



ANNUAL PREVENTIVE MAINTENANCE FOR THE AIRCONDITIONING UNITS OF THE COLLEGE OF ARTS AND SCIENCES, UNIVERSITY OF THE PHILIPPINES MANILA

Prepared by:
UP Manila Procurement Office and BAC2 Secretariat
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in accordance with
Philippine Bidding Documents (PBD)
Government of the Republic of the Philippines
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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.

Section I. Invitation to Bid



INVITATION TO BID

Annual Preventive Maintenance for the Airconditioning Units of the College of Arts and Sciences, University of the Philippines Manila

1. The University of the Philippines Manila, through the **FY GAA 2023/UGTFI** intends to apply the sum of **One Million Four Hundred Seventy-Eight Thousand Four Hundred Pesos (Php1,478,400.00)** being the Approved Budget for the Contract for one year to payments under the contract **Annual Preventive Maintenance for the Airconditioning Units of the College of Arts and Sciences, University of the Philippines Manila**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *University of the Philippines Manila* now invites bids for the above Procurement Project. Delivery of the Services is required for **One (1) year**. Bidders should have completed, within the last five 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).
3. 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) No. 9184.
4. 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 No. 5183.
5. Prospective Bidders may obtain further information from University of the Philippines Procurement Management Office, BAC2 Secretariat and inspect the Bidding Documents at the address given below during office days, 8:00 to 4:00 p.m.
6. A complete set of Bidding Documents may be acquired by interested Bidders on **23 January 2024** from the given address and website(s) below. The Procuring Entity shall allow the bidder to present its proof of payment for the bidding documents fees amounting to **Two Thousand Pesos (Php2,000.00)** in person, by facsimile or electronic means (email).
7. The University of the Philippines Manila will hold a Pre-Bid Conference on **30 January 2024 at 1:30 p.m.** through Zoom which shall be open to prospective bidders.

The BAC conduct meetings via zoom until such time that the implementation of community quarantine or similar government restrictions are lifted by the proper government authorities.

The prospective bidders are advised to register first @ [Zoom Meeting Registration Link](#) and wait for further advice for the Zoom link which shall be provided to the prospective bidders who successfully registered.

8. Bids must be duly received by the Procurement Office through manual submission, on or before **13 February 2024** not later than 1:00p.m. at Procurement Management Office, 2nd Floor Joaquin Gonzales Compound, Padre Faura St., Ermita Manila. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on **13 February 2024, 1:30p.m.** at the given address below and/or via *Zoom*. Bids will be opened in the presence of the bidders' representatives who choose to join the zoom meeting.

The prospective bidders are advised to register first @ [Zoom Meeting Registration Link](#) and wait for further advice for the Zoom link which shall be provided to the bidders who successfully registered.
11. The zoom link will be provided to those who signified their intention to attend. Only those whose names were submitted to the Secretariat will be allowed access to the meeting room. Zoom link should not be shared to other people.

The prospective bidders/suppliers shall stay initially at the zoom waiting room until the discussion of the item where they intend to participate starts. The host of the meeting from the BAC Secretariat will then let them in to the meeting room just before the discussion of the specific matter they intent to participate.
12. The University of the Philippines Manila 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.
13. For further information, please refer to:

Ms. Melody Jane L. Rojo (Tel. No. 8814-1213)
Mr. Jonald D. Karingal/Ms. Joy A. Rodriguez (Tel. No. 8814- 1224)
BAC2 Secretariat, Procurement Management Office,
2nd Floor Joaquin Gonzales Compound, Padre Faura St., Ermita Manila
(upm-bac2-secretariat@up.edu.ph)
14. You may visit the following websites:
For downloading of Bidding Documents: *PhilGEPS and UP Manila website*


MARIA ELIZA RUIZ AGUILA, PhD
Chair, Bids and Awards Committee 2

NOTED:


JOHANNA PATRICIA A. CAÑAL, MD, MHA, MSc
Vice Chancellor for Administration

*Posted at PhilGEPS, UP Manila website Bulletin Board at the
Procurement Management Office starting 23 January 2024*

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *University of the Philippines Manila*, wishes to receive Bids for the ***Annual Preventive Maintenance for the Airconditioning Units of the College of Arts and Sciences, University of the Philippines Manila***. with Project Identification Number **20775**.

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

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

2. Funding Information

21. The GOP through the source of funding as indicated below for ***FYGAA 2023/UGTFI*** in the amount of ***One Million Four Hundred Seventy-Eight Thousand Four Hundred Pesos (Php1,478,400.00)***

22 The source of funding is: ***FYGAA 2023/UGTFI***

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

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

- 52 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

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

101. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
102. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five years prior to the deadline for the submission and receipt of bids.
103. 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.
 - a. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

12. Bid and Payment Currencies

- 12.1. Payment of the contract price shall be made in Philippine pesos

13. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until one hundred twenty (120) calendar days after the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non- responsive.

14. Sealing and Marking of Bids

Each Bidder shall submit **(3) *three*** Copies of the first and second components of its bid. **(1) *one*** Original and **(2) *two*** additional copies (***Copy 1 and Copy 2***)

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.

