

# **PHILIPPINE BIDDING DOCUMENTS**

## **PROCUREMENT FOR DELIVERY, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATOR FOR TAM AND CVEA BUILDING; AND DISMANTLING/DECOMMISSIONING OF EXISTING ELEVATOR OF CVEA BUILDING AT THE PSA COMPLEX, EAST AVENUE, QUEZON CITY**

Government of the Republic of the Philippines

**PHILIPPINE STATISTICS AUTHORITY**

Quezon City, Philippines

**PUBLIC BIDDING NO. 2021-26**

**Sixth Edition**

**July 2020**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





**INVITATION TO BID FOR PROCUREMENT FOR DELIVERY, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATOR FOR TAM AND CVEA BUILDING; AND DISMANTLING /DECOMMISSIONING OF EXISTING ELEVATOR OF CVEA BUILDING AT THE PSA COMPLEX, EAST AVENUE, QUEZON CITY**

1. The **Philippine Statistics Authority**, through the **General Fund** intends to apply the sum of Nine Million Twenty Thousand Pesos (**PhP 9,020,000.00**) for **Procurement for Delivery, Supply, Installation, Testing and Commissioning of Elevator for TAM and CVEA Building; and Dismantling/Decommissioning of Existing Elevator of CVEA Building at the PSA Complex, East Avenue, Quezon City**; Public Bidding No. 2021 - 26. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The **Philippine Statistics Authority** now invites bids for the above Procurement Project. Delivery of the Goods is required by *One Hundred Twenty (120) calendar days*. 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).
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.
  - a. 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.
4. Prospective Bidders may obtain further information from **Philippine Statistics Authority** and inspect the Bidding Documents at the address given below during *8:00am to 5:00pm*
5. A complete set of Bidding Documents may be acquired by interested Bidders on *02 December 2021* 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:*

Approved Budget Contract	Amount	Amount of Bidding Documents
ABC	PhP 9,020,000.00	PhP 10,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means.*

6. The **Philippine Statistics Authority** will hold a Pre-Bid Conference<sup>1</sup> on **10:00AM, 10 December 2021** at through video conferencing or webcasting via zoom, which shall be open to prospective bidders. Meeting links will be provided to the respective email addresses provided to the BAC Secretariat by the interested bidders..
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **8:00AM, 22 December 2021**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **10:00AM, 22 December 2021** at the given address below. The link for Zoom conference will be sent to the respective email addresses given by the interested bidders. Bids will be opened in the presence of the bidders' representatives who choose to participate in the activity or witness the opening of the bids through video conferencing via Zoom platform. Bidders interested to participate shall coordinate and register with the BAC Secretariat for the link through email address indicated below. Late bids shall not be accepted.
10. The **Philippine Statistics 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.
11. For further information, please refer to:

**JOSEPH P. CAJITA**

*Head, BAC Secretariat*

*11 th Floor, Cyberpod Centris One,*

*Eton Centris, EDSA, Diliman, Quezon City*

*Telephone No.: (02) 3748270*

*bac-secretariat@psa.gov.ph / [bacsecretariat.psa@gmail.com](mailto:bacsecretariat.psa@gmail.com)*

12. You may visit the following websites:

For downloading of Bidding Documents: PhilGEPS or [www.psaprocurement.gov.ph](http://www.psaprocurement.gov.ph)

(SGD.)

**MINERVA ELOISA P. ESQUIVIAS**

Chairperson

Bids and Awards Committee (BAC)

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

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

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, **Philippine Statistics Authority** wishes to receive Bids for the Procurement for Delivery, Supply, Installation, Testing and Commissioning of Elevator for TAM and CVEA Building; and Dismantling/Decommissioning of Existing Elevator of CVEA Building at the PSA Complex, East Avenue, Quezon City, with identification number *PB 2021-26*.

## 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *FY 2021* in the amount of Nine Million Twenty Thousand Pesos (**PhP 9,020,000.00**).
- 2.2. The source of funding is the General Appropriations Act.

## 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:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 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:

- a. 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 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.

## **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 the **BDS**.
- 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 the **BDS**.

### **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:
  - a. Philippine Pesos.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid 120 calendar days from the submission and 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 its Bid.

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

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

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

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

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

## 17. 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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 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 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

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**

- 20.2. 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**.

