**PHILIPPINE BIDDING DOCUMENTS** 

# Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

<u>"Design, Supply, Installation, Testing, and</u> <u>Commissioning of One Passenger Elevator for the</u> <u>UPTC Library Building"</u> (UPTC IB NO. 2024-09)

> Sixth Edition July 2020

### Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the "Works") through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or - controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv)the obligations, duties, and/or functions of the winning Bidder.

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract.

For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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### *Glossary of Terms, Abbreviations, and Acronyms*

**ABC** – Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI –** Consumer Price Index.

**DOLE –** Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

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

LGUs – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA –** National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA –** Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.

Section I. Invitation to Bid



### INVITATION TO BID FOR

### "Design, Supply, Installation, Testing, and Commissioning of One Passenger Elevator for the UPTC Library Building" (UPTC IB NO. 2024-09)

- 1. The University of the Philippines Tacloban College through theReprogrammed Funds (1365<sup>th</sup> BOR) FY 2021 intends to apply the sum oFive Million Pesos (₱5,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Design, Supply, Installation, Testing, and Commissioning of One Passenger Elevator for the UPTC Library Building (UPTC IB NO. 2024-09). Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The University of the Philippines Tacloban College now invites bids for the above Procurement Project. Completion of the Works is required within 120 calendar days from receipt of Notice to Proceed. 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).
- 3. Bidding will be conducted through open competitive bidding procedures using nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Interested bidders may obtain further information from University of the Philippines Tacloban College and inspect the Bidding Documents at the address given below from Monday to Friday at 8:00 AM to 5:00PM.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on 29 August 2024 to 23 September 2024 from given address and website/s below and upopayment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (\$\$5,000.00\$). If prospective bidders opt to pay online or through bank deposit, they may email a copy of the deposit slip or confirmation slip as proof of payment for the fees. Please see Annex 1 (last page) for bank details and further payment instructions.
- 6. The University of the Philippines Tacloban College will hold a Pre-Bid Conference<sup>1</sup> on 06 September 2024 at 10:00 AM, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before 23 September 2024 at 10:00 AM. Late bids shall not be accepted.

May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
- 9. Bid opening shall be on 23 September 2024, 10:00 AM at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. Site inspection is a requirement. Certificate of Site Inspection shall be obtained from the Campus Maintenance and Development Office.
- 11. The bidder should have completed at least two (2) projects in the last five (5) years involving the construction of elevator shafts, installation, testing and commissioning of passenger elevator systems.
- 12. The University of the Philippines Tacloban College 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 13. For further information, please refer to: BAC Secretariat UP Tacloban College Magsaysay Boulevard, Tacloban City 6500 bacsecretariat.uptacloban@up.edu.ph Telephone Nos. (053) 832-2897
- 14. You may visit the following websites:

For downloading of Bidding Documents:

https://notices.philgeps.gov.ph/

https://www.uptacloban.edu.ph/bids-and-awards/

29 August 2024

ARVIN L. DE VEYRA

BAC Chairperson

Section II. Instructions to Bidders

### 1. Scope of Bid

The Procuring Entity, University of the Philippines Tacloban College invites Bids for the Design, Supply, Installation, Testing, and Commissioning of One Passenger Elevator for the UPTC Library Building with Project Identification Number UPTC IB NO. 2024-09.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

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 FY 2021 in the amount of Five Million Pesos (\$\$5,000,000.00).
- 2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

### 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

### 4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

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

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

### 6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

### 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
- 7.2 The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.
- 7.3 Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**.

### 9. Clarification and Amendment of Bidding Documents

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section 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 special PCAB License and registration for the type and cost of the contract for this Project, shall be required. 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 *120 days from the date of opening of bids*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

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

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

### 17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 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 15 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

