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**BIDDING DOCUMENTS for the
procurement of SUPPLY OF LABOR
AND MATERIALS FOR THE
CONSTRUCTION OF ELEVATOR
SHAFTS OF PASSENGER
ELEVATORS FOR PCED
BUILDINGS**

ITB-2025-0102-GR

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



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INVITATION TO BID FOR SUPPLY OF LABOR AND MATERIALS FOR THE CONSTRUCTION OF ELEVATOR SHAFTS OF PASSENGER ELEVATORS FOR PCED BUILDINGS

1. The Philippine Center for Economic Development (**PCED**), through the its FY 2025 General Appropriations Act, intends to apply the sum of Five Million Six Hundred Thousand Pesos & 00/100 (Php5,600,000.00) being the ABC to payments under the contract for the Supply of Labor and Materials for the Construction of Elevator Shafts of Passenger Elevators for PCED Buildings / ITB-2025-0102-GR. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **PCED** now invites bids for the above Procurement Project. Delivery of the Goods and Services is required within three (3) months upon receipt of Notice to Proceed.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the Office of the PCED Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during **Monday to Friday 8:00 am to 5:00 pm**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **February 26, 2025 (Wednesday)** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (Php10,000.00)*.
6. The **PCED-BAC** will hold a Pre-Bid Conference¹ on **March 6, 2025 (Thursday)**, **Madrigal Room**, PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila at 10:00 A.M which shall be open to prospective bidders. For those who wish to attend online, please contact the BAC Secretariat Head, Ms. Gerlie Paloma for more details.
7. Bids must be duly received by the BAC Secretariat through Manual Submission/Sealed Bids as indicated below, on or before **March 18, 2025 (Tuesday) 10:00 AM at the Madrigal Room, PCED Library Building, UP School of**

Economics, 1101, Diliman, Quezon City, Metro Manila. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **March 18, 2025 (Tuesday) 10:00 AM at the Madrigal Room, PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The PCED-BAC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Bids and Awards Committee Secretariat

Gerlie P. Paloma

BAC Secretariat Head

Admin. Officer III

Ground Floor, PCED Library Building,
UP School of Economics, 1101, Diliman,
Quezon City, Metro Manila

bacsec@pced.gov.ph

Tel#: 8981-8500 loc 3480 / 0917-862-3971

(Monday to Friday 8:00AM – 5:00PM)



DR. KARL ROBERT L. JANDOC
Chairperson, BAC

The Schedules of Activities are as follows:

ACTIVITY	SCHEDULE
1. Advertisement and issuance of Bidding Documents	February 26, 2025 (Wednesday) Office of the BAC Secretariat Ground Floor, PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila 8:00 a.m. – 5:00 p.m. / www.pced.gov.ph
2. Pre-bid Conference	March 6, 2025 (Thursday) Madrigal Room, PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila 10:00 a.m. Hybrid Meeting
3. Request for Clarification	March 9, 2025 (Sunday) Office of the BAC Secretariat Ground Floor, PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila Email: bacsec@pced.gov.ph
4. Issuance of Supplemental Bid Bulletin	March 11, 2025 (Tuesday) Office of the BAC Secretariat Ground Floor, PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila
5. Submission and Receipt of Bids	March 18, 2025 (Tuesday) Madrigal Room, PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila 10:00 a.m. Manual Submission/Sealed Bids
6. Opening of Bids	March 18, 2025 (Tuesday) Madrigal Room, PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila 10:00 a.m. Face to Face



Dr. Karl Robert L. Jandoc
Chairperson, BAC

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, Philippine Center for Economic Development wishes to receive Bids for the Supply of Labor and Materials for the Construction of Elevator Shafts of Passenger Elevators for PCED Buildings.

2. Funding Information

2.1 The GOP through the source of funding as indicated below for *FY 2025 General Appropriations Act in the amount of Php5,600.000.00.*

2.2 The Source of funding is:

a. GAA, GOCC and GFIs, the 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 limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference hybrid meeting on **March 6, 2025 (Thursday)** at 10:00 AM for this Project on the specified date and time and either at its physical address at the Madrigal Room, PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila. For those who wish to attend online, please contact the BAC Secretariat Head, Ms. Gerlie Paloma for more details.

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 IX (Checklist of Technical and Financial Documents)**.

