

- f) For purposes of post-qualification in accordance with its objective and process under the IRR, the value of the entire completed and accepted Project, including the subcontracted portion, shall be credited as experience of the general contractor. In the case of the subcontractor, the following rules shall apply:
 - i) The subcontractor shall get credit for one hundred percent (100%) of the value of the subcontracted portion of the project performed; and
 - ii) Subcontractors shall be eligible to concessional windows of GFIs that treat receivables from the government as loan security; the receivables of subcontractors due from their general contractor shall similarly be accepted as loan security by GFIs.

8) Procuring Entity's Responsibilities

- 8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity may assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with the Scope of Contract.

9) Prices

- 9.1 For goods and services covered under this Contract, as awarded, all bid prices shall be deemed fixed and not subject to price escalation during contract implementation, except as otherwise provided in the succeeding provisions.
- 9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, unless there is a change in price resulting from Amendment to Order issued in accordance with **GCC Clause 28**.

10) Advance Payment

- 10.1 For Goods sourced from within the Philippines, advance payments may be made as follows:
 - a) A single advance payment not to exceed fifty percent (50%) of the contract amount shall be allowed for contracts entered into by a Procuring Entity for the following services where the requirement of down payment is a standard industry practice: 1) hotel and restaurant services; 2) use of conference/seminar and exhibit areas; and 3) lease of office space;
 - b) Advance payment not to exceed fifteen percent (15%) of the contract amount, unless otherwise directed by the President, shall also be allowed for procurement of goods required to address contingencies arising from natural or man-made calamities in areas where a "State of Calamity" has been declared by appropriate authorities; and
 - c) Upon submission of an irrevocable Letter of Credit (LoC) or bank guarantee issued by local bank, advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid to the Supplier within

sixty (60) calendar days from the signing of the contract. The irrevocable LoC or bank guarantee, which must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

10.2 For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

- a) Upon Contract Signing: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. PBD Related Forms.
- b) Upon Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- c) Upon Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty-five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

10.3 All progress payments for Goods shall first be charged against the advance payment until the latter has been fully exhausted.

11) Payment

11.1 Payments shall be made only upon a certification by the HoPE that the Goods have been delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President, no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under the Contract.

11.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services rendered, and by documents submitted pursuant to the SCC provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract;

11.3 Pursuant to **GCC** Clause 11.2, payments shall be made promptly by the Procuring Entity after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the applicable accounting and auditing laws, rules and regulations.

11.4 Unless otherwise provided in the **SCC**, all payments to the Supplier under this Contract shall be in Philippine Peso;

11.5 Unless otherwise provided in the **SCC**, payments using LoC is allowed. For this purpose, the amount of provisional sum shall be indicated in the **SCC**. All charges for the opening of the LoC and/or incidental expenses thereto shall be for the account of the Supplier.

12) Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license and permit fees, and other such levies imposed for the completion of this Contract.

13) Performance Security

13.1 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 the forms prescribed in the ITB Clauses 31.2 and 31.3.

13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance, subject to the following conditions:

- a) There are no pending claims against the Supplier or the Surety Company filed by the Procuring Entity;
- b) The Supplier has no pending claims for labor and materials filed against it; and
- c) Other terms specified in the **SCC**.

13.5 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction in contract value, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14) Use of Contract Documents and Information

14.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose this Contract or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity, except for purposes of performing the obligations therein. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Other than this Contract, any document enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity. All copies shall be returned to the Procuring Entity upon completion of the Supplier's performance under this Contract, if so required by the Procuring Entity.

15) Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications. When no applicable standard is mentioned, the Goods shall comply with the latest authoritative standards appropriate to its country of origin.

16) Inspection and Tests

- 16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity, other than that specified under Item 16.3 below. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no cost to the Procuring Entity. The Supplier shall provide the Procuring Entity with the results of such inspections and tests.
- 16.3 The Procuring Entity or its designated representative shall be allowed to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4 The Procuring Entity shall reject the Goods or any part thereof that fail any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity. Upon giving due notice to the Supplier pursuant to **GCC** Clause 5, the test and/or inspection may be repeated by the Procuring Entity, at no additional cost.
- 16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative to the said test and/or inspection, shall release the Supplier from any warranties or other obligations under this Contract.

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- 17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and with all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 17.3 To ensure correction of manufacturing defects, the Supplier shall be required to provide a warranty for a minimum period specified in the **SCC**. At the option of the Procuring Entity, the obligation for the warranty shall be covered by:
- a) Retention money in an amount equivalent to at least one percent (1%) but not to exceed five (5%) of every progress payment; or
 - b) Special bank guarantee equivalent to at least one percent (1%) but not to exceed five (5%) of the total Contract Price; or
 - c) Other such amount, if so specified in the **SCC**.
- 17.4 The said amounts shall only be released by the Procuring Entity after the lapse of the warranty period as specified in the **SCC**, or in case of Expendable Supplies, after the consumption thereof; Provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, repair or replace the defective Goods or parts thereof, at the soonest possible time, without cost to the Procuring Entity.
- 17.6 If the Supplier, after having been notified on the warranty claim, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.5, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense, and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and other applicable laws.

