



University of the Philippines
OPEN UNIVERSITY

PHILIPPINE BIDDING DOCUMENTS

for

**Supply, Delivery and Installation of
Machine-Room-Less System Non-
Scenic Passenger Elevator at the
International Convention Center**

**Sixth Edition
July 2020**

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Section I. Invitation to Bid for

Supply, Delivery and Installation of Machine-Room-Less System Non-Scenic Passenger Elevator at the International Convention Center

The UP Open University, through the Government of the Philippines (GOP) GAA 2025 intends to apply the sum of **One Million Nine Hundred Forty-Eight Thousand One Hundred Thirty-Three Pesos and Twenty Centavos (PhP1,948,133.20)** being the Approved Budget for the Contract (ABC) to payments under the contract for **“Supply, Delivery and Installation of Machine-Room-Less System Non-Scenic Passenger Elevator at the International Convention Center”** (IB No. 25-04-003). Bids received in excess of the approved budget for the contract (ABC) shall be automatically rejected at bid opening.

The UPOU now invites bids for the above Procurement Project. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

Prospective Bidders may obtain further information from the BAC Secretariat and inspect the bidding documents at the address given below from 8:00 AM to 5:00 PM, Monday to Friday.

A complete set of Bidding Documents may be acquired by interested bidders from the address below and upon payment of the applicable fee pursuant to the latest Guidelines issued by the GPPB in the amount of **Two Thousand Pesos (PhP 2,000.00)**. UPOU shall allow the bidder to present its proof of payment for the fees in person, by facsimile or through electronic means.

The UPOU will hold a **Pre-Bid Conference** on **08 May 2025, 3:00 PM** at the UPOU Headquarters, Los Banos, Laguna and/or through video conferencing or any other means, which shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before 20 May 2025, 12:00 NN.**

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

Bid opening shall be **on 20 May 2025, 2:30 PM** at the given address below and/or via video conferencing or any other means. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Late bids shall not be accepted.

The UPOU reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

MS. RHONNA MARIE R. VEREÑA
Head, Bids and Awards Committee (BAC) Secretariat
UPOU Headquarters, Los Baños, Laguna
Telephone No.: (049) 536-6001-06 local 210-211
Telefax No.: (049) 536-5991
Email: bac@upou.edu.ph

You may visit the following websites:

For downloading of Bidding Documents: <https://www.upou.edu.ph/bids-and-awards-committee/>

24 April 2025

(SGD) **Dr. FINAFLOR F. TAYLAN**
Chair
Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *UPOU* wishes to receive Bids for the **Supply, Delivery and Installation of Machine-Room-Less System Non-Scenic Passenger Elevator at the International Convention Center**, with identification number IB No. 25-04-003.

The Procurement Project (referred to herein as “Project”) is composed of *several items*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below in the amount of PhP1,948,133.20.

2.2. The source of funding is GAA 2025.

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.

- 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 Subcontracting is not allowed.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, **UPOU Headquarters, Los Banos, Laguna** and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

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

15. Sealing and Marking of Bids

Each Bidder shall submit one Original Copy of the first and second components and Copy 1 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**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

- 19.4. The Project shall be awarded as one 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

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. Supply, delivery and installation of Elevator b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<i>No additional requirement.</i>
12	The price of the Goods shall be quoted DDP <i>at UP Open University Headquarters</i> , or the applicable International Commercial Terms (INCOTERMS) for this Project.
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 ₱38,962.664 [(2%) of ABC], 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 ₱97,406.66 [(5%) of ABC] if bid security is in Surety Bond.
19.3	<i>No additional requirement.</i>
20.2	(a) Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) (b) Current year's Mayor's Permit (c) UP System Questionnaire (d) Other appropriate valid licenses and permits required by law, if applicable
21.2	<i>No additional requirement.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	Delivery and Documents – 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: a. The delivery terms applicable to this Contract are delivered to UPOU Headquarters, Los Baños, Laguna. Risk and title will pass from the Supplier to the UPOU upon receipt and final acceptance of the Goods at their final destination. Delivery of the items shall be made by the Supplier in accordance with the terms specified in Section VI. (Schedule of Requirements). For the purposes of this Clause, the UPOU’s End-users Representatives is <u>Ms. Victoria T. Canape-Belegal</u> Incidental Services The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: b. performance or supervision of on-site assembly and/or start-up of the supplied Goods; c. furnishing of tools required for assembly and/or maintenance of the supplied Goods; d. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; e. 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 f. 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. 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 the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts:

