



Republic of the Philippine  
**TARLAC STATE UNIVERSITY**  
Romulo Blvd., San Vicente, Tarlac City  
Tel. No.: (045) 982 4630  
Website: www.tsu.edu.ph

# **Bidding Documents**

(This Bidding Documents is in conformance with the Sixth Edition of the Philippine Bidding Documents for the Procurement of Infrastructure Projects)

**For the Project**

## **Replacement of Elevator of TSU Hotel**

**With an Approved Budget for the Contract (ABC) of  
Five Million One Hundred Ninety Eight Thousand One Hundred  
Thirty Pesos (₱ 5,198,130.00)**

**Invitation to Bid No. Infra 09-018-2022  
PhilGeps Reference No.: 9106804**

**July 2020  
6<sup>th</sup> Edition**

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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



Republic of the Philippine  
**TARLAC STATE UNIVERSITY**  
Romulo Blvd., San Vicente, Tarlac City  
Tel. No.: (045) 982 4630  
Website: www.tsu.edu.ph

## INVITATION TO BID

### For the Project

### Replacement of Elevator of TSU Hotel

### Invitation to Bid No. Infra 09-018-2022

1. The Tarlac State University, through Special Budget (SB) 2022 intends to apply the sum of **Five Million One Hundred Ninety Eight Thousand One Hundred Thirty Pesos (₱ 5,198,130.00)** to payments under the contract for the project: **Replacement of Elevator of TSU Hotel.**
2. Bids received in excess of the ABC shall be automatically rejected at bid opening.
3. The Tarlac State University now invites bids for the aforementioned Project. Completion of the Works is required within **one hundred twenty (120) calendar days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
4. Bidding will be conducted through open competitive bidding procedures using non- discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
5. Interested bidders may obtain further information regarding the bidding and inspect the Bidding Documents from 8:00 A.M. to 5:00 P.M., Tuesday to Friday starting on **October 12, 2022** at this address:

Gender and Development Building  
Tarlac State University  
Romulo Blvd., San Vicente, Tarlac City  
Tel. No. (045) 606-8142 / 0998 846 0206  
Email: [bacsec@tsu.edu.ph](mailto:bacsec@tsu.edu.ph)

6. A complete set of Bidding Documents may be acquired by interested Bidders from **October 12, 2022 to November 3, 2022** from the aforementioned address upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **₱ 5,000.00.**

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

7. The Tarlac State University will hold a Pre-Bid Conference on **October 19, 2022 (10:00 A.M.)** at the Business Center Audio-Visual Room, 2nd Floor, Business Center Bldg., Tarlac State University, Romulo Blvd., San Vicente, Tarlac City which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat at the address below on or before **November 3, 2022 (10:00 A.M.)**. Late bids shall not be accepted.

Gender and Development Building  
Tarlac State University  
Romulo Blvd., San Vicente, Tarlac City  
Tel. No. (045) 606-8142 / 0998 846 0206  
Email: [bacsec@tsu.edu.ph](mailto:bacsec@tsu.edu.ph)

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.
10. Bid opening shall be on **November 3, 2022**, at 10:00 A.M., at the Business Center Audio-Visual Room, 2nd Floor, Business Center Bldg., Tarlac State University, Romulo Blvd., San Vicente, Tarlac City. Bids will be opened in the presence of the bidders' representatives who choose to attend.
11. The Tarlac State University 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 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Ms. Jhenna Micah A. Manankil / Mr. Joshua Jonathan S. Jacinto  
BAC Secretariat  
Gender and Development Building  
Tarlac State University  
Romulo Blvd., San Vicente, Tarlac City  
Tel. No. (045) 606-8142 / 0998 846 0206  
Email: [bacsec@tsu.edu.ph](mailto:bacsec@tsu.edu.ph)

**PEDRO G. SUERTE FELIPE JR.**  
BAC Chairperson

## Section II. Instructions to Bidders

### 1. Scope of Bid

The Procuring Entity, **Tarlac State University** invites Bids for the project: **Replacement of Elevator of TSU Hotel**, with Project Identification Number: **Invitation to Bid No. Infra 09-018-2022**.

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI. Specifications.

### 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2022** in the amount of **₱ 5,198,130.00**

2.2. The source of funding is the **Special Budget**.

### 3. Bidding Requirements

3.1. 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.

3.2. 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.

3.3. 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. 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.

## **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 the address indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents Comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section 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 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 **March 3, 2023**. 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**

- 16.1. Each Bidder shall submit one copy of the first and second components of its Bid.
- 16.2. 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.
- 16.3. 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 7 of the **IB**.

## **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 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

- 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

<b>ITB Clause</b>			
5.2	For this purpose, contracts similar to the Project refer to contracts for the supply, delivery, installation, and commissioning of an elevator.		
7.1	No further instructions.		
10.3	No additional requirements.		
Mechanical10.4	The minimum work experience requirements for key personnel are the following:		
	Key Personnel	Qualification and Experience	
	Project Engineer (Installation Supervisor)	<ul style="list-style-type: none"> <li>• Must be a licensed Mechanical Engineer.</li> <li>• With at least 3 years of experience in elevator installation</li> </ul>	
	Safety Officer	<ul style="list-style-type: none"> <li>• DOLE accredited Construction Occupation Safety Officer</li> <li>• With at least 2 years of experience as a Safety Officer in construction/elevator installation projects</li> </ul>	
	Elevator Technician/Installer	<ul style="list-style-type: none"> <li>• Must be at least High School Graduate or Vocational Diploma / Short Course Certificate</li> <li>• With at least 2 years of experience in elevator installation</li> </ul>	
Welder	<ul style="list-style-type: none"> <li>• Must be at least High School Graduate or TESDA NCII Holder</li> <li>• With at least 1 year experience in elevator installation</li> </ul>		
10.5	The minimum major equipment requirements are the following:		
	Equipment	Min. Capacity	Min. Quantity
	• Welding Machine	300 A	1
	• Closed Van Truck	2 Tons	1
	Bidder must state and show proof that the equipment to be pledged for the project are owned or leased.		
12	No further instructions.		
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> <ol style="list-style-type: none"> <li>1. The amount of not less than ₱ 103,962.60 (2 % of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit.</li> <li>2. The amount of not less than ₱ 259,906.50 (5 % of ABC) if bid security is in Surety Bond.</li> </ol>		
19.2	Partial bid is not allowed. The project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.		

