



National Development Company

**BIDDING DOCUMENTS
FOR THE PUBLIC BIDDING OF THE**

**PROCUREMENT OF GOODS AND
SERVICES FOR THE SUPPLY, DELIVERY,
INSTALLATION, TESTING, AND
COMMISSIONING OF TWO (2) UNITS OF
BRAND-NEW PASSENGER ELEVATOR
FOR THE NDC BLDG. (2ND PUBLIC
BIDDING)**

**PROJECT REFERENCE NO:
MR24-10-143**

**APPROVED BUDGET:
₱ 8,000,000.00**

NDC Building, 116 Tordesillas Street
Salcedo Village, Makati City

**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.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations.....	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	11
1. Scope of Bid.....	12
2. Funding Information.....	12
3. Bidding Requirements.....	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	12
5. Eligible Bidders.....	12
6. Origin of Goods.....	13
7. Subcontracts.....	13
8. Pre-Bid Conference.....	14
9. Clarification and Amendment of Bidding Documents.....	14
10. Documents comprising the Bid: Eligibility and Technical Components.....	14
11. Documents comprising the Bid: Financial Component.....	14
12. Bid Prices.....	14
13. Bid and Payment Currencies.....	15
14. Bid Security.....	15
15. Sealing and Marking of Bids.....	16
16. Deadline for Submission of Bids.....	16
17. Opening and Preliminary Examination of Bids.....	16
18. Domestic Preference.....	16
19. Detailed Evaluation and Comparison of Bids.....	16
20. Post-Qualification.....	17
21. Signing of the Contract.....	18
Section III. Bid Data Sheet.....	19
Section IV. General Conditions of Contract.....	23
1. Scope of Contract.....	24
2. Advance Payment and Terms of Payment.....	24
3. Performance Security.....	24
4. Inspection and Tests.....	24
5. Warranty.....	25
6. Liability of the Supplier.....	25
Section V. Special Conditions of Contract.....	26
Section VI. Schedule of Requirements.....	34
Section VII. Technical Specifications.....	36
Section VIII. Checklist of Technical and Financial Documents.....	45

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

National Development Company

INVITATION TO BID FOR THE PROCUREMENT OF GOODS AND SERVICES FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING, AND COMMISSIONING OF TWO (2) UNITS OF BRAND-NEW PASSENGER ELEVATOR FOR THE NDC BUILDING (2ND PUBLIC BIDDING)

1. The National Development Company (NDC), through its Approved Corporate Operating Budget for 2024, intends to apply the sum of Eight Million Pesos (₱8,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of Goods and Services for the Supply, Delivery, Installation, Testing, and Commissioning of Two (2) Units of Brand-New Passenger Elevator for the NDC Building (2nd Public Bidding) with Project Reference No. 24-10-143. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The NDC now invites bids for the above Procurement Project. Delivery of the Goods is required for Twelve (12) months from receipt of Notice to Proceed. Bidders should have completed, within the last 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.

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 the NDC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the 7th Floor NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City, between 8:00 AM and 4:00 PM from January 8 to 28, 2025 and from 8:00 AM to 12:00 NN on January 29, 2025.
5. A complete set of Bidding Documents may be acquired by interested Bidders following the same schedule for the inspection of Bidding Documents from the stated address and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (₱10,000.00) to the NDC Cashier located at the 7th floor, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City. The method of payment will be cash.

The bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the NDC, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. NDC will hold a Pre-Bid Conference¹ on January 17, 2025 at 10:00 AM at the ABB Hall, Penthouse, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City and/or through videoconferencing or webcasting via Zoom application which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the 7th Floor NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City, prior to dropping their bids, on or before 1:00 PM on January 29, 2025 (7th Floor NDC Clock). 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 at 2:00 PM on January 29, 2025 at ABB Hall, Penthouse, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity, and/or through videoconferencing/ webcasting via Zoom application. The Zoom link will be sent to the bidders' representative prior to the opening of the bids.

After the Bid Opening, a detailed evaluation of the financial component of the eligible bid/s shall be conducted to determine the Single or Lowest Calculated Bid (SCB or LCB). Only the bidder with the SCB or LCB shall be notified to submit post-qualification documents within five (5) calendar days from receipt of the notice from the NDC BAC.

10. *All prospective bidders shall also submit (in USB flash drive) a scanned copy, in PDF file format, and password-protected; copies of their submitted documents (Eligibility, Technical, and Financial). Submitted scanned copies of the documents must be identical to the submitted hard copies. Discrepancy to the submitted PDF copies and hard copies might lead to disqualification. Password shall be disclosed by the bidder during the eligibility check and opening of bids.*
11. All particulars relative to the bidding shall be governed by the pertinent provisions and Implementing Rules and Regulations of R.A. 9184.
12. NDC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to:
JOHNIEREY A. CUETO
Head, BAC Secretariat
National Development Company
7th Floor, NDC Building, 116 Tordesillas Street
Tel. Nos.: (02) 8840-4838 to 47 loc. 232
E-mail Address: jacueto@ndc.gov.ph
Fax No.: (02) 8840-4862

¹ 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.

14. You may visit the following website:

For downloading of Bidding Documents: <https://www.ndc.gov.ph>

January 8, 2025

(originally signed)
AGM LEOPOLDO JOHN F. ACOT
BAC Vice Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, NDC, wishes to receive Bids for the Procurement of Goods and Services for the Supply, Delivery, Installation, Testing, and Commissioning of Two (2) Units of Brand-New Passenger Elevator for the NDC Building (2nd Public Bidding) with Project Reference No. MR No. 24-10-143.

The Procurement Project (referred to herein as “Project”) is composed of One (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2024 in the amount of Eight Million Pesos (₱8,000,000.00).
- 2.2. The source of funding is GOCC and GFIs, Corporate Operating Budget.

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 exceeding those allowed under the rules may participate pursuant to:

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

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.
- 5.5 The Bidders must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

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.

6. Origin of Goods

- 6.1. Unless otherwise indicated in the BDS, there is no restriction on the origin of GOODS other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to ITB Clause 1) 27.1.