## **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**.

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

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Procurement for Delivery, Supply, Installation, Testing and Commissioning of Elevator for TAM and CVEA Building; and Dismantling/Decommissioning of Existing Elevator of CVEA Building for the PSA Central Office</p> <p style="margin-left: 40px;">b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>								
7.1	Subcontracting is not allowed.								
12	The price of the Goods shall be quoted DDP TAM and CVEA Building occupied by PSA Central Office 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> <p style="margin-left: 40px;">a. If bid security is in cash, cashier's/s/manager's check, bank draft/guarantee or irrevocable letter of credit,</p> <table border="1" style="margin-left: 80px; width: 50%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 50%;">ABC</td> <td style="width: 50%;">Amount (2%)</td> </tr> <tr> <td>PhP 9,020,000.00</td> <td>PhP 180,400.00</td> </tr> </table> <p style="margin-left: 40px;">or</p> <p style="margin-left: 40px;">b. If bid security is in Surety Bond,</p> <table border="1" style="margin-left: 80px; width: 50%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 50%;">ABC</td> <td style="width: 50%;">Amount (5%)</td> </tr> <tr> <td>PhP 9,020,000.00</td> <td>PhP 451,000.00</td> </tr> </table> <p style="margin-left: 40px;">c.</p>	ABC	Amount (2%)	PhP 9,020,000.00	PhP 180,400.00	ABC	Amount (5%)	PhP 9,020,000.00	PhP 451,000.00
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19.3	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 50%;">Description</th> <th style="width: 10%;">Unit</th> <th style="width: 10%;">Quantity</th> <th style="width: 30%;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">Delivery, Supply, Installation, Testing and Commissioning of Elevator for TAM and CVEA Building; and Dismantling/Decommissioning of Existing Elevator of CVEA Building</td> <td><i>l</i></td> <td><i>lot</i></td> <td><b><u>PhP 9,020,00.00</u></b></td> </tr> </tbody> </table>	Description	Unit	Quantity	ABC	Delivery, Supply, Installation, Testing and Commissioning of Elevator for TAM and CVEA Building; and Dismantling/Decommissioning of Existing Elevator of CVEA Building	<i>l</i>	<i>lot</i>	<b><u>PhP 9,020,00.00</u></b>
Description	Unit	Quantity	ABC						
Delivery, Supply, Installation, Testing and Commissioning of Elevator for TAM and CVEA Building; and Dismantling/Decommissioning of Existing Elevator of CVEA Building	<i>l</i>	<i>lot</i>	<b><u>PhP 9,020,00.00</u></b>						
20.2	<p>The following documents shall be required:</p> <p style="margin-left: 40px;">a. PhilGEPS Certificate of Registration and Membership</p> <p style="margin-left: 40px;">b. Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located;</p> <p style="margin-left: 40px;">c. Latest Income and Business Tax Return;</p>								

	<ul style="list-style-type: none"> <li>d. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration; and</li> <li>e. Tax Clearance Certificate per Executive Order No. 398, Series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)</li> </ul>
21.2	<i>No further instructions.</i>

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

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (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***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.



## 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>“The delivery terms applicable to this Contract are delivered <i>at PSA Complex, East Ave. Quezon City</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 <i>PSA Building Committee – Technical Working Group</i></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;</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; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol>

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.

**Spare Parts –**

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

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
  - 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 costs 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 three times the warranty period.

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*one (1)*] month 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

Gross weight

Any special lifting instructions

Any special handling instructions

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.

### **Transportation –**

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.

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.

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.

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.

**Intellectual Property Rights –**

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.

2.2

The terms of payment shall be as follows:

	<b>Mode of Payment</b>	<b>Percentage</b>
<b>1</b>	Down payment/Mobilization Fee	15%
<b>2</b>	Up to thirty percent (30%) Accomplishment <i>(based on progress report)</i>	25%
<b>3</b>	Up to sixty percent (60%) Accomplishment <i>(based on progress report)</i>	25%
<b>4</b>	Up to ninety percent (90%) Accomplishment <i>(based on progress report)</i>	25%
<b>5</b>	Retention Fee	10%
	<b>TOTAL</b>	<b>100%</b>

4

The inspections and tests that will be conducted are:

*Elevator Load Test*

## *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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1 Lot	<b>Delivery, Supply, Installation, Testing and Commissioning of Elevator for TAM and CVEA Building:</b>			<b>Within 120 Calendar Days</b> upon receipt of Notice to Proceed (NTP)
	a. Site Inspection	2	2	
	b. Submission and Approval of Detailed Shop Drawings/Plans	2	2	
	c. Permits and Licenses	2	2	
	d. Procurement of Elevator	2	2	
	e. Mobilization and Site Preparation	2	2	
	f. Delivery of Elevators to Site	2	2	
	g. Installation of Delivered Elevators	2	2	
	h. Testing and Commissioning	2	2	
	i. Project Turn-over	2	2	
	j. Maintenance of Elevators	2	2	
	<b>Dismantling/Decommissioning of Existing Elevator of CVEA Building</b>			
	a. Dismantling/Decommissioning	1	1	
	b. Hauling of dismantled elevator components	1	1	
	c. Storage of dismantled elevator components	1	1	

