

**REPUBLIC OF THE PHILIPPINES  
PAMANTASAN NG LUNGSOD NG MAYNILA  
(UNIVERSITY OF THE CITY OF MANILA)  
INTRAMUROS, MANILA**

# **Procurement of**

**“SUPPLY AND INSTALLATION OF  
EARTHQUAKE RECORDING  
INSTRUMENT”**

**2021-I-22**

**PLM-Bids and Awards Committee**

**PBD Sixth Edition**

# Section I. Invitation to Bid

**PAMANTASAN NG LUNGSOD NG MAYNILA**  
*(University of the City of Manila)*  
*Intramuros, Manila*

## Invitation to Bid for “Supply and Installation of Earthquake Recording Instrument”

1. The *Pamantasan ng Lungsod ng Maynila (PLM)*, through the *PLM’s Corporate Budget for the contract approved by the Board of Regents for CY 2021* intends to apply the sum of **One Million Five Hundred Thousand Pesos (PhP1,500,000.00) only** being the Approved Budget for the Contract (ABC) to payments under the contract for *Supply and Installation of Earthquake Recording Instrument / 2021-I-22*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Pamantasan ng Lungsod ng Maynila (PLM)* now invites bids for the above Procurement Project. Completion of the Works is required **Sixty (60) Calendar Days from the date of receipt of Notice to Proceed (NTP)**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *Pamantasan ng Lungsod ng Maynila (PLM)* and inspect the Bidding Documents at the address given below from **Monday to Friday, 8:00 a.m. to 5:00 p.m.**
5. A complete set of Bidding Documents may be acquired by interested bidders on **20 September 2021 to 13 October 2021** from given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Three Thousand Pesos (PhP3,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **in person or through electronic mail**.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

Prospective bidders may pay the bidding documents thru bank deposit or fund transfer to Landbank of the Philippines – DOLE Branch.

Account Name : **Pamantasan ng Lungsod ng Maynila**  
Current Account No : **2472-1006-56**

E-mail the scanned copy of deposit slip/online transaction slip or fund transfer confirmation (duly validated by LBP) to **payonline@plm.edu.ph** and **procurement@plm.edu.ph** and state in the body of e-mail the following details:

Purpose : \_\_\_\_\_  
 Project Title : \_\_\_\_\_  
 Company Name : \_\_\_\_\_  
 Complete Name of Payee : \_\_\_\_\_  
 Date of Payment : \_\_\_\_\_  
 Total Amount of Payment : \_\_\_\_\_

6. The ***Pamantasan ng Lungsod ng Maynila (PLM)*** will hold a Pre-Bid Conference on ***29 September 2021 (Wednesday) at 2:00 p.m.*** at ***Pamantasan ng Lungsod ng Maynila, Procurement Office, Ground Floor Gusaling Villegas General Luna corner Muralla Streets, Intramuros, Manila*** and/or through videoconferencing/webcasting *via Zoom [Bidder shall request for the Zoom ID and Password through (e-mail) a day before the scheduled Conference]*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address as indicated below or (ii) online or electronic submission as indicated below on or before ***13 October 2021 (Wednesday), 2:00 pm.*** 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 16.
9. Bid opening shall be on ***13 October 2021 (Wednesday), 2:00 pm.*** at the given address below ***Pamantasan ng Lungsod ng Maynila, Procurement Office, Ground Floor Gusaling Villegas General Luna corner Muralla Streets, Intramuros, Manila*** and/or through ***submitbid@plm.edu.ph***. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bidders shall submit their physical bids through their duly authorized representative using the forms specified in the Bidding Documents a sealed bid envelope. Each bidder shall submit One (1) Original and Two (2) Copies of the first and second components of its bid, or two (2) password-protected Bidding Documents in compressed archive folders, in case of electronic submission, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under clause 10 of the Instruction to Bidders, and the second shall contain the financial component of the bid following Clause 11 of the Instructions to Bidders of the Bidding Documents.

Note: *Please refer to the last page of this bidding document for guidance on Procedure on payment, electronic submission and opening of bids.*

11. The ***Pamantasan ng Lungsod ng Maynila (PLM)*** 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

The ***Pamantasan ng Lungsod ng Maynila (PLM)*** warns the public/bidders of unscrupulous individuals and groups posing as officers/employees of the PLM soliciting money, gifts, favors or benefits for alleged aid for whatever purpose. **DO NOT GIVE** anything to these unscrupulous individuals and groups. The PLM thus enjoins the cooperation of the public/bidders to report these individuals/groups to the PLM-Bids and Awards Committee and BAC Secretariat.

12. For further information, please refer to:

Contact Name : **ATTY. PRINCESS CARESSA V. PEREZ**  
**MR. RON MARR P. EVANGELISTA**  
PLM-BAC Secretariat Head/ Project Coordinator  
**Procurement Office**  
**Pamantasan ng Lungsod ng Maynila,**  
**Ground Floor, Gusaling Villegas,**  
**Gen. Luna corner Muralla Streets, Intramuros, Manila**

Telefax No. : **(02) 8528-4592**  
e-mail : **procurement@plm.edu.ph**  
Addresses : **rmpevangelista@plm.edu.ph**  
Website : **www.plm.edu.ph**

13. You may visit the following websites:

For downloading of Bidding Documents : **www.plm.edu.ph**  
For online bid submission : **submitbid@plm.edu.ph**

Date of Issue: **September 20, 2021**

*(Original Copy Signed)*  
**ATTY. CARLO FLORENDO C. CASTRO**  
PLM-BAC Chairperson

## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, *Pamantasan ng Lungsod ng Maynila* invites Bids for the “***Supply and Installation of Earthquake Recording Instrument***”, with Project Identification Number *2021-I-22*.

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications/Terms of Reference).

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for *CY 2021* in the amount of ***One Million Five Hundred Thousand Pesos (PhP1,500,000.00)***.

2.2. The source of funding is:

GOCC and GFIs, the Corporate Operating Budget.

### **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 Manual 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 invitation to bid 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 inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) 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, Coercive, and Obstructive Practices**

The Procuring Entity, as well as the Bidders and Contractors, 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. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

## **6. Origin of Associated 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.

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

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 *Pamantasan ng Lungsod ng Maynila, Procurement Office, Ground Floor Gusaling Villegas General Luna corner Muralla Streets, Intramuros, Manila* and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents Comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. 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. 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.

- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

## **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 IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. 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. Alternative Bids**

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

## **13. Bid Prices**

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

## **14. Bid and Payment Currencies**

- 14.1. 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.

14.2. *Payment of the contract price shall be made in:*

**a. Philippine Pesos.**

**15. Bid Security**

15.1. 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**.

15.2. The Bid and bid security shall be valid until *120 calendar days from the date of bid opening*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

**16. 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 to the given website 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.

**17. Deadline for Submission of Bids**

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

**18. Opening and Preliminary Examination of Bids**

18.1. 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.

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

**19. Detailed Evaluation and Comparison of Bids**

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.



- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

## **20. Post Qualification**

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**

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p><i>Supply and Installation of all labor, supervision, equipment, and materials for a <b>Earthquake Recording Instrument</b> project.</i></p>
7.1	<i>Subcontracting is not allowed.</i>
10.3	<p>The Contractor shall possess a Philippine Contractors Accreditation Board (PCAB) license with <b>at least Category D</b>.</p> <p>The Contractor shall perform all work in accordance with all conditions stipulated in the contract. If a bidder/contractor will participate in the bidding individually, a contractor's Individual PCAB License must be submitted pursuant to Section 37 of RA 4566. If several bidders/contractors will participate in the bidding as a Joint Venture, a Joint PCAB License must be submitted pursuant to Section 38 of RA 4566.</p> <p>On Section 23.1 of the Technical Documents, par. vi) of RIRR of RA 9184: “In case of procurement of Infrastructure Projects, a valid PCAB License or Special PCAB License in case of Joint Venture, and registration for the type and cost of the contract to be bid”.</p> <p>Note:</p> <p>Submission of application together with the Official Receipt (OR) as a proof that the bidder has applied for PCAB License for Joint Venture and Special PCAB is allowed during the Opening of Bids, provided that the Special PCAB License shall be submitted as a Post-Qualification requirement.</p>
10.4	<p>Minimum expertise and qualification of Professional and Technical personnel to handle the project:</p> <ol style="list-style-type: none"> <li>1 <b>Project – In-Charge</b> Should be a Registered Civil/Structural engineer with experience in engineering works and design analysis</li> <li>2 <b>Foreman</b> With at least 3 years work experience in construction work or Installation of ERI</li> <li>3 <b>Safety Officer</b> Must be a Certified Safety Officer with at least five (5) years of experience as Safety Officer.</li> <li>4 <b>Skilled Electrician/Technician/Installer</b> Must be a highly trained electrician/technician with at least 3 years minimum experience in their field of expertise</li> </ol>
10.5	<p>Minor Tools and Equipment for the project:</p> <ol style="list-style-type: none"> <li>1 PPE</li> <li>2 Long nose</li> <li>3 Diagonal</li> <li>4 Wire stripper</li> </ol>

	<p>5 Side cutting</p> <p>6 Side cutting</p> <p>7 Phillip screw driver</p> <p>8 Electric Drill</p> <p>9 Multi-tester and other testing devices</p> <p>10 Tape measure</p> <p>11 Ladder</p> <p>12 Hand Drill etc.</p>
12.	No further instructions.
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than <b><i>PhP30,000.00</i></b> [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <b><i>PhP75,000.00</i></b> [five percent (5%) of ABC] if bid security is in Surety Bond.</p>
19.2	Partial bid is not allowed. The infrastructure project is packaged in a <b><i>single lot</i></b> and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20	<p>A. Required to submit within non-extendible period of five (5) calendar days from receipt of notice the following documents:</p> <ol style="list-style-type: none"> <li>1. Latest income tax return filed through the Electronic Filing and Payment System (EFPS) from the preceding year and the business tax returns filed monthly within the last six (6) months preceding the date of bid submission and opening;</li> <li>2. Certificate of Registration – VAT/NON- VAT; and</li> <li>3. Valid and Updated General Information Sheet (GIS).</li> </ol>
21	<ul style="list-style-type: none"> <li>• <i>Construction schedule/S-curve/Gantt Chart,</i></li> <li>• <i>Manpower schedule;</i></li> <li>• <i>Construction Methodology (from preparation and issuance of As-Built Plans)</i></li> <li>• <i>Approved Construction Plans</i></li> <li>• <i>Construction safety and health program approved by the Department of Labor and Employment</i></li> </ul>

## ***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.

### **2. Sectional Completion of Works**

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

### **3. Possession of Site**

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

### **4. The Contractor's Obligations**

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

### **5. Performance Security**

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both

parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **6. Site Investigation Reports**

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.

## **7. Warranty**

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

## **8. Liability of the Contractor**

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

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

## **9. Termination for Other Causes**

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

## **10. Dayworks**

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

## **11. Program of Work**

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements,

order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

## **12. Instructions, Inspections and Audits**

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

## **13. Advance Payment**

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

## **14. Progress Payments**

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

## **15. Operating and Maintenance Manuals**

- 15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

## *Section V. Special Conditions of Contract*



# Special Conditions of Contract

GCC Clause	
2	<p>The <b>Intended Completion Date</b> is <i>Sixty (60) Calendar Days from the date of receipt of Notice to Proceed (NTP)</i>.</p> <p><b>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</b></p>
4.1	<p><i>The Pamantasan ng Lungsod ng Maynila shall give possession of all parts of the Site to the Contractor on the Start Date.</i></p>
6	<p>The site investigation reports are <i>required</i>. <i>Prospective Bidders are required to conduct site inspection. This is to ensure the reliability, security and efficiency of the required services that the contractor shall perform.</i></p> <p><b>Note: Prospective Bidders shall secure a Certificate of Site Inspection from PFMO c/o Engr. Vina G. Mundala.</b></p>
7.2	<p>The warranty against structural defects/failures shall be determined based on applicable and appropriate laws/rules/regulations of the government and not only limited to the following guides:</p> <ul style="list-style-type: none"> <li>a. <i>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: <b>Fifteen (15) years.</b></i></li> <li>b. <i>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: <b>Five (5) years.</b></i></li> <li>c. <i>In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures: <b>Two (2) years.</b></i></li> </ul>
10	<p>Dayworks are applicable at the rate shown in the Contractor's original Bid.</p>
11.1	<p>The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>ten (10) calendar days of delivery of the Notice of Award</i>.</p>
11.2	<p>The amount to be withheld for late submission of an updated Program of Work is <b><i>one-tenth (1/10) of one percent (1%) of the current progress billing for every day of delay.</i></b></p>
13	<p>The amount of the advance payment is <i>shall not exceed 15% of the total contract price and schedule of payment.</i></p>
14	<p><i>Progress Payments</i></p>

	<i>Particulars</i>	<i>Percentage of Contract Amount</i>
	<i>Mobilization</i>	<i>15%</i>
	<i>1st PROGRESS BILLING (Based on actual accomplishment)</i>	<i>50%</i>
	<i>2nd PROGRESS BILLING (Based on actual accomplishment)</i>	<i>80%</i>
	<i>FINAL BILLING</i>	<i>100%</i>
	<i>Materials and equipment delivered on the site but not completely put in place shall be included for payment.</i>	
15.1	The date by which operating, and maintenance manuals are required is <i>not later than <b>thirty (30) calendar days</b> prior to conducting the acceptance test.</i>	
	The date by which “as built” drawings are required is <i><b>thirty (30) calendar days</b> upon the project completion</i>	
15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i><b>five percent (5%)</b> of the Contract Price or the non-issuance of the Retention Money.</i>	

## *Section VI. Specifications*

### I. Project Title

SUPPLY AND INSTALLATION OF EARTHQUAKE RECORDING INSTRUMENT

### II. Objectives

- To serve as additional safety monitoring device for Gusaling Lacson
- In compliance with the requirements of the Office of the Building Official (OBO) as mandated in the National Building Code Development Office (NBCDO) Memorandum Circular No.1, series of 2015 of DPWH

