



Republic of the Philippines  
Department of Transportation  
**MARITIME INDUSTRY AUTHORITY**



# **SUPPLY, DELIVERY AND INSTALLATION OF ONE (1) UNIT EARTHQUAKE RECORDING INSTRUMENT FOR THE MARINA CENTRAL OFFICE BUILDING**

**PUBLIC BIDDING NO. 2020-03**

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## **Section I.**

### **Invitation to Bid**



Republic of the Philippines  
Department of Transportation  
**MARITIME INDUSTRY AUTHORITY**



## INVITATION TO BID

### SUPPLY, DELIVERY AND INSTALLATION OF ONE (1) UNIT EARTHQUAKE RECORDING INSTRUMENT (ERI) FOR THE MARINA CENTRAL OFFICE BUILDING

1. The MARITIME INDUSTRY AUTHORITY, through the General Appropriations Act of 2020 Capital Outlay intends to apply the sum of **One Million Three Hundred Thousand Pesos (P1,300,000.00)**, inclusive of all applicable taxes and charges, being the Approved Budget for the Contract (ABC) for the Procurement Project: Supply, Delivery and Installation of one (1) unit ERI for the MARINA Central Office Building. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The MARITIME INDUSTRY AUTHORITY now invites bids for the said Project. Contract shall commence from the approval of Contract of Agreement and issuance of Notice to Proceed.
3. **Bidder's Qualifications** (in addition to the provisions of RA 9184 and its IRR):
  - a. The bidders must be an accredited supplier of ERI by the Department of Public Works and Highways (DPWH);
  - b. The bidders must be continuously operating in the Philippines for the past five (5) years; and
  - c. The bidders must have no pending case (s) against the government.
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act."

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.

5. A complete set of Bidding Documents may be acquired by interested Bidders from the address below and upon payment of a non-refundable fee for the Bidding Documents pursuant to the latest guidelines issued by the GPPB.
6. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and at **[www.marina.gov.ph](http://www.marina.gov.ph)** provided that Bidders shall pay the non-refundable fee of **Five Thousand Pesos (P5,000.00)** only for the Bidding Documents not later than the submission of their bids.
7. The MARITIME INDUSTRY AUTHORITY will hold a Pre-Bid Conference on **21 October 2020, 1:00 P.M. at the MARINA Board Room, 3<sup>rd</sup> Floor** MARINA Building, A. Bonifacio Drive corner 20<sup>th</sup> Street, Port Area, Manila which shall be open to all prospective bidders but shall be limited to only one (1) representative per bidder in observance of social distancing.

8. Bid submission and opening shall be strictly observed based on the schedule below. Bids will be opened in the presence of the Bidders limited to only one representative, who choose to attend at the address below. Late bids shall not be accepted.

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

ACTIVITIES	DATE/TIME	VENUE
1. Sale and Issuance of Bid Documents	October 13-30, 2020 9:00 AM to 5 PM	<b>MARINA BAC Office, 10<sup>th</sup> Floor</b> MARINA Building, A. Bonifacio Drive corner 20 <sup>th</sup> St., Port Area, Manila
2. Pre-bid Conference	October 21, 2020/ 1:00 P.M.	<b>MARINA Board Room, 3<sup>rd</sup> Floor</b> MARINA Building, A. Bonifacio Drive corner 20 <sup>th</sup> St., Port Area, Manila
3. Submission and Opening of Bid Documents	Deadline of Submission: Nov. 2, 2020/11:00 A.M. Opening of Bids: Nov. 2, 2020/1:00 P.M.	<b>MARINA Board Room, 3<sup>rd</sup> Floor</b> MARINA Building, A. Bonifacio Drive corner 20 <sup>th</sup> St., Port Area, Manila

10. The MARITIME INDUSTRY AUTHORITY 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 Section 41 of RA 9184 and its Revised IRR, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, you can contact the BAC Administrative Support c/o Ms. Connie dela Cruz at 0998-1652258 from 9:00 A.M. to 5:00 P.M., Monday to Friday.

Sgd.

**ATTY. MAXIMO I. BAÑARES, JR.**

Chairperson, Bids and Awards Committee

## **Section II.**

### **Instructions to Bidders**

## General

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

The Procuring Entity, *[indicate name]* wishes to receive Bids for the *[insert Procurement Project]**{[insert, if applicable:] under a Framework Agreement}*, with identification number *[indicate number]*.

