Bidding Activities shall be as follows:

ACTIVITIES	DATE & TIME	VENUE/MODE
1. Sale and Issuance of Bid Documents	9:00 AM to 4:00 PM only Mondays to Fridays Starting October 24, 2024	BAC Secretariat at Procurement Division, MOTC BARMM, Cotabato City
2. Pre-Bid Conference	November 5, 2024 (Tuesday) 1:00 PM	Face to Face at BLTO Conference Room, BGC Compound, Cotabato City and Online via Zoom Platform
<ol> <li>Submission of Bid Documents</li> </ol>	November 18, 2024, (Monday) 1:00 PM	BAC Secretariat at Procurement Division, MOTC BARMM, Cotabato City
4. Opening of Bids		BLTO Conference Room, BGC Compound, Cotabato City

\*\* Only two (2) pre-registered representatives per bidder shall be allowed to participate in the Zoom conference.

- 7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 8. Prospective Bidders interested to join the Pre-Bid Conference via Zoom may send request for the link thru email at <u>motcbarmm.proc@gmail.com</u> with the following information together with proof of identity of the attendee/s a day before the scheduled conference:

a.	Name of Project:	
b.	Bid Reference No.:	
C.	Activity:	
d.	Company Name:	
e.	Company Address:	
f.	Name of Representative/s (maximum of 2 personnel only):	i
g.	Email Address/es (to which all communications from the Bids and Awards Committee shall be sent):	i ii
h.	Contact No/s.:	
i.	Attach Scanned Copy or Photo of Identification Card (ID)	

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representative/s or personnel who are familiar with the bid requirements and will prepare the documents for the bidder.

- 9. The **MOTC BARMM** 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.
- 10. For further information, please refer to:

Jayson V. Solayman Head, SBAC Secretariat MOTC-BARMM, BGC Compound, Cotabato City, Email Address: <u>motcbarmm.proc@gmail.com</u>

11 October 2024

SGD. Muhammad Ameen M. Abbas MOTC Deputy Minister Chairperson, Special Bids & Awards Committee

## Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, *Ministry of Transportation and Communications - BARMM*, wishes to receive Bids for the *PROCUREMENT OF FOUR UNIT SEA TRANSPORT VEHICLES (Speedboats)*, with identification number *24TDIF0005*.

The Procurement Project (referred to herein as "Project") is composed of **One (1)** Lot, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **FY 2024** in the amount of Pesos: **Forty Million Pesos (PhP 40,000,000.00)**.
- 2.2. The source of funding is **BARMM-Transitional Development Impact Fund.**

#### 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 exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. 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;

- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an **SLCC that is at least one (1) contract similar to the Project** the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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

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

#### 6. Origin of Goods

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

#### 7. Subcontracts

7.1. The 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 **Subcontracting is not allowed**.

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the 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.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and through videoconferencing/webcasting as indicated in 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 *the last five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

#### 12. Bid Prices

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

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

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

#### 13. Bid and Payment Currencies

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

#### a. Philippine Pesos.

#### 14. Bid Security

- 14.1. The Bidder shall submit a **Bid Securing Declaration**<sup>1</sup> or any form of **Bid Security** in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be **valid for one hundred twenty calendar days from the date of opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

### Each Bidder shall submit one copy (1) 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.

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;
- (d) bear the specific identification of this bidding process indicated in the ITB Clause 102; and bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, as specified in the IB.

<sup>&</sup>lt;sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

TO :	THE SPECIAL BIDS AND AWARDS COMMITTEE MINISTRY OF TRANSPORTATION AND COMMUNICATIONS-BARMM
FROM :	
ADDRESS:	(Name of Bidder in Capital Letters)
PROJECT :	(Address of Bidder in Capital Letters)
BID REF NO: (In Capital Le "DO NOT OPI	tters, Indicate the Phrase): EN BEFORE:

#### 16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in 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 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 follows:

Option 1 – 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/Single 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**.

