goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.

19.2 The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

19.3 If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

20) Settlement of Disputes

20.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.

20.2 In case of failure to settle dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.

If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC.**

20.3 In case of disagreement or after exhausting the remedies provided in the preceding Section, the dispute may be submitted to arbitration or other forms of ADR which includes mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof in accordance with the provisions of RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."

20.4 Should the Parties fail to resolve their dispute or difference by such mutual consultation or agreement after thirty (30) days, either the Procuring Entity or the Supplier may signify its intention to commence arbitration by giving notice to the other Party, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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

20.6 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless otherwise agreed upon in writing.

21) Liability of the Supplier

21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.

21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repair or replacement of the defective Goods.

22) Termination for Breach of Contract

The Procuring Entity may terminate for breach of contract when the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity, pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price, consistent with the provision of this IRR on liquidated damages. The Procuring Entity may likewise impose appropriate sanctions therein.

23) Termination Due to Force Majeure

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

23.2 The Procuring Entity may terminate this Contract and impose liquidated damages when, as a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the Contract Price, for a period of not less than sixty (60) calendar days, or earlier, as deemed necessary by the Procuring Entity, after receipt of the written notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased.

23.3 The Supplier shall not be subject to forfeiture of its performance security, payment of liquidated damages, or contract termination due to *force majeure,* provided that the Supplier's delay in performance or other failure to perform its obligations under this Contract is the result of a *force majeure*.

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

24) Termination for Convenience

24.1 The Procuring Entity, through a written notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

a) When physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE;

b) When the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws, and government policies;

c) When funding for the Project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or

d) Any circumstance analogous to the foregoing.

24.2 The Goods that have been performed or are ready to be delivered or performed within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices thereof. For Goods not yet delivered, performed and/or ready to be delivered or performed, the Procuring Entity may elect:

a) To have any portion delivered and/or performed and paid at the contract terms and prices thereof; or

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

25) Termination for Unlawful Acts

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

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

b) Drawing up or using forged documents;

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

d) Any other act analogous to the foregoing.

26) Procedures for Termination of Contracts

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

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

b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the supplier conveying the termination of the contract. The notice shall state:

i) That the contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds constituting the same;

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

iii) An instruction to the Supplier, to show cause as to why the contract should not be terminated; and

iv) Special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report.

c) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Supplier, fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract.

d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice.

e) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate the contract. It shall serve a a written notice to the Supplier of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Supplier of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.

f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

g) **Take-over of Contracts** - If a Procuring Entity terminates the contract due to default, insolvency, or for a cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35(c) of RA No. 12009.

h) **Procuring Entity's Options in Termination for Convenience in Contracts for Goods** - The Goods that have been performed or are ready for delivery within thirty (30) calendar days after the supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed or ready for delivery, the Procuring Entity may elect:

   i) To have any portion delivered or performed and paid at the contract terms and prices; or

   ii) To cancel the remainder and pay to the supplier an agreed amount for partially completed or performed goods and for materials and parts previously procured by the supplier.

27) Assignment of Rights

The Supplier shall not assign its rights or obligations under this Contract, in whole or in part, except upon prior written consent of the Procuring Entity.

28) Amendment to Order

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties in accordance with the provisions on Amendment to Order, subject to applicable laws, rules and regulations.

29) Application

These General Conditions shall apply to the extent that they are not suspended by the provisions from other parts of this Contract.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1(a)	The Procuring Entity is Philippine Ports Authority
1(b)	The Supplier is *[to be inserted at the time of contract award].*
1(c)	The Funding Source is: : 2.1 The GoP through the source of funding as indicated below for Calendar Year (CY) 2026 is **SIXTY SEVEN MILLION PESOS (Php 67,000,000.00).** 2.2 The source of funding is 2026 Corporate Operating Budget of the PHILIPPINE PORTS AUTHORITY.
1(d)	The Project sites are defined in the Terms of Reference
2	No further instructions.
5.1	The Procuring Entity's address for Notices is: BAC Secretariat Philippine Ports Authority 5th Floor, PPA Bldg., A. Bonifacio Drive, South Harbor, Port Area, Manila Telephone Nos. 527-47-35 , 527-83-56 to 83 loc. 539 PPA Website: **www.ppa.com.ph**
5.2	No further instructions.
6.2	**Delivery and Documents** For purposes of this 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: *For Goods Supplied from Abroad, state "*The delivery terms applicable to the Contract are DDP delivered *[insert place of destination].* In accordance with INCOTERMS." (DAP) *For Goods Supplied from Within the Philippines, state "*The delivery terms applicable to this Contract are delivered *[insert place of destination].* 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 Schedule of Requirements or Terms of Reference.