18) Delays in the Supplier's Performance

- 18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2 If at any time during the performance of this Contract, the Supplier encounters conditions that may impede the timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 23, the Procuring Entity shall evaluate the situation and, if warranted, extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3 Except as provided under **GCC** Clause 23, any delay by the Supplier in the performance of its obligations shall render it liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 28.

19) Liquidated Damages

- 19.1 When the Supplier fails to satisfactorily deliver the Goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier, manufacturer, or distributor shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed

goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.

- 19.2 The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
- 19.3 If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

20) Settlement of Disputes

- 20.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.
- 20.2 In case of failure to settle dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.
- If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC**.
- 20.3 In case of disagreement or after exhausting the remedies provided in the preceding Section, the dispute may be submitted to arbitration or other forms of ADR which includes mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof in accordance with the provisions of RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.4 Should the Parties fail to resolve their dispute or difference by such mutual consultation or agreement after thirty (30) days, either the Procuring Entity or the Supplier may signify its intention to commence arbitration by giving notice to the other Party, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.5 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.6 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless otherwise agreed upon in writing.

21) Liability of the Supplier

- 21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repair or replacement of the defective Goods.

22) Termination for Breach of Contract

The Procuring Entity may terminate for breach of contract when the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity, pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price, consistent with the provision of this IRR on liquidated damages. The Procuring Entity may likewise impose appropriate sanctions therein.

23) Termination Due to Force Majeure

- 23.1 For purposes of this Contract, the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean as an event which the Supplier could not have been foreseen, or though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions, and any other causes the effect/s of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 23.2 The Procuring Entity may terminate this Contract and impose liquidated damages when, as a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the Contract Price, for a period of not less than sixty (60) calendar days, or earlier, as deemed necessary by the Procuring Entity, after receipt of the written notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased.
- 23.3 The Supplier shall not be subject to forfeiture of its performance security, payment of liquidated damages, or contract termination due to *force majeure*, provided that the Supplier's delay in performance or other failure to perform its obligations under this Contract is the result of a *force majeure*.
- 23.4 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity, the Supplier shall continue to perform its obligations under the Contract as far as may be practicable, when not prevented by the *force majeure*, and shall seek all reasonable alternative means in the performance of its obligation.

24) Termination for Convenience

24.1 The Procuring Entity, through a written notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

- a) When physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE;
- b) When the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws, and government policies;
- c) When funding for the Project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or
- d) Any circumstance analogous to the foregoing.

24.2 The Goods that have been performed or are ready to be delivered or performed within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices thereof. For Goods not yet delivered, performed and/or ready to be delivered or performed, the Procuring Entity may elect:

- a) To have any portion delivered and/or performed and paid at the contract terms and prices thereof; or
- b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25) Termination for Unlawful Acts

25.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier, including any joint venture partner therein, has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a) Corrupt, fraudulent, collusive, and coercive practices as defined in ITB Clause 3.1;
- b) Drawing up or using forged documents;
- c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d) Any other act analogous to the foregoing.

26) Procedures for Termination of Contracts

26.1 The following provisions shall govern the procedures for termination of this Contract:

- a) **Verification** - Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report, with all relevant evidence attached.
- b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the supplier conveying the termination of the contract. The notice shall state:
 - i) That the contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds constituting the same;
 - ii) The extent of termination, whether in whole or in part;
 - iii) An instruction to the Supplier, to show cause as to why the contract should not be terminated; and
 - iv) Special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report.

- c) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Supplier, fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract.
- d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice.
- e) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate the contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Supplier of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.
- f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

- g) **Take-over of Contracts** - If a Procuring Entity terminates the contract due to default, insolvency, or for a cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35(c) of RA No. 12009.
- h) **Procuring Entity's Options in Termination for Convenience in Contracts for Goods** - The Goods that have been performed or are ready for delivery within thirty (30) calendar days after the supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed or ready for delivery, the Procuring Entity may elect:
 - i) To have any portion delivered or performed and paid at the contract terms and prices; or
 - ii) To cancel the remainder and pay to the supplier an agreed amount for partially completed or performed goods and for materials and parts previously procured by the supplier.

27) Assignment of Rights

The Supplier shall not assign its rights or obligations under this Contract, in whole or in part, except upon prior written consent of the Procuring Entity.

28) Amendment to Order

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties in accordance with the provisions on Amendment to Order, subject to applicable laws, rules and regulations.

29) Application

These General Conditions shall apply to the extent that they are not suspended by the provisions from other parts of this Contract.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1(a)	The Procuring Entity is Philippine Ports Authority
1(b)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1(c)	The Funding Source is: 2.1 The GoP through the source of funding as indicated below for Calendar Year (CY) 2026 is Seven Million Five Hundred Thousand Pesos (Php7,500,000.00). 2.2 The total ABC for the full two-year (2-year) contract duration is Fifteen Million Pesos (P15,000,000.00). 2.3 The source of funding is 2026-2027 Corporate Operating Budget of the PHILIPPINE PORTS AUTHORITY.
1(d)	The Project sites are defined in the Terms of Reference
2	No further instructions.
5.1	The Procuring Entity's address for Notices is: BAC Secretariat Philippine Ports Authority 5th Floor, PPA Bldg., A. Bonifacio Drive, South Harbor, Port Area, Manila Telephone Nos. 527-47-35 , 527-83-56 to 83 loc. 539 PPA Website: www.ppa.com.ph
5.2	No further instructions.
6.2	Delivery and Documents For purposes of this Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: <i>For Goods Supplied from Abroad, state "The delivery terms applicable to the Contract are DDP delivered [insert place of destination]. In accordance with INCOTERMS." (DAP)</i> <i>For Goods Supplied from Within the Philippines, state "The delivery terms applicable to this Contract are delivered [insert place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</i> Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Schedule of Requirements or Terms of Reference.