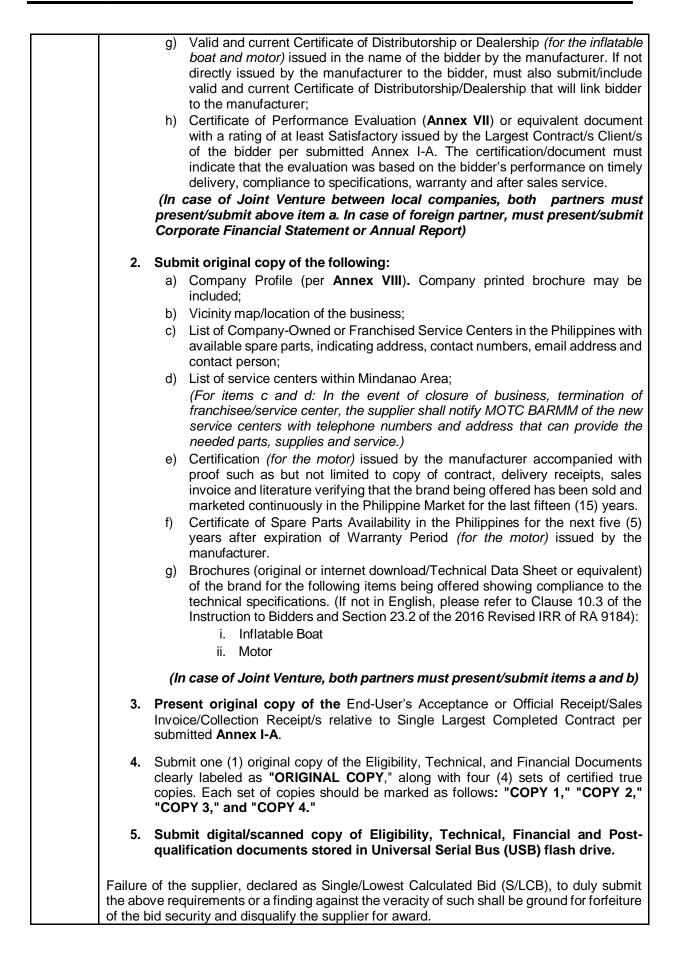
#### 21. Signing of the Contract

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

ITB Clause				
5.3	<ul> <li>For this purpose, contracts similar to the Project shall be:</li> <li>a. "Supply and Delivery of Sea Transport Vehicles (Speedboats)" and</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	Subcontracting is not allowed.			
12	The price of the Goods shall be quoted DDP <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.			
14.1	The bid security shall be in any of the following forms issued in favor of the Ministry of Transportation and Communications - BARMM:			
	Project ABC (P)     Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (P)     Bid Security: Surety Bond (5%) (P)     Bid Securing Declaration			
	40,000,000.00 800,000.00 2,000,000.00 No required Amount			
19.3	Project will be awarded in one (1) lot.			
20.2				

### **Bid Data Sheet**



# 21.2 Within ten (10) calendar days from receipt of Notice of Award, successful Bidder shall post the required performance security, sign and date the contract and return it to MOTC BARMM Procurement Office.

Bid Ref. No. 24TDIF0005

# Section IV. General Conditions of Contract

#### 1. Scope of Contract

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

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

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

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

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

#### 3. Performance Security

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

#### 4. Inspection and Tests

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

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

#### 5. Warranty

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

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

#### 6. Liability of the Supplier

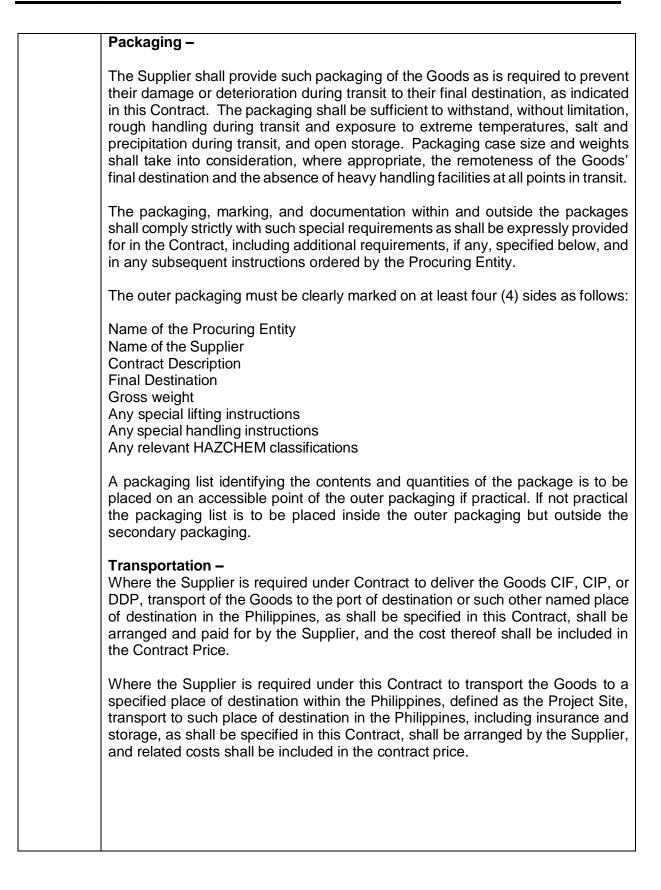
The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

# Section V. Special Conditions of Contract

#### 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 in the Philippines. 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 Site is: BMARINA – MOTC BARMM 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: performance or supervision of on-site assembly and/or start-up of the a. supplied Goods: furnishing of tools required for assembly and/or maintenance of the b. supplied Goods: furnishing of a detailed operations and maintenance manual for each C. appropriate unit of the supplied Goods; 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 Contract; and The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

### **Special Conditions of Contract**



	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	Payment shall be made upon submission of complete documentary requirements in accordance with prevailing accounting and auditing rules and regulations.
4	Applicable inspection and testing shall be conducted by the Inspection and Pre- Acceptance Committee of the Department.

# Section VI. Schedule of Requirements

#### A. TERMS OF REFERENCE

#### I. APPROVED BUDGET FOR THE CONTRACT

The total ABC for the project is **FORTY MILLION PESOS (PhP 40,000,000.00)** inclusive of all applicable government taxes and service charges.