	i. advance notification to the UPOU of the pending termination, in sufficient time to permit the UPOU to procure needed requirements; and ii. following such termination, furnishing at no cost to the UPOU, the blueprints, drawings, and specifications of the spare parts, if requested. The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three times the warranty period. Spare parts and components shall be supplied as promptly as possible, but in any case, within one week or seven (7) days after placing the order. Packaging – The Supplier shall provide such packaging as 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 final destination and the absence of heavy handling facilities at all points in transit. Insurance – The items supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The items remain at the risk and title of the Supplier until their final acceptance by the UPOU. 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
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	for shipment and the actual date of shipment the period of delay will be considered force majeure. UPOU 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 UPOU 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	<i>No additional instruction.</i>
4	The inspections and tests that will be conducted are inspection of the completeness of the technical requirements in Section VII.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivery Period. days upon receipt of Notice to Proceed and Purchase Order
1	<i>Supply, Delivery and Installation of Machine-Room-Less System Non-Scenic Passenger Elevator at the International Convention Center</i>	1 lot		90 calendar days

I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company name

Date

Section VII. Technical Specifications

Item	Specification	Statement of Compliance
	Notes: <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.]</i>	
1	CONVEYING EQUIPMENT Complete Supply and Installation of Passenger Elevator as per Drawing Details and Specifications complete with Testing and Commissioning Machine-Room-Less System Non-Scenic Elevator 11 persons max, 825 kgs, 1 m/sec, 2stops/openings Car internal dimensions shall be 1350mm x 1400mm and a minimum hoistway dimension of 1950mm x 1800mm clear. Inclusions: ARD-Auto Rescue Device-elevator functions for one more floor in case of power outage Automatic Voltage Regulator Chipping and restoration of all affected areas Testing and Commissioning Warranty: All supplied parts and materials are warranted against factory defect and/or faulty workmanship for a period of 24months after completion and turnover.	
2	GENERAL REQUIREMENTS 1. This specification is intended to cover all labor and materials for the complete construction of all proposed projects as shown in the working drawing and described therein. 2. Materials and/or work not specifically mentioned in the specification, working drawings and other Contract Documents, but is implied and deemed necessary to complete the work shall be supplied by the Contractor, and executed in a work-manlike manner of appropriate number, location, size and the highest quality available without extra cost to the Owner. 3. The Owner reserves the right to alter and/or to omit any part of the plans, any extra charge must be submitted to the Architect and/or Engineer for approval of final acceptance.	

