



HEADQUARTERS PHILIPPINE NAVY
ARMED FORCES OF THE PHILIPPINES
PHILIPPINE NAVY BIDS AND AWARDS COMMITTEE-1
Naval Station Jose Francisco, Fort Bonifacio, Taguig City

09 September 2020

Supplemental/Bid Bulletin No.3
Drydocking and Other Related Repairs of LD602
(Php 139,873,620.50)
MR-PNBAC1-2020-36

Through the recommendation by the Technical working Group for Ships/Craft Repair and Spares, the Philippine Navy Bids and Awards Committee decided to amend some provisions therein as stated below.

NR	Reference	From:	To:
1	Section III. Bid Data Sheet Clause 12.1	<p><u>Class “B” Document:</u></p> <p>(iv) If applicable, the Joint Venture Agreement (JVA) with appropriate proof of authority</p> <p>Technical Documents</p> <p>(i) Bid Security</p> <p>(ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents;</p> <p>(iii) Omnibus Sworn Statement</p> <p>Notes: In line with GPPB Resolution No. 09-2020 (Subject: Approving Measures for the Efficient Conduct of</p>	<p><u>Class “B” Document:</u></p> <p>(iv) If applicable, the Joint Venture Agreement (JVA) with appropriate proof of authority</p> <p>Technical Documents</p> <p>(i) Bid Security</p> <p>(ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents;</p> <p>(iii) Omnibus Sworn Statement with appropriate proof of authority (indicate N/A if not applicable)</p> <p>Notes: In line with GPPB Resolution No. 09-2020 (Subject: Approving</p>