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 IX (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:
 - a) The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - b) The cost of all customs duties and sales and other taxes already paid or payable;
 - c) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - d) The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to

Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

14. Bid Security

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

15. Sealing and Marking of Bids

Each Bidder shall submit two copies of the first and second components of its Bid.

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time at its physical address 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

¹In 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.

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is PHILIPPINE CENTER FOR ECONOMIC DEVELOPMENT.</p> <p>The name of the Contract is SUPPLY OF LABOR AND MATERIALS FOR THE CONSTRUCTION OF ELEVATOR SHAFTS OF PASSENGER ELEVATORS FOR PCED BUILDINGS.</p>
5.1	Must have a PCAB License – with a classification in General Building with a Size and Range of Small B and license category of D, C, or better.
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Supply of Labor and Materials for the Construction of Elevator Shafts for Passenger Elevators for at least 4-storey high buildings. b. Completed within 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.
7.1	Subcontracting is not allowed
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 Class “A” documents uploaded and maintained current and updated in the PhilGEPS pursuant to 8.5.2 of the 2016 Revised IRR of RA9184.</p>
10.2	<p>Statement of All Ongoing Government and Private Contracts, including contracts awarded but not yet started, if any, whether similar not similar in nature or 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>

12	The price of the Goods shall be quoted Delivery Duty Paid (DDP) at the PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than Php112,000.00 [two percent (2%) of <i>Php5,600,000.00</i>] , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than Php280,000.00 [five percent (5%) of <i>Php5,600,000.00</i>] , if bid security is in Surety Bond.
19.3	The project will be awarded in one (1) lot.
20.2	<p>Post-Qualification: Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the Notice from PCED-BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following documentary requirements:</p> <ul style="list-style-type: none"> (a) Certified True Copies of the Class A documents enumerated in the PhilGEPS Registration Platinum Membership; (b) Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); (c) and other appropriate licenses and permits required by law and stated in the BDS <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 veracity of any 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>
21.2	<i>Subject to submission of documents that may be required by existing laws and the Procuring Entity.</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the 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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	<i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i>
1	Delivery and Documents
	For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	<i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered to <i>PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila</i> In accordance with INCOTERMS.”
	<i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to <i>PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila</i> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”
	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: Bids and Awards Committee Secretariat Gerlie P. Paloma BAC Secretariat Head Admin. Officer III Ground Floor, PCED Library Building, UP School of Economics, 1101, Diliman, Quezon City, Metro Manila Tel#: 8981-8500 loc 3480 / 0917-862-3971 E-mail address: bacsec@pced.gov.ph
	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:
	<ul style="list-style-type: none"> 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.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

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

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods from the date of acceptance.

Spare parts or components shall be supplied as promptly as possible from the date of acceptance

	<p>Packaging –</p> <p>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.</p>
	<p>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>
	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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>
	<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</p>

	<p>Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
	Intellectual Property Rights –
	<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	<p>The terms of payment shall be based on the schedule of payment indicated in this document and Terms of Reference. It shall be made after full delivery and acceptance of all goods indicated in the contract and submission of complete documentary requirements in accordance with the prevailing accounting and auditing rules and regulations.</p>
4	<p>Applicable inspection and testing shall be conducted by the Inspection Committee of the Procuring Entity.</p>
5.1	<p>In order to assure that manufacturing defects shall be conducted by the Supplier, a warranty shall be required from the Supplier as provided under Section 62 of the 2016 revised IRR of RA No. 9184</p>

Section VI. Schedule of Requirements

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

Item No.	Item Description	Qty	Total Cost	Delivery in Days
1	<ul style="list-style-type: none">Supply of Labor and Materials for the Construction of Elevator Shafts of Passenger Elevators for PCED Buildings	1 lot		Shall not exceed ninety (90) calendar days upon supplier's receipt of the Notice to Proceed.

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

TERMS OF REFERENCE

1. Project Title

SUPPLY OF LABOR AND MATERIALS FOR THE CONSTRUCTION OF ELEVATOR SHAFTS OF PASSENGER ELEVATORS FOR PCED BUILDINGS

2. General Scope of Works

The project is mainly for the provision of an access lift for the PCED Main Building and an access lift for the PCED Library Building. The general scope of work consists of the construction of bridgeway connecting the lift and the upper floors of each building and provision of access from the upper bridgeway of the lifts for two (2) buildings of the PCED. The works shall involve the supply of all materials, labor, tools, equipment and other services incidental necessary for the construction of the elevator shafts of the passenger elevators.

