

Bureau of Fisheries and Aquatic Resources REGIONAL FISHERIES OFFICE - MIMAROPA

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF VARIOUS GOODS TO STRENGTHENING THE MONITORING, CONTROL, AND SURVEILLANCE (MCS) OPERATION IN THE MUNICIPALITY OF LUBANG AND LOOC, OCCIDENTAL MINDORO AND FOR THE OPERATIONALIZATION OF FCU UNDER THE FISHCORE PROJECT

LOT 5: DRUGS AND MEDICINE

Bid Reference Number	2023-024
Approved Budget for the Contract	Php 22,950.00
End-User & Procuring Unit	RENE B. PARREÑO
	FCU, Alternate Focal (FISHCORE)
Pre-Bid Conference Schedule	December 14, 2023; 10:00 am
Bid Submission & Opening	December 26, 2023; 10:00 am



Table of Contents

	rry of Acronyms, Terms, and Abbreviations	
	n II. Instructions to Bidders	
1.	Scope of Bid	
2.	Funding Information	
3.	Bidding Requirements	
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	
5.	Eligible Bidders	188
6.	Origin of Goods	199
7.	Subcontracts	199
8.	Pre-Bid Conference	19
9.	Clarification and Amendment of Bidding Documents	199
10.	Documents comprising the Bid: Eligibility and Technical Components	19
11.	Documents comprising the Bid: Financial Component	20
12.	Bid Prices	20
13.	Bid and Payment Currencies	21
14.	Bid Security	21
15.	Sealing and Marking of Bids	20
16.	Deadline for Submission of Bids	<u>22</u>
17.	Opening and Preliminary Examination of Bids	22
18.	Domestic Preference	<u>22</u>
19.	Detailed Evaluation and Comparison of Bids	22
20.	Post-Qualification	23
21.	Signing of the Contract	23
Section	n III. Bid Data Sheet	24
Section	n IV. General Conditions of Contract	
1.	Scope of Contract	277
2.	Advance Payment and Terms of Payment	27
3.	Performance Security	27
4.	Inspection and Tests	27
5.	Warranty	
6.	Liability of the Supplier	288
Section	n V. Special Conditions of Contract	299
Section	n VI. Schedule of Requirements	<u>33</u>
Section	n VII. Technical Specifications	35
Section	n VIII. Checklist of Technical and Financial Documents	<u>38</u>



Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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]).

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.



SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations



Section I. Invitation to Bid



BUREAU OF FISHERIES AND AQUATIC RESOURCES REGIONAL FISHERIES OFFICE - MIMAROPA

INVITATION TO BID

Bid Reference No.: 2023-024

PROCUREMENT OF VARIOUS GOODS TO STRENGTHENING THE MONITORING, CONTROL, AND SURVEILLANCE (MCS)
OPERATION IN THE MUNICIPALITY OF LUBANG AND LOOC, OCCIDENTAL MINDORO AND FOR THE
OPERATIONALIZATION OF FCU UNDER THE FISHCORE PROJECT

1. The Bureau of Fisheries and Aquatic Resources (BFAR) Regional Fisheries Office - MIMAROPA, Department of Agriculture intends to apply the sum of TWO MILLION FOUR HUNDRED NINETY THOUSAND ONE HUNDRED TWENTY-NINE AND 20/100 (Php 2,490,129.20) PESOS being the ABC to payments under the contract for Bid Reference No.: 2023-024 entitled "PROCUREMENT OF VARIOUS GOODS TO STRENGTHENING THE MONITORING, CONTROL, AND SURVEILLANCE (MCS) OPERATION IN THE MUNICIPALITY OF LUBANG AND LOOC, OCCIDENTAL MINDORO AND FOR THE OPERATIONALIZATION OF FCU UNDER THE FISHCORE PROJECT". The said procurement project composed of SIX (6) LOTS is particularly described as follows:

PROCUREMENT DETAILS	LOT NO.	ITEM/DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT	PRICE OF BID DOCUMENTS
PR # 2023-11- 0411	1	ICT EQUIPMENT	Php 1,226,992.00	Php 2,000.00
		Item 1: Two (2) set, Digital Single Lens Reflex		
END USER:		Camera		
RENE B.		24.1MP APS-C CMOS Sensor		
PARREÑO, FCU,		Dual Pixel CMOS AF		
Alternate Focal		DIGIC 8		
of FISHCORE		3,975 selectable focus positions		
Project		Battery: LP-E17		
		Charger: LC- E17		
		Delivery Site: One (1) set – Looc, Occidental		
		Mindoro		
		One (1) set – BFAR MIMAROPA Regional Office		
		Item 2: Three (3) unit, Printer		
		A3 refill ink tank multifunction center with		
		wireless & ethernet connectivity		
		Automatic 2-sided color print,		
		ADF/Scan/Copy/Fax		
		Up to 22/20 ipm (mono/color)		
		High quality print		
		Delivery Site: One (1) unit – Looc, Occidental		
		Mindoro		
		Two (2) unit – BFAR MIMAROPA Regional Office		
		Item 3: One (1) set, Internet Connection		
		Hardware		
		Antenna Specification:		
		Antenna- Electronic Phased Array		
		Orientation- Motorized Self Orienting		
		Environmental rating- IP54		
		Operating Temperature30°C to 50°C (-22°F to 122°F)		
		Field of view- 100°		
		Average power Usage- 50-75W		
		Wifi Router Specification:		
		Wifi Technology- IEE 802.11a/b/g/n/ac		
		standards		
		Chipset- Wi-Fi 5		
		Radio- Dual Band- 3x3 MIMO		
		Security- WPA2		
		Environmental Rating- IP54, configured for		
		indoor use		