7. Subcontracts

- 7.1. The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 the past 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 Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until 120 days from the bid submission. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

² 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.

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**.

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 follows:

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

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in ITB clauses 5, 12, and 13.

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.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

20.3 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the Head of Procuring Entity the award of contract to the said Bidder at its submitted price, whichever is lower.

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.
- 21.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 21.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and
 - (f) Other contract documents that may be required by existing laws and/or specified in the BDS.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.	<p>The Procuring Entity is the National Development Company (NDC).</p> <p>The name of the Contract is Procurement of Goods and Services for the Supply, Delivery, Installation, Testing, and Commissioning of Two (2) Units of Brand-New Passenger Elevator for the NDC Building (2nd Public Bidding).</p> <p>The identification number of the Contract is Project Reference No. MR24-10-143.</p> <p>The bidding shall be considered as one (1) lot.</p>
2.	<p>The funding source is:</p> <p>The Corporate Operating Budget for the year 2024 of NDC in the amount of: <u>Eight Million Pesos (₱8,000,000.00).</u></p>
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Supply, Delivery, Installation, Testing, and Commissioning of Brand-New Passenger Elevator. b. completed within the past five (5) years prior to the deadline for the submission and receipt of bids. c. With at least one (1) existing contract with a total cost equivalent to at least fifty percent (50%) of the total Approved Budget for this Contract (ABC) or should have completed at least three (3) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC.
5.5	<p>The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:</p> <p style="text-align: center;">NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.</p> <p>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.</p>
7.1	<u>Subcontracting is not allowed.</u>
8	<p>NDC BAC will hold a Pre-Bid Conference on January 17, 2025 <u>at 10:00 AM</u> at the ABB Hall, Penthouse, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City and/or through video conferencing or webcasting via Zoom application which shall be open to prospective bidder.</p>
10.1	<p>Pursuant to GPPB Circular 03-2016 dated October 27, 2016:</p> <p>For 12.1(a)(i) the Bidder shall submit a valid PhilGEPS Certificate of Registration of Membership under Platinum category - (Platinum Membership) in lieu of their</p>

	<p>Class “A” Documents uploaded and maintained current and updated in the PhilGEPS pursuant to Section 8.5.2 of the 2016 Revised IRR of RA 9184.</p> <p>The Bidder shall also submit the Document “Annex A” which forms part of the Certificate of Platinum Membership being submitted.</p> <p><u>The Bidders shall have a minimum Philippine Contractors Accreditation Board (PCAB) License at least License Category C & D - Size Range of Small B with classification of Specialty SP-ES (Elevator or Escalator).</u></p>
10.2	<p>Statement of All 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.</p> <p>Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid, within the past five (5) years prior to the date of submission and receipt of bids, the value of which must be equivalent to at least fifty percent (50%) of the ABC.</p> <p>Attach a Certified True Copy of the <u>Certificate of Satisfactory Completion</u> issued by the client or the Certified True Copy of the <u>Official Receipt</u> for the SLCC or any equivalent documents.</p>
11.1	<p>Include a detailed computation of the bid using the format in Section VIII (Checklist of Technical and Financial Documents) for the Procurement of Goods and Services for the Supply, Delivery, Installation, Testing, and Commissioning of Two (2) Units of Brand-New Passenger Elevator for the NDC Building (2nd Public Bidding).</p> <p>Bidders must also provide a soft copy of the Detailed Financial Bid in Microsoft Excel format showing the formula used in the computation of the costs. <u>USB flash drive containing the soft copy of the detailed financial bid should be enclosed in the Financial Component Envelope.</u></p>
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>a. The amount of not less than One Hundred Sixty Thousand Pesos (₱160,000.00) [2% of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than Four Hundred Thousand Pesos (₱400,000.00) [5% of ABC] if bid security is in Surety Bond, callable upon demand.</p>
14.2	The bid security shall be valid until May 29, 2025 (Tuesday).
15.0	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.
19.1	Bid modification is allowed to correct computational errors and omissions.
19.2	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
19.3	The project will be awarded in one (1) lot.

20.2	<p>A. 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 LCB, the Bidder shall submit the following documentary requirements:</p> <ol style="list-style-type: none"> 1. Documents listed in “Annex A” of the Certificate of PhilGEPs registration; 2. Latest Income and business tax returns filed and taxes paid through the BIR Electronic Filing and Payments System (eFPS) - within the last six (6) months preceding the date of bid submission; and <p>B. Certified True Copy signed by the BIR with documentary stamps of Item A.2. above to be submitted within seven (7) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB.</p> <p>Provided, that the aforementioned period may be extended upon the request of the bidder and only for causes beyond the bidder’s control. A proof of application with the BIR must be attached to the said request for an extension.</p> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.</p>
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Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>MOBILIZATION/DEMobilIZATION</p> <p>Prepare materials, equipment, tools, consumables, and manpower to the job site.</p> <p>SCOPE OF WORK</p> <ol style="list-style-type: none"> 1. Under the specifications and plans, the contractor shall supply all labor, supervision, equipment, and materials to complete the Project at the NDC Building, 116 Tordesillas, Salcedo Village, Makati City. 2. The Contractor shall secure all required permits/licenses from the Office of the Building Official of Makati City relative to the project. 3. The Contractor shall submit to NDC Gantt Chart, and PERT-CPM of the project for the approval of NDC. 4. The Contractor shall provide adequate signage and safety precautions in the entire proximity of the project site. 5. The Contractor shall ensure the safety of its workers by checking all electrical supplies for the elevator in the elevator room, ample lighting, ventilation inside the elevator shaft, safety harness, and other Personal Protective Equipment (PPE) required during the whole duration of the Project. 6. The Contractor shall attend weekly coordination meetings, submit weekly technical accomplishment reports (soft and hard copies), and present the progress of the Project. 7. The Contractor shall take photographs of all works that will be done in the Project including the existing elevator to be replaced before the dismantling. 8. The Contractor shall dismantle, package, haul and properly store the existing elevator units and parts in the designated area allocated by NDC. 9. The Contractor shall conduct all necessary tests and submit to NDC report results. 10. Removal of rust, painting of steel beams, and check/repair the bolt and nuts connection shall be done before installing the Passenger Elevator. 11. The Project Engineer must be present during the dismantling and installation of the new equipment and an Electrical Engineer during the installation of the wiring connection to the power supply. NDC- authorized personnel shall oversee all the said works. 12. The Contractor shall restore all affected areas to their original condition during the installation and commissioning of the elevator units.