	The details of shipping and/or other documents to be furnished by the Supplier are as follows: *For Goods supplied from within the Philippines:* Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents to the Procuring Entity: i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount; ii) Delivery receipt/note, railway receipt, or truck receipt; iii) Supplier's factory inspection report; iv) Manufacturer's and/or Supplier's warranty certificate; v) Certificate of origin (for imported Goods); vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. *For goods supplied from abroad:* Upon shipment, the Supplier shall immediately communicate and notify the Procuring Entity and the insurance company the full details of the shipment, including Contract Number, description of the goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents as applicable with the documentary requirements of any letter of credit issued taking precedence: i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount; ii) Negotiable, clean shipped on board bill of lading marked "freight prepaid", as well as a copy of the non-negotiable bill of lading; iii) Supplier's factory inspection report; iv) Manufacturer's and/or Supplier's warranty certificate; v) Certificate of origin (for imported goods); vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and

	viii) Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. For purposes of this Clause the Procuring Entity's Representative at the Project Site is Philippine Ports Authority (PPA) Head Office. **Incidental Services** The Supplier is required to provide all of the following services, including additional services, if any, specified in Schedule of Requirements/Terms of Reference: a) performance or supervision of onsite assembly and/or startup 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 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. **Transportation** The Supplier shall arrange and pay for the delivery of the goods, with the cost included in the Contract Price. When required under this Contract to deliver the goods CIF, CIP, or DDP, the Supplier shall ensure the transport of the goods to the port of destination or any other specified place of destination in the Philippines, as indicated in this Contract. The Supplier shall arrange for transport, insurance, and storage to the specified destination with the related costs included in the Contract Price. When required under this Contract to transport the goods to a specified place of destination within the Philippines, defined as the Project Site. The goods must be transported using carriers registered in the Philippines when the Supplier is required under this Contract to deliver the goods CIF (Cost, Insurance, and Freight), CIP (Carriage and Insurance Paid To), or DDP (Delivered Duty Paid). If no Philippine-registered carrier is available, the goods may be shipped using a non-

	Philippine carrier, provided the Supplier obtains and presents certification from the nearest Philippine consulate at the port of dispatch. If Philippine-registered carriers are available but their schedules would impede timely delivery or cause delays in the Supplier's performance of this Contract, the period of delay from when the goods were first ready for shipment to the actual date of shipment will be considered *force majeure* in accordance with **GCC** Clause 23. 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 ownership will not be deemed transferred to the Procuring Entity until their receipt and final acceptance at the final destination.
10	**PAYMENT TERMS:** Payment shall be made on a per-unit basis upon delivery, inspection, and acceptance of each unit by PPA Head Office representatives.
11.4	Payment shall be made in Philippine Peso.
11.5	Payment using LoC is allowed, the amount of provisional sum shall not exceed 10% of the ABC and shall form part of the ABC.
13.4(c)	No further instructions.
16	**INSPECTION, TESTING AND ACCEPTANCE** • Each survey boat shall undergo inspection by authorized PPA representatives at the Winning Supplier's warehouse or facility prior to delivery to verify compliance with the approved technical specifications. The inspection shall include verification of the vessel's dimensions, engines, steering system, navigation and communication equipment, electrical systems, safety equipment, and other required accessories. • Operational testing shall be conducted to ensure that all equipment, systems, and accessories are fully functional and compliant with the required specifications. • Sea trials shall also be conducted, as applicable, to verify the vessel's operational performance, seaworthiness, and functionality before final acceptance by PPA. • All costs and expenses related to the inspection, testing, and sea trials, including the necessary facilities and arrangements, shall be borne by the Winning supplier at no additional cost to PPA.
17.3	**WARRANTY** The Supplier shall provide a one (1)-year warranty covering the engines, vessel hull and structure, installed equipment, and accessories against manufacturing defects and workmanship deficiencies. The warranty shall commence on the date of final acceptance of the Survey Boat by the Philippine Ports Authority (PPA). The warranty shall cover defects arising under normal operating

	conditions and shall remain valid for one (1) year from the date of acceptance.
17.3(c)	Not applicable.
17.4	No further instructions.
17.5	No further instructions.
20.2	Not applicable.
21.1	If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity

Section VI. Schedule of Requirements

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.

Item Number	Description[1]	Quantity	Total	Delivery Schedule
	SUPPLY, DELIVERY AND INSTALLATION OF SURVEY BOAT	Three (3) units	Three (3) units	The total project duration shall be Three Hundred Sixty (360) Calendar Days from the date of Notice to Proceed (NTP).