Range- BYREAUSH TISHESUES AND AQUATIC RESOURCES OPERATING TREMPORATURES HERVES OF SHEET MAROPA

122°F)

Delivery Site: One (1) set – Looc, Occidental

Mindoro

Item 4: Six (6) unit, Mid-Level Laptop

Processor: Latest Generation Processor (up to 4.3 GHz max boost clock ,16MB L3 cache, 6

cores, 12 threads)

Storage: 512 GB Pcle NVMe M.2 SSD

Memory: 8GB RAM (2x4 GB) Battery: 3 -cell, 41 Wh Li-ion

Display: (15.6") diagonal, FHD (1920x 1080), micro-edge, anti-glare, 250 nits, 45% NTSC

Graphics: Integrated Graphics

Weight: 3.75lbs Network: 802.11a/b/g/n/ac (2x2) Wifi and Bluetooth 5 combo, MU-MIMO

supported

Ports: 1 Super speed USB Type-C 5Gbps signaling rate; 2 Super speed USB type-A 5Gbps signaling rate; 1 headphone/microphone combo; 1 AC smart pin; 1 HDMI 1.4b,

Audio: Dual Speaker

Operating System: Windows 11 Licensed Microsoft Office Home and Student (latest

version)

Warranty: 1 year

Accessories: Laptop Bag and Wireless mouse Delivery Site: One (1) unit – Looc, Occidental

Mindoro

Five (5) unit - BFAR MIMAROPA Regional Office

Item 5: Two (2) unit, Television

Screen Size: 50" inches Display technology: LED

Display Type: 4K

Display Reso.: 3840x2160 pixels TV

Refresh Rate: 60Hz HDR: HDR10 Aspect Ratio: 16:9 OS: Google TV

HDMI:3, LAN, Smart TV, Bluetooth, Headphone

Output, WiFi, USB

Delivery Site: One (1) unit - Looc, Occidental

Mindoro

One (1) unit – BFAR MIMAROPA Regional Office

Item 6: Five (5) set, Mid-Level Desktop

Computer

Processor: latest generation processor 3.4 Ghz-

4.5 Ghz

Memory: 2x U-DIMM slot, 8GB RAM Graphics: built-in UHD graphics

Storage: 512GB M.2 NVMe PCle 3.0 SSD+ 1TB

HDD

Network: Wi-Fi 6 (802.11ax) (Dual band) 2*2+

Bluetooth 5.2, Gigabit Ethernet

Monitor: 21"-24.0" IPS Max. Resolution

1920x1080 VGA+ HDMI Keyboard and Optical Mouse

UPS 650 VA

Operating system: Windows 11 Licensed Microsoft Office Home and Student (Latest

Version)



1 Year WHIFEAH, OF FISHERIES AND AQUATIC RESOURCES
Delivery Site Folio 14 FISHERIES, OFFICE MIMAROPA

Mindoro

Four (4) set - BFAR MIMAROPA Regional Office

Item 7: One (1) set, Aerial Drone Flight time: not less than 43 mins

Max speed: 75.6km/h Max range: 28000m Image reso.: 20 MP

ISO Range photo: 100-6400

Sensor: CMOS

Aperture: f/2.8 to f/11 ISO Range video: 1000-6400

Video reso: 4k

Battery Capacity: 5000mAh Type of Battery: li-Po4S

Glonass; GPS

Remote Control and Battery included Delivery Site: One (1) set – Looc, Occidental

Mindoro

Item 8: Three (3) unit, Projector System: 3LCD, 3-chip technology Resolution: 1920 x 1080(Full HD) Color Brightness: 4,000 lumens White Brightness: 4,000 lumens

Delivery Site: One (1) unit, BFAR MIMAROPA

Regional Office

Two (2) unit, Looc, Occidental Mindoro

Item 9: One (1) unit, Global Positioning System

Portable

Rugged handheld GPS with enhanced

capabilities

Worldwide base map

2.2" monochrome display, easy to read in any

light

GPS and GLONASS satellites for faster

positioning

Paperless geocaching

Delivery Site: One (1) unit – Looc, Occidental

Mindoro

Item 10: One (1) set, GPS Plotter

Item Type: Marine GPS

Display: Xf-520, Color TFT LCD

Display Size: 5 Inches

Display Resolution: 480 x 272 Pixels (WQVGA)