13. The Contractor shall inform and coordinate with NDC **one (1) week** before the dismantling, installation of all major parts, and the testing and commissioning of the system.
14. The Contractor shall submit the soft and hard copies of the before and after installation photographs of the elevator units upon completion of installation and commissioning of the elevator units.
15. The Contractor shall submit the soft (in AutoCAD format) and signed and sealed hard copy of the hoistway, machine room, elevation, electrical, and other necessary as-built plans of the elevator units before the acceptance of the installation and commissioning of the elevator units. All as-built plans to be submitted to NDC shall be duly signed and sealed by Professional Licensed Engineers.
16. The Contractor shall provide a detailed final design layout plan and shop drawings for all component parts (mechanical, electrical, civil, and other specialty works) of the Project which shall be signed and sealed by Professional Licensed Engineers.
17. The Contractor shall secure permits/ licenses from the Office of the Building Official of Makati City to operate the brand-new elevator system.
18. The Contractor shall turn over all installed item manuals, certificates, and warranties to the end user and train NDC personnel in its operation.

Other Terms

1. The contractor shall secure the Building Permit, Occupancy Permit and other relevant permits as applicable for the project.
2. The date by which operating and maintenance manuals (if applicable) are required is **within fifteen (15) calendar days upon completion** of the renovation/repair works.
3. The date by which “as built” drawings are required is **within fifteen (15) calendar days upon completion** of the renovation/repair works.
4. The Final Payment equivalent to 10% of the total contract price is subject to the submission of the “as built” drawings and/or operating and maintenance manuals.
5. On weekdays, weekends and holidays, the contractor will be given a 24-hour access to the work area. However, noisy works are allowed only during weekdays, from 8:00 am – 6:00 pm.
6. The contractor shall submit the Program of Work to NDC within ten (10) calendar days from receipt of Notice of Award. The period between Program of Work Updates is thirty (30) calendar days. The amount to be withheld for late submission of an Updated program of Work is One Hundred Thousand Pesos (PhP100,000.00) to be applied against the progress payments.

7. The contractor shall install board-ups and signages as required.
8. The contractor shall be responsible to restore any damage/s to NDC or any other properties incurred during work.
9. The contractor shall maintain the cleanliness of the job site surroundings after undertaking the works.
10. The contractor shall conduct a site inspection and monitoring in coordination with the NDC representative.
11. The contractor shall provide all necessary accessories, usage of tools and equipment to complete the works.
12. The winning bidder shall provide performance bond and warranty as required by R.A. 9184.

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:

“The delivery terms applicable to this Contract are delivered at the Project Sites defined in Section VI. Schedule of Requirements. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Engr. Jene Israel V. Ong, Administrative Services Officer IV.

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:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- 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
- 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.
- f. Other incidental service requirements, as needed.

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:

- 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:
 - a. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - b. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for the period of this contract.

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.

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Supplier's risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>

2.2

Terms of Payment are as follows:

Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. At least one percent (1%) but shall not exceed five percent (5%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 5.

The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to provision is **GCC** Clause 1, and upon fulfillment of the obligations stipulated in this contract.

The currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

No.	Particulars	% of Contract Price	Corresponding % of Work Accomplishment
	Advance Payment 15% for the whole amount less of the PMS*	-	-
1	Upon delivery of two (2) units of elevator equipment at the site prior to the commencement of the installation work.**	40%	40%
2	Upon completion of the installation of the first passenger elevator including all mechanical & electrical works.**	25%	65%
3	Upon completion of the installation of the second passenger elevator including all mechanical & electrical works.**	25%	80%
4	Upon 100% completion of the architectural, civil work, and orientation for maintenance operational manual. Submission of as built plans duly signed and sealed by Professional Licensed	10%	100%

	Engineers and/or operating and maintenance manuals***		
5	Monthly Preventive Maintenance Service (PMS) upon turn-over of the units****	-	-
6	Retention of 10% *****	-	-

**The amount of advance payment is 15% of the contract price payable upon submission of a written request and upon acceptance by NDC of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand. This will be deducted from the progress payment by an amount equal to the percentage of the total contract price for the advance payment.*

***Payable upon submission of a Progress Billing or a request for payment for work accomplished accompanied by a Statement of Work Accomplished.*

****Payable upon submission of a request for final payment accompanied by a Statement of Work Accomplished and issuance by NDC of a Certificate of Completion.*

*****Payable upon submission of a service invoice or statement of account.*

******Payable upon issuance by NDC of a Certificate of Final Acceptance or upon submission of a warranty security.*

4	<p>Site inspections shall be conducted prior to the submission of bids.</p> <p>All bidders must secure Certificate of Site Inspection.</p> <p>Bidders shall assess the actual site lay-out.</p>
5	<p>Warranty:</p> <p>Eighteen (18) months warranty from any defects and poor workmanship.</p>

Section VI. Schedule of Requirements

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	Procurement of Goods and Services for the Supply, Delivery, Installation, Testing, and Commissioning of Two (2) Units of Brand-New Passenger Elevator for the NDC Building	1 lot		Twelve (12) months from the receipt of the Notice to Proceed

I shall comply with and deliver, within the period specified, all the above requirements upon receipt of Notice to Proceed.