# **Bid Data Sheet**

	Did Data Offeet
ITB Clause	
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: Construction of elevator shafts, installation, testing and commissioning of passenger elevator systems
7.1	Subcontracting is allowed. All work to be subcontracted shall be declared by the contractor and shall be approved by the Procuring Entity.
7.2	The supplier must identify its subcontractor within five (5) calendar days from receipt of NTP. The said subcontractor should be approved by the Procuring Entity. The said subcontractor's legal, technical, and financial documents shall be submitted within five (5) calendar days from the date the Procuring Entity has approved the subcontractor. (referring to Sec 23.1 of the IRR of RA9184)
10.3	The bidder must have a valid PCAB license with at least Small B category, and specialty in Elevator or Escalator (SP-ES)
10.4	The key personnel must meet the required minimum years of experience set below: The Contractor shall appoint one (1) senior supervisor and one (1) safety officer
10.5	<ul> <li>Fine contractor shall appoint one (r) senior supervisor and one (r) safety officer</li> <li>posted at the site on a full time basis. Such supervisor shall be either a</li> <li>Mechanical, Electrical. and Civil Engineers by qualification and</li> <li>has been assigned in the same capacity to at least two (2) completed projects in</li> <li>the last five (5) years involving the construction of elevator shafts. installation.</li> <li>testing and commissioning of passenger elevator system.</li> <li>Further, the contractor should assign the following:</li> <li>Foreman, with at least one-year relevant experience;</li> <li>Skilled mason, with at least one-year relevant experience;</li> <li>Electrician, with at least one-year relevant experience;</li> <li>Laborer</li> <li>The minimum major equipment requirements are the following:</li> </ul>
10.5	Crane boom or fork lift Bagger mixer Jack hammer or demolition hammer
12	No further instructions.
15.1	<ul> <li>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</li> <li>a. The amount of not less than ₱100,000.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> </ul>
	b. The amount of not less than ₱250,000.00, if bid security is in Surety Bond.

16	Each Bidder shall submit one (1) original copy of the first and second
	components of its Bid.
	The Procuring Entity requests for two (2) additional hard copies of the Bid.
	However, failure of the Bidders to comply with the said request shall not be a
	ground for disqualification.
19.2	Partial bid is not allowed
20	No further instructions
21	The Contractor shall submit the following within 20 calendar days upon receipt
	of Notice to Proceed:
	Project Implementation Plan (PIP),
	Safety Health Programs and Construction Method/Procedures,
	Detailed Work Plan (WP)
	(Refer to Terms of Reference page 3, section IV, item H)

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.

# **Special Conditions of Contract**

GCC Clause	
2	Not applicable
3.1	Upon issuance of Notice to Proceed
6	The site investigation reports are: none
7.2	Refer to Terms of Reference page 10, section V, item L. Post Installation Service Warranty
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the following within 20 calendar days upon receipt of Notice to Proceed: Project Implementation Plan (PIP),
	Safety Health Programs and Construction Method/Procedures, Detailed Work Plan (WP) (Refer to Terms of Reference page 3, section IV, item H)
11.2	No further instructions
13	The amount of the advance payment <i>shall not exceed 15% of the total contract price and schedule of payment.</i>
14	Refer to Terms of Reference page 13, section V. item P
15.1	Refer to Terms of Reference page 5, section V, item B.2
15.2	Release of Final Payment is subject to the submission of the "as built" drawings to be certified by UPTC's authorized representative/s.

Section VI. Specifications

Specifications:

1.0 Construction of elevator shaft

1.a Demolition of portion of 1 span of ground floor library concrete steps, ramp, concrete canopy, 2F and 3F slab, and concrete walls that will be affected for the construction of elevator shaft. Transfer demolished concrete to the designated area for proper disposal.

1.b Excavation work for the elevator shaft foundation and elevator pit as specified by the elevator supplier.

1.c Reinforce concrete elevator shaft with 200mm thickness with 12mm DSB vertical bars spaced @200mm on center both ways, 10mm DSB horizontal bars and 10mm DSB hook bars spaced @ 200mm both ways. Use class A concrete mixture of cement 1:2:4. Remove affected steel casement windows and replace with 6 "x 8" x 16" CHB walls, plastered and painted finish. Stiffener column shall be installed to connect the elevator shaft walls to the existing building and shall be anchored to the column beams. Concrete or steel partition (lintel beam) or immediate supporting beams (ring beam) in the hoist way, fitting interval or beams shall be kept within 2.0m. Use 6mm x 2" x 2" angle bar for the fabrication and installation of monkey ladder to be installed at the side of the elevator shaft to provide access to the roof deck for maintenance services. Steel ladder shall be painted with epoxy primer and painted finish.