Display Brightness: 400cd / m2 Languages: English; Chinese;

Display Mode: Standard Chart View, Simple Chart View, Ais Data, Gnss Data, 3D Navigation,

Compass

Memory Capacity: 10,000 Waypoints, 200

Routes, 10,000 Signs, 800 Tracks

Interface: 0183 Outputs 2 Ports, Ais Inputs 1 Port (independent of each other, baud rate can

be set independently)

Figure: C-map (maximum) & Xinuo Map

Power: DC 10V-36V Waterproof: IPX6

GNSS:



		S F A R		
		GNSS RÆURÆAU 32 (EISHERÆS AND ÁQUATIC RESOU WAAS/EGNÆGMNAL FISHERÆS OFFICE - MIMAROI	JRCES PA	
		Receiving Frequency: L1 (1575.42MHz) B1		
		(1561.098MHz)		
		Positioning Accuracy: GPS & BDS Approx. 2.5m		
		Global Positioning System (GPS): Approx. 3 Meters		
		BDS: Approx. 5 Meters		
		Speed accuracy: 0.1 m / s (50% @10m / s)		
		Tracking Speed: 999 Knots		
		Coordinate System: Wgs -84		
		Delivery Site: One (1) set – Looc, Occidental Mindoro		
		Itam 11. Three (2) get Dublic Address System		
		Item 11: Three (3) set, Public Address System SIZE:12 INCHES woofer		
		watts:250RMS		
		BLUETOOTH USD SD PLAYBACK FM radio		
		LCD DISPLAY		
		12v DC/in out 5BAND EQUALIZER		
		REMOTE CONTROL		
		2 wireless Microphone		
		mic input		
		Delivery Site: Two (2) set – Looc, Occidental Mindoro		
		One (1) set – BFAR MIMAROPA Regional Office		
		Item 12: Two (2) unit, Binocular		
		10x HD Anti shake magnification		
		Wide angle field of view		
		day and low night vision		
		Fmc coating Lens and Bak 4 Prism lens Compass lightning		
		IPX7 nitrogen waterproof		
		Delivery Site: Two (2) unit, Looc, Occidental		
		Mindoro		
	2	FIELD UNIFORMS	Php 794,500.00	Php 1,000.00
		Item 1: Thirty-nine (39) set, Tactical Uniforms		
		Inclusions: 1. Bull Cap w/BFAR Logo; 2. Short & Long		
		Sleeve Shirt w/ Enforcement Logo and NALECC		
i		Patches; 3. Long & short Pants; 4. Belt; and 5.		
		Shoes		
		Shoes Specifications: TACTICAL COMBAT SHIRT- body		
		Shoes Specifications: TACTICAL COMBAT SHIRT- body shirt navy blue color, spundy dry fit cloth with		
		Shoes Specifications: TACTICAL COMBAT SHIRT- body shirt navy blue color, spundy dry fit cloth with khaki sleeve color, Dockers Twill Cloth with		
		Shoes Specifications: TACTICAL COMBAT SHIRT- body shirt navy blue color, spundy dry fit cloth with khaki sleeve color, Dockers Twill Cloth with complete lower logo patches. PANTS-TACTICAL URBAN STYLE, color KHAKI,		
		Shoes Specifications: TACTICAL COMBAT SHIRT- body shirt navy blue color, spundy dry fit cloth with khaki sleeve color, Dockers Twill Cloth with complete lower logo patches.		
		Shoes Specifications: TACTICAL COMBAT SHIRT- body shirt navy blue color, spundy dry fit cloth with khaki sleeve color, Dockers Twill Cloth with complete lower logo patches. PANTS-TACTICAL URBAN STYLE, color KHAKI,		
		Shoes Specifications: TACTICAL COMBAT SHIRT- body shirt navy blue color, spundy dry fit cloth with khaki sleeve color, Dockers Twill Cloth with complete lower logo patches. PANTS-TACTICAL URBAN STYLE, color KHAKI, Dockers Twill Cloth Item 2: Eighty-five (85) pcs, Reversible Jacket Fabric material: Oleg Cassini fabric (Premium)		
		Shoes Specifications: TACTICAL COMBAT SHIRT- body shirt navy blue color, spundy dry fit cloth with khaki sleeve color, Dockers Twill Cloth with complete lower logo patches. PANTS-TACTICAL URBAN STYLE, color KHAKI, Dockers Twill Cloth Item 2: Eighty-five (85) pcs, Reversible Jacket Fabric material: Oleg Cassini fabric (Premium) Color: Black and Khaki		
		Shoes Specifications: TACTICAL COMBAT SHIRT- body shirt navy blue color, spundy dry fit cloth with khaki sleeve color, Dockers Twill Cloth with complete lower logo patches. PANTS-TACTICAL URBAN STYLE, color KHAKI, Dockers Twill Cloth Item 2: Eighty-five (85) pcs, Reversible Jacket Fabric material: Oleg Cassini fabric (Premium) Color: Black and Khaki Popular elements: 2 side Pocket, embroidered		
		Shoes Specifications: TACTICAL COMBAT SHIRT- body shirt navy blue color, spundy dry fit cloth with khaki sleeve color, Dockers Twill Cloth with complete lower logo patches. PANTS-TACTICAL URBAN STYLE, color KHAKI, Dockers Twill Cloth Item 2: Eighty-five (85) pcs, Reversible Jacket Fabric material: Oleg Cassini fabric (Premium) Color: Black and Khaki		
		Shoes Specifications: TACTICAL COMBAT SHIRT- body shirt navy blue color, spundy dry fit cloth with khaki sleeve color, Dockers Twill Cloth with complete lower logo patches. PANTS-TACTICAL URBAN STYLE, color KHAKI, Dockers Twill Cloth Item 2: Eighty-five (85) pcs, Reversible Jacket Fabric material: Oleg Cassini fabric (Premium) Color: Black and Khaki Popular elements: 2 side Pocket, embroidered logo Style: Corporate		
		Shoes Specifications: TACTICAL COMBAT SHIRT- body shirt navy blue color, spundy dry fit cloth with khaki sleeve color, Dockers Twill Cloth with complete lower logo patches. PANTS-TACTICAL URBAN STYLE, color KHAKI, Dockers Twill Cloth Item 2: Eighty-five (85) pcs, Reversible Jacket Fabric material: Oleg Cassini fabric (Premium) Color: Black and Khaki Popular elements: 2 side Pocket, embroidered logo Style: Corporate Item 3: Fifty (50) set, Athletic Uniform		
		Shoes Specifications: TACTICAL COMBAT SHIRT- body shirt navy blue color, spundy dry fit cloth with khaki sleeve color, Dockers Twill Cloth with complete lower logo patches. PANTS-TACTICAL URBAN STYLE, color KHAKI, Dockers Twill Cloth Item 2: Eighty-five (85) pcs, Reversible Jacket Fabric material: Oleg Cassini fabric (Premium) Color: Black and Khaki Popular elements: 2 side Pocket, embroidered logo Style: Corporate Item 3: Fifty (50) set, Athletic Uniform Specification:		
		Shoes Specifications: TACTICAL COMBAT SHIRT- body shirt navy blue color, spundy dry fit cloth with khaki sleeve color, Dockers Twill Cloth with complete lower logo patches. PANTS-TACTICAL URBAN STYLE, color KHAKI, Dockers Twill Cloth Item 2: Eighty-five (85) pcs, Reversible Jacket Fabric material: Oleg Cassini fabric (Premium) Color: Black and Khaki Popular elements: 2 side Pocket, embroidered logo Style: Corporate Item 3: Fifty (50) set, Athletic Uniform		