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

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.

15. Deadline for Submission of Bids

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

16. 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.

17. Domestic Preference

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

18. Detailed Evaluation and Comparison of Bids

191. 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.

192. The Project shall be awarded as ONE CONTRACT.

193. 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.

19. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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**.

20. 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**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause													
5.3	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work or as part of the whole contract, shall be: <i>Preventive Maintenance of Airconditioning including general check-up, cleaning, troubleshooting and repair of Air Conditioning Unit.</i>												
7.1	<i>Not applicable</i>												
10.4	<i>The key personnel must meet the required minimum years of experience set below</i> <table><tr><th><u>Key Personnel</u></th><th><u>General Experience</u></th><th><u>Relevant Experience</u></th></tr><tr><td>Project Manager</td><td>At least 5 years</td><td>Project Manager with at least three (3) years of similar project experience.</td></tr><tr><td>Mechanical Engineer</td><td>At least 5 years</td><td>Licensed Mechanical Engineer with at least three (3) years' of experience as project coordinator/consultant in Airconditioning Unit field.</td></tr><tr><td>Air-Con Technician</td><td>At least 2 years</td><td>Air-Con Technician with at least Two (2) years of similar project experience.</td></tr></table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	At least 5 years	Project Manager with at least three (3) years of similar project experience.	Mechanical Engineer	At least 5 years	Licensed Mechanical Engineer with at least three (3) years' of experience as project coordinator/consultant in Airconditioning Unit field.	Air-Con Technician	At least 2 years	Air-Con Technician with at least Two (2) years of similar project experience.
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>											
Project Manager	At least 5 years	Project Manager with at least three (3) years of similar project experience.											
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Air-Con Technician	At least 2 years	Air-Con Technician with at least Two (2) years of similar project experience.											
	<i>Not applicable</i>												
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than Php29,568.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php73,920.00 if bid security is in Surety Bond.												
19.3	<i>Not applicable</i>												

20.2	<i>Submission of Postqualification requirements within a non-extendable period of five (5) calendar days from receipt by the Bidders of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidders shall submit its latest income and business tax return filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate license and permits required by law and stated in the BDS.</i>
21.2	<i>List here any additional contract documents relevant to the Project that may be required by existing law and/or the Procuring Entity: Copy of approved Terms of Reference with Conforme of the authorized representative of the bidder.</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

**THE TERMS AND CONDITIONS FOR THE
ANNUAL PREVENTIVE MAINTENANCE FOR THE AIRCONDITIONING
UNITS OF THE COLLEGE OF ARTS AND SCIENCES,
UNIVERSITY OF THE PHILIPPINES MANILA**

Section V. Special Conditions of Contract

NOT APPLICABLE FOR THIS SERVICE CONTRACT

Section VI. Schedule of Requirements

NOT APPLICABLE FOR THIS SERVICE CONTRACT

Section VII. TERMS OF REFERENCE



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TERMS OF REFERENCE

ANNUAL PREVENTIVE MAINTENANCE FOR THE AIRCONDITIONING UNITS OF THE COLLEGE OF ARTS AND SCIENCES

ARTICLE I

DEFINITION OF TERMS

UNIVERSITY – shall refer to the **UNIVERSITY OF THE PHILIPPINES MANILA**, the national university of the Philippines, a public and secular institution of higher learning, created by virtue of Act 1870, as amended and reorganized and operating by virtue of Republic Act No. 9500, through its constituent university, University of the Philippines Manila with address at 8/F RCB Building, Philippine General Hospital Manila, represented herein by its Vice Chancellor for Administration and Finance **Dr. JOHANNA PATRICIA A. CAÑAL**

SUPPLIER – shall refer here as the contractor that gained the rights to render and provide the air-conditioning units technical services/preventative maintenance through competitive bidding.

SCOPE OF WORK

The SUPPLIER shall provide for one (1) year preventative maintenance program for 185 air-conditioning units (ACUs) attached as Annex I.

The SUPPLIER shall:

- 1) Perform the Annual Preventive Maintenance (PM) of the following air-conditioning units of the UNIVERSITY OF THE PHILIPPINES, MANILA:
- 2) The total number of air-conditioning subject for preventive maintenance is ONE HUNDRED EIGHTY FIVE (185) units of various types ranging from window type to split type air-conditioning unit.
- 3) Conduct Monthly visit for the inspection of the air-conditioning units to ensure that the equipment stays in good factory standard operating condition and reduce the possibility of equipment failure. This includes:
 - a) Inspect operation of the unit
 - b) Cleaning of air dust filters, evaporator, condenser coil
 - c) Check condition and settings of panel controls, operating controls, safety controls, thermostat and gauges to ensure optimum performance
 - d) Check for proper refrigerant charge to ensure optimum performance
 - e) Check compress ampere reading
 - f) Clean exterior panel of indoor units (and outdoor unit if of split type)
 - g) Check condenser fan motor alignment