### III. Standard Specifications

- A. Must conform with the minimum standard specifications stated in the GUIDELINES AND IMPLEMENTING RULES ON EARTHQUAKE RECORDING INSTRUMENTATIONS FOR BUILDINGS as mandated by NBCDO Memorandum Circular o1 series of 2015 of DPWH

<b>ACCELEROGRAPH</b>	<ul style="list-style-type: none"> <li>○ Seismic Qualified as tested by International Testing Laboratory</li> <li>○ Equipped with fault detection</li> <li>○ Provide real time information ( visual &amp; audio ) during an earthquake vent</li> <li>○ Store Seismic Activity Information as gathered by the Accelerometer</li> <li>○ Equipped with battery back up power to ensure continuous operation during a power fluctuation.</li> </ul> <p><b>Where applicable, it may include:</b></p> <ul style="list-style-type: none"> <li>○ <b>Minimum design life:</b> 10 years and should be demonstrated and certified to have a 40,000-hour (minimum) mean time between failures</li> <li>○ Minimum of three components (vertical, longitudinal and transverse)</li> <li>○ <b>Natural Frequency:</b> Above 50 HZ</li> <li>○ <b>Damping:</b> Approximately 60-70 percent critical</li> <li>○ <b>Sensitivity:</b> 2g</li> <li>○ <b>Bandwidth:</b> DC to 100 HZ</li> <li>○ <b>Environment :</b> IP67</li> </ul>
<b>RECORDING</b>	<ul style="list-style-type: none"> <li>○ <b>Sampling Frequency:</b> Minimum 100 samples per second</li> <li>○ <b>Time:</b> from at least 20 seconds before the ground shaking begins until 30 seconds after the last triggering level motion</li> <li>○ <b>RMS Noise:</b> shall be less than 40ug measured over 0-30HZ</li> <li>○ <b>Media:</b> Memory Card</li> <li>○ <b>ADC Resolution:</b> at least 16 bits</li> <li>○ <b>Continuous recording:</b> Capable of continuous recording</li> <li>○ <b>AD Converter:</b> 16 bits</li> </ul>

<b>TIMING</b>	<ul style="list-style-type: none"> <li>○ <b>Interval:</b> half a second or less</li> <li>○ <b>Accuracy:</b> Plus or Minus 0.2 second per 100 seconds</li> <li>○ <b>Type:</b> GPS OR NTP</li> </ul>
<b>TRIGGERING (As Applicable)</b>	<ul style="list-style-type: none"> <li>○ <b>Method:</b> Pendulum or other device using earthquake motion as an exciting force</li> <li>○ <b>Level:</b> 0.5 to 100 gals</li> <li>○ <b>Nominal velocitimeter:</b> 5µm/s to 1mm/s</li> <li>○ <b>Triggering time:</b> Full operation of accelerograph/velocity in not over 0.1 second after activation.</li> </ul>
<b>Power</b>	<ul style="list-style-type: none"> <li>○ Battery maintained by charger</li> </ul>
<b>COMMUNICATION</b>	<ul style="list-style-type: none"> <li>○ <b>Ethernet:</b> 10 base-T or 100 base TX</li> <li>○ <b>Protocol:</b> TCP/IP FTP/SFTP</li> </ul>

B. Record - To maintain continuous recording of data, a media for recording must be used at all times.

C. Battery Inspection – The accelerograph shall be tested with any charge device disconnected from an electric power source.

**IV. System Description**

- a. The system must be 100% compliant to the minimum requirements stated in the National Structural code of the Philippines (NSCP) particularly Section 105.2 and to Guidelines and Implementing Rules on earthquake recording instruments for buildings as mandated BY NCBDO Memo circular 01, series of 2015 DPWH.