	The details of shipping and/or other documents to be furnished by the Supplier are as follows: <i>For Goods supplied from within the Philippines:</i> Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents to the Procuring Entity: i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount; ii) Delivery receipt/note, railway receipt, or truck receipt; iii) Supplier's factory inspection report; iv) Manufacturer's and/or Supplier's warranty certificate; v) Certificate of origin (for imported Goods); vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <i>For goods supplied from abroad:</i> Upon shipment, the Supplier shall immediately communicate and notify the Procuring Entity and the insurance company the full details of the shipment, including Contract Number, description of the goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents as applicable with the documentary requirements of any letter of credit issued taking precedence: i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount; ii) Negotiable, clean shipped on board bill of lading marked "freight prepaid", as well as a copy of the non-negotiable bill of lading; iii) Supplier's factory inspection report; iv) Manufacturer's and/or Supplier's warranty certificate; v) Certificate of origin (for imported goods); vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
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	viii) Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. For purposes of this Clause the Procuring Entity's Representative at the Project Site is Philippine Ports Authority Head Office, Manila. Incidental Services The Supplier is required to provide all of the following services, including additional services, if any, specified in Schedule of Requirements/Terms of Reference: a) performance or supervision of onsite assembly and/or startup of the supplied goods; b) furnishing of tools required for assembly and/or maintenance of the supplied goods; c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. The Contract price for the goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. Transportation The Supplier shall arrange and pay for the delivery of the goods, with the cost included in the Contract Price. When required under this Contract to deliver the goods CIF, CIP, or DDP, the Supplier shall ensure the transport of the goods to the port of destination or any other specified place of destination in the Philippines, as indicated in this Contract. The Supplier shall arrange for transport, insurance, and storage to the specified destination with the related costs included in the Contract Price. When required under this Contract to transport the goods to a specified place of destination within the Philippines, defined as the Project Site. The goods must be transported using carriers registered in the Philippines when the Supplier is required under this Contract to deliver the goods CIF (Cost, Insurance, and Freight), CIP (Carriage and Insurance Paid To), or DDP (Delivered Duty Paid). If no Philippine-registered carrier is available, the goods may be shipped using a non-
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	Philippine carrier, provided the Supplier obtains and presents certification from the nearest Philippine consulate at the port of dispatch. If Philippine-registered carriers are available but their schedules would impede timely delivery or cause delays in the Supplier's performance of this Contract, the period of delay from when the goods were first ready for shipment to the actual date of shipment will be considered <i>force majeure</i> in accordance with GCC Clause 23. The Procuring Entity accepts no liability for the damage of goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of goods supplied from within the Philippines or supplied by domestic Suppliers, risk and ownership will not be deemed transferred to the Procuring Entity until their receipt and final acceptance at the final destination.
10.2	The terms of payment shall be as follows: Upon submission of the monthly billing statement reflecting equal monthly payments.
11.4	Payment shall be made in Philippine Peso.
11.5	Payment using LoC is allowed, the amount of provisional sum shall not exceed 10% of the ABC and shall form part of the ABC.
13.4(c)	No further instructions.
16.1	Refer to Terms of Reference
17	WARRANTY 1. The winning bidder warrants that all works, services, installations, adjustments, calibrations, materials, equipment, spare parts, and replacement components supplied or performed under this Project shall be free from defects in workmanship, materials, installation, adjustment, and performance, and shall conform to the approved specifications, manufacturer requirements, applicable standards, and the Scope of Works. 2. Any defect, failure, malfunction, non-conformity, or deterioration attributable to the winning bidder's workmanship, installation, adjustment, testing, commissioning, maintenance practices, supplied parts, or replacement components shall be rectified by the winning bidder at its sole cost and expense, including all labor, materials, parts, transportation, equipment, testing, re-commissioning, and related costs. 3. No additional charge shall be imposed on PPA for such rectification.
17.3(c)	Not applicable.
17.4	No further instructions.
17.5	No further instructions.
20.2	Not applicable.
21.1	If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity

Section VI. Schedule of Requirements

Section VI. Schedule of Requirements

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

Item Number	Description¹	Quantity	Total	Delivery Schedule
	PROCUREMENT OF SERVICE PROVIDER FOR THE MAINTENANCE OF ELEVATOR UNITS/MULTI-YEAR			The preventive maintenance shall be for a period of two (2) years from receipt of Notice to Proceed.