[1] Subject to the Technical Specifications of the Terms of Reference

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		Bidders must state "Comply" or "Not Comply" for each specification and provide the corresponding performance parameters for offered equipment. *Each response must be supported by a clear documentary support in the bid and properly cross-referenced. Acceptable evidence includes unaltered manufacturer sales brochures, official specification sheets, product samples, independent test results, and similar documents.* *Claims should be backed by documentary support. If the evidence contradicts the claim, the bid may be rejected. Any*

		false statement— whether in the compliance form or supporting documents— found during evaluation, post-qualification, or contract implementation may be considered fraudulent in accordance with ITB Clause 3.1(a)(ii) and without prejudice to the imposition of appropriate administrative, civil, and criminal penalty in accordance with law.
	SUPPLY, DELIVERY AND INSTALLATION OF SURVEY BOAT	
	TECHNICAL SPECIFICATION (Brochure must be submitted as part of the Technical Proposal) **40-Footer Speed Boat (Brand New) -AIRCONDITIONED** **MAKE / BUILD** - Complete heavy duty fiberglass construction **HULL DESIGN** - Narrow Tunnel Catamaran **CENTERLINE** - 39.5 Feet / 12 Meters **LENGTH OVERALL** - 41 Feet / 12.5 Meters (including outboards) **BEAM / WIDTH** - 10 Feet / 3 Meters **TUNNEL WIDTH** - 2 Feet **TUNNEL HEIGHT** - 15 Inches **CAPACITY** - 20 Persons **Standard Accessories Included:** Legend: • FRP – Fiberglass-Reinforced Plastic • S/S – Marine-Grade Stainless Steel 316	

	• MARINA – Maritime Industry Authority • AL – Marine-Grade Aluminum Alloy 5083 **BOAT** **EXTERIOR (Hull and Deck)** *Large Tempered Glass Windows (Per side) Fiberglass Full Deck Enclosure with the following:* - Port and Starboard windshields in custom tempered glass - Bow entry/exit door with grab rails - Large roof side rails in marine Aluminum - Marine imported sliding windows on the port and starboard sides with marine locks and splash guards and tempered glass - Three (3) Large S/S bow and stern eyes - Nine (9) S/S mooring cleats (bolted not screwed in) - Bow anchor compartment with S/S hardware and plastic drain - Marine PVC rubber bumper - Four (4) Transom air vents - Stern aluminum with glass sliding door - Hull approved color design and striping - One (1) stern 4-step boarding ladder - Bow exterior seating with marine upholstery (port and starboard) **INTERIOR (Deck)** - Complete foam-filled fiberglass rib structure / stringers (Under floor – for unsinkability) - Two (2) Stern transom scupper systems (for self-bailing purpose) - Large custom conference table in composite material with multiple marine pedestals - Ten (10) custom conference table seats with upholstery and swivel function - All upholstery is in Marine -Specific Leather (Fire retardant, abrasion resistant, mildew resistant, UV protected) Side consoles with dash panel inclusive of the ff: - One (1) Marine electric flush toilet with macerator - One (1) Inside head pull-up shower - Black dashboard trim - One (1) marine steering wheel - Ten (10) Marine switches	

	- Two (2) Marine auto bilge switches - One (1) Marine 12V cigarette lighter socket for DC outlet - One (1) Marine electric wiper motor - One (1) Large 20" console access hatch – (secures and seals wiring and - provides access to it from the back of the console **Electrical Equipment** - Three (3) Marine main switches / battery selector switches (Port and Starboard engines and Auxiliary/ House battery) - One (1) Marine Fuse box - One (1) Marine 50amp waterproof circuit breaker for the House / Aux battery - Two (2) Marine automatic 1100 Gph bilge pumps - Port and starboard marine LED navigational lights - One (1) 360-degree folding LED anchor pole light - Ten (10) LED Cabin lights - Two (2) Marine LED spreader lights - Three (3) Cockpit LED dome lights - Three (3) Maintenance free batteries with locks and straps (parallel connected for engine and accessories) - Six (6) L.E.D. courtesy floor lights with S/S housing - Six (6) Marine 12V two-speed electric fans with rubber finger friendly blades - One (1) Marine S/S trumpet horn - One (1) 100w solar panel with solar charge controller - One (1) Large LED marine light bar (On a mounting bracket together with the horn) - One (1) Ceiling mounted flatscreen TV **Fuel System** - Four (4) built-in 265 Liter fuel tanks with tank level sensors and fuel pickup for long range capability (Total fuel capacity is 1,060 Liters) - Two (2) sets S/S gas fill with breather vent complete with required fuel lines - Two (2) water separating fuel filter with water release valves - All fuel grade hoses to be used **Fresh water System** - One (1) water holding tank with 80 liters capacity - One (1) self priming water pump	