Signature	Over	Printed	Name
Date: _____			

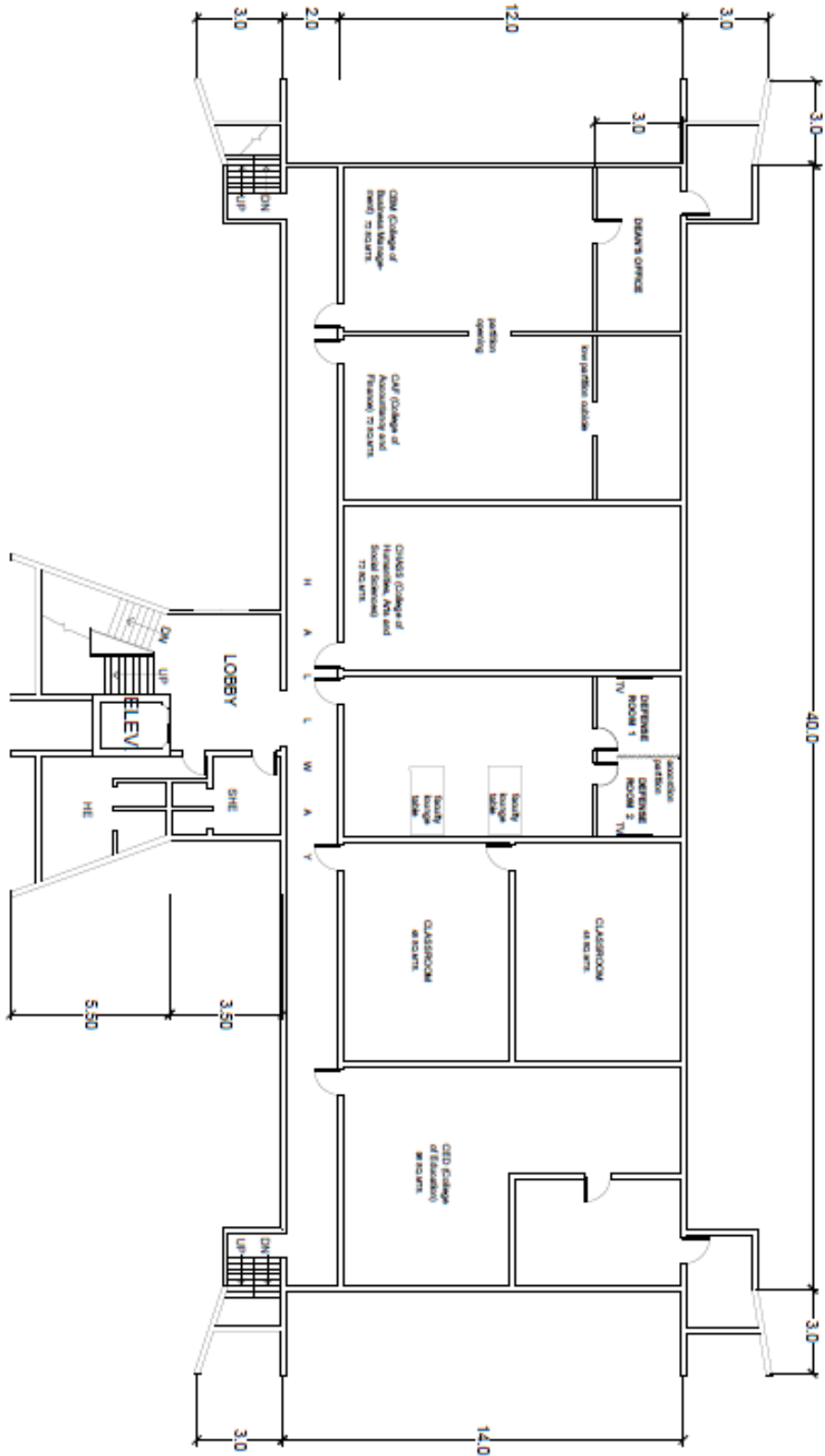
## SCOPE OF WORKS

1. The contractor must conduct ocular or site survey to check the actual site condition for the needed details in the implementation of the project.
2. Processing of all necessary permits and certificate of installation of earthquake recording instrumentation/ Certificate of Annual Building Inspection from the office of the Building Official
3. Mobilization and Demobilization
4. Supply, delivery, and installation of earthquake recording instrumentation device
5. The actual location of the device must be recommended by the structural engineer and to be verified and confirmed by the OBO.
6. The actual installation of the instrument shall be under the supervision of the certified civil/structural Engineer
7. Ethernet and alarm cabling including required standard conduits from the ERI device to the monitoring room to be located at the University Security Office.
8. Complete set up and Installation of ERI station at the University Security Office
9. Electrical power supply
10. Complete ERI system interface
11. Testing and Commissioning
  - a. The device should be tested to ensure that the system is in good operational condition and for proper functioning of all operational features
  - b. Only test equipment from the company with international testing certification shall be allowed to make the testing
12. Coordinate with DPWH central office or Data center designated by the DPWH for the data storage
13. Conduct site training/seminar to authorized PLM technical personnel including but not limited to
  - a. System Operation
  - b. Data transmission
  - c. Alarm programming
  
14. As built plan (2 sets)

Signature _____	Over _____	Printed _____	Name _____
Date: _____			



# SECOND FLOOR



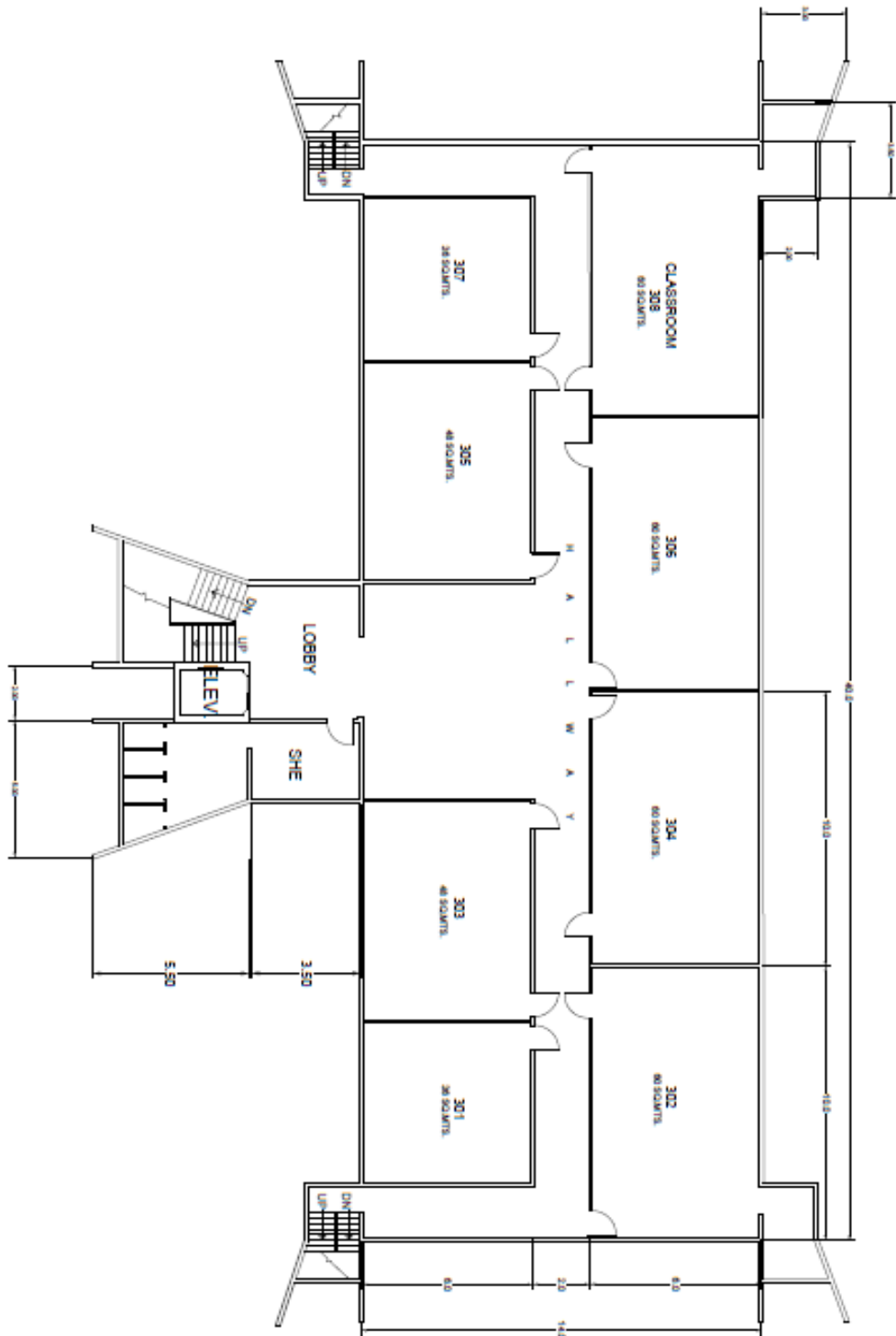
**SECOND FLOOR PLAN (GUSALING LACSON)**  
SCALE: 1:100 METERS



**PAMANTASAN NG LUNGSOD NG MAYNILA**  
 PHYSICAL FACILITIES MANAGEMENT OFFICE  
 DEAN/DR. JENIE TOA JOYANTA  
 OFFICE: 2ND FLOOR, LUNGSOD  
 CITY CENTER BLDG. 2ND