	Smocke BUREAU OF FISHERIES AND AQUATIC RESOU REGIONAL FISHERIES OFFICE - MIMAROI	JRCES PA	
	Delivery Site: BFAR MIMAROPA Regional Office (All Items)		
3	SURVIVAL EQUIPMENT	Php 152,200.00	Php 500.00
	Item 1: Twenty (20) pcs, Life Vest HEAVY DUTY FABRIC made of nylon, using a special reinforcing technique that makes them resistant to tearing and ripping. With durable straps & legs strap Big and durable push locks/SIDE RELEASE With a very good reflector for high visibility and with attached whistle		
	Item 2: Two (2) unit, Search Light Item Type: Portable Spotlight Voltagem: 20W power form: recharge methods of generating electricity: built-in lithium battery, hand pressure battery capacity: 3000 maximum range of fire: 200-500 meters Searchlight material: ABS+ aluminum USB charging + solar energy: high-power Light source form: Light bulb +led		
	Item 3: Two (2) unit, Flare Gun 12 GA - 4 flares; 2.24 ounces; 10 x 10 x 10 inches USCG approved 500 ft max altitude range; 16,000 candela brightness		
	Item 4: One (1) unit, Navigational Light 12 V; PC+LED red + green signal light		
	Item 5: Two (2) unit, Life Buoy Material: LDPE or HDPE Weight: 1.5 kg. Size: 67cm x 25cm x 12 cm		
	Item 6: Two (2) unit, Life Ring Materials: HDPE and Polyurethane Foam Strong visible color; high quality & durability Outer diameter= 72 cm (tolerance of 2 mm) Inner diameter = 44 cm (tolerance of 2 mm) Thickness = 10.5 cm (tolerance of 2 mm) Buoyancy: ~14.5 kgs.; Weight: 3.4 kgs.		
	Item 7: One (1) unit, Blinker Light control + switch; Solar panel: monocrystalline silicon 0.3w 4V 90 mA Battery: 14500 mAh NiMH battery 300 - 700 Lux 55/minute flashing frequency		
	Item 8: Three (3) pcs, Marine Boat Fender Premium heavy-duty PVC, environmental and non-toxic UV protection, corrosion resistance, wear resistance, no fade		