- One (1) stern pull-up shower

Communications and Navigational Equipment (Installation)

- Two (2) GPS / Chart-plotter / SONAR (in-dash mounted) colored 9-inch display
  touch screen with blue chart and in-hull transducer
- Waterproof VHF radio w/ Shakespeare antenna with S/S adjustable antenna bracket
  NTC Approved with Ship Station License

ENGINES

Option	Horse Power	Hydraulic Steering System	Digital Gauges	Manual Throttle	Digital Throttle
1	Twin 300	✓	✓		✓

Additional Equipment and Accessories

1. Marine Night Vision System (Installation) – The Supplier shall supply, install, and commission a marine-grade night vision imaging system suitable for onboard navigation and observation under low-light and nighttime conditions.

2. Satellite Internet Antenna Mount – The Supplier shall provide and install a dedicated marine-grade mounting bracket, including all necessary supporting hardware and accessories, to ensure the secure and stable installation of the satellite internet antenna.

3. Four (4) 220V AC Power Outlets – The Supplier shall supply and install four (4) 220V AC power outlets at designated onboard locations, complete with the necessary wiring, electrical protection, and accessories for safe operation of compatible electrical equipment.

4. Underwater Hull Antifouling Coating – The Supplier shall undertake proper surface preparation and application of marine-grade antifouling paint on the vessel's hull below the waterline to prevent or minimize the accumulation of marine organisms and ensure hull protection.

TRAILER

Six-wheel Roller Type Fully Galvanized Trailer

- Includes two (2) fenders, multiple rollers, rubber bow stopper, trailer lights, heavy duty coupler and safety

	chains **AIRCONDITIONING SYSTEM** - One (1) 6.4kW / 8 KvA Marine Generator – Sealed silent type with seawater cooling - Two (2) 12,000 BTU Marine Airconditioning units with heat exchanger and seawater cooling	
	Safety Equipment and Other Necessities (Implementation) The Supplier shall provide, supply, and install the following safety equipment and other necessities as part of the implementation of the Project, at no additional cost to the Philippine Ports Authority (PPA): - Twenty-five (25) MARINA Accredited life jackets - One (1) 25 person Med Kit - Two (2) fire extinguishers - One (1) marine anchor - Four (4) marine rubber fenders - Two (2) Life rings	
	Maritime Industry Authority (MARINA) Documentation (Implementation) For the implementation of the Project, the Winning Supplier shall be responsible for the preparation, processing, securing, and submission of all necessary documents, permits, and certifications required by the Maritime Industry Authority (MARINA) for the registration and operation of the Survey Boat, including but not limited to the following: 1. Naval Architect's signed vessel plans; 2. MARINA Vessel Name Clearance; 3. MARINA Vessel Plans Approval; 4. MARINA Authority to Construct; 5. MARINA Certificate of Ownership; 6. MARINA Tonnage Certificate; 7. MARINA Construction Certificate; and 8. MARINA Builder's Certificate. All costs, fees, expenses, and other charges associated with the preparation, processing, application, inspection, and issuance of the foregoing documents and certifications shall be borne solely by the Winning Supplier, at no additional cost to the Philippine Ports Authority (PPA).	

	I. TRAINING AND MANUALS • The supplier shall provide basic operational and maintenance training for designated DSD personnel, including proper Survey Boat operation, engine operation, use of navigation and communication equipment, safety procedures, and preventive maintenance. • The supplier shall also provide complete operation and maintenance manuals for the Survey Boat, engines, and installed equipment upon delivery.	
	All other provisions stated in the Terms of Reference not included herein	

Section VIII. Philippine Bidding Document Related Forms

Bid Form for Procurement of Goods

[Note: The duly accomplished form shall be submitted with the Bid]

BID FORM

Project Identification No.: *[Insert number]*

To: [Name of Procuring Entity]

Having examined the Philippine Bidding Documents (PBD) including the Supplemental Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project [Project Title];

b) Select one, delete the other

- I/We undertake to deliver the Goods in accordance with the delivery schedule in the Schedule of Requirements;
- I/We offer to execute the Works for this Contract in accordance with the PBD;

c) The total price of our Bid in words and figures, excluding any discount offered below, is *[insert information]*

d) The discounts offered and the methodology for their application, if any, are: *[insert information];* or indicate N/A if no discount offered]

e) The total bid price in words and figures, after applying the applicable discount, 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 in the *[Select one, delete the other:* the Price Schedules/ Detailed Estimates].

f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;

g) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the PBD, and hereby acknowledge the consequences under the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

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 the Bidder.