21	<p>The winning bidder shall submit the following documents, which shall form part of the Contract documents:</p> <ol style="list-style-type: none"><li>1. Construction Schedule and S-Curve,</li><li>2. Manpower Schedule,</li><li>3. Construction Methods</li><li>4. Equipment Utilization Schedule</li><li>5. Construction Safety and Health Program approved by the Department of Labor and Employment, and</li><li>6. PERT/CPM.</li></ol>
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## Section IV. General Conditions of Contract

### 1. Scope of Contract

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

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

### 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

- 3.1. 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.
- 3.2. 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	Not applicable.
4.1	Upon acknowledgement of receipt of the Notice to Proceed.
6	The site investigation reports are: as indicated in the Technical Specifications.
7.2	As prescribed in Section 62.2.3.2 of the 2016 revised IRR of R.A. 9184.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within <b>five (5)</b> 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 three percent (3 %) of the amount of progress billing for the period.
13	The amount of the advance payment shall not exceed fifteen percent (15 %) of the contract price.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operation and maintenance manuals are required is within ten (10) days after the final inspection.  The date by which “as built” drawings are required is ten (10) days after the final inspection.
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 <b>₱</b>

# Section VI - Specifications

## SECTION 1 – GENERAL CONDITIONS AND REQUIREMENTS

### 1.1 SCOPE OF WORK

1.1.1 The project shall comprise the complete **REPLACEMENT OF ELEVATOR OF TSU HOTEL** which shall include the supervision and furnishing of labor, supplies, materials, equipment, and other incidental services that are essential to properly implement and produce the desired work output.

### 1.2 CONTRACT DRAWINGS

1.2.1 Details and extent of work are shown in the Drawings accompanying these specifications.

1.2.2 Sketches and other details not shown in the Drawings shall be furnished by the Engineer/Architect during the pace of construction.

### 1.3 PARTS OF THE SPECIFICATIONS

1.3.1 These Specifications include the following parts whose applicable provisions are binding on this contract:

SECTION	DESCRIPTION
1	GENERAL CONDITION AND REQUIREMENTS
2	DISMANTLING, HAULING AND REPAIR WORKS
3	MECHANICAL WORKS

1.3.2 These Specifications are intended to supplement the provisions of the General Building Code to provide the proper construction. In the case of a difference between plans and specifications, these specifications shall govern. It is the duty of the Contractor to examine both carefully, compare and verify dimensions and data furnished by the TSU in the case of discrepancy between figures and drawings, the matter should be immediately brought to the Engineer/Architect before any adjustment shall be made by the Contractor.

### 1.4 WORKMANSHIP

1.4.1 All operations required under any or all parts of the specifications shall be undertaken in a neat, workmanlike manner. Only skilled and certified personnel with sufficient experience in similar operations shall be allowed to undertake the same.

### 1.5 INSPECTION OF SITE

1.5.1 The Bid may be deemed to have been based on data, regarding physical conditions at the sites. The Contractor acknowledges and warrants that he has inspected and examined the site and its surroundings and has satisfied himself by submission of his Tender as to the nature of the work and materials necessary for the completion of the works, and the means of access to the sites, the accommodation he may require and that he has obtained for himself all necessary information as to risks, contingencies and other circumstances which may have influenced or affected his Tender. No increase in cost or extension of time will be considered for failure to inspect and examine the site condition.

## 1.6 VARIATIONS

1.6.1 The Engineer/Architect reserves the right to make slight changes in details of work or materials as he may deem advisable. These changes may include revision or modifications of shapes and dimensions of elements that may involve additional expenses to the Contractor shall be covered by appropriate adjustment of the contract price.

## 1.7 CONFLICT BETWEEN PLANS AND SPECIFICATIONS

1.7.1 Should there be any conflict between indications on drawings and provisions in specifications same shall be referred to the Engineer/Architect of TSU for resolution.

1.7.2 Any omission in the specifications of work or works to be undertaken but necessary for the completion of work, shall be undertaken by the Contractor as if indicated on drawings, without extra compensation. Such works shall be done in the usual manner as required as to the quality of both materials and workmanship.

## 1.8 REJECTIONS

1.8.1 Materials or workmanship not in reasonable conformance with the provision of these specifications shall be rejected at any time during the progress of the work. The Contractor shall receive copies of reports of rejection of materials and workmanship made by the authorized technical representative of TSU. Any part of the work that he has done and is not of the quality required by reasonable interpretation of the plans and specifications shall be torn down or removed immediately and rebuild or otherwise remedy such work in accordance with the requirements of the plans and specifications.

## 1.9 ESTABLISHED GRADE LINE

1.9.1 The Contractor shall inspect and examine the individual site conditions. No increase in cost or extension of time will be considered for failure to examine site condition. Control points and elevations will be furnished by the TSU and the Contractor shall be responsible for all other surveys and measurements required to accurately complete the work. Unless otherwise indicated by the TSU.

