

PHILIPPINE  
PORTS  
AUTHORITY



**SUPPLY, DELIVERY,  
INSTALLATION AND  
COMMISSIONING OF SEISMIC  
ACCELEROGRAPH WITH EARLY  
WARNING DEVICES FOR THE  
INTEGRATED ACCELEROGRAPH  
SYSTEMS (PHASE III) AND  
SUPPLY AND INSTALLATION OF  
EARLY WARNING LIGHT & AUDIO  
SIGNALS/CABLES/WIRING FOR  
THE SEISMIC ACCELEROGRAPH  
(PHASE I AND PHASE II)**

**BID DOCS  
BAC-PGCS-027-2022**

## Table of Contents

Glossary of Acronyms, Terms, and Abbreviations.....	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	9
1. Scope of Bid.....	10
2. Funding Information.....	10
3. Bidding Requirements.....	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	10
5. Eligible Bidders.....	10
6. Origin of Goods.....	11
7. Subcontracts.....	11
8. Pre-Bid Conference.....	11
9. Clarification and Amendment of Bidding Documents.....	11
10. Documents comprising the Bid: Eligibility and Technical Components.....	11
11. Documents comprising the Bid: Financial Component.....	12
12. Bid Prices.....	12
13. Bid and Payment Currencies.....	13
14. Bid Security.....	13
15. Sealing and Marking of Bids.....	13
16. Deadline for Submission of Bids.....	13
17. Opening and Preliminary Examination of Bids.....	14
18. Domestic Preference.....	14
19. Detailed Evaluation and Comparison of Bids.....	14
20. Post-Qualification.....	15
21. Signing of the Contract.....	15
Section III. Bid Data Sheet.....	16
Section IV. General Conditions of Contract.....	18
1. Scope of Contract.....	19
2. Advance Payment and Terms of Payment.....	19
3. Performance Security.....	19
4. Inspection and Tests.....	19
5. Warranty.....	20
6. Liability of the Supplier.....	20
Section V. Special Conditions of Contract.....	21
Section VI. Schedule of Requirements.....	27
Section VII. Technical Specifications.....	28
Section VIII. Checklist of Technical and Financial Documents.....	40
Section IX. Bidding Forms .....	43

# **Glossary of Acronyms, Terms, and Abbreviations**

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.



## INVITATION TO BID

### **FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF SEISMIC ACCELEROGRAPH WITH EARLY WARNING DEVICES FOR THE INTEGRATED ACCELEROGRAPH SYSTEMS (PHASE III) AND SUPPLY AND INSTALLATION OF EARLY WARNING LIGHT & AUDIO SIGNALS/CABLES/WIRING FOR THE SEISMIC ACCELEROGRAPH (PHASE I AND PHASE II)**

The Philippine Ports Authority, through the Corporate Budget of the Authority for CY 2022, intends to apply the sum of **P118,000,000.00** being the Approved Budget for the Contract (ABC) to payments under the contract for the Supply, Delivery, Installation and Commissioning of Seismic Accelerograph with Early Warning Devices for the Integrated Accelerograph Systems (Phase III) and Supply and Installation of Early Warning Light & Audio Signals/Cables/Wiring for the Seismic Accelerograph (Phase I and Phase II) (BAC PGCS-027-2022). Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Philippine Ports Authority now invites bids for the above Procurement Project. Delivery of Twenty six (26) Seismic Accelerograph Units with Global Positioning System and Two Hundred Ninety Four (294) Early Warning Light and Audio Signaling System at the PPA Head Office is required within 120-160 calendar days from receipt of Notice to Proceed by the winning bidder while the Delivery and Installation of Accelerographs Systems and Early Warning Light & Audio Signaling System at designated ports and Integration and Interconnectivity of the systems to the Central Monitoring Office within 160-190 calendar days from the Acceptance of the delivery of all Seismic Accelerograph Units with Global Positioning System and Early Warning Light & Audio Signaling System by the Central Office Manila. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

Prospective Bidders may obtain further information from the Philippine Ports Authority Bids and Awards Committee (BAC) and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m., Monday to Friday.

A complete set of Bidding Documents may be acquired by interested Bidders on **30 March 2022** from the 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 **Fifty Thousand (P50,000.00) Pesos**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

The Philippine Ports Authority's Bids and Awards Committee will hold a Pre-Bid Conference on **07 April 2022 at 10:00 a.m.** at the PPA Function Room, 7th Floor, PPA Bldg., Bonifacio Drive, South Harbor, Port Area, Manila, and/or through video conferencing or webcasting via zoom, which shall be open to all prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **26 April 2022 at 9:00 a.m.** Late bids shall not be accepted.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

Bid opening shall be on **26 April 2022 at 10:00 a.m.** at the 7th Floor, PPA Building, A. Bonifacio Drive, South Harbor, Port Area, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The Philippine Ports 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 Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

BAC Secretariat, Philippine Ports Authority  
5th Floor, PPA Bldg., A. Bonifacio Drive,  
South Harbor, Port Area, Manila  
Telephone Nos. 527-47-35

527-83-56 to 83 loc. 539

PPA Website: [www.ppa.com.ph](http://www.ppa.com.ph)

PhilGEPS Website: [www.philgeps.gov.ph](http://www.philgeps.gov.ph)



**MARK JON S. PALOMAR**

Chairperson, PPA Head Office Bids and Awards  
Committee for the Procurement of Goods and  
Consultancy Services (HO-BAC-PGCS)

## 1. Scope of Bid

The Procuring Entity, PHILIPPINE PORTS AUTHORITY wishes to receive Bids for the **Supply, Delivery, Installation and Commissioning of Seismic Accelerograph with Early Warning Devices for the Integrated Accelerograph Systems (Phase III) and Supply and Installation of Early Warning Light & Audio Signals/Cables/Wiring for the Seismic Accelerograph (Phase I and Phase II)**, with identification number **BAC-PGCS-027-2022**.