	4. The Contractor shall furnish for approval of the authorized representative with promptness, samples as specified or required work shall be in accordance with approved samples. 5. The Contractor shall guarantee the building except for works with specific guarantee for a period of one (1) year after the final acceptance by the Owner. He shall repair, replace and make good at his expense, all defects which may arise during the term of guarantee and warranty due to defective workmanship and/or inferior quality of materials. 6. All contractors submitting the proposal for this project shall first examine the site. All proposals shall take into consideration all such conditions that may affect the work under this contract. The specifications and plans shall form part as one. Anything mentioned on plans and not mentioned on the scope of work and specifications and vice versa shall be properly consulted to the Project Architect/Engineer for clarification. 7. The contractor shall coordinate his work with all parties to ensure proper phasing or comply with the approved schedule of work. The contractor shall engage under him, a registered Engineer or Architect to supervise his work. He shall remain at all times in the construction site. 8. Logbook shall be available at the site. It shall contain the daily activities in the site, including but not limited to weather condition, delivery, manpower and other matters pertaining to the condition of the project. It will also serve as the data for the contractor and the Project Inspector and shall be surrendered to the UPOU at the end of the project. 9. No alteration or additional work that will result in an additive or deductive cost change from the Contract shall be allowed without the approval of the chancellor. 10. The contractor shall submit at least three (3) options per item for approval. Complete specifications with product samples shall be submitted by the contractor to the Project Architect and end-user for evaluation. Inspection of the Project Architect/Engineer in-charge shall be required prior to installation of any item/material on the construction. 11. Existing conditions of the work site shall be documented by the contractor and photos shall be taken before commencement of work to ensure such status. Any damage to the areas due to the contractor's on-going work shall be restored at his expense. 12. The contractor shall provide a complete copy of "As built plans" of the project/unit concerned in A3 original sheets. 13. The contractor shall promptly remove from the premises all rubbish, trash, debris, and all superfluous building materials weekly. After the completion of all works, restore all areas that were damaged as affected by the	
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	construction works and leave the site clean to the satisfaction of the Project Inspector or his representative and End-user. 14. All materials removed from the unit shall be properly documented prior to turn-over to the End-user for proper safe keeping. The turn-over document shall be attached to the contractor's final billing.	
3	SECTION 14 20 00 ELEVATOR PART 1 GENERAL 1.1 SCOPE OF WORK This section shall include all management, labor, materials, tools, equipment and services required to manufacture, assemble, deliver (including all import and export documents), and install all items necessary for the proper execution and completion of a Machine-Room-Less Passenger Elevator complete with testing and maintenance guaranty, as indicated in the General and Special Conditions of the Contract Documents, the Drawings, as specified herein, and/ or as required by job conditions. 1.2 REFERENCES The following standards form part of these specifications to the extent referenced, in accordance to the requirements under General Conditions of the Contract Documents and Manufacturer's instructions: 1.2.1 National building Code of the Philippines, NBC 1.2.2 Underwriters Laboratories, UL 1.2.3 ASME A17 1-2007 Safety Code for Elevators and Escalators 1.3 SUBMITTALS Submit the following in accordance with the General Conditions of Contract and requirements specified herein: 1.3.1 Manufacturer's data sheets on each product to be used, including documentation within thirty calendar days after award of the purchase order. Indicated in the document will be the type, size, rating, style, catalog number, manufacturer's names, photos, and/ or catalog data sheets for all items proposed to meet these specifications. The proposed equipment shall be subject to the approval of the Architect/ Engineer and no equipment shall be ordered or installed on the premises without that approval. 1.3.2 Shop Drawings: Indicate dimensions and required tolerances, connection details, anchorage spacing, installation details and special conditions. 1.3.3 Operating and maintenance instruction manuals A. Operating instruction manuals outlining the step-by-step procedures required for the system start-up and operation shall be	