	SFAR		
	Reinfor BUREAU HOFESI SHERIES AND AQUATIC RESOL horizontall REGIONAL FISHERIES OFFICE - MIMAROL	JRCES PA	
	Excellent anti-collision performance	1	
	Widely application: yatch, inflatable boat,		
	speedboat, etc. Size: 11 x 40 cm/4.3 x 15.7 inches (L x W)		
	Item 9: Two (2) pcs, Fire Extinguisher Dry Chemical		
	10 lbs.		
	Item 10: Two (2) pcs, Bolo		
	19 inches long with sheath		
	Delivery Site: Looc, Occidental Mindoro (All items)		
4	FIRST AID KIT	Php 63,350.00	Php 500.00
	Item 1: Two (2) bag, First Aid Kit Bag		
	Capacity: 26L		
	Color: orange Material: 600D oxford cloth		
	Item size: 450X300 X190 mm. / 17.7 X 11.8 X7.5		
	inches		
	Item 2: Two (2) unit, Blood Glucose & Uric Acid		
	Meter Glucometer Kit Blood Sugar Monitoring		
	System with Test Strips and Lancet		
	Item 3: Two (2) unit, Digital Blood Pressure monitor		
	Intellisense Technology ensures accurate and		
	comfortable measurement Irregular Heartbeat Detection		
	Intelli Wrap Cuff Snaps on your arms easily,		
	allowing accurate readings		
	Fits arm size 22-42 cm Body Movement Detection		
	Bluetooth technology for iOS and Android		
	devices		
	Item 4: Two (2) unit, Handheld Pulse Oximeter		
	Blood Oxygen SPO2 Heart Rate Monitor For people: Adult Children Newborns		
	Screen resolution: 2.4-inch color LCD display		
	screen Sp02 Measurement range: 70~99%		
	Sp02 Resolution: ±1%		
	Sp02 Accuracy: ±2% (70%~99%), unspecified		
	(<70%) Pulse rate Measurement range: 30~240 bpm		
	Pulse rate Resolution: ±1%		
	Pulse rate Accuracy: ±2bpm or ±2% (select larger)		
	Low Perfusion ≤0.4%		
	Power: 3 AAA batteries required (not included) Supply voltage: 4.5~5V		
	Warranty time: 1 year		
	Itom E. Turo (2) non Digital Infrared For		
	Item 5: Two (2) pcs, Digital Infrared Ear Thermometer		
	Measurement Temperature Range: 32.0 C ~		
	42.9 C Displays "L" when temperature under 32.0C		
	1 77 77 7		



Display PUREAH OF TELSHERIES AND AQUATIG RESOURCES	
Operating Temperatures OFFIGE MIMAROPA Humidity: 80% RH	
Long term storage range: 10.0 C ~ 55.0 C	
Accuracy +/- 0.2 C / +/4 F · 10	
Temperature memories automatically stored for	
easy recall	
Item 6: Four (4) roll, Splint Roll	
Size: 11x92CM	
Item 7: Two (2) pcs, Surgical Scissor Size: 11x92CM	
Item 8: Two (2) bottle, Antiseptic (Providone - Iodine) 500ml	
Item 9: Fifty (50) pcs, Safety pin	
Item 10: Ten (10) pcs, Sterile Latex Surgical Gloves	
Large	
Powder Free	
Item 11: Two (2) pack, Cotton Swab	
Stick material: High quality plastic	
Head Material:100% pure cotton	
Cotton head diameter:4mm Plastic Stick diameter and length: 2.2X150mm	
Item 12: Four (4) roll, Paper Surgical Tape Breathable	
Item 13: One Hundred (100) pcs, Adhesive	
Bandage	
Size:6*7cm Material: sheet tape, absorbent pad, and release	
paper	
Color: white	
T. 44 F. (4) II Fl. (1 P. 1	
Item 14: Four (4) roll, Elastic Bandage 6x5 Yards x 1 roll	
OAS TUIUS A LI UII	
Item 15: Four (4) pack, Gauze Pads	
Absorbent Gauze Sponge 4x4 NON-STERILE 40's x 40's 28 x 24 mesh	
40 \$ X 40 \$ 28 X 24 mesn 4"x4" - 8PLY	
Delivery Site: BFAR MIMAROPA Regional Office (All items)	
5 DRUGS AND MEDICINE Php 22,950.00	Php 500.00
Item 1: One (1) box, Analgesic	
Paracetamol	
500 mg	
Item 2: One (1) box, Antimotility	
2 mg	
How 2: One (1) how Arterial	
Item 3: One (1) box, Antacid 2 mg	
Item 4: One (1) box, Antihistamine	