The Procurement Project (referred to herein as "Project") is composed of a single lot, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The Philippine Ports Authority through its corporate budget for the Calendar Year (CY) 2022 in the amount of **ONE HUNDRED EIGHTEEN MILLION PESOS** (Php118,000,000.00).

2.2. The source of funding is the Corporate Budget of the PHILIPPINE PORTS AUTHORITY.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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



- 5.2 Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

- 7.1 The 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:

Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a Pre-Bid conference for this Project on the specified date and time and either at its physical address at the PPA Function Room, 7<sup>th</sup> Floor, PPA Building, Bonifacio Drive, South Harbor, Port Area, 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 VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:

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

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

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for One Hundred Twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

Each bidder shall submit one copy of the first and second components of the 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**.

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

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

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

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

## **18. Domestic Preference**

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

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

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 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 one Project having several items that shall be awarded as one contract.
- 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. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Contract for the Supply, Delivery, Installation and Commissioning of Seismic Accelerograph.</li> <li>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP <i>[Manila]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than Two Million Three Hundred Sixty Thousand Pesos (Php2,360,000.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than Five Million Nine Hundred Thousand Pesos (Php5,900,000.00) if bid security is in Surety Bond.</li> </ul>
15	<p>Each Bidder shall submit <b>ONE (1) original and SIX (6) copies</b> of its Technical and Financial Components of its Bid in two (2) separate sealed bid envelopes, which should be submitted simultaneously. Each of the bid documents should be individually sealed.</p> <p>All bid documents shall be book-bound with hard cover and properly labelled with index tabs. Failure to comply with the said requirements is a ground for automatic disqualification of the bidder.</p>
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20.1	No additional requirements.
21.1	No additional requirements.

## ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

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

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

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

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

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

## **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## **4. Inspection and Tests**

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

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



## **5. Warranty**

- 5.1 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.
- 5.2 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	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Philippine Ports Authority Head Office, Manila</b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract.</li> </ol> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p>

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of five (5) years from the purchase of the subject units.

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

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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

Name of the Procuring Entity  
Name of the Supplier  
Contract Description  
Final Destination

	<p>Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Payments shall be released to the Supplier after completion of each activity, as indicated below:</p>

ACTIVITY	DELIVERY/ COMPLETION	PERCENTAGE OF CONTRACT PRICE
1 Delivery of Twenty-six (26) Seismic Accelerograph Units with Global Positioning System and Two hundred ninety-four (294) Early Warning Light and Audio Signaling System at the PPA Head Office	Delivery at the PPA Head Office within 120-160 calendar days from receipt of Notice to Proceed	70%
2 Installation of Accelerographs to respective PMOs/TMOs/Ports as assigned, and the Integration and Interconnectivity of all units for the Central Monitoring	Delivery and Installation of Accelerographs Systems and Early Warning Light & Audio Signaling System at designated ports and Integration and Interconnectivity of the systems to the Central Monitoring Office within 160-190 calendar days from the Acceptance of the delivery of all Seismic Accelerograph Units with Global Positioning System and Early Warning Light & Audio Signaling System by the Central Office Manila	30%
<p>The actual amount corresponding to each percentage shall be indicated in the contract after determination of the total contract price.</p> <p>For the release of the subject amounts, the Supplier shall bill PPA accordingly and present the required documents for payment.</p>		
4	Testing of the seismic accelerographs and strobe lights will be done by simulating an earthquake shake in the accelerograph's sensor.	
	The strobe light will light up depending on how strong is the earthquake recorded during the shaking.	

	<p>The following color will light up:</p> <p>MMI 1-3 = green light without sound</p> <p>MMI 4 = yellow without sound</p> <p>MMI 5 = red with sounds</p>
--	---

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

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

<b>Item Number</b>	<b>Description<sup>1</sup></b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
	Supply, Delivery, Installation and Commissioning of Seismic Accelerograph with Early Warning Devices for the Integrated Accelerograph Systems (Phase III) and Supply and Installation of Early Warning Light & Audio Signals/Cables/ Wiring for the Seismic Accelerograph (Phase I and Phase II), subject to the following schedule.			
	1. Delivery of Twenty six (26) Seismic Accelerograph Units with Global Positioning System and Two hundred ninety-four (294) Early Warning Light and Audio Signaling System at the PPA Head Office			Delivery at the PPA Head Office within 120-160 calendar days from receipt of Notice to Proceed
	2. Installation of Accelerographs to respective PMOs/TMOs/Ports as assigned, and the Integration and Interconnectivity of all units for the Central Monitoring <sup>2</sup>			Delivery and Installation of Accelerographs Systems and Early Warning Light & Audio Signaling System at designated ports and Integration and Interconnectivity of the systems to the Central Monitoring Office within 160-190 calendar days from the Acceptance of the delivery of all Seismic Accelerograph Units with Global Positioning System and Early Warning Light & Audio Signaling System by the Central Office Manila

<sup>1</sup> Subject to the Technical Specifications under Item 4 of the Terms of Reference.

<sup>2</sup> Subject to the Deployment Schedule under Item 2 of the Terms of Reference.



