

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Office of the Ombudsman

SBAC-PB-2021-01

**“REBIDDING FOR THE SUPPLY, DELIVERY,
INSTALLATION, TESTING AND
COMMISSIONING OF FOUR (4) UNITS BRAND
NEW ELEVATORS OF THE OFFICE OF THE
OMBUDSMAN MAIN BUILDING”**

Sixth Edition

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. 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 (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; 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 Works 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 Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular 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, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities 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 names of the Project, Contract, and Procuring Entity, in addition to 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 Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

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.

CDA – Cooperative Development Authority.

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])

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.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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]).

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.

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.

PCAB – Philippine Contractors Accreditation Board.

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.

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.

The IB should be incorporated into 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.

SBAC-PB-2021-01

Section I. Invitation to Bid



Republic of the Philippines
OFFICE OF THE OMBUDSMAN
Agham Road, North Triangle, Diliman, Quezon City

INVITATION TO BID

“REBIDDING FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF FOUR (4) UNITS BRAND NEW ELEVATORS OF THE OFFICE OF THE OMBUDSMAN MAIN BUILDING”

- 1) The Office of the Ombudsman through the General Appropriations Act for CY 2021, intends to apply the sum of **Twelve Million Pesos (₱12,000,000.00)**, being the Approved Budget for the Contract (ABC) to payments of the **Rebidding for the Supply, Delivery, Installation, Testing and Commissioning of Four (4) Units Brand New Elevators of the Office of the Ombudsman Main Building (SBAC-PB-2021-01)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2) The Office of the Ombudsman now invites bids for the **Rebidding for the Supply, Delivery, Installation, Testing and Commissioning of Four (4) Units Brand New Elevators of the Office of the Ombudsman Main Building**.
- 3) Delivery of goods and services is required within **one hundred ninety (190) calendars days** from receipt of Notice to Proceed. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instructions to Bidders.
- 4) 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) 9184, otherwise known as the “Government Procurement Reform Act”.

- 5) 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 5183. Interested bidders should be enrolled in the Electronic Filing and Payment System (eFPS) program of the Bureau of Internal Revenue (BIR), pursuant to Executive Order No. 398, RR 3-2005, and must be registered under the Philippine Government Electronic Procurement System (PhilGEPS).
- 6) A complete set of Bidding Documents may be acquired by the interested Bidders starting from **21 December 2021 to 10 January 2022** from the address below and upon payment of non-refundable fee in the amount of Twenty-Five Thousand Pesos (₱25,000.00) for the Bidding Documents. The bidder is allowed to present its proof of payment for the fees through electronic means.

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

- 7) The Office of the Ombudsman will hold a Pre-Bid Conference on **29 December 2021 at 1:30 p.m. through video conferencing via Microsoft Teams application**, which shall be open to all prospective bidders.
- 8) Bids must be duly received by the authorized receiving personnel situated at the Ombudsman Main Building through **manual/physical submission** at the office address indicated below on **10 January 2022 at 2:00 p.m. (deadline of submission of bids)**.
- 9) All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**. **Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall be rejected** (Reference: Sec. 25.9, 2016 RIRR of RA 9184).
- 10) Bid opening shall be on **12 January 2022 at 1:30 p.m. via Microsoft Teams application**. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

Please refer to the table below for the cost of the bidding documents and summary of bidding activities:

COST OF BIDDING DOCUMENTS (Non-refundable)	₱ 25,000.00
INSPECTION/SELLING PERIOD OF BIDDING DOCUMENTS	21 December 2021 to 10 January 2022

	<ul style="list-style-type: none"> - Inspection may be made through online (internet) at PhilGEPS website or Ombudsman website - For payment of bidding fee, please contact the SBAC-Secretariat thru its email address for the Ombudsman bank account number.
PRE-BID CONFERENCE	29 December 2021 at 1:30 p.m. <ul style="list-style-type: none"> - Online via Microsoft Teams app - Prospective bidders who will join may submit their email address to SBAC Secretariat email on or before 11:00 a.m. of 29 December 2021
DEADLINE OF SUBMISSION OF BIDS (Note: Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall be rejected) (Reference: Sec. 25.9, 2016 RIRR of RA 9184)	On 10 January 2022 at 2:00 p.m. <ul style="list-style-type: none"> - Manual/physical submission of bidding documents and with 1-day disinfection of documents before opening of bids, receiving personnel situated at the Ombudsman Main Building, Agham Road, Quezon City
OPENING OF BIDS	12 January 2022, 1:30 p.m. <ul style="list-style-type: none"> - Online via Microsoft Teams app - Bidder/s who will join may submit their email address to SBAC Secretariat email address: <u>sbac@ombudsman.gov.ph</u> on or before 11:00 a.m. of 12 January 2022

11) The Office of the Ombudsman 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.

12) For further information, please refer to:

SPECIAL BIDS AND AWARDS COMMITTEE SECRETARIAT
 3rd Floor Ombudsman Annex Building,
 Agham Road, Diliman, Quezon City 1105
 (02) 8479-73-00 loc.1328
 Email address: sbac@ombudsman.gov.ph

13) You may visit the following websites for downloading of Bidding Documents:

/[ www.ombudsman.gov.ph]/ or [PhilGEPS Website]

JUSTICE EDILBERTO G. SANDOVAL
Special Prosecutor, OSP
Chairperson, Special Bids and Awards Committee

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, Office of the Ombudsman wishes to receive Bids for the **Rebidding for the Supply, Delivery, Installation, Testing and Commissioning of Four (4) Units Brand New Elevators of the Office of the Ombudsman Main Building (SBAC-PB 2021-01)**.

The Procurement Project (referred to herein as “Project”) is composed of the **Supply, Delivery, Installation, Testing and Commissioning of Four (4) Units Brand New Elevators of the Office of the Ombudsman Main Building**, the details of which are described in Section VI (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2021 in the amount of **Twelve Million Pesos (₱12,000,000.00)**.

2.2. The source of funding is:
a. NGA, the General Appropriations Act or Special Appropriations.

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 Manual 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 invitation to bid 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 inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) 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, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, 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. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be “similar” to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated 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.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

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

- 7.2 xxx

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at Ombudsman Building, Agham Road, Diliman, Quezon City and/or through videoconferencing/webcasting as indicated in paragraph 7 of the ITB.

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.**
- 10.2. 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. 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.

- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

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. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. 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. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

14.1. 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.

14.2. *Payment of the contract price shall be made in:*

- a. Philippine Pesos.

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid until one hundred twenty days. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one original copy and one duplicate 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 to the given website 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.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 8 of the **ITB**.

18. Opening and Preliminary Examination of Bids

- 18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 10 of the **ITB**. 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.

- 18.2. The preliminary examination of Bids shall be governed by Section 30 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 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

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

Section III. Bid Data Sheet

ITB Clause													
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p class="list-item-l1">a. Supply, Delivery, Installation, Testing and Commissioning of Four (4) Units Brand New Elevators of the Office of the Ombudsman Main Building</p> <p class="list-item-l1">b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>												
7.1	Subcontracting is not allowed.												
10.3	A valid Philippine Contractors Accreditation Board (PCAB) License at least Category “C” for government projects or a valid special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project.												
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; padding: 5px;">Key Position</th> <th style="text-align: center; padding: 5px;">Minimum Years of Experience in such position</th> <th style="text-align: center; padding: 5px;">License/Certification Required</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 5px;">1. Project Manager/Engineer</td><td style="text-align: center; padding: 5px;">Five (5) years</td><td style="text-align: center; padding: 5px;">PRC</td></tr> <tr> <td style="text-align: center; padding: 5px;">2. Professional Electrical Engineer</td><td style="text-align: center; padding: 5px;">Five (5) years</td><td style="text-align: center; padding: 5px;">PRC and IIEE</td></tr> <tr> <td style="text-align: center; padding: 5px;">3. Professional Mechanical Engineer</td><td style="text-align: center; padding: 5px;">Five (5) years</td><td style="text-align: center; padding: 5px;">PRC and PSME</td></tr> </tbody> </table>	Key Position	Minimum Years of Experience in such position	License/Certification Required	1. Project Manager/Engineer	Five (5) years	PRC	2. Professional Electrical Engineer	Five (5) years	PRC and IIEE	3. Professional Mechanical Engineer	Five (5) years	PRC and PSME
Key Position	Minimum Years of Experience in such position	License/Certification Required											
1. Project Manager/Engineer	Five (5) years	PRC											
2. Professional Electrical Engineer	Five (5) years	PRC and IIEE											
3. Professional Mechanical Engineer	Five (5) years	PRC and PSME											
10.5	<p>The minimum major equipment requirements are the following:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33.33%;"><u>Equipment</u></th> <th style="text-align: center; width: 33.33%;"><u>Capacity</u></th> <th style="text-align: center; width: 33.33%;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center; padding: 10px;">(List of equipment –see sample form under OMB-SF-INFRA-12, page 99).</td></tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	(List of equipment –see sample form under OMB-SF-INFRA-12, page 99).								
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>											
(List of equipment –see sample form under OMB-SF-INFRA-12, page 99).													
12	No further instruction.												
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p class="list-item-l1">a. The amount of not less than P240,000.00 [2% of 12 million], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</p> <p class="list-item-l1">b. The amount of not less than P600,000.00 [5% of 12,000,000.00] if bid security is in Surety Bond.</p>												
19.2	Partial bids are not allowed.												

20	<p><i>List licenses and permits relevant to the Project and the corresponding law requiring it and other Post-qualification documents to be submitted within a non-extendible period of five (5) calendar days from receipt of Notice of Post-Qualification from the BAC:</i></p> <ul style="list-style-type: none"> (i) SEC/DTI Registration; (ii) Valid and Current Mayor's Permit/Municipal License. (iii) Valid Tax Clearance per Executive Order No. 398, Series of 2005; (iv) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR; (v) Valid Philippine Contractors Accreditation Board (PCAB) License at least Category "C" for <u>government projects</u> or a valid Special PCAB License in case of joint ventures, and Registration for the type and cost of the contract for this Project.; (vi) Any proof of enrollment to the Electronic Filing and Payments System (eFPS) program of BIR pursuant to Executive Order No. 398, RR3-2005; (vii) The Latest Income and Business Tax Returns filed through the Electronic Filing and Payments System (EFPS); (viii) General Information Sheet (GIS) for CY 2020 or 2021 (for corporation only) (ix) Certificate of VAT Registration with Tax Identification (TIN) No. (x) Company profile and list of clients. (xi) Manufacturer's ISO Certification 9001 for products offered.
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.</p>

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 Contractor, 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.

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

- 4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award 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.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the **SCC**, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB Clause 4**.

10. Dayworks

Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex “E” of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity’s Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.

- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

GCC Clause	
2	The Intended Completion Date (190 calendar days after receipt of Notice to Proceed)
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor after receipt of Notice to Proceed.
6	The Contractor/Supplier shall obtain and furnish the Office of the Ombudsman copies of the Inspection and Assessment Report from a Licensed Structural/Civil Engineer and Certificate of Structural Stability, that the site/area where the four (4) units brand new elevators will be installed are safe and sound.
7.2	<p>WARRANTY</p> <p style="text-align: center;"><u>Warranty Period shall be eighteen (18) months for elevator spare parts and product services from the date of acceptance of delivered products/items</u> as duly recommended by the Special Technical Inspection and Acceptance Committee (STIAC) and approved by the Head of the Procuring Entity (HOPE) or its duly authorized representative. The warranty shall include repair, replacement of parts, and free service on a 24-hour on call basis.</p>
10	No further instructions.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>ten (10) working</i> days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>5% of the first payment</i> .
13	The amount of the advance payment is fifteen percent (15%) of the Contract Price , upon a written request of the contractor, which shall be submitted as a contract document.
14	Materials and equipment delivered on the site but not completely put in place and subjected to final testing and commissioning shall not be included for payment.
15.1	<p>The date by which operating and maintenance manuals are required is Ten (10) calendar days.</p> <p>The date by which "as built" drawings are required is Ten (10) calendar days from completion of the project.</p>
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is 5% of the Contract Price.