	<p>Procurement Activities during a State of Calamity, or Implementation of Community Quarantine or Similar Restrictions), all documentary requirements to be submitted during SOBE that are required to be notarized may be submitted without its corresponding notarization during SOBE subject to compliance to its notarization after award of contract but before payment.</p> <p>Likewise, an Expired Business or Mayor's permit with Official Receipt of renewal application, subject to submission of the current and valid Business or Mayor's permit after award of contract but before payment.:</p> <p>(iv) If applicable, the Joint Venture Agreement (JVA) with appropriate proof of authority</p> <p>Technical Documents</p> <p>(i) Bid Security</p> <p>(ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents;</p> <p>(iii) Omnibus Sworn Statement</p> <p>Notes: In line with GPPB Resolution No. 09-2020 (Subject: Approving Measures for the Efficient Conduct of Procurement Activities during a State of Calamity, or Implementation of Community Quarantine or Similar Restrictions), all documentary requirements to be submitted during SOBE that are required to be notarized may be submitted without its corresponding notarization during SOBE subject to compliance to its notarization after award of contract but before payment.</p> <p>Likewise, an Expired Business or Mayor's permit with Official Receipt of renewal application, subject to submission of the current and valid Business or Mayor's permit after award of contract but before payment.</p>	<p>Measures for the Efficient Conduct of Procurement Activities during a State of Calamity, or Implementation of Community Quarantine or Similar Restrictions), all documentary requirements to be submitted during SOBE that are required to be notarized may be submitted without its corresponding notarization during SOBE subject to compliance to its notarization after award of contract but before payment.</p> <p>Likewise, an Expired Business or Mayor's permit with Official Receipt of renewal application, subject to submission of the current and valid Business or Mayor's permit after award of contract but before payment.:</p> <p>(iv) If applicable, the Joint Venture Agreement (JVA) with appropriate proof of authority</p> <p>Technical Documents</p> <p>(i) Bid Security</p> <p>(ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents;</p> <p>(iii) Omnibus Sworn Statement</p> <p>Notes: In line with GPPB Resolution No. 09-2020 (Subject: Approving Measures for the Efficient Conduct of Procurement Activities during a State of Calamity, or Implementation of Community Quarantine or Similar Restrictions), all documentary requirements to be submitted during SOBE that are required to be notarized may be submitted without its corresponding notarization during SOBE subject to compliance to its notarization after award of contract but before payment.</p> <p>Likewise, an Expired Business or Mayor's permit with Official Receipt of renewal application, subject to submission of the current and valid Business or Mayor's permit after award of contract but before payment.</p>
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	<p>Section V. Special Conditions of Contract Clause 10.1</p> <p>Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted by PN TIAC, with the following schedule:</p> <p>1.1 Milestone I (Supply and Delivery of Sleeves/Liners For Propulsion Shafts): Equivalent amount of the bid price minus five percent (5%) retention money upon satisfactory completion and test of actually and duly performed works under line/work items 1.</p> <p>1.2 Milestone II(Structural And Other Related Repairs): Equivalent amount of the bid price minus five percent (5%) retention money upon satisfactory completion and test of actually and duly performed works under line/work items from Nr 1-33.</p> <p>1.3 Milestone III (Drydocking,Machinery and Other Related Repairs):Equivalent amount of the bid price minus five percent (5%) retention money upon satisfactory completion and test of actually and duly performed works under line/work items fromNr34-58.</p> <p>1.4 Milestone IV(LD602 LCU-1 and LCU-2 Repairs): Equivalent amount of the bid price minus five percent (5%) retention money upon satisfactory completion and test of actually and duly performed works under line/work items from Nr59-92.</p> <p>1.5 Release of Retention Money.</p> <p>The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least five percent (5%) of the Total Contract Price, or a special bank guarantee equivalent to at least Five percent (5%) of the Total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be release after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.</p> <p>Payment must always be made in accordance to existing laws and accounting and auditing principles and procedures.</p>	<p>Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted by PN TIAC, with the following schedule:</p> <p>1.1 Milestone I (Supply and Delivery of Sleeves/Liners For Propulsion Shafts): Equivalent amount of the bid price minus five percent (5%) retention money upon satisfactory completion and test of actually and duly performed works under line/work items 1.</p> <p>1.2 Milestone II(Structural And Other Related Repairs): Equivalent amount of the bid price minus five percent (5%) retention money upon satisfactory completion and test of actually and duly performed works under line/work items from Nr 2-34.</p> <p>1.3 Milestone III (Drydocking,Machinery and Other Related Repairs):Equivalent amount of the bid price minus five percent (5%) retention money upon satisfactory completion and test of actually and duly performed works under line/work items from Nr 35-59.</p> <p>1.4 Milestone IV(LD602 LCU-1 and LCU-2 Repairs): Equivalent amount of the bid price minus five percent (5%) retention money upon satisfactory completion and test of actually and duly performed works under line/work items from Nr 60-93.</p> <p>1.5 Release of Retention Money.</p> <p>The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least five percent (5%) of the Total Contract Price, or a special bank guarantee equivalent to at least Five percent (5%) of the Total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be release after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.</p> <p>Payment must always be made in accordance to existing laws and accounting and auditing principles and procedures.</p>
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	<p>One (1) year warranty after issuance of the Certificate of Final Acceptance.</p> <p>The one-year warranty period shall be reckoned from the date of issuance of the certificate of final acceptance. However, if the same defects occurred for two (2) consecutive times within the warranty period on a particular part/item and its attendant part, the warranty period shall be automatically extended for a period of six (6) months after the expiration of the original warranty period.</p> <p>Moreover, if the reworks have not been satisfactorily corrected before the expiration of the warranty period whether first or second rework, the warranty period shall also be automatically extended for another six (6) months from the date of acceptance of the Quality Assurance Report (QRA) to be rendered by the Supplier. Furthermore, the warranty for any major overhauling and repairs of machineries shall be one year from the date of acceptance or until such machineries or equipment has accumulated 1,000 running hours whichever comes later.</p> <p>The period for correction of defects in the warranty period is fifteen (15) calendar days from the receipt of Contractor of the Notice of Defect.</p>	<p>One (1) year warranty after issuance of the Certificate of Final Acceptance.</p> <p>The one-year warranty period shall be reckoned from the date of issuance of the certificate of final acceptance of the Whole Project. However, if the same defects occurred for two (2) consecutive times within the warranty period on a particular part/item and its attendant part, the warranty period shall be automatically extended for a period of six (6) months after the expiration of the original warranty period.</p> <p>Moreover, if the reworks have not been satisfactorily corrected before the expiration of the warranty period whether first or second rework, the warranty period shall also be automatically extended for another six (6) months from the date of acceptance of the Quality Assurance Report (QRA) to be rendered by the Supplier. Furthermore, the warranty for any major overhauling and repairs of machineries shall be one year from the date of acceptance or until such machineries or equipment has accumulated 1,000 running hours whichever comes later.</p> <p>The period for correction of defects in the warranty period is fifteen (15) calendar days from the receipt of Contractor of the Notice of Defect.</p>
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**Section V.
Special
Conditions
of Contract
Clause 17.4**