## ***Section VII. Technical Specifications***

## Technical Specifications

Item	Specification	Statement of Compliance
		<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</i></p>

		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.]
	Supply, Delivery, Installation and Commissioning of Seismic Accelerograph with Early Warning Devices for the Integrated Accelerograph Systems (Phase III) and Supply and Installation of Early Warning Light & Audio Signals/Cables/ Wiring for the Seismic Accelerograph (Phase I and Phase II)	

## SCOPE OF SERVICES

### A. For Phase III

Twenty six (26) units Earthquake Recording Instrument, 78 units Early Warning Light and Sound Signaling System shall be delivered to PPA Head Office and installed at the Admin. Bldg. of each of the following 26 ports, respectively:

1. TMO Capinpin - 1 unit Accelerograph and 3 units Light Signals
2. TMO Batanes - 1 unit Accelerograph and 3 units Light Signals
3. TMO Cagayan/Isabel/Ilocos - 1 unit Accelerograph and 3 units Light Signals
4. TMO Pangasinan - 1 unit Accelerograph and 3 units Light Signals
5. TMO Bauan - 1 unit Accelerograph and 3 units Light Signals
6. TMO Tablas - 1 unit Accelerograph and 3 units Light Signals
7. TMO Romblon - 1 unit Accelerograph and 3 units Light Signals
8. TMO Camarines - 1 unit Accelerograph and 3 units Light Signals
9. TMO Catanduanes - 1 unit Accelerograph and 3 units Light Signals
10. TMO Balanacan - 1 unit Accelerograph and 3 units Light Signals
11. TMO Sta. Cruz (Buyabod) - 1 unit Accelerograph and 3 units Light Signals
12. TMO Larena - 1 unit Accelerograph and 3 units Light Signals
13. TMO Tandayag - 1 unit Accelerograph and 3 units Light Signals
14. TMO Guihulngan - 1 unit Accelerograph and 3 units Light Signals
15. TMO Aklan - 1 unit Accelerograph and 3 units Light Signals
16. TMO Tubod - 1 unit Accelerograph and 3 units Light Signals
17. TMO Jimenez - 1 unit Accelerograph and 3 units Light Signals
18. TMO Plaridel - 1 unit Accelerograph and 3 units Light Signals
19. TMO Dinagat - 1 unit Accelerograph and 3 units Light Signals
20. TMO Tandag - 1 unit Accelerograph and 3 units Light Signals

21. TMO Masao - 1 unit Accelerograph and 3 units Light Signals
22. TMO Sarangani - 1 unit Accelerograph and 3 units Light Signals
23. TMO Mati - 1 unit Accelerograph and 3 units Light Signals
24. TMO Babak/Samal - 1 unit Accelerograph and 3 units Light Signals
25. TMO Dapa - 1 unit Accelerograph and 3 units Light Signals
26. TMO Lipata - 1 unit Accelerograph and 3 units Light Signals

**B. For Phase I & II**

Two hundred sixteen (216) units of Early Warning Light and Sound Signaling System shall be delivered to PPA Head Office and installed to the following ports:

PMO	Area	No. of Early Warning Light & Audio Signal
Northern Luzon Admin Building	Luzon	3
Bicol Admin Building	Luzon	7
South Harbor Admin Building	Luzon	11
Batangas Admin Building	Luzon	16
Mindoro Admin Building	Luzon	5
Bataan/Aurora Admin Building	Luzon	7
North Harbor Admin Building	Luzon	5
Marinduque/Quezon Admin Building	Luzon	7
Dumaguete Admin Building	Visayas	5
Bohol Admin Building	Visayas	3
Panay/Guimaras Admin Building	Visayas	9
Eastern Leyte/Samar Admin Building	Visayas	7
Negros Occidental/Banago/Bacolod/Bredco Admin Building	Visayas	5
Western Leyte/Biliran Admin Building	Visayas	5
Butuan Admin Building	Mindanao	5
Lanao del Norte/Iligan Admin Building	Mindanao	7
Zamboanga Admin Building	Mindanao	7
Socsargen Admin Building	Mindanao	5
Surigao Admin Building	Mindanao	7
Misamis Oriental/Cagayan de Oro Admin Building	Mindanao	5

Ozamiz Admin Building	Mindanao	7
Zamboanga del Norte Admin Building	Mindanao	5
Davao Admin Building	Mindanao	7
Port of Matnog Admin Building	Luzon	3
Port of Roxas Admin Building	Luzon	3
Port of Bulan Admin Building	Luzon	3
Port of Puerto Galera Admin Building	Luzon	3
Port of Tabaco Admin Building	Luzon	3
Port of Lubang Admin Building	Luzon	3
Port of Dingalan Admin Building	Luzon	3
Port of Casiguran Admin Building	Luzon	3
Port of Dumangas Admin Building	Visayas	3
Port of San Carlos Admin Building	Visayas	3
Port of Siquijor Admin Building	Visayas	3
Port of Liloan Ferry Terminal Admin Building	Visayas	3
Port of Pulupandan Admin Building	Visayas	3
Port of Palompon Admin Building	Visayas	3
Port of Jagna Admin Building	Visayas	3
Port of Culasi Admin Building	Visayas	3
Port of Calbayog Admin Building	Visayas	3
Port of San Andres Admin Building	Visayas	3
Port of Talibon Admin Building	Visayas	3
Port of San Jose Admin Building	Visayas	3
Port of Balingoan Admin Building	Mindanao	3
Port of Benoni Admin Building	Mindanao	3
	<b>TOTAL</b>	<b>216</b>

The Contract shall be divided into two (2) stages:

- a. Delivery of all Accelerographs and Early Warning Light and Sound Signaling System to the PPA Head Office.
- b. Installation of Accelerographs and Early Warning Light and Sound Signaling System to respective PMOs/TMOs/Ports as assigned, and the Integration and Interconnectivity of all units for the Central Monitoring.