¹ Subject to the Technical Specifications of the Terms of Reference

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<i>Bidders must state "Comply" or "Not Comply" for each specification and provide the corresponding performance parameters for offered equipment.</i> <i>Each response must be supported by a clear documentary support in the bid and properly cross-referenced. Acceptable evidence includes unaltered manufacturer sales brochures, official specification sheets, product samples, independent test results, and similar documents.</i> <i>Claims should be backed by documentary support. If the evidence contradicts the claim, the bid may be rejected. Any</i>

		<i>false statement—whether in the compliance form or supporting documents—found during evaluation, post-qualification, or contract implementation may be considered fraudulent in accordance with ITB Clause 3.1(a)(ii) and without prejudice to the imposition of appropriate administrative, civil, and criminal penalty in accordance with law.</i>										
	PROCUREMENT OF SERVICE PROVIDER FOR THE MAINTENANCE OF ELEVATOR UNITS/MULTI-YEAR											
	SCOPE OF WORK											
	Two (2) year comprehensive preventive maintenance services of the elevator units at the PPA Head Office: <table><tr><th>Elevator</th><th>Description</th></tr><tr><td>Elevator 1</td><td>Passenger Elevator</td></tr><tr><td>Elevator 2</td><td>Passenger Elevator</td></tr><tr><td>Elevator 3</td><td>Service Elevator</td></tr><tr><td>Elevator 4</td><td>Passenger Elevator</td></tr></table> a) Render monthly inspection and systematic check-up regularly, through its qualified Engineers and Servicemen, for the purpose of examining the operating condition of the equipment, render servicing needs, cleaning, adjustment/calibrations of all electrical and mechanical components, electronic system, controls and safety devices, lubrication and other related preventive maintenance services (please see attached Elevator	Elevator	Description	Elevator 1	Passenger Elevator	Elevator 2	Passenger Elevator	Elevator 3	Service Elevator	Elevator 4	Passenger Elevator	
Elevator	Description											
Elevator 1	Passenger Elevator											
Elevator 2	Passenger Elevator											
Elevator 3	Service Elevator											
Elevator 4	Passenger Elevator											

	Preventive Maintenance Checklist) or as per manufacturer's recommendation and manuals. b) To provide all the necessary lubricating and cleaning materials and render replacement of electrical and mechanical parts that may be found defective and other related repair services. c) Conduct annual recommended tests and examination of all safety devices but not limited to the following: no load and full load tests; full speed tests; drop test (optional); safety mechanisms; car control buttons; counterweight stability; braking system; rope/belt tension tolerances; and other standards as the local authorities may require. d) To replace all wire/hoisting ropes as often as necessary to maintain an adequate factor of safety. e) To maintain where applicable the performance characteristics of the elevator equipment such as speed, acceleration, retardation, as specified by the equipment manufacturer and to perform the necessary adjustments as required to maintain the original door opening and closing time duration, with limits in accordance with the applicable codes. f) To check where applicable, the group dispatching system and make necessary tests to ensure that all circuits and time settings are properly adjusted, and that the system performs as designed. g) To provide twenty-four (24) hour service in case of a breakdown or emergency and shall send one or more of its trained personnel to rectify the fault or to render any assistance when required. The response time is within five (5) hours from receipt of verbal or written notice from PPA. h) To provide orientations, as maybe requested by PPA from time to time, to elevator operators on the proper operations of the elevator cars including emergency escape procedures. i) To require its personnel to register the activities being rendered in the logbook provided and maintained by the General Services Division of the Administrative Services	
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Department of PPA. All complaints and noted malfunctions in the elevator operations shall likewise be recorded in the said logbook.

II HOURS OF WORK

All works shall be carried out upon prior coordination with and approval of the authorized representative of the Administrative Services Department – General Services Division.

Critical repair and heavy works shall be done during non-working days to ensure the safety of the third parties, unless PPA makes a request for a different schedule thereof.

III REPLACEMENT OF PARTS AND COMPONENTS

Replacement of parts and components of the elevator system must be inclusive and covered under the comprehensive preventive maintenance service but not limited to the following:

- a) P1 Card
- b) C1 Card
- c) E1 Card
- d) M1 Card
- e) PS1 Card
- f) PS2 Card
- g) B1 Card
- h) IGBT
- i) KCN Card
- j) Contactor #5
- k) Contactor #LB
- l) Traction Encoder
- m) PCB DOR at car station
- n) Hall Station Power Supply
- o) Car Station Power Supply
- p) Captyre Wire
- q) Photo-eye Sensor
- r) Inverter Assembly
- s) Hoisting Rope
- t) Governor Rope
- u) Relating Rope
- v) Door Guide Shoe
- w) Car Door Motor
- x) Car Door Roller
- y) Hatch Door Roller
- z) Car Door Belt
- aa) Car Guide Shoe
- bb) Counterweight Solid Guide Shoe
- cc) Deflector Sheave
- dd) Tension Sheave