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- h) Record voltages
 - i) Check all terminal tight connection
 - j) Lubricant all moving parts, as required
 - k) Check up the drain and remove partial clogging
 - l) Check-up unit for abnormal sound and vibration
- 4) Conduct QUARTERLY VISIT for the general cleaning of the cooling coils using detergent or mild chemical that will not corrode the evaporator and condenser coil and pressurized water;
- 6) Submit service report every visit.
- 7) Submit report, recommendation and findings on parts found to be defective at the time of latest conduct of preventive maintenance or emergency service. Cost estimate or proposal shall be submitted within the week at the most reasonable or competitive price which is the same in the prevailing costing of the particular trade. The SUPPLIER/Service provider will only carry out the corrective action or major repair upon the approval of the proposal and quotation.
- 8) The SUPPLIER must also maintain a logbook, checklist and record of all preventive maintenance activities accomplished on each air-con unit, including the results of checks and inspection conducted duly signed by authorized representative.
- 9) During the emergency service called by the UNIVERSITY, Preventive Maintenance would also be conducted on the same day.
- 10) The contractor shall include minor repair such as replacement of capacitor and charging of Freon.

ARTICLE II

CONTRACT PRICE

- a. For and in consideration of the performance and accomplishment of the PREVENTIVE MAINTENANCE the UNIVERSITY shall pay the SUPPLIER the total amount of **ONE MILLION FOUR HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED PESOS** (Php 1,478,400.00) VAT inclusive for a one-year preventive maintenance of one hundred eighty five (185) air-con units, consisting 21 window type at **Php400**/unit and 78 wall/floor mounted split type, and 86 cassette type at **Php700**/unit inclusive of minor repair such as replacement of capacitor and Freon charging. Subject to pertinent laws on government contracts and auditing procedures.
- b. The contract price is inclusive of all duties and taxes





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- c. No changes shall be made on the Contract Price by reason of escalation in currency. Any adjustment in Contract Price shall be done in accordance with guidelines provided by law.
- d. The payment of escalation costs shall be subject to the unilateral and written approval of the UNIVERSITY and to availability of funds.

ARTICLE III

EQUIPMENT AVAILABILITY

The UNIVERSITY agrees to make the air-con unit available for maintenance services at the equipment site. However, in some untoward instances or unavailability of the air-con unit due to renovation of the area where the unit is installed, or the unit is condemned, or other reason the SUPPLIER shall notify the UNIVERSITY that the preventive maintenance has not been conducted on the subject unit UNIVERSITY may designate air-con unit from other offices in replacement to the unavailable unit. In case there is no designated unit in replacement for the unavailable unit and less than one hundred sixty three units has been subjected to preventive maintenance a corresponding cost will be deducted equivalent to FOUR HUNDRED PESOS (Php 400.00) per window type per month and SEVEN HUNDRED PESOS (Php 700.00) per split type per month.

ARTICLE IV

CORRECTIVE MAINTENANCE

- a) It is understood that the unit under the agreement is in good operating condition on the date the agreement becomes effective. SUPPLIER reserves the right to inspect any unit to be placed in the Preventive Maintenance Agreement to determine its operating condition. Any repair necessary to restore the air-con unit to good working before inclusion in the Preventive Maintenance Agreement will be charged to the UNIVERSITY. Air-con unit not included in the number and type of unit in this agreement due to other reason or installation of the unit after the effectivity of this contract shall be charged by the contractor at reasonable cost provided the UNIVERSITY agreed and approved the SUPPLIER proposal and quotation to conduct the preventive maintenance for the additional air-con unit on top of one hundred eighty five air-con units in the contract.
- b) Equipment for repair that will be included in the Preventive Maintenance Agreement has no standard repair charge. A separate proposal of these repairs will be charged on a time and replacement parts basis. No repair will be started without the approval of the UNIVERSITY to the proposal/quotation of the SUPPLIER covering Purchase, Contract or Job Order
- c) In case that the some of the subject air-con unit for preventive maintenance is declared unserviceable or for condemn during the service contract the



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SUPPLIER shall report the problem to the UNIVERSITY and the preventive maintenance on the air-con unit will be discontinued. A corresponding amount will be deducted proportional to the service being rendered by the SUPPLIER/service provider.

- d) Similar, newly installed, and /or existing air-con not part of this contract may be included in the UNIVERSITY will approve the quotation for additional services fee that is reasonable and at the same rate to prevailing service fee. All the units under the terms of reference are not under/covered by the warranty.
- e) In case the SUPPLIER found that the some of the subject air-con units listed in Article I. (one hundred eighty five units) cannot be maintained for whatever reason such as renovation of the room, or the unit is declared unserviceable or for condemn the SUPPLIER shall immediately notify the UNIVERSITY and the UNIVERSITY has the option to assign another air-con from other office not included in the above listed air-con units just to meet the one hundred eighty five (185) air-con contract.