#### II. **PROJECT REQUIREMENTS:**

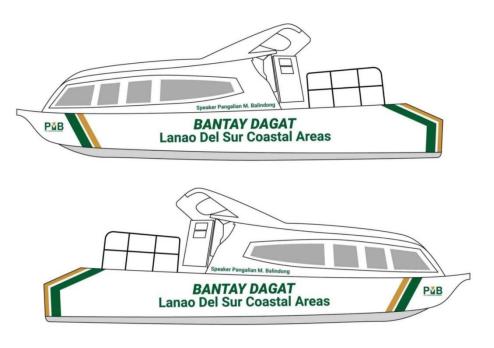
A. Technical Specification

No.	Item Description
1	Hull Raw Material: 1.1. Aluminum alloy plate- 2100 Kg of 5083H116 Marine product certified
	1.2. Aluminum alloy profile L50*50*3 - 380 meter of 6082T6
2	DIMENSIONS
	2.1. Total Length 8.50m
	2.2. Ship length. 7.70m
	2.3. Width of the ship. 2.20m
	2.4. Type Depth. 0.95m
	2.5. Displacement 3.05t
	2.6. Passenger: 9 people
3	MECHANICAL
	3.1. Engine. 2 x 200hp
	3.2. Engine type. 4 stroke gasoline
	3.3. Tank. 2 x 100 liter / 200 liter
	3.4. Steering system: Front Operation
	3.5. Fuel intake system: electronic fuel injection
	3.6. Driving Chair - 1 pc - provide safety belt
	3.7. Single type sofa - 2 sets - high-end imitation leather
4	CONSTRUCTION
	4.1. Construction: Aluminum
	4.2. Finish: Paint Finish
5	Shipping equipment and others
	5.1. 10 kg high grip anchor - 1 pc of cast steel - certificate of conformity
	5.2. 16, 50m long anchor cable - 1 pc of nylon rope - certificate of conformity
	5.3. 16, 50m long cable - 2 pcs of nylon rope - certificate of conformity
	5.4. life jacket (with reflective sheet) - 11 pcs - Marine product certificate
	5.5. Lifebuoy with rope - 1 pc - Marine product certificate
	5.6. 5kg dry powder fire extinguidher - 2 Bottles - Marine product certificate
	5.7. 9L foam fire extinguisher - 1 Bottle - Marine product certificate
6	Turbine part
	6.1. Marine four-stroke gasoline engine (right machine) -
	6.2.200HP - 2 pcs with oil filter and Marine product certificate

Item No.	Item Description		
110.	<ul> <li>6.3. Tank - 200L - 1pc of Aluminum - self made</li> <li>6.4. Automatic bilge pump - BL2512 - 1 pc - 12V outsourcing - Certificate of conformity or</li> </ul>		
	6.5. Marine product		
	<ul><li>6.6. Throttle gear line - 2 pcs of 8m - Random Band</li><li>6.7. Hydraulic steering gear - UP20 - 1 set steering flexible shaft</li></ul>		
7	<ul> <li>Six Electrical parts</li> <li>7.1. Battery - 6CQA-120 - 2 pcs - ZC product certificate</li> <li>7.2. Switch board - Non-standard DC12V - 1 set - IP22</li> <li>7.3. Navigation signal light control panel - Non-standard DC12V 5- 1 set - IP20</li> <li>7.4. Portable VHF telephone - IC-M25 with DCS - 1 set - IP56 - ZC product certificate</li> <li>7.5. Electric flute - DC12V 120dB stainless - 1 set - IP56</li> <li>7.6. Radar - with GPS function - 1 set - IP56 - ZC product certificate</li> <li>7.7. Car air conditioner - 24V - 1 set</li> <li>7.8. Magnetic compass - 1 set</li> </ul>		
	<ul> <li>7.9. CD player - Vehicle mounted with radio function - 1 set - IP20</li> <li>7.10. Speaker - Ceiling VBO 5W - 1 pc</li> <li>7.11. Automatic bilge pump - BL2512 12V 54W - 1 set - IP56 - with float switch</li> <li>7.12. White ring light - CXH6-3 12V 25W - 1pc - IP56</li> <li>7.13. Port side light - CXH1-3 12V 25W red - 1 pc - IP56 - ZC product certificate</li> <li>7.14. Starboard light - CXH1-3 12V 25W green - 1 pc - IP56 - ZC product certificate</li> <li>7.15. Stem light - CXH4-3 12V 15W white - 1 pc - IP56 - ZC product certificate</li> <li>7.16. Mast light - WJ-1 12V 25W yellow - 1 pc - IP56 - ZC product certificate</li> <li>7.17. Electrical search light - 135SL DC12V 100W - 1 pc - IP56 - JABSCO</li> <li>7.18. Downlight - led DC12V 5W - 1 pc</li> <li>7.19. On-hook instrument - 1 set - comes with on-hook</li> <li>7.20. Water light switch with socket - CZKF3-2 - 1 pc - IP56</li> <li>7.21. Light switch - 250V 10A - 1 pc</li> <li>7.23. Fresh water pressure maintaining pump - 1 set</li> <li>7.24. Light nod - Aluminum alloy - 1 pc</li> </ul>		

