



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
MARITIME INDUSTRY AUTHORITY

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF PERSONAL PROTECTIVE EQUIPMENT (PPE) AND OTHER ITEMS FOR INSPECTION/AUDIT

Government of the Republic of the Philippines

PUBLIC BIDDING NO. 2024-09

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Section I. Invitation to Bid



INVITATION TO BID FOR PROCUREMENT OF PERSONAL PROTECTIVE EQUIPMENT (PPE) AND OTHER ITEMS FOR INSPECTION/AUDIT

1. The Maritime Industry Authority (MARINA), through the CY 2024 General Appropriations Act (GAA) intends to apply the sum of **Three Million Two Hundred Forty One Thousand Fifty Pesos (3,241,050.00)** inclusive of VAT and all other applicable government taxes, being the ABC to payments under the contract for **Procurement of Personal Protective Equipment (PPE) and Other Items for Inspection/Audit**. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

ITEM	CLASSIFICATION	QTY	ABC
Lot 1	Hard Hat	147 pcs	₱220,500.00
Lot 2	Safety Shoes	147 pcs	₱882,000.00
Lot 3	Work Wear, Inspection Jackets and Pants	291 pcs	₱1,455,000.00
Lot 4	Inspection Bag	147 pcs	₱661,500.00
Lot 5	Reflectorized Vest	147 pcs	₱22,050.00
GRAND TOTAL			₱3,241,050.00

2. The Maritime Industry Authority (MARINA), now invites bids for the above Procurement Project. Delivery of the Goods is required by **Section VI. Schedule of Requirements**. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 **MARINA Bids and Awards Committee (BAC) Secretariat**, and inspect the Bidding Documents at the MARINA website and the address given below from **09:00 A.M. to 04:00 P.M., Monday to Friday**.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the address given below on **November 16, 2024 to December 09, 2024** in the amount, as specified below:

Approved Budget for the Contract	Cost of Bidding Documents (in Philippine Peso)
500,000 and below	500
More than 500,000 up to 1 Million	1,000
More than 1 Million up to 5 Million	5,000

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement Systems (PhilGEPS) and at www.marina.gov.ph, however, the Bidder shall pay the Bid Documents based on the table below. Proof of payment shall be presented prior to submission of Bids.

6. The **Maritime Industry Authority (MARINA)**, will hold a Pre-Bid Conference at the address given below on **November 25, 2024** and through video conferencing via zoom, which shall be open to prospective bidders and can be accessed using the following:

Join Zoom Meeting:

<https://us06web.zoom.us/j/85058626214?pwd=Jp0qjWjgskb27WSRWZBmTmllyYQgr2.1>

Meeting ID: 850 5862 6214

Passcode: MARINAbac

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address on or before **December 09, 2024, 11:00 A.M.** 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 **December 09, 2024, 1:30 P.M** at the given address below. Bids will be opened in the presence of the Bidders' limited to only one representative, who choose to attend at the address given below. Late bids shall not be accepted.

10. The Schedule of Bidding Activities shall be as follows:

ACTIVITIES	DATE/TIME	VENUE
1. Posting of Bid Documents	November 16, 2024 to November 23, 2024	PhilGEPS and MARINA Website and Premises
2. Sale and Issuance of Bid Documents	November 16, 2024 until December 09, 2024 9:00 A.M. to 4:00 P.M. (except on December 09, 2024 which will be until 10:00 A.M. only)	10th floor, MARINA Central Office, Port Area, Manila
3. Pre-bid Conference	November 25, 2024 2:00 P.M.	7 th Floor, MARINA Hearing Room, MARINA Central Office, Port Area, Manila and via zoom
4. Receipt of Requests for Interpretation from the Bidders	until November 27, 2024	via email : bacsec@marina.gov.ph
5. Issuance/Posting of Supplemental/Bid Bulletin, if any	until December 02, 2024	PhilGEPS and MARINA website
6. Deadline of Submission of Bids	December 09, 2024 11:00 A.M.	MARINA Central Office, Port Area, Manila
7. Opening of Bid Documents	December 09, 2024 1:30 P.M.	MARINA Central Office, Port Area, Manila

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

12. For further information, please refer to:

MARINA BAC Secretariat
10th floor MARINA Building, Bonifacio Drive corner 20th Street
Port Area (South), Manila, 1018
bacsec@marina.gov.ph
(02) 8523-2950

13. You may visit the following websites:
For downloading of Bidding Documents:

www.marina.gov.ph
<https://www.philgeps.gov.ph>

Sgd.
HERBERT V. NALUPA
Vice Chairperson, BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Maritime Industry Authority (MARINA)**, wishes to receive Bids for the **Procurement of Personal Protective Equipment (PPE) and Other Items for Inspection/Audit** with identification number Public Bidding No. 2024-09.