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

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

The undersigned is authorized to submit the bid on behalf of [Name of the Bidder] as evidenced by the attached [State the Written Authority].

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]
[Position/Designation]
[Date]

Price Schedule for Goods

Name of Bidder _____. Project ID No. _____. Page _ of _____

Pricing Details for Goods Offered from Within the Philippines

1	2	3	4	5	6	7	8	9	10
Item	Description	Source of Domestic Product, as certified by the Relevant Agency	Quantity	Unit price exw per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Summary of Bid Prices

The Procuring Entity may modify the table below as necessary to comply with the requirements of the Procurement Project.

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name: _____

Signature: _____

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

Price Schedule for Goods

Name of Bidder _____. Project ID No. _____. Page _ of _____

Pricing Details for Goods Offered from Abroad

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

Summary of Bid Prices

The Procuring Entity may modify the table below as necessary to comply with the requirements of a specific Project.

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name:_____

Signature:_____

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

Contract Form

[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT FOR [Insert Project Title]

This CONTRACT executed on the _____ day of _____ 20_____ by and between:

[Name of Procuring Entity], a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

[Name of Supplier /Contractor/ Consultant] a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called "the Supplier".

WHEREAS, the Entity invited Bids for certain goods and services/works/consulting services, particularly *[Brief description of Project]*;

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of *[Contract price in words and figures, including currency]*, hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, *viz.*:

    a. Philippine Bidding Document (PBD); *[Select one, delete the others]*

    - *For Procurement of Goods*

        i. Invitation to Bid;
        ii. Instruction to Bidders;
        iii. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
        iv. Bid Data Sheet;
        v. Schedule of Requirements;
        vi. Technical Specifications;
        vii. General and Special Conditions of Contract;
        viii. Supplemental Bid Bulletins, if any; and

ix. Other contract documents that may be required by existing laws and/or the Entity.

- *For Procurement of Infrastructure Projects*

i. Drawings/Plans;
ii. Specifications;/Scope of Work;
iii. Bill of Quantities;
iv. General and Special Conditions of Contract; and
v. Supplemental Bid Bulletins, if any;

- *For Procurement of Consulting Services*

i. General and Special Conditions of Contract;
ii. Terms of Reference;
iii. Request for Expression of Interest;
iv. Instructions to Bidders;
v. Bid Data Sheet;
vi. Addenda and/or Supplemental/Bid Bulletins, if any;
vii. Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
viii. Eligibility requirements, documents and/or statements;
ix. Performance Security;
x. Notice of Award of Contract and the Bidder's *conforme* thereto; and
xi. Other contract documents that may be required by existing laws and/or the Entity.

b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c. Performance Security;

d. Notice of Award of Contract; and the Bidder's Conforme thereto; and

e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

2. In consideration of the Contract Price of *[Contract Price in words and figures],* or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the *[Project Title]* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

3. The *[Name of the Procuring Entity]* agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

4. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the

applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For the Procuring Entity	*For the Bidder*
Head of the Procuring Entity or Duly Authorized Representative	Duly authorized to sign the Contract for and behalf of *[Bidders Name]*:
[Signature over Printed Name] *[Position/Designation]* *[Date]*	*[Signature over Printed Name]* *[Position/Designation]* *[Date]*

Signed in the presence of:

[Name and Signature] *Witness – Procuring Entity*	*[Name and Signature]* *Witness- Supplier*

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the _____, City/Province of _____, this _____ day of _____, 20_____, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of ____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ___ day of *[month] [year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Omnibus Sworn Statement Form

[Note: The duly accomplished form shall be submitted with the Bid]

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

OMNIBUS SWORN STATEMENT

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

1. *Select one, delete the others:*

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

   - *If 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 others:***

   - *If 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 *[Project Title]* of the *[Name of the Procuring Entity][insert* "as supported by the attached duly notarized Special Power of Attorney" *for authorized representative]*;

   - *If 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, 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;

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 others:*

   - *If sole proprietorship :* The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If partnership :* The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If cooperative:* The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If corporation, or joint venture:* The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

- *In case of corporations: [Name of Bidder]* declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.

- *In case of Foreign Bidders: [Name of Bidder]* submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.

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

9. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

   a) Carefully examine all of the Bidding Documents;

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

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

   d) Inquire or secure Supplemental Bid Bulletin(s) issued for the *[Project Title]*.

10. *[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.

11. In case advance payment was made or given to *[Name of Bidder]*, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

SUBSCRIBED AND SWORN to before me this _____ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

WITNESS MY HAND AND SEAL this ___ day of *[month] [year]*.

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION

Project Identification No.: *[Number]*

To: *[Insert name 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 upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under 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 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c),of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and

3) I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

    a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

    b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

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

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

SUBSCRIBED AND SWORN to before me this _____ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____.