	ee) Suspension Sheave ff) Traction Machine Sheave gg) Compensating Rope	
	OTHER REQUIREMENT a) Must have completed a single contract similar to the contract to be bid whose value must be at least equivalent to fifty percent (50%) of the ABC. For this purpose, a similar contract shall refer to contract for the preventive maintenance of Mitsubishi-brand passenger, freight or service elevators, demonstrating the contractor's capability to service systems. b) Curriculum Vitae and training certificates of the following Key Personnel must be submitted as part of the Technical Proposal: b.1) Site Mechanical Engineer - With valid PRC license and at least 5 years work experience in safe installation of elevators, testing and commissioning and with extensive training and experience in maintenance works on elevators. . b.1) Site Mechanical Foreman - With at least 5 years work experience in supervising installation of elevators, testing and commissioning and with training and experience in maintenance works on elevators b.1) Site Leadman – - With at least 3 years work experience in installation of elevators, testing and commissioning and with training and experience in maintenance works on elevators b.1) Safety Officer – - With at least 2 years work experience as Safety Officer or has undergone Basic Occupational Safety and Health/Construction Occupational Safety and Health (BOSH/COSH) training by OSHA and/or DOLE accredited training centers	
	WARRANTY 1. The winning bidder warrants that all works, services, installations, adjustments, calibrations, materials, equipment, spare parts, and replacement components	

	supplied or performed under this Project shall be free from defects in workmanship, materials, installation, adjustment, and performance, and shall conform to the approved specifications, manufacturer requirements, applicable standards, and the Scope of Works. 2. Any defect, failure, malfunction, non-conformity, or deterioration attributable to the winning bidder's workmanship, installation, adjustment, testing, commissioning, maintenance practices, supplied parts, or replacement components shall be rectified by the winning bidder at its sole cost and expense, including all labor, materials, parts, transportation, equipment, testing, re-commissioning, and related costs. 3. No additional charge shall be imposed on PPA for such rectification.	
	All other provisions stated in the Terms of Reference not included herein	

Section VIII. Philippine Bidding Document Related Forms

Bid Form for Procurement of Goods
[Note: The duly accomplished form shall be submitted with the Bid]

BID FORM

Project Identification No.: *[Insert number]*

To: [Name of Procuring Entity]

Having examined the Philippine Bidding Documents (PBD) including the Supplemental Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project *[Project Title]*;
- b) I/We undertake to deliver the Goods in accordance with the delivery schedule in the Schedule of Requirements;
- c) The total price of our Bid in words and figures, excluding any discount offered below, is *[insert information]*
- d) The discounts offered and the methodology for their application, if any, are: *[insert information]; or indicate N/A if no discount offered]*
- e) The total bid price in words and figures, after applying the applicable discount, includes the cost of all taxes, such as, but not limited to *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized in the *[Select one, delete the other: the Price Schedules/ Detailed Estimates]*.
- f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;
- g) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the PBD, and hereby acknowledge the consequences under the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

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

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

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

The undersigned is authorized to submit the bid on behalf of *[Name of the Bidder]* as evidenced by the attached *[State the Written Authority]*.

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]

[Position/Designation]

[Date]

Price Schedule for Goods

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

Pricing Details for Goods Offered from Within the Philippines

1	2	3	4	5	6	7	8	9	10
Item	Description	Source of Domestic Product, as certified by the Relevant Agency	Quantity	Unit price exw per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Summary of Bid Prices

The Procuring Entity may modify the table below as necessary to comply with the requirements of the Procurement Project.

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name: _____

Signature: _____

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

Price Schedule for Goods

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

Pricing Details for Goods Offered from Abroad

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

Summary of Bid Prices

The Procuring Entity may modify the table below as necessary to comply with the requirements of a specific Project.

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name: _____

Signature: _____

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

Contract Form

[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT FOR [Insert Project Title]

This CONTRACT executed on the ____ day of _____ 20____ by and between:

[Name of Procuring Entity], a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

[Name of Supplier /Contractor/ Consultant] a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called "the Supplier".

WHEREAS, the Entity invited Bids for certain goods and services/works/consulting services, particularly *[Brief description of Project]*;

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of *[Contract price in words and figures, including currency]*, hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, viz.:
 - a. Philippine Bidding Document (PBD); *[Select one, delete the others]*
 - *For Procurement of Goods*
 - i. Invitation to Bid;
 - ii. Instruction to Bidders;
 - iii. 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;
 - iv. Bid Data Sheet;
 - v. Schedule of Requirements;
 - vi. Technical Specifications;
 - vii. General and Special Conditions of Contract;
 - viii. Supplemental Bid Bulletins, if any; and

- ix. Other contract documents that may be required by existing laws and/or the Entity.
- *For Procurement of Infrastructure Projects*
 - i. Drawings/Plans;
 - ii. Specifications;/Scope of Work;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract; and
 - v. Supplemental Bid Bulletins, if any;
 - *For Procurement of Consulting Services*
 - i. General and Special Conditions of Contract;
 - ii. Terms of Reference;
 - iii. Request for Expression of Interest;
 - iv. Instructions to Bidders;
 - v. Bid Data Sheet;
 - vi. Addenda and/or Supplemental/Bid Bulletins, if any;
 - vii. Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - viii. Eligibility requirements, documents and/or statements;
 - ix. Performance Security;
 - x. Notice of Award of Contract and the Bidder's *conforme* thereto; and
 - xi. Other contract documents that may be required by existing laws and/or the Entity.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;
 - d. Notice of Award of Contract; and the Bidder's *Conforme* thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.
2. In consideration of the Contract Price of [*Contract Price in words and figures*], or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the [*Project Title*] described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
 3. The [*Name of the Procuring Entity*] agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
 4. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the

applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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