## TECHNICAL SPECIFICATIONS

### THE ACCELEROGRAPH

A	Seismic qualified as tested and certified by recognized international testing laboratory.
B	Stores seismic activity information (recording accelerograph) as gathered by the attached sensor or accelerometer.
C	With fault detection system.
D	Provides real-time alarm information (either audio, visual or both) during an earthquake event.
E	With internal battery back-up power.
F	With a minimum design life of 10 years and should be demonstrated and certified to have a 40,000-hour (minimum) mean time between failures
G	Minimum of three components (vertical, longitudinal and transverse)
H	Natural Frequency: Above 50 Hz
I	Damping: Approximately 60-70 percent critical
J	Sensitivity: 2g
K	Bandwidth: DC to 100 Hz
L	Environment: IP67
M	<p><b><i>Recording Capability</i></b></p> <p>Sampling Frequency: Minimum of 100 samples per second</p> <p>Time: From at least 20 seconds before the ground shaking begins until 30 seconds after the last triggering level motion</p> <p>RMS Noise: System noise shall be less than 40 <math>\mu</math>g measured over 0-30 Hz.</p> <p>Media: Memory Card Continuous Recording capable of continuous recording</p> <p>AD Converter: 16 bits</p>
N	<p><b><i>Timing</i></b></p> <p>Interval: Half a second or less</p> <p>Accuracy: Plus or minus 0.2 second per 100 seconds</p> <p>Type: GPS on NTP Server</p>
O	<p><b><i>Triggering (As applicable)</i></b></p> <p>Method: Pendulum or other device using earthquake motion as an exciting force</p>

	<p>Level: Accelerograph: 0.5 to 100 gals nominal velocimeter: 5 μm/s to 1 mm/s</p> <p>Time: Full operation of accelerograph/velocity in not over 0.1 second after activation.</p>	
P	<p><b><i>Power</i></b></p> <p>Battery maintained by charger</p>	
Q	<p><b><i>Communication</i></b></p> <p>Ethernet: 10 base-T or 100 base-TX</p> <p>Protocol: TCP/IP FTP/SFTP</p> <p>Compatible to existing PPA Software to interface with Web Server/ Monitoring Computer</p>	
<p>INTEGRATION AND INTERCONNECTION FOR CENTRAL MONITORING</p>		
R	<p><b><i>Integration and Interconnection for Central Monitoring</i></b></p> <p>Can receive data from the seismic accelerograph and store in database at the central monitoring systems of the accelerographs at the Central Monitoring Station of PPA.</p> <p>Compatible with existing PPA seismic accelerograph systems and integration systems software.</p> <p>Can be displayed in map image and target point icon and can be transitioned to the individual information display screen with icon click.</p> <p>The accelerographs must display the same information and features in the central monitoring system just like with the existing installed accelerograph machines and can transition to the individual information display screen with the target line click at the Central Monitoring Station at PPA.</p> <p>Results can display target earthquake information; the information transmission function in data format must be consistent with data format of the Central Monitoring Station of PPA.</p> <p>Results of each accelerograph can display the latest information of all points at once just like the existing accelerographs systems. (The display content is the same as the individual information display screen)</p>	



	S	<p style="text-align: center;"><b><i>Other Requirements</i></b></p> <p>All parts/peripherals must be brand new. It shall be of the same brand or maker.</p> <p>To maintain continuous recording of data, a media for recording must be used at all times.</p> <p>Battery Inspection. The accelerograph shall be tested with any charge device disconnected from an electric power source.</p> <p>The mixing/combinations of the seismic equipment's peripherals and parts with other brands or maker must not be done because these systems and parts are not interoperable (or if they are, it diminishes its accuracy) and will definitely contribute to the dysfunctionality of the machine in time (the accelerograph and the accelerometers must be of the same brand).</p> <p>Must have a certificate from the manufacturer as Philippine Distributor/Local Authorized Representative for Accelerograph for at least five (5) years.</p> <p>Must have a System Certificate of Compatibility /Interconnectivity from the Manufacturer or Original Equipment Manufacturer (OEM) that supplied the Accelerograph System installed in the Philippine Ports Authority.</p> <p>Must be used to set off alarms at specified intensity levels triggering real-time alarm information</p> <p>May trigger automatic switch off for utilities such as gas lines, electrical power lines and elevators as may be prudent in case of such high intensity earthquake.</p>	
--	---	---	--

## INSTALLATIONS AND INTERCONNECTIVITY

T	<p align="center"><b><i>Mobilization / Demobilization</i></b></p> <p>Installation of Accelerograph System  Roughing-Ins, Installation and Termination of Cable  Coring and Restoration of Works</p>
	<p>Systems &amp; Network Configuration  Systems Integration with existing accelerographs  Integration of Equipment with existing accelerographs  Network Testing  Testing and Commissioning</p>

### Early Warning Light and Audio Signaling System

Early Warning Light and Audio Signaling System using visual and color-coded signal tower which can inform people if evacuation is already necessary when **RED** light is **ON**, it means **EVACUATION** from the building; while the **GREEN** light means **OK**.

Early Warning Light and Audio Signaling System must be controlled by accelerograph depending on the trigger level for warning and for evacuation. Modes using color coded lighting signals: Green means OK; Red means EVACUATE.

Two hundred ninety-four (294) units Early Warning Light and Audio Signaling System using visual and color-coded signal tower which can inform people if evacuation is already necessary.

A	Operating Ambient Temperature	-20°C - +50°C
B	Operating Humidity Range	90%RH or less, no condensation
C	Storage Temperature Range	-30°C - +60°C
D	Storage Humidity Range	90%RH or less, no condensation
E	Mounting Location	Indoor Use
F	Mounting Direction	Upright Position
G	Protection Rating	IP65(EIC 60529)/NEMA TYPE
H	Environmental Conditions	Upright Position and Buzzer Sound No. 4 (Sweep) from all directions at a 1m distance
I	Insulation Resistance	More than 1MΩ at DC500V between