Additional requirement of civil works:

- Elevator hoist way properly framed and encloses
- Pit of adequate depth within drains and waterproofing
- Machine room of adequate size with concrete doors, wall, access, ladders or hooks
- Piping and wiring to receiving panel in the machine room for normal and emergency power, lighting, and earthing
- Disconnect switch for main power source and lighting source
- Lighting equipment in the pit and machine room
- Ventilating equipment to maintain 40 degrees centigrade or less temperature in the machine room
- The entrance in the machine room for carrying machines and other equipment in the machine room under construction
- Grouting finish after placement of traction and other equipment in the machine room
- Access ladder in the pit

- Block outs such as entrance for the car and holes for the indicator, hall buttons, etc., on the wall of the hoist way
- Plucking angle steel/concrete projection for fitting sill at the entrance for the car at each landing
- Finishing of the hall entrance wall, floor and other construction at each landing after installation
- Protective cover (hardboard panel or similar) for entrance parts, car door, car wall and car floors
- Sufficient storage warehouse at the ground floor for storing the equipment approximately 3-10 meters away from the elevator shaft which will be used during the duration of the installation works
- Main power and lighting including emergency cables, circuit breakers and materials for piping, wiring and ducting outside the hoist way and machine room
- Heavy equipment for erection works such as tower crane for lighting of traction machine/panels, fork lift and freight car if necessary
- Provide/install scaffoldings
- Laying of conduit and wiring between the elevator pit and the termination point for the emergency bell, intercom, warning panel, etc.
- Temporary electric power for starting, testing and adjusting the elevator equipment
- Hoist way light within 2 floors apart
- Security of the elevator equipment, parts, tools and materials against theft, pilferage and others
- Unloading of elevator to equipment within 3 meters away from the elevator shaft at the ground floor and on cemented ground that will allow easy movement of the equipment.

1.d Use 12mm tempered glass wall at 1 side of the elevator shaft. Properly installed by a professional glass installer

1.e Painting and waterproofing

Use bamboo or steel scaffolding. For safety purposes workers shall be provided with safety gears to be used during work execution. Area must be neat and clean at all times, free from any materials not necessary during work execution. Use quality based waterproofing solution to the elevator shaft, elevator pit and roofing that may cause problem due to leakage

1.f Electrical works (minor electrical system)

- All electrical works and installation herein shall conform with the latest approved edition of the Philippine Electrical Code (PEC) Rules and Regulations of the Local and National Authorities concerned in the enforcement of Electrical laws and ordinances.
- Electrical services requirement shall be 230Volts, 60 Hz. No branch circuit shall have a load of more than 80% of its rating
- All materials to be used shall be new and approved type for both purpose intended. All wires shall be insulated for 600Volts and shall be inside uPVC pipes
- Workmanship shall be equal to the best standard practice recognized and adopted for this trade
- All electrical works and installation herein shall be done under the direct supervision of a duly licensed electrical engineer or his authorized representative.
- Grounding and bonding system shall be provided to all lighting and power circuit as per PEC requirement
- All wire shall be copper and thermoplastic insulated type "THHN/THWN" unless otherwise indicated in the plan
- The minimum size of wire for power and lighting circuit homerun shall be 3.5mm and insulated for 600Volts
- All panel boards shall be provided with identifications and load directory if necessary
- Smallest raceway shall be 15mm dia. trade/nominal size
- Mounting height shall be as follows:

*Panel board	1.40 meters above finish floor line
*Wall switches	1.40 meters above finish floor line
*Convenience outlet	0.30 meters above finish floor line

### 2.0 Elevator installation

### 2.a Elevator unit

Basic specif	Basic specifications:	
Lift name:	K310 MRL passenger/scenic elevator	
Capacity:	1000kg	
Drive:	VVVF	
Door	Automatic VVF door operator, 2 panel center opening	
operator:		
Speed:	1.0m/s	
Control:	Simplex	
Stops:	3/3/3-3 floors, 3 openings all in line	
Serving	GF, 2F, 3F	
floor:		
Travel:	To be confirmed in actual checking	
Power	220V/3 Phase	
supply:		
Shaft:	Concrete	
Shaft size:	2350mm (W) x 1900mm (D)	
Car size:	1600mm (W) x 1400mm (D)	
Door size:	900mm (W) x 2100mm (H)	
Overhead	4000mm	
height:		
Pit depth:	1500mm	
Car:	Car wall: hairline stainless steel with left side wall glass panel finish	
	Car door: hairline stainless steel panel finish	
Car ceiling:	CD-003 in stainless steel mirror panel finish	
Handrail:	JG-H007 – hairline stainless steel plated, square handrail	
Additional sp	pecifications/features:	
Cabin sill:	Alloy hard aluminum	
Floor:	Vinyl-FL0007	
COP:	CL-60C-H complete vertical car service	
Landing	For ground floor: hairline stainless steel panel finish	
floor	For typical floor: hairline stainless steel finish	
finishing:	i or typicar noor, namme stanness seer mush	
Jamb:	GF: narrow jamb hairline stainless steel finish	
Jamo.	Typical floor: narrow jamb hairline stainless steel finish	
Calling and	LCD ST-D30H in stainless steel hairline finish	
display:		