Г	10 mg BUREAU OF FISHERIES AND AQUATIC RESOU	IRCES	
	REGIONAL FISHERIES OFFICE - MIMAROI	PA	
	Item 5: Five (5) box, Multi Vitamins Retinol Palmitate (Vitamin A) 5000 IU, dl-Alpha Tocopheryl Acetate (Vitamin E) 100 IU, Ascorbic Acid (Vitamin C) 500 mg, Zinc (as Sulfate)		
	Item 6: Three (3) pcs, Analgesic Balm Oil 20ml Delivery Site: BFAR MIMAROPA Regional Office (All items)		
6	HOME APPLIANCES, FURNITURE AND	Php 230,137.20	Php 500.00
	FIXTURE		
	Item 1: One (1) unit, Rice Cooker 2.2L with rice ladle and measuring cap Delivery Site: One (1) unit, Looc, Occidental Mindoro		
	Item 2: Two (2) unit, Refrigerator Volume Capacity: 9.5 cu ft (271 L)		
	Prime Cooling+ AI ECONAVI + INVERTER Jumbo Freezer		
	Ag Clean H: 1,565mm, W: 545mm, D: 620mm, Weight: 43kg.		
	Delivery Site: One (1) unit, Looc, Occidental Mindoro		
	One (1) unit, BFAR MIMAROP Regional Office		
	Item 3: Two (2) unit, Water Dispenser Rated voltage: 220V Product Style: Warm/Ice warm		
	Heat: 500W Refrigeration: 70W		
	Product packaging weight: 4.5kg Liner Material 304 Stainless Steel Wire Length: 1200mm		
	Water Bucket 5-18.9L Universal		
	Delivery Site: One (1) unit, Looc, Occidental Mindoro		
	One (1) unit, BFAR MIMAROP Regional Office		
	Item 4: One (1) unit, Stove Double Burner Stove		
	Brass-capped cast iron burners Heat resistant tempered glass top		
	Stainless steel body		
	Automatic Ignition Switch Delivery Site: One (1) unit, Looc, Occidental		
	Mindoro		
	Item 5: One (1) unit, Gas Tank with Refill 11Kg		
	Delivery Site: One (1) unit, Looc, Occidental Mindoro		
	Item 6: One (1) pc, Office Table Made out of wood		
	Pedestal with 3 total Drawers Provide Optimal Storage		
	Locks for Center and Side Drawer Cabinet for larger items		



60W x 19UREALSOF GISHERIES AND AQUATIC RESOURCES

With 3 Fixed Study & Center Clark OFFICE - MIMAROPA

With Kevlock

Delivery Site: One (1) pcs, Looc, Occidental

Mindoro

Item 7: One (1) pc, Kitchen Table

Material: Metal, Others, Plastic

Foldable Table Features

Adjustable Height, Extendable

Length 1.8m

Dimension (L x W x H)

180X74X74cm

Delivery Site: One (1) pc, Looc, Occidental

Mindoro

Item 8: One (1) pc, Mini Conference Table

made out of wood

Dimension: 230x70.4x70.8cm

Delivery Site: One (1) pc, Looc, Occidental

Mindoro

Item 9: One (1) pc, Office Chair Chair Back Height: High Back Stool Height: Adjustable Chair Arms: Fixed Arms

Chair Design: Armchair

Delivery Site: One (1) pc, Looc, Occidental

Mindoro

Item 10: Ten (10) pcs, Monoblock Chair

Made out of Plastic

Armless

Delivery Site: Ten (10) pc, Looc, Occidental

Mindoro

Item 11: Five (5) pc, Steel Cabinet Riveted construction for extra strength

Anti-tilt Locking; 4 drawers

Heavy Duty ball bearing runners 40 kg Loading per Drawer strength

Fully Assembled & Package Master Keyed Locking System

Delivery Site: Two (2) pc, Looc, Occidental

Mindoro

Three (3) BFAR MIMAROPA Regional Office

Item 12: Five (5) pc, Folding Bed

180x80x23cm Single bed Capacity: 200kls Material: Metal, soft bag

Delivery Site: Five (5) pc, Looc, Occidental

Mindoro

2. BFAR-MIMAROPA now invites bids for the above Procurement Project. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening. Delivery of the Goods is required within sixty (60) days after the receipt of Notice to Proceed. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).