## 1.10 AS-BUILT DRAWING AND PICTURES

1.10.1 The Contractor with the approval of the Engineer/Architect shall mark down all the revisions, omissions and/or additions to the various works on two sets of drawing plans as the construction progress. One set of the plans as marked shall be submitted to the Engineer/Architect after the completion of work.

1.10.2 The Contractor shall submit to the TSU As-Built Drawings incorporating all changes made and noted in the marked Drawings retained by him/her. The As-Built Drawings shall be prepared in a reproducible form and submitted together with at least three (3) copies of A3 (11.7 in. X 16.6 in.).

1.10.3 The Contractor shall submit to the TSU pictures of the site before and after construction in reproducible and printed forms.

## 1.11 PERMITS

1.11.1 It shall be the responsibility of the Contractor to secure all permits (i.e., permit to install, permit to operate, etc.) of every description required to initiate and complete the work under this contract, except permits obtained by the TSU. The Contractor shall be responsible for complying with all the requirements for the processing and approval of all relevant and necessary permits, including those to be obtained by TSU.

## 1.12 MOBILIZATION AND DEMOBILIZATION

1.12.1 Upon receipt and acceptance of the Notice to Proceed, the Contractor shall immediately mobilize the workforce, equipment, and materials, and take possession and secure the project site.

1.12.2 Upon final completion of the work, the Contractor shall commence the demobilization of the workforce, equipment, and materials and turn over the project site to TSU.

## 1.13 BILLBOARD

1.13.1 Upon possession of the project site, the Contractor shall immediately erect the Billboard, showing the relevant details of the project, at the location and position designated by the TSU and of the dimensions and materials approved by the TSU.

## 1.14 TEMPORARY FACILITIES

1.14.1 Upon possession of the project site, the Contractor shall immediately erect temporary facilities such as a field office, storage for equipment and materials, latrines, electric and water supply connections, etc., at the location designated by, and using only materials and the manner of construction approved by the TSU.

## 1.15 CONSTRUCTION OCCUPATIONAL SAFETY AND HEALTH

1.15.1 The Contractor shall be responsible for ensuring the safety and health of the personnel assigned at the project site and other parties who may be affected in the implementation of the project.

1.15.2 The Contractor shall submit to TSU a copy of the Construction Occupation Safety and Health Program for the project that is duly approved by the Department of Labor and Employment before commencing with the work.

1.15.3 The Contractor shall designate a competent and qualified Safety Officer for the whole duration of the project.

1.15.4 The Contractor shall comply with the Construction Safety Guidelines for the Infrastructure Projects During the COVID-19 Public Health Crisis based on the Revised Omnibus Guidelines on the Implementation of Community Quarantine in the Philippines by the Inter-Agency Task Force for the management of Emerging Infectious Diseases (IATF) granted authority to the Department of Public Works and Highways (DPWH) to issue Construction Safety Guidelines for allowed government and private construction projects.

1.15.5 All personnel assigned to the project are expected to report for work in their proper uniforms, basic safety gear (helmets, boots, or shoes), and identification cards (IDs). The

uniforms, basic safety gear, and IDs shall be provided by the Contractor at his/her own expense.

- 1.15.6 The Contractor shall establish and implement safety procedures for all relevant jobs, tasks, and operations.
- 1.15.7 The Contractor shall erect temporary barricades, install early warning and precautionary signs, and provide other safety devices that may be required to keep the job site safe and secured. Use roof sheet or plywood for temporary barricade with standard height and stable framing within the construction site as indicated in the plan: do not use "Blue Sack".
- 1.15.8 The Contractor shall maintain, at the project site, ample supplies of expendable materials for the safety and health of its personnel and other affected parties such as safety tape, first-aid kits, safety gloves, dust masks, etc., the cost of which shall be included in the contract price.
- 1.15.9 The Contractor shall keep a record of all incidents (near-miss or accident) and report the same to the TSU Architect/Engineer.

## **SECTION 2 – DISMANTLING, HAULING, AND REPAIR WORKS**

### **3.1. SCOPE OF WORK**

- 3.1.1 This scope shall include dismantling, clearing, and hauling of all existing equipment and components including the repair of all affected areas/structures required to complete the project.

### **3.2 PREVENTION OF DAMAGE TO ADJOINING PROPERTY**

- 3.2.1 The Contractor shall exercise all care to the project and maintain adjacent properties, tress, materials, and other facilities such as conduits, drains, sewers, pipes, and other wires that are to remain in the property and shall restore without cost to TSU all property that may be damaged for whatever reason in the execution of the work.

### **3.3 HAULING AND DISPOSAL**

- 3.3.1 All unusable materials and debris shall be removed from the premises and be disposed in the location approved by TSU. All materials, equipment, components, accessories, and wires that can be reused shall be hauled and arranged properly by the Contractor before turning them over to TSU.

## **SECTION 3 – MECHANICAL WORKS**

### **3.1 SCOPE OF WORK**

- 3.1.1 This specification covers the furnishing of materials, components, labor and equipment including necessary services to complete the supply and installation of the passenger elevator system.
- 3.1.2 The Passenger Elevator System shall be in accordance with the following code and regulations.
  - 3.1.2.1 National Building Code of the Philippines

3.1.2.2 Philippine Mechanical Code 2012

3.1.2.3 ASME A17.1 – Safety Code for Elevators and Escalators

3.1.2.4 ANSI 17.1 – Safety Code for Elevators and Escalators

3.1.2.5 EN81 – European Standard

3.1.2.6 AWS – American Welding Society

3.1.2.7 ASTM – American Society for Testing and Materials

3.1.2.8 NEMA – National Electrical Manufacturer Association

3.1.3 Removal of all-metal flooring inside the elevator shaft. Any damage to other part/s of the building due to removal/ demolition of metal flooring shall be restored/ repaired by the contractor.