Name of Company/Bidder

Signature over Printed Name of Bidder

Date

Section VII. Technical Specifications

Technical Specifications

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
		<p><i>Bidder 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>

I. Main Specification	<ul style="list-style-type: none"> • Capacity: 1000kg/ 13 Persons (minimum) • Stop/Floor/Opening: 13/13/13 • Speed: 1.75m/s (minimum) 																																				
II. General Specification	<table border="1"> <tr> <td data-bbox="472 371 799 416">Elevator model</td> <td data-bbox="807 371 1169 416">Gearless motor</td> </tr> <tr> <td data-bbox="472 416 799 461">Quantity</td> <td data-bbox="807 416 1169 461">2 units</td> </tr> <tr> <td data-bbox="472 461 799 506">Elevator Category</td> <td data-bbox="807 461 1169 506">Passenger elevator</td> </tr> <tr> <td data-bbox="472 506 799 551">Elevator Type</td> <td data-bbox="807 506 1169 551">Machine Room</td> </tr> <tr> <td data-bbox="472 551 799 707">Control Type</td> <td data-bbox="807 551 1169 707">AC - Variable Voltage Variable Frequency (VVVF)</td> </tr> <tr> <td data-bbox="472 707 799 752">Rated Load</td> <td data-bbox="807 707 1169 752">At least 1000 kg</td> </tr> <tr> <td data-bbox="472 752 799 797">Rated Speed</td> <td data-bbox="807 752 1169 797">At least 1.75m/s</td> </tr> <tr> <td data-bbox="472 797 799 842">No. of Floors</td> <td data-bbox="807 797 1169 842">13</td> </tr> <tr> <td data-bbox="472 842 799 887">No of Stops</td> <td data-bbox="807 842 1169 887">13</td> </tr> <tr> <td data-bbox="472 887 799 931">No of Openings</td> <td data-bbox="807 887 1169 931">13</td> </tr> <tr> <td data-bbox="472 931 799 976">Floor Name</td> <td data-bbox="807 931 1169 976">B, G, 2-12</td> </tr> <tr> <td data-bbox="472 976 799 1021">Operation</td> <td data-bbox="807 976 1169 1021">Duplex</td> </tr> <tr> <td data-bbox="472 1021 799 1155">Power Supply</td> <td data-bbox="807 1021 1169 1155">3phase, 220V ±7% AC 50Hz</td> </tr> <tr> <td data-bbox="472 1155 799 1245">Light Supply</td> <td data-bbox="807 1155 1169 1245">1phase, 220V ±7% AC 50Hz</td> </tr> <tr> <td data-bbox="472 1245 799 1357">Drive</td> <td data-bbox="807 1245 1169 1357">VVVF Inverter driving system</td> </tr> <tr> <td data-bbox="472 1357 799 1402">Control system</td> <td data-bbox="807 1357 1169 1402">Main Controller</td> </tr> <tr> <td data-bbox="472 1402 799 1447">Traction ratio</td> <td data-bbox="807 1402 1169 1447">2:01</td> </tr> </table>		Elevator model	Gearless motor	Quantity	2 units	Elevator Category	Passenger elevator	Elevator Type	Machine Room	Control Type	AC - Variable Voltage Variable Frequency (VVVF)	Rated Load	At least 1000 kg	Rated Speed	At least 1.75m/s	No. of Floors	13	No of Stops	13	No of Openings	13	Floor Name	B, G, 2-12	Operation	Duplex	Power Supply	3phase, 220V ±7% AC 50Hz	Light Supply	1phase, 220V ±7% AC 50Hz	Drive	VVVF Inverter driving system	Control system	Main Controller	Traction ratio	2:01	
Elevator model	Gearless motor																																				
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III. Shaft Dimensions	<table border="1"> <tr> <td data-bbox="472 1491 799 1603">Shaft Size (W *D) *Subject for actual inspection of bidder</td> <td data-bbox="807 1491 1169 1603">4680mm (W) x 2200mm (D)</td> </tr> <tr> <td data-bbox="472 1603 799 1648">Shaft Type</td> <td data-bbox="807 1603 1169 1648">Concrete</td> </tr> <tr> <td data-bbox="472 1648 799 1693">Traveling height</td> <td data-bbox="807 1648 1169 1693">40,850 mm</td> </tr> <tr> <td data-bbox="472 1693 799 1738">Pit depth</td> <td data-bbox="807 1693 1169 1738">2,130 mm</td> </tr> <tr> <td data-bbox="472 1738 799 1783">Overhead height</td> <td data-bbox="807 1738 1169 1783">6,430 mm</td> </tr> <tr> <td data-bbox="472 1783 799 1827">Total shaft height</td> <td data-bbox="807 1783 1169 1827">47,280 mm</td> </tr> </table>		Shaft Size (W *D) *Subject for actual inspection of bidder	4680mm (W) x 2200mm (D)	Shaft Type	Concrete	Traveling height	40,850 mm	Pit depth	2,130 mm	Overhead height	6,430 mm	Total shaft height	47,280 mm																							
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IV. Cabin Design	Cabin net size (minimum)	1550(W) x 1350(D) x 2150(H) mm
	Cabin ceiling	as per approved design
	Cabin floor	PVC - as per approved sample
	Cabin rear wall	Central Panel - Mirror Etched Auxiliary Panel - Hairline Stainless Steel (HSS)
	Cabin side wall	Central panel - HSS Auxiliary panel- Mirror Stainless Steel (SS)
	Cabin door opening	HSS - 1.2mm (minimum)
	Cabin door size (minimum)	900 (W) * 2100 (H) mm
	Cabin operation panel (COP)	Black LCD – HSS Button with Braille dots
	Lobby operation panel (GF)	Black LCD (on transom) Hall button – HSS Button with Braille dots
	Lobby operation panel (Other floor)	Black LCD (Double indication) - HSS Button with Braille dots
	Handrail	Metal HSS - as per approved sample
V. Landing Door Design	Landing doors size (minimum)	900 (W) * 2100 (H)
	Door opening type	Two panels center opening
	GF door (Wide Jamb)	304 Hairline stainless steel (HSS) - 1.2mm (minimum)
	Other floors (Narrow Jamb)	304 Hairline stainless steel (HSS) - 1.2mm (minimum)

VI. Devices Included	<table border="1"> <tr><td>1. Voice announcer</td></tr> <tr><td>2. COP & LOP touchless button</td></tr> <tr><td>3. Cabin door DOP display</td></tr> <tr><td>4. Automatic Recue Device (ARD)</td></tr> <tr><td>5. Automatic Voltage Regulator (AVR)</td></tr> <tr><td>6. Cabin air conditioner</td></tr> <tr><td>7. Earthquake sensor</td></tr> </table>	1. Voice announcer	2. COP & LOP touchless button	3. Cabin door DOP display	4. Automatic Recue Device (ARD)	5. Automatic Voltage Regulator (AVR)	6. Cabin air conditioner	7. Earthquake sensor																																			
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	<ul style="list-style-type: none">• Air Purifier - Generating Device to be built into a car's ventilation unit creates clean air for passenger comfort, by disinfecting germs, odor molecules, bacteria, viruses, and allergens in the elevator.	
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NATIONAL DEVELOPMENT COMPANY

TERMS OF REFERENCE

Supply, Delivery, Installation, Testing, and Commissioning of Two (2) Units of Brand-New Passenger Elevator for the NDC Building

I. MOBILIZATION/DEMOBILIZATION

Prepare materials, equipment, tools, consumables, and manpower to the job site.