The Procurement Project (referred to herein as “Project”) is composed of **five (5) 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 **FY 2024** in the amount of **Three Million Two Hundred Forty-One Thousand and Fifty Pesos Only (Php 3,241,050.00)**.

2.2. The source of funding is the authorized appropriations under **CY 2024 General Appropriations Act (GAA)**.

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:

- a. **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **7th Floor, MARINA Hearing Room, MARINA Building, 20th Street corner Bonifacio Drive, Port Area, Manila** 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** 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.

- 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, 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 the **BDS**.
- 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 the **BDS**.

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 **120 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 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 Entity's 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 may be. In this case, the Bid Security as required by **ITB** Clause 14 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:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 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	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Contract for the supply of Personal Protective Equipment (PPE) including but not limited to Hard Hats, Safety Shoes, Work Wear (Inspection Jackets and Pants), Inspection Bag and Reflectorized Vest. b. Completed within the last five (5) years prior to the deadline for the submission and receipt of bids. 																												
7.1	Subcontracting is not allowed.																												
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.																												
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than two percent (2%) of ABC (please see table below) if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 15%;">ITEM</th> <th style="width: 35%;">CLASSIFICATION</th> <th style="width: 20%;">ABC</th> <th style="width: 30%;">Amount of Bid Security</th> </tr> </thead> <tbody> <tr> <td>Lot 1</td> <td>Hard Hat</td> <td style="text-align: right;">₱220,500.00</td> <td style="text-align: right;">₱4,410.00</td> </tr> <tr> <td>Lot 2</td> <td>Safety Shoes</td> <td style="text-align: right;">₱882,000.00</td> <td style="text-align: right;">₱17,640.00</td> </tr> <tr> <td>Lot 3</td> <td>Work Wear, Inspection Jackets and Pants</td> <td style="text-align: right;">₱1,455,000.00</td> <td style="text-align: right;">₱29,100.00</td> </tr> <tr> <td>Lot 4</td> <td>Inspection Bag</td> <td style="text-align: right;">₱661,500.00</td> <td style="text-align: right;">₱13,230.00</td> </tr> <tr> <td>Lot 5</td> <td>Reflectorized Vest</td> <td style="text-align: right;">₱22,050.00</td> <td style="text-align: right;">₱441.00</td> </tr> <tr> <td colspan="3" style="text-align: right;">TOTAL</td> <td style="text-align: right;">₱64,821.00</td> </tr> </tbody> </table>	ITEM	CLASSIFICATION	ABC	Amount of Bid Security	Lot 1	Hard Hat	₱220,500.00	₱4,410.00	Lot 2	Safety Shoes	₱882,000.00	₱17,640.00	Lot 3	Work Wear, Inspection Jackets and Pants	₱1,455,000.00	₱29,100.00	Lot 4	Inspection Bag	₱661,500.00	₱13,230.00	Lot 5	Reflectorized Vest	₱22,050.00	₱441.00	TOTAL			₱64,821.00
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2. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.

ITEM	CLASSIFICATION	ABC	Amount of Bid Security
Lot 1	Hard Hat	₱220,500.00	₱11,025.00
Lot 2	Safety Shoes	₱882,000.00	₱44,100.00
Lot 3	Work Wear, Inspection Jackets and Pants	₱1,455,000.00	₱72,750.00
Lot 4	Inspection Bag	₱661,500.00	₱33,075.00
Lot 5	Reflectorized Vest	₱22,050.00	₱1,102.50
TOTAL			₱162,052.50

Each Bidder shall submit hard copy of the bid requirements in one (1) big envelope, in this template:

TO:	THE BIDS AND AWARDS COMMITTEE MARITIME INDUSTRY AUTHORITY - CENTRAL OFFICE
FROM:	_____ (Name of Bidder in Capital Letters)
ADDRESS:	_____ (Address of Bidder in Capital Letters)
PROJECT:	_____ BID REF: _____ (In Capital Letters, Indicate the Phrase)
DO NOT OPEN BEFORE _____ (Date and Time for the opening of bids)	