ARTICLE V PAYMENT TERM

- a. The UNIVERSITY shall pay the supplier the total contract price in monthly basis equivalent to number of units serviced;
- b. The UNIVERSITY shall only pay after the acceptance of the Preventive Maintenance performed by the SUPPLIER in compliance with this Agreement.

ARTICLE VI CUSTOMER'S OBLIGATION The UNIVERSITY shall

- a. At all-time keep the air-con units in the proper operating condition as recommended by the SUPPLIER and inform SUPPLIER for the operating status from time to time.
- b. Inform SUPPLIER of any air-con unit relocation. Reinstallation/ relocation may be done delegated to the SUPPLIER at standard service rate upon receipt of the of an official order number.
- c. Use the air-con units in normal operation and may be in accordance with such instruction and recommendation as may be issued by the SUPPLIER and update time to time.





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- d. Shall ensure that the SUPPLIER'S representatives have full and free access to the air-con unit and other facilities, electrical wiring that the unit is connected and information at the equipment site as SUPPLIER shall reasonably require in performing its duties under these terms of reference/agreement. In the event of an emergency repair being required prior to the schedule Preventive Maintenance visit, the SUPPLIER agrees to advance the schedule PM visit not greater than one month 30 days only.
- e. Shall take all such steps as may be necessary to ensure the safety of any of SUPPLIER'S representatives who visit the equipment site.

ARTICLE VII

BREACH OF AGREEMENT

- a. In case of breach of any provision/s in this Agreement, the parties agree to use their best efforts to amicably resolve the matter.
- b. The UNIVERSITY shall have right to withhold any payment due or terminate this Agreement for failure of the SUPPLIER to comply with any of their undertakings as appearing in Articles I and II of this Agreement.
- c. Notice for amicable settlement of any breach or controversy in the implantation shall be provided in writing the aggrieved party.
- d. When the SUPPLIER fails to satisfactorily deliver the maintenance services under the contract within the specified time under Article I of the agreement, the SUPPLIER shall be liable for damages for the delay and shall pay the amount of ten percent (10%) of the preventive maintenance as appearing in Article II-a of the agreement by way of liquidated damages. Such amount shall be deducted from any money due, or which may become due to the SUPPLIER.
- e. In case of conflict between the Parties, arising from this agreement, both parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find mutually acceptable solution to their dispute. Existing University policies on alternative dispute resolution shall be followed by the parties.
- f. Should Parties fail to reach an amicable settlement of their dispute, the same shall be submitted to arbitration, in accordance with Republic Act No. 9285 or the ADR Law of 2004. However, should the dispute between the parties reach the courts of law, the parties agree the competent courts of City of Manila shall have exclusive jurisdiction over the same.





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VII. MAINTENANCE PARTS

1. The SERVICE PROVIDER shall provide supplies and service parts for replacement which is necessary to ensure proper function of the equipment and shall be charged to the account of the UNIVERSITY subject to billing in accordance with agreed proposed rates.
2. The UNIVERSITY agrees to pay on its account the cost of materials, components found defective due to normal wear and tear, or damaged due to abnormal operating conditions, as well as the cost of defective units and/or parts requiring changes and/or alterations, deviations or addition to original design of the equipment. However, SERVICE PROVIDER shall submit a quotation for the necessary replacement, changes and/or alterations, deviations or additions to the original design of the equipment in writing and subject for evaluation in comparison to a recent market survey quotation from CPDMO before approval of the UNIVERSITY.
3. The replacement of supplies and/or parts shall only be carried out upon receipt of the authorized written approval from the UNIVERSITY in the form of a valid Purchase Order. Replaced parts shall be surrendered to UNIVERSITY in accordance with the Commission on Audit's accounting and auditing rules and regulations.

Prepared by (FROM THE CPDMO TOR)

CARLOTA P. SURAT
AOV

Recommending Approval:

IGNATIUS H. VINZONS, M.A.
Associate Dean for Planning and Development

MARIA CONSTANCIA O. CARRILLO, Ph.D.
Professor and Dean

Certified Correct:

AR. ROSALIE G. FLORES-BERNARDO
Chief, CPDMO

RECOMMENDING APPROVAL:

JOHANNA PATRICIA A. CANAL, MD, MHA, MSc
Vice Chancellor for Administration and Finance

APPROVED:

DR. MICHAEL L. TEE
Professor and Chancellor
23 NOV 2023



ANNEX I
CAS TOR ANNUAL PREVENTIVE MAINTENANCE OF ACUS

CAS STATUS OF ACUS as of July 6, 2023

Aircon Specs	Location	Number of units	Status	Property No.
Cassette, Mitsubishi	GAB 101	1	working	
Cassette, Mitsubishi	GAB 102	2	Working	
Cassette, Mitsubishi	GAB 103	1	Working	
Cassette, Mitsubishi	GAB 104	1	WorkingS	
Cassette, Mitsubishi	GAB 105	1	working	
Cassette, Mitsubishi	GAB 107	2	2-working	
Wall mounted, Mitsubishi	Printing Room	1	working	
1 Wall mounted, 5 cassette, Koppel	GAB 201	6	6-working	
1 wall mounted, Kolin, 1 wall mounted, Koppel	GAB 202A	2	2-working	
1 wall mounted, Mitsubishi, 1 wall mounted, Carrier	GAB 201B	1	1-working	
Cassette, Koppel	GAB 203	2	2-working	
Cassette, Koppel	GAB 204	1	working	
Cassette, Koppel	GAB 206	1	1-working	
Cassette, Koppel	GAB 207	1	1-working	
Cassette, Koppel	GAB 208	2	2-working	
Wall mounted, Koppel, window type, Carrier	GAB 209	1	1-working	
Cassette, Koppel	GAB 301	1	1-working	
Cassette, Koppel	GAB 301A	1	1-working	
Cassette, Koppel	GAB 301B	2	2-working	
Cassette, Koppel	GAB 302	1	1-working	
Cassette, Koppel	GAB 304	1	1-working	
Cassette, Koppel	GAB 303	2	2-working	
Cassette, Koppel	GAB 306	2	2-working	
Cassette, Koppel	GAB 308	2	2-working	
Cassette, Koppel	GAB 401	2	2-working	
Cassette, Koppel	GAB 402	2	2-working	
Cassette, Koppel	GAB 403	1	1-working	
Cassette, Koppel	GAB 404	1	1-working	
Cassette, Koppel	GAB 405	2	2-working	
Cassette, Koppel	GAB 406	1	1-working	

Cassette, Koppel	GAB 408	2	2-working	
Cassette, Koppel	GAB 410	1	1-working	
Cassette, Koppel	GAB 501	2	2-working	
Cassette, Koppel	GAB 502	2	2-working	
Cassette, Koppel	GAB 504	2	2-working	
Cassette, Koppel	GAB 505	2	2-working	
Cassette, Koppel	GAB 506	2	2-working	
Cassette, Koppel	GAB 507	1	1-working	
Cassette, Koppel	GAB 508	1	1-working	
Cassette, Koppel	GAB 510	1	1-working	
Window type, Everest, window type Koppel	Student center, GF	2	2-working	12009.4/4 001127
window type, Panasonic	Student center, 2 nd Flr.	1	working	01145.1/2
Floor mounted, Matrix	Student center, 3 rd Flr.	1	1-working	01145-2/2
Cassette, Koppel	RH 210	2	2-working	
Window type	RH 212	1	working	011087
Wall mounted, Koppel	RH 208	2	2-working	
Cassette, Koppel	Cybernook	3	3-working	
Window type, Panasonic, window type, Aston	RH 112	2	2-working	011088.1
Wall mounted, Koppel	RH 113	2	2-working	
Window type, Carrier	RH 114	1	1-working	007776
Wall mounted, Koppel	RH 116	2	2-working	
Window type, Everest	RH 119	1	1-working	12009.1/4
Wall mounted, Koppel	LT	10	working	
Wall mounted, Koppel	RH 110A	3	3-working	
Wall mounted, Koppel	RH 110B	4	2-working, 1-not working, 1-working but not cooling	
Window type, Koppel	RH 109	1	1-working	008821
2 window type, Koppel, 1 window type, Carrier	RH 111	3	working	NE02-401-406.1


Window type, Koppel, window type, Condura	RH 106/OSS	2	2-working	9411
Wall mounted, Koppel	RH 107/OCS	5	5-working	
2 window type, LG, 1 window type, Condura, 1 wall mounted, Koppel, 1 window type, Koppel	RH 102/DPSM	5	working	007776 & 007775, 0520057, 011051, 11227
Floor mounted, Media	RH 103/OAO	1	1-working	011915
Wall mounted, Koppel	RH 115	1	1-working	
Cassette type, Koppel	RH 300	2	2-working	
Cassette type, Koppel	RH 301	2	2-working	
Cassette type, Koppel	RH 302	2	2-working	
	SUB TOTAL	<u>Wall Mounted 47</u> <u>Floor Mounted 4</u> <u>Window Type 21</u> <u>Cassette 74</u>		
	TOTAL	146		

SSWC STATUS OF ACUS

Split-type, York, 2022	Office of the Chairperson	1	1-working	
Split-type, York, 2022	Faculty room #1	1	1-working	
Split-type, York, 2022	Faculty room #2	1	1-working	
Split-type, York, 2022	Pantry	1	1-working	
Floor mounted, Midea	Conference room	1	1-working	
Round-way type, York	Weights room	4	4-working	
Split-type, Midea	Weights room	1	working,	
Round-way type, York	Martial arts room	3	3-working	

Round-way type, York	Dance room	8	8-working	
Split-type, York, 2022	Multi-purpose room 1	4	4-working	
Split-type, York, 2022	Multi-purpose room 2	6	6-working	
Split-type, York, 2022	Multi-purpose room 3	2	2-working	
Split-type, York, 2022	Multi-purpose room 4	2	2-working	
Split-type, York, 2022	Lecture room 1	2	2-working	
Split-type, York, 2022	Lecture room 2	2	2-working	
	SUB TOTAL	<u>Wall Mounted</u> 24		
		<u>Floor Mounted</u> 3		
		<u>Cassette</u> 12		
	TOTAL	39		

Submitted by :


CARLOTA P. SURAT
AOV


IGNATIUS H. MINZONS, M.A.