II. MAIN SPECIFICATION

- Capacity: **1000kg/ 13 Persons** (minimum)
- Stop/Floor/Opening: 13/13/13
- Speed: 1.75m/s (minimum)

III. SCOPE OF WORK

1. Under the specifications and plans, the contractor shall supply all labor, supervision, equipment, and materials to complete the Project at the NDC Building, 116 Tordesillas, Salcedo Village, Makati City.
2. The Contractor shall secure all required permits/licenses from the Office of the Building Official of Makati City relative to the project.
3. The Contractor shall submit to NDC Gantt Chart, and PERT-CPM of the project for the approval of NDC.
4. The Contractor shall provide adequate signage and safety precautions in the entire proximity of the project site.
5. The Contractor shall ensure the safety of its workers by checking all electrical supplies for the elevator in the elevator room, ample lighting, ventilation inside the elevator shaft, safety harness, and other Personal Protective Equipment (PPE) required during the whole duration of the Project.
6. The Contractor shall attend weekly coordination meetings, submit weekly technical accomplishment reports (soft and hard copies), and present the progress of the Project.
7. The Contractor shall take photographs of all works that will be done in the Project including the existing elevator to be replaced before the dismantling.
8. The Contractor shall dismantle, package, haul and properly store the existing elevator units and parts in the designated area allocated by NDC.
9. The Contractor shall conduct all necessary tests and submit to NDC report results.
10. Removal of rust, painting of steel beams, and check/repair the bolt and nuts connection shall be done before installing the Passenger Elevator.
11. The Project Engineer must be present during the dismantling and installation of the new equipment and an Electrical Engineer during the installation of the wiring connection to the power supply. NDC- authorized personnel shall oversee all the said works.

12. The Contractor shall restore all affected areas to their original condition during the installation and commissioning of the elevator units.
13. The Contractor shall inform and coordinate with NDC one (1) week before the dismantling, installation of all major parts, and the testing and commissioning of the system.
14. The Contractor shall submit the soft and hard copies of the before and after installation photographs of the elevator units upon completion of installation and commissioning of the elevator units.
15. The Contractor shall submit the soft (in AutoCAD format) and signed and sealed hard copy of the hoistway, machine room, elevation, electrical, and other necessary as-built plans of the elevator units before the acceptance of the installation and commissioning of the elevator units. All as-built plans to be submitted to NDC shall be duly signed and sealed by Professional Licensed Engineers.
16. The Contractor shall provide a detailed final design layout plan and shop drawings for all component parts (mechanical, electrical, civil, and other specialty works) of the Project which shall be signed and sealed by Professional Licensed Engineers.
17. The Contractor shall secure permits/ licenses from the Office of the Building Official of Makati City to operate the brand-new elevator system.
18. The Contractor shall turn-over all installed item manuals, certificates, and warranties to the end user and train NDC personnel in its operation.

IV. BREAKDOWN OF COST

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
1	Imported Equipment and Design Materials. Customs, Duties, Taxes, Local Charges, Unloading, Permits, and Delivery to the site.	2	units		
2	Local Portion: Mechanical Installation, Electrical Installation, and Testing and Commissioning Charges	2	units		
3	Dismantling of Existing Two (2) units Passenger Elevator with 13 stops / 13 Opening	2	units		
	Dismantling of all hoistway parts and accessories such as rails, brackets, elevator car and carriage, and counter weights (one at a time)				
	Dismantling of accessories such as buffers, compensating weights, and footlings.				

	Dismantling of all entrance parts such as door panels, hanger, entrance sills, and brackets (jamb attached to elevator shaft not included)				
	Removing of all wirings, landing accessories, switches, leveling devices, floor indicators, and hall call buttons				
	Dismantling of the machine, controls, transformers, steel cable, and support beams at the machine room, and hauling down to designated place.				
	Cleaning and hauling of all debris.				
4	Civil Works needed prior to dismantling of two (2) units elevator and installation of the New Elevators				
	Provide suitable and lockable board-ups in every floor for the safety of the building occupants during the dismantling and installation	13	units		
	Concreting for step/sill base casting and cave filing after installation	26	pcs		
	Finishing of walls and floor of the landing hall	26	pcs		
	Demolition of portion of machine room floor slab for hauling down the dismantled machine room equipment and accessories and bringing up the new equipment	2	units		
	Restoration of machine room slab and blockouts after installation	1	lot		
	Removal of rust and painting of all structural beams and columns inside elevator shaft	1	lot		
5	Dismantling permit, Installation permit and Permit to Operate	2	units		
6	Air Conditioning System	2	units		
7	Preventive Maintenance Service (PMS) for elevator 1 & 2.	12	months		
				Sub-total	
				12% Vat	
				Grand total	8,000,000.00

V. TECHNICAL SPECIFICATION

A. General Specification:

1. Elevator model	Gearless motor
2. Quantity	2 units
3. Elevator Category	Passenger elevator
4. Elevator Type	Machine Room
5. Control Type	AC - Variable Voltage Variable Frequency (VVVF)
6. Rated Load	At least 1000 kg
7. Rated Speed	At least 1.75m/s
8. No. of Floors	13
9. No of Stops	13
10. No of Openings	13
11. Floor Name	B, G, 2-12
12. Operation	Duplex
13. Power Supply	3phase, 220V \pm 7% AC 50Hz
14. Light Supply	1phase, 220V \pm 7% AC 50Hz
15. Drive	VVVF Inverter driving system
16. Control system	Main Controller
17. Traction ratio	2:01