#### LAY-OUT

**1. SPEED BOAT OF MP ATTY. PANGALIAN M. BALINDONG** End User: Brgy. Baraas, Municipality of Picong, Lanao Del Sur



Sea Transport Vehicle

2. SPEED BOAT OF MP EDDIE MAPAG ALIH End User: Muslim Upliftment Foundation of Tawi-Tawi, Inc. (MUFTI)



#### 3. SPEED BOAT OF MP MOSBER E. ALAUDDIN, MPA

End User: Bangsamoro Decommissioning Fisher Port and Farmer Producer Cooperative at Tipo-Tipo, Basilan





#### 4. SPEEDBOAT OF MP DAN ASNAWIE End User: BLGU of Cambug, Al-Barka, Basilan

#### B. The supplier must submit the following documents:

- 1. The brand being offered for the Rubber Boat must be sold and marketed continuously in the Philippine Market for the last (15) years. Provide a certificate verifying that the unit is brand new.
- 2. Valid and current Certificate of Distributorship or Dealership issued in the name of the Bidder by the manufacturer. If not directly issued by the manufacturer to the Bidder, must also submit/include valid and current Certificate of Distributorship/Dealership that will link the bidder to the manufacturer.
- 3. Brochure (original or internet download/Technical Data Sheet or equivalent) of the rubber boat being offered showing compliance to the technical specifications. The Contractor/Supplier must provide a parts catalogue and troubleshooting manual/software to the end user upon delivery for reference.
- 4. List of company owned or franchise service center in the Philippines with available spare parts, indicating address, telephone & fax numbers, email address and contact person.
- 5. List of available service centers within Mindanao Area.
- 6. Warranty certificates for parts and motors should be provided
- 7. Submit Certificate of Spare Parts Availability in the Philippines for the next (5) years after expiration of the Warranty Period issued by the manufacturer.
- 8. Full MARINA and/or BMARINA documentation should be provided.
- 9. The contractor/supplier must be a Class A Boat Builder Certificate/ License from MARINA.

#### C. The supplier must comply with the following conditions:

- 1. The Contractor/Supplier is responsible for assisting with the shipment to MOTC-BARMM located at Bangsamoro Government Center, Governor Gutierrez Avenue, Cotabato City and to on- site (beneficiaries) delivery of the speedboats, including the Delivery Cost.
- 2. The warranty's date and Effectivity will commence after testing, commissioning, and trial by the Contractor/Supplier and End-user, to be witnessed by the Procuring Entities Inspectorate Team, TDIF Focal Person, MPs Focal Person, COA BARMM Auditor, and TWG.
- **3.** The boat trailer should be included.
- 4. The Contractor/Supplier is responsible for providing comprehensive training and orientations on the proper operation and maintenance of the speedboat to the end-user.

#### III. TERMS OF PAYMENT

One Time Payment (100%) shall be made after full/complete delivery of the brand-new rubber boats as specified in technical requirements within the prescribed period and upon issuance of Certificate of Acceptance by the MOTC-BARMM.

# Section VII.

# **Technical Specifications**

### **Technical Specifications**

		Statement	
Item No.	Item Description	of Compliance (Comply / Not Comply)	Remarks
1	Hull Raw Material:		
	1.1. Aluminum alloy plate- 2100 Kg of		
	1.2. 5083H116 Marine product certified		
	1.3. Aluminum alloy profile L50*50*3 - 380 meter of 6082T6		
2	DIMENSIONS		
	2.1. Total Length 8.50m		
	2.2. Ship length. 7.70m		
	2.3. Width of the ship. 2.20m		
	2.4. Type Depth. 0.95m		
	2.5. Displacement 3.05t		
	2.6. Passenger: 9 people		
3	MECHANICAL		
	3.1. Engine. 2 x 200hp		
	3.2. Engine type. 4 stroke gasoline		
	3.3. Tank. 2 x 100 liter / 200 liter		
	3.4. Steering system: Front Operation		
	3.5. Fuel intake system: electronic fuel injection		
	3.6. Driving Chair - 1 pc - provide safety belt		
	3.7. Single type sofa - 2 sets - high-end imitation		
	leather		
4	CONSTRUCTION		
	4.1. Construction: Aluminum		
	4.2. Finish: Paint Finish		
5	Shipping equipment and others		
	5.1. 10 kg high grip anchor - 1 pc of cast steel -		
	certificate of conformity		
	5.2. 16, 50m long anchor cable - 1 pc of nylon rope -		
	certificate of conformity		
	5.3. 16, 50m long cable - 2 pcs of nylon rope -		
	certificate of conformity		
	5.4. life jacket (with reflective sheet) - 11 pcs -		
	Marine product certificate		
	5.5. Lifebuoy with rope - 1 pc - Marine product certificate		
	5.6. 5kg dry powder fire extinguisher - 2 Bottles - Marine product certificate		
	5.7. 9L foam fire extinguisher - 1 Bottle - Marine		
	product certificate		
6	Turbine part		
	6.1. Marine four-stroke gasoline engine (right		
	machine) -		
	6.2 200HP - 2 pcs with oil filter and Marine product		
	certificate		
	6.3. Tank - 200L - 1pc of Aluminum - self made		