Associate Dean for Planning and Development


MARIA CONSTANCIA O. CARRILLO, Ph.D.

Professor and Dean

Section VIII. Checklist of Technical and Financial Documents



CHECKLIST OF BID DOCUMENTS

DETAILS/DESCRIPTION OF BID DOCUMENTS

ENVELOPE NO. 1 (Eligibility Requirements)

Legal Documents:

1. Current/ Valid PhilGEPS Registration Certificate (Platinum Membership) with Annex "A" showing the details of the following documents:
 - ☐ Registration certificate from Securities and Exchange Commission (SEC) with Articles Incorporation or Cooperative Development Authority (CDA) (whichever is applicable), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
 - ☐ Valid Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
 - ☐ Current Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Note:

a. In case a document in Annex "A" has expired on the bidding date, the bidder shall attach a copy of the renewed/updated document to the PhilGEPS. Otherwise, the submission shall be considered "failed".

Technical Eligibility Documents:

1. Statement of all its ongoing government and private contracts, within five (5) years similar in nature and complexity to the contract to be bid, including contracts awarded but not yet started, if any.
2. 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. A similar contract refers to Preventive Maintenance of Airconditioning including general check-up, cleaning, troubleshooting and repair of Air Conditioning Unit.(Attach the (a) Contract, (b) Certificate of Completion, (c) Certificate of Acceptance), and (d) Certificate of Satisfactory Performance.
3. Statement of the prospective bidder of all similar completed government and private contracts for the past five (5) years. (Attach the certificate of satisfactory completion)
4. Certified true copy of the official receipt as proof of payment of bid security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or an original copy of the Notarized Bid Securing Declaration;
5. Conformity with the Terms of Reference (TOR), which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable;
Note: Each page of the TOR must be signed or initialed by the bidder's authorized representative/s.
6. Original duly signed Omnibus Sworn Statement (OSS); Latest format of OSS should be used/submitted. Copy is attached.
7. Authorization or Proof of Appointment of the Bidder's Authorized Representative/s giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder in the form of 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, whichever is applicable (Attach a government-issued ID of the Affiant);
8. UP Questionnaire (notarized)

Financial Documents:

1. The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission (AFS for year 2021 and 2022)
2. 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
3. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Financial Documents

ENVELOPE NO. 2 (FiNancial Proposal)

1. Original duly signed and accomplished Bid Form

Statement 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

Contract to be bid : _____

Business Name : _____

Business Address: _____

Name of Client	a. Owner's Name b. Address c. Telephone Nos.	a. Date Awarded b. Date Started c. Date of Completion d. Contract duration	Title of the Project in the Contract	Nature of Work	Contractor's Role (whether sole contractor, subcontractor, or partner in a JV)		% of Accomplishment		Total Contract Value at Award	Value of Outstandin g Works/ Contract
							Planned	Actual		
<u>Government:</u>					Description	%				
<u>Private:</u>										
									P	P

Important notes:

This statement shall be supported with:

1. Notices of Award and/or Contract
2. Notices to Proceed issued by the owner
3. Certificate of Accomplishments signed by the Owner for Ongoing Contracts, if applicable

Submitted by : _____
(Print Name and Signature)

Designation : _____

Date : _____

Name of the Procuring Entity
Name of the Project
Location of the Project

Contract Reference Number

Statement identifying the bidder’s single largest completed contract similar to the contract to be bid

Business Name : _____
Business Address : _____

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

Note: This statement shall be supported with:

- 1 Contract
- 2 CPES rating sheets and/or Certificate of Completion
- 3 Certificate of Acceptance

Submitted by : _____
(Printed Name & Signature)
Designation : _____
Date : _____

One of the technical documents required to be in the Eligibility Envelope of a prospective bidder is a list of all contracts which are similar in nature and complexity to the contract to be bid. This statement will show that the value of the prospective bidder’s largest single completed contract, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices available at the G-EPS website, and similar to the contract to be bid, must be at least fifty percent (50%) of the approved budget for the contract to be bid.



UNIVERSITY OF THE PHILIPPINES MANILA
The Health Sciences Center
BIDS AND AWARDS COMMITTEE 2 (BAC 2)

Name of the Procuring Entity

Name of the Project

Location of the Project

Statement of the prospective bidder of all its completed government and private contract for the past five (5) years

Business Name : _____

Business Address : _____

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

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Section IX. STANDARD FORMS

- ***BID FORM***
- ***BID SECURING DECLARATION***
- ***NFCC***
- ***OMNIBUS SWORN STATEMENT***
- ***U.P QUESTIONNAIRE***
- ***QUICK FACT SHEET***

Bid Form

Date: _____
Invitation to Bid¹ N°: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause **Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:²

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
(if none, state "None")		

² If ADB, JICA and WB funded projects, use IFB.
Applicable only if the Funding Source is the ADB, JICA or WB.