Section VI. Specifications

ONE (1) LOT SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF FOUR (4) UNITS BRAND NEW ELEVATORS OF THE OFFICE OF THE OMBUDSMAN-MAIN BUILDING		
A. ONE (1) BRAND NEW PASSENGER ELEVATOR UNIT (500KG. CAPACITY)		
No.	ITEM	OMBUDSMAN SPECIFICATIONS
1	MODEL	WITH MACHINE ROOM
2	TYPE	PASSENGER
3	NUMBER OF UNITS	ONE (1)
4	ELEVATOR No.	PASSENGER ELEVATOR 3 (PE3) (SP'S ELEVATOR)
5	CAPACITY	500 KILOGRAMS (CAPACITY: 6 PERSONS)
6	SPEED	1.0 METER PER SECOND (MPS)
7	RISE	MM
8	STOPS/FLOORS	6/6
9	OPENINGS	6
10	FLOOR MARKINGS	B,G,2,3,4,5
11	DRIVE	VARIABLE VOLTAGE VARIABLE FREQUENCY (VVVF)
12	MACHINE ROOM LOCATION	ABOVE THE HOISTWAY
13	HOISTWAY CLEAR INSIDE	2075MM (W) x 1667MM (D)
14	CAR CLEAR INSIDE (BARE)	1400MM (W) x 1100MM (D) x 2300MM (H)
15	DOORS	AUTOMATIC 2-PANEL SIDE OPENING
16	CLEAR DOOR OPENINGS	800MM (W) x 2100MM (H)
17	PIT DEPTH	1595MM
18	OVERHEAD CLEARANCE	4427MM
19	OPERATING SYSTEM	SIMPLEX FULL COLLECTIVE
20	SIGNAL FIXTURES	TELL-TALE CAR AND HALL BUTTONS CAR POSITION INDICATOR, BLUE SEGMENT LCD COMBINED HALL BUTTON AND HALL POSITION INDICATOR AND DIRECTION ARROWS, BLUE SEGMENT LCD
21	INTERCOM	3-STATION COMMUNICATION SYSTEM (CAR-CONTROL PANEL - SECURITY ROOM)
22	EMERGENCY LIGHT IN CAR	EMERGENCY LIGHT WITH CHARGER AND BATTERY

23	FEATURES OTHER THAN STANDARDS	CAR ARRIVAL GONG AND CAR CALL CANCEL OPERATION ATTENDANT OPERATION AUTOMATIC CAR LIGHT AND FAN SWITCH OFF FULL HEIGHT LIGHT CURTAIN DOOR SENSOR AUTOMATIC RESCUE DEVICE (ARD) HANDRAIL AT 2 SIDES, BRAILLE TYPE BUTTON PROVISION OF CCTV WIRES AT TRAVELLING CABLE
24	BUILDING POWER SUPPLY	220V, 3-PHASE, 60Hz
25	BUILDING LIGHTING SUPPLY	220V, 1-PHASE, 60Hz
26	ENTRANCE FINISHES	
	FIXTURES	HAIRLINE STAINLESS STEEL
	FRAMES	HAIRLINE STAINLESS STEEL
	DOORS	HAIRLINE STAINLESS STEEL NARROW JAMB AT ALL FLOORS <u>WITH ENGRAVED OMBUDSMAN LOGO (COLORED) AT THE FRONT DOOR</u>
	SILLS	ALUMINUM
27	CAR FINISHES	
	CEILING	MIRROR STAINLESS STEEL WITH LED LAMP
	CAR OPERATING PANEL	HAIRLINE STAINLESS STEEL FACE PLATE
	CAR WALL PANEL	HAIRLINE STAINLESS STEEL <u>WITH ENGRAVED OMBUDSMAN LOGO (COLORED)</u>
	FLOOR COVERING	<u>GRANITE TILES</u>

B. TWO (2) BRAND NEW PASSENGER ELEVATOR UNIT (900KG. CAPACITY)

No.	ITEM	OMBUDSMAN SPECIFICATIONS
1	MODEL	WITH MACHINE ROOM
2	TYPE	PASSENGER
3	NUMBER OF UNITS	TWO (2)
4	ELEVATOR No.	PASSENGER ELEVATOR 1 (PE1) & (PASSENGER ELEVATOR 2 (PE2))
5	CAPACITY	<u>900 KILOGRAMS (CAPACITY: 13 PERSONS)</u>
6	SPEED	1.0 METER PER SECOND (MPS)
7	RISE	MM
8	STOPS/FLOORS	6/6

9	OPENINGS	6
10	FLOOR MARKINGS	B,G,2,3,4,5
11	DRIVE	VARIABLE VOLTAGE VARIABLE FREQUENCY (VVVF)
12	MACHINE ROOM LOCATION	ABOVE THE HOISTWAY
13	HOISTWAY CLEAR INSIDE	2487MM (W) X 2425MM (D)
14	CAR CLEAR INSIDE (BARE)	1600MM (W) X 1400MM (D) X 2300MM (H)
15	DOORS	AUTOMATIC 2-PANEL SIDE OPENING
16	CLEAR DOOR OPENINGS	900MM (W) X 2100MM (H)
17	PIT DEPTH	1730MM
18	OVERHEAD CLEARANCE	4427MM
19	OPERATING SYSTEM	GROUP CONTROL FULL COLLECTIVE
20	SIGNAL FIXTURES	TELL-TALE CAR AND HALL BUTTONS CAR POSITION INDICATOR, BLUE SEGMENT LCD COMBINED HALL BUTTON AND HALL POSITION INDICATOR AND DIRECTION ARROWS, BLUE SEGMENT LCD
21	INTERCOM	3-STATION COMMUNICATION SYSTEM (CAR-CONTROL PANEL - SECURITY ROOM)
22	EMERGENCY LIGHT IN CAR	EMERGENCY LIGHT WITH CHARGER AND BATTERY
23	FEATURES OTHER THAN STANDARDS	CAR ARRIVAL GONG AND CAR CALL CANCEL OPERATION ATTENDANT OPERATION AUTOMATIC CAR LIGHT AND FAN SWITCH OFF FULL HEIGHT LIGHT CURTAIN DOOR SENSOR AUTOMATIC RESCUE DEVICE (ARD) HANDRAIL AT 2 SIDES BRAILLE TYPE BUTTON PROVISION OF CCTV WIRES AT TRAVELLING CABLE
24	BUILDING POWER SUPPLY	220V, 3-PHASE, 60Hz
25	BUILDING LIGHTING SUPPLY	220V, 1-PHASE, 60Hz
26	ENTRANCE FINISHES	
	FIXTURES	HAIRLINE STAINLESS STEEL
	FRAMES	HAIRLINE STAINLESS STEEL
	DOORS	HAIRLINE STAINLESS STEEL NARROW JAMB AT FLOORS <u>WITH ENGRAVED OMBUDSMAN LOGO (COLORED) AT THE FRONT DOOR</u>
	SILLS	ALUMINUM

27	CAR FINISHES	
	CEILING	MIRROR STAINLESS STEEL WITH LED LAMP
	CAR OPERATING PANEL	HAIRLINE STAINLESS STEEL FACE PLATE
	CAR WALL PANEL	HAIRLINE STAINLESS STEEL <u>WITH ENGRAVED OMBUDSMAN LOGO (COLORED)</u>
	FLOOR COVERING	<u>GRANITE TILES</u>

C. ONE (1) BRAND NEW SERVICE ELEVATOR UNIT (900KG. CAPACITY)

No.	ITEM	OMBUDSMAN SPECIFICATIONS
1	MODEL	WITH MACHINE ROOM
2	TYPE	PASSENGER AND SERVICE
3	NUMBER OF UNITS	ONE (1)
4	ELEVATOR No.	SERVICE ELEVATOR (SE1)
5	CAPACITY	<u>900 KILOGRAMS (CAPACITY: 13 PERSONS)</u>
6	SPEED	1.0 METER PER SECOND (MPS)
7	RISE	MM
8	STOPS/FLOORS	6/6
9	OPENINGS	6
10	FLOOR MARKINGS	B,G,2,3,4,5
11	DRIVE	VARIABLE VOLTAGE VARIABLE FREQUENCY (VVVF)
12	MACHINE ROOM LOCATION	ABOVE THE HOISTWAY
13	HOISTWAY CLEAR INSIDE	2487MM (W) X 2425MM (D)
14	CAR CLEAR INSIDE (BARE)	1600MM (W) X 1400MM (D) X 2300MM (H)
15	DOORS	AUTOMATIC 2-PANEL SIDE OPENING
16	CLEAR DOOR OPENINGS	900MM (W) X 2100MM (H)
17	PIT DEPTH	1730MM
18	OVERHEAD CLEARANCE	4427MM
19	OPERATING SYSTEM	GROUP CONTROL FULL COLLECTIVE
20	SIGNAL FIXTURES	TELL-TALE CAR AND HALL BUTTONS CAR POSITION INDICATOR, BLUE SEGMENT LCD

		COMBINED HALL BUTTON AND HALL POSITION INDICATOR AND DIRECTION ARROWS, BLUE SEGMENT LCD
21	INTERCOM	3-STATION COMMUNICATION SYSTEM (CAR-CONTROL PANEL - SECURITY ROOM)
22	EMERGENCY LIGHT IN CAR	EMERGENCY LIGHT WITH CHARGER AND BATTERY
23	FEATURES OTHER THAN STANDARDS	CAR ARRIVAL GONG AND CAR CALL CANCEL OPERATION ATTENDANT OPERATION AUTOMATIC CAR LIGHT AND FAN SWITCH OFF FULL HEIGHT LIGHT CURTAIN DOOR SENSOR AUTOMATIC RESCUE DEVICE (ARD) HANDRAIL AT 2 SIDES BRAILLE TYPE BUTTON PROVISION OF CCTV WIRES AT TRAVELLING CABLE
24	BUILDING POWER SUPPLY	220V, 3-PHASE, 60Hz
25	BUILDING LIGHTING SUPPLY	220V, 1-PHASE, 60Hz
26	ENTRANCE FINISHES	
	FIXTURES	HAIRLINE STAINLESS STEEL
	FRAMES	HAIRLINE STAINLESS STEEL
	DOORS	HAIRLINE STAINLESS STEEL NARROW JAMB AT FLOORS <u>WITH ENGRAVED OMBUDSMAN LOGO (COLORED) AT THE FRONT DOOR</u>
	SILLS	ALUMINUM
27	CAR FINISHES	
	CEILING	MIRROR STAINLESS STEEL WITH LED LAMP
	CAR OPERATING PANEL	HAIRLINE STAINLESS STEEL FACE PLATE
	CAR WALL PANEL	HAIRLINE STAINLESS STEEL <u>WITH ENGRAVED OMBUDSMAN LOGO (COLORED)</u>
	FLOOR COVERING	<u>GRANITE TILES</u>
STANDARD FEATURES APPLICABLE FOR FOUR UNITS ELEVATORS		
<ol style="list-style-type: none"> 1. All elevators shall be in accordance with the latest Philippine Mechanical Engineering Code 2. All elevators shall have a regenerative breaking or similar energy management feature 3. Car Arrival Chime 		

4. Flashing Hall Lantern
5. Elevator Hall Position Indicator
6. Car Call Erase
7. Car Fan Shut Off (Automatic)
8. Car Lights Shut Off (Automatic)
9. Door Re-Open thru Hall Button
10. A fully-loaded car shall bypass hall calls in order to maintain maximum efficiency. Another car shall be automatically assigned to the remaining waiting passengers.
11. Door Nudging Feature – A buzzer sounds and the doors slowly close when they have remained open longer than the present period.
12. If the elevator doors do not open fully at a destination floor, the doors close and the car will automatically move to the next or nearest floor.
13. Independent Service – Exclusive operation where a car is withdrawn from group control operation for independent use.
14. Elevator car and counterweight guide shall be roller type.

SIGNAGE

1. Floor Identification Signage at elevator jambs, 2 signage per floor, 2" height white characters on black background with Braille Translation below the characters on a 4"x 4" stainless steel plate.
2. "IN CASE OF FIRE" signage above every Hall Call Button of all elevators.
3. Elevator identification signage, 4"x5".

SAFETY

1. Provision of Car Intercom/Communication linked to the Security Station and Elevator Machine Room.
2. All service elevators shall be assigned as fireman's elevator and shall conform to the fire fighter's emergency operations requirements of ASME A17.1, Safety Code for Elevators and Escalators.
3. Motor Driven Emergency Landing Device for each elevator
4. Seismic Sensor per elevator bank
5. Earthquake Emergency Return for all elevators
6. Provision for an Automatic Voltage Regulator (AVR) for each elevator controller.
7. Emergency Recall Operations in case of fire interfaced with the existing FDAS for each elevator.

COMMUNICATIONS

1. Provision of spare wires for telecommunication circuits in the travelling cable per elevator.
2. Provision of spare wires for data circuits (wireless access point, data nodes, among others) in the travelling cable per elevator.
3. Provision of spare wires of CAT6 elevator cable for closed circuit television (CCTV) in the travelling cable per elevator.
4. Provision of spare wires for background music (BGM) circuits in the travelling cable per elevator.
5. Provision of spare wires for Fire Detection and Alarm System sensor and annunciator.

OTHER REQUIREMENTS AND AFTER SALES SUPPORT FOR THE FOUR (4) UNITS BRAND NEW ELEVATORS

1. Contractor shall provide a manufacturer's certification compliant to ISO standards for the four (4) units of brand-new elevators being offered.
2. Delivery period: The contract period for the dismantling, supply, delivery, installation, testing and commissioning of brand-new elevators described in this Terms of Reference shall be one hundred ninety (190) calendar days from the date of issuance of Notice to Proceed (NTP) by the Office of the Ombudsman to the contractor/supplier.
3. The warranty period shall be eighteen (18) months for elevator spare parts and product services from the date of acceptance of delivered products/items as duly recommended by the Technical Inspection and Acceptance Committee (TIAC) and approved by the Head of the Procuring Entity (HOPE) or its duly authorized representative. The warranty shall include repair, replacement of parts, and free service on a 24-hour on call basis.
4. As part of the warranty, the contractor/supplier shall provide service maintenance for eighteen (18) months, done on a monthly basis, reckoned from completion of the installation of each unit or group. The after sales service shall include:
 - General check-ups;
 - Cleaning of equipment;
 - Written report/recommendation on services rendered
5. After warranty period, there must be at least one authorized dealer and service partner of the product/unit being offered in Metro Manila.
6. Availability of spare parts for at least ten (10) years.
7. Compliance with all the terms and conditions indicated in the Terms of Reference (TOR) as amended (Annex "A"), Drawings/Layout and Contract Agreement.

ANNEX "A"

TERMS OF REFERENCE

1. OBJECTIVE

The purpose of this project is for the replacement of the four (4) elevator units at the Office of the Ombudsman Main Building.

2. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) amounts to Twelve Million Pesos (Php12,000,000.00), inclusive of all applicable taxes, permits, and other relevant expenses.