*[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]*

The Procurement Project (referred to herein as "Project") is composed of *[indicate number of lots or items]*, the details of which are described in Section VII (Technical Specifications).

### 2. **Funding Information**

2.1. The GOP through the source of funding as indicated below for *[indicate funding year]* in the amount of *[indicate amount]*.

2.2. The source of funding is:

*[If an early procurement activity, select one and delete others:]*

- a. NGA, the National Expenditure Program.
- b. GOCC and GFIs, the proposed Corporate Operating Budget.
- c. LGUs, the proposed Local Expenditure Program.

*[If not an early procurement activity, select one and delete others:]*

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

### 3. **Bidding Requirements**

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

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

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

#### **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

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

#### **5. Eligible Bidders**

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

5.2. *[Select one, delete other/s]*

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.

b. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

*[Select one, delete the other/s]*

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder



should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. **Origin of Goods**

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

## 7. **Subcontracts**

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

*[Select one, delete other/s]*

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- b. Subcontracting is not allowed.

7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **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 *{[insert if applicable]}* and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### **13. Bid and Payment Currencies**

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

13.2. Payment of the contract price shall be made in:

*[Select one, delete the other/s]*

- a. Philippine Pesos.
- b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP].*

## **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

## **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

## **17. Opening and Preliminary Examination of Bids**

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

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

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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

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

*[Include the following options if Framework Agreement will be used:]*

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
  - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

*[Select one, delete the other/s]*

Option 1 – One Project having several items that shall be awarded as one contract.

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

*[Delete Options 2 and 3 if Framework Agreement will be used.]*

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184,

which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:]}* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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**. *{[Include if Framework Agreement will be used:]}* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

## **21. Signing of the Contract**

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

*[Include the following clauses if Framework Agreement will be used:]*

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;

- b. Bidding Documents;
- c. Call-offs;
- d. Winning bidder's bid, including the Technical and Financial Proposals, 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;
- e. Performance Security or Performance Securing Declaration, as the case may be;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## **Section III.**

### **Bid Data Sheet**



# Bid Data Sheet

ITB Clause	
1	The Procuring Entity is <b>MARITIME INDUSTRY AUTHORITY-Central Office</b> The Bid Reference No. is : <b>Public Bidding No. 2020-03</b>
2.1	The Funding Source is:  The Government of the Philippines (GOP) through <i>2020 Continuing Appropriation for Capital Outlay</i> in the total amount of <b>One Million Three Hundred Thousand Pesos (P1,300,000.00).</b>
2.2	The name of the Project is: <b>Supply, Delivery and Installation of one (1) unit ERI for the MARINA Central Office Building</b>
5.3.a	The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. For this purpose, similar contracts shall refer to <b>Supply, Delivery and Installation of ERI.</b>
7.1.b	Subcontracting is not allowed.
8	The procuring entity will hold a Pre-Bid Conference for this project on 21 October 2020, 1:00 P.M._at the MARINA Board Room, 3 <sup>rd</sup> Floor, MARINA Building, A. Bonifacio Drive corner 20 <sup>th</sup> Street, Port Area, Manila.