		Statement	
Item		of	
No.	Item Description	Compliance	Remarks
		(Comply /	
	6.4. Automatic bilge pump - BL2512 - 1 pc - 12V	Not Comply)	
	outsourcing - Certificate of conformity or Marine		
	product		
	6.5. Throttle gear line - 2 pcs of 8m - Random Band		
	6.6. Hydraulic steering gear - UP20 - 1 set Steering		
	flexible shaft		
7	Six Electrical parts		
	-		
	7.1. Battery - 6CQA-120 - 2 pcs - ZC product certificate		
	7.2. Switch board - Non-standard DC12V - 1 set -		
	IP22		
	7.3. Navigation signal light control panel - Non-		
	standard DC12V 5- 1 set - IP20		
	7.4. Portable VHF telephone - IC-M25 with DCS - 1		
	set - IP56 - ZC product certificate		
	7.5. Electric flute - DC12V 120dB stainless - 1 set - IP56		
	7.6. Radar - with GPS function - 1 set - IP56 - ZC		
	product certificate		
	7.7. Car air conditioner - 24V - 1 set		
	7.8. Magnetic compass - 1 set		
	7.9. CD player - Vehicle mounted with radio function		
	- 1 set - IP20		
	7.10. Speaker - Ceiling VBO 5W - 1 pc 7.11. Automatic bilge pump - BL2512 12V 54W - 1		
	set - IP56 - with float switch		
	7.12. White ring light - CXH6-3 $12V 25W - 1pc -$		
	IP56		
	7.13. Port side light - CXH2-3 12V 25W red - 1 pc -		
	IP56 - ZC product certificate		
	7.14. Starboard light - CXH1-3 12V 25W green - 1		
	pc - IP56 - ZC product certificate		
	7.15. Stem light - CXH4-3 12V 15W white - 1 pc - IP56 - ZC product certificate		
	7.16. Mast light - WJ-1 12V 25W yellow - 1 pc -IP56		
	- ZC product certificate		
	7.17. Electrical search light - 135SL DC12V 100W -		
	1 pc - IP56 – JABSCO		
	7.18. Downlight - led DC12V 5W - 1 pc		
	7.19. On-hook instrument - 1 set - comes with on- hook		
	7.20. Water light switch with socket - CZKF3-2 - 1		
	pc - IP56		
	7.21. Light switch - 250V 10A - 1 pc		
	7.22. Wiper - 1 set		
	7.23. Fresh water pressure maintaining pump - 1 set		
	7.24. Light nod - Aluminum alloy - 1 pc		

#### I hereby certify to comply with the above Technical Specifications.

#### Name of Company (in print)

#### Signature of Company Authorized Representative

#### Name & Designation (in print)

#### Date

\*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 Bidders 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 provisions of ITB a(ii) and/or GCC Clause (iii).

# Section VIII.

# Checklist of Technical and Financial Documents

			PECIAL BIDS AND AWARI		ENTS					
Project	t: P	ROCUREMENT	OF FOUR UNIT SEA TI	RANSPORT VEI	HICLES (SPEEDB	OATS)				
Bid Re	f No 2/	4TDIF0005								
	-		CONTRACT: <del>P</del> 40,000,0	00 00						
				00.00						
			CLASS "A" DOCUMI	ENTS						
A. <u>LEC</u>	GAL DOCU	MENTS								
	<ul> <li>(a) Valid and current Certificate of PhilGEPS Registration (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR (pursuant to GPPB Resolution No. 15-2021, dated 14 October 2021);</li> </ul>									
В. <u>тес</u>	CHNICAL D	OCUMENTS								
	yet sta	•	oing government and privat ther similar or not similar in		0					
	last fiv the tot Simila (Spec Any of	ve (5) years from tal ABC (per <b>Ann</b> ar in nature shall <u>adboats)</u> ". <u>f the following do</u> <u>t contracts per An</u> Copy of End Us	mean " <u>Supply and Delive</u> ocuments must be submitte	ceipt of bids `equiv ery of Sea Transp ed/attached corres	alent to at least fifty <b>port Vehicles</b> sponding to listed co	7 (50%) of				
	COMI openir [ [ 1. 2. 3.	MUNICATIONS-E ng); any one of th Project ABC (P) 40,000,000.00 Bid Securing De The Cashier's/M The Bank Drai Universal or Co Should bidder of on demand and Insurance Com certification from that the surety of For submission	nust be issued in favor of BARMM (must be valid for a e following forms: Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (P) 800,000.00 eclaration per Annex II; Manager's Check shall be is ft/Guarantee or Irrevocable ommercial Bank; or opt to submit a Surety Bond a d must be issued by a sur- mission as authorized to iss <u>m Insurance Commission m</u> or insurance company is sp of Bank Draft/Guarantee of be stated/specified in the E	at least 120 calend Bid Security: Surety Bond (5%) (P) 2,000,000.00 sued by a Local, U as Bid Security, the ety or insurance of sue such bond. To ust be submitted be ecifically authorized r Irrevocable Lette	dar days from the d Original Bid Securing Declaration No required Amount niversal or Commerce shall be issued by the surety bond must be company duly certified gether with the sureted by the bidder which red to issue surety bond r of Credit or Surety	cial Bank a Local be callable ed by the <u>ty bond, a</u> <u>nust state</u> <u>nds.</u> <u>Bond, the</u>				