Filling-out instructions:

- a. Be addressed to the Procuring Entity's BAC;
- b. Bear the name and address of the Bidder in CAPITAL LETTERS;
- c. Bear the Name and Bid Ref. No. of the Project; and

	<p>d. Contain the name of the project to be bid in CAPITAL LETTERS Bear the warning “DO NOT OPEN BEFORE (Date and time of the opening of bids)</p> <p>Inside the one (1) big sealed envelope shall contain two (2) sets of sealed envelopes:</p> <ol style="list-style-type: none"> 1. One of the envelopes must contain one original and two copies of eligibility and technical documents duly marked as “original”, “copy 1” and “copy 2”. 2. The other envelope must contain one original and two copies of the Financial Bid Form duly marked as “original”, “copy 1”, and “copy 2”. 																												
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20.2	<p>The prospective bidder shall submit the following documents:</p> <ol style="list-style-type: none"> a. Updated PhilGEPS Registration; b. Valid Business/ Mayor’s Permit; c. Omnibus Sworn Statement; d. Latest Income Tax Return (ITR); e. Copy of Certificate of Completion or Certificate of Acceptance of the Single Largest Completed Contract (SLCC) and completed contracts. 																												
21.2	None																												

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 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

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 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.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
	<p>Delivery and Documents –</p> <p>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:</p> <p>The delivery terms applicable to this Contract are delivered to MARINA Central Office, MARINA Building, 20th Street corner Bonifacio Drive, Port Area, Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Engr. Carl Kenneth C. Caluza</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each 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 e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [contract duration period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [contract duration period] months of placing the order.

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.

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p>
	<p>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.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic 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.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
4	<p>The delivered Personal Protective Equipment (PPE) shall be subjected to visual, and functional inspection and testing, acceptance and parameters such as, but not limited to:</p> <ul style="list-style-type: none"> ● Quantity per item and accessories, if applicable; ● Compliance to specification (offered vs delivered); ● Functionality and order of arrangements/ specifications; ● Quality/ neatness/ orderliness of form or finishing.

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.

Lot Number	Description	Quantity	ABC	Delivered, Weeks/Months
1	Hard Hat	147	₱220,500.00	Sample of PPE shall be presented for approval within ten (10) calendar days from receipt of Notice to Proceed and Purchase Order. The delivery shall be within forty-five (45) calendar days from approval of the sample but not later than sixty (60) calendar days from the receipt of Notice to Proceed and Purchase Order.
2	Safety Shoes	147	₱882,000.00	
3	Work Wear, Inspection Jacket and Pants	291	₱1,455,000.00	
4	Inspection Bag	147	₱661,500.00	
5	Reflectorized Vest	147	₱22,050.00	

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	<p>Hard Hat</p> <ul style="list-style-type: none"> - Design/ Customization: To be printed with MARINA logo in front Preferably the same as shown in Annex 1 of the Terms of Reference (TOR) - Color: White - ANSI Z89.1-2014, TYPE I Class C - EN397 Certified - Light, comfortable and compact with a short peak. - Designed to be specially used for working at heights. - ABS shell, textile 6-point harness attached to shell comfort textile. - Helmet Size: (L)X(W)X(H) 28x21x16cm / 11.02”x8.27”x6.30”(appr.) - Used in conditions -20°C/+50°C, on low voltage installations 2200V. - Adjustable head circumference through rapid-dial ratchet adjustment - Detachable lateral chin strap with adjustment - Soft silicone chin rest - Can be mounted with earmuff - 6pt. Suspension soft sweatband for impact penetration and easy to absorb sweat - Sliding vent - With white transparent detachable sun visor - ABS anti-smash - Lining shock absorption <p>Can be attached with light (strap or mount)</p>	<p><i>[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></p>
2	<p>Safety Shoes</p>	