BUREAU OF FISHERIES AND AQUATIC RESOURCES REGIONAL FISHERIES OFFICE - MIMAROPA

- 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 through MR. DEEJAY A. LABIAGA, BAC Secretariat Head of the BFAR MIMAROPA BAC OFFICE, at Telephone No. (043) 288-6322 and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00 PM only, during Mondays thru Fridays.
- **5.** A complete set of Bidding Documents may be acquired by interested Bidders from the given address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, **until December 26, 2023; 10:00 AM**, and may opt to purchase any or all lots.
- **6.** The BFAR-MIMAROPA will hold a **Pre-Bid Conference on December 14, 2023; 10:00 AM** at the address given below and/or through videoconferencing/webcasting via Google Meet. Participants as well as qualified bidders shall be notified of the link by the BAC Secretariat.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before December 26, 2023; 10:00 AM. Late bids shall not be accepted.
- **8.** All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
- 9. **Bid opening shall be on December 26, 2023; 10:00 AM** at the given address below and/or through videoconferencing/webcasting via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- **10.** The BFAR-MIMAROPA does not condone any form of solicitation on any prospective winning and losing bidders by any of our staff/ employees or any other party. Any sort of this kind shall be reported immediately to the Office of the Secretary or the National Bureau of Investigation (NBI) for entrapment and proper investigation.
- **11.** The BFAR-MIMAROPA 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:

MR. DEEJAY A. LABIAGA, Head, Bids and Awards Committee (BAC) Secretariat BFAR MIMAROPA BAC OFFICE 2/F Le Grace Bldg., Brgy. Guinobatan, Calapan City, Oriental Mindoro bac.4b@bfar.da.gov.ph Tel: (043) 288-6322

13. You may visit this website:

https://mimaropa.bfar.da.gov.ph/

04 December 2023



Section II. Instructions to Bidders



1. Scope of Bid

The Procuring Entity, Bureau of Fisheries and Aquatic Resources (BFAR) Regional Fisheries Office - MIMAROPA, Department of Agriculture, invites Bids for the "PROCUREMENT OF VARIOUS GOODS TO STRENGTHENING THE MONITORING, CONTROL, AND SURVEILLANCE (MCS) OPERATION IN THE MUNICIPALITY OF LUBANG AND LOOC, OCCIDENTAL MINDORO AND FOR THE OPERATIONALIZATION OF FCU UNDER THE FISHCORE PROJECT LOT 5: DRUGS AND MEDICINE with Project Identification Number—2023-024.

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *FY 2023* in the amount of *TWENTY-TWO THOUSAND NINE HUNDRED FIFTY (Php 22,950.00) PESOS*.
- 2.2. The source of funding is *Foreign Grant*.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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



- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to **Php 5,737.50** (25% of the ABC).
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that: 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 at 2/F Le Grace Bldg., Brgy. Guinobatan, Calapan City, Oriental Mindoro and/ or through videoconferencing/ webcasting via Google Meet 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 e.



b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *ONE HUNDRED TWENTY (120) CALENDAR DAYS FROM THE DATE OF THE 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 at its physical address as indicated in paragraph 7 of the **IB.**

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

20.2. 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	Earthia manage contracts simil	landa dha Duai	4 -1	11 1		
5.3	For this purpose, contracts similar to the Project shall be: a. any contract for the Supply and Delivery of Drugs and / or medicine;					
			•			
	b. completed within five receipt of bids.	(5) years pric	or to th	ie deadlin	e for the s	ubmission and
7.1	Subcontracting is not allowed.					
12	The price of the Goods shall be Le Grace Bldg., Calawang, Gu applicable International Comme	inobatan, Ca	lapan	City, Orie	ntal Mindo	or the
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than <i>two percent (2%) of ABC</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or					
	b. The amount of not less than <i>f</i> .	ive percent (5)	%) of A	BC, if bid	security is	in Surety Bond.
	Lot No. Item/ Description	Approved B for the Con (ABC)	tract	Manager Bank Draft or Irre Letter of	Cashier's/ r's Check, r's Check, t/ Guarantee vocable of Credit the ABC)	Surety Bond (5% of the ABC)
	5 DRUGS AND MEDICINE	Php 22,950	0.00		459.00	Php 1,147.50
15	Each Bidder shall submit one (1) original and one (1) copy of the first and second components of its bid. In case the bidder bids for two or more lots, they MUST submit individual set of its bid for each lot. (Each set shall compose of one (1) original and one (1) copy of the first and second components of its bid.)					
19.3	Lot Item/ Description No.	on	Unit	Qty.	the Contra	
	5 DRUGS AND MEDICINE		lot	1	Php 22,950.	00
20.2	No additional requirement					
21.2	No additional requirement					



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 IV** (**Technical Specifications**) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.



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

5. Warranty

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

6. Liability of the Supplier

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

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



Section V. Special Conditions of Contract



Special Conditions of Contract

	Special Conditions of Contract			
GCC				
Clause	D-P			
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			
	"The delivery terms applicable to this Contract are delivered to <i>BFAR MIMAROPA Regional Office, Le Grace Bldg., Calawang, Guinobatan, Calapan City, Oriental Mindoro</i> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the documentary requirements as per COA rules and regulations to the Procuring Entity:			
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is/ are Mr. Rene B. Parreño, FCU, Alternate Focal of FISHCORE Project and / or Mr. Jeric Manes, Fishery Law Enforcement Group (FLEG). 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:			
	 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. 			