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

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

## 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 statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>



<b>1</b>	<b>Delivery, Supply, Installation, Testing and Commissioning of Elevator for TAM and CVEA Building:</b>		
<b>1.1.</b>	<b>Two (2) PASSENGER ELEVATOR</b>		
	<b>Specifications</b>	<b>Description</b>	<b>Statement of Compliance</b>
	<i>Elevator Type</i>	Passenger Elevator (machine room)	
	<i>Load Capacity</i>	1350 kg	
	<i>Speed (m/s)</i>	1.0 m/s	
	<i>No. of Stops</i>	Five (5)	
	<i>Traction Ratio</i>	1:1	
	<i>Opening Mode</i>	Center Opening (C.O.)	
	<i>Elevator shaft size (inside) (mm)</i>	2700mm x 2400mm (verify on site)	
	<i>Door net size (mm)</i>	1100mm x 2100mm (verify on site)	
	<i>Car net size (mm)</i>	1900mm x 1500mm (verify on site)	
	<i>Overhead Height (mm)</i>	4050mm (verify on site)	
	<i>Pit Depth (mm)</i>	1500mm (verify on site)	
	<i>Travelling height (mm)</i>	14,100mm (verify on site)	
	<i>Motor Power (Kw)</i>	15Kw	
	<i>Rated Current (A)</i>	35.5	
	<i>Main Power Supply</i>	230V AC±7%; 60Hz 3-Phase	
	<i>Light Power Supply</i>	220V 60Hz	
<b>1.2.</b>	<b>CAR DESIGN</b>		
	<i>Ceiling</i>	Hairline Stainless Steel, Exit Hatch, Fan (provide	

		<i>design/shop drawings for approval)</i>	
	<i>Doors</i>	Hairline Finish Stainless Steel (Two (2) Panel at Center)	
	<i>Door Sill</i>	Extruded Hard Aluminum	
	<i>Walls</i>	Hairline Finished Stainless Steel with Mirror Panels (design for approval)	
	<i>Floor</i>	<i>Granite Tiles</i>	
	<i>Handrail</i>	<i>Stainless Steel, Round, all sides</i>	
	<i>Lightings</i>	<i>Downlight LED</i>	
	<i>Ventilation/Cooling System</i>	<i>Air-Conditioning Unit, No Water Drips</i>	
<b>1.3.</b>	<b>Other Specifications/Requirements</b>		
	Hoist Way Entrance		
	<i>Doors (All Floors)</i>	Hairline Finished Stainless Steel	
	<i>Jamb (All floors)</i>	Hairline Finished Stainless Steel	
	<i>Advertisement/Announcement Boards</i>	Wall Mounted TV	
	<i>Music/Sounds (Paging System)</i>	Pipe-In	
	<i>Security</i>	CCTV / ITV camera	
	<i>Car Operating / Position panel</i>	Hairline Stainless Steel Faceplate, Tactile Pushbutton with Braille (or latest design for approval)	
	<i>Hall Button / Position Panel (All Floors)</i>	Hairline Stainless Steel Faceplate, Tactile Pushbutton with Braille (or latest design for approval)	

<b>1.4.</b>	<b>CIVIL WORKS</b>	
	<b>1. TAM Building</b>	
	Reinforced Concrete including provision of block outs for machine beds and wire rope	
	Rectification and refinishing of affected and damaged wall tiles of elevator shaft	
	<b>2. CVEA Building</b>	
	Provision of new block outs and rectification of existing block outs	
	Rectification and refinishing of affected and damaged wall tiles of elevator shaft	
<b>1.5.</b>	<b>DISMANTLING/DECOMMISSIONING AN EXISTING ELEVATOR</b>	
	Dismantling of one (1) passenger elevator system (including parts, machines, machine beds, accessories, railing, counterweights, wire ropes, etc.)	
<b>1.6.</b>	<b>Other Requirements</b>	
	<b>Part 1 – GENERAL</b>	
	1.1. ACTION SUBMITTALS	
	A. <u>Product Data</u> :	
	Include capacities, sizes, performances, operations, safety features, finishes, and similar information	
	B. <u>Shop Drawings</u>	
	1. Include Plans, Elevations, sections, and large-scale details indicating service at each landing, machine room layout, coordination with building structure, relationships with other construction, and locations of equipment	
	2. Indicate maximum dynamic and static loads imposed on building structure at points of support, and maximum and average power demands.	