3.1.4 Supply and installation of controls, cables, wires, panel boards, and other accessories for complete installation and repair.

3.1.5 Contractor shall provide shop drawings for approval prior to delivery and installation of the materials, components, and equipment.

3.1.6 Contractor shall provide the three-phase electrical supply line and waterproofed socket (three-phase) at elevator pit, electrical circuit breaker at the top floor and all the necessary electrical materials, wirings, conduits and accessories from the tapping point.

3.1.7 All wires and cables shall be copper. No aluminum wires shall be used. All wire sizes and types shall be computed and signed and sealed by Professional Electrical Engineer and complied with the PEC.

3.1.8 Conduit size and radius of curvature which complies with the PEC.

3.1.9 Electrical materials shall conform to standards and specifications set by the following where such standards and specifications have been established for the type of materials or equipment in question:

3.1.9.1 U.S. National Board of Fire Underwriter

3.1.9.2 U.S. Underwriter Laboratories

3.1.9.3 National Electric Manufacturer's Association

3.1.9.4 Insulated Power Cable Engineer's Association

3.1.9.5 American Standard Association

3.1.9.6 Philippine Bureau of Products Standard, DTI

## 3.2 SUBMITTALS

### 3.2.1 Manufacturer's Brochures, Samples, and Shop Drawings

Submit shop drawings and manufacturer's brochures for approval before delivery of equipment and materials. Drawings and brochures shall contain enough detailed information to determine that the equipment conforms to the requirement of this specification.

### 3.2.2 Operation and Maintenance Instruction

Four (4) complete sets of bound operating and maintenance instructions for the passenger elevator manufacturer's format shall be furnished specifically for the installation. The operation portion may be detailed information relative to type, method, sequence of controls, and operation, with illustrations to prevent misinterpretation. Maintenance instructions shall include complete data for servicing the complete system, lubricating, repairing, identifying, and ordering all replacement parts.

### 3.2.3 Wiring Diagram and Sequence of Operations

Furnish four (4) sets of complete wiring diagrams and sequence of operations showing the electrical connections and functions of all apparatus connected with the passenger elevator, both in the machine room, hall, and hoist way at the time of final inspection. One (1) set shall be plastic/glass-covered, framed, and mounted in the elevator machine room. The other three (3) sets shall be delivered to the FDMO Architects/Engineers, Maintenance, and End-User.

## 3.3 QUALITY ASSURANCE

3.3.1 Manufacturer: The elevator manufacturer shall be ISO 9001 certified.

3.3.2 Installer: Elevator shall be installed by the manufacturer or an authorized representative who is trained and approved by the manufacturer.

## 3.4 SPECIFICATIONS

3.4.1 The Passenger Elevator System shall have the following specifications specified in the Table I: Elevator Specifications

**Table I: Elevator Specifications**

No.	Item	Specifications
<b>A. Main parameters</b>		
1	Rated load	1200 kg
2	Number of Persons	10 to 14
3	Rated Speed	1.0 m/s (60 m/min)
4	Driving	VVVF Traction drive
5	F/S/D	5 floors/ 5stops/ 5doors
6	Travel	13.6 m
7	Power	Motor 220 V, 60 Hz, 3 phase, Voltage fluctuation +7%, 9.2 kW, Lighting 220 V,60 Hz, single phase
8	Control system	Simplex
9	Main floor	1, 2, 3, 4, 5



<b>B. Shaft</b>		
1	Construction	Concrete
2	Shaft Size	W = 2770 mm      D = 1860 mm
3	Pit Depth	1450 mm
4	Overhead	4250 mm
<b>C. Motor system</b>		
1	Traction machine	Permanent magnet synchronous gearless traction machine
2	Machine room	Machine Room Less
<b>D. Door system</b>		
1	Car door	
1.1	Entrance	Central Opening
1.2	Open style	Central Opening
1.3	Door size	900mm × 2100mm
1.4	Operator	Variable frequency control
1.5	Finish	Hairline stainless steel
2	Landing Door	
2.1	Panel	Hairline stainless steel
2.2	Jamb	Narrow, St/St Hairline
<b>E. Car System</b>		
1	Car size	W:18000 mm × D:1700 mm × H:2300 mm
2	Car Finish	
2.1	Rear wall finish	Laminated Safety Glass
2.2	Side wall finish	Hairline stainless steel
2.3	Front wall finish	Hairline stainless steel
2.4	Floor finish	Porcelain tiles
3	Operation panel: COP & HOP	
3.1	Button	1, 2, 3, 4, 5
3.2	Indicator	1, 2, 3, 4, 5
<b>F. Standard Function</b>		
1	No call back to main floor	
2	Set landing door & car door time	
3	Door close time protection	
4	Door open & close button	
5	Fireman switch	
6	Car emergency light	
7	Full collective	
8	Floor (number) indicator	
9	Car call panel & hall call panel	
10	Direction indicator	
11	Independent service	
12	Full load bypass	
13	Overload protection (warning light & buzzer)	
14	Run time indicator	
15	Car manual ventilation & lighting automatic control	
16	Failure automatic inspection	
17	Alarm	
18	Light screens protect	
19	Cancel wrong order	
20	In stop	
<b>G. Additional Function</b>		
1	Auto Rescue Device	
2	Automatic Voltage Regulator	

3

Voice Annunciator

**Configuration Components**

Traction Machine

Control System

Door System

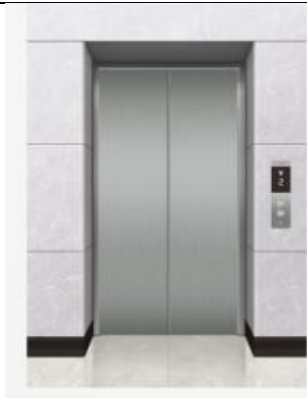
Guide Rail



Cabin/Car (Rear Wall - Laminated Safety Glass)