Standard features in	cluded:
Automatic op	eration
Inspection op	eration
• Fire emergence	zy return
Car stops and	doors open
Open the door	r in the landing hall
Open the door	r in the car
Quick door cl	osing
Repeated doo	r closing
Overload prot	tection
Full load open	ation
Start operation	n
Reverse drive	contact
• Transducer fa	ult protection
Over speed co	ontact
Car ventilation	n, light shut off automatically
• Return the ba	se floor automatically
Self-diagnosis	of malfunctions
• Floor and dire	ection indicator in the car
Automatic ter	minal position revision
• Interphone	
• Alarm	
• Firearm switc	h
ELD-ARED	Device
CAT5 travellin	ng cable

#### 2.b Equipment for the installation of the elevator unit

Heavy equipment for erection works such as: tower crane for lifting of traction machine/panels, fort lift and freight car if necessary

Provision and installation of scaffolding for necessary works.

### 3.0 Safety and health

Use protective gear and equipment at all times during the work implementation for safety measures.

#### 4.0 Temporary facilities

Coordinate with the administration for the provision of temporary warehouse and shelter for workers. For the utilities such as: temporary electrical and water connection, the contractor or assigned personnel shall submit a calibrated electrical meter from LEYECO II and Prime Water for water meter in coordination with CDMO.

#### 5.0 Mobilization and demobilization

Secure the area with temporary fence/tarp and provide warning signage for safety purposes. Coordinate with the CDMO for every tapping of utilities or other concerns.

## Statement of Conformity with the Technical Specifications and the TOR

Bidders must include in their bids their Statement of Conformity with the Technical Specifications and TOR. In this form, bidders shall state their compliance and submit the required supporting documents indicated in the "Supporting Document" column.

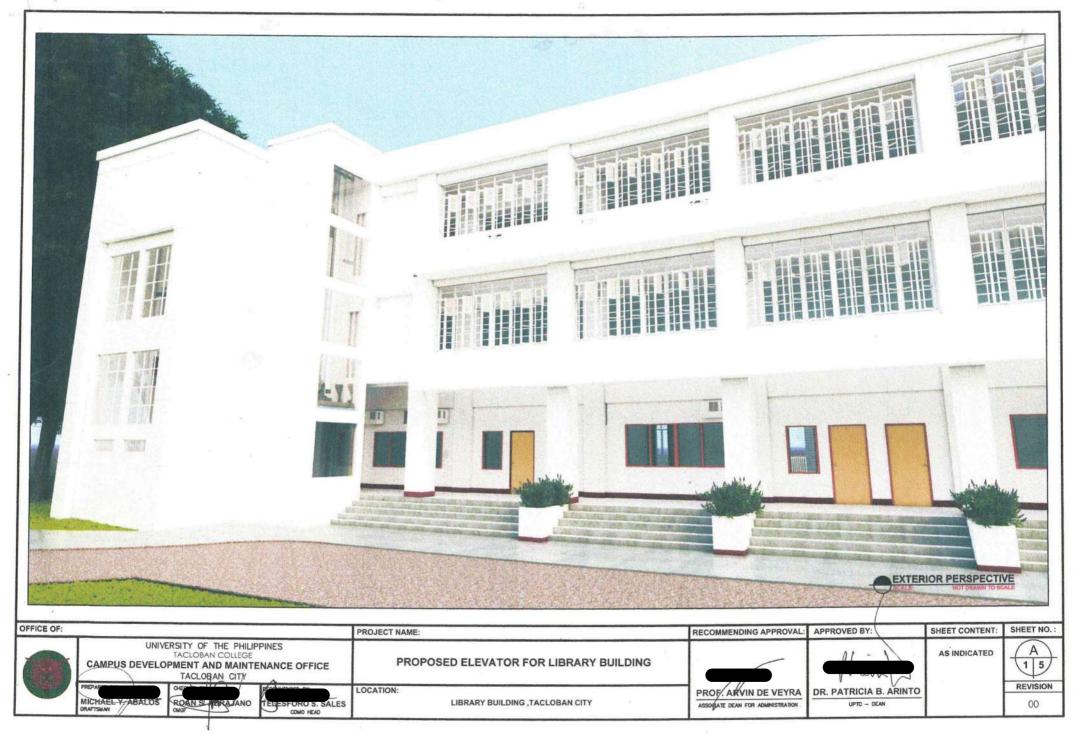
Basic spe	Basic specifications:	
Lift	K310 MRL passenger/scenic elevator	Compliance
name:		
Capacity:	1000kg	
Drive:	VVVF	
Door	Automatic VVF door operator, 2 panel center opening	
operator:		
Speed:	1.0m/s	
Control:	Simplex	
Stops:	3/3/3-3 floors, 3 openings all in line	
Serving floor:	GF, 2F, 3F	
Travel:	To be confirmed in actual checking	
Power	220V/3 Phase	
supply:		
Shaft:	Concrete	
Shaft	2350mm (W) x 1900mm (D)	
size:		
Car size:	1600mm (W) x 1400mm (D)	
Door	900mm (W) x 2100mm (H)	
size:		
Overhead height:	4000mm	
Pit depth:	1500mm	
Car:	Car wall: hairline stainless steel with left side wall glass panel finish	
0	Car door: hairline stainless steel panel finish	
Car ceiling:	CD-003 in stainless steel mirror panel finish	
Handrail:	JG-H007 – hairline stainless steel plated, square handrail	
Additiona	l specifications/features:	
Cabin sill:	Alloy hard aluminum	