1

<ul> <li>The following are the grounds for forfeiture of Bid Security</li> <li>IF A BIDDER: <ul> <li>a) Withdraws its bid during the period of bid validity.</li> <li>b) Does not accept the correction of errors pursuant to Section 32.2.1 of the IRR of RA 9184.</li> <li>c) Fails to submit the Post Qualification requirements within the prescribed period or a finding against their veracity thereof.</li> <li>d) Submission of eligibility requirements containing false information or falsified documents.</li> <li>e) 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.</li> <li>f) Allowing the use of one's name, or using the name of another for purposes of public bidding.</li> <li>g) 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.</li> <li>h) Refusal or claify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.</li> <li>j) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.</li> <li>k) Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.</li> <li>j) 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.</li> </ul> </li> <li>IF THE SUCCESSFUL BIDDER: <ul> <li>a) fails to sign the contract in accordance with Section 40 of the Revised IRR of RA 9184; or</li> </ul> </li> </ul>
 <ul> <li>b) fails to furnish performance security in accordance with Section 40 of the Revised IRR of RA 9184.</li> <li>(e) Conformity with Schedule of Requirements and Technical Specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents.</li> </ul>
and specified in Sections vi and vir of the Bidding Documents.
<ul> <li>(f) Original duly signed Omnibus Sworn Statement in accordance with Section 25.3 of the IRR of RA 9184 and using the prescribed form attached as Annex III with attached Proof of Authority of the bidder's authorized representative/s:</li> <li>i. FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE): Notarized Special Power of Attorney.</li> <li>ii. FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE: Notarized Secretary's Certificate evidencing the authority of the designated representative/s. Note: Should there be more than one (1) appointed authorized representatives, use the word "any of the following" or "OR", otherwise, all authorized representatives must sign/initial the bid submission</li> <li>IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.</li> </ul>

C. FIN	ANCIAL DOCUMENTS
	<ul> <li>(g) Net Financial Contracting Capacity (NFCC) computation, in accordance with ITB Clause 5.5, (per Annex IV).</li> <li>The NFCC computation must at least be equal to the ABC of this project. The detailed computation using the required formula must be provided.</li> <li><u>OR</u></li> <li>Original copy of Committed Line of Credit (CLC) per Annex IV-A issued by a Local Universal or Local Commercial Bank at least equal to ten percent (10%) of the ABC of this project.</li> <li><u>In case of Joint Venture, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and the Latest Audited Financial Statements.</u></li> </ul>
	Class "B" Document: (For Joint Venture)
	<ul> <li>If applicable, For Joint Ventures, Bidder to submit either: <ul> <li>(i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or</li> <li>(ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex V) signed by 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 and must be in accordance with Section 23.1 (b) of the IRR</li> <li>In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i)]</li> </ul> </li> <li>(h) The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (per Annex V) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.</li> </ul>
ENVEL	OPE 2: FINANCIAL COMPONENT
	<ul> <li>(a) Completed and signed Financial Bid Form. Bidder must use, accomplish and submit Bid Form (Annex VI); and</li> <li>(b) Original of duly signed and accomplished Price Schedule(s) (Annex VI-A or VI-B).</li> <li>The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.</li> </ul>

## Section IX. Prescribed/Sample Forms

Annex I

# (Bidder's Company Letterhead)

#### PROCUREMENT OF FOUR UNIT SEA TRANSPORT VEHICLES (SPEEDBOATS) Bid Ref. No. 24TDIF0005 Approved Budget for the Contract – <del>P</del>40,000,000.00

# Statement of All Ongoing Government and Private Contracts, including contracts awarded but not yet started, if any, within the Last five (5) Years

NAME OF CLIENT	NAME OF THE CONTRACT	DATE AND STATUS OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACTS	DATE OF DELIVERY	PURCHASE ORDER NUMBER/S OR DATE OF CONTRACT/S
	TO	TAL					

## CERTIFIED CORRECT:

### Name & Signature of Authorized Representative

Position

### Annex I-A

## (Bidder's Company Letterhead)

#### PROCUREMENT OF FOUR UNIT SEA TRANSPORT VEHICLES (SPEEDBOATS) Bid Ref. No. 24TDIF0005 Approved Budget for the Contract – <del>P</del>40,000,000.00

#### Statement of Single Largest Completed Contract of Similar Nature within the Last Five (5) Years from date of submission and receipt of bids