	furnished in triplicate. The instruction shall include the manufacturer's name, model number, service manual part list and brief description of all equipment and their basic operating features. B. Maintenance instruction manuals outlining maintenance procedures shall be furnished in triplicate. The manual shall include a troubleshooting guide listing possible breakdown and repairs and a simplified connection wiring diagram for the system as installed. 1.3.4 Performance Test reports Upon completion of the installed system, the contractor shall submit in booklet form all field tests performed to prove compliance with the specified performance criteria. 1.3.5 Materials Safety Data Sheet (MSDS) <i>Note: Submit product catalog and shop drawings from the manufacturer's standard details and installation for Architect's approval before pouring of elevator shaft's shear wall during the construction.</i> 1.4 QUALITY ASSURANCE 1.4.1 Comply with quality assurance requirements, under General Conditions of the Contract Documents and Manufacturer's instructions. 1.4.2 Manufacturer's Qualification: Manufacturer shall have minimum of fifteen (15) years documented experience producing requirements specified and approved by the Architect/Engineer. Supplier's and Contractor's qualifications shall be submitted indicating years in business, service policies, warranty definitions, and certifications including accreditation from foreign manufacturer, and lists of similar installations. 1.4.3 Manufacturers/ Distributors Services: Supervision shall be provided by an authorized factory trained service technician from the dealer of the fire alarm equipment. The technician shall have a minimum of ten (10) years of service experience. The technician shall have the appropriate state licenses where applicable. 1.4.4 Single Source Responsibility Provide products of the same manufacturer for each type of accessory unit and for units exposed to view in the same area, unless otherwise acceptable to Architect. 1.5 DELIVERY, STORAGE AND HANDLING Comply with the provisions under General Conditions of the Contract Documents and Manufacturer's instructions. Delivery of materials shall be so scheduled as to allow for immediate installation. Products shall be protected and kept under cover with manufacturer's standard protective packaging during transit and at the jobsite. Manufactured materials shall be delivered in the manufacturer's original unbroken packages or containers that are labeled plainly with the manufacturer's name and	
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	brands. Materials shall be stored in any weather-tight enclosures, and shall be handled in a manner that will prevent damage until installation. 1.6 WARRANTY Special written warranty for each material specified herein shall be submitted by Manufacturer/ Contractor without reducing or otherwise limiting any other rights to correction which the Owner may have under the contract Documents. Failures are defined to include faulty workmanship or faulty materials. 1.7 COORDINATION WITH OTHER TRADES Ensure that locating templates and other information required prior installation of materials under this section is furnished in time to affected trades to prevent interruption of construction progress. 1.8 PROJECT CONDITIONS Comply with field examination requirements under General Conditions of the Contract Documents and Manufacturer's instructions. Maintain environmental conditions including temperature, humidity, and ventilation, within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.	
4	PART 2 PRODUCTS 2.1 Passenger Elevator – Machine-Room-Less Shall be a Machine-Room-Less System Passenger Elevator with energy saving operation-allocation control, car capacity shall be 11 maximum numbers of persons, 825 rated capacity and 1.0 m/sec rated speed. Car internal dimensions shall be 1350mm x 1400mm with center closing 900mm clear door type and a minimum hoistway dimension of 1900mm x 1800mm clear (single elevator) and 3900mm x 1800mm clear (double elevator). E-1 Interior Car Wall and Transom Panel Interior car wall and transom panel shall be in stainless steel hairline finish, complete with three sided stainless steel handrail in hairline finish and aluminum kickplate. E-2 Interior and Exterior Car Door Shall be two panel center opening doors in stainless steel framing (hairline finish) E-3 Interior Ceiling Finish Shall be painted steel sheet with central indirect lighting and downlights; lighting fixture shall be LED light. E-4 Interior Floor Finish (c/o Owner) Shall be 18mm to 20mm high quality natural granite floor in polished finish with medium to heavy resistance to abrasion	