10.1	<p>The Bidder shall submit the following Eligibility and Technical Documents, arranged, numbered or tabbed as enumerated below:</p> <p>CLASS A DOCUMENTS:</p> <p><b><i>Copy of the following Legal Documents (Eligibility Documents):</i></b></p> <ul style="list-style-type: none"> <li><b><i>i. Valid and current PhilGeps Certificate of Registration and Membership in accordance with Section 8.5.2 of Revised IRR of RA9184.</i></b></li> <li><b><i>ii. Registration Certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) Registration for Sole Proprietorship and Cooperative Development Authority (CDA) for cooperative.</i></b></li> <li><b><i>iii. Valid and current Mayor's/Business Permit issued by the city or municipality where the place of business of the prospective bidder is located.</i></b></li> <li><b><i>iv. Valid and current Tax Clearance per Executive Order 398, series of 2005 as finally reviewed and approved by the BIR.</i></b></li> </ul> <p><b><i>Technical Documents:</i></b></p> <ul style="list-style-type: none"> <li><b><i>v. Statement of prospective bidder of all its ongoing government and private contracts within the last five (5) years, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and</i></b></li> <li><b><i>vi. Statement identifying the bidder's single largest completed contract (SLCC) similar to the contract to be bid within the last five (5) years from the date of submission and receipt of bids equivalent to at least fifty percent 50% of the ABC.</i></b></li> </ul> <p>SLCC shall be supported by the Following:</p> <ul style="list-style-type: none"> <li>➤ Contract/Memorandum of Agreement; and</li> <li>➤ Certificate of end-user acceptance (EUA) or Official Receipt (OR)/Collection Receipt covering the full amount of the contract.</li> </ul> <p>Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder.</p> <ul style="list-style-type: none"> <li><b><i>vii. Certificate of Net Financial Contracting Capacity</i></b></li> <li><b><i>viii. Omnibus Sworn Statement</i></b></li> </ul>
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11.1	The Bidder shall submit the complete and signed Financial Bid Form inclusive of VAT and other applicable taxes. The amount should not exceed the ABC.
13.2	Payment of the contract price shall be made in Philippine Pesos.
14.2	Bids will be valid for 120 calendar days from date of bid opening.
15	<p>Each Bidder shall submit the following in <i>one (1)</i> big envelope duly labeled as follows:</p> <p>a.) Be addressed to the Procuring Entity’s BAC b.) Bear the name and address of the Bidder in CAPITAL LETTERS c.) Bear the Name and Bid Ref. No. of the Project d.) Contain the name of the project to be bid in CAPITAL LETTERS Bear the warning “DO NOT OPEN BEFORE ....” The date and</p> <div><p><b>TO</b> : THE BIDS AND AWARDS COMMITTEE MARITIME INDUSTRY AUTHORITY</p><p><b>FROM</b> : _____ (Name of Bidder in Capital Letters)</p><p><b>ADDRESS</b> : _____ (Address of Bidder in Capital Letters)</p><p><b>PROJECT</b> : _____ <b>BID REF</b> : _____ (In capital letters, indicate the phrase)</p><p>“DO NOT OPEN BEFORE _____” (time for the opening of bids)</p></div>
	<p>The big envelope must contain three (3) envelopes:</p> <p>1. <b>First envelope</b> must contain three (3) copies of <b>ELIGIBILITY AND TECHNICAL DOCUMENTS</b> duly marked as “Copy No.1”, “Copy No.2”, and “Copy No.3”;</p> <p>2. <b>Second envelope</b> must contain three (3) copies of <b>FINANCIAL BID FORM</b> duly marked as “Copy No.1”, “Copy No.2”; and</p> <p>3. <b>Third envelope</b> must contain a notarized <u>Certification, under oath, certifying that the bidder has no pending case(s) against the government.</u></p>
16.1	<p>The address for submission of bids is</p> <p style="text-align: center;"><b>MARINA BAC Secretariat</b> <b>10<sup>th</sup> Floor, MARINA Building, A. Bonifacio Drive corner 20<sup>th</sup> Street,</b> <b>Port Area, Manila</b></p> <p>The deadline for submission of bids is <u>02 November 2020, 11:00 A.M.</u></p>
17.1	<p>The place of bid opening is</p> <p style="text-align: center;"><b>MARINA Board Room, 3<sup>rd</sup> Floor MARINA Building</b> <b>A. Bonifacio Drive corner 20<sup>th</sup> Street, Port Area, Manila</b></p> <p>The date and time of opening is on: <u>02 November 2020, 1:00 P.M.</u></p>

## **Section IV.**

### **General Conditions of Contract**

## **1. Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## **2. Advance Payment and Terms of Payment**

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

*[Include the following clauses if Framework Agreement will be used:]*

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.*{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