2	<p>Section VI. Special Conditions of the Contract</p> <p>Clause 6.2</p>	<p style="text-align: center;">...</p> <p>Spare Parts</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. such spare parts as the PROCURING ENTITY may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> a. advance notification to the PROCURING ENTITY of the pending termination, in sufficient time to permit the PROCURING ENTITY to procure needed requirements; b. following such termination, furnishing at no cost to the PROCURING ENTITY, the drawings and specifications of the spare parts, if requested. 3. for Delivery of parts and materials for machineries and equipment, the proponent must submit to the Authorized Representative of the HOPE and to the PN Technical Inspection and Acceptance Committee (TIAC) upon delivery and/or prior to the installation thereof the Certificate of Origin, Certificate of Warranty, and any of the following documents <ul style="list-style-type: none"> • OEM Certificate • Certificate of Conformity • Authentic Sales Invoice/Official Receipt/ Bill of Lading/Import Documents authenticated by Bureau of Customs. 4. In cases of replacement parts or new part numbers, it shall be accompanied with corresponding Service Bulletin from the OEM or other proof. <p style="text-align: center;">...</p>	<p style="text-align: center;">...</p> <p>Spare Parts</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. such spare parts as the PROCURING ENTITY may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> a. advance notification to the PROCURING ENTITY of the pending termination, in sufficient time to permit the PROCURING ENTITY to procure needed requirements; b. following such termination, furnishing at no cost to the PROCURING ENTITY, the drawings and specifications of the spare parts, if requested. 3. for Delivery of parts and materials for machineries and equipment, the proponent must submit to the Authorized Representative of the HOPE and to the PN Technical Inspection and Acceptance Committee (TIAC) upon delivery and/or prior to the installation thereof the Certificate of Origin, Certificate of Warranty, and any of the following documents <ul style="list-style-type: none"> • OEM Certificate • Certificate of Conformity • Authentic Sales Invoice/Official Receipt/ Bill of Lading/Import Documents authenticated by Bureau of Customs. 4. In cases of replacement parts or new part numbers, it shall be accompanied with corresponding Service Bulletin from the OEM or other proof. 5. All materials to be delivered shall be new and of the best quality as per internationally accepted standards and the materials, shall conform in specifications to those originally installed in the vessel. All steel plates to be
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			delivered shall be ASTM A131, ABS grade or its equivalent and the Supplier shall furnish MIL Certificates to the PN for its approval.
3	Section VIII. Bidding Forms	<p><u>POST QUALIFICATION ADDITIONAL REQUIREMENTS</u></p> <p>Within Five (5) calendar days from receipt by the bidder of the Verbal or Written Notice from the PNBAC that the bidder has the Lowest Calculated Bid, the bidder shall submit the following documentary requirements to the PNBAC Secretariat:</p> <ul style="list-style-type: none"> i. Latest Income and Business Tax Returns filed through Electronic Filing and Payment System (EFPS); ii. Current and Valid PHILGEPS (Platinum) Certificate of the proponent/s; iii. Existing, current and valid Class “A” documents iv. Organizational Chart; v. List of Contractor’s Personnel; vi. List of Contractor’s Equipment; vii. Project Gantt Chart indicating the Manpower Deployment; viii. MARINA License for Ship Building and Ship Repair (SBSR) with Class A Category; ix. <i>Original Equipment Manufacturer (OEM) Certification or in its absence, Notarized Certification from the proponent that it will ensure to deliver genuine and original spare parts for the following work items;</i> <ul style="list-style-type: none"> a. <i>For Item Nr 27. REPLACEMENT OF ANODES OF MARINE GROWTH PREVENTION SYSTEM (MGPS):</i> b. <i>For Item Nr 35. SERVICING OF ALL HYDRAULIC POWER UNIT (HPU) PUMPS OF MAIN PROPULSON DIESEL ENGINE</i> x. <i>Notarized Certification/Undertaking re OEM, Timelines and Material Build-Up (Form I.B.1of Section VIII-Bidding Forms must be used)</i> xi. <i>Certificate of General Performance Evaluation issued by ALL the company which the bidder has completed a similar contract [in accordance with ITB 5.4.(c)] for the past year with an amount equivalent to at least 50% of this project’s ABC. Such Certificate must have</i> 	(deleted)

a rating of at least VERY SATISFACTORY (Form I.B.5 of Section VIII-Bidding Forms).

- xii. *Certificate of Shipboard Inspection stating that the proponent has thoroughly inspected the items to be repaired on the vessel to be Issued by the Commanding Officer/Engineering Officer/Authorized Representative of LD602 or if LD602 is not available for inspection, Certificate of Shipboard Inspection of Similar Vessel to be issued by MRO, SAF.*

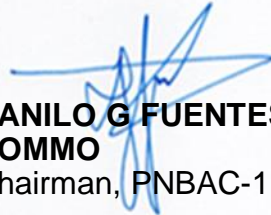
**LT JOHN CARLO T ESTRADA PN
Maintenance and Repair Officer, SAF
Contact Nr. 09175402011**

- xiii. Other supporting permits, appropriate Board Resolution, documents *etc.*, that will support the veracity of technical/eligibility documents presented during the Submission and Opening of Bid Envelopes (SOBE).

Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.

Failure to submit the above requirements on time or a finding against the veracity of such shall be grounds for disqualification of the bidder and the subsequent forfeiture of the bid security.

This Supplemental /Bid Bulletin shall be considered an integral part of the Bidding Documents.


DANILO G FUENTES JR
COMMO PN
Chairman, PNBAC-1