Single completed contract of similar nature amounting to at least fifty percent (50%) of the ABC;

NAME OF CLIENT	NAME OF THE CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	DATE OF DELIVERY	SALES INVOICE/OFFICIAL RECEIPT NO./COLLECTION RECEIPT NO.& DATE <u>OR</u> END USER'S ACCEPTANCE DATE <u>(<b>Please attach</b>)</u>

#### **CERTIFIED CORRECT:**

Name & Signature of Authorized Representative

Position

#### Annex II

#### PROCUREMENT OF FOUR UNIT SEA TRANSPORT VEHICLES (SPEEDBOATS) Bid Ref. No. 24TDIF0005 Approved Budget for the Contract – <del>P</del>40,000,000.00

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

## **BID-SECURING DECLARATION**

#### To: DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)

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 Bid Securing Declaration<sup>1</sup>, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1, and 69.1, except 69.1 (f) of the IRR of RA 9184; without prejudice to the other legal action the government may undertake.
- 3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared as the bidder with the Single/Lowest Calculated 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 [month] [year] at [place of execution].

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

#### [Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Annex III (Page 1 of 2)

#### PROCUREMENT OF FOUR UNIT SEA TRANSPORT VEHICLES (SPEEDBOATS) Bid Ref. No. 24TDIF0005

Approved Budget for the Contract – P40,000,000.00

### **Omnibus Sworn Statement**

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

## Annex III

(Page 2 of 2)

#### 6. Select one, delete the rest:

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully 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. In case advance payment was made or given, failure to perform or deliver any of the following obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of faud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 3154 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this \_day of \_\_\_, 20\_\_at \_\_\_\_, Philippines.

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

#### [Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Annex IV

## (Bidder's Company Letterhead)

#### PROCUREMENT OF FOUR UNIT SEA TRANSPORT VEHICLES (SPEEDBOATS) Bid Ref. No. 24TDIF0005 Approved Budget for the Contract – <del>P</del>40,000,000.00

## NET FINANCIAL CONTRACTING CAPACITY COMPUTATION (Please show figures at how you arrived at the NFCC)

Our **Net Financial Contracting Capacity (NFCC)** which is at least equal to the total ceiling price we are bidding is computed as follows:

CA	=	Current Assets	P
LESS			-
CL	=	Current Liabilities	₽
		Sub-total 1	₽
			X 15
		Sub-total 2	막
LESS			-
С	=	Value of all outstanding or uncompleted portions of	₽
		the project under on-going contracts, including	
		awarded contracts yet to be started coinciding with	
		the contract for this Project	
NETI	FINA	ANCIAL CONTRACTING CAPACITY	무

### Name & Signature of Authorized Representative

Position

Date

#### Notes:

- 1) The value of the bidder's current assets and current liabilities must be based on the latest Audited Financial Statements submitted to the BIR.
- 2) The value of all outstanding or uncompleted contracts refers to those listed in Annex I.
- 3) The detailed computation using the required formula must be shown as provided for in Annex IV.
- 4) The NFCC computation must at least be equal to the sum of ABC of the project.

Annex V (Page 1 of 2)

#### PROCUREMENT OF FOUR UNIT SEA TRANSPORT VEHICLES (SPEEDBOATS) Bid Ref. No. 24TDIF0005 Approved Budget for the Contract – <del>P</del>40,000,000.00

#### PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This <b>PROTOC</b>	OL/UN	<b>IDERT</b>	AKI	NG O	F AGREEME	NT TO	ENTER	INTO JC	DINT
VENTURE,	exect	uted	by:					а	sole
proprietorship/									
by virtue of	the	laws	of	the	Philippines,	with	offices	located	at
			,				, repres	sented he	erein
by its				,				., herein	after
referred to as '									
				-and-					

								а			sole
pro	orietors	hip/p	artne	ership/c	corpo	oratio	n duly organi:	zed an	id existin	ig under	and
by	virtue	of	the	laws	of	the	Philippines,	with	offices	located	at
					,				, repres	sented he	rein
refe	erred to	as "					",				

For submission to the Special **Bids and Awards Committee** of the **Ministry of Transportation and Communications-BARMM**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

#### WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **Ministry of Transportation and Communications** - **BARMM** pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the **DENR BAC** a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).

Annex V (Page 2 of 2)

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

JV Partner (Name of Company):

Authorized Representative of the JV Partner: (Per attached Secretary's Certificate)

Name

Designation

That furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by MOTC-BARMM of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by DENR under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of MOTC-BARMM.

This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

JV Partner 1's Representative/Authorized Signatory

JV Partner 2's Representative/Authorized Signatory

[Jurat] [Format shall be based on the latest Rules on Notarial Practice]

Annex VI (page 1 of 2)

#### PROCUREMENT OF FOUR SEA TRANSPORT VEHICLES (SPEEDBOATS) Bid Ref. No. 24TDIF0005

Approved Budget for the Contract – P40,000,000.00

## **Bid Form**

#### To: **MOTC-BARMM Special Bids and Awards Committee** MOTC Building, Bangsamoro Government Center Governor Gutierrez Avenue, Cotabato City

Gentlemen and/or Ladies:

I/We, having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin, *if any*, the receipt of which is hereby acknowledge, I/We, the undersigned offer to *supply/deliver/perform the following* in conformity with the said PBDs for the sum specified in the table below or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this bid. The total bid price includes the cost of all applicable taxes, which are itemized herein or in the Price Schedules.