	<ul style="list-style-type: none"> - Design/ Customization: As shown in Annex 2 of the Terms of Reference (TOR) - Color: Black - Size: Available for Men and Women - Steel toe for protection against impact or compression (ASTM F2413-18) - Ease footbed - Rubber outsole for traction - Soft, breathable nylon mesh lining - With pro-biotic odor control in lining - EVA midsole - Electrical Hazard (EH) for protection against open circuits up to 600 volts in dry conditions (ASTM F2413-18) - Slip Resistant (SR) soles - PU Coated Leather Strobel construction 	
3.	Work Wear, Inspection Jacket and Pants	
	Inspection Jacket	
	<ul style="list-style-type: none"> - Design/ Customization: As shown in Annex 3A of the Terms of Reference (TOR) - Color: Gray - Indicative Sizes: Available for Men and Women - Extra Small, Small, Medium, Large, Extra Large, Plus Size (2XL, 3XL, 4XL) - Jacket Elasticated cuffs. Elasticated waist on both sides. - Material: Twill 65%, Polyester 35%, Cotton 245 g/m² - Collar style: Low blas collar - Fastening: Zipper fastening - Lower sleeve: Elastic - Wrist type: By elasticated wrist - Number of exterior pocket/s: 6 	

	<ul style="list-style-type: none"> ● 1 zipped pocket ● 1 flap pocket ● 2 pockets with flap gusset ● 2 pockets <ul style="list-style-type: none"> - Number of inside pocket/s: 1 <ul style="list-style-type: none"> ● 1 patch pocket - Badge holder: Yes - Protects from Risks of Wearing - EN ISO 13688 Certified <p style="text-align: center;"><i>Front</i></p> <ul style="list-style-type: none"> - MARINA Logo: embroidered at the left chest - DOTr Logo: embroidered at the left arm - Piping/lining: red, 1/8 inch - Retro-reflective tape: silver, left and right armbands, above elbow, double-stitched, 1 inch <p style="text-align: center;"><i>Back</i></p> <ul style="list-style-type: none"> - Back band, 1.25 inch, double stitched, with “MARITIME INDUSTRY AUTHORITY” embroidered in dark blue in the back band, 3/4 inch high - Piping/lining: red, 1/8 inch 	
	Inspection Pants	
	<ul style="list-style-type: none"> - Design/ Customization: As shown in Annex 3B of the Terms of Reference (TOR) - Color: Dark Gray - Indicative Sizes: Available for Men and Women - Extra Small, Small, Medium, Large, Extra Large, Plus Size (2XL, 3XL, 4XL) - Trousers: Regular cut. Elasticated waist on both sides. Preformed knees. - Cut: Regular - Material: Twill 65%, Polyester 35%, Cotton 245 g/m² - Seams: Triple Seam - Waist: Elasticated sides - Number of pocket/s: 9 <ul style="list-style-type: none"> ● 1 flap pocket 	

	<ul style="list-style-type: none"> ● 1 gusseted pocket ● 1 pocket with flap gusset ● 1 measuring tape pocket ● 3 pockets ● 2 kneepad pockets <ul style="list-style-type: none"> - Badge holder: Yes - Protects from Risks of Wearing - EN ISO 13688:2013 General requirements for protective clothing certified - EN 14404:2004+A1:2010 Knee protection for kneeling work certified 	
4.	Inspection Bag	
	<ul style="list-style-type: none"> - Design/ Customization: As shown in Annex 4 of the Terms of Reference (TOR) <p style="text-align: center;">Key Features</p> <ul style="list-style-type: none"> - Backpack - Color: Black - Designed with 23L (1,404 cu in) large capacity and multiple compartments for flexible packing - Modular main compartment, three-way divider in the front compartment, and multipurpose top compartment and outer compartment available - Internal fiberglass stay for enhanced stability - sleeve for sliding over the luggage handle - Easy Release Shoulder Straps - Multiple handles for versatile carrying - High quality Zippers and buckles - Fits most 11” tablets in a padded sleeve - Fits most 16” laptops in a padded sleeve - <p style="text-align: center;">Specification</p>	

	<ul style="list-style-type: none"> - Volume: 23 liters <p style="text-align: center;">Materials</p> <ul style="list-style-type: none"> - Nylon Fabric with dirt and water-resistant coating - Polyester lining with at least a tensile strength of 5kg (11 lbs) 	
5.	Reflectorized Vest	
	<ul style="list-style-type: none"> - Design/ Customization: As shown in Annex 5 of the Terms of Reference (TOR) - Color: Green - To be printed with MARINA logo in upper left chest - Material: 100% polyester fiber high visibility reflective material, durable, breathable, lightweight, and machine washable adopt 120g low elastic yarn cloth. - High visibility and 360° reflectivity: The 2 inch (approximately 5.2 cm) wide, durable, and waterproof reflective strip covers the waist, chest, shoulders and back, which can provide 360° when working in daylight or under low-light conditions, protection. - Multifunctional multi-pocket design <ul style="list-style-type: none"> ● Upper-right chest pencil case ● Two (2) three-dimensional pocket (lower left and right) ● Mid-left chest transparent PVC horizontal ID pouch - Smooth resin zipper - Edge detail adopt black edging and clear routing 	