3. SCOPE OF WORK

- a. The work includes the dismantling of four (4) elevator units consistent with the phases provided hereunder.
- b. The work includes supply, delivery, installation, testing and commissioning of two (2) brand new Passenger Elevator units (900 kg. capacity), one (1) brand new Service Elevator unit (900 kg. capacity) and one (1) brand new Passenger Elevator unit (500 kg. capacity) consistent with the phases provided hereunder.
- c. Phases of Work:

Phase 1 (15%) - Dismantling of Passenger Elevator No. 2 (PE2) and Service Elevator No. 1 (SE1)

Phase II (35%) – Supply, Delivery and Installation of Passenger Elevator No. 2 (PE2) and Service Elevator No. 1 (SE1), including testing and commissioning

Phase III (15%) - Dismantling of Passenger Elevator No. 1 (PE1) and Passenger Elevator No. 3 (PE3)

Phase IV (35%) – Supply, Delivery and Installation of Passenger Elevator No. 1 (PE1) and Passenger Elevator No. 3 (PE3), including testing and commissioning

- d. All permits necessary before and after the installation of the four (4) elevator units must be obtained by the Contractor from proper authorities (such as Quezon City Department of Building Official, Quezon City Engineering Department, Department of Public Works and Highways, etc.).

“The Contractor/Supplier shall obtain and furnish the Office of the Ombudsman copies of the Inspection and Assessment Report from a Licensed Structural/Civil Engineer and Certificate of Structural Stability, that the site/area where the four (4) units brand new elevators will be installed are safe and sound.”

- e. The Contractor/Supplier shall also provide full details of the four (4) elevator units to be installed as required in the Clearance/Permit applications; and for other applications necessary such as Permit to Operate after installation; together with the schedules and notes conforming with the features shown in the architectural plans and patterns of the Ombudsman Building, in conformity with government standards and requirements. All drawings shall be prepared using AutoCAD.
- f. The Contractor/Supplier shall provide a comprehensive Maintenance and Operations Manual (after the installation phase) and training for elevator operators.
- g. The Contractor/Supplier shall also provide the following:
- g1. Construction Schedule and S-Curve
- g2. Manpower Schedule
- g3. Equipment Utilization Schedule
- g4. Construction Methods in Narrative Form
- g5. Construction Safety and Health Program approved by Department of Labor and Employment (DOLE)

4. TECHNICAL SPECIFICATIONS

Please refer to Section VI - Technical Specifications of the bidding documents.

5. MAINTENANCE REQUIREMENTS

The contractor/supplier shall provide the manpower whose undertaking includes maintaining the cleanliness of the Ombudsman areas, such that

scraps/parts and other materials in the work areas and/or the materials that are no longer needed therein be immediately removed from the work place. The contractor/supplier shall also provide the necessary uniforms, identification tag

6. CONTRACT PERIOD

The contract period for the dismantling, supply, delivery, installation, testing and commissioning of four (4) brand new elevators described in this TOR shall be One Hundred Ninety (190) calendar days (CDs) from receipt of Notice to Proceed (NTP) by the Office of the Ombudsman to the contractor/supplier.

7. MATERIALS, STANDARD AND MISCELLANEOUS PROVISIONS

The contractor/supplier shall be responsible for the delivery of all materials, tools and/or equipment to the correct workstation. It is understood that all the materials used shall be durable and brand new. All work for any installation shall be executed according to the approved layout plans. The quality of materials and workmanship that is not to the satisfaction of the Procuring Entity and/or its duly authorized representative shall be rectified at the cost of contractor/supplier. All rejected materials, tools and/or equipment shall be removed from site and replaced at the cost of the contractor/supplier.

All work activities under this TOR shall conform to the Ombudsman House Rules and National Building Code, and other applicable installation standards. Any additional work necessary for the completion of the project shall be undertaken by the contractor/supplier without any additional cost to the Office of the Ombudsman.

The dismantling, supply, delivery and installation works shall be undertaken during office hours (weekdays). Should there be a necessity to deliver and/or conduct installation during weekends and/or holidays, prior approval of written request is required from the building administrator, in coordination with the security office at least three (3) days prior to the intended date of delivery/installation. In such cases, delivery and/or installation shall be done preferably in the presence of a designated staff of the end-user office. In no case shall the delivery and/or installation be conducted without the monitoring and/or supervision of the personnel/staff of the General Services Division - Building Administration (GSD-BA).

8. MINIMUM REQUIREMENTS OF FIRM AND ITS KEY PERSONNEL

A. Firm

Five (5) years of existence with experience in elevator projects presented in written document.

B. Key Personnel

1. Project Manager/Engineer – responsible for the management and operation of the project.
2. Professional Electrical Engineer - Professional Electrical Engineer with extensive experience in the design and installation of electrical system for elevators, security and fire alarm systems requirements for commercial, institutional, industrial buildings or projects of similar or greater magnitude and complexity with minimum of five (5) years electrical design and installation experience.
3. Professional Mechanical Engineer - Professional Mechanical Engineer with extensive experience in the design and installation of elevators for commercial, institutional, industrial buildings or projects of similar or greater magnitude and complexity with minimum of five (5) years mechanical experience for the design and installation of elevators.

Qualifications of Required Engineers

Key Position	Minimum Years of Experience in such position	License/Certification Required
1. Project Manager/Engineer	Five (5) years	PRC
2. Professional Electrical Engineer	Five (5) years	PRC and IIEE
3. Professional Mechanical Engineer	Five (5) years	PRC and PSME

9. TERMS AND CONDITIONS

- 9.1. The Contractor must conform with Annex “E” of the Revised Implementing Rules and Regulation of RA 9184 re: “Contract implementation guidelines for the procurement of infrastructure projects” (updated on March 31, 2021)

Liquidated damages shall be imposed once the contract duration expires, including any time extension duly granted, and the contractor refuses or fails to satisfactorily complete the work. The Procuring Entity shall impose upon the contractor in default liquidated damages. Liquidated damages is an amount equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay.

- 9.2. The items delivered are considered defective when they are unfit for use for which it is intended, or its fitness for such use is diminished.
- 9.3. The Office of the Ombudsman shall have the right to reject and demand replacement of the items delivered if found defective after the conduct of corresponding testing of each item.
- 9.4. Complies with all the terms and conditions in the Contract Agreement.

10. BID SECURITY

The contractor/supplier shall accompany its Bid with the required Bid Security, Philippine Currency, in the amount and form as prescribed under Section 27 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 and shall be valid for a period of 120 Calendar Days (CDs).

11. PERFORMANCE SECURITY

The contractor/supplier, within ten (10) calendar days upon signing of Notice of Award, shall submit a Performance Security to guarantee the faithful performance of its obligations in accordance to Section 39 of the Revised IRR of RA No. 9184, and shall remain valid until issuance of Final Certificate of Acceptance of the project by the Head of the Procuring Entity and/or its duly authorized representative.

12. WARRANTY

The Warranty Period shall be eighteen (18) months for elevator spare parts and product services from the date of acceptance of delivered products/items as duly recommended by the Special Technical Inspection and Acceptance Committee (STIAC) and approved by the Head of the Procuring Entity (HOPE) or its duly authorized representative. The warranty shall include repair, replacement of parts, and free service on a 24-hour on call basis.

The obligation of the warranty shall be covered by either retention money in an amount equivalent to five percent (5%) of every progress payment, or a special bank guarantee equivalent to ten percent (10%) or a surety bond callable upon demand equivalent to thirty percent (30%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in any case of Expendable Supplies, after consumption thereof: Provided, however, that the equipment delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

13. AFTER SALES SUPPORT

13.1 Within Warranty Period.

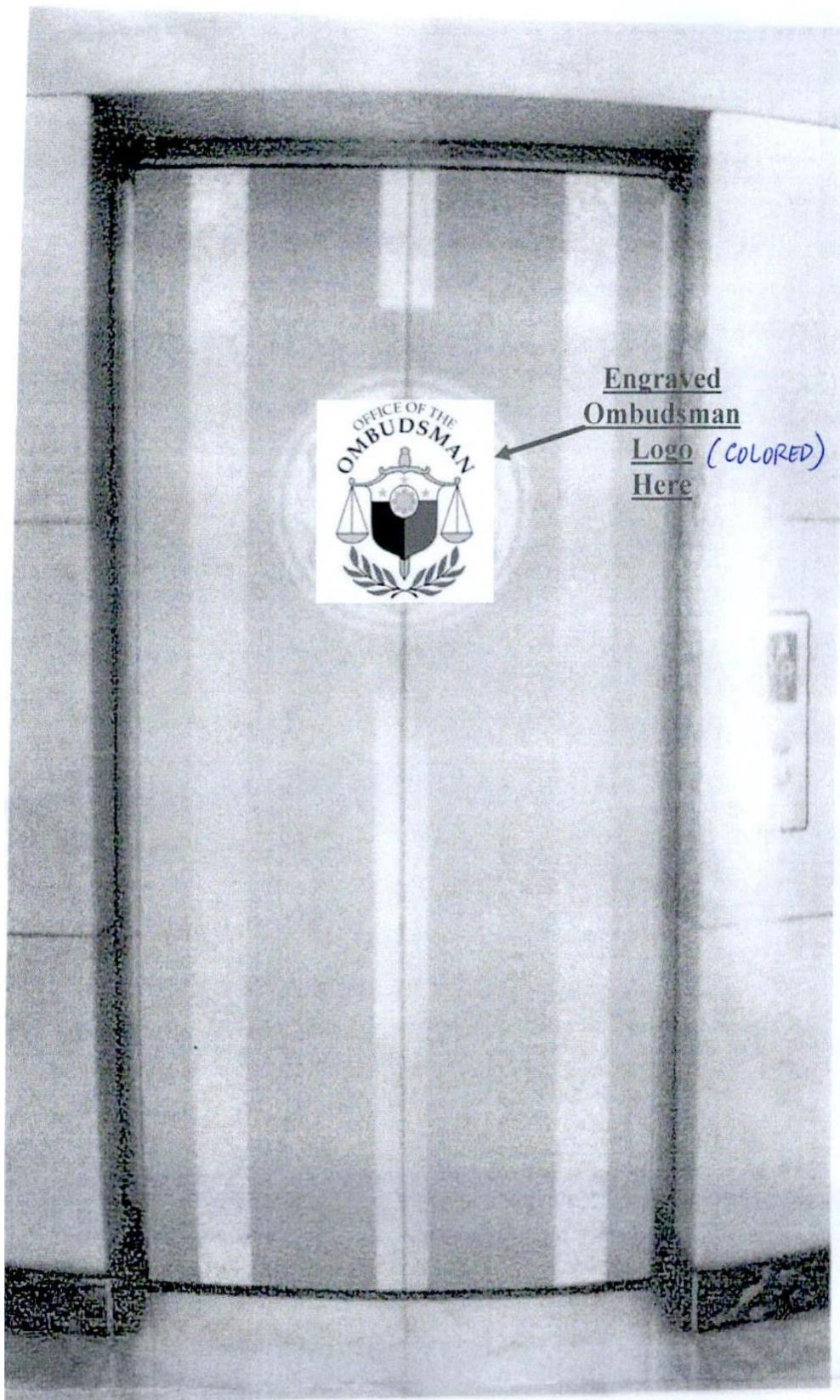
As part of the warranty, the contractor/supplier shall provide service maintenance for eighteen (18) months, done on a monthly basis, reckoned from completion of the installation and commissioning and after inspection and acceptance of each unit or group. The after sales service shall include:

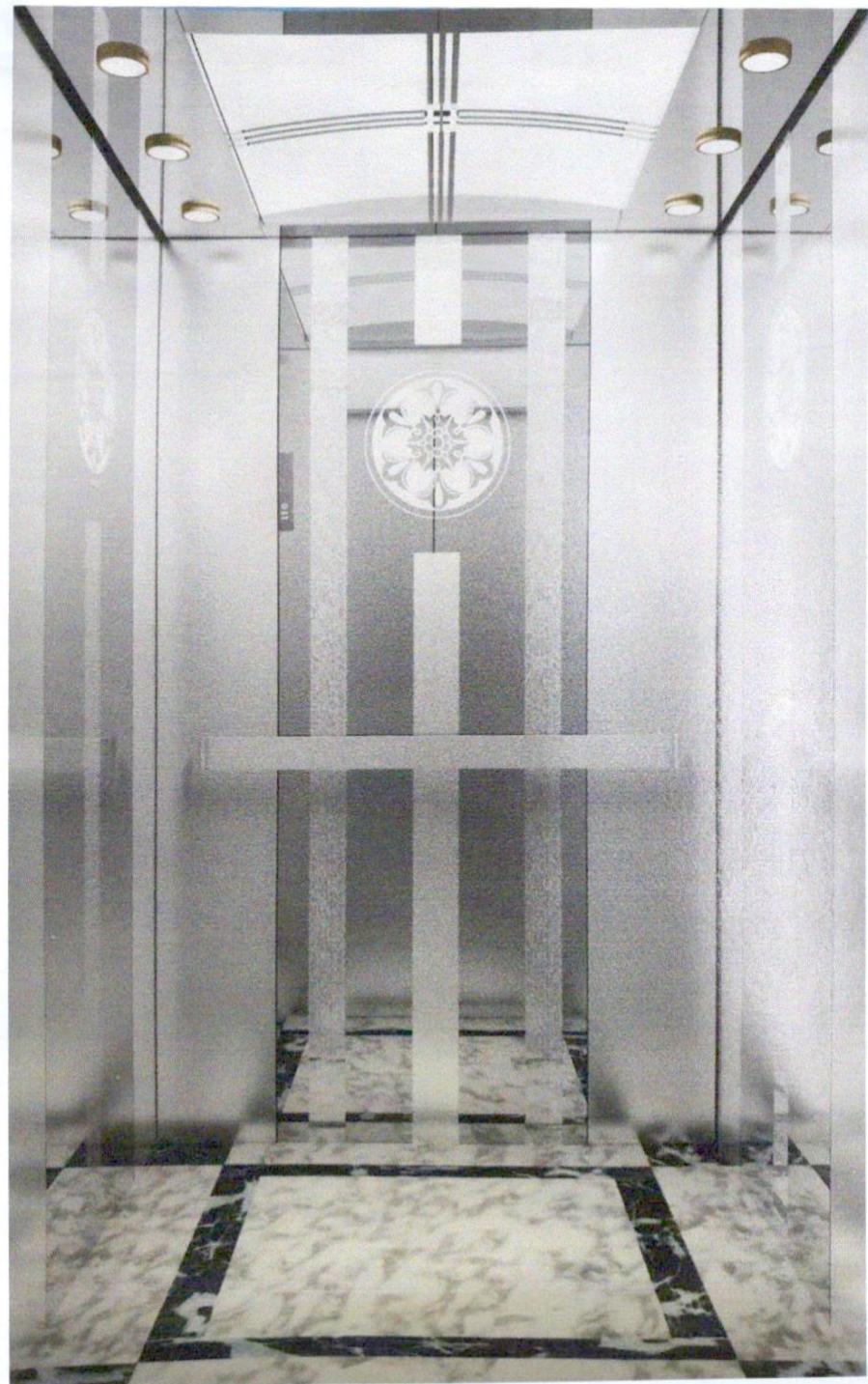
- General check-ups;
- Cleaning of equipment;
- Written report/recommendation on services rendered

13.2 After Warranty Period, there must be at-least one (1) authorized dealer and service partner of the product/unit being offered within Metro Manila and availability of spare parts for at least ten (10) years.