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 as per **ITB** Clause **Error! Reference source not found.** of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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.

Dated this _____ day of _____, 20_____.

[signature] _____

[in the capacity of] _____

Duly authorized to sign Bid for and on behalf of _____

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

X-----X

Invitation to Bid *[Insert reference 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 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 written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - c. I am/we are declared as the bidder with the Highest Rated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. _____

Page _____ **No.** _____

Book _____ **No.** _____

Series of __.

**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK
COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

1. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of schedule of Fixed Assets.

		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 assets – Current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under on- going contracts, including awarded contracts yet to be started coinciding with the contract to be bid. Please show detailed computation including the value of all outstanding / on-going contracts to be deducted from the net working capital)

NFCC = P _____

Or

Commitment from a licensed bank to extend to it a credit line certificate if awarded the contract in the amount of at least 10% of the proposed project to bid.

Name of Bank: _____ Amount: _____

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 and the certificate of commitment from a licensed bank to extend a credit line.

Submitted by:

Name of Supplier/Distributor/Manufacturer

Date:

Signature of Authorized Representative

NOTE:

- (i) If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.
2. The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

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]

QUESTIONNAIRE FOR PROSPECTIVE BIDDERS
(additional requirement for eligibility)

1. Have you ever participated in any bidding in the University of the Philippines System?

YES	NO

If YES, fill up the table below, Use additional pages if necessary.

Constituent University / UP Campus	Name of Project	Amount of Project	Duration Start / End (Dates)	Status (On-going / completed)

2. Has your company ever been suspended or Blacklisted by the University of the Philippines System?

YES	NO

If YES, fill up the table below, Use additional pages if necessary

Constituent University/UP Campus	Name of project	Reason for suspension / Blacklisting	Status (on-going / lifted)

3. Has your company ever been suspended or Blacklisted by any government agency / Company

YES	NO

If YES, FILL UP THE Table below, Use additional pages if necessary

Name of government Agency / Company	Name of Project	Reason for suspension / Blacklisting	Status (on-going / lifted)

4. Has there been any project of your company In the University of the Philippines that was terminated By Administration

YES	NO

If YES, FILL UP THE TABLE BELOW, Use additional pages if necessary

Constituents University / UP Campus	Name of Project	Reason for termination	Date of termination

5. Do you certify that all documents submitted by Your company and personnel are authentic?

YES	NO

YES	NO

6. Is there any pending cases in a Court or any similar institutions in relation to any Government contract awarded to your company? In relation to practice or profession of any of your personnel?

If YES, fill up the table below. Use additional pages if necessary

For Company

Case Filed	Where Filed	Date Filed	Status (On-going / resolved)	Remarks

For Personnel

Name of Personnel & Designation	Case Filed	Where Filed	Date Filed	Status (On-going / resolved)	Remarks

I hereby certify that all statements and information provided herein are complete, true and correct.

Name & Signature of Bidder's
Authorized Representative

Official Designation
Company
Date

Suggested Marking (ITB 20) “Mother Envelop”

BIDDER:
Address



Title of Project

THE BIDS AND AWARDS COMMITTEE 2
University of the Philippines Manila
Taft Avenue, Manila



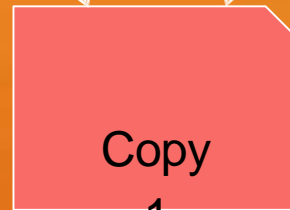
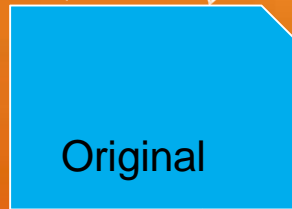
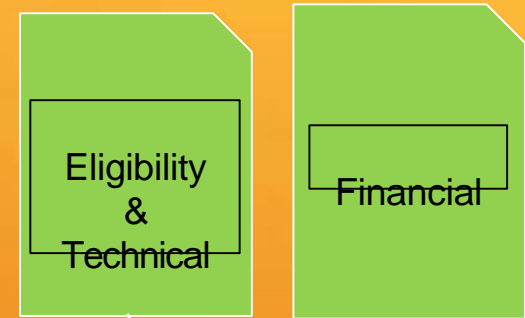
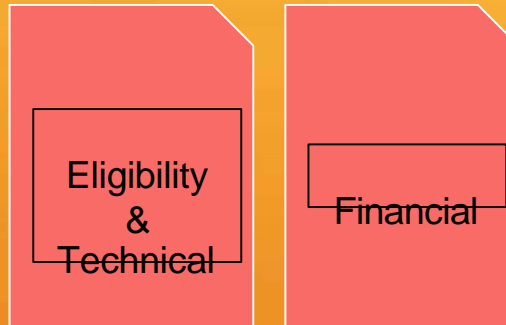
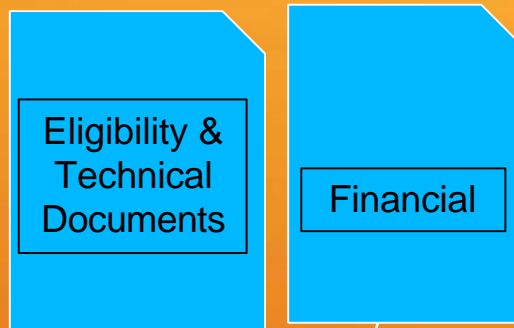
DO NOT OPEN BEFORE _____