#### **4. *Inspection and Tests***

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

#### **5. *Warranty***

6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

#### **6. *Liability of the Supplier***

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

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

## **Section V.**

### **Special Conditions of Contract**

# Special Conditions of Contract

GCC Clause	
1	Other Requirements: <ul style="list-style-type: none"> <li>• The winning bidder warrants that it shall strictly conform to all the Terms and Conditions of the Terms of Reference.</li> <li>• The winning bidder must provide a training program and technology transfer to the MARINA designated technical staff.</li> </ul>
2.1	Not allowed.
2.2	The payment shall be done within thirty (30) working days upon submission of complete documents including, delivery, testing and upon issuance of Inspection and Acceptance Report by the authorized/designated representatives of MARINA
3	No further instruction.
4	<ul style="list-style-type: none"> <li>• After Sales Service and Support during the warranty period, all reported defects shall be completely/satisfactorily repaired/replaced by the winning bidder/supplier.</li> <li>• The MARINA shall have the right to reject and return the unit(s) and cancel the corresponding Contract if units delivered are defective, incomplete or noncompliant to the specifications herein specified.</li> </ul>
5	<ul style="list-style-type: none"> <li>• One (1) year warranty on all components.</li> <li>• During the warranty period, the winning bidder shall provide technical personnel free of charge to service the system and all its components/peripherals whenever hardware and/or related problem should occur. Should there be a need to pull-out a unit for repair: a replacement unit with at least the same specifications must be provided by the supplier before actual pull-out of the malfunctioned unit.</li> </ul>



## **Section VI.**

### **Schedule of Requirements**

## ***Section VI. Schedule of Requirements***

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Supply, Delivery and Installation of brand new Earthquake Recording Instrument for the Maritime Industry Authority Central Office Building		One (1) unit	<p>The equipment must be delivered and installed within thirty (30) days upon receipt of the Notice to Proceed (NTP);</p> <p>Delivery should be made within office hours and on regular working days on or before the stipulated date in the contract.</p>

## **Section VII.**

### **Technical Specifications**

# Technical Specifications

ITEM/SPECIFICATIONS	Bidders Statement of Compliance
<p><b>A. Deliverables</b></p> <p><b>1. 1 brand new unit – Earthquake Recording Instrument</b></p> <p>Specifications:</p> <p><b>Digitiser &amp; Recording</b></p> <p>Digitiser Type                      32-bit ADC, differential or single-ended</p> <p>Data Channels                      3(minimum)</p> <p>Full-scale range                      40Vpp (suited to <math>\pm 10V</math> differential output sensors)</p> <p><b>Noise and Dynamic Range</b></p> <p>Noise level                      (shorted input) Less than 1 LSB RMS noise in a 24-bit system @40sps</p> <p>Sensitivity                      419430.4 counts per Volt</p> <p>Dynamic range                      138dB @ 100sps (144dB @40sps, 127dB @4000sps)</p> <p><b>Timing</b></p> <p>Reference                      Data is time stamped every second from GPS receiver</p> <p>Accuracy                      RMS (Root-Mean-Square) 30 nanoseconds</p> <p><b>Controls</b></p> <p>User Interface                      In-built LCD with 4-line text display and 4-button input</p> <p>File recording                      Continuous (always on), Histogram (always on)</p> <p>Trigger &amp; Alarm                      STA/LTA triggering, Level (High &amp; Low) triggering (3D or 1D); System Alarms</p> <p>Calibration signal generator                      Variable amplitude/frequency step/sine signal generation</p> <p>Mass Control                      Calibrate enable, Mass Lock, Unlock &amp; Centre commands</p>	<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

<b>Data Storage</b>		
Flash memory type	SD card/SLC NAND	
Included storage	32GB	
File system	FAT32, readable by Windows, Mac & Linux OS	
Data format	24-bit MiniSEED (with data-less station information files; station.xml export)	
<b>Power</b>		
DC input voltage range	11.5 to 24V	
Internal Battery	(up to 8Hrs Backup Power)	
<b>2.</b> Software for Data Analysis <b>3.</b> Enclosure <b>4.</b> Set of Desktop for monitoring <b>5.</b> Charger, Alarm & Ethernet Wall Box <b>6.</b> GPS Cable and GPS Aerial <b>7.</b> Integration with annunciation and alarm system <b>8.</b> Equipment should be installed at the most suitable area in the building in accordance with the guidelines of DPWH.		

**Bidders must state in the statement of compliance either “Comply” or “Not Comply” against each of the individual parameters of each Specification.**

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Name of Company in Print

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Signature Printed Name of Authorized Representative

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Date

## **Section VIII.**

### **Bid Form, Annexes and Checklist of Technical and Financial Documents**

## COMPANY LETTERHEAD

**Statement of ongoing government and private contracts****SUPPLY, DELIVERY AND INSTALLATION OF ONE (1) UNIT EARTHQUAKE RECORDING INSTRUMENT FOR THE MARINA CENTRAL OFFICE BUILDING**

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

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

**CERTIFIED CORRECT:**


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 Name and Signature of Authorized Representative