The Contract price resources of the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

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:

a. 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

The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost 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 at least one (1) year after the delivery.

Spare parts or components shall be supplied as promptly as possible, but in any case, within two (2) 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.

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

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



BUREAU OF FISHERIES AND AQUATIC RESOURCES REGIONAL FISHERIES OFFICE - MIMAROPA

Any special handling instructions
Any relevant HAZCHEM classifications

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

Transportation -

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

Where the Supplier is required under 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.

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

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

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2 "The terms of payment shall be as follows: Payment shall be made upon delivery of the items / supplies / materials on designated delivery sites.
 The inspections and tests will be conducted by the designated delivery inspector in accordance with the existing laws.



Section VI. Schedule of Requirements

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

Lot No.	Description	Qty.	Total	Delivered, Weeks/Months
5	Item 1: One (1) box, Analgesic Paracetamol 500 mg Item 2: One (1) box, Antimotility 2 mg Item 3: One (1) box, Antacid 2 mg Item 4: One (1) box, Antihistamine 10 mg Item 5: Five (5) box, Multi Vitamins Retinol Palmitate (Vitamin A) 5000 IU, dl-Alpha Tocopheryl Acetate (Vitamin E) 100 IU, Ascorbic Acid (Vitamin C) 500 mg, Zinc (as Sulfate) Item 6: Three (3) pcs, Analgesic Balm Oil 20ml Delivery Site: BFAR MIMAROPA Regional Office (All items)	1 lot	1 lot	Within 60 days upon receipt of Notice to Proceed



Section VII. Technical Specifications



Technical Specifications

Lot No.	Specification	Statement of Compliance
		[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.]
5	DRUGS AND MEDICINE Item 1: One (1) box, Analgesic Paracetamol 500 mg	
	Item 2: One (1) box, Antimotility 2 mg	
	Item 3: One (1) box, Antacid 2 mg	
	Item 4: One (1) box, Antihistamine 10 mg	
	Item 5: Five (5) box, Multi Vitamins	

Retinol Palmitate (Vitamin A) 5000 IU, dl-Alpha Tocophery
Acetate (Vitamin E) 100 IU, Ascorbic Acid (Vitamin C) 500
mg, Zinc (as Sulfate)
BUREAU OF FISHERIES AND AQUATIC RESOURCES
REGIONAL FISHERIES OFFICE - MIMAROPA

Item 6: Three (3) pcs, Analgesic Balm Oil

20ml

Delivery Site: BFAR MIMAROPA Regional Office (All items)



Section VIII. Checklist of Technical and Financial Documents



Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents Legal Documents (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; **Technical Documents** (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and Statement of the bidder's Single Largest Completed Contract (SLCC) similar (c) 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 Conformity with the Technical Specifications, which may include (e) production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS) and if applicable, (f) Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. Financial Documents The prospective bidder's computation of Net Financial Contracting Capacity (g) (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. Class "B" Documents If applicable, a duly signed joint venture agreement (JVA) in case the joint (h)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 Original of duly signed and accomplished Financial Bid Form; and (i) (j) Original of duly signed and accomplished Price Schedule(s). Other documentary requirements under RA No. 9184 (as applicable) [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.

IMPORTANT REMINDERS

The above checklist is in conformity with the requirements of the bid project; the provisions of the Philippine Bidding Documents; and Republic Act No. 9184 or the Government Procurement Reform Act and its 2016 Implementing Rules and Regulations (IRR).

- ✓ The bidders are encouraged to consult this checklist in the preparation of their Bid Envelopes. However, this is **BY NO MEANS EXCLUSIVE**. Bidders **must still familiarize themselves and abide with** other bid requirements not otherwise included in the checklist such as, but not limited to those in the TOR, Bid Bulletins, Pertinent GPPB guidelines, rules, etc.
- ✓ Bidders are highly encouraged to consult **GPPB Circular No. 04-2020 dated 16 September 2020** for the required forms to be submitted and the mandatory provisions of each form, which may be accessed through this link: https://www.gppb.gov.ph/wp-content/uploads/2023/05/GPPB-Resolution-No.-16-2020.pdf
- ✓ In case of conflict between the checklist provided herein and the provisions of the bidding documents, the latter shall prevail. In case of conflict between the bidding documents and RA 9184 and its IRR, the latter shall prevail.
- ✓ All documents shall be current and updated and any missing document in the abovementioned Checklist is a ground for outright rejection of the bid.
- ✓ All pages of the documents shall be signed / initialed by the bidder or by his / her authorized representative.
- ✓ To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the above-mentioned checklist when placed in an Envelope, with documents tabbed and labeled according to the Dog-Ear Code.
- ✓ Bidders are likewise advised to properly place the documents in folders (fastened or bound) before placing the same in the required envelopes to avoid misplacing or disorganizing the documents.