	E-5 Car Operational Panel for Front Return Panel Shall be stainless steel with non-directional hairline finish with yellow-orange tactile buttons (provide brail guide for PWD or voice guidance system). E-6 Hall Position Indicators and Buttons Shall be stainless steel faceplate in hairline finish with smoky gray plastic, matte surface display panel and segment LED indicator for directional light, hall button shall be micro stroke click button. Provide hall lantern with indicative arrows located at the top of the elevator door, (provide brail guide for PWD or voice guidance system). Provide Hall Motion Sensor (HMS), Emergency Landing Device, Fire Emergency Return (FER), Earthquake Emergency Return (EER-P/EER-S), emergency car lighting and supervisory panels. Elevator system shall be connected to video surveillance system. Submit product catalog, samples and shop drawings from the manufacturer's standard details and installation for Architect's approval, before pouring of elevator shaft's shear wall in the construction. See Architectural and Structural Drawings for layout and details. 2.2 Features <i>Note: Follow manufacturer's recommended standard features for the passenger Elevator design.</i> 2.2.1. Standard Features • Safe Landing (SFL). If a car has stopped between floors due to some equipment malfunction, the controller checks the cause and if it is considered safe to move the car, the car will move to the nearest floor at a low speed and the doors will open. • Power on Releveling (PORL). If a car stops at a door zone due to failure of normal power, the car will relevel to secure the floor level with the doors open after the normal power has recovered. • Car Call Canceling (CCC). If the car has responded to the final car call in one direction, the system regards remaining calls in the other direction as mistakes and clears from the memory. • Next Landing (NXL). If the elevator doors do not open fully at the destination floor, the doors will close and the car automatically moves to the next or nearest floor where the doors will open. • Door Sensor Self Diagnosis (DODA). Failure of no-contact door sensor is checked automatically and if a problem is diagnosed the door-close timing is delayed and the closing speed is reduced to maintain elevator service and ensure passenger safety. • Automatic Door Speed Control (DSAC). Door load on each floor which can depend on the type of hall door, is monitored to adjust the door speed, thereby making the door speed consistent throughout all floors.	
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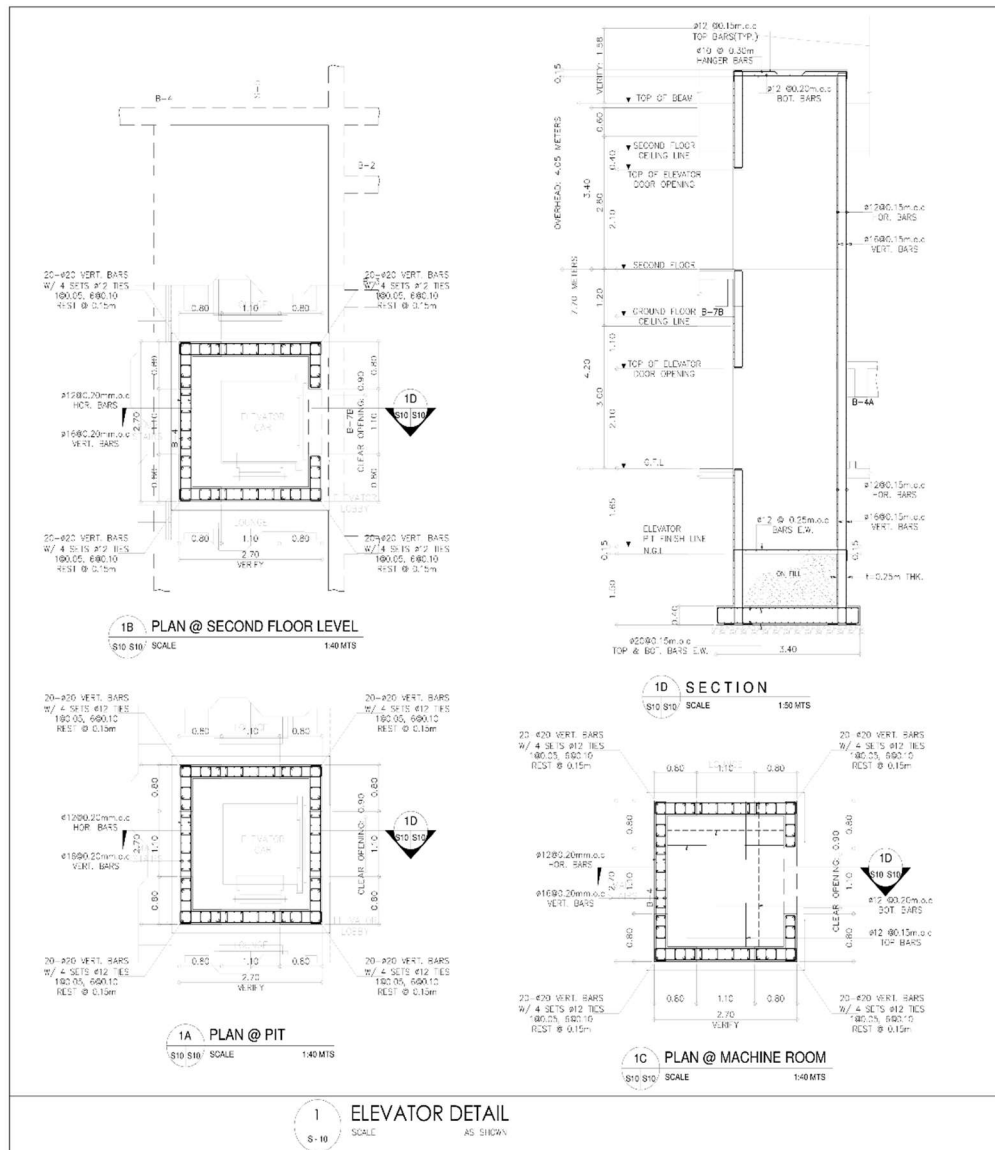
	• Door Load Detector (DLD). When excessive door load has been detected while opening and closing. The doors immediately reverse. • Repeat Door-Close (RDC). Should an obstacle prevent the doors from closing, the doors will repeatedly open and close until the obstacle is cleared from the doorway. • Reopen Hall Button (ROHB). Closing doors can be reopened by pressing the hall button corresponding to the travelling direction of the car. • Safety Ray (SR)-1 beam. An infrared light-beam cover the full width of the door as it opens or closes to detect passengers or objects. 2.2.2. Enhancement Features • <i>Fireman's Emergency Operation with Signal Lamp in Car (FE + FELC) for Service Elevator only.</i> During a fire, when the fireman's switch is activated, all calls are canceled and the designated car returns immediately to a specified floor. To facilitate rescue, the car responds only to car calls. • <i>Fire Emergency Return with Signal Lamp in Car (FER + FERC).