	<p>1.2. INFORMATIONAL SUBMITTALS</p> <p>A. <u>Seismic Qualification Certificates:</u></p> <p>For Elevator equipment, accessories, and components, from manufacturer</p>	
	<p>B. <u>Manufacturer Certificates:</u></p> <p>Signed by elevator manufacturer certifying that hoist way, pit, and machine room, control closet layout and dimensions, as shown on drawings, and electrical service including standby power generator, as shown and specified, are adequate for elevator system being provided.</p>	
	<p>1.4. CLOSEOUT SUBMITTALS</p> <p>A. <u>Operation and Maintenance Data:</u></p> <p>For elevators to include in emergency, operation, and maintenance manuals.</p>	
	<p>B. <u>Inspection and Acceptance Certificates and Operating Permits:</u></p> <p>As required by authorities having jurisdiction for normal, unrestricted elevator use.</p>	
	<p>C. <u>Continuing Maintenance Proposal:</u></p> <p>Submit a continuing maintenance proposal from Installer to Owner, in the form of a standard five (5) year maintenance agreement, starting on date initial maintenance service is concluded.</p>	
	<p><u>1.5. WARRANTY</u></p> <p>A. Manufacturer agrees to repair, restore, or replace elevator work that fails in materials or workmanship within specified warranty period.</p>	
	<p>B. <u>Warranty Period</u></p> <p>Two (2) years from date of Substantial Completion</p>	

	<p><b>Part 2 – PRODUCTS</b></p> <p>2.1. MANUFACTURERS</p> <p>A. Manufacturers subject to compliance with requirements</p>	
	<p>2.2 PERFORMANCE REQUIREMENTS</p> <p>A. <u>Regulatory Requirements:</u></p> <p>Comply with ASME A17.1/CSA B44.</p>	
	<p>B. <u>Accessibility Requirements:</u></p> <p>Comply with Section 407 in the U.S. Architectural &amp; Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and with ICC A117.1.</p>	
	<p>C. <u>Seismic Performance:</u></p> <p>Elevator system shall withstand the effects of earthquake motions determined according to ASCE/SEI 7, National Structural Code of the Philippines and shall comply with elevator safety requirements for seismic risk Zone 2 or greater in ASME A17.1/CSA B44.</p>	
	<p>2.3. ELEVATORS</p> <p>Elevator System, General: Manufacturer's standard elevator systems. Unless otherwise indicated, manufacturer's standard components shall be used, as included in standard elevator systems and as required for complete system.</p>	
	<p>2.4. OPERATION SYSTEM</p> <p>Provide manufacturer's standard microprocessor operation systems as required to provide type of operation indicated.</p>	
	<p>2.5. CAR ENCLOSURES</p> <p>A. Provide enameled-steel car enclosures to receive removable wall panels, with removable car roof, access doors, power door operators, and ventilation.</p>	

	<p>B. Materials and Finishes: Manufacturer's standards, but not less than the following:</p> <p>1. Stainless-Steel Wall Panels: Flush, hollow-metal construction; fabricated from stainless-steel sheet.</p>	
	<p>2. Stainless-Steel Doors: Flush, hollow-metal construction; fabricated from stainless steel sheet</p>	
	<p>3. Sight Guards: Provide sight guards on car doors.</p>	
	<p>4. Sills: Extruded aluminum, with grooved surface</p>	
	<p>5. Luminous Ceiling: Fluorescent light fixtures and ceiling panels of translucent acrylic or other permanent rigid plastic.</p>	
	<p>6. Metal Ceiling: Flush panels, with standard manufacturer's lighting fixtures. Align ceiling panel joints with joints between wall panels.</p>	
	<p>7. Handrails: Manufacturer's standard handrails, of shape, metal, and finish indicated.</p>	
	<p>2.6. HOISTWAY ENTRANCES</p> <p>A. <u>Hoistway Entrance Assemblies:</u></p> <p>Manufacturer's standard horizontal-sliding, door-and-frame hoist way entrances complete with track systems, hardware, sills, and accessories. Frame size and profile shall accommodate hoist way wall construction.</p>	
	<p>B. <u>Fire-Rated Hoistway Entrance Assemblies:</u></p> <p>Door and frame assemblies shall comply with NFPA 80 and be listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction based on testing at as close-to-neutral pressure as possible according to NFPA 252 or UL 10B. 1. Fire-Protection Rating: 1-1/2 hours with 30-minute temperature rise of 450 deg F (250 deg C)].</p>	
	<p>2.7. SIGNAL EQUIPMENT</p>	