Signature _____	Over _____	Printed _____	Name _____
Date: _____			

# THIRD FLOOR



**THIRD FLOOR PLAN (GUSALING LACSON)**  
SCALE: 1:100 METERS

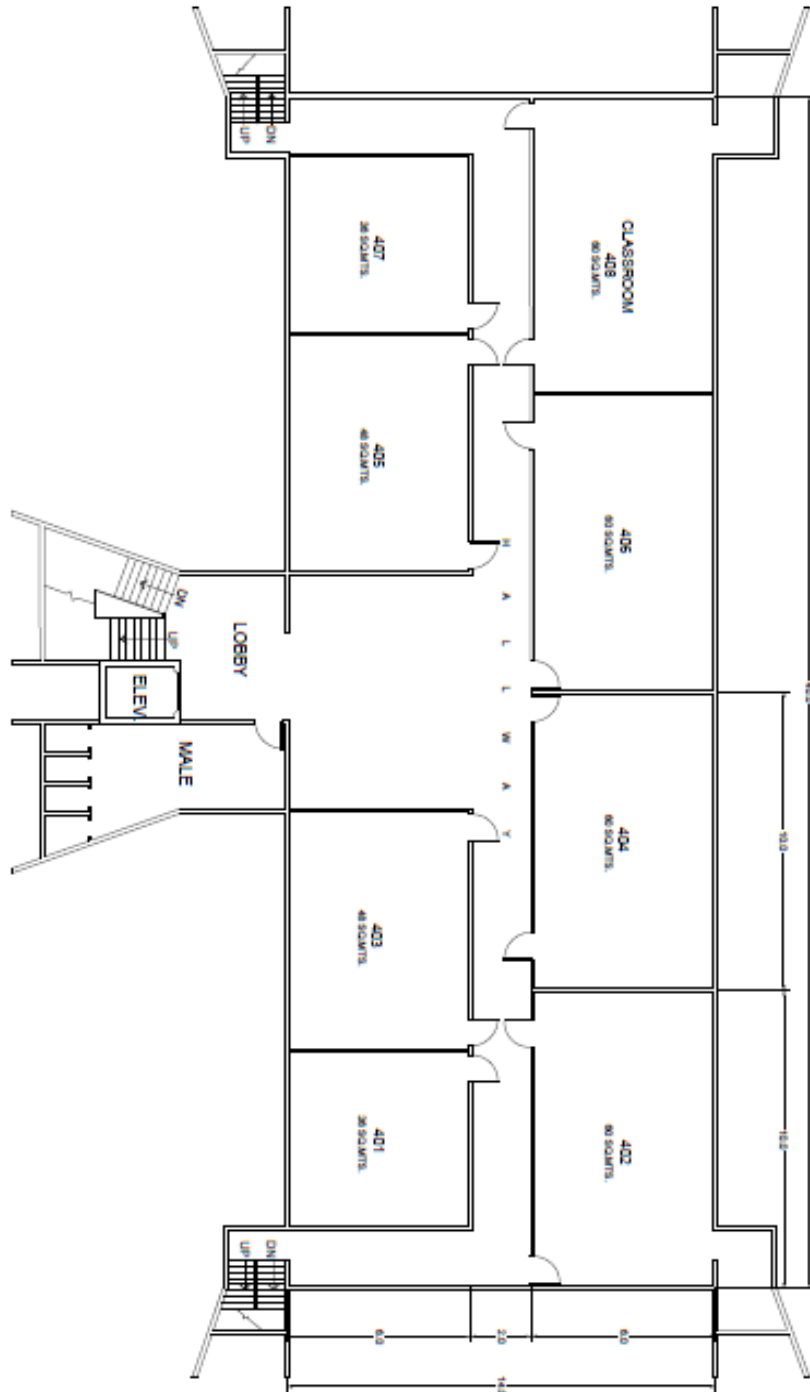


PAANANTYASAN NG LINGGOD NG MAYNILA  
PHYSICAL FACILITIES MANAGEMENT OFFICE  
MARINA ALON, MARINA ALON  
CORPORATE CENTER, MARINA ALON  
CITY, MARINA ALON CITY

Signature \_\_\_\_\_ Over \_\_\_\_\_ Printed \_\_\_\_\_ Name \_\_\_\_\_  
Date: \_\_\_\_\_



# FOURTH FLOOR



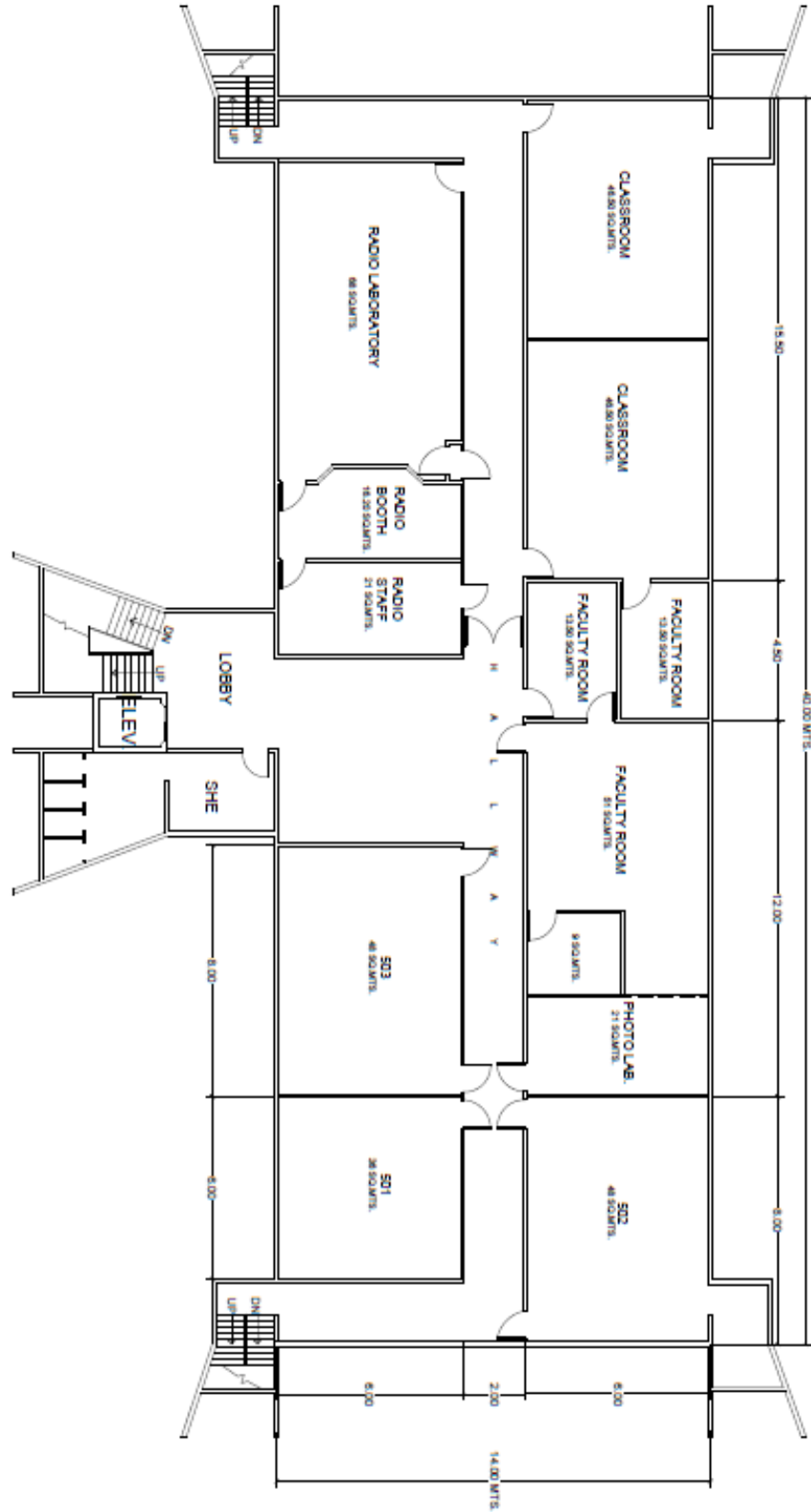
**FOURTH FLOOR PLAN (GUSALING LACSON)**  
SCALE: 1:100 METERS



PANANTASAN NG LUNGSOD NG MARIKINA  
PHYSICAL FACILITIES MANAGEMENT OFFICE  
DIVISION OFFICE - MARIKINA CITY  
CENTRAL BANGSA AVENUE, LUNGA  
MARIKINA CITY