		the power input lead and chassis	
J	Withstand Voltage	AC 500V for 1 minute between terminals and chassis without breaking insulation (AC1500V for 1 min.)	
K	Flash Rate	60 ±2 Flashes / min	
L	Sound Level	LR6 Typ. 88db	
M	Sound Reduction	Ab, -10dB reduction	
N	Buzzer Sound	Four (4) patterns: 1. Rapid Intermittent Sound; 2. Continuous Sound; 3. Rapid Hi-Low; 4. Sweep Sound	
O	Transistor Output	NPN/PNP (AC100-240V is NPN only)	
P	Conformity Standards	UL508, CSA-C22.2 No. 14 FCC Part 15 Subpart B Class A RoHS Directive (EN 50581) EMC Directive (EN 61000-6-4, EN 61000-6-2) KC (KN 61000-6-4, KN 6100-6-2) Low-voltage Directive (IEC/EN 60947-5-1, EN62471)	
	<b>WARRANTY</b>		
	<p>Each unit shall be free from defects in materials and workmanship. The warranty period shall be at least one (1) year from the date of receipt of the equipment by the PPA, wherein all costs for any repairs and/or replacement of parts of the equipment shall be for the account of the Supplier.</p> <p>Within this period, maintenance checks and calibration shall be done regularly, without cost to the PPA.</p>		
	<b>OTHER REQUIREMENTS</b>		

	<p><b>Spare Parts.</b> The Supplier shall warrant the availability of spare parts for a period of at least five (5) years from the purchase of the subject units.</p> <p><b>After-Sales Services.</b> The Supplier shall provide for technical support, either through phone-in hotline or on-site visits, if necessary. All issues shall be resolved within two (2) working days from notice thereof.</p> <p><b>Service Unit/s.</b> The Supplier shall warrant the availability of a service unit in case of repairs, or in the event of a breakdown of any of the purchased equipment.</p> <p>The temporary unit shall be deployed to the concerned PMO/TMO within forty-eight (48) hours from PPA's request. Any replacement shall be of the same or superior specifications and acceptable to the PPA.</p> <p><b>Training/Orientation.</b> Training/orientation for the use and maintenance of the equipment shall be conducted by the Supplier for the concerned PPA personnel. Training shall be done immediately after the installation of the respective units to within one (1) month from installation of all units. All costs for training shall be for the account of the Supplier.</p> <p><b>Equipment Manual.</b> One set of equipment manual shall be included for each unit of equipment delivered.</p> <p><b>Testing.</b> Testing of the seismic accelerographs and strobe lights will be done by simulating an earthquake shake in the accelerograph's sensor.</p> <p>The strobe light will light up depending on how strong is the earthquake recorded during the shaking.</p> <p>The following color will light up:</p> <p style="padding-left: 40px;">MMI 1-3 = green light without sound MMI 4 = yellow without sound MMI 5 = red with sounds</p>	
	<p>All other provisions stated in the Terms of Reference not included herein.</p>	

## **TERMS OF REFERENCE**

### **SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF SEISMIC ACCELEROGRAPH WITH EARLY WARNING DEVICES FOR THE INTEGRATED ACCELEROGRAPH SYSTEMS (PHASE III) AND SUPPLY AND INSTALLATION OF EARLY WARNING LIGHT & AUDIO SIGNALS/CABLES/WIRING FOR THE SEISMIC ACCELEROGRAPH (PHASE I AND PHASE II)**

This Terms of Reference (TOR) provides the technical description and other terms and conditions for the Supply, Delivery, Installation and Commissioning of Seismic Accelerograph with Early Warning Devices for the Integrated Accelerograph Systems (Phase III) and Supply and Installation of Early Warning Light & Audio signals/cables/wiring for the Seismic Accelerograph (Phase I and Phase II) for use of the Philippine Ports Authority Port Management Offices and Terminal Management Offices.

#### **1. OBJECTIVES**

The Philippine Ports Authority, in adherence to the Implementing Rules and Regulations (IRR) of the National Building Code, have sought to procure the supply, installation and integration of seismic accelerograph equipment for all Port Management Offices (PMOs) in the country. Forty-eight (48) major PMOs and TMOs have been installed with the said equipment and all were integrated and interlinked in a Central Monitoring System located in the PPA Head Office in Manila.

These systems have been used to gather data that provided structural identity analysis after the occurrence of a seismic event and have been useful in guiding people when to evacuate during earthquake episodes. These proved to be beneficial in the evaluation of the structural response to earthquakes and advantageous in the determination of the safety of all PMO and TMO structures to resume occupancy thereafter.

In addition to existing measures of the PPA to safeguard the lives and limbs of personnel and visitors in all its buildings/premises, and after proving that worthiness of the integrated accelerograph systems during the previous earthquakes which happened nationwide, (including the safety of other PPA properties in the event of ground shaking), it is of great importance to avail once again of these latest technology for the other PMOs/TMOs/PPA terminals around the country.

The said machines must be integrated and interlinked once again to the existing central monitoring station of the PPA in order to monitor the structural integrity of each of the PPA properties, and at the same time protect the lives of its people during earthquake events.

## **2. SCOPE OF SERVICES**

### **A. For Phase III**

Twenty-six (26) units Earthquake Recording Instrument, 78 units Early Warning Light and Sound Signaling System shall be delivered to PPA Head Office and installed at the Admin. Bldg. of each of the following 26 ports, respectively:

1. TMO Capinpin – 1 unit Accelerograph and 3 units Light Signals
2. TMO Batanes - 1 unit Accelerograph and 3 units Light Signals
3. TMO Cagayan/Isabel/Ilocos - 1 unit Accelerograph and 3 units Light Signals
4. TMO Pangasinan - 1 unit Accelerograph and 3 units Light Signals
5. TMO Bauan - 1 unit Accelerograph and 3 units Light Signals
6. TMO Tablas - 1 unit Accelerograph and 3 units Light Signals
7. TMO Romblon - 1 unit Accelerograph and 3 units Light Signals
8. TMO Camarines - 1 unit Accelerograph and 3 units Light Signals
9. TMO Catanduanes - 1 unit Accelerograph and 3 units Light Signals
10. TMO Balanacan - 1 unit Accelerograph and 3 units Light Signals
11. TMO Sta. Cruz (Buyabod) - 1 unit Accelerograph and 3 units Light Signals
12. TMO Larena - 1 unit Accelerograph and 3 units Light Signals
13. TMO Tandayag - 1 unit Accelerograph and 3 units Light Signals
14. TMO Guihulngan - 1 unit Accelerograph and 3 units Light Signals
15. TMO Aklan - 1 unit Accelerograph and 3 units Light Signals
16. TMO Tubod - 1 unit Accelerograph and 3 units Light Signals
17. TMO Jimenez - 1 unit Accelerograph and 3 units Light Signals
18. TMO Plaridel - 1 unit Accelerograph and 3 units Light Signals
19. TMO Dinagat - 1 unit Accelerograph and 3 units Light Signals
20. TMO Tandag - 1 unit Accelerograph and 3 units Light Signals
21. TMO Masao - 1 unit Accelerograph and 3 units Light Signals
22. TMO Sarangani - 1 unit Accelerograph and 3 units Light Signals
23. TMO Mati - 1 unit Accelerograph and 3 units Light Signals
24. TMO Babak/Samal - 1 unit Accelerograph and 3 units Light Signals
25. TMO Dapa – 1 unit Accelerograph and 3 units Light Signals
26. TMO Lipata - 1 unit Accelerograph and 3 units Light Signals

**B. For Phase I & II**

Two hundred sixteen (216) units of Early Warning Light and Sound Signaling System shall be delivered to PPA Head Office and installed to the following ports:

<b>PMO</b>	<b>Area</b>	<b>No. of Early Warning Light &amp; Audio Signal</b>
Northern Luzon Admin Building	Luzon	3
Bicol Admin Building	Luzon	7
South Harbor Admin Building	Luzon	11
Batangas Admin Building	Luzon	16
Mindoro Admin Building	Luzon	5
Bataan/Aurora Admin Building	Luzon	7
North Harbor Admin Building	Luzon	5
Marinduque/Quezon Admin Building	Luzon	7
Dumaguete Admin Building	Visayas	5
Bohol Admin Building	Visayas	3
Panay/Guimaras Admin Building	Visayas	9
Eastern Leyte/Samar Admin Building	Visayas	7
Negros Occidental/Banago/Bacolod/Bredco Admin Building	Visayas	5
Western Leyte/Biliran Admin Building	Visayas	5
Butuan Admin Building	Mindanao	5
Lanao del Norte/Iligan Admin Building	Mindanao	7
Zamboanga Admin Building	Mindanao	7
Socsargen Admin Building	Mindanao	5
Surigao Admin Building	Mindanao	7
Misamis Oriental/Cagayan de Oro Admin Building	Mindanao	5
Ozamiz Admin Building	Mindanao	7
Zamboanga del Norte Admin Building	Mindanao	5
Davao Admin Building	Mindanao	7
Port of Matnog Admin Building	Luzon	3
Port of Roxas Admin Building	Luzon	3
Port of Bulan Admin Building	Luzon	3
Port of Puerto Galera Admin Building	Luzon	3
Port of Tabaco Admin Building	Luzon	3
Port of Lubang Admin Building	Luzon	3
Port of Dingalan Admin Building	Luzon	3
Port of Casiguran Admin Building	Luzon	3

Port of Dumangas Admin Building	Visayas	3
Port of San Carlos Admin Building	Visayas	3
Port of Siquijor Admin Building	Visayas	3
Port of Liloan Ferry Terminal Admin Building	Visayas	3
Port of Pulupandan Admin Building	Visayas	3
Port of Palompon Admin Building	Visayas	3
Port of Jagna Admin Building	Visayas	3
Port of Culasi Admin Building	Visayas	3
Port of Calbayog Admin Building	Visayas	3
Port of San Andres Admin Building	Visayas	3
Port of Talibon Admin Building	Visayas	3
Port of San Jose Admin Building	Visayas	3
Port of Balingoan Admin Building	Mindanao	3
Port of Benoni Admin Building	Mindanao	3
	<b>TOTAL</b>	<b>216</b>

The Contract shall be divided into two (2) stages:

- a. Delivery of all Accelerographs and Early Warning Light and Sound Signaling System to the PPA Head Office.
- b. Installation of Accelerographs and Early Warning Light and Sound Signaling System to respective PMOs/TMOs/Ports as assigned, and the Integration and Interconnectivity of all units for the Central Monitoring.

### 3. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract is One Hundred Eighteen Million Pesos (Php 118,000,000.00).

### 4. TECHNICAL SPECIFICATIONS

#### 4.1 THE ACCELEROGRAPH

<b>A</b>	Seismic qualified as tested and certified by recognized international testing laboratory.
<b>B</b>	Stores seismic activity information (recording accelerograph) as gathered by the attached sensor or accelerometer.
<b>C</b>	With fault detection system.
<b>D</b>	Provides real-time alarm information (either audio, visual or both) during an earthquake event.



E	With internal battery back-up power.
F	With a minimum design life of 10 years and should be demonstrated and certified to have a 40,000-hour (minimum) mean time between failures
G	Minimum of three components (vertical, longitudinal and transverse)
H	Natural Frequency: Above 50 Hz
I	Damping: Approximately 60-70 percent critical
J	Sensitivity: 2g
K	Bandwidth: DC to 100 Hz
L	Environment: IP67
M	<p style="text-align: center;"><b><i>Recording Capability</i></b></p> <p>Sampling Frequency: Minimum of 100 samples per second</p> <p>Time: From at least 20 seconds before the ground shaking begins until 30 seconds after the last triggering level motion</p> <p>RMS Noise: System noise shall be less than 40 <math>\mu</math>g measured over 0-30 Hz.</p> <p>Media: Memory Card Continuous Recording capable of continuous recording</p> <p>AD Converter: 16 bits</p>
N	<p style="text-align: center;"><b><i>Timing</i></b></p> <p>Interval: Half a second or less</p> <p>Accuracy: Plus or minus 0.2 second per 100 seconds</p> <p>Type: GPS on NTP Server</p>
O	<p style="text-align: center;"><b><i>Triggering (As applicable)</i></b></p> <p>Method: Pendulum or other device using earthquake motion as an exciting force</p> <p>Level: Accelerograph: 0.5 to 100 gals nominal velocimeter: 5 <math>\mu</math>m/s to 1 mm/s</p> <p>Time: Full operation of accelerograph/velocity in not over 0.1 second after activation.</p>
P	<p style="text-align: center;"><b><i>Power</i></b></p> <p>Battery maintained by charger</p>