	<p>A. <u>General</u></p> <p>Provide hall-call and car-call buttons that light when activated and remain lit until call has been fulfilled. Fabricate lighted elements with LEDs.</p>	
	<p>B. <u>Car-Control Stations:</u></p> <p>Provide manufacturer's standard car-control stations. Mount in return panel adjacent to car door unless otherwise indicated.</p>	
	<p>C. <u>Emergency Communication System:</u></p> <p>Two-way voice communication system, with visible signal, which dials pre-programmed number of monitoring station and does not require handset use. System is contained in flush-mounted cabinet, with identification, instructions for use, and battery backup power supply.</p>	
	<p>D. <u>Firefighters' Two-Way Telephone Communication Service:</u></p> <p>Provide flush-mounted cabinet telephone jack in each car and required conductors in traveling cable for firefighters' two-way telephone communication service specified in MEPF Specs "Fire-Alarm System."</p>	
	<p>E. <u>Car Position Indicator:</u></p> <p>Provide illuminated, digital-type car position indicator, located above car door or above car-control station. Also, provide audible signal to indicate to passengers that car is either stopping at or passing each of the floors served. Include travel direction arrows if not provided in car-control station.</p>	
	<p>F. <u>Hall Push-Button Stations:</u></p> <p>Provide hall push-button stations at each landing as indicated.</p>	
	<p>G. <u>Hall Lanterns:</u></p> <p>Units with illuminated arrows; but provide single arrow at terminal landings.</p>	

	<p>1. Manufacturer's standard wall-mounted units, for mounting above entrance frames.</p>	
	<p>H. <u>Hall Annunciator:</u></p> <p>With each hall lantern, provide audible signals indicating car arrival and direction of travel. Signals sound once for up and twice for down.</p>	
	<p>I. <u>Fire-Command-Center Annunciator Panel:</u></p> <p>Provide panel containing illuminated position indicators for each elevator, clearly labeled with elevator designation; include illuminated signal that indicates when elevator is operational and when it is at the designated emergency return level with doors open. Provide standby power elevator selector switch(es), as required by ASME A17.1/CSA B44, adjacent to position indicators. Provide illuminated signal that indicates when normal power supply has failed.</p>	
	<p>J. <u>Emergency Pictorial Signs:</u></p> <p>Fabricate from materials matching hall push-button stations, with text and graphics as required by authorities having jurisdiction. Provide one sign at each hall push-button station unless otherwise indicated.</p>	
	<p>2.8. FINISH MATERIALS</p>	
	<p>A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, commercial steel, Type B, exposed, matte finish.</p>	
	<p>B. Hot-Rolled Steel Sheet: ASTM A1011/ A1011M, commercial steel, Type B, pickled.</p>	
	<p>C. Stainless-Steel Sheet: ASTM A 240/A 240M, Type 304.</p>	
	<p>D. Stainless-Steel Bars: ASTM A276, Type 304.</p>	
	<p>E. Stainless-Steel Tubing: ASTM A554, Grade MT 304.</p>	
	<p>F. Aluminum Extrusions: ASTM B221 (ASTM B 221M), Alloy 6063.</p>	



	G. Plastic Laminate: High-pressure type complying with NEMA LD 3, Type HGS or Type HGL.	
	<b>Part 3 – EXECUTION</b>	
	3.1. INSTALLATION	
	A. Sound Isolation:  Mount rotating and vibrating equipment on vibration-isolating mounts to minimize vibration transmission to structure and structure-borne noise due to elevator system.	
	B. Lubricate operating parts of systems, including ropes, as recommended by manufacturers.	
	C. Leveling Tolerance:  1/8 inch (3 mm), up or down, regardless of load and travel direction.	
	D. Set sills flush with finished floor surface at landing. Fill space under sill solidly with non-shrink, nonmetallic grout.	
	3.2. FIELD QUALITY CONTROL	
	A. Acceptance Testing:  On completion of elevator installation and before permitting elevator use (either temporary or permanent), perform acceptance tests as required and recommended by ASME A17.1/CSA B44 and by governing regulations and agencies.	
	3.3. PROTECTION	
	A. Provide car with temporary enclosure, either within finished car or in place of finished car, to protect finishes from damage.	
	B. Provide other protective coverings, barriers, devices, signs, and procedures as needed to protect elevator and elevator equipment.	
	C. Engage elevator Installer to restore damaged work, if any, so no evidence remains of	