Signature \_\_\_\_\_ Over \_\_\_\_\_ Printed \_\_\_\_\_ Name \_\_\_\_\_  
Date: \_\_\_\_\_

# FIFTH FLOOR



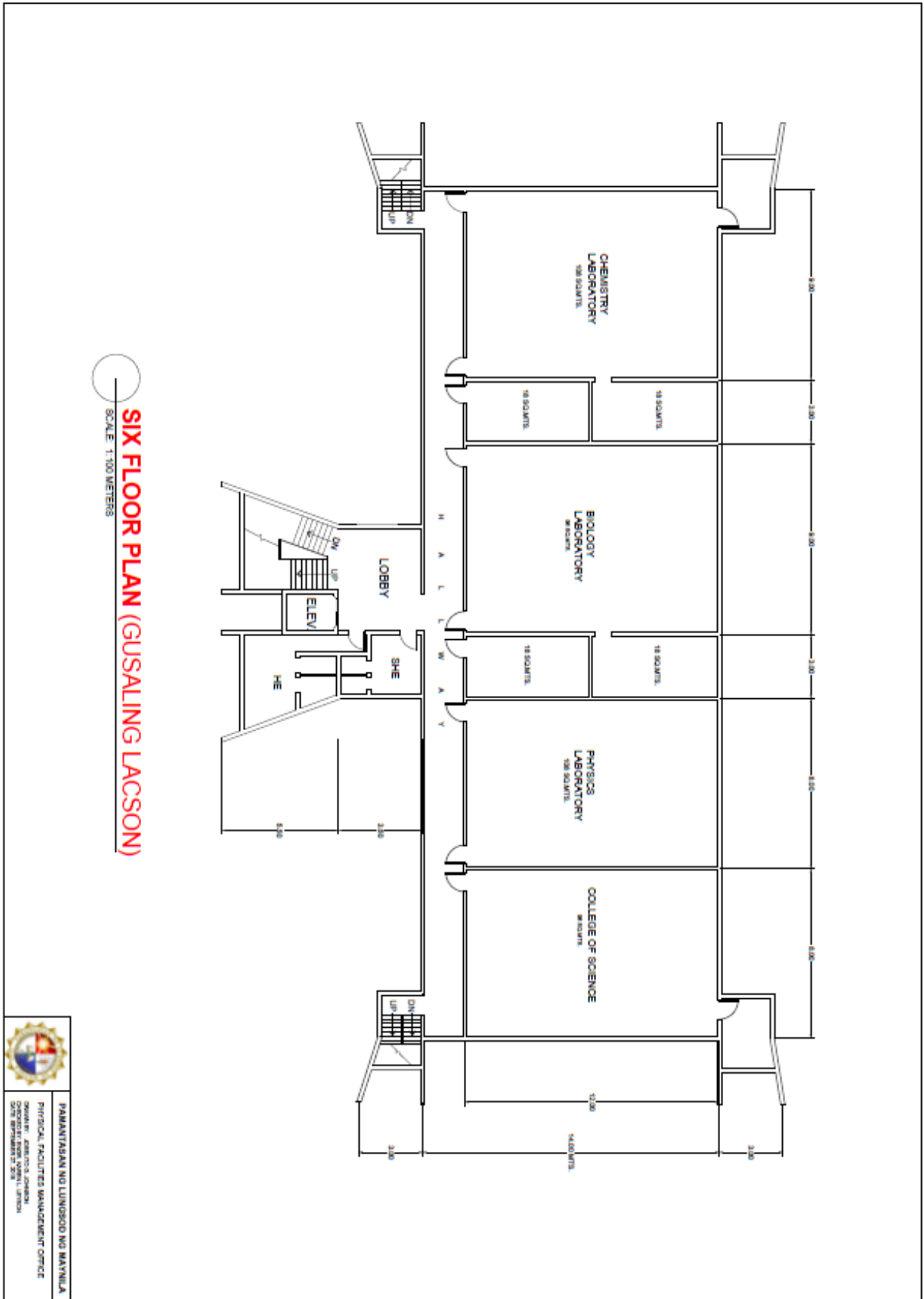
**FIFTH FLOOR PLAN (GUSALING LACSON)**  
SCALE: 1:100 METERS



PAMANTASAN NG LUNGSOD NG MAYNILA  
PHYSICAL FACILITIES MANAGEMENT OFFICE  
GENERAL ADMINISTRATIVE SERVICES  
CONCEPT BY: ARNOLD G. LACSON  
DATE: SEPTEMBER 27, 2018

Signature \_\_\_\_\_ Over \_\_\_\_\_ Printed \_\_\_\_\_ Name \_\_\_\_\_  
Date: \_\_\_\_\_