The following features of the work shall be performed; but not limited to the following:

3. General Requirements and Preliminaries to be provided by the Winning Bidder or Contractor

Mobilization

- Manpower, tools, equipment and temfacil.
- PCED will only provide the location of the temfacil, as needed or requested by the Contractor.

Health and Safety requirements

- Personal Protective Equipment (PPE) for workers. The Contractor shall comply with the requirements under DPWH DO13 - Guidelines Governing Occupational Safety and Health in the Construction Industry.
- Installation of safety signage, 22" x32".
- Provision of board-up, (painted Corrugated GI Sheet and PE) to cover the construction area.
- Provision of portable fire extinguishers (at least 2 units) and other fire extinguishing materials.
- Provision of portalet for the whole duration of the project sufficient for the number of workers.
- The Contractor shall submit an Occupational Safety and Health Program prepared by a Safety Officer, to include the Contractor's Accident Prevention Plan covering its Administrative Section, Accident reporting, prohibitions, sanitation, medical and first aid requirements, Personal Protection Apparel and Safety Equipment (protective headgear, safety shoes, high visibility vest, gloves and other PPEs), material handling, storage and disposal, housekeeping, waste material disposal, fire prevention, fire protection, machinery and mechanized equipment, platforms and scaffolds.

Demobilization

- Manpower, tools, equipment, temfacil, including hauling-out of construction debris and cleaning.

4. Specific Scope of Work

The scope of work shall include but is not limited to the following:

Site Development Works

- Site Development Works shall include site clearing, earthworks, necessary safety signage including identification and directional markers to give notice to the public, temporary closure of the site using GI Sheets and opaque PE sheets, white color, and other necessary site development works.

Building Works (Architectural and Structural Works): (Please refer to plan)

- Site clearing
- Structural foundations, and other works necessary for the completion of the building foundation works.
- Structural members, columns, beams, walls, slab and other structural elements
- Concreting works
- Structural steel work.
- Waterproofing works.
- Architectural finishes.

Electrical Works: (please refer to plan).

- Wiring system receptacles, switches, conduits, panel boards, junction/outlet boxes, circuit breakers, lightings and other electrical works necessary to complete the project.

Non-Provision of Tempered Glass for the Shaft of the PCED Library Building:

- Supply, delivery, and installation of tempered glass for the PCED Library Building passenger elevator shaft will be provided by the elevator lift supplier.

Miscellaneous Items:

- All other items not specified herein but are necessary to complete the work.

5. General Conditions:

A. Interpretation

- a. The Contract Documents, Specifications and Drawings are mutually complimentary. What is noted in one although not shown in other shall be considered contained in all, in case of conflict. The Specifications shall prevail over the Drawings. The documents forming the Contract shall be interpreted in the following order of priority:
 - i. Contract/Construction Agreement
 - ii. Letter of Acceptance
 - iii. Contractor's Bid
 - iv. Special Conditions of the Contract
 - v. Specifications
 - vi. Drawings
 - vii. Bill of Quantities
 - viii. Any other document listed in the Special Conditions of the Contract as forming part of the Contract.

B. Inspection and tapping/use of utilities:

- a. The BIDDER shall perform ocular inspection of the site where the work will be performed; that he has informed himself fully as to the conditions which might affect the nature, extent and cost of the work required; that PCED shall in no way be responsible for any additional costs or expenses which may develop on account of failure of the BIDDER to make accurate cost estimates and future factors attendant to the execution and construction of the aforesaid project.
- b. Tapping of equipment and other related works shall be properly coordinated with PCED Representative for provision of electrical power. For this purpose, the CONTRACTOR shall provide a sub-meter for power consumptions and shall be billed accordingly to the total kilowatt hour utilized.
- c. The PCED shall allow the CONTRACTOR to tap from the existing water connections to be used in the construction of the elevator shafts of the passenger elevators. For this purpose, the CONTRACTOR shall provide a sub-meter, with the supervision of PCED in the installation works. The sub-meter will determine the total water consumed and shall be billed accordingly.