Section VII. Drawings

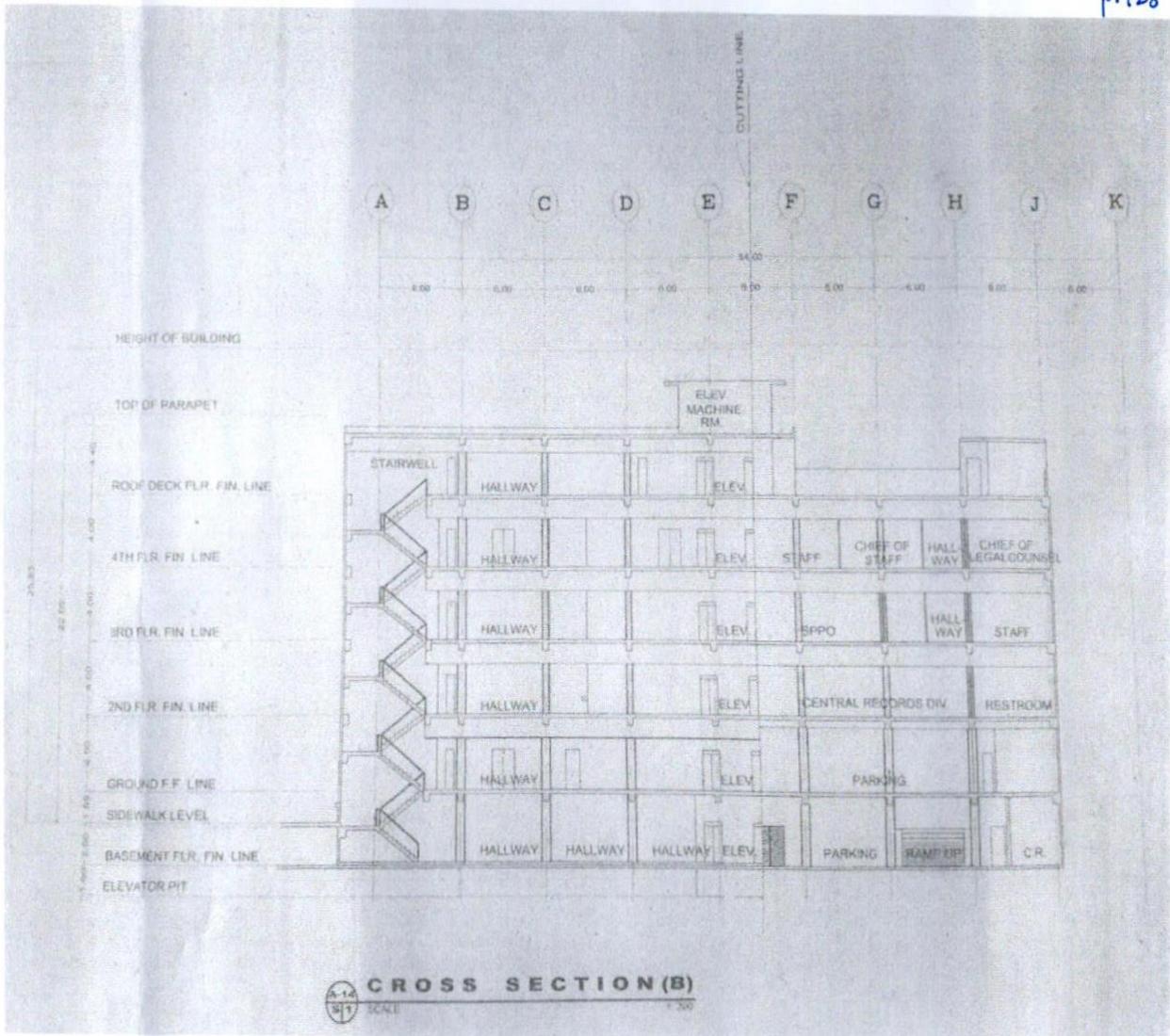
ANNEX "B"





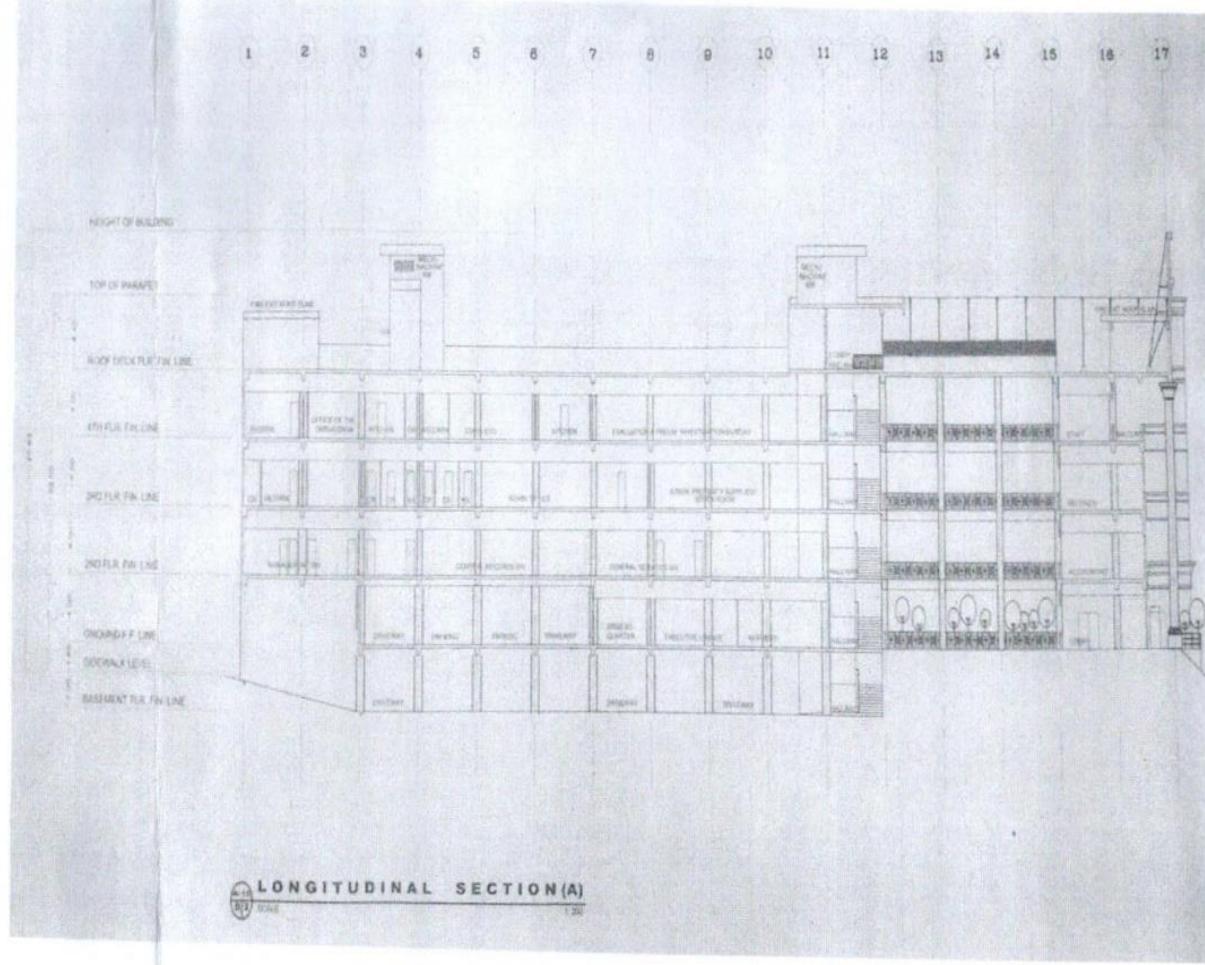
ANNEX "D"

p.128



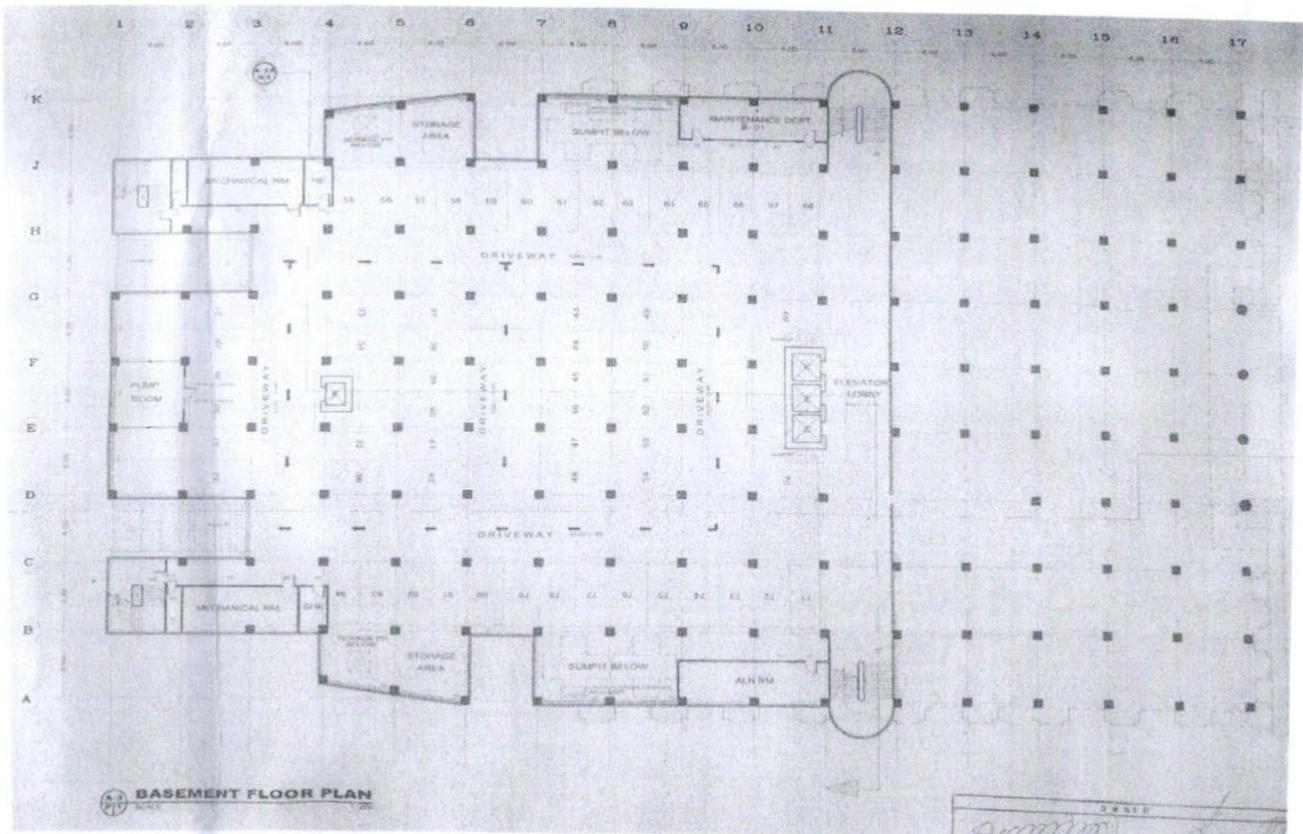
ANNEX "E"

p. 129



ANNEX "F"

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Section VIII. Bill of Quantities

PROJECT NAME: ONE (1) LOT SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF FOUR (4) UNITS BRAND NEW PASSENGER ELEVATOR UNITS FOR THE OFFICE OF THE OMBUDSMAN-MAIN BUILDING

ITEM No.	WORK ITEMS / DESCRIPTION	Qty/Unit	TOTAL COST (PhP)
I	Mobilization and Demobilization	One (1) Lot	
II	Dismantling of all existing elevators : a. Passenger Elevator 2 (PE2) and Service Elevator 1 (SE1); (Phase I) and b. Passenger Elevator 1 (PE1) and Passenger Elevator 3 (PE3). (Phase III)	One (1) Lot	
III	Supply, delivery, installation, testing and commissioning of : (Phase II) a. Brand New Passenger Elevator 2 (PE2) 900 kgs capacity; and b. Brand New Service Elevator 1 (SE1) 900 kgs capacity.	One (1) Lot	
IV	Supply, delivery, installation, testing and commissioning of : (Phase IV) a. Brand New Passenger Elevator 1 (PE1) 900 kgs capacity; and b. Brand New Passenger Elevator 3 (PE3) 500 kgs capacity	One (1) Lot	
	TOTAL		