	<p>correction. Return items that cannot be refinished in the field to the shop, make required repairs and refinish entire unit, or provide new units as required.</p>	
	<p>3.4. DEMONSTRATION</p> <p>Engage a factory-authorized service representative to train Owner's maintenance personnel to operate, adjust, and maintain elevator(s).</p>	
	<p>3.5. MAINTENANCE</p> <p>A. Initial Maintenance Service:</p> <p>Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of elevator Installer. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity.</p>	
<b>1.7.</b>	<b>GENERAL GUIDELINES</b>	
	<p>1. <u>MOBILIZATION</u></p> <p>i. The contractor shall conduct pre-inspection and measurement to ensure satisfactory completion of the job.</p>	
	<p>ii. The contractor shall prepare all necessary materials and equipment needed during the duration of the contract and shall be placed only on the area designated by PSA.</p>	
	<p>iii. Prior to the commencement of the project, the contractor shall undertake a thorough examination of the project that would adversely affect the operation of PSA.</p>	
	<p>iv. The contractor shall secure necessary Access/ Work Permits from PSA prior to the commencement of the project.</p>	

	<p>2. <u>PROJECT DURATION</u></p> <p>Supply and Installation of Elevators is One Hundred Twenty (120) Calendar Days from Approval of Detailed Shop Drawings including all contingent works to completion and handover.</p>	
	<p>3. <u>SCOPE OF WORKS</u></p> <p>i. Provision of One (1) Passenger Elevator for TAM Building and One (1) Passenger Elevator for CVEA Building that will cater both Five (5)-storey using the constructed elevator shaft based on specifications (<i>verify on site</i>).</p>	
	<p>ii. All civil, electrical and electronic works needed for the modification of elevator shaft when/where needed shall form part of the bid. Coordinate with all other works that may be affected by the installation of elevators.</p>	
	<p>iii. All minor civil works including holes for the armored cable entry, louvers, and cut-outs or modifications required for the installation of the equipment and testing to final finishes.</p>	
	<p>iv. Provision of water proofing membrane where needed due to the installation purpose (pit).</p>	
	<p>v. Provision of materials and equipment for the installation purposes (complete wiring systems for power including feeders, wiring devices, junction boxes, wiring gutters, and wiring support necessary for the complete electrical system, and a complete grounding system, hooks, etc.).</p>	
	<p>vi. Provision of necessary and appropriate ventilation/exhaust fan for equipment including emergency warning systems.</p>	
	<p>vii. Painting of all exposed electrical conduits, enclosures, and equipment.</p>	
	<p>viii. Provision of sump pump for elevator pit.</p>	

	ix. Training and transfer of technology to PSA personnel	
	<p>4. <u>SERVICES</u></p> <p>Services shall be performed by the Contractor which includes, but not limited to the following:</p> <p>i. Design (provide shop drawings for approval), manufacture, supply, system quality management, installation, testing, including integrated testing and commissioning of the completed system as brought out above;</p>	
	ii. Submission of General Arrangement Drawings/ As-Built Drawings of the elevators duly signed and sealed to PSA for approval before commencement of work at site/ fabrication/ manufacture. Such drawings shall be based on the requirements laid down in the specifications and as site conditions. The manufacture of equipment shall commence only after the drawings are approved by PSA;	
	iii. Specifications, Estimates, Bar-Chart/ PERT-CPM/ Schedule of Work for the execution of works;	
	iv. The Contractor shall ensure that senior planning and erection personnel from his organization are assigned exclusively for the project. They shall be at least Licensed Mechanical and Civil Engineers by qualification and have a minimum 3 years' experience in this type of installation. The Contractor shall appoint one (1) senior supervisor posted at the site on full time basis. Such supervisor shall be licensed engineers and have a minimum 3 years' experience in this type of installation;	
	v. Training of Procuring Entities' Maintenance and Operations staff;	
	vi. After the completion of work and before the issuance of Certificate of Final Completion, work shall be thoroughly cleaned, and properly adjusted, so that it is in proper operating condition. The entire work shall be left in a clean condition satisfactory to PSA and three (3) sets of As-Built Drawings of the	

	elevators duly signed and sealed and approved by regulating government body shall be submitted to PSA;	
	vii. Decommissioning, removal and/or disposal of temporary works, and;	
	viii. Obtaining statutory clearances for the commissioning of new Elevators from the civil/local authorities (Mechanical Permit and Permit to Operate).	
	5. <u>MATERIAL RECOVERY</u>	
	i. The Contractor shall remove all redundant materials and cables from the site. The contractor shall handle all redundant equipment with care and deliver to a location designated PSA where it shall be stored in a neat and orderly manner.	
	ii. Recovery work shall occur after the completion of every stage of the above-mentioned works and as directed by the PSA-BCom.	
	6. <u>DESIGN AND PERFORMANCE REQUIREMENTS</u>	
	i. Compliance:  Design, fabrication and performance shall comply with all the latest applicable provisions of the Codes, Standards and recommendations of the entities listed below.	
	ii. Codes:  Works in this Section shall comply with all latest governing local codes, Philippine Mechanical Engineering Code, Philippine Electrical Code, and all "Local Laws" and cited reference standards; appeals, ruling and standards	
	iii. Standards:  Except as modified by governing Codes and by this Section, work shall comply with the latest governing provisions and standards.	