Description	Qty.	Unit	ABC ( <del>P</del> )	Financial Bid ( <del>P</del> )				
Description	Gty.	Onit	ADC (F)	Unit Cost ( <del>P</del> )	Total Cost ( <del>P</del> )			
Sea Transport Vehicles (Speedboats)	4	units	40,000,000.00					
TOTAL BID PRICE (Amo	ount in F	-igures)	:					
TOTAL BID PRICE (Amount in Words):								

Note: Please indicate <u>"0" or "-"</u> for item/s offered for free to the MOTC BARMM. Incomplete financial proposal shall be considered nonresponsive and thus, automatically disqualified in accordance with Section 32.2.1 (a) of the 2016 Revised IRR of RA 9184.

If our Bid is accepted, we undertake:

- a. to deliver the goods on accordance with the delivery schedules specified in the Schedule of Requirements of the PBDs;
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain biding upon us 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.

(page 2 of 2)

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

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

The undersigned is authorized to submit the bid on behalf of the company as evidences by the attached Secretary's Certificate/Board of Resolution/Special Power of Attorney in the submitted Omnibus Sworn Statement.

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

Name of Company (in print)

Signature of Company Authorized Representative

Name & Legal Capacity (in print)

Duly Authorized to sign for and behalf of:



#### PROCUREMENT OF FOUR UNIT SEA TRANSPORT VEHICLES (SPEEDBOATS) Bid Ref. No. 24TDIF0005

Approved Budget for the Contract – ₽40,000,000.00

## Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

	For Goods Offered from Within the Finippines												
1	2	3	4	5	6	7	8	9	10				
ltem	Description	Country of origin	Quantity	Unit price EXW per item	Transportat ion and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)				

#### For Goods Offered from Within the Philippines

Name of Company (in print)

Signature of Company Authorized Representative

Name & Legal Capacity (in print)

Duly Authorized to sign for and behalf of:

Annex VI-B (page \_\_of \_\_)

#### PROCUREMENT OF FOUR UNIT SEA TRANSPORT VEHICLES (SPEEDBOATS) Bid Ref. No. 24TDIF0005

Approved Budget for the Contract – ₽40,000,000.00

## Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

1	2	3	4	5	6	7	8	9			
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)			

#### For Goods Offered from Abroad

Name of Company (in print)

Signature of Company Authorized Representative

Name & Legal Capacity (in print)

Duly Authorized to sign for and behalf of:

Annex 55

## (BIDDER'S CLIENT'S COMPANY LETTERHEAD)

## **CERTIFICATE OF PERFORMANCE EVALUATION**

[To be issued by the <u>Bidder's Client</u> specified in Annex I-A (Single Largest Completed Contract) on the performance of the product supplied / delivered by the prospective bidder]

This is to certify that <u>(NAME OF BIDDER)</u> has supplied our company/agency with <u>(Name of Product/s)</u>. Based on our evaluation on timely delivery, compliance to specifications and performance, warranty and after sales service, we give <u>(NAME OF BIDDER)</u> a rating of:



This Certification shall form part of the Post-Qualification Documentary Requirements in line with <u>(Name of Bidder)</u> participation in the bidding for the **PROCUREMENT OF FOUR UNIT SEA TRANSPORT VEHICLES (SPEEDBOATS).** 

Issued this \_\_\_\_\_day of \_\_\_\_\_2023 in \_\_\_\_\_, Philippines

Name of Company (Bidder's Client)

Address

Signature of Authorized Representative

Full Name of Authorized Representative

Tel. No./Fax

E-mail Address

## Annex 56

## (Bidder's Company Letterhead)

#### PROCUREMENT OF FOUR UNIT SEA TRANSPORT VEHICLES (SPEEDBOATS) Bid Ref. No. 24TDIF0005 Approved Budget for the Contract – P40,000,000.00

	COMPANY PROFILE
COMPANY NAME	:
ADDRESS	
HEAD OFFICE	:
BRANCH	:
TELEPHONE NUMBER/S	
HEAD OFFICE	:
BRANCH	:
FAX NUMBER/S	
HEAD OFFICE	:
BRANCH	:
E-MAIL ADDRESS/ES	:
NUMBER OF YEARS IN BUSINESS	:
NUMBER OF EMPLOYEES	
LIST OF MAJOR STOCKHOLDERS	:
LIST OF BOARD OF DIRECTORS	:
LIST OF KEY PERSONNEL (NAME &	:
DESIGNATION WITH SIGNATURE) AS AUTHORIZED CONTACT	
PERSONS FOR THIS PROJECT	
[at least THREE (3)]	

### CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position