WITNESS MY HAND AND SEAL this ___ day of *[month] [year]*.

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

NET FINANCIAL CONTRACTING CAPACITY (NFFC) COMPUTATION

A. The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current asset minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid

NFCC = Php _____

K = 15

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

_____
Name of Supplier/Distributor/Manufacturer

_____
Signature of Authorized Representative

STATEMENT OF THE BIDDER'S ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

This is to certify that _____ has the following ongoing government and private contracts, including contracts awarded but not yet started:

NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME & ADDRESS	KINDS OF GOODS/ SERVICES DELIVERED	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT	DATE OF DELIVERY

*PROOF OF CONTRACT TO BE PRESENTED AT POST-QUALIFICATION.

_____
Name and Signature of Authorized Representative

_____
Date

STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____ has completed the following:

NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME & ADDRESS	KINDS OF GOODS	AMOUNT OF COMPLETED CONTRACT/S	DATE OF DELIVERY	END USER'S ACCEPTANCE OR OFFICIAL RECEIPT(S) OR SALES INVOICE ISSUED FOR THE CONTRACT*

*TO BE ATTACHED TO THE STATEMENT

_____
Name and Signature of Authorized Representative

_____
Date

TERMS OF REFERENCE

SUPPLY, DELIVERY AND INSTALLATION OF SURVEY BOAT

This Terms of Reference (TOR) provides the technical description and other terms and conditions for the Supply, Delivery, and Installation of Survey Boat of Philippine Ports Authority.

I. BACKGROUND/OBJECTIVE

One of the primary functions of the Philippine Ports Authority (PPA), through the Dredging and Survey Department (DSD), is to conduct hydrographic surveys of waterways, channels, and basins to determine whether they have sufficient water depths for safe navigation. These surveys are typically conducted using survey boats with suitable designs and drafts.

At present, the existing survey boats have become increasingly unreliable due to their age and frequent mechanical breakdowns, which necessitate the replacement of parts that are not readily available locally and are difficult to procure. Furthermore, hull preservation works are costly, as they require access to dry-docking facilities for hull replating and other necessary repairs.

To minimize the risk of prolonged operational downtime due to equipment failures, the DSD proposes to acquire brand-new survey boats to ensure the continuous and efficient performance of its duties and responsibilities in conducting hydrographic surveys.

II. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract is **SIXTY SEVEN MILLION PESOS (Php 67,000,000.00).**

III. PROJECT SCOPE

Supply and Delivery of three (3) units Survey Boat.

IV. TECHNICAL SPECIFICATION (Brochure must be submitted as part of the Technical Proposal)

40-Footer Speed Boat (Brand New) -AIRCONDITIONED

MAKE / BUILD	-	Complete heavy duty fiberglass construction
HULL DESIGN	-	Narrow Tunnel Catamaran
CENTERLINE	-	39.5 Feet / 12 Meters
LENGTH OVERALL	-	41 Feet / 12.5 Meters (including outboards)
BEAM / WIDTH	-	10 Feet / 3 Meters
TUNNEL WIDTH	-	2 Feet
TUNNEL HEIGHT	-	15 Inches
CAPACITY	-	20 Persons

Standard Accessories Included:

Legend:

- FRP – Fiberglass-Reinforced Plastic
- S/S – Marine-Grade Stainless Steel 316
- MARINA – Maritime Industry Authority
- AL – Marine-Grade Aluminum Alloy 5083

BOAT

EXTERIOR (Hull and Deck)

Large Tempered Glass Windows (Per side) Fiberglass Full Deck Enclosure with the following:

- Port and Starboard windshields in custom tempered glass
- Bow entry/exit door with grab rails
- Large roof side rails in marine Aluminum
- Marine imported sliding windows on the port and starboard sides with marine locks and splash guards and tempered glass
- Three (3) Large S/S bow and stern eyes
- Nine (9) S/S mooring cleats (bolted not screwed in)
- Bow anchor compartment with S/S hardware and plastic drain
- Marine PVC rubber bumper
- Four (4) Transom air vents
- Stern aluminum with glass sliding door
- Hull approved color design and striping
- One (1) stern 4-step boarding ladder
- Bow exterior seating with marine upholstery (port and starboard)

INTERIOR (Deck)

- Complete foam-filled fiberglass rib structure / stringers (Under floor – for unsinkability)
- Two (2) Stern transom scupper systems (for self-bailing purpose)

- Large custom conference table in composite material with multiple marine pedestals
- Ten (10) custom conference table seats with upholstery and swivel function
- All upholstery is in Marine -Specific Leather (Fire retardant, abrasion resistant, mildew resistant, UV protected)