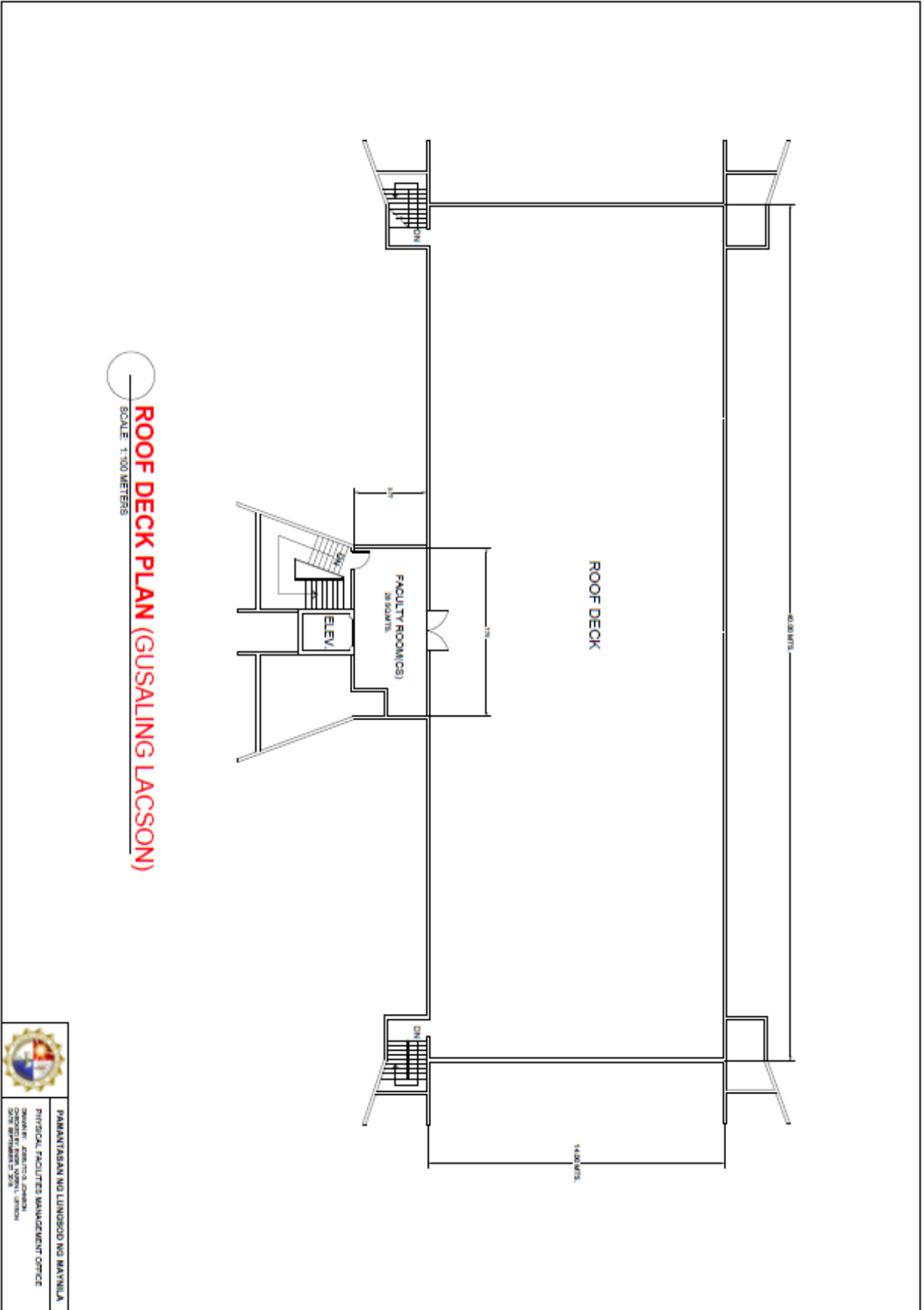
# SIXTH FLOOR





**PAMANTANGIAN NG LUNGSOD NG MAYNILA**  
 PHYSICAL FACILITIES MANAGEMENT OFFICE  
 DRAWN BY: JEROME S. JOHNSON  
 CHECKED BY: JERRY L. LITTON  
 DATE: SEPTEMBER 2011

Signature \_\_\_\_\_ Over \_\_\_\_\_ Printed \_\_\_\_\_ Name \_\_\_\_\_  
 Date: \_\_\_\_\_

# ROOFDECK



	PAMANTAYAN NG LUNGSOD NG MARIKINA PHYSICAL FACILITIES MANAGEMENT OFFICE
	DIVISION OFFICER: JOSE LUIS S. JOYANON SUPERVISOR: RENE MARCEL LITTON CITY ENGINEER: JENY

Signature _____	Over _____	Printed _____	Name _____
Date: _____			

## *Section VIII. Bill of Quantities*

Lot No.	Unit of Issue	Item Description	Total Price
1	Lot	Supply and Installation of Earthquake Recording Equipment. <i>Please refer to the Terms of Reference / Scope of Work and Drawings</i> Completion: Sixty (60) Calendar Days from the Receipt of Notice to Proceed (NTP).	

Signature	Over	Printed	Name
Date: _____			

# ***Section IX. 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);  
**or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;  
**and**
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

##### **Technical Documents**

- (e) 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**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (g) Philippine Contractors Accreditation Board (PCAB) License;  
**or**  
Special PCAB License in case of Joint Ventures;  
**and** registration for the type and cost of the contract to be bid; **and**
- (h) 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**
- (i) Project Requirements, which shall include the following:
  - a. Organizational chart for the contract to be bid;
  - b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
  - c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney

of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

***Class "B" Documents***

- (m) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

- (n) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

- (o) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (p) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (q) Cash Flow by Quarter.

# Procedure for Electronic Submission and Opening of Bids

## Process:

### PURCHASE

1. Upon purchase of bid documents, bidders will provide an official email address they will use to send their electronic bids
2. Prospective bidders may pay the bidding documents thru bank deposit or fund transfer to Landbank of the Philippines – DOLE Branch.

Account Name: **PAMANTASAN NG LUNGSOD NG MAYNILA**  
Current Account No.: **2472-1006-56**

E-mail the scanned copy of deposit slip/online transaction slip or fund transfer confirmation (duly validated by LBP) to [payonline@plm.edu.ph](mailto:payonline@plm.edu.ph) and [procurement@plm.edu.ph](mailto:procurement@plm.edu.ph) and state in the body of email the following details. Purpose: Payment for Bidding Documents

Project Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Complete Name of Payee: \_\_\_\_\_  
Date of Payment: \_\_\_\_\_  
Total Amount of Payment: \_\_\_\_\_

### SUBMISSION

1. Bidders will send two (2) emails (each email to be less than or equal to 25Mb only – bidders will do necessary file conversions to lessen file size)
  - a. 1<sup>st</sup> Email should contain all Eligibility and Technical Components
    - **E-mail Subject Format:**<Contract Reference Number><First Two Words of Company Name><Eligibility and Technical Components>
    - **Attachment:** One (1) password protected archive Zip folder

**Zip Folder Contents:** Password Protected PDF copy of Eligibility and Technical Components

**PDF File Name Format:** <Contract Reference Number>\_<First Two Words of Company Name>\_<Eligibility and Technical Components>  
(Note: use underscore instead of spaces in File Names)
  - b. 2<sup>nd</sup> E-mail should contain Financial Component
    - **E-mail Subject Format:**<Contract Reference Number><First Two Words of Company Name><Financial Components>
    - **Attachment:** One (1) password protected archive Zip folder

**Contents:** Password Protected PDF copy of Financial Components

**PDF File Name Format:**<Contract Reference Number>\_<First Two Words of Company Name>\_<Financial Components>(Note: use underscore instead of spaces in File Names)



2. Bidders shall send their bids to [submitbid@plm.edu.ph](mailto:submitbid@plm.edu.ph) which will send automatic acknowledgement of receipt
  - a. If bidders failed to receive acknowledgement, please e-mail us at [procurement@plm.edu.ph](mailto:procurement@plm.edu.ph)
3. Modification and Withdrawal of bids via email
  - c. 1<sup>st</sup> Email should contain Modified Eligibility and Technical Components
    - **E-mail Subject Format:**<Contract Reference Number><First Two Words of Company Name><Technical Modification>
    - **Attachment:** One (1) password protected archive Zip folder

**Zip Folder Contents:** Password Protected PDF copy of Eligibility and Technical Components

**PDF File Name Format:** <Contract Reference Number>\_<First Two Words of Company Name>\_<Technical Modification> (*Note: use underscore instead of spaces in File Names*)
  - d. 2<sup>nd</sup> E-mail should contain Modified Financial Component
    - **E-mail Subject Format:**<Contract Reference Number><First Two Words of Company Name><Financial Modification>
    - **Attachment:** One (1) password protected archive Zip folder

**Zip Folder Contents:** Password Protected PDF copy of Financial Components

**PDF File Name Format:**<Contract Reference Number>\_<First Two Words of Company Name><Financial Modification>(*Note: use underscore instead of spaces in File Names*)

**For Example:**

1. United American Pharmaceutical is to submit bid for a project with Contract Reference No. 2020-G-01

1<sup>st</sup>Email:

To: [submitbid@plm.edu.ph](mailto:submitbid@plm.edu.ph)  
 Subject: 2020-G-01 United American Eligibility and Technical Components  
 Attachment:2020-G-01\_United\_American\_Eligibility\_and\_Technical\_Components

2<sup>nd</sup> Email:

To: [submitbid@plm.edu.ph](mailto:submitbid@plm.edu.ph)  
 Subject: 2020-G-01 United American Financial Components  
 Attachment: 2020-G-01\_United\_American\_Finacial\_Components

2. United American Pharmaceutical is to submit modification of bid for a project with Contract Reference No. 2020-G-01

1<sup>st</sup>Email:

To: [submitbid@plm.edu.ph](mailto:submitbid@plm.edu.ph)  
 Subject: 2020-G-01 United American Technical Modification  
 Attachment: 2020-G-01\_United\_American\_Technical\_Modification

2<sup>nd</sup> Email:

To: submitbid@plm.edu.ph

Subject: 2020-G-01 United American Financial Modification

Attachment: 2020-G-01\_United\_American\_Finacial\_Modification

### **OPENING OF BIDS**

1. Zoom meeting will be started 15-30 minutes before opening of bids.
2. At the start of bid opening, screen share will show the repository email.
  - a. Emails will be opened in order of submission
3. Passwords will be provided by the bidders during the Zoom meeting for transparency.
4. Screen share will show every document submitted in every folder and every final email accessed through provided passwords.
5. Bid opening and checking of submitted requirements will follow usual procedures.

# Bidding Forms

## Bid Form

Date: \_\_\_\_\_

IB No: \_\_\_\_\_

To: *PAMANTASAN NG LUNGSOD NG MAYNILA*

Address: *General Luna, corner Muralla Sts., Intramuros, Manila*

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;  
The total price of our Bid, excluding any discounts offered below is: *[insert information]*;  
The discounts offered and the methodology for their application are: *[insert information]*;
- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) **We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and 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 the *[Name of Project]* of the *[Name of the Procuring Entity]*.**
- (k) **We acknowledge that failure to SIGN each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.**

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_ Signed: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

Name of the Procuring Entity

Project Reference Number

Name of the Project

Location of the Project

**Statement/List of All On-Going Government & Private Contracts Including Contracts Awarded But Not Yet Started**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Contract / Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<b>Government</b>								
<b>Private</b>								
							<b>Total Cost</b>	

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner
3. Certificate of Accomplishments signed by the owner or authorized representative

Submitted by: \_\_\_\_\_

(Signature over Printed Name)

Date: \_\_\_\_\_

In the capacity of :[title or other appropriate designation]

Duly authorized to [Name of Company]

sign bid for and on [Complete Office Address]

Behalf [Contact No.]

[Fax No.]

Name of the Procuring Entity

Project Reference Number

Name of the Project

Location of the Project

**Statement Identifying the Bidder's Single Largest Completed Contract Similar to the Contract to be Bid**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount of Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<b>Government</b>						
<b>Private</b>						

Note: This statement shall be supported with:

1. Purchase Order and/or Contract of Agreement;
2. Certificate of Completion or End-user's Acceptance;
3. Official Receipt/s issued for the contract

Submitted by: \_\_\_\_\_

(Signature over Printed Name)

Date: \_\_\_\_\_

In the capacity of :[title or other appropriate designation]

Duly authorized to [Name of Company]

sign bid for and on [Complete Office Address]

Behalf [Contact No.]

[Fax No.]

\_\_\_\_\_  
 NAME OF PROJECT

\_\_\_\_\_  
 NAME OF COMPANY

NFCC = [K (Current Assets – Current Liabilities)] – (Value of all Outstanding Works under On-going Contracts including Awarded Contracts yet to be started)

K – 15 for a contract duration of more than one (1) year up to two (2) years

YEAR	CURRENT ASSETS	CURRENT LIABILITIES

**Value of Outstanding Works under On-going Contracts:**

CONTRACT DESCRIPTION	TOTAL CONTRACT AMOUNT AT AWARD	PERCENTAGE OF PLANNED AND ACTUAL ACCOMPLISHMENT	ESTIMATED COMPLETION TIME
<b>TOTAL</b>			

Use additional sheet/s, if necessary

FORMULA:

$$K \times ( \text{Ave. Current Assets} - \text{Ave. Current Liabilities} ) - \text{Total Outstanding Works} = \text{NFCC}$$

<b>PhP</b> _____ <b>NFCC</b>
---------------------------------

Prepared and Submitted by:

\_\_\_\_\_  
 Signature Over Printed Name

**PART OF THE CONTRACT**

\_\_\_\_\_  
**Bidder's or Duly Authorized  
 Representative's Signature**

## **Form of Contract Agreement**

---

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[insert the amount in specified currency in numbers and words]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation to Bid;
  - (e) Instructions to Bidders;
  - (f) Bid Data Sheet;
  - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (h) 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;
  - (i) Eligibility requirements, documents and/or statements;
  - (j) Performance Security;
  - (k) Notice of Award of Contract and the Bidder’s conforme thereto;
  - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

**PAMANTASAN NG LUNGSOD NG  
MAYNILA**

**BIDDERS NAME**



**BY THE AUTHORITY OF THE BOARD OF  
REGENTS:**

**BY:**

\_\_\_\_\_  
**AUTHORIZED SIGNATORY**

\_\_\_\_\_  
**AUTHORIZED  
REPRESENTATIVE/SIGNATORY**

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_

**ACKNOWLEDGEMENT**

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

Before me, a Notary Public, for and in the City of Manila, this \_\_\_\_ day of \_\_\_\_\_,  
2020, personally appeared \_\_\_\_\_ and  
\_\_\_\_\_ to me their Government issued I.D. as follows:

<b>NAMES</b>	<b>GOVERNMENT I.D.</b>	<b>ISSUED AT/ON</b>

Known to me and whom I have identified personally through their competent evidence of identity, including but not limited to said issued IDs, to be the same persons who acknowledged and represented to me the foregoing documents, and further declared and attested to me that they have executed the same with full authority to act and sign as representatives in behalf of their respective principals.

This document, consisting of \_\_\_\_ (\_\_\_) pages, including this page where the acknowledgement is written but excluding the annexes, has been signed by the parties and their instrumental witnesses and refers to a Memorandum of Agreement.

**WITNESS MY HAND AND SEAL** on the date and place above written.

**NOTARY PUBLIC**

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Book No. \_\_\_\_\_  
Series of 2020

## Omnibus Sworn Statement

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

### AFFIDAVIT

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

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

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

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

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

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

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the 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;

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**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. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*  
IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

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Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.

**BID SECURING DECLARATION FORM**

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**REPUBLIC OF THE PHILIPPINES)**  
**CITY OF \_\_\_\_\_) S.S.**

x-----x

**BID SECURING DECLARATION**  
**Invitation to Bid: [Insert Reference number]**

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

I/We<sup>1</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]*

\_\_\_\_\_

<sup>1</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

*[Insert Signatory's Legal Capacity]*  
Affiant

**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. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

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