For the Procuring Entity

Head of the Procuring Entity or Duly
Authorized Representative

For the Bidder

Duly authorized to sign the Contract for and
behalf of *[Bidders Name]*:

[Signature over Printed Name]
[Position/Designation]
[Date]

[Signature over Printed Name]
[Position/Designation]
[Date]

Signed in the presence of:

[Name and Signature]
Witness – Procuring Entity

[Name and Signature]
Witness- Supplier

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the _____, City/Province of _____, this _____ day of _____, 20____, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of _____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

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

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

Omnibus Sworn Statement Form

[Note: The duly accomplished form shall be submitted with the Bid]

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

OMNIBUS SWORN STATEMENT

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

1. *Select one, delete the others:*

- *If sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;
- *If 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]*;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

2. *Select one, delete the others:*

- *If 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 *[Project Title]* of the *[Name of the Procuring Entity]* *[insert "as supported by the attached duly notarized Special Power of Attorney" for authorized representative]*;
- *If 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney *for authorized representative*;

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;
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 others:*
 - *If sole proprietorship :* The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If partnership :* The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If cooperative:* The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If corporation, or joint venture:* The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

- *In case of corporations: [Name of Bidder] declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.*
 - *In case of Foreign Bidders: [Name of Bidder] submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.*
8. *[Name of Bidder] complies with existing labor laws and standards; and*
9. *[Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:*
- a) *Carefully examine all of the Bidding Documents;*
 - b) *Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;*
 - c) *Made an estimate of the facilities available and needed for the contract to be bid, if any; and*
 - d) *Inquire or secure Supplemental Bid Bulletin(s) issued for the [Project Title].*
10. *[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.*
11. *In case advance payment was made or given to [Name of Bidder], failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.*

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]

[Position/Designation]

[Date]

JURAT

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

Notarial Commission No. _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION

Project Identification No.: [Number]

To: [Insert name of the Procuring Entity]

I/We, the undersigned, declare that:

- 1) I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration;
- 2) I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the Procuring Entity for the commission of acts resulting to the enforcement of the Bid Securing Declaration under Sections 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c), of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and
- 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 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].

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]

[Position/Designation]

[Date]

JURAT

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

Notarial Commission No. _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

NET FINANCIAL CONTRACTING CAPACITY (NFFC) COMPUTATION

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

		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)	

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

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

NFCC = Php _____

K = 15

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

Name of Supplier/Distributor/Manufacturer

Signature of Authorized Representative

**STATEMENT OF THE BIDDER'S ONGOING GOVERNMENT AND
PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT
NOT YET STARTED**

This is to certify that _____ has the following ongoing government and private contracts, including contracts awarded but not yet started:

NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME & ADDRESS	KINDS OF GOODS/ SERVICES DELIVERED	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT	DATE OF DELIVERY

*PROOF OF CONTRACT TO BE PRESENTED AT POST-QUALIFICATION.

Name and Signature of Authorized Representative

Date

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

This is to certify that _____ has completed the following:

NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME & ADDRESS	KINDS OF GOODS	AMOUNT OF COMPLETED CONTRACT/S	DATE OF DELIVERY	END USER'S ACCEPTANCE OR OFFICIAL RECEIPT(S) OR SALES INVOICE ISSUED FOR THE CONTRACT*

***TO BE ATTACHED TO THE STATEMENT**

Name and Signature of Authorized Representative

Date

PROCUREMENT OF SERVICE PROVIDER FOR THE MAINTENANCE OF ELEVATOR UNITS/MULTI-YEAR

TERMS OF REFERENCE

I SCOPE OF WORK AND SERVICES

Two (2) year comprehensive preventive maintenance services of the elevator units at the PPA Head Office:

Elevator	Description
Elevator 1	Passenger Elevator
Elevator 2	Passenger Elevator
Elevator 3	Service Elevator
Elevator 4	Passenger Elevator

- a) Render monthly inspection and systematic check-up regularly, through its qualified Engineers and Servicemen, for the purpose of examining the operating condition of the equipment, render servicing needs, cleaning, adjustment/calibrations of all electrical and mechanical components, electronic system, controls and safety devices, lubrication and other related preventive maintenance services (please see attached Elevator Preventive Maintenance Checklist) or as per manufacturer's recommendation and manuals.
- b) To provide all the necessary lubricating and cleaning materials and render replacement of electrical and mechanical parts that may be found defective and other related repair services.
- c) Conduct annual recommended tests and examination of all safety devices but not limited to the following: no load and full load tests; full speed tests; drop test (optional); safety mechanisms; car control buttons; counterweight stability; braking system; rope/belt tension tolerances; and other standards as the local authorities may require.
- d) To replace all wire/hoisting ropes as often as necessary to maintain an adequate factor of safety.
- e) To maintain where applicable the performance characteristics of the elevator equipment such as speed, acceleration, retardation, as specified by the equipment manufacturer and to perform the necessary adjustments as required to maintain the original door opening and closing time duration, with limits in accordance with the applicable codes.
- f) To check where applicable, the group dispatching system and make necessary tests to ensure that all circuits and time settings are properly adjusted, and that the system performs as designed.