Section IX. Checklist of Technical and Financial Documents

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I. CHECKLIST OF BID DOCUMENTS.....	44
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ENVELOPE NO. 1 - ELIGIBILITY AND TECHNICAL COMPONENT CONSISTING OF THE FOLLOWING:

I. Eligibility Documents:

- a. Class “A” documents (*consisting of legal, technical and financial eligibility documents*)
- b. Class “B” document

II. Technical Documents:

- a. Bid Security (b.i)
- b. Ombudsman Bid Form No. 1 - Letter of Conformity to the Technical Specifications (Section VI) and Drawings (Section VII) (b.ii)
- c. Ombudsman Bid Form No. 1A- Technical Proposals (b.iii)
- d. Project Requirements (b.iv)
- e. Omnibus Sworn Statement (b.v)

ENVELOPE NO. 2 - FINANCIAL COMPONENT

CONSISTING OF THE FOLLOWING:

I.	Ombudsman Bid Form No. 2A (Financial Proposal Form)
II.	Ombudsman Bid Form No. 2B (Bill of Quantities Form)
III.	Ombudsman Bid Form No. 2C-1; 2C-2; 2C-3; 2C-4 - Detailed Unit Price Analysis (DUPA)
IV.	Ombudsman Bid Form No.2D - Schedule of Payment
II.	SAMPLE FORMS..... 82

Checklist of Technical and Financial Documents

ENVELOPE NO. 1 - ELIGIBILITY AND TECHNICAL COMPONENT	
a. ELIGIBILITY DOCUMENTS	
CLASS “A” DOCUMENTS	
a.1. Legal eligibility documents:	
(i) PhilGEPS Certificate of Registration and Membership (Platinum) in accordance with Section 8.5.2 of the 2016 IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR. Note 1: In case the bidder has a valid PhilGEPS Certificate of Registration (Platinum) but with an expired BIR Tax Clearance/Mayor’s or Business Permit indicated in Annex “A”, the bidder should attach a valid BIR Tax Clearance and valid and current Mayor’s/ Business Permit which must be submitted during opening of bids. Note 2: Pursuant to GPPB Circular No. 07-2017, in case of non-availability of PhilGEPS Certificate of Registration and Membership (Platinum), the bidders are allowed to submit eligibility requirements under Section 23.1 of the 2016 Revised IRR of RA 9184, as follows: a) <u>Class “A” Documents- Legal and Financial Documents:</u> a.1. SEC/DTI Certificate of Registration; a.2. Valid and current Mayor’s/Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located ;	[]

a.3. Valid Tax Clearance per Executive Order No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue; and

a.4. Audited Financial Statements for CY 2020.

a.2. Technical eligibility documents:

(ii)(a) *Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (See attached Sample Form No. OMB-SF-INFRA-06); and*

(ii)(b) *Statement identifying the bidder's single largest completed contract to be bid, within the year 2016 to present (See attached Sample Form No. OMB-SF-INFRA-07).*

The above statements shall include, for each contract, the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) nature of work;
- (ii.6) contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- (ii.7) total contract value at award
- (ii.8) date of completion or estimated completion time;
- (ii.9) total contract value at completion, if

[] II

<p>applicable;</p> <p>(ii.10) percentages of planned and actual accomplishments, if applicable</p> <p>(ii.11) value of outstanding works, if applicable;</p> <p>(ii.12) the statement shall be supported by the notices of award and/or notices to proceed issued by the owners; and</p> <p>(ii.13) the statement shall be supported by the Owner's Certificate of Final Acceptance or the Certificate of Completion and, whenever applicable, the Contractors Performance Evaluation System (CPES) Final Rating, which must be satisfactory (<i>Reference: GPPB Res. No. 25-2012</i>).</p>	[]
<p>(iii) Valid Philippine Contractors Accreditation Board (PCAB) License at least Category "C" for government projects or a valid special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project.</p>	[]
<p>a.3. Financial eligibility documents:</p> <p>(iv) The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) which must be at least equal to the ABC to be bid (<i>See attached Sample Form No. OMB-SF-INFRA-08, pp. 92-93</i>)</p>	[]
<p>CLASS "B" DOCUMENTS</p> <p>(v) If applicable, Joint Venture (JV) Bidders shall submit a Joint Venture Agreement (JVA) in accordance with RA 4566 and its IRR (<i>Reference: Annex "B", GPPB Res. No. 29-2014</i>), together with the SEC/DTI/CDA Certificate of Registration and Current Mayor's Permit (legal documents) of each of the parties to the JVA. The submission of technical and financial</p>	[]

<p>eligibility documents by any of the joint venture partners constitutes compliance (Sec. 23, IRR, RA 9184).</p>	
<p>b. TECHNICAL DOCUMENTS:</p>	
<p>(b.i) BID SECURITY</p>	[]
<p>(b.ii) OMBUDSMAN BID FORM NO. 1 -Letter of Conformity to the Specifications (Section VI) And Drawings (Section VII) (<i>See attached Form on p. 50</i>) <i>(b.iii) Ombudsman Bid Form No. 1A (Technical Proposals) (pp.51-68)</i></p>	[]
<p>(b.iv) PROJECT REQUIREMENTS, which shall include the following:</p>	[]
<p>1. Organizational Chart for the contract to be bid inclusive of name and positions/designations</p>	[]
<p>2. List of contractor's personnel:</p>	[]
<p>a. List of Key Personnel as enumerated in page 19, BDS) (<i>See attached Sample Form No. OMB-SF-INFRA-09, page 94</i>)</p>	[]
<p>b. Bio-Data of Contractor's Key personnel as enumerated in page 19, BDS) (<i>See attached Sample Form No. OMB-SF-INFRA-10, p.95</i>)</p>	[]
<p>c. Affidavit of Commitment (<i>See attached Sample Form No. OMB-SF-INFRA-11, pp. 96-98</i>)</p>	[]
<p>3. List of contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project (<i>See attached Sample Form No. OMB-SF-INFRA-12, p. 99</i>)</p>	[]
<p>4. Other Technical Documents:</p>	
<p>a. Construction Schedule and S-Curve</p>	[]
<p>b. Manpower Schedule</p>	[]
<p>c. Equipment Utilization Schedule</p>	[]
<p>d. Construction Methods in Narrative Form</p>	[]

e. Construction safety and health program approved by the Department of Labor and Employment	[]
(b.v) OMNIBUS SWORN STATEMENT (<i>Use attached Sample Form No. OMB-SF-INFRA-03, pp. 83-85</i>), to be supported by: (a) Authority of signatory -Special Power of Attorney (<i>See attached Sample Form No. OMB-SF-INFRA-04, pp. 86-87</i>) or (b) Authority of signatory -Secretary's Certificate (<i>See attached Sample Form No. OMB-SF-INFRA-05, pp. 88-89</i>)	[]

ENVELOPE NO. 2 – FINANCIAL COMPONENT

Financial component of the bid shall contain the following:

(a) Ombudsman Bid Form No. 2A (Financial Proposal, p. 69-70)	[]
(b) Ombudsman Bid Form No. 2B - Bill of Quantities Form (BOQ, p. 71)	[]
(c) Ombudsman Bid Form No. 2 C-1; 2C-2; 2C-3 and 2C-4 – Detailed Unit Price Analysis (DUPA), pp. 72-79	[]
(d) Ombudsman Bid Form No. 2D – Schedule of Payment, p. 80	[]

Ombudsman Bid Form No. 1 (Letter of Conformity)

LETTER OF CONFORMITY

HON. SAMUEL R. MARTIRES
Ombudsman
Office of the Ombudsman
Agham Road, North Triangle
Diliman, Quezon City

Project Title: PB-SBAC-2021-01-Rebidding for the Supply, Delivery, Installation, Testing and Commissioning of Four (4) Units Brand New Elevators of the Office of the Ombudsman-Main Building

SIR:

This is to inform the Office of the Ombudsman that our company,
_____, located at _____, conforms to the Specifications in Section VI and Drawings in Section VII of the Bidding Documents¹ and in the Supplemental/Bid Bulletin/s.

Very truly yours,

Signature over printed name of
authorized representative

Position

Company

Telephone Number/s

Date

Ombudsman Bid Form No. 1A (Technical Proposals)

HON. SAMUEL R. MARTIRES

Ombudsman
Office of the Ombudsman
Agham Road, North Triangle
Diliman, Quezon City

SIR:

¹ Section VI- Specifications and Section VII-Drawings (pp. 27-42)

Herewith is our TECHNICAL PROPOSAL for your office requirement:

(INSTRUCTION TO BIDDER: Check the “Comply” box if bidder complies with the Ombudsman Specifications. A Technical Proposal containing unchecked “Comply” boxes would be automatically rated as “FAILED.”)

ONE (1) LOT SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF FOUR (4) UNITS BRAND NEW ELEVATORS OF THE OFFICE OF THE OMBUDSMAN-MAIN BUILDING			
A. ONE (1) BRAND NEW PASSENGER ELEVATOR UNIT (500KG. CAPACITY)			
No.	ITEM	OMBUDSMAN SPECIFICATIONS	BIDDER'S SPECIFICATIONS
1	MODEL	WITH MACHINE ROOM	<input type="checkbox"/> Comply
2	TYPE	PASSENGER	<input type="checkbox"/> Comply
3	NUMBER OF UNITS	ONE (1)	<input type="checkbox"/> Comply
4	ELEVATOR No.	PASSENGER ELEVATOR 3 (PE3) (SP's ELEVATOR)	<input type="checkbox"/> Comply
5	CAPACITY	500 KILOGRAMS (CAPACITY: 6 PERSONS)	<input type="checkbox"/> Comply
6	SPEED	1.0 METER PER SECOND (MPS)	<input type="checkbox"/> Comply
7	RISE	MM	<input type="checkbox"/> Comply
8	STOPS/FLOORS	6/6	<input type="checkbox"/> Comply
9	OPENINGS	6	<input type="checkbox"/> Comply
10	FLOOR MARKINGS	B,G,2,3,4,5	<input type="checkbox"/> Comply
11	DRIVE	VARIABLE VOLTAGE VARIABLE FREQUENCY (VVVF)	<input type="checkbox"/> Comply
12	MACHINE ROOM LOCATION	ABOVE THE HOISTWAY	<input type="checkbox"/> Comply

13	HOISTWAY CLEAR INSIDE	2075MM (W) X 1667MM (D)	<input type="checkbox"/> Comply
14	CAR CLEAR INSIDE (BARE)	1400MM (W) X 1100MM (D) X 2300MM (H)	<input type="checkbox"/> Comply
15	DOORS	AUTOMATIC 2-PANEL SIDE OPENING	<input type="checkbox"/> Comply
16	CLEAR DOOR OPENINGS	800MM (W) X 2100MM (H)	<input type="checkbox"/> Comply
17	PIT DEPTH	1595MM	<input type="checkbox"/> Comply
18	OVERHEAD CLEARANCE	4427MM	<input type="checkbox"/> Comply
19	OPERATING SYSTEM	SIMPLEX FULL COLLECTIVE	<input type="checkbox"/> Comply
20	SIGNAL FIXTURES	TELL-TALE CAR AND HALL BUTTONS CAR POSITION INDICATOR, BLUE SEGMENT LCD COMBINED HALL BUTTON AND HALL POSITION INDICATOR AND DIRECTION ARROWS, BLUE SEGMENT LCD	<input type="checkbox"/> Comply
21	INTERCOM	3-STATION COMMUNICATION SYSTEM (CAR-CONTROL PANEL - SECURITY ROOM)	<input type="checkbox"/> Comply
22	EMERGENCY LIGHT IN CAR	EMERGENCY LIGHT WITH CHARGER AND BATTERY	<input type="checkbox"/> Comply
23	FEATURES OTHER THAN STANDARDS	CAR ARRIVAL GONG AND CAR CALL CANCEL OPERATION ATTENDANT OPERATION AUTOMATIC CAR LIGHT AND FAN SWITCH OFF FULL HEIGHT LIGHT CURTAIN DOOR SENSOR AUTOMATIC RESCUE DEVICE (ARD) HANDRAIL AT 2 SIDES, BRAILLE TYPE BUTTON	<input type="checkbox"/> Comply

		PROVISION OF CCTV WIRES AT TRAVELLING CABLE	
24	BUILDING POWER SUPPLY	220V, 3-PHASE, 60Hz	<input type="checkbox"/> Comply
25	BUILDING LIGHTING SUPPLY	220V, 1-PHASE, 60Hz	<input type="checkbox"/> Comply
26	ENTRANCE FINISHES		<input type="checkbox"/> Comply
	FIXTURES	HAIRLINE STAINLESS STEEL	<input type="checkbox"/> Comply
	FRAMES	HAIRLINE STAINLESS STEEL	<input type="checkbox"/> Comply
	DOORS	HAIRLINE STAINLESS STEEL NARROW JAMB AT ALL FLOORS <u>WITH ENGRAVED OMBUDSMAN LOGO</u> <u>(COLORED) AT THE FRONT DOOR</u>	<input type="checkbox"/> Comply
	SILLS	ALUMINUM	<input type="checkbox"/> Comply
27	CAR FINISHES		<input type="checkbox"/> Comply
	CEILING	MIRROR STAINLESS STEEL WITH LED LAMP	<input type="checkbox"/> Comply
	CAR OPERATING PANEL	HAIRLINE STAINLESS STEEL FACE PLATE	<input type="checkbox"/> Comply
	CAR WALL PANEL	HAIRLINE STAINLESS STEEL <u>WITH ENGRAVED OMBUDSMAN LOGO</u> <u>(COLORED)</u>	<input type="checkbox"/> Comply
	FLOOR COVERING	<u>GRANITE TILES</u>	<input type="checkbox"/> Comply