***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**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- **(d)** Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- **(f)** Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

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

- (k) *[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.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX: Bidding Forms

COMPANY LETTERHEAD

Statement of ongoing government and private contracts

PROCUREMENT OF PERSONAL PROTECTIVE EQUIPMENT (PPE) AND OTHER ITEMS FOR INSPECTION/AUDIT

Statement of all its ongoing government and or private contracts within the last five (5) years, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the Contract to be bid.

Name ofnt	Name of Contract	Date and status of contract	Kinds of Service	Amount of contract	Value of outstanding contracts	Date of Delivery	Purchase order Number/s or Date of Contract/s
Total value of outstanding contract:							

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

Statement of Single Largest Completed Contract (SLCC)

**PROCUREMENT OF PERSONAL PROTECTIVE EQUIPMENT (PPE) AND
OTHER ITEMS FOR INSPECTION/AUDIT**

Statement of Single (1) Largest Completed Contract of Similar nature within the last five (5) years from the date of submission and receipt of bids amounting to at least fifty percent (50%) of the Approved Budget of the Contract (ABC)

Name of client	Name of Contract	Date of contract	Kinds of Service	Value of contract	Date of completion	Contract Memorandum of Agreement; and Certificate of End-user’s Acceptance (EUA) or Official Receipt (OR)/ Collection Receipt covering the full amount of contract (copies attached)

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

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

c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]*

[Insert signatory’s legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another**

blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

6. *[Select one, delete the rest:]*

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

COMPANY LETTERHEAD

PROCUREMENT OF PERSONAL PROTECTIVE EQUIPMENT (PPE) AND OTHER ITEMS FOR INSPECTION/AUDIT

Certificate of Net Financial Contracting Capacity

(Please show figures at how you arrived at the NFCC)

This _____ is _____ to certify that _____ our Net Financial Contracting Capacity (NFCC) is _____ (P _____) which is at least equal to the ABC to be bid. The amount is computed as follows: (Please show computation of NFCC)

$$NFCC = [(CA-CL) (15)] - C$$

Where:

- CA = Current Assets
- CL = Current Liabilities
- C = Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NOTE:

The values of the bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR (Sec. 23.4.1.4.), Revised IRR of RA 9184.

Issued this _____ day of _____, 20_____

Name & Signature of Authorized Representative

Position

Date

PROCUREMENT OF PERSONAL PROTECTIVE EQUIPMENT (PPE) AND
OTHER ITEMS FOR INSPECTION/AUDIT

Joint Venture Agreement*

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT**

VENTURE, executed by:

.....a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at

....., represented herein by its

,

....., hereinafter referred to as“... ”;

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at

,

....., represented herein by its

,

....., hereinafter referred to as“... ”;

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at

,

....., represented herein by its

,

....., hereinafter referred to as “... ”;

(hereinafter referred to collectively as “Parties”)

For submission to the **Bids and Awards Committee** of the **MARITIME INDUSTRY AUTHORITY**, 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 **MARITIME INDUSTRY AUTHORITY**, 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 MARINA 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 maybe).

*if applicable

That furthermore, the parties agree to be 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 of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by MARINA under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of MARINA.

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.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent evidence of Identity (as defined by 2004 Rules on Notarial Practice issued _____ at _____, Philippines.

NOTARY PUBLIC

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of _____

Bid Form for the Procurement of Services

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount or Commission or gratuity	Purpose of
---------------------------	----------------------------------	------------

(if none, state "None") /

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Company Letterhead

Financial Bid Form

Description	Quantity	ABC	TOTAL BID PRICE (inclusive of VAT)
PROCUREMENT OF PERSONAL PROTECTIVE EQUIPMENT (PPE) AND OTHER ITEMS FOR INSPECTION/AUDIT		₱3,241,050.00	
Total Bid Price Inclusive of VAT in Words			

[signature over printed name]

[in the capacity of]

The financial bid form shall be supported