Landing Door



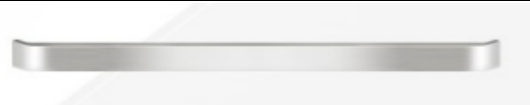
COP/HOP



Floor (Porcelain Tile)



Handrail



Ceiling



### 3.5 DELIVERY, STORAGE, AND HANDLING

- 3.5.1 Deliver the materials, components, and equipment in the manufacturer's protective packaging. Store all the delivered items off ground, undercover, and in a dry location.
- 3.5.2 Deliver materials in original package, containers, skid loads, or bundles bearing brand names and identification of source of manufacturer or supply.
- 3.5.3 Delivered materials, components, and equipment shall protected from weather, direct sunlight, surface damage, corrosion, and construction traffic activity.
- 3.5.4 Installer shall make necessary provisions to protect systems from damage, deterioration, and environmental conditions during installation and until the elevator systems is fully operational.
- 3.5.5 Handle the materials with caution to prevent damage to edges, ends, surfaces, and finishes.

### 3.6 COORDINATION

- 3.6.1 Coordinate installation of inserts, sleeves, block outs, elevator equipment with integral anchors, and other items that are embedded in concrete or masonry for elevator equipment. Furnish templates, inserts, sleeves, elevator equipment with integral anchors, and installation instructions and delivery to project site in time for installation.
- 3.6.2 Coordinate locations and dimension of work specified in other sections that relates to mechanical and electric traction elevators including pit ladders; sumps and floor drains in pits; entrance subsills, electrical service, and electrical outlets, lights, and switches in hoist ways and pits.

### 3.7 PRODUCT

- 3.7.1 The Passenger Elevator System shall be a product of reliable and experienced manufacturer providing the most up-to-date technology, safety, quality, and regular service maintenance.
- 3.7.2 All materials, components and equipment of passenger elevator system shall be brand new.
- 3.7.3 Working parts shall be accessible for inspection, servicing, and repair.

### 3.8 EXECUTION

- 3.8.1 Installation shall be complied with manufacturer's written instructions.
- 3.8.2 Welded Construction or Installation: Provide welded connection for installing elevator work where bolted connections are not required for subsequence removal or for worn parts. Comply with AWS standards for workmanship and for welding operations.
- 3.8.3 Sound Isolation: Mount rotating and vibrating equipment on vibration-isolation mounts to minimize vibration transmission to structure and structure-borne noise due to elevator system.
- 3.8.4 Lubricate operating parts of systems, including ropes, as recommended by manufacturers.

- 3.8.5 Alignment: Coordinate installation of hoist way entrances with installation of elevator guide rails for accurate alignment of entrances with car. Where possible, delay final adjustment of sills and doors until car is operable in shaft. Reduce clearance to minimum, safe, workable dimension at each landing.
- 3.8.6 Leveling Tolerance: 1/8 inch (3mm), up or down, regardless of load and travel direction.
- 3.8.7 Set sills flush with finished floor surface and landing. Fill space under sill solidly with non-shrink, nonmetallic grout.

### 3.9 WARRANTY

- 3.9.1 Contractor's Warranty: Contractor agrees to repair, restore, or replace elevator (labor and materials) that fails in materials or workmanship within specified warranty period.
  - 3.9.1.1 Failures include, but are not limited to, operation or control system failure, including excessive malfunctions; performances below specified ratings, excessive wear, unusual deterioration or aging of materials or finishes; unsafe conditions; need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions.
  - 3.9.1.2 Warranty Period: 1 year from the date of final acceptance and include the quarterly maintenance visits for period of one (1) year.
- 3.9.2 The elevator Contractor/Manufacturer shall respond to emergency service request within 24 hours.
- 3.9.3 The Contractor shall propose Preventive Maintenance Contract six (6) months before the end date of the warranty period.

### 3.10 FINAL INSPECTION AND TESTING

#### 3.10.1 GENERAL

- 3.10.1.1 After installation, the Installer shall inspect and test each elevator and related equipment to Owner's satisfaction that operations of every part of the equipment complies with this specification and with applicable of ANSI A17.1 including sound level criteria specified herein. Installer shall provide all instrument, materials, and labor required for test specified herein.

#### 3.10.2 ACCEPTANCE TESTING

- 3.10.2.1 Inspect and test the elevator and related equipment to the Owner's satisfaction that operation of every part of equipment complies with applicable requirements of ASME/ANSI A17.1 and local codes.
- 3.10.2.2 Full Load Run Test: Run Elevator continuously a minimum of four (4) hours with full specified rated load, during which time car shall be stopped at the top and bottom landings with a minimum standing period of 10 seconds at each landing.
- 3.10.2.3 Speed Test: Make tests before and after full load tests. Using a tachometer on the guide rail, determine the actual speed of the car in both directions of travel, both with a full-specified rated load and no-load in the car.

3.10.2.4 Acceptance: Elevator acceptance will be based upon elevators meeting the requirements of Contract Documents and upon evidence of passing specified acceptance tests and inspection. Final testing will be after the elevator is connected to permanent power.

3.10.2.5 Test reports: Within five (5) days after completion of a test, submit a test report stating the type of test, test requirements, failures, or problems, and name of certifying Engineer and Title. Safety device failure or defective equipment shall be identified, with the description of the cause and corrective action taken.