B. Shaft Dimensions:

1. Shaft Size (W *D) *Subject for actual inspection of bidder	4680mm (W) x 2200mm (D)
2. Shaft Type	Concrete
3. Traveling height	40,850 mm
4. Pit depth	2,130 mm
5. Overhead height	6,430 mm
6. Total shaft height	47,280 mm

C. Cabin Design:

1. Cabin net size (minimum)	1550(W) x 1350(D) x 2150(H) mm
2. Cabin ceiling	as per approve design

3. Cabin floor	PVC - as per approve sample
4. Cabin rear wall	Central Panel - Mirror Etched Auxiliary Panel - Hairline Stainless Steel (HSS)
5. Cabin side wall	Central panel - HSS Auxiliary panel- Mirror Stainless Steel (SS)
6. Cabin door opening	HSS - 1.2mm (minimum)
7. Cabin door size (minimum)	900 (W) * 2100 (H) mm
8. Cabin operation panel (COP)	Black LCD – HSS Button with Braille dots
9. Lobby operation panel (GF)	Black LCD (on transom) Hall button – HSS Button with Braille dots
10. Lobby operation panel (Other floor)	Black LCD (Double indication) - HSS Button with Braille dots
11. Handrail	Metal HSS - as per approve sample

D. Landing Doors Design:

1. Landing doors size (minimum)	900 (W) * 2100 (H)
2. Door opening type	Two panels center opening
3. GF door (Wide Jamb)	304 Hairline stainless steel (HSS) - 1.2mm (minimum)
4. Other floors (Narrow Jamb)	304 Hairline stainless steel (HSS) - 1.2mm (minimum)

E. Devices Included

8. Voice announcer
9. COP & LOP touchless button
10. Cabin door DOP display
11. Automatic Recue Device (ARD)
12. Automatic Voltage Regulator (AVR)
13. Cabin air conditioner
14. Earthquake sensor

F. Key Component List

1. Traction System	5. Cabin
- Traction Machine	- Level Switch
- Rotate Encoder	- Elevator Parts

- Oil tight	6. Cabin Operator System
2. Control System	- CPU
- Controller	- CAN Bus Chip
- CPU	- Dual Port RAM
- CAN Bus chip	- Comm Interface Chip
- Dual Port Ram	- Terminal Input Octocoupler
- Comm Interface Chip	- Light Current
- Terminal Input Optocoupler	7. Call & Shaft System
- Rotary Encoder Optocoupler	- Call Board
- Clock Chip	- Cable
3. Drive System	8. Landing Door & Jamb Protector
- CPU	- Landing Door
- Inverter Bridge	9. Safety
- Drive Octocoupler	- Safety Gear
- Control Monitor Chip	- Buffer
4. Door System	- Guiderails
- Door Controller	- Travelling Cable

G. Standard Safety Features *

1. Emergency Stop	34. Two direction moving
2. Handrail safety entry protection	35. Step chain protection
3. Over-speed protection	36. Unintentional reversal protection device
4. Phase failure protection	37. Drive chain broken protection device
5. Over-load protection	38. Inspection operation
6. Full connective control	39. Emergency car lighting
7. VVVF drive	40. Full load direct run
8. Light curtain protection	41. Automatic return to main landing
9. Power on re-level	42. Self-diagnose for failure
10. Inspection operation	43. Five-way communication
11. car arrival chime	44. Limit protection
12. Car's bell	45. Preload start
13. Automatic door opening time adjustment	46. Full load bypass
14. Automatic turn off lighting and fan	47. Door reclosing
15. Error recording	48. Hoistway self-learning
16. Attendant service	49. Bypass operation
17. Automatic correction of floor position signal	50. Lift locking
18. Protection of door lock up outside door area	51. Infrared light curtain protection
19. Reversal running protection	52. Anti skip protection
20. Anti terminal running protection	53. Motor Temperature protection
21. Phase protection	54. Fire running function
22. Door opening failure protection	55. Protection for door lock short circuit

23. Door lock failure for brake switches	56. Contact protection for brake switches
24. Intercom communication	57. Wheeling protection
25. Fire alarm bell	58. Floor display directional setup
26. Isolate running	59. Rolling display of running direction
27. CAN communication protection	60. Arrival announcement
28. Emergency return in case of fire	61. Main control protection
29. Main control CPU WDT protection	62. Discretion setup of service floor
30. Test running	63. Direct landing
31. Load weight device	64. Full collective control
32. Door opening button (external)	65. Door opening button (internal)
33. Malfunction of indicator in controller	

*or its equivalent

F. Main Parts

1. Gearless motor
2. Door light curtain
3. Control System
4. Door operator

H. Main Elevator Functions

- Alarm Buzzer- When the emergency button is pressed, the car-top-mounted buzzer will sound the alarm.
- Rescue Operation to the Nearest Floor- In the event that an elevator stops between floors, a safety circuit will automatically analyze the situation and slowly move the elevator to the nearest available floor.
- Automatic Releveling- In the event that an elevator floor is leveled with the landing floor, the Automatic Releveling function will initiate and make the elevator floor flush with the landing floor.
- Emergency Car Lighting- In the event of a power failure, a self-charging-battery-equipped emergency lighting system will light up for passenger safety and relief.
- Five-Way Intercom- An intercom for 5-way communication is installed in the elevator. It allows 4 remote telephones to communicate with the elevator; one on the car top, one in the pit, one in the machine room, and one in the building-system control room.
- Multi-Beam Sensor- A multi-beam sensor emits multiple infrared beams, creating an invisible curtain covering the entire doorway. If any of the beams is interrupted, the closing doors will stop and reopen.
- Night-Time Self-Checking Operation- During the night time when the elevator doesn't receive any car and hall calls, the system will move the elevator and check the mechanical brake conditions automatically.
- Open Door Warning- If a passenger tries to forcibly open the doors while the elevator is in operation, the warning device will sound an alarm.