B. TWO (2) BRAND NEW PASSENGER ELEVATOR UNITS (900KG. CAPACITY)

No.	ITEM	OMBUDSMAN SPECIFICATIONS	BIDDER'S

			SPECIFICATIONS
1	MODEL	WITH MACHINE ROOM	<input type="checkbox"/> Comply
2	TYPE	PASSENGER	<input type="checkbox"/> Comply
3	NUMBER OF UNITS	TWO (2)	<input type="checkbox"/> Comply
4	ELEVATOR No.	PASSENGER ELEVATOR 1 (PE1) & (PASSENGER ELEVATOR 2 (PE2))	<input type="checkbox"/> Comply
5	CAPACITY	<u>900 KILOGRAMS (CAPACITY: 13 PERSONS)</u>	<input type="checkbox"/> Comply
6	SPEED	1.0 METER PER SECOND (MPS)	<input type="checkbox"/> Comply
7	RISE	MM	<input type="checkbox"/> Comply
8	STOPS/FLOORS	6/6	<input type="checkbox"/> Comply
9	OPENINGS	6	<input type="checkbox"/> Comply
10	FLOOR MARKINGS	B,G,2,3,4,5	<input type="checkbox"/> Comply
11	DRIVE	VARIABLE VOLTAGE VARIABLE FREQUENCY (VVVF)	<input type="checkbox"/> Comply
12	MACHINE ROOM LOCATION	ABOVE THE HOISTWAY	<input type="checkbox"/> Comply
13	HOISTWAY CLEAR INSIDE	2487MM (W) x 2425MM (D)	<input type="checkbox"/> Comply
14	CAR CLEAR INSIDE (BARE)	1600MM (W) x 1400MM (D) x 2300MM (H)	<input type="checkbox"/> Comply
15	DOORS	AUTOMATIC 2-PANEL SIDE OPENING	<input type="checkbox"/> Comply
16	CLEAR DOOR OPENINGS	900MM (W) x 2100MM (H)	<input type="checkbox"/> Comply
17	PIT DEPTH	1730MM	<input type="checkbox"/> Comply
18	OVERHEAD CLEARANCE	4427MM	<input type="checkbox"/> Comply

19	OPERATING SYSTEM	GROUP CONTROL FULL COLLECTIVE	<input type="checkbox"/> Comply
20	SIGNAL FIXTURES	TELL-TALE CAR AND HALL BUTTONS CAR POSITION INDICATOR, BLUE SEGMENT LCD COMBINED HALL BUTTON AND HALL POSITION INDICATOR AND DIRECTION ARROWS, BLUE SEGMENT LCD	<input type="checkbox"/> Comply
21	INTERCOM	3-STATION COMMUNICATION SYSTEM (CAR-CONTROL PANEL - SECURITY ROOM)	<input type="checkbox"/> Comply
22	EMERGENCY LIGHT IN CAR	EMERGENCY LIGHT WITH CHARGER AND BATTERY	<input type="checkbox"/> Comply
23	FEATURES OTHER THAN STANDARDS	CAR ARRIVAL GONG AND CAR CALL CANCEL OPERATION ATTENDANT OPERATION AUTOMATIC CAR LIGHT AND FAN SWITCH OFF FULL HEIGHT LIGHT CURTAIN DOOR SENSOR AUTOMATIC RESCUE DEVICE (ARD) HANDRAIL AT 2 SIDES BRAILLE TYPE BUTTON PROVISION OF CCTV WIRES AT TRAVELLING CABLE	<input type="checkbox"/> Comply
24	BUILDING POWER SUPPLY	220V, 3-PHASE, 60Hz	<input type="checkbox"/> Comply
25	BUILDING LIGHTING SUPPLY	220V, 1-PHASE, 60Hz	<input type="checkbox"/> Comply
26	ENTRANCE FINISHES		<input type="checkbox"/> Comply
	FIXTURES	HAIRLINE STAINLESS STEEL	<input type="checkbox"/> Comply
	FRAMES	HAIRLINE STAINLESS STEEL	<input type="checkbox"/> Comply

	DOORS	HAIRLINE STAINLESS STEEL NARROW JAMB AT FLOORS <u>WITH ENGRAVED OMBUDSMAN LOGO</u> (COLORED) AT THE FRONT DOOR	<input type="checkbox"/> Comply
	SILLS	ALUMINUM	<input type="checkbox"/> Comply
27	CAR FINISHES		<input type="checkbox"/> Comply
	CEILING	MIRROR STAINLESS STEEL WITH LED LAMP	<input type="checkbox"/> Comply
	CAR OPERATING PANEL	HAIRLINE STAINLESS STEEL FACE PLATE	<input type="checkbox"/> Comply
	CAR WALL PANEL	HAIRLINE STAINLESS STEEL <u>WITH ENGRAVED OMBUDSMAN LOGO</u> (COLORED)	<input type="checkbox"/> Comply
	FLOOR COVERING	<u>GRANITE TILES</u>	<input type="checkbox"/> Comply

C. ONE (1) BRAND NEW SERVICE ELEVATOR UNIT (900KG. CAPACITY)			
NO.	ITEM	OMBUDSMAN SPECIFICATIONS	BIDDER'S SPECIFICATIONS
1	MODEL	WITH MACHINE ROOM	<input type="checkbox"/> Comply
2	TYPE	PASSENGER AND SERVICE	<input type="checkbox"/> Comply
3	NUMBER OF UNITS	ONE (1)	<input type="checkbox"/> Comply
4	ELEVATOR No.	SERVICE ELEVATOR (SE1)	<input type="checkbox"/> Comply
5	CAPACITY	<u>900 KILOGRAMS (CAPACITY: 13 PERSONS)</u>	<input type="checkbox"/> Comply
6	SPEED	1.0 METER PER SECOND (MPS)	<input type="checkbox"/> Comply
7	RISE	MM	<input type="checkbox"/> Comply

8	STOPS/FLOORS	6/6	<input type="checkbox"/> Comply
9	OPENINGS	6	<input type="checkbox"/> Comply
10	FLOOR MARKINGS	B,G,2,3,4,5	<input type="checkbox"/> Comply
11	DRIVE	VARIABLE VOLTAGE VARIABLE FREQUENCY (VVVF)	<input type="checkbox"/> Comply
12	MACHINE ROOM LOCATION	ABOVE THE HOISTWAY	<input type="checkbox"/> Comply
13	HOISTWAY CLEAR INSIDE	2487MM (W) X 2425MM (D)	<input type="checkbox"/> Comply
14	CAR CLEAR INSIDE (BARE)	1600MM (W) X 1400MM (D) X 2300MM (H)	<input type="checkbox"/> Comply
15	DOORS	AUTOMATIC 2-PANEL SIDE OPENING	<input type="checkbox"/> Comply
16	CLEAR DOOR OPENINGS	900MM (W) X 2100MM (H)	<input type="checkbox"/> Comply
17	PIT DEPTH	1730MM	<input type="checkbox"/> Comply
18	OVERHEAD CLEARANCE	4427MM	<input type="checkbox"/> Comply
19	OPERATING SYSTEM	GROUP CONTROL FULL COLLECTIVE	<input type="checkbox"/> Comply
20	SIGNAL FIXTURES	TELL-TALE CAR AND HALL BUTTONS CAR POSITION INDICATOR, BLUE SEGMENT LCD COMBINED HALL BUTTON AND HALL POSITION INDICATOR AND DIRECTION ARROWS, BLUE SEGMENT LCD	<input type="checkbox"/> Comply
21	INTERCOM	3-STATION COMMUNICATION SYSTEM (CAR-CONTROL PANEL - SECURITY ROOM)	<input type="checkbox"/> Comply
22	EMERGENCY LIGHT IN CAR	EMERGENCY LIGHT WITH CHARGER AND BATTERY	<input type="checkbox"/> Comply

23	FEATURES OTHER THAN STANDARDS	CAR ARRIVAL GONG AND CAR CALL CANCEL OPERATION ATTENDANT OPERATION AUTOMATIC CAR LIGHT AND FAN SWITCH OFF FULL HEIGHT LIGHT CURTAIN DOOR SENSOR AUTOMATIC RESCUE DEVICE (ARD) HANDRAIL AT 2 SIDES BRAILLE TYPE BUTTON PROVISION OF CCTV WIRES AT TRAVELLING CABLE	<input type="checkbox"/> Comply
24	BUILDING POWER SUPPLY	220V, 3-PHASE, 60Hz	<input type="checkbox"/> Comply
25	BUILDING LIGHTING SUPPLY	220V, 1-PHASE, 60Hz	<input type="checkbox"/> Comply
26	ENTRANCE FINISHES		<input type="checkbox"/> Comply
	FIXTURES	HAIRLINE STAINLESS STEEL	<input type="checkbox"/> Comply
	FRAMES	HAIRLINE STAINLESS STEEL	<input type="checkbox"/> Comply
	DOORS	HAIRLINE STAINLESS STEEL NARROW JAMB AT FLOORS <u>WITH ENGRAVED OMBUDSMAN LOGO</u> <u>(COLORED) AT THE FRONT DOOR</u>	<input type="checkbox"/> Comply
	SILLS	ALUMINUM	<input type="checkbox"/> Comply
27	CAR FINISHES		<input type="checkbox"/> Comply
	CEILING	MIRROR STAINLESS STEEL WITH LED LAMP	<input type="checkbox"/> Comply
	CAR OPERATING PANEL	HAIRLINE STAINLESS STEEL FACE PLATE	<input type="checkbox"/> Comply

	CAR WALL PANEL	HAIRLINE STAINLESS STEEL <u>WITH ENGRAVED OMBUDSMAN LOGO</u> (COLORED)	<input type="checkbox"/> Comply
	FLOOR COVERING	<u>GRANITE TILES</u>	<input type="checkbox"/> Comply

OMBUDSMAN SPECIFICATIONS	Bidder's Specifications
<u>STANDARD FEATURES APPLICABLE FOR ALL FOUR (4) UNITS OF BRAND NEW ELEVATORS</u>	<input type="checkbox"/> Comply
<ol style="list-style-type: none"> 1. All elevators shall be in accordance with the latest Philippine Mechanical Engineering Code 2. All elevators shall have a regenerative breaking or similar energy management feature 3. Car Arrival Chime 4. Flashing Hall Lantern 5. Elevator Hall Position Indicator 6. Car Call Erase 7. Car Fan Shut Off (Automatic) 8. Car Lights Shut Off (Automatic) 9. Door Re-Open thru Hall Button 10. A fully-loaded car shall bypass hall calls in order to maintain maximum efficiency. Another car shall be automatically assigned to the remaining waiting passengers. 11. Door Nudging Feature – A buzzer sounds and the doors slowly close when they have remained open longer than the present period. 12. If the elevator doors do not open fully at a destination floor, the doors close and the car will automatically move to the next or nearest floor. 13. Independent Service – Exclusive operation where a car is withdrawn from group control operation for independent use. 14. Elevator car and counterweight guide shall be roller type. 	<input type="checkbox"/> Comply <input type="checkbox"/> Comply <input type="checkbox"/> Comply <input type="checkbox"/> Comply
SIGNAGE	<input type="checkbox"/> Comply
<ol style="list-style-type: none"> 1. Floor Identification Signage at elevator jambs, 2 signage per floor, 2" height white characters on black background with Braille Translation below the characters on a 4"x 4" stainless steel plate. 	<input type="checkbox"/> Comply

<p>2. “IN CASE OF FIRE” signage above every Hall Call Button of all elevators.</p> <p>3. Elevator identification signage, 4”x5”.</p>	
SAFETY	<input type="checkbox"/> Comply
<p>1. Provision of Car Intercom/Communication linked to the Security Station and Elevator Machine Room.</p> <p>2. All service elevators shall be assigned as fireman’s elevator and shall conform to the fire fighter’s emergency operations requirements of ASME A17.1, Safety Code for Elevators and Escalators.</p> <p>3. Motor Driven Emergency Landing Device for each elevator</p> <p>4. Seismic Sensor per elevator bank</p> <p>5. Earthquake Emergency Return for all elevators</p> <p>6. Provision for an Automatic Voltage Regulator (AVR) for each elevator controller.</p> <p>7. Emergency Recall Operations in case of fire interfaced with the existing FDAS for each elevator.</p>	<input type="checkbox"/> Comply
COMMUNICATIONS	<input type="checkbox"/> Comply
<p>1. Provision of spare wires for telecommunication circuits in the travelling cable per elevator.</p> <p>2. Provision of spare wires for data circuits (wireless access point, data nodes, among others) in the travelling cable per elevator.</p> <p>3. Provision of spare wires of CAT6 elevator cable for closed circuit television (CCTV) in the travelling cable per elevator.</p> <p>4. Provision of spare wires for background music (BGM) circuits in the travelling cable per elevator.</p> <p>5. Provision of spare wires for Fire Detection and Alarm System sensor and annunciator.</p>	<input type="checkbox"/> Comply
OTHER REQUIREMENTS AND AFTER SALES SUPPORT FOR THE FOUR (4) UNITS BRAND NEW ELEVATORS	
<p>1. Contractor shall provide a manufacturer’s certification compliant to ISO standards for the four (4) units of brand-new elevators being offered.</p>	<input type="checkbox"/> Comply

<p>2. Delivery period: The contract period for the dismantling, supply, delivery, installation, testing and commissioning of brand-new elevators described in this Terms of Reference shall be one hundred ninety (190) calendar days from the date of issuance of Notice to Proceed (NTP) by the Office of the Ombudsman to the contractor/supplier.</p>	<input type="checkbox"/> Comply
<p>3. The warranty period shall be eighteen (18) months for elevator spare parts and product services from the date of acceptance of delivered products/items as duly recommended by the Technical Inspection and Acceptance Committee (TIAC) and approved by the Head of the Procuring Entity (HOPE) or its duly authorized representative. The warranty shall include repair, replacement of parts, and free service on a 24-hour on call basis.</p>	<input type="checkbox"/> Comply
<p>4. As part of the warranty, the contractor/supplier shall provide service maintenance for eighteen (18) months, done on a monthly basis, reckoned from completion of the installation of each unit or group. The after sales service shall include:</p> <ul style="list-style-type: none"> • General check-ups; • Cleaning of equipment; • Written report/recommendation on services rendered 	<input type="checkbox"/> Comply
<p>5. After warranty period, there must be at least one authorized dealer and service partner of the product/unit being offered in Metro Manila.</p>	<input type="checkbox"/> Comply
<p>6. Availability of spare parts for at least ten (10) years.</p>	<input type="checkbox"/> Comply
<p>7. Compliance with all the terms and conditions indicated in the Terms of Reference (TOR)as amended (Annex "A"), Drawings/Layout and Contract Agreement.</p>	<input type="checkbox"/> Comply

Very truly yours,

Signature Over Printed Name

Position

Company

Telephone Number/s

Date

ANNEX “A”

TERMS OF REFERENCE

1. OBJECTIVE

The purpose of this project is for the replacement of the four (4) elevator units at the Office of the Ombudsman Main Building.

2. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) amounts to Twelve Million Pesos (Php12,000,000.00), inclusive of all applicable taxes, permits, and other relevant expenses.

3. SCOPE OF WORK

a. The work includes the dismantling of four (4) elevator units consistent with the phases provided hereunder.

b. The work includes supply, delivery, installation, testing and commissioning of two (2) brand new Passenger Elevator units (900 kg. capacity), one (1) brand new Service Elevator unit (900 kg. capacity) and one (1) brand new Passenger Elevator unit (500 kg. capacity) consistent with the phases provided hereunder.

c. Phases of Work:

Phase 1 (15%) - Dismantling of Passenger Elevator No. 2 (PE2) and

Service Elevator No. 1 (SE1)

Phase II (35%) – Supply, Delivery and Installation of Passenger Elevator No. 2 (PE2) and Service Elevator No. 1 (SE1), including testing and commissioning

Phase III (15%) - Dismantling of Passenger Elevator No. 1 (PE1) and

Passenger Elevator No. 3 (PE3)

Phase IV (35%) – Supply, Delivery and Installation of Passenger Elevator No. 1 (PE1) and Passenger Elevator No. 3 (PE3), including testing and commissioning

d. All permits necessary before and after the installation of the four (4) elevator units must be obtained by the Contractor from proper authorities

(such as Quezon City Department of Building Official, Quezon City Engineering Department, Department of Public Works and Highways, etc.).

"The Contractor/Supplier shall obtain and furnish the Office of the Ombudsman copies of the Inspection and Assessment Report from a Licensed Structural/Civil Engineer and Certificate of Structural Stability, that the site/area where the four (4) units brand new elevators will be installed are safe and sound."

- e. The Contractor/Supplier shall also provide full details of the four (4) elevator units to be installed as required in the Clearance/Permit applications; and for other applications necessary such as Permit to Operate after installation; together with the schedules and notes conforming with the features shown in the architectural plans and patterns of the Ombudsman Building, in conformity with government standards and requirements. All drawings shall be prepared using AutoCAD.
- f. The Contractor/Supplier shall provide a comprehensive Maintenance and Operations Manual (after the installation phase) and training for elevator operators.
- g. The Contractor/Supplier shall also provide the following:
 - g1. Construction Schedule and S-Curve
 - g2. Manpower Schedule
 - g3. Equipment Utilization Schedule
 - g4. Construction Methods in Narrative Form
 - g5. Construction Safety and Health Program approved by Department of Labor and Employment (DOLE)

4. TECHNICAL SPECIFICATIONS

Please refer to Section VI - Technical Specifications of the bidding documents.

5. MAINTENANCE REQUIREMENTS

The contractor/supplier shall provide the manpower whose undertaking includes maintaining the cleanliness of the Ombudsman areas, such that scraps/parts and other materials in the work areas and/or the materials that are no longer needed therein be immediately removed from the work place. The contractor/supplier shall also provide the necessary uniforms, identification tag

6. CONTRACT PERIOD

The contract period for the dismantling, supply, delivery, installation, testing and commissioning of four (4) brand new elevators described in this TOR shall be One Hundred Ninety (190) calendar days (CDs) from receipt of Notice to Proceed (NTP) by the Office of the Ombudsman to the contractor/supplier.

7. MATERIALS, STANDARD AND MISCELLANEOUS PROVISIONS

The contractor/supplier shall be responsible for the delivery of all materials, tools and/or equipment to the correct workstation. It is understood that all the materials used shall be durable and brand new. All work for any installation shall be executed according to the approved layout plans. The quality of materials and workmanship that is not to the satisfaction of the Procuring Entity and/or its duly authorized representative shall be rectified at the cost of contractor/supplier. All rejected materials, tools and/or equipment shall be removed from site and replaced at the cost of the contractor/supplier.

All work activities under this TOR shall conform to the Ombudsman House Rules and National Building Code, and other applicable installation standards. Any additional work necessary for the completion of the project shall be undertaken by the contractor/supplier without any additional cost to the Office of the Ombudsman.

The dismantling, supply, delivery and installation works shall be undertaken during office hours (weekdays). Should there be a necessity to deliver and/or conduct installation during weekends and/or holidays, prior approval of written request is required from the building administrator, in coordination with the security office at least three (3) days prior to the intended date of delivery/installation. In such cases, delivery and/or installation shall be done preferably in the presence of a designated staff of the end-user office. In no case shall the delivery and/or installation be conducted without the monitoring and/or supervision of the personnel/staff of the General Services Division - Building Administration (GSD-BA).

8. MINIMUM REQUIREMENTS OF FIRM AND ITS KEY PERSONNEL

A. Firm

Five (5) years of existence with experience in elevator projects presented in written document.

B. Key Personnel

- 1. Project Manager** – responsible for the management and operation of the project.
- 2. Professional Electrical Engineer** - Professional Electrical Engineer with extensive experience in the design and installation of electrical system for elevators, security and fire alarm systems requirements for commercial, institutional, industrial buildings or projects of similar or greater magnitude and complexity with minimum of five (5) years electrical design and installation experience.
- 3. Professional Mechanical Engineer** - Professional Mechanical Engineer with extensive experience in the design and installation of elevators for commercial, institutional, industrial buildings or projects of similar or greater magnitude and complexity with minimum of five (5) years mechanical experience for the design and installation of elevators.

Qualifications of Required Engineers

Key Position	Minimum Years of Experience in such position	License/Certification Required
1. Project Manager/Engineer	Five (5) years	PRC
2. Professional Electrical Engineer	Five (5) years	PRC and IIEE
3. Professional Mechanical Engineer	Five (5) years	PRC and PSME

9. TERMS AND CONDITIONS

9.1. The Contractor shall conform with all the provisions in “Annex “E” of the Revised Implementing Rules and Regulation of RA 9184 re: “Contract implementation guidelines for the procurement of infrastructure projects” (updated on March 31, 2021).

Liquidated damages shall be imposed once the contract duration expires, including any time extension duly granted, and the contractor refuses or fails

to satisfactorily complete the work. The Procuring Entity shall impose upon the contractor in default liquidated damages. Liquidated damages is an amount equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay.

- 9.2. The items delivered are considered defective when they are unfit for use for which it is intended, or its fitness for such use is diminished.
- 9.3. The Office of the Ombudsman shall have the right to reject and demand replacement of the items delivered if found defective after the conduct of corresponding testing of each item.
- 9.4. Complies with all the terms and conditions in the Contract Agreement.

10. BID SECURITY

The contractor/supplier shall accompany its Bid with the required Bid Security, Philippine Currency, in the amount and form as prescribed under Section 27 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 and shall be valid for a period of 120 Calendar Days (CDs).

11. PERFORMANCE SECURITY

The contractor/supplier, within ten (10) calendar days upon signing of Notice of Award, shall submit a Performance Security to guarantee the faithful performance of its obligations in accordance to Section 39 of the Revised IRR of RA No. 9184, and shall remain valid until issuance of Final Certificate of Acceptance of the project by the Head of the Procuring Entity and/or its duly authorized representative.

12. WARRANTY

The Warranty Period shall be eighteen (18) months for elevator spare parts and product services from the date of acceptance of delivered products/items as duly recommended by the Special Technical Inspection and Acceptance Committee (STIAC) and approved by the Head of the Procuring Entity (HOPE) or its duly authorized representative. The warranty shall include repair, replacement of parts, and free service on a 24-hour on call basis.

The obligation of the warranty shall be covered by either retention money in an amount equivalent to five percent (5%) of every progress payment, or a special bank guarantee equivalent to ten percent (10%) or a surety bond callable upon demand equivalent to thirty percent (30%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in any case of Expendable Supplies, after consumption thereof: Provided, however, that the equipment delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

13. AFTER SALES SUPPORT

a. Within Warranty Period.

As part of the warranty, the contractor/supplier shall provide service maintenance for eighteen (18) months, done on a monthly basis, reckoned from completion of the installation and commissioning and after inspection and acceptance of each unit or group. The after sales service shall include:

- General check-ups;
- Cleaning of equipment;
- Written report/recommendation on services rendered

b. After Warranty Period, there must be at-least one (1) authorized dealer and service partner of the product/unit being offered within Metro Manila and availability of spare parts for at least ten (10) years.

Ombudsman Bid Form No. 2A (Financial Proposal)

Bid Form

Date: _____

ITB N°: PB-SBAC-2021-01-Rebidding

To: **HON. SAMUEL R. MARTIRES**

Ombudsman
Office of the Ombudsman
Agham Road, Quezon City

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the **Contract of the Supply, Delivery, Installation, Testing and Commissioning of Four (4) Units Brand New Elevators for the Main Building of the Office of the Ombudsman.**

(b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

The discounts offered and the methodology for their application are: *[insert information]*;

(c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;

- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and 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 the **Supply, Delivery, Installation, Testing and Commissioning of Four (4) Units Brand New Elevators for the Main Building of the Office of the Ombudsman.**
- (k) We acknowledge that failure to sign each and every page of this Bid Form, including the **Bill of Quantities**, shall be a ground for the rejection of our bid.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Ombudsman Bid Form No. 2B (Bill of Quantities)

Date: _____

ITB N^o: PB-SBAC-2021-01-Rebidding**BILL OF QUANTITIES**

**PROJECT NAME: ONE (1) LOT SUPPLY, DELIVERY, INSTALLATION, TESTING AND
COMMISSIONING OF FOUR (4) UNITS BRAND NEW PASSENGER ELEVATOR UNITS FOR
THE OFFICE OF THE OMBUDSMAN-MAIN BUILDING**

ITEM No.	WORK ITEMS / DESCRIPTION	Qty/Unit	TOTAL COST (PhP)
I	Mobilization and Demobilization	One (1) Lot	
II	Dismantling of all existing elevators : a. Passenger Elevator 2 (PE2) and Service Elevator 1 (SE1); (Phase I) and b. Passenger Elevator 1 (PE1) and Passenger Elevator 3 (PE3). (Phase III)	One (1) Lot	
III	Supply, delivery, installation, testing and commissioning of : (Phase II) a. Brand New Passenger Elevator 2 (PE2) 900 kgs capacity; and b. Brand New Service Elevator 1 (SE1) 900 kgs capacity.	One (1) Lot	
IV	Supply, delivery, installation, testing and commissioning of : (Phase IV) a. Brand New Passenger Elevator 1 (PE1) 900 kgs capacity; and b. Brand New Passenger Elevator 3 (PE3) 500 kgs capacity	One (1) Lot	
	TOTAL		

Contractor: _____

Complete Address: _____

Telephone Nos.: _____

Name and Signature of Authorized Representative: _____

Date: _____

Ombudsman Bid Form No. 2C-1

Detailed Unit Price Analysis (DUPA)

Name of Project: _____

Project Location: _____

ITEM No. I - Description: Mobilization and Demobilization

1. Quantity: One (1) Lot – Mobilization and Demobilization				
2. Materials				
Name and Specifications	Quantity	Unit	Unit Price	Total Cost
a.				
b.				
c.				
d.				
Total Materials Cost				
3. Equipment				
Name and Capacity	No. of Units	No. of Hours	Hourly Rate	Total Cost
a.				
b.				

c.				
Total Equipment Cost				
4. Labor				
Designation of Personnel	No. of Men	No. of Hours	Hourly Rate	Total Cost
a. Foreman				
b. Laborers				
Total Labor Cost				
Summary:				
5. Estimated Direct Cost (No.2+No.3+No.4)				
6. Unit Direct Cost (No.5/No. 1-Quantity)				
7. Mark-up (up to _____% x No.5)				
8. Value Added Tax [12% x (No.5+ No.7)]				
9. Total Cost of Item (No.5+ No.7+ No.8)				
10. Unit Cost of Item (No.9/No. 1-Quantity)				

Contractor: _____

Complete Address: _____

Name and Signature of Authorized Representative: _____

Date: _____

Note 2-The Bidder must attach and submit duly accomplished and signed Detailed Unit Price Analysis (DUPA).

Ombudsman Bid Form No. 2C-2

Detailed Unit Price Analysis (DUPA)

Name of Project: _____

Project Location: _____

Item No. II. Description: Dismantling of all existing elevators

1. Quantity: ONE (1) LOT –Dismantling of all existing elevators				
2. Equipment				
Name and Specification	Quantity	Unit	Unit Price	Total Cost
a.				
b.				
c.				
d.				
Total Equipment Cost				
3. Materials				
Name and Capacity	No. of Units	No. of Hours	Hourly Rate	Total Cost

a.				
b.				
c.				
Total Materials Cost				
4. Labor				
Designation of Personnel	No. of Men	No. of Hours	Hourly Rate	Total Cost
a. Foreman				
b. Laborers				
Total Labor Cost				
Summary:				
5. Estimated Direct Cost (No.2+No.3+No.4)				
6. Unit Direct Cost (No.5/ No. 1-Quantity)				
7. Mark-up (up to _____% x No.5)				
8. Value Added Tax [12% x (No.5+ No.7)]				
9. Total Cost of Item (No.5+ No.7+ No.8)				
10. Unit Cost of Item (No.9/No. 1-Quantity)				

Contractor: _____

Complete Address: _____

Name and Signature of Authorized Representative: _____

Date: _____

(Note -The Bidder must attach and submit duly accomplished and signed Detailed Unit Price Analysis (DUPA).