### 3.11 RE-INSPECTION

3.12.1 If any equipment is found to be damaged or defective, or if the performance of the elevator does not conform to the requirements of the contract specifications or the Safety Code, no approval or acceptance of elevator shall be issued until all defects have been corrected. When the repair and adjustments have been completed and the discrepancies corrected, the Owner and Owner's Representative shall be notified, and the elevator will be re-inspected. Rejected elevator shall not be used until it has been re-inspected and approved.

### 3.12 TRAINING PROGRAM

3.12.1 Provide 8 hours of orientation and training to designated TSU personnel on basic features, elevator operation, emergency features, proper reporting of accidents, and elevator shutdown and maintenance procedures.

## Section VII. Drawings

13. Please refer to the PDF file named “Drawings” in the folder “**Replacement of Elevator of TSU Hotel**” at the TSU website: [www.tsu.edu.ph](http://www.tsu.edu.ph) / <https://www.tsu.edu.ph/opportunities/bid-opportunities/2022-bid-opportunities/>

# Section VIII. Bill of Quantities

## 1. General

- 1.1. The Bill of Quantities (BOQ) shall be read and construed in conjunction with the Conditions of Contract, Specifications, and Drawings and the Bidder shall provide the prices for the full scope of the work covered by the Contract. No claim for variations shall be considered on account of the Bidder's failure to comply with this provision.
- 1.2. Although the BOQ was prepared with due diligence, all quantities given therein shall be deemed to be estimated quantities and are not guaranteed to be actual and correct. The Bidder shall be deemed to have checked and verified the quantities in the preparation of his/her Bid. Any claim whatsoever for any positive variation in the actual quantities furnished versus the BOQ shall not be accepted, unless stipulated elsewhere in the Contract. Upon award of the Contract, the priced BOQ shall be used solely for evaluating work accomplishment payments due to the Contactor.
- 1.3. The Bidder shall check that each copy of the BOQ is complete in the number of pages and in the reproduction of each page.
- 1.4. The descriptions in the Bill of Quantities may not be complete and the Bidder must refer to the Specifications and Drawings.
- 1.5. The Bidder shall not change any description or specification, and remove or omit any of the item, or part of any of the item of the BOQ without the proper notification of the authorized person of TSU.
- 1.6. Prices shall be given in Philippine Peso taken to two decimal places. A comma shall be used to separate triple digits and a point or dot to separate the decimal portion (e.g., 1,355,076.45)
- 1.7. Identical work items occurring in separate sections shall not be priced at different rates, unless it is the deliberate intention.

## 2. Units

Symbol	Unit	Description
lot	lot	Although not a standard unit of measure, in this BOQ it shall be construed as a collection of all the materials (accessory, fitting, fixture, consumable, etc.) required for a particular scope of work
m <sup>2</sup>	square meter	Area; it shall be construed as the coverage area or surface area
m <sup>3</sup>	cubic meter	Volume
pc	piece	Used for discrete or countable materials
set	set	Although not a standard unit of measure, in this BOQ it shall be construed as the complete set of the major material component and its auxiliaries or accessories to be operational or functional

## 3. Rates

Rates and Prices shall be all inclusive, comprehensive, and include the following:

- 3.1. All obligations imposed by the Contract,
- 3.2. Complying in every respect with the requirements and the considerations of the Specifications and Drawings,
- 3.3. Labor for all scope of works and all associated costs,
- 3.4. Materials and goods and all associated costs,
- 3.5. Use of equipment and tools,
- 3.6. Any additional labor usually associated with measured items.
- 3.7. All necessary protection of the Works and removal of all temporary coverings and supports,
- 3.8. All utilities such as electricity, water, etc.,
- 3.9. Repair works on all damaged portions affected by the Works,
- 3.10. Cleaning of site, cleaning, and hauling of debris,
- 3.11. All safety and health aspects of the Works,
- 3.12. All required materials tests and its associated costs,
- 3.13. All applicable taxes, duties, charges, and relevant permits,
- 3.14. Overhead & profit.

#### **4. Bidder's Priced Bill of Quantities**

14. The Bidder shall use the **Bill of Quantities** in **Section X. Bidding Forms** or may download the form in Microsoft Excel format provided in the File Folder "**Replacement of Elevator of TSU Hotel**" with the file name "**Bill of Quantities**", from the TSU website: <https://www.tsu.edu.ph/opportunities/bid-opportunities/2022-bid-opportunities/> for the presentation of the detailed breakdown of his/her **Bid Price**.

- 4.1. The Bidder shall provide the following information or data in the spaces provided

- 4.1.1. [*Bidder's Letterhead*],
- 4.1.2. [*Date*],
- 4.1.3. [*Signature*],
- 4.1.4. [*Name of Authorized Signatory*], and
- 4.1.5. [*Title/Position of Authorized Signatory*].

- 4.2. The contents of the following columns shall not be altered or removed: Column Heading (column number)

- 4.2.1. **Item No. (1)**,
- 4.2.2. **Work Description (2)**,



4.2.3. **Work Item Qty. (3)**, and

4.2.4. **Work Item Unit (4)**.

4.3. For the rows with entries in the columns **5** and **6**, the Bidder shall provide the following prices, in Philippine peso, in the appropriate columns: Column Heading (column number)

4.3.1. **Direct Cost (5)** – the aggregate cost of materials, labor, and equipment utilization,

4.3.2. **Indirect Cost (6)** – the sum of overhead cost, contingency, miscellaneous, and profit,

4.3.3. **Total Direct & Indirect Cost (7)** – the sum of the values in columns **(5)** and **(6)**,

4.3.4. **Value Added Tax (8)** – the tax to be charged for the work item,

4.3.5. **Total Cost (9)** – the sum of the values in columns **(7)**, and **(8)**, and

4.4. The Sub-Total for every work cluster shall be the sum of all priced items included in that section.

4.5. The Total Bid Price shall be the sum of all the total cost for the priced work items and shall be stated in words and figures in the spaces provided at the bottom row of the table.