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 Position

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 Date

## COMPANY LETTERHEAD

**Statement of Single Largest Completed Contract (SLCC)****SUPPLY, DELIVERY AND INSTALLATION OF ONE (1) UNIT EARTHQUAKE RECORDING INSTRUMENT FOR THE MARINA CENTRAL OFFICE BUILDING**

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

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

**CERTIFIED CORRECT:**


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 Name and Signature of Authorized Representative

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 Position

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 Date



## COMPANY LETTERHEAD

SUPPLY, DELIVERY AND INSTALLATION OF ONE (1) UNIT EARTHQUAKE RECORDING  
INSTRUMENT FOR THE MARINA CENTRAL OFFICE BUILDING**Certificate of Net Financial Contracting Capacity**

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

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

$$\text{NFCC} = [(\text{CA} - \text{CL}) (15)] - \text{C}$$

Where:

CA = Current Assets

CL = Current Liabilities

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

**NOTE:**

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

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

## SUPPLY, DELIVERY AND INSTALLATION OF ONE (1) UNIT EARTHQUAKE RECORDING INSTRUMENT FOR THE MARINA CENTRAL OFFICE BUILDING

### Joint Venture Agreement\*

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:

.....a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ....., represented herein by its ....., hereinafter referred to as ".....";

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ....., represented herein by its ....., hereinafter referred to as ".....";

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ....., represented herein by its ....., hereinafter referred to as ".....";  
(hereinafter referred to collectively as "Parties")

For submission to the **Bids and Awards Committee** of the **MARITIME INDUSTRY AUTHORITY**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No.9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **MARITIME INDUSTRY AUTHORITY**, pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW, THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the MARINA BAC a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that

our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).

That furthermore, the parties agree to be jointly and severally under the said Joint Venture Agreement;

THAT finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by MARINA under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of MARINA.

This undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

Bidder's Representative/Authorized Signatory

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

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_

## Performance Securing Declaration (Revised)

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

### PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

(Insert signatory's legal capacity)  
affiant

**[Jurat]**

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

## *Schedule of Requirements*

### SUPPLY, DELIVERY AND INSTALLATION OF ONE (1) UNIT EARTHQUAKE RECORDING INSTRUMENT FOR THE MARINA CENTRAL OFFICE BUILDING

#### **DELIVERY INSTRUCTIONS**

1. The equipment must be delivered and installed within thirty (30) days upon receipt of the Notice to Proceed (NTP);
2. Deliveries should be made within office hours and on regular working days on or before the stipulated date in the contract;
3. MARINA shall impose penalty of 1/10 of 1% if the total value of the undelivered order for each day of delay as liquidated damages after the specified allowable number of days to deliver the unit.

**I/We hereby commit to comply and deliver the requirement in accordance with the above stated schedule.**

**CONFORME:**

---

Name of Company in Print

---

Signature over Printed Name of Authorized Representative

---

Date

## Omnibus Sworn Statement (Revised)

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

*[If a partnership or cooperative:]* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the

BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

## BID FORM

Date : \_\_\_\_\_  
 Project Ref. No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(if none, state "None") /

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

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

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

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

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

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

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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



Company Letterhead

**Financial Bid Form**

Description	Quantity	ABC	TOTAL BID PRICE (inclusive of VAT)
Supply, Delivery and Installation of Earthquake Recording Instrument for the Central Office Building	1 brand new unit	₱1,300,000.00	
Total Bid Price Inclusive of VAT in Words			

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*[signature over printed name]*

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*[in the capacity of]*

## Company Letterhead

**Price Schedule for Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project Ref No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIF 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)

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

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Company Letterhead

### Price Schedule for Goods Offered from Within the Philippines

Name of Bidder \_\_\_\_\_ Project Ref. No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

[illegible]

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

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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

# 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

- ☐ (f) 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**
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (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) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **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.

#### MARINA Requirements:

- ☐ a. The bidders must be continuously operating in the Philippines for the past five (5) years.
- ☐ b. The bidders must have no pending case(s) against the government.
- ☐ c. The bidders must be accredited supplier of Earthquake Recording Instrument (ERI) by the DPWH.

#### Financial Documents

- ☐ (k) The Supplier’s audited financial statements, showing, among others, the Supplier’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);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class “B” Documents***

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

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

- ☐ (n) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**2. FINANCIAL COMPONENT ENVELOPE**

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s).