</i> On activation of a key switch or building's fire sensors all cars are cancelled and all cars will immediately return to a specified rescue floor and park there with the doors open. • <i>Emergency Landing Device (ELD).</i> In a power failure, the elevator's own rechargeable battery power moves the car to the nearest floor (applicable when distance between floors is less than 10 meters). • <i>Electronic Car Arrival Chime (AECC).</i> Electronic chime sound to indicate that the car will soon arrive. (The chimes are mounted either on the top and bottom of the car). • <i>Attendant Service (AS).</i> Operation mode is switchable between fully automatic and attendant service. • <i>Automatic Car Light/Fan Shut-off (CLO-A/CFO-A).</i> If there are no calls for specified period, the car ventilation light/fan is automatically be turned off to conserve energy. • <i>Card Reader Interface.</i> Interface (dry contact) shall be provided by the manufacturer for the car operating panel (COP), while the card reader apparatus, accessories and system shall be provided by the owner. Please note that the supplied reader may not be possible to be built-in or flushed in the COP faceplate. This will be surface mounted and will depend on the availability of space. If the dimensions of the supplied reader is too big to be mounted in the COP, then the card reader apparatus should be mounted elsewhere in the car wall nearest to the COP.	
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	• <i>CCTV Wiring.</i> CCTV wiring embedded in the traveling cable shall be provided by the manufacturer. However, CCTV system and apparatus shall be supplied and installed locally by the owner. • <i>Emergency Car Lighting (ECL-C).</i> Turns on immediately when power fails and provides a minimum level of illumination within the car. • <i>Automatic False Call Cancelling (FCC-A).</i> If the number of registered car calls does not correspond to the car load, all calls are canceling to avoid unnecessary stops. • <i>Car Call Erase (FCC-P).</i> If the wrong button is pressed, it can be cancelled by pressing the same button again. • <i>Non-Service to Specific Floor-Car Button Type (NS-CB).</i> Service to specific floors can be suspended by locking floor buttons on the car operating panel. • <i>Overload Protective Device with Alarm Bell and Signal Light (OLHL).</i> A buzzer sounds to alert passengers that the car is overloaded, the doors remain open and the car does not leave that floor until enough passenger exit the car. • <i>Secret Call Service (SCS-B).</i> Car buttons can be locked and accessed only by entering a secret code in the car operating panel. • <i>Door Nudging Feature (NDG).</i> If the doors remain open longer than the preset period, an override alarm alerts passengers that the door will close. • <i>Earthquake Emergency Return (EER-S).</i> On activation of the Seismic Sensors, all cars will stop promptly at the next floor and park there with doors open. • <i>Interphone (ITP).</i> A system which allows communication between passenger inside the car and the building personnel. 2.3 Separator Beam Shall be 100mm x 200mm I-Beam	
5	PART 3 EXECUTION 3.1 Comply with Manufacturer's standard accessories, space allocation and installation procedures. Submit shop drawings and verify design finishes with the Architect prior fabrication. 3.2 Consult with adjacent works to avoid delay in the construction. 3.3 Perform test to determine compliance with the specified requirements in the presence of the Owner's representative. Test, inspect, and approve operation before finishing.	