4.6. The Bid shall be deemed “**non-responsive**” if a price is required for a work item, but no price is indicated. Placing a zero (0) or a dash (-) in the cells that requires prices shall be interpreted to mean that the work item is being offered at no cost or for free by the Bidder.

4.7. The printed Priced BOQ shall be duly signed and all pages must bear the signature or initial of the authorized signatory of the Bidder.

## 5. Detailed Estimate

15. The specific costs (Material, Labor & Equipment, etc.) for the work items in the Priced BOQ shall be obtained from the detailed estimates using the form for **Detailed Unit Price Analysis** provided in **Section X. Bidding Forms**, or the Bidder may download the form in Microsoft Excel format provided in the File Folder “**Replacement of Elevator of TSU Hotel**” with the file name “**DUPA**”, from the TSU website: <https://www.tsu.edu.ph/opportunities/bid-opportunities/2022-bid-opportunities/>

5.1. The unit Man-Days used in the DUPA shall mean the number of days for one man to complete the task or for the number of men required to complete the task in one day (e.g., 8 Man-Days = 1 Man x 8 Days = 2 Men x 4 Days = 4 Men x 2 Days = 8 Men x 1 Day).

## 6. Bidder’s Responsibility

6.1. It shall be the responsibility of the Bidder to verify that the unit and quantity indicated in the DUPA for a particular work item are the same as those in the BOQ for the same work item.

## Section IX. Checklist of Technical and Financial Documents

This Checklist of Technical and Financial Documents is provided to guide the Bidder in preparing his/her bid. The checklist may be used by the Bidder to verify if the Bid includes all the prescribed documents.

The Bidder, in submitting the required documents, must use the prescribed forms found in Section X. Bidding Forms. However, should a bidder choose to use a different formatting style for a required document, the bidder must ensure that the substance in the form given in Section X for that particular document is substantially captured in the equivalent document.

<b>A. Eligibility and Technical Documents</b> ( <i>Contents of Envelope 1</i> )	
<input type="checkbox"/>	1. Photocopy of valid PhilGEPS Certificate of Registration (Revised and updated in accordance with GPPB Resolution No. 15-2021)
<input type="checkbox"/>	2. Photocopy of valid Certificate of Registration from SEC, DTI, or CDA, whichever is applicable
<input type="checkbox"/>	3. Photocopy of valid Mayor's/Business Permit
<input type="checkbox"/>	4. Photocopy of valid Tax Clearance
<input type="checkbox"/>	5. Statement of all on-going government and private contracts, including contracts awarded but not yet started, if any
<input type="checkbox"/>	6. Statement of Single Largest Completed Contract (SLCC), similar to the contract to be bid, in accordance with BDS clause 5.2
<input type="checkbox"/>	7. Audited Financial Statements stamped "received" by the BIR or its duly accredited and authorized institutions
<input type="checkbox"/>	8. NFCC computation
<input type="checkbox"/>	9. Photocopy of valid PCAB License and Registration
<input type="checkbox"/>	10. <i>If applicable</i> , a valid Joint Venture Agreement (JVA), in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful
<input type="checkbox"/>	11. Bid Securing Declaration or Bid Security, in the form, amount and validity period, as prescribed in ITB Clause 15.1
<input type="checkbox"/>	12. Organizational Chart for the contract which shall be duly signed
<input type="checkbox"/>	13. List of the Contractor's key personnel to be assigned to the contract to be bid, with their Curriculum Vitae, which shall be duly signed
<input type="checkbox"/>	14. List of the Contractor's equipment to be pledged to the contract to be bid, which shall be duly signed
<input type="checkbox"/>	15. Omnibus Sworn Statement, which shall be duly notarized
<b>B. Financial Documents</b> ( <i>Contents of Envelope 2</i> )	
<input type="checkbox"/>	1. Financial Bid Form in the prescribed form
<input type="checkbox"/>	2. Bid Prices in the Bill of Quantities
<input type="checkbox"/>	3. Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid
<input type="checkbox"/>	4. Cash flow by quarter or payment schedule

# Section X. Bidding Forms

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**Note:** There is no TSU prescribed form. The Bidder may follow any appropriate format. However, the required Key Personnel must be reflected in the Chart and it shall be duly signed.

- |  |    |
|--|----|
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**Note:** Bidder should download and use the **Bill of Quantities** in Microsoft Excel format provided in the File Folder "**Replacement of Elevator of TSU Hotel**" with the file name "**Bill of Quantities**" from the TSU website: [www.tsu.edu.ph](http://www.tsu.edu.ph).

- |   |  |
|---|--|
| 3. Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid. |  |
|---|--|

**Note:** Bidder should download and use the **Detailed Unit Price Analysis** in Microsoft Excel format provided in the File Folder "**Replacement of Elevator of TSU Hotel**" with the file name "**DUPA**" from the TSU website: [www.tsu.edu.ph](http://www.tsu.edu.ph).

- |   |  |
|---|--|
| 4. Cash Flow by quarter or payment schedule |  |
|---|--|

**Note:** There is no TSU prescribed form. The Bidder may use any appropriate form which must be duly signed.



# *[Bidder's Letterhead]*

[Date]

To: Tarlac State University  
Re: Invitation to Bid No.

## **Statement of Single Largest Completed Contract Similar to the Contract to be Bid**

Row 1: Name of Contract Row 2: Location	Contract Price	Row 1: Procuring Entity/Owner Row 2: Address Row 3: Contact Person/Tel. No.	Nature of Work	Contract Duration	Date of Award	Date Started	Date Completed

Attached herewith are the following documents: Contract Agreement, Notice of Award, Notice to Proceed, Certificate of Final Inspection, Certificate of Acceptance, and CPES (or equivalent performance evaluation rating), as evidence in support of the foregoing information.