	<p>iv. Elevator equipment and components shall be designed, constructed, installed and adjusted to secure performance in accordance with the current applicable codes and within the original manufacturer's design standards with respect to smooth, quiet, convenient and efficient operation, durability, economy of maintenance and operations, and standards of safety.</p>	
	<p>7. <u>DELIVERY, STORAGE, AND HANDLING</u></p> <p>i. Work shall commence immediately upon receiving the Notice to Proceed (NTP). Contractor shall carry on its work in such a way as not to cause interruption of or interference with the operations of PSA.</p>	
	<p>ii. Delivery:</p> <p>Materials shall be delivered ready for use, in the approved manufacturers original and unopened containers and packaging, bearing the label as to type of materials, brand name and manufacturer's name.</p>	
	<p>iii. Storage:</p> <p>Materials shall be stored under cover in dry and clean location designated by PSA. Delivered materials which are damaged or otherwise not suitable for installation shall be removed and replaced with acceptable materials at no additional cost to PSA.</p>	
	<p>iv. No drilling shall be made on floors. Post-Tensioned slab or beams, if any, shall not be damaged in any way. In case of damage, the contractor shall be held liable for all the damages incurred as a result thereof.</p>	
	<p>8. <u>ACCEPTANCE INSPECTION AND TEST</u></p> <p>i. Upon completion of the installation work for the elevators, perform all acceptance and tests with representative of PSA and Contractor.</p>	
	<p>ii. All malfunction and deficiencies revealed by the tests shall be forthwith corrected and</p>	

	rectified by the Contractor at no additional cost to PSA.	
	iii. All safety devices shall be tested for proper operation.	
	iv. Re-run test.	
	<p>9. <u>WARRANTY</u></p> <p>Twelve (12) months of Defects Liability Period (<b>DLP</b>) from the date of acceptance. Any part or material found defective within this period will be replaced by the contractor free of charge to the Procuring Entity. One (1) year for workmanship and five (5) years for the motor.</p>	
	<p>10. <u>PREVENTIVE MAINTENANCE (PM)</u></p> <p>Twelve months from the date of acceptance <b>after the DLP</b>. A regular and systematic examination once a month in accordance with all pertinent regulations. Required reports will be submitted to PSA after each regular service. As such, the retention fee shall only be released one (1) year after the date of completion and acceptance. Repair and replacement of defective parts/unit shall be made by the Supplier within twenty-four (24) hours upon receipt of written or verbal notice from PSA-BCOM</p>	
	<p>11. <u>MAINTENANCE PERIOD</u></p> <p>Maintenance Period shall extend up to Five (5) years from the date of acceptance <b>after the PM period</b> with Technology Training to PSA Maintenance Personnel.</p>	
	<p>12. <u>ENHANCEMENT FEATURES</u></p> <p>i. In the event of power failure, the elevators own rechargeable battery power moves the car to the nearest floor.</p>	
	<p>i. Fully-loaded cars will by-pass hall calls in order to maintain maximum operating safety.</p>	

	ii. If there are no calls for a specific period, the cars lighting and ventilation fan is automatically shut off to conserve energy.	
	iii. Emergency bell.	
	iv. If the doors remain open longer than the preset period, an override alarm alerts the passengers that the doors will close.	
	v. Voice announcer to announce the car direction and floor number.	
	vi. A two (2) way communication in the car connected to Ground Floor Entrance Guard Counter.	
	vii. Emergency lighting turns ON at for least 2 hours immediately when power fails and provides a minimum level of illumination within the car. Provide Automatic Rescue Device (ARD) at nearest landing during power outage.	
	viii. Provide Aluminum Ladder Pit, Out-of-Service switch, emergency power, self-diagnostic, self-testing device and CCTV Wiring provisions.	
<b>1.8.</b>	<b>KEY TECHNICAL PERSONNEL</b>	
	A. <u>Mechanical Engineer</u>	
	i. Must have at least one consultant with at least 5-10 years of experience related to the proposed elevator design and installation of elevators;	
	ii. Must have technical license/ certifications on mechanical design and installation of the proposed elevator models.	
	B. <u>Structural/Civil Engineer</u>	
	i. Must have technical license/ certifications and 2-5 years' experience on structural design and installation of the proposed elevator models	