C. Contractor's Obligation:

- a. The CONTRACTOR shall perform all works necessary to fully accomplish the project.
- b. A joint inspection must be conducted by the Contractor and PCED Representative on the specific works to be done on the construction of the elevator shafts of the passenger elevators.
- c. The CONTRACTOR is required to inspect and examine the site and the surroundings of the proposed project to arrive at a reasonable estimate of the labor, materials, equipment, facilities and services necessary to carry out the works.
- d. The CONTRACTOR shall submit sample of materials and MSDS of materials, as required, for approval before delivery/works can be started / installed.
- e. The CONTRACTOR shall commence execution of the works on the Start Date and shall carry out the works in accordance with the program of work submitted by the CONTRACTOR, as updated with the approval of PCED Representative and complete them by the intended completion date.
- f. The CONTRACTOR shall provide all supervision, labor, materials, plant and Contractor's equipment, which may be required.
- g. The CONTRACTOR shall be liable to all fire and accident claims and other related claims arising from the injuries and damages, which occurred in the vicinity.
- h. The CONTRACTOR shall free the PCED and its personnel from and against all liability for damages arising from injuries or liabilities to persons or damages to property by any act of omission of the contractor including any and all expenses which may be incurred by PCED and its personnel in the defense of any claim, action or suit.
- i. Any work that may affect the operation, security and image of the Center shall be coordinated properly with PCED Representative and shall be done in accordance with the Center's approved schedule.

- j. Cost of rework and restoration or replacement of all damaged properties due to CONTRACTOR'S poor workmanship or negligence shall be borne by the Contractor.
- k. The CONTRACTOR must submit the list of personnel assigned to the project including their NBI and Barangay clearances before commencing the above scope of works.
- l. The CONTRACTOR's personnel/workers must wear at all times their company uniform, company ID while working inside the Center.

D. Prohibitions:

- a. Smoking shall not be allowed inside the PCED premises.
- b. Drinking liquor of any kind shall not be allowed.
- c. Gambling of any type is strictly prohibited.
- d. Carrying of firearms, knives, blades and other such instruments is strictly prohibited.
- e. Workers are not allowed to stay-in / sleep inside the PCED premises. Contractor will provide the temfacil for workers to stay-in.
- f. No welding works or any similar activities shall be done without approved Hot Work Permit. The Hot Work Permit shall be prepared and signed by the Safety Officer of the Contractor and approved by the authorized representative of PCED.

E. Workmanship

The work throughout shall be executed in the best and most thorough manner to the satisfaction of PCED and its engineers and supervisors who will jointly interpret the meaning of the scope of work and its conditions and shall have the power to reject any work, method of accomplishing every part of work and material used which in their judgment are not in full accordance therewith and are disadvantageous to PCED.

F. Liquidated Damages

In case of delay in the completion period inclusive of duly granted time extensions, if any, the Contractor shall be liable for damages and shall pay PCED for liquidated damages in an amount equivalent to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed services for every day of delay. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the procuring entity shall rescind the award without prejudice to other courses of action and remedies open to it.

G. Warranty

The warranty shall be ONE (1) year guarantee reckoned from the date of final turn-over and acceptance.

4. The Approved Budget for the Contract (ABC) is Five Million Six Hundred Thousand Pesos (Php5,600,000.00), inclusive of applicable taxes and out-of-pocket expenses.

Note: Inclusive of 12% VAT and all other charges.

Section VIII. Drawings

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications or Scope of Work, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable,

Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) or A Committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners stating 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

- (i) Original of duly signed and accomplished Financial Bid Form; and
- (j) Original of duly signed and accomplished Price Schedule(s).

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

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

Section X. Bidding Forms

Statement of Ongoing and Completed Government and Private Contracts, including contracts awarded but not yet started for the past five (5) years

Company Name: _____

Company Address: _____

Name of Client/ Contact no./ Contact person	Name of the Contract	Date and Status of the Contract	Kinds of Goods/ Services	Amount of Contract	Value of Outstanding Contract	Date of Delivery	Reference Number and/ or Date of NOA/s or Purchase Order Number(s) or Date of Contract(s)

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position/ Designation

Date

Statement of Single Largest Completed Contract (SLCC) of similar to the contract to be bid amounting to at least fifty percent (50%) of the ABC