- g) To provide twenty-four (24) hour service in case of a breakdown or emergency and shall send one or more of its trained personnel to rectify the fault or to render any assistance when required. The response time is within five (5) hours from receipt of verbal or written notice from PPA.
- h) To provide orientations, as maybe requested by PPA from time to time, to elevator operators on the proper operations of the elevator cars including emergency escape procedures.
- i) To require its personnel to register the activities being rendered in the logbook provided and maintained by the General Services Division of the Administrative Services Department of PPA. All complaints and noted malfunctions in the elevator operations shall likewise be recorded in the said logbook.

II HOURS OF WORK

All works shall be carried out upon prior coordination with and approval of the authorized representative of the Administrative Services Department – General Services Division.

Critical repair and heavy works shall be done during non-working days to ensure the safety of the third parties, unless PPA makes a request for a different schedule thereof.

III REPLACEMENT OF PARTS AND COMPONENTS

Replacement of parts and components of the elevator system must be inclusive and covered under the comprehensive preventive maintenance service but not limited to the following:

- a) P1 Card
- b) C1 Card
- c) E1 Card
- d) M1 Card
- e) PS1 Card
- f) PS2 Card
- g) B1 Card
- h) IGBT
- i) KCN Card
- j) Contactor #5
- k) Contactor #LB
- l) Traction Encoder
- m) PCB DOR at car station
- n) Hall Station Power Supply
- o) Car Station Power Supply
- p) Captyre Wire
- q) Photo-eye Sensor
- r) Inverter Assembly
- s) Hoisting Rope
- t) Governor Rope
- u) Relating Rope
- v) Door Guide Shoe
- w) Car Door Motor
- x) Car Door Roller

- y) Hatch Door Roller
- z) Car Door Belt
- aa) Car Guide Shoe
- bb) Counterweight Solid Guide Shoe
- cc) Deflector Sheave
- dd) Tension Sheave
- ee) Suspension Sheave
- ff) Traction Machine Sheave
- gg) Compensating Rope

IV APPROVED BUDGET FOR THE CONTRACT

- a. The **Approved Budget for the Contract (ABC)** for the first year is **Seven Million Five Hundred Thousand Pesos (Php7,500,000.00)**.
- b. The Total ABC for the full two-year (2-year) contract duration is **Fifteen Million Pesos (Php15,000,000.00)** covering maintenance services.

V OTHER REQUIREMENT

- a) Must have completed a single contract similar to the contract to be bid whose value must be at least equivalent to fifty percent (50%) of the ABC. For this purpose, a similar contract shall refer to contract for the preventive maintenance of Mitsubishi-brand passenger, freight or service elevators, demonstrating the contractor's capability to service systems.
- b) Curriculum Vitae and training certificates of the following Key Personnel must be submitted as part of the Technical Proposal:

b.1) Site Mechanical Engineer – With valid PRC license and at least 5 years work experience in safe installation of elevators, testing and commissioning and with extensive training and experience in maintenance works on elevators. .

b.1) Site Mechanical Foreman – With at least 5 years work experience in supervising installation of elevators, testing and commissioning and with training and experience in maintenance works on elevators

b.1) Site Leadman – With at least 3 years work experience in installation of elevators, testing and commissioning and with training and experience in maintenance works on elevators

b.1) Safety Officer – With at least 2 years work experience as Safety Officer or has undergone Basic Occupational Safety and

Health/Construction Occupational Safety and Health (BOSH/COSH) training by OSHA and/or DOLE accredited training centers

VI TERM

The comprehensive preventive maintenance shall be for a period of two (2) years from receipt of Notice to Proceed.

VII WARRANTY

1. The winning bidder warrants that all works, services, installations, adjustments, calibrations, materials, equipment, spare parts, and replacement components supplied or performed under this Project shall be free from defects in workmanship, materials, installation, adjustment, and performance, and shall conform to the approved specifications, manufacturer requirements, applicable standards, and the Scope of Works.
2. Any defect, failure, malfunction, non-conformity, or deterioration attributable to the winning bidder's workmanship, installation, adjustment, testing, commissioning, maintenance practices, supplied parts, or replacement components shall be rectified by the winning bidder at its sole cost and expense, including all labor, materials, parts, transportation, equipment, testing, re-commissioning, and related costs.
3. No additional charge shall be imposed on PPA for such rectification.

VIII PAYMENT

Upon submission of the monthly billing statement reflecting equal monthly payments.


JON GABRIELLE M. MANANSALA
Acting Manager
Administrative Services Department

ELEVATOR PREVENTIVE MAINTENANCE CHECKLIST

Company:		
Job Site Name:	Unit No.:	Date / Time:
Site Address:	Technician(s):	CONFORME:

Instruction: (✓) For completed. (N/A) For not applicable.