Q	<p style="text-align: center;"><b>Communication</b></p> <p>Ethernet: 10 base-T or 100 base-TX  Protocol: TCP/IP FTP/SFTP  Compatible to existing PPA Software to interface with Web Server/  Monitoring Computer</p>
---	--

#### 4.2 INTEGRATION AND INTERCONNECTION FOR CENTRAL MONITORING

R	<p style="text-align: center;"><b>Integration and Interconnection for Central Monitoring</b></p> <p>Can receive data from the seismic accelerograph and store in database at the central monitoring systems of the accelerographs at the Central Monitoring Station of PPA.</p> <p>Compatible with existing PPA seismic accelerograph systems and integration systems software.</p> <p>Can be displayed in map image and target point icon and can be transitioned to the individual information display screen with icon click.</p> <p>The accelerographs must display the same information and features in the central monitoring system just like with the existing installed accelerograph machines and can transition to the individual information display screen with the target line click at the Central Monitoring Station at PPA.</p> <p>Results can display target earthquake information; the information transmission function in data format must be consistent with data format of the Central Monitoring Station of PPA.</p> <p>Results of each accelerograph can display the latest information of all points at once just like the existing accelerographs systems. (The display content is the same as the individual information display screen)</p>
S	<p style="text-align: center;"><b>Other Requirements</b></p> <p>All parts/peripherals must be brand new. It shall be of the same brand or maker.</p>
	<p>To maintain continuous recording of data, a media for recording must be used at all times.</p> <p>Battery Inspection. The accelerograph shall be tested with any charge device disconnected from an electric power source.</p>

	<p>The mixing/combinations of the seismic equipment's peripherals and parts with other brands or maker must not be done because these systems and parts are not interoperable (or if they are, it diminishes its accuracy) and will definitely contribute to the dysfunctionality of the machine in time (the accelerograph and the accelerometers must be of the same brand).</p> <p>Must have a certificate from the manufacturer as Philippine Distributor/Local Authorized Representative for Accelerograph for at least five (5) years.</p> <p>Must have a System Certificate of Compatibility /Interconnectivity from the Manufacturer or Original Equipment Manufacturer (OEM) that supplied the Accelerograph System installed in the Philippine Ports Authority.</p> <p>Must be used to set off alarms at specified intensity levels triggering real-time alarm information</p> <p>May trigger automatic switch off for utilities such as gas lines, electrical power lines and elevators as may be prudent in case of such high intensity earthquake.</p>
--	---

#### 4.3 INSTALLATIONS AND INTERCONNECTIVITY

<b>T</b>	<p><b><i>Mobilization / Demobilization</i></b></p> <p>Installation of Accelerograph System  Roughing-Ins, Installation and Termination of Cable  Coring and Restoration of Works</p>
	<p>Systems &amp; Network Configuration  Systems Integration with existing accelerographs  Integration of Equipment with existing accelerographs  Network Testing  Testing and Commissioning</p>

#### **Early Warning Light and Audio Signaling System**

Early Warning Light and Audio Signaling System using visual and color-coded signal tower which can inform people if evacuation is already necessary when **RED** light is **ON**, it means **EVACUATION** from the building; while the **GREEN** light means **OK**.

Early Warning Light and Audio Signaling System must be controlled by accelerograph depending on the trigger level for warning and for evacuation. Modes using color coded lighting signals: Green means OK; Red means EVACUATE.

Two hundred ninety-four (294) units Early Warning Light and Audio Signaling System using visual and color-coded signal tower which can inform people if evacuation is already necessary.

A	Operating Ambient Temperature	-20°C - +50°C
B	Operating Humidity Range	90%RH or less, no condensation
C	Storage Temperature Range	-30°C - +60°C
D	Storage Humidity Range	90%RH or less, no condensation
E	Mounting Location	Indoor Use
F	Mounting Direction	Upright Position
G	Protection Rating	IP65(EIC 60529)/NEMA TYPE
H	Environmental Conditions	Upright Position and Buzzer Sound No. 4 (Sweep) from all directions at a 1m distance
I	Insulation Resistance	More than 1MΩ at DC500V between the power input lead and chassis
J	Withstand Voltage	AC 500V for 1 minute between terminals and chassis without breaking insulation (AC1500V for 1 min.)
K	Flash Rate	60 ±2 Flashes / min
L	Sound Level	LR6 Typ. 88db
M	Sound Reduction	Ab, -10dB reduction
N	Buzzer Sound	Four (4) patterns: 1. Rapid Intermittent Sound; 2. Continuous Sound; 3. Rapid Hi-Low; 4. Sweep Sound
O	Transistor Output	NPN/PNP (AC100-240V is NPN only)
P	Conformity Standards	UL508, CSA-C22.2 No. 14 FCC Part 15 Subpart B Class A RoHS Directive (EN 50581) EMC Directive (EN 61000-6-4, EN 61000-6-2) KC (KN 61000-6-4, KN 6100-6-2) Low-voltage Directive (IEC/EN 60947-5-1, EN62471)

## 5. DELIVERABLES AND PAYMENT

Payments shall be released to the Supplier after completion of each activity, as indicated below:

ACTIVITY		DELIVERY/ COMPLETION	PERCENTAGE OF CONTRACT PRICE
1	Delivery of Twenty-six (26) Seismic Accelerograph Units with Global Positioning System and Two hundred ninety-four (294) Early Warning Light and Audio Signaling System at the PPA Head Office	Delivery at the PPA Head Office within 120-160 calendar days from receipt of Notice to Proceed	70%
2	Installation of Accelerographs to respective PMOs/TMOs/Ports as assigned, and the Integration and Interconnectivity of all units for the Central Monitoring	Delivery and Installation of Accelerographs Systems and Early Warning Light & Audio Signaling System at designated ports and Integration and Interconnectivity of the systems to the Central Monitoring Office within 160-190 calendar days from the Acceptance of the delivery of all Seismic Accelerograph Units with Global Positioning System and Early Warning Light & Audio Signaling System by the Central Office Manila	30%

The actual amount corresponding to each percentage shall be indicated in the contract after determination of the total contract price.

For the release of the subject amounts, the Supplier shall bill PPA accordingly and present the required documents for payment.

## **6. WARRANTY**

Each unit shall be free from defects in materials and workmanship. The warranty period shall be at least one (1) year from the date of receipt of the equipment by the PPA, wherein all costs for any repairs and/or replacement of parts of the equipment shall be for the account of the Supplier.

Within this period, maintenance checks and calibration shall be done regularly, without cost to the PPA.

## **7. OTHER REQUIREMENTS**

**7.1 Spare Parts.** The Supplier shall warrant the availability of spare parts for a period of at least five (5) years from the purchase of the subject units.

**7.2 After-Sales Services.** The Supplier shall provide for technical support, either through phone-in hotline or on-site visits, if necessary. All issues shall be resolved within two (2) working days from notice thereof.

**7.3 Service Unit/s.** The Supplier shall warrant the availability of a service unit in case of repairs, or in the event of a breakdown of any of the purchased equipment.

The temporary unit shall be deployed to the concerned PMO/TMO within forty-eight (48) hours from PPA's request. Any replacement shall be of the same or superior specifications and acceptable to the PPA.

**7.4 Training/Orientation.** Training/orientation for the use and maintenance of the equipment shall be conducted by the Supplier for the concerned PPA personnel. Training shall be done immediately after the installation of the respective units to within one (1) month from installation of all units. All costs for training shall be for the account of the Supplier.

**7.5 Equipment Manual.** One set of equipment manual shall be included for each unit of equipment delivered.

**7.6 Testing.** Testing of the seismic accelerographs and strobe lights will be done by simulating an earthquake shake in the accelerograph's sensor.

The strobe light will light up depending on how strong is the earthquake recorded during the shaking.


The following color will light up:

MMI 1-3 = green light without sound

MMI 4 = yellow without sound

MMI 5 = red with sounds

- 7.7 Requirements for Integration and Interconnectivity of Accelerograph like the presence of internet connection (with at least 5mbps) and VPN will be provided by the PPA.
- 7.8 Must have completed a single contract similar to the contract to be bid whose value must be at least equivalent to fifty percent (50%) of the ABC. For this purpose, a similar contract means contract for the Supply, Delivery, Installation and Commissioning of Seismic Accelerograph.

  
**Eric E. Dimaculangan**  
Acting Manager  
Administrative Services Department

## ***Section VIII. Checklist of Technical and Financial Documents***



# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) 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**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

**Or**

Original copy of Notarized Bid Securing Declaration; **and**

- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- ☐ (g) 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***

- ☐ (h) 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 the following:

- a. that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful; and
- b. failure to enter into JVA in the event of a contract award shall be a ground for bid disqualification and subsequent forfeiture of the bid security.

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

- ☐ (i) *[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.
- ☐ (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**II. FINANCIAL COMPONENT ENVELOPE**

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

Bid Form for the Procurement of Goods  
[shall be submitted with the Bid]

---

**BID FORM**

Date : \_\_\_\_\_  
Project Identification 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.

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: \_\_\_\_\_



**Price Schedule for Goods Offered from Within the Philippines**  
**[shall be submitted with the Bid if bidder is offering goods from within the Philippines]**

---

**For Goods Offered from Within the Philippines**

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

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

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

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

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

Bid Securing Declaration Form  
[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION  
Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity 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 No. 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; and
  - 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 OR ITS  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant

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

Contract Agreement Form for the Procurement of Goods (Revised)  
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after  
receiving the Notice of Award]

---

CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of  
PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and  
[name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the  
other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services,  
particularly [brief description of goods and services] and has accepted a Bid by the Supplier  
for the supply of those goods and services in the sum of [contract price in words and figures in  
specified currency] (hereinafter called “the Contract Price”).

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 referred to.
2. The following documents as required by the 2016 revised Implementing Rules and  
Regulations of Republic Act No. 9184 shall be deemed to form and be read and  
construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
  - i. Schedule of Requirements;
  - ii. Technical Specifications;
  - iii. General and Special Conditions of Contract; and
  - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder’s bid, including the Eligibility requirements, Technical and  
Financial Proposals, and all other documents or statements submitted;  
  
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;
- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the  
Procuring Entity concerned in the PBDs. Winning bidder agrees that  
additional contract documents or information prescribed by the GPPB that  
are subsequently required for submission after the contract execution, such



as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

#### Acknowledgment

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

Omnibus Sworn Statement (Revised)  
[shall be submitted with the Bid]

---

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]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

---

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 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]

**NET FINANCIAL CONTRACTING CAPACITY (NFCC)  
COMPUTATION**

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

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

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

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

NFCC = Php \_\_\_\_\_

K = 15

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

Submitted by:

\_\_\_\_\_  
Name of Supplier/Distributor/Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

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

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

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

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

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

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

This is to certify that \_\_\_\_\_ has completed the following:

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

\*TO BE ATTACHED TO THE STATEMENT

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date