Company Name: _____

Company Address: _____

Name of Client/ Contact no./ Contact person	Name of the Contract	Date and Status of the Contract	Kinds of Goods/ Services	Amount of Contract	Date of Delivery	Indicate details of ANY of the Following: a) Date of End-User's Acceptance b) Date and Number of Official Receipt/s C) Date and Number of Sales Invoice/s

Instructions:

1. Similar contract is defined in Clause 5.3 of the Bid Data Sheet (BDS).
2. Similar contract of the Projects shall be completed within five (5) years prior to the deadline for the submission and receipt of bids as indicated in Clause 5.3 of the Bid Data Sheet (BDS).
3. As proof of SLCC, the bidder shall attach the End User's Completion and Acceptance or Official Receipt/s or Sales Invoice/s issued for the Contract.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position/ Designation

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]

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 and Purpose of Commission or gratuity
_____	_____
_____	_____
_____	_____

(if none, state "None")/

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

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

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

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[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: _____

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

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working

Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

NET FINANCIAL CONTRACTING CAPACITY COMPUTATION
(Please show figures at how you arrived at the NCFF)

Our Net Financial Contracting Capacity (NFCC) which is at least equal to the total ceiling price we are bidding is computed as follows:

CA = Current Asset	₱
LESS	-
CL = Current Liabilities	₱
Sub-total1	₱
	X15
Sub-total2	₱
LESS	-
C = Value of all outstanding or uncompleted portions of the project under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project.	₱
NET FINANCIAL CONTRACTING CAPACITY	₱

Name & Signature of Authorized Representative

Position/Date

Notes:

1. The value of the bidder's current assets and current liabilities must be based on the Latest Audited Financial Statement submitted to BIR.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex 3.
3. The detailed computation using the required formula must be shown as provided for in Annex 5.
4. The NFCC computation must at least be equal to the sum of ABC of the project.

SAMPLE FORM
(Name of Bank)
COMMITTED LINE OF CREDIT CERTIFICATE

Date: _____

Philippine Center for Economic Development

PCED Library Building, UP School of Economics,
1101, Diliman, Quezon City,
Metro Manila

Contract/Project	:	_____
Company/Firm	:	_____
Address	:	_____
Bank/Financing Institution	:	_____
Address	:	_____
Amount	:	_____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned Contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance of DOJ authorized representative/s.

The Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of the Department of Justice for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

The committed line of credit cannot be terminated or cancelled without the prior written approval of the Department of Justice.

Name and Signature of Authorized Financing Institution Office

Official Designation

Concurred by:

Name and Signature of (Supplier/Distributor/Manufacturer/Contractor's) Authorized Representative

Official Designation

[Jurat]

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

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by _____ a sole proprietorship/partnership/corporation duly organized and existing under by virtue of the laws of the Philippines, with offices located at _____, representative herein by its _____ here after referred to as “_____”.

-and-

_____ a sole proprietorship/partnership/corporation duly organized and existing under by virtue of the laws of the Philippines, with offices located at _____, representative herein by its _____ here after referred to as “_____”.

For submission to the **Bids and Awards Committee of the Philippine Center for Economic Development**, pursuant to Section 23.1 (b) of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **Philippine Center for Economic Development** pursuant to **Republic Act No. 9184** and its implementing rules and regulations, with the following particulars:

Project ID No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the PCED-BAC a duly signed and notarized copy thereof **within ten (10) calendar days** from receipt of Notice from the PCED-BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as case may be)

For purposes of this bid project, and unless modified by the terms of the **Joint Venture Agreement**, the following part shall be the authorized representative of the **JV**

JV Partner (Name of the Company)

Authorized Representative of the JV partner: (Per Attached Secretary's Certificate)

Name

Designation

That furthermore, the parties agree to be bound jointly and severally under the said Joint venture Agreement;

That Finally, failure on our part to enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance of **PCED** of the **Notice to Proceed**, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by **PCED** under the provisions of **RA. 9184** and its Revised IRR, without any liability on the part of **PCED**.

This Undertaking shall form an integral part of our Eligibility Documents for the above-mentioned project.

IN WITNESS WHERE OF, the parties have signed this Protocol/Undertaking on the date first above-written.

JV Partner 1's Representative/Authorized Signatory

JV Partner 2's Representative/Authorized Signatory

[Jurat]

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

JVA
is
not applicable

Name & Signature of Authorized Representative

Position/Designation

Date