	<p>C. <u>Professional Electrical Engineer</u></p> <p>i. Must have technical license/certifications with at least five (5) years of experience in supervision and installation of elevator/s of similar nature or of greater magnitude or scope of the proposed project</p>	
	<p>D. <u>Safety Officer</u></p> <p>i. Must be a DOLE accredited or Certified Safety Officer with at least five (5) years of experience as Safety Officer</p>	
	<p>E. <u>Elevator Installers/Technicians</u></p> <p>i. <u>Must have technical certifications on the proposed elevator model</u></p>	
	<p>F. <u>Personnel for Structural/Mechanical components installations</u></p> <p>i. Must have technical experience on the works</p>	
<b>1.9.</b>	<b>BIDDER QUALIFICATIONS</b>	
	<p>The Bidder is required to comply with the following requirements:</p> <p>1. The Bidder must be a sole authorized local distributor of the elevator model in the Philippines to address immediate and urgent technical support.</p>	
	<p>2. The Bidder should submit a certificate of local distributorship for the elevator model to be supplied in order to ensure immediate support.</p>	
	<p>3. The Bidder must be an elevator distributor/installer for at least five (5) years.</p>	
	<p>4. The Bidder must be ISO Certified (9001:2015).</p>	
	<p>5. The Bidder must have installed same/ similar elevator model to a locally addressed building for at least the past two (2) years.</p>	

## A. DURATION OF CONTRACT

The Delivery, Supply, Installation, Testing and Commissioning of Elevator for TAM and CVEA Building; and Dismantling/Decommissioning of Existing Elevator of CVEA Building at the PSA Complex will cover **One Hundred Twenty (120) Calendar Days**.

## B. ESTIMATED BUDGET

### 1. Fee

For and in consideration of the faithful, satisfactory and full performance of all the works, the Procuring entity agrees to pay the Contractor an amount not exceeding the Approved Budget contract (ABC) of **Nine Million Twenty Thousand Pesos (PhP 9,020,000.00)** after observance of the required procedures in compliance with the Government Procurement Reform Act (RA 9184) and Government Accounting and Auditing Manual. The aforesaid fee is inclusive of all applicable taxes, fees, and charges.

## C. TERMS OF PAYMENT

The payment scheme below shall be observed in the processing of payment:

	<b>Mode of Payment</b>	<b>Percentage</b>
<b>1</b>	Down payment/Mobilization Fee	15%
<b>2</b>	Up to thirty percent (30%) Accomplishment ( <i>based on progress report</i> )	25%
<b>3</b>	Up to sixty percent (60%) Accomplishment ( <i>based on progress report</i> )	25%
<b>4</b>	Up to ninety percent (90%) Accomplishment ( <i>based on progress report</i> )	25%
<b>5</b>	Retention Fee	10%
	<b>TOTAL</b>	<b>100%</b>

The Contractor shall also undertake to pay taxes in full and on time and that failure to do so will entitle the government to suspend payment for any services delivered.

## D. CLEARING OF THE SITE

The Contractor shall clean the whole area by removing debris, discards, and other construction wastes and leave the entire premises free from rubbish cause by their works to the satisfaction of PSA at no extra cost.

## **E. CONSTRUCTION SAFETY GUIDELINES FOR THE IMPLEMENTATION OF INFRASTRUCTURE PROJECTS DURING THE COVID-19 PUBLIC HEALTH CRISIS**

The Contractor shall refer to the Department of Public Works and Highways (DPWH) Department Order 39/30, for the construction of Fit-out including the submission of the Project Execution Plan (PEP) of the same.

## **F. RESPONSIBILITIES OF THE PROCURING ENTITY**

The Procuring Entity shall:

1. Provide full information as to the requirements of the project;
2. Designate representatives/authorized to represent the Procuring Entity, if the need arises; and
3. Evaluate documents submitted by the Contractor and render decisions to avoid delay in the progress of the Contractor work.

## **G. CHANGES**

The Procuring Entity may at any time, by written notice to Contractor, issue additional instructions, changes, or alterations to the work with no additional cost to the Procuring Entity.

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

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided 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**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

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

- (l) 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.

**II. FINANCIAL COMPONENT ENVELOPE**

- (m) Original of duly signed and accomplished Financial Bid Form; **and**  
 (n) Original of duly signed and accomplished Price Schedule(s).

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

- (o) *[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.  
 (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