Ombudsman Bid Form No. 2C-3

Detailed Unit Price Analysis (DUPA)

Name of Project: _____

Project Location: _____

ITEM No. III - Description: Supply, delivery, installation of Brand New Passenger Elevator 2 (PE 2) and Brand New Service Elevator 1 (SE1) with testing and commissioning

1. Quantity: One (1) Lot - Supply, delivery, installation, testing and commissioning of Brand New Passenger Elevator 2 (<u>900 kgs capacity</u>) (PE2) and Brand New Service Elevator 1 (<u>900 kgs capacity</u>) (SE1)				
2. Materials				
Name and Specification	Quantity	Unit	Unit Price	Total Cost
a.				
b.				
c.				
d.				

					Total Materials Cost	
3. Equipment						
Name and Capacity	No. of Units	No. of Hours	Hourly Rate	Total Cost		
a.						
b.						
c.						
Total Equipment Cost						
4. Labor						
Designation of Personnel	No. of Men	No. of Hours	Hourly Rate	Total Cost		
a. Foreman						
b. Laborers						
Total Labor Cost						
Summary:						
5. Estimated Direct Cost (No.2+No.3+No.4)						
6. Unit Direct Cost (No.5/No.1-Quantity)						
7. Mark-up (up to _____% x No.5)						
8. Value Added Tax [12% x (No.5+ No.7)]						
9. Total Cost of Item (No.5+ No.7+ No.8)						

10. Unit Cost of Item (No.9/No.1-Quantity)

Contractor: _____

Complete Address: _____

Name and Signature of Authorized Representative: _____

Date: _____

Note -The Bidder must attach and submit duly accomplished and signed Detailed Unit Price Analysis (DUPA).

Ombudsman Bid Form No. 2C-4

Detailed Unit Price Analysis (DUPA)

Name of Project: _____

Project Location: _____

ITEM No. IV. - Description: Supply, delivery, installation of Brand New Passenger Elevator 1 (PE 1) and Brand New Passenger Elevator 3 (PE3) with testing and commissioning

1. Quantity: One (1) Lot - Supply, delivery, installation, testing and commissioning of Brand New Passenger Elevator 1 (900 kgs Capacity) (PE 1) and Brand New Passenger Elevator 3 (500 kgs capacity) (PE3)				
2. Materials				
Name and Specification	Quantity	Unit	Unit Price	Total Cost
a.				
b.				

c.				
d.				
Total Materials Cost				
3. Equipment				
Name and Capacity	No. of Units	No. of Hours	Hourly Rate	Total Cost
a.				
b.				
c.				
Total Equipment Cost				
4. Labor				
Designation of Personnel	No. of Men	No. of Hours	Hourly Rate	Total Cost
a. Foreman				
b. Laborers				
Total Labor Cost				
Summary:				
5. Estimated Direct Cost (No.2+No.3+No.4)				
6. Unit Direct Cost (No.5/No.1-Quantity)				
7. Mark-up (up to _____% x No.5)				

8. Value Added Tax [12% x (No.5+ No.7)]	
9. Total Cost of Item (No.5+ No.7+ No.8)	
10. Unit Cost of Item (No.9/No.1-Quantity)	

Contractor: _____

Complete Address: _____

Name and Signature of Authorized Representative: _____

Date: _____

Note -The Bidder must attach and submit duly accomplished and signed Detailed Unit Price Analysis (DUPA).

Ombudsman Bid Form No. 2D (Schedule of Payment)

SCHEDULE OF PAYMENT

Particular	% WT	1 st Month	2 nd Month	3 rd Month	4 th Month	5 th Month	6 th Month
ACCOMPLISHMENT							
CASH FLOW							
CUMULATIVE ACCOMPLISHMENT							
CUMULATIVE CASH FLOW							

Submitted by:

(Signature over printed name of the Authorized Representative)

(Position)

(Name of Bidder)

(Date)

(Note: Under SCC Clause 40.1 and 40.4, Three (3) progress billing are allowed. However, the first progress billing shall at least be 50% work accomplished. Furthermore, materials and equipment delivered on the site but not completely put in place **shall not** be included for payment. Please be guided accordingly)

OFFICE OF THE OMBUDSMAN

Bids and Awards Committee

SAMPLE FORMS

ENVELOPE NO. 1 – FOR ELIGIBILITY AND TECHNICAL COMPONENT:		
<i>Form Nos.</i>	<i>Particulars</i>	<i>Page No.</i>
Ombudsman Bid Form No. 1	1. Letter of Conformity	50
Ombudsman Bid Form No. 1A	2. Technical Proposals	51-68
OMB-SF-INFRA-03	3. Omnibus Sworn Statement	83-85
OMB-SF-INFRA-04	4. Authority of Signatory – Special Power of Attorney	86-87
OMB-SF-INFRA-05	5. Authority of Signatory – Secretary's Certificate	88-89
OMB-SF-INFRA-06	6. Statement of All Ongoing Government and Private Contracts including contracts awarded but not yet started	90
OMB-SF-INFRA-07	7. Statement of Bidder's Single Largest Completed Contract within the period CY 2016 to present, which is similar in nature within the relevant period as provided in the bidding documents	91
OMB-SF-INFRA-08	8. Financial Documents for Eligibility Check and NFCC	92-93
OMB-SF-INFRA-09	9. List of the Contractor's Key Personnel to be Assigned to the Contract to be Bid	94

OMB-SF-INFRA-10	10. Bio-data of Contractor's personnel	95
OMB-SF-INFRA-11	11. Affidavit of Commitment of Contractor's Key Personnel	96-98
OMB-SF-INFRA-12	12. List of contractor's equipment units, which are owned/leased and/or under purchase agreements for the duration of the Project	99

ENVELOPE NO. 2 – FOR FINANCIAL COMPONENT:

Ombudsman Bid Form No. 2A	I. Bid Form (Financial Proposal)	69-70
Ombudsman Bid Form No. 2B	II. Bill of Quantities (BOQ)	71
Ombudsman Bid Form No. 2C-1; 2C-2; 2C-3; and 2C-4	III. Detailed Unit Cost Analysis (DUPA)	72-79
Ombudsman Bid Form No. 2D	IV. Schedule of Payment	80

OTHER FORMS

OMB-SF-INFRA-13	13. Form of Contract Agreement	100-101
OMB-SF-INFRA-14	14.Bid Securing Declaration	102-103

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 Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC 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 Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC 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 Special Bids and Awards Committee (SBAC), the Technical Working Group, and the SBAC 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; and
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

SUBSCRIBED AND SWORN to before me this day of [_____] / [_____] at _____ Philippines. Affiant/s personally appear before 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 _____, with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

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. _____

Office of the Ombudsman

(OMB-SF-INFRA-04)
Authority of Signatory

SPECIAL POWER OF ATTORNEY

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

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

_____ Affiant

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

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

NAME

CTC NO.

ISSUED AT/ON

_____ known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the

acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

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

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

SECRETARY'S CERTIFICATE

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

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

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

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding of _____ by the Office of the Ombudsman; and that if awarded the project shall enter into contract with the Office of the Ombudsman; and in connection therewith hereby appoint _____ acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

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

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

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

(Corporate Secretary)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____
affiant exhibited to me his/her _____ issued on at
_____, Philippines.

Notary Public

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

**Statement of all its ongoing government and private contracts including contracts awarded
but not yet started, if any, whether similar or not similar in nature and complexity to the contact to be bid**

Contract to be bid : _____

Business Name : _____

Business Address: _____

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

Important notes:

This statement shall be supported with:

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

Submitted by : _____
(Print Name and Signature)

Designation : _____
Date : _____
Office of the Ombudsman
Office of the Ombudsman

**Statement identifying the Bidder's Single Largest Completed Contract within the period CY 2016 to present,
which is similar in nature**

Contract to be Bid: _____
 Business Name : _____
 Business Address: _____

Name of Client	a. Owner's Name b. Address c. Telephone Nos.	Title of the Project in the Contract	Nature of Work	a. Date Awarded b. Contract Effectivity c. Date Completed	Contractor's Role (whether sole contractor, subcontractor, or partner in a JV)	a. Total Contract Value at Award b. Total Contract Value at Completion c. Contract Duration
<u>Government</u>					Description	%
<u>Private</u>						

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the Owner
3. Owner's Certificate of Final Acceptance or Certificate of Completion
4. Constructors Performance Evaluation Summary (CPES) Final Rating, which must be satisfactory

Submitted by : _____

(Print Name and Signature)

Designation : _____

Date : _____

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK AND NFCC

- A. Summary of the Applicant Firm's/Contractor's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20____
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

NOTE: The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronics Filing and Payment System (EFPS).

Attachments:

1. Annual Income Tax Return
2. Audited Financial Statement

B. The **Net Financial Contracting Capacity (NFCC)** based on the above data is computed as follows:

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

NFCC = P _____

K is fixed at 15.

Submitted by:

Name of the Firm/Contractor

Signature of Authorized Representative

Date: _____

List of the Contractor's Key Personnel to be assigned to the Contract to be Bid

Contract to be Bid : _____

Name of Bidder : _____

Business Address : _____

Position	Name	Age	Highest Educational Attainment	Total no. of years of experience relevant to the Position

Attachments: Key personnel bio-data, valid PRC License and Certificate Trainings, if applicable

Note: Key personnel shall include the following: **Project Manager, Professional Electrical Engineer and Professional Mechanical Engineer).**

Submitted by: _____

(Signature over printed name of authorized representative)

Designation: _____

Date : _____

(Note: Please use additional sheets if needed)

KEY PERSONNEL

(Format of Bio-Data)

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. Fill-up a form for each personnel.

1. Name : _____
2. Date of Birth : _____
3. Nationality : _____
4. Education and Degrees : _____
5. Specialty/Position : _____
6. Length of Service with the Firm : _____ Year/s from _____ to _____
(no. of years) (Pls. indicate month/year)
7. No. of years of experience relevant to your position: _____
8. List of previous experience/s:
 - a. Project: _____
 - b. Name and address of Owner: _____
 - c. Project cost: _____
 - d. Position: _____
 - e. Assignment period : From _____ to _____ (Pls. indicate month/year)

(Printed name and signature of employee)

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

(Place and Date)

Authorized Representative of Owner/Contractor

Republic of the Philippines)

City/Municipality of _____) S.S.

AFFIDAVIT OF COMMITMENT

I, _____, of legal age, _____, a resident of _____, after having been sworn in accordance with law, do hereby depose and say that:

- 1.** I am a licensed _____, with a valid Professional License No. _____, issued on _____ at _____;
- 2.** _____ (Contractor) _____ has engaged my services as _____ for _____ of the Office of the Ombudsman, if awarded the contract;
- 3.** As _____, I have supervised/managed/lead man, within the last _____, in the following completed project similar to the contract under bidding:

NAME OF PROJECT	OWNER	COST	DATE
COMPLETED			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. At present, I am supervising/managing or employed in the following projects:

NAME OF PROJECT	OWNER	COST	DATE COMPLETED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. In case of my separation for any reason from the above-mentioned Contractor, I shall notify the Office of the Ombudsman at least twenty-one (21) days before the effective date of my separation;
6. As _____ (Designation) _____, I commit to stay in the job site during the execution of work item/s which I am being engaged, to supervise/manage for the _____ (Project title) _____ of Office _____ of the Ombudsman, if awarded to _____ (Contractor) _____;
7. I commit to render fulltime services for the entire duration of the contract. (Applicable only to General Foreman);
8. I shall not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of (Designation) _____;
9. I understand that to allow the use of my name for such purpose shall be sufficient ground for my disqualification as _____ (Designation) _____ in any future projects of the Office of Ombudsman or employment with any Contractor doing business with the Office of the Ombudsman.

IN WITNESS WHEREOF, I have hereunto set my signature this _____ day of _____ 201____ at _____, Philippines.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, this _____ day of
_____, 20____; Affiant exhibiting to me his/her
no. _____ issued on
_____ at _____, Philippines.

NOTARY PUBLIC

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 20____.

(Note: To be executed by the following Key Personnel: Project Manager/Engineer, ,
Professional Electrical Engineer and Professional Mechanical Engineer)

Office of the Ombudsman
(OMB-SF-INFRA-12)

List of Contractor's Equipment owned/leased and/or under purchase agreements for the duration of the Project, as applicable

Note: This statement shall be supported with:

1. Proof of ownership/Lease and/or Purchase Agreement
 2. Certification of availability of equipment from the lessor/vendor for the use of the contractor during the project implementation.
 3. Written undertaking by the Contractor that all the equipment listed in this statement shall be available for the duration of the

project.

Submitted by: _____

(Signature over printed name of the Authorized Representative)

Designation:

Form of Contract Agreement

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[insert the amount in specified currency in numbers and words]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) 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;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder’s conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to

execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Contractor).

Binding Signature of Procuring Entity

Binding Signature of Contractor

[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]

Bid-Securing Declaration

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

Invitation to Bid *[Insert reference number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

c. I am/we are declared as the bidder with the 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'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorneys No. _____

PTR No. ___, [date issued], [place issued]

IBP No. ___, [date issued], [place issued]

Doc. No. _____

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Series of _____. _____