- Unintended Car Movement Protection (UCMP)- The UCMP system prevents elevator movement from the landing floor, while passengers are entering and getting off the elevator.
- Car Door Anti Stripping Device- It can prevent passengers from falling into the hoistway when the door is opened in the non-unlocking area, and further ensure the safety of elevator passengers.
- Impact Resistant Door System- The impact resistance of the landing door system is further strengthened, and the risk of falling into the hoistway caused by the impact of the landing door system is effectively prevented, further ensuring the safety of elevator-related personnel.
- Automatic Fan and Light Control- If an elevator receives no car and hall calls within a certain period of time, its ventilation fan and light will turn off automatically.
- Parking Operation- When an elevator is shifted to Parking Operation mode, the elevator will move to the pre-assigned floor and park with its doors closed, and car lights and fan turned off.
- Battery-Powered Automatic Landing Operation- In the event of a power failure, a compact battery power source will move the car to the nearest floor.
- Door Opening Failure Rescue Operation- When an elevator fails to open the doors at a landing floor, it will move to the next available floor and open them.
- Earthquake Rescue Operation- When a seismic sensor has detected a seismic wave (the secondary seismic wave), the elevator will be shifted to rescue operation mode and automatically move to the nearest available floor for passenger evacuation.
- Fire Operation- In the event of a fire, the Fire Operation mode will automatically take an elevator directly to a refuge floor and immobilize it there. (One refuge floor at the terminal floor)
- Fireman Operation- Under automatic operation, when the fireman's switch is on, the car will immediately cancel all the calls and run to the refuge floor. The elevator responds to the call in the car only, which is used for special firefighting operations.
- Independent Operation- By turning on the Independent Operation buttons inside a car operating board's cabinet, the elevator only responds to the car calls and does not respond to the hall calls.
- CCTV-Camera Cables- To meet the needs of video capture or digital signal transmission such as surveillance cameras in the car, the elevator is equipped with dedicated transmission cables from the COP to the car, which can respond to various transmission schemes according to the needs of the building party.
- Auto Adjustment of Door Open Time- This function automatically adjusts the door-hold open time (dwell time) on each floor depending on passengers' hall- and car call registration situations.
- Automatic Return to Main Floor- When an elevator does not receive any car or hall calls for a certain period of time, the Automatic Return to Main Floor

function makes the elevator go to the lobby or a predetermined floor and waits on standby for passengers to board.

- Door Nudging- If the car doors are held open over a given period of time, the Door Nudging function will close them slowly with an audible alarm.
- Automatic Load Bypass- When a traveling car is fully loaded, it will bypass floors where the hall calls are registered. Those hall calls will be assigned to another available elevator.
- Overload Warning- When a car becomes overloaded, the warning alarm will sound. The elevator doors will not close until the overload state is resolved.
- Reverse-Direction Car-Call Cancellation- In the event that a passenger tries to register a car call that is behind the car's current traveling direction, the elevator system will regard it as a nuisance call and ignore it in order to maintain the elevator service efficiency.
- Wrong Car-Call Cancellation- In case a passenger presses the wrong car call button, this mistake can be canceled by pushing the same button twice.
- Arrival Chime (In Car)- When a car arrives at a destination floor, an arrival chime will sound softly.
- Attendant Operation- By using attendant operation buttons inside a car operating board's cabinet, authorized personnel can register car calls for in-car passengers. In addition to monitoring incoming hall calls, the attendant decides the car travel direction and operates the car doors with priority service for in-car passengers.
- Visual Display on Car Operating Board- Informing in an elevator's current condition, a visual display on the car operating board will provide passengers with timely text messages such as "OVERLOADED", "EMER. OPERATION", "PLEASE EXIT THE ELEVATOR", etc.
- Visual Display on Landing Fixture- Informing on an elevator's current condition, a visual display on the landing fixture will provide waiting passengers with timely text messages such as "OVERLOADED", "EMER. OPERATION", "PLEASE EXIT THE ELEVATOR", etc.
- Air Purifier - Generating Device to be built into a car's ventilation unit creates clean air for passenger comfort, by disinfecting germs, odor molecules, bacteria, viruses, and allergens in the elevator.

VI. BUDGET, DELIVERABLES AND TERMS AND CONDITION OF PAYMENT:

The approved budget for the contract (ABC) is **Eight Million Pesos (P8,000,000.00)**, inclusive of all applicable taxes.

The terms of payment shall be as follows:

No.	Particulars	% of Contract Price	Corresponding % of Work Accomplishment
	Advance Payment 15% for the whole amount less of the PMS*	-	-
1	Upon delivery of two (2) units of elevator equipment at the site prior to the commencement of the installation work.**	40%	40%
2	Upon completion of the installation of the first passenger elevator including all mechanical & electrical works.**	25%	65%
3	Upon completion of the installation of the second passenger elevator including all mechanical & electrical works.**	25%	80%
4	Upon 100% completion of the architectural, civil work, and orientation for maintenance operational manual. Submission of as built plans duly signed and sealed by Professional Licensed Engineers and/or operating and maintenance manuals***	10%	100%
5	Monthly Preventive Maintenance Service	-	-

	(PMS) upon turn-over of the units****		
6	Retention of 10%*****	-	-

*The amount of advance payment is 15% of the contract price payable upon submission of a written request and upon acceptance by NDC of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand. This will be deducted from the progress payment by an amount equal to the percentage of the total contract price for the advance payment.

**Payable upon submission of a Progress Billing or a request for payment for work accomplished accompanied by a Statement of Work Accomplished.

***Payable upon submission of a request for final payment accompanied by a Statement of Work Accomplished and issuance by NDC of a Certificate of Completion.

****Payable upon submission of a service invoice or statement of account.

*****Payable upon issuance by NDC of a Certificate of Final Acceptance or upon submission of a warranty security.

VII. DURATION OF WORK:

Twelve (12) months from receipt of the Notice to Proceed.

VIII. Warranty

Eighteen (18) months warranty from any defects and poor workmanship.