I/We certify that the foregoing information and all the supporting documents are true and correct.

[Signature]  
[Name of Bidder or Authorized Representative]  
[Position or Title]

# [Bidder's Letterhead]

[Date]

To: Tarlac State University  
Re: Invitation to Bid No.

## NET FINANCIAL CONTRACTING CAPACITY

Based on our Income Tax Return and Audited Financial Statement for the Fiscal Year [YEAR], duly submitted to the Bureau of Internal Revenue, and which form part of our Bid, the summary of our firm's financial condition is as given below:

		Year [YEAR]
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

Based on the aforementioned data and the Value of Outstanding Works from the Statement of All Ongoing Government and Private Contracts, which also form part of our Bid, our Net Financial Contracting Capacity (NFCC) is:

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

**NFCC** =

I/We certify that the foregoing information and all of the supporting documents are true and correct.

[Signature]  
[Name of Bidder or Authorized Representative]  
[Position or Title]

## Bid-Securing Declaration

Republic of the Philippines  
City/Municipality Of \_\_\_\_\_ ) S.S.

x ----- x

**Invitation to Bid** [*Insert reference number*]

To: **Tarlac State University**

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*].

[*Signature*]  
[*Name of Bidder's Authorized Representative*]  
[*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 and Signature of Notary Public]*

**Serial No. of Commission** \_\_\_\_\_

**Notary Public for** \_\_\_\_\_ **until** \_\_\_\_\_

**Roll of Attorneys No.** \_\_\_\_\_

**PTR No.**\_, *[date issued]*, *[place issued]*

**IBP No.**\_, *[date issued]*, *[place issued]*

**Doc. No.** \_\_\_\_

**Page No. Book**

**No. Series of** \_.



# *[Bidder's Letterhead]*

[Date]

To: Tarlac State University  
Re: Invitation to Bid No.

We certify that, if the Contract covered by the aforementioned Invitation to Bid is awarded to [BIDDER], we shall employ the following persons to occupy the key positions of the workforce which shall be deployed to implement the project.

<b>LIST OF KEY PERSONNEL</b>		
<b>Name</b>	<b>Position</b>	<b>Duties and Responsibilities</b>
	Project Engineer	
	Safety Officer	
	Elevator Technician/Installer	
	Welder	

Attached herewith are the Curriculum Vitae of the above-named persons for your evaluation.

[Signature]  
[Name of Bidder/Authorized Representative]

# [Bidder's Letterhead]

[Date]

To: Tarlac State University  
 Re: Invitation to Bid No.

## CURRICULUM VITAE OF KEY PERSONNEL

POSITION			NAME		
DATE OF BIRTH	HEIGHT	WEIGHT	SEX	CIVIL STATUS	NATIONALITY
PROFESSION			PRC ID NO.	DATE OF REGISTRATION	VALID UNTIL
HOME ADDRESS			CURRENT STATUS OF EMPLOYMENT		
			COMPANY/ ADDRESS	POSITION	
<b>RELEVANT WORK EXPERIENCE</b>					
COMPANY/ADDRESS	POSITION	BRIEF JOB DESCRIPTION		INCLUSIVE DATES	
<b>RELEVANT TRAININGS</b>					
TITLE OF TRAINING	INCLUSIVE DATES	PLACE	TRAINING PROVIDER		
<b>EDUCATIONAL QUALIFICATIONS</b>					
DEGREE EARNED (Please enumerate all; if not a college graduate, indicate highest level of education earned)		YEAR GRADUATED	NAME OF INSTITUTION		

I certify that the information furnished above are true and correct and that I have voluntarily furnished the foregoing information on my own free will.

I further certify that, if the Contract covered by the aforementioned Invitation to Bid is awarded to [BIDDER], I shall willingly assume the position of [POSITION] for the [BIDDER].

[Signature]  
[Name of Prospective Key Personnel]

We certify that, if the Contract covered by the aforementioned Invitation to Bid is awarded to [BIDDER], we shall engage the services of [Name of Prospective Key Personnel] as the [POSITION] for the entire duration of the project covered by the Contract, in accordance with the law.

[Signature]  
[Name of Bidder/Authorized Representative]  
[Position or Title]

# [Bidder's Letterhead]

[Date]

To: Tarlac State University

Re: Invitation to Bid No.

We certify that, if the Contract covered by the aforementioned Invitation to Bid is awarded to [BIDDER], we shall provide and use the equipment listed below in the implementation of the project.

16. List of Major Equipment									
		Qty.	Model/Year Manufactured	Capacity/Size	Plate No. (if applicable)	Motor No./Body No. (if applicable)	Present Location	Condition	Mode of Acquisition (Owned or Leased)
1.									
2.									
4.									
6.									
7.									
8.									
9.									
10.									

Attached herewith are the *Certificate(s) of Registration, Official Receipt(s), and Lease Agreement(s)* for the aforementioned equipment.

[Signature]

[Name of Bidder or Authorized Representative]

[Position or Title]

## Omnibus Sworn Statement (Revised)

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

### A F F I D A V I T

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

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

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

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

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

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

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

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

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_ day of \_\_\_ 20\_\_ at \_\_\_\_\_, Philippines.

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

# [Bidder's Letterhead]

[Date]

## FINANCIAL BID FORM

To: Tarlac State University  
Re: Invitation to Bid No: Infra 01-004-2021

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract [insert name of contract];
- (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 <sup>44</sup>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 [Name of Project] of the [Name of the Procuring Entity].**
- (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: \_\_\_\_\_