PAC KAGING

Original

Copy 1

Copy 2



Suggested Marking (ITB 20)

ORIGINAL BID

BIDDER:

Address



Title of Project

THE BIDS AND AWARDS COMMITTEE 2
University of the Philippines Manila
Taft Avenue, Manila



DO NOT OPEN BEFORE _____



UNIVERSITY OF THE PHILIPPINES MANILA
Procurement Office

QUICK FACT SHEET OF PROSPECTIVE BIDDERS:

PROJECT TITLE: _____

PURCHASE REQUEST NO. _____

BIDDER'S OFFICIAL BUSINESS NAME _____

COMPLETE BUSINESS ADDRESS: _____

OFFICIAL CONTACT DETAILS:

Landline: _____

Cellphone No. _____

Email Address: _____

NAME OF AUTHORIZED/DESIGNATED REPRESENTATIVE: _____

OFFICIAL DESIGNATION IN THE COMPANY: _____

Certified true and correct:

Signature over Printed Name

Designation in the Company

NOTES:

1. Information provided in this fact sheet should be consistent with the details contained in the bidder's legal documents.
2. The certifying officer should be at least the Corporate Secretary who shall execute the Secretary's Certificate of signing authority.
3. A filled-up copy of this sheet shall be sent to the BAC Secretariat when requesting zoom link. Another copy should be placed on top of the original copy of legal documents/eligibility requirements (Envelope 1) of bid documents.

Issued by:

BAC 2/3 Secretariat

Date: _____



UNIVERSITY OF THE PHILIPPINES MANILA
Procurement Office

**GUIDELINES FOR THE CONDUCT OF
BIDS AND AWARDS COMMITTEE MEETINGS USING ONLINE PLATFORMS
(SUCH AS VIDEO CONFERENCING, ZOOM, ETC)**

Background and General Principle

Article III, Section 8 of RA 9184 2016 Implementing Rules and Regulations (IRR) provides that “to promote transparency and efficiency, information and communications technology shall be utilized in the conduct of procurement procedure.”

The Government Procurement Policy Board through its Technical Support Office (TSO) continuously strived for the development of various on-line systems such as PhilGEPS which serves as the primary source of information on all government procurement. Procurement of common-used supplies and equipment can now be done at the Virtual Store of the Procurement Service. Recently, the development of online training platform was hastened due to the physical restrictions brought about by the community quarantine due to the COVID-19 pandemic.

Development of the online system for the submission of bids is ongoing. However, also due to the pandemic, the GPPB-TSO encouraged procuring agencies to develop their own system but in accordance with the guidelines issued by GPPB-TSO to ensure security, integrity and confidentiality of bid documents submitted.

The conduct of meetings with prospective bidders including prebid conference and opening of bids may now be conducted in person or face-to-face through videoconferencing, webcasting or similar technology with the interested suppliers, contractors and consultants.

In UP Manila, specifically the Bids and Awards Committee (BAC1, BAC2 and BAC3) meetings shall be conducted “face to face” using the online platforms. The manner of holding BAC meetings should be announced and described in the Invitation to Bid at the onset of the procurement activities. It should clearly define the guidelines or procedures to be observed by the prospective bidders and other interested contractors, suppliers, or consultants, as follows:

- a. Using the attached Quick Fact Sheet, prospective bidders shall inform the concerned BAC Secretariat of their interest to participate in the prebid conference and opening of bids by sending the name/s of their authorized representative/s and their corresponding email address/es at least, the day before the meeting, to the following email addresses:
BAC 2 : upm-bac2-secretariat@up.edu.ph
BAC 3 : upm-bac3-secretariat@up.edu.ph
- b. The zoom link which shall be provided by the BAC Secretariat to those who signified their intention to attend at least one (1) hour before the scheduled start of the meeting. Only those whose names were submitted to the Secretariat will be allowed access to the meeting room. Zoom link should not be shared to other people.
- c. The prospective bidders/suppliers shall stay initially at the zoom waiting room until the discussion of the item where they intend to participate starts. The host of the meeting from the BAC Secretariat will then let them in to the meeting room just before the discussion of the specific matter they intend to participate.
- d. During discussion, participants shall be requested to put their audio/microphones in “mute” mode, and shall unmute only upon raising their hands and have been given by the presiding officer the permission to speak.
- e. Participants shall open their camera when speaking for proper recognition.
- f. After discussion, all prospective bidders/suppliers for a particular project will courteously be requested to leave the meeting.
- g. Attendance to the zoom meeting should be documented. Likewise, the proceedings/minutes of the meeting should be recorded.