IX. Other Terms

1. The contractor shall secure the Building Permit, Occupancy Permit and other relevant permits as applicable for the project.
2. The date by which operating and maintenance manuals (if applicable) are required is within fifteen (15) calendar days upon completion of the renovation/repair works.
3. The date by which “as built” drawings are required is within fifteen (15) calendar days upon completion of the renovation/repair works.
4. The Final Payment equivalent to 10% of the total contract price is subject to the submission of the “as built” drawings and/or operating and maintenance manuals.
5. On weekdays, weekends and holidays, the contractor will be given a 24-hour access to the work area. However, noisy works are allowed only during weekdays, from 8:00 am – 6:00 pm.
6. The contractor shall submit the Program of Work to NDC within ten (10) calendar days from receipt of Notice of Award. The period between Program of Work Updates is thirty (30) calendar days. The amount to be withheld for late

submission of an Updated program of Work is One Hundred Thousand Pesos (PhP100,000.00) to be applied against the progress payments.

7. The contractor shall install board-ups and signages as required.
8. The contractor shall be responsible to restore any damage/s to NDC or any other properties incurred during work.
9. The contractor shall maintain the cleanliness of the job site surroundings after undertaking the works.
10. The contractor shall conduct a site inspection and monitoring in coordination with the NDC representative.
11. The contractor shall provide all necessary accessories, usage of tools and equipment to complete the works.
12. The winning bidder shall provide performance bond and warranty as required by R.A. 9184.

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (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 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

- (k) 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

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

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

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

This checklist serves only as a guide to the bidders. It is still the responsibility of each bidder to make sure it complies with the requirements.

Bidding Forms

TABLE OF CONTENTS

Bid Form	
Detailed Financial Bid for the Procurement of Goods and Services for the Supply, Delivery, Installation, Testing, and Commissioning of Two (2) Units of Brand-New Passenger Elevator for the NDC Building	64
Contract Agreement Form for the Procurement of Goods.....	66
Bank Guarantee Form for Advance Payment	70
BID-SECURING DECLARATION	
Statement of All 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	72
Statement of Single Largest Completed Contract (SLCC)	73

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

BID FORM

Date : _____

Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

[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	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 *[state the written authority]*.

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Detailed Financial Bid for the Procurement of Goods and Services for the Supply, Delivery, Installation, Testing, and Commissioning of Two (2) Units of Brand-New Passenger Elevator for the NDC Building

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1	Imported Equipment and Design Materials.	2	units		
	Customs, Duties, Taxes, Local Charges, Unloading, Permits, and Delivery to the site.	-----	-----	-----	-----
2	Local Portion: Mechanical Installation, Electrical Installation, and Testing and Commissioning Charges	2	units		
3	Dismantling of Existing Two (2) units Passenger Elevator with 13 stops / 13 Opening	2	units		
	Dismantling of all hoistway parts and accessories such as rails, brackets, elevator car and carriage, and counter weights (one at a time)	-----	-----	-----	-----
	Dismantling of accessories such as buffers, compensating weights, and footlings.	-----	-----	-----	-----
	Dismantling of all entrance parts such as door panels, hanger, entrance sills, and brackets (jamb attached to elevator shaft not included)	-----	-----	-----	-----
	Removing of all wirings, landing accessories, switches, leveling devices, floor indicators, and hall call buttons	-----	-----	-----	-----
	Dismantling of the machine, controls, transformers, steel cable, and support beams at the machine room, and hauling down to designated place.	-----	-----	-----	-----
	Cleaning and hauling of all debris.	-----	-----	-----	-----

4	Civil Works needed prior to dismantling of two (2) units elevator and installation of the New Elevators	-----	-----	-----	-----
	Provide suitable and lockable board-ups in every floor for the safety of the building occupants during the dismantling and installation	13	units		
	Concreting for step/sill base casting and cave filing after installation	26	pcs		
	Finishing of walls and floor of the landing hall	26	pcs		
	Demolition of portion of machine room floor slab for hauling down the dismantled machine room equipment and accessories and bringing up the new equipment	2	units		
	Restoration of machine room slab and blockouts after installation	1	lot		
	Removal of rust and painting of all structural beams and columns inside elevator shaft	1	lot		
5	Dismantling permit, Installation permit and Permit to Operate	2	units		
6	Air Conditioning System	2	units		
7	Preventive Maintenance Service (PMS) for elevator 1 & 2.	12	months		
		GRAND TOTAL			
		(Inclusive of all government taxes)			

Note: Specifying a zero (0) or a dash (-) in the financial bid would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for (ITB 28.3a).

TOTAL: PESOS _____ (**₱** _____)
(AMOUNT IN WORDS) _____

Submitted by:

 (Company Name)

 (Name and Signature of Bidder/Authorized Representative)

 (Designation)

 Date

Contract Agreement Form for the Procurement of Goods

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 2024 ____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission

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

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
[Insert Name of Supplier]

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued]*, *[place issued]*
IBP No. _____ *[date issued]*, *[place issued]*

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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]

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
 [name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 2 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION

Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Statement of All 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

Business Name : _____

Business Address : _____

Name of the Contract and Project Location	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Amount of Contract and Value of Outstanding Contract	a. Date of Contract b. Duration of the Contract c. Estimated Date of Completion	Bidder's Role		% of Accomplishment (based on latest % accomplishment report with a cut-off date of not earlier than November 2024)	
					Description	%	Planned	Actual
Ongoing								
Contracts Awarded But Not Yet Started								

Note: Use additional sheets if necessary.

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Statement of Single Largest Completed Contract (SLCC)

(Similar to the contract to be bid, within the past five (5) years prior to the date of submission and receipt of bids, the value of which must be at least fifty percent (50%) of the ABC)

Business Name : _____

Business Address : _____

Name of the Contract	a. Owner's Name b. Address c. Telephone Nos.	Kinds of Goods	Amount of Completed Contract	a. Date of Contract b. Duration of the Contract c. Date of Contract Completion	Certificate of Completion issued by the client or official receipt(s) for the SLCC

Note: Attach a Certified True Copy of the Certificate of Satisfactory Completion issued by the client or the Certified True Copy of the Official Receipt for the SLCC any equivalent documents.

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