Side consoles with dash panel inclusive of the ff:

- One (1) Marine electric flush toilet with macerator
- One (1) Inside head pull-up shower
- Black dashboard trim
- One (1) marine steering wheel

- Ten (10) Marine switches
- Two (2) Marine auto bilge switches
- One (1) Marine 12V cigarette lighter socket for DC outlet
- One (1) Marine electric wiper motor
- One (1) Large 20" console access hatch – (secures and seals wiring and
- provides access to it from the back of the console

Electrical Equipment

- Three (3) Marine main switches / battery selector switches (Port and Starboard engines and Auxiliary/ House battery)
- One (1) Marine Fuse box
- One (1) Marine 50amp waterproof circuit breaker for the House / Aux battery
- Two (2) Marine automatic 1100 Gph bilge pumps
- Port and starboard marine LED navigational lights
- One (1) 360-degree folding LED anchor pole light
- Ten (10) LED Cabin lights
- Two (2) Marine LED spreader lights
- Three (3) Cockpit LED dome lights
- Three (3) Maintenance free batteries with locks and straps (parallel connected for engine and accessories)
- Six (6) L.E.D. courtesy floor lights with S/S housing
- Six (6) Marine 12V two-speed electric fans with rubber finger friendly blades
- One (1) Marine S/S trumpet horn
- One (1) 100w solar panel with solar charge controller
- One (1) Large LED marine light bar
  (On a mounting bracket together with the horn)
- One (1) Ceiling mounted flatscreen TV

Fuel System

- Four (4) built-in 265 Liter fuel tanks with tank level sensors and fuel pickup for long range capability (Total fuel capacity is 1,060 Liters)
- Two (2) sets S/S gas fill with breather vent complete with required fuel lines

- Two (2) water separating fuel filter with water release valves
- All fuel grade hoses to be used

Fresh water System

- One (1) water holding tank with 80 liters capacity
- One (1) self priming water pump
- One (1) stern pull-up shower

Communications and Navigational Equipment (Installation)

- Two (2) GPS / Chart-plotter / SONAR (in-dash mounted) colored 9-inch display
  touch screen with blue chart and in-hull transducer
- Waterproof VHF radio w/ Shakespeare antenna with S/S adjustable antenna bracket NTC Approved with Ship Station License

ENGINES

Option	Horse Power	Hydraulic Steering System	Digital Gauges	Manual Throttle	Digital Throttle
1	Twin 300	✓	✓		✓

Additional Equipment and Accessories

1. Marine Night Vision System (Installation) – The Supplier shall supply, install, and commission a marine-grade night vision imaging system suitable for onboard navigation and observation under low-light and nighttime conditions.

2. Satellite Internet Antenna Mount – The Supplier shall provide and install a dedicated marine-grade mounting bracket, including all necessary supporting hardware and accessories, to ensure the secure and stable installation of the satellite internet antenna.

3. Four (4) 220V AC Power Outlets – The Supplier shall supply and install four (4) 220V AC power outlets at designated onboard locations, complete with the necessary wiring, electrical protection, and accessories for safe operation of compatible electrical equipment.

4. Underwater Hull Antifouling Coating – The Supplier shall undertake proper surface preparation and application of marine-grade antifouling paint on the vessel's hull below the waterline to prevent or minimize the accumulation of marine organisms and ensure hull protection.

TRAILER

Six-wheel Roller Type Fully Galvanized Trailer

- Includes two (2) fenders, multiple rollers, rubber bow stopper, trailer lights, heavy duty coupler and safety chains

AIRCONDITIONING SYSTEM

- One (1) 6.4kW / 8 KvA Marine Generator – Sealed silent type with seawater cooling
- Two (2) 12,000 BTU Marine Airconditioning units with heat exchanger and seawater cooling

V. Safety Equipment and Other Necessities (Implementation)

The Supplier shall provide, supply, and install the following safety equipment and other necessities as part of the implementation of the Project, at no additional cost to the Philippine Ports Authority (PPA):

- Twenty-five (25) MARINA Accredited life jackets
- One (1) 25 person Med Kit
- Two (2) fire extinguishers
- One (1) marine anchor
- Four (4) marine rubber fenders
- Two (2) Life rings

VI. Maritime Industry Authority (MARINA) Documentation (Implementation)

For the implementation of the Project, the Winning Supplier shall be responsible for the preparation, processing, securing, and submission of all necessary documents, permits, and certifications required by the Maritime Industry Authority (MARINA) for the registration and operation of the Survey Boat, including but not limited to the following:

1. Naval Architect's signed vessel plans;
2. MARINA Vessel Name Clearance;
3. MARINA Vessel Plans Approval;
4. MARINA Authority to Construct;
5. MARINA Certificate of Ownership;
6. MARINA Tonnage Certificate;
7. MARINA Construction Certificate; and
8. MARINA Builder's Certificate.