3.4 WORKS BY THE GENERAL CONTRACTOR

The following items are excluded from Manufacturer's elevator installation work, and are therefore the responsibility of the building owner or general contractor:

- Architectural finishing of the walls and floors in the vicinity of the entrance hall after installation has been completed.
- Construction of an illuminated, ventilated and waterproofed elevator hoistway.
- A ladder to the elevator pit.
- The provision of cutting the necessary openings and joists.
- Separate beams, when the hoistway dimensions markedly exceed the specifications, and intermediate beams when two or more elevators are installed.
- All other work related to building construction.
- The power-receiving panel and the electrical wiring for illumination, plus the electrical wiring from electrical room to the power-receiving panel.
- The laying of conduits and wiring between the elevator pit and the terminating point for the devices installed outside the hoistway, such as the emergency bell, intercom, monitoring and security devices, etc.
- The power consumed in installation work and test operations.
- All the necessary building materials for grouting in of brackets, bolts, etc.
- The test provision and subsequent alteration as required, and eventual removal of the scaffolding as required by the elevator contractor, and any other protection of the work as may be required during the process.
- The provision of a suitable, locked space for the storage of elevator equipment and tools during elevator installation.
- The security system, such as a card reader, connected to manufacturer's or approved equal elevator controller, when supplied by the building owner or general contractor.



I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company name

Date

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (UPOU BAC FORM No. 1); and
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (UPOU BAC FORM No. 2). The SLCC should be at least 50% of the ABC;
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration (UPOU BAC FORM No. 3);
- (e) Conformity with the Technical Specifications, (UPOU BAC FORM No. 4), Bidders must state under Statement of Compliance either “Comply” or “Not Comply” against each of the individual parameters of each specification, which should include the ff:
 - a) production/delivery schedule
 - b) manpower requirements, and
 - c) after-sales/parts, if applicable; and
- (f) Original duly signed Omnibus Sworn Statement (OSS) (UPOU BAC FORM No. 5);
and if applicable, Original Notarized Secretary’s Certificate (UPOU BAC FORM No. 6) in case of a corporation, partnership, or cooperative; or **Original Special Power of Attorney** (UPOU BAC FORM No. 7) 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; and

Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) (UPOU BAC FORM No. 8);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence. (UPOU BAC FORM No. 9)

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.

- (f) Affidavit of Site Inspection

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form (UPOU BAC FORM No. 10) **which should include *Secretary’s Certificate or Special Power of Attorney, if applicable; and***
- (b) Original of duly signed and accomplished Price Schedule(s) (UPOU BAC FORM No. 11a and/or 11b);.

Note:

The prescribed documents in the checklist are mandatory to be submitted in the Bid.

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name : _____
Business Address : _____

Name of Contract	Date of Contract	Contract Duration	Owner’s Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>							
<u>Private</u>							

Note: This statement shall be supported with any of the following:
1. End user’s acceptance or official receipt(s) issued for the contract, if completed; or
2. Notice of Award and/or Contract

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

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

Business Name : _____

Business Address : _____

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with any of the following:

1. End user's acceptance or official receipt(s) issued for the contract, if completed; or
2. Notice of Award and/or Contract

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Bid Securing Declaration Form

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

BID SECURING DECLARATION **Project Identification: IB No. 25-04-003**

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree; *[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

SECRETARY'S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding for **"Supply, Delivery and Installation of Machine-Room-Less System Non-Scenic Passenger Elevator at the International Convention Center"**, Project Identification IB No. 25-04-003 by the **UP Open University** and that if awarded the project shall enter into a contract with the **UP Open University**; and in connection therewith hereby appoint _____, acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the _____ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____.

(Corporate Secretary)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____ affiant exhibited to me his/her Government Issued ID No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

SPECIAL POWER OF ATTORNEY

I, _____, President of _____, a corporation incorporated under the laws of _____ with its registered office at _____, by virtue of Board Resolution No. _____ dated _____, has made, constituted and appointed _____ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent _____ in the bidding of _____ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____ at _____.