BASIC INSPECTION AND BASIC MODULE	
1. Check car lighting	
2. Check car interior	
3. Check in car signs (Lift I.D., load plate info.,etc.)	
4. Check intercom connection	
5. Check condition of car fan	
6. Test door open button	
7. Test closing force limiter	
8. Test function of curtain lights	
9. Check car sill groove	
10. Check door panels & bottom guide shoes	
11. Check if door does not open when lift is running	
12. Check if door contact does not break circuit & stop the lift	
13. Check landing displays and buttons	
14. Check stopping accuracy (+/-5mm)	
15. Check sill to sill clearance (28-32mm)	
16. Check landing door frontage	
17. Check function of door contacts & locks	
18. Test the function of emergency light	
19. Perform function test to check relevelling	
20. Check oil collectors visually	
21. Check compensation chain/ropes guide	
CONTROL PANEL	
1. Check control panel lights & overall tidiness	
2. Check fixing of motor supply cables	
3. Check function & condition of fans	
LANDING DOOR	

1. Check landing door mechanical functions	
2. Check condition & alignment of door panels	
3. Check that door panels do not jam in open position	
4. Check clearance of door panels	
5. Check alignment of the railing. Clean, if needed	
6. Check condition & alignment of the door contact	
7. Check wear & alignment of the hanger rollers	
8. Check wear, clearance of anti-tip rollers	
9. Check the condition & fixing of synchronization	
10. Test operation of manual landing door lock	
11. Check landing door lock rollers	
12. Check condition & alignment of the lock contact	
13. Check condition of synchronization rollers/pulleys	
14. Check operation of emergency opening device	
15. Check operation of closing weight/spring rope	
16. Check condition of diverting pulleys	
17. Check sill connection to the frame	
18. Check condition of bottom guide shoes & fire taps	
19. Check alignment of door coupler & lock rollers	
20. Check the door panel surface from the car roof	
21. Check condition of retiring cam/ramp	
22. Check lock rollers and distance from retiring cam	
23. Check condition and fixing of fire insulation	
24. Check functioning gate contact	
25. Check mechanical structure of the gate	
26. Check movement of ht gate (bearing on top rail)	
27. Check kick rag on lower part of the gate	
DOOR OPERATION	
1. Check clearance of door panels	
2. Check sill condition	
3. Check condition/fixings of guide shoes & fire taps	
4. Check fixings of apron/toe guard	

5. Check that the door operator functions correctly	
6. Check pulley belts, chains & arms of door operator	
7. Check fixings of door, cams, switches & other parts	
8. Check belt or chain tightness & wear	
9. Check fixing, cables & mechanism of safety devices	
10. Check earthing & electric connections	
11. Check oil level of the door operator	
12. Check condition & alignment of the railing. Clean, if needed	
13. Check wear & alignment of the hanger rollers	
14. Check wear, clearance & alignment of anti-tip rollers	
15. Check tension of synchronization rope/chain	
16. Check condition of synchronization rollers/pulleys	
17. Check operation of car door lock opening device	
MACHINE ROOM	
1. Check access & overall appearance of machine room	
2. Check overall condition of machine	
3. Check clearance of traction & diverter pulley axles/bearings	
4. Check oil level, leaks & amount of grease on gears/motors	
5. Check mechanical isolation and fastening of machine	
6. Check fixings of motor supply cables	
7. Check friction surfaces of brake	
8. Check brake operations	
9. Check condition of encoder	
10. Check condition of traction sheave & diverting pulleys	
11. Check the OSG electrical contact	
12. Check operation of the broken standard detector pulleys	
SIGNALIZATION	
1. Check signalization on all floors	
2. Check condition of car & landing buttons on all floors	

REMARKS / Additional Descriptions:

H.O. - BIDS AND AWARDS COMMITTEE - PGCS
CHECKLIST OF BIDDING DOCUMENTS
PROCUREMENT OF SERVICE PROVIDER FOR THE
MAINTENANCE OF ELEVATOR UNITS/MULTI-YEAR
ABC = Php 7,500,000.00

	SUPPLIER
REQUIREMENTS	
I. TECHNICAL COMPONENT ENVELOPE (1 orig. and 6 copies)	
CLASS "A" DOCUMENTS	
LEGAL DOCUMENTS	
(a) Valid PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 20 of the IRR of R.A. 12009	
TECHNICAL DOCUMENTS	
(b) Statement of the bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the procurement project	
(c) Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the procurement project.	
(d) Bid Security in the prescribed form and amount in accordance with ITB Clause 16. If in the form of a Surety Bond, Submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration	
(e) Conformity with the Technical Specifications, which may include production or delivery schedule, manpower requirements, or after- sales service or parts, if applicable	
(f) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder, in accordance with Section 54.3 of the IRR of RA 12009	
FINANCIAL DOCUMENTS	
(g) The bidder's computation of the Net Financial Contracting Capacity (NFCC). <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.	

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PROCUREMENT OF SERVICE PROVIDER FOR THE
MAINTENANCE OF ELEVATOR UNITS/MULTI-YEAR
ABC = Php 7,500,000.00

	SUPPLIER
REQUIREMENTS	
CLASS "B" DOCUMENTS	
(h) If applicable, duly signed joint venture agreement (JVA) in case the joint venture is already in existence;	
<u>or</u>	
duly notarized statements from all the potential joint venture partners stating the following:	
a. that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful; <u>and</u>	
b. failure to enter into JVA in the event of a contract award shall be a ground for bid disqualification and subsequent forfeiture of the bid security.	
<u>Other documentary requirements under RA No. 12009 (as applicable)</u>	
(i) <u>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipino]</u> Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.	
(j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.	
II FINANCIAL COMPONENT ENVELOPE	
(a) Original of duly signed and accomplished Financial Bid Form; <u>and</u>	
(b) Original of duly signed and accomplished Price Schedule(s).	