All costs, fees, expenses, and other charges associated with the preparation, processing, application, inspection, and issuance of the foregoing documents

and certifications shall be borne solely by the Winning Supplier, at no additional cost to the Philippine Ports Authority (PPA).

VII. OTHER REQUIREMENTS

The bidder must have completed a single contract similar to the contract to be bid, with a value of at least fifty percent (50%) of the Approved Budget for the Contract (ABC). For this purpose, a similar contract shall refer to the **supply, delivery, and installation of any of the following: survey boats, passenger boats, patrol boats, or other comparable marine vessels.**

VIII. DELIVERY

The total project duration shall be **Three Hundred Sixty (360) Calendar Days** from the date of Notice to Proceed (NTP).

IX. INSPECTION, TESTING AND ACCEPTANCE

- Each survey boat shall undergo inspection by authorized PPA representatives at the Winning Supplier's warehouse or facility prior to delivery to verify compliance with the approved technical specifications. The inspection shall include verification of the vessel's dimensions, engines, steering system, navigation and communication equipment, electrical systems, safety equipment, and other required accessories.
- Operational testing shall be conducted to ensure that all equipment, systems, and accessories are fully functional and compliant with the required specifications.
- Sea trials shall also be conducted, as applicable, to verify the vessel's operational performance, seaworthiness, and functionality before final acceptance by PPA.
- All costs and expenses related to the inspection, testing, and sea trials, including the necessary facilities and arrangements, shall be borne by the Winning supplier at no additional cost to PPA.

X. WARRANTY

The Supplier shall provide a one (1)-year warranty covering the engines, vessel hull and structure, installed equipment, and accessories against manufacturing defects and workmanship deficiencies. The warranty shall commence on the date of final acceptance of the Survey Boat by the Philippine Ports Authority (PPA). The warranty shall cover defects arising under normal operating conditions and shall remain valid for one (1) year from the date of acceptance.

XI. TRAINING AND MANUALS

- The supplier shall provide basic operational and maintenance training for designated DSD personnel, including proper Survey Boat operation, engine operation, use of navigation and communication equipment, safety procedures, and preventive maintenance.
- The supplier shall also provide complete operation and maintenance manuals for the Survey Boat, engines, and installed equipment upon delivery.

XII. PAYMENT

Payment shall be made on a per-unit basis upon delivery, inspection, and acceptance of each unit by PPA Head Office representatives.

JON GABRIELL M. MANANSALA
Acting Manager
Administrative Services Department

H.O. - BIDS AND AWARDS COMMITTEE - PGCS
CHECKLIST OF BIDDING DOCUMENTS
SUPPLY, DELIVERY AND INSTALLATION
OF SURVEY BOAT
ABC = Php 67,000,000.00

REQUIREMENTS	SUPPLIER
I. TECHNICAL COMPONENT ENVELOPE (1 orig. and 6 copies)	
CLASS "A" DOCUMENTS	
LEGAL DOCUMENTS	
(a) Valid PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 20 of the IRR of R.A. 12009	
TECHNICAL DOCUMENTS	
(b) Statement of the 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 procurement project	
(c) Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the procurement project.	
(d) Bid Security in the prescribed form and amount in accordance with ITB Clause 16. 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	
(e) Conformity with the Technical Specifications, which may include production or delivery schedule, manpower requirements, or after-sales service or parts, if applicable	
(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, in accordance with Section 54.3 of the IRR of RA 12009	
FINANCIAL DOCUMENTS	
(g)The bidder's computation of the Net Financial Contracting Capacity (NFCC). or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.	

H.O. - BIDS AND AWARDS COMMITTEE - PGCS
CHECKLIST OF BIDDING DOCUMENTS
SUPPLY, DELIVERY AND INSTALLATION
OF SURVEY BOAT
ABC = Php 67,000,000.00

REQUIREMENTS	SUPPLIER
CLASS "B" DOCUMENTS	
(h) If applicable, 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 the following:	
a. that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful; and	
b. failure to enter into JVA in the event of a contract award shall be a ground for bid disqualification and subsequent forfeiture of the bid security.	
Other documentary requirements under RA No. 12009 (as applicable)	
(i) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipino]* 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.	
(j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.	
II FINANCIAL COMPONENT ENVELOPE	
(a) Original of duly signed and accomplished Financial Bid Form; and	
(b) Original of duly signed and accomplished Price Schedule(s).	