Affiant

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____, 20____, personally appeared:

<u>NAME</u>	<u>Government Issued ID NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

NET FINANCIAL CONTRACTING CAPACITY

The computation of a prospective bidder's Net Financial Contracting Capacity (NFCC) must be at least equal to the ABC to be bid (PhP1,948,133.20), calculated as follows:

ABC: PhP1,948,133.20	Year 20__
Current Assets	
Minus: Current Liabilities	
Sub Total	
Multiplied by value of K	
Sub Total	
Minus: Value of outstanding services under ongoing contracts including awarded contracts yet to be started coinciding with the contract to be bid	
NFCC	

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

NFCC = PhP _____

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.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

JOINT VENTURE AGREEMENT

UPOU BAC Form No. 9

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between _____, of legal age, _____ owner/proprietor of _____ (civil status) and a resident of _____.

- and -

_____, of legal age, _____, owner/proprietor of _____ (civil status) _____ a resident of _____.

THAT both parties agree to join together their manpower, equipment, and what is need to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the UP Open University.

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Done this _____ day of _____, in the year of our Lord _____.

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____ affiant exhibited to me his/her Government Issued ID No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

FINANCIAL BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None") /

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

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

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

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[Secretary's Certificate or Special Power of Attorney, if applicable]*.

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
1	Supply, Delivery and Installation of Machine-Room-Less System Non-Scenic Passenger Elevator at the International Convention Center		1 lot					

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Supply, Delivery and Installation of Machine-Room-Less System Non-Scenic Passenger Elevator at the International Convention Center		1 lot						

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date _____

AFFIDAVIT OF SITE INSPECTION

This is to certify that this Company, through its authorized representative, _____, has conducted the inspection of the site for the project “_____” located at UP Open University Headquarters, Los Baños, Laguna, on this _____ day of _____ 20__, in connection with our desire to participate in the bidding for the above project.

(Printed Name & Signature of Bidder)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__ affiant exhibited to me his/her Government Issued ID No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

Sealing and Marking of Bids:

Submission of hard copies to the BAC Secretariat Address:

One Original Copy of the Technical and Financial components and Copy 1 of the Technical and Financial components.

PROCEDURE:

1. The Technical Components (TC) of the Bid should be enclosed in envelope and must be labelled, sealed and signed as follows:

SUPPLY, DELIVERY AND INSTALLATION OF MACHINE-ROOM-LESS SYSTEM
NON-SCENIC PASSENGER ELEVATOR AT THE INTERNATIONAL CONVENTION
CENTER – TECHNICAL COMPONENTS - ORIGINAL & COPY 1

[NAME AND ADDRESS OF THE BIDDERS]
BIDS AND AWARDS COMMITTEE SECRETARIAT
UP OPEN UNIVERSITY
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA
REFERENCE NO. IB No. 25-04-003
“DO NOT OPEN BEFORE 20 May 2025, 2:30 PM”

2. The Financial Components (FC) of the Bid should be enclosed in another envelope and must be sealed and signed;

SUPPLY, DELIVERY AND INSTALLATION OF MACHINE-ROOM-LESS SYSTEM
NON-SCENIC PASSENGER ELEVATOR AT THE INTERNATIONAL CONVENTION
CENTER – FINANCIAL COMPONENTS - ORIGINAL & COPY 1

[NAME AND ADDRESS OF THE BIDDERS]
BIDS AND AWARDS COMMITTEE SECRETARIAT
UP OPEN UNIVERSITY
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA
REFERENCE NO. IB No. 25-04-003
“DO NOT OPEN BEFORE 20 May 2025, 2:30 PM”

3. The TC and FC envelopes should be enclosed in one mother envelope and must be labelled, sealed and signed as follows:

SUPPLY, DELIVERY AND INSTALLATION OF MACHINE-ROOM-LESS SYSTEM
NON-SCENIC PASSENGER ELEVATOR AT THE INTERNATIONAL CONVENTION
CENTER

[NAME AND ADDRESS OF THE BIDDERS]
BIDS AND AWARDS COMMITTEE SECRETARIAT
UP OPEN UNIVERSITY
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA
REFERENCE NO. IB No. 25-04-003
“DO NOT OPEN BEFORE 20 May 2025, 2:30 PM”