COP:       CL-60C-H complete vertical car service         Landing       For ground floor: hairline stainless steel panel finish         floor       For typical floor: hairline stainless steel finish         floor       For typical floor: narrow jamb hairline stainless steel finish         Calling       LCD ST-D30H in stainless steel finish         Calling       LCD ST-D30H in stainless steel finish         Calling       LCD ST-D30H in stainless steel finish         Standard features included:	Floor:	Vinyl-FL0007	
floor       For typical floor: hairline stainless steel finish         finishing:       GF: narrow jamb hairline stainless steel finish         Calling       LCD ST-D30H in stainless steel hairline finish         and       LCD ST-D30H in stainless steel hairline finish         and       ILCD ST-D30H in stainless steel hairline finish         Standard features included:       ILCD ST-D30H in stainless floor and finish         and       Open the door in the car         Quick door closing       ILCD closing         Overload protection       ILCD closing         Start operation	COP:	CL-60C-H complete vertical car service	
Typical floor: narrow jamb hairline stainless steel finish         Calling and display:         Standard features included:         • Automatic operation         • Inspection operation         • Fire emergency return         • Car stops and doors open         • Open the door in the landing hall         • Open the door in the car         • Quick door closing         • Repeated door closing         • Full load operation         • Full load operation         • Start operation         • Car ventilation, light shut off automatically         • Return the base floor automatically         • Self-diagnosis of malfunctions         • Floor and direction indicator in the car         • Automatic terminal position revision         • Interphone	floor	For typical floor: hairline stainless steel finish	
and       display:         Standard features included:	Jamb:	Typical floor: narrow jamb hairline stainless steel finish	
Standard features included:         • Automatic operation         • Inspection operation         • Fire emergency return         • Car stops and doors open         • Open the door in the landing hall         • Open the door in the car         • Quick door closing         • Repeated door closing         • Overload protection         • Full load operation         • Start operation         • Reverse drive contact         • Overspeed contact         • Car ventilation, light shut off automatically         • Return the base floor automatically         • Self-diagnosis of malfunctions         • Floor and direction indicator in the car         • Automatic terminal position revision         • Interphone	0	LCD ST-D30H in stainless steel hairline finish	
Automatic operation     Inspection operation     Fire emergency return     Car stops and doors open     Open the door in the landing hall     Open the door in the car     Quick door closing     Repeated door closing     Overload protection     Full load operation     Start operation     Reverse drive contact     Transducer fault protection     Over speed contact     Car ventilation, light shut off automatically     Return the base floor automatically     Self-diagnosis of malfunctions     Floor and direction indicator in the car     Automatic terminal position revision     Interphone			
Inspection operation     Fire emergency return     Car stops and doors open     Open the door in the landing hall     Open the door in the car     Quick door closing     Repeated door closing     Overload protection     Full load operation     Start operation     Reverse drive contact     Transducer fault protection     Over speed contact     Car ventilation, light shut off automatically     Return the base floor automatically     Self-diagnosis of malfunctions     Floor and direction indicator in the car     Automatic terminal position revision     Interphone			
<ul> <li>Fire emergency return</li> <li>Car stops and doors open</li> <li>Open the door in the landing hall</li> <li>Open the door in the car</li> <li>Quick door closing</li> <li>Repeated door closing</li> <li>Overload protection</li> <li>Full load operation</li> <li>Start operation</li> <li>Reverse drive contact</li> <li>Transducer fault protection</li> <li>Over speed contact</li> <li>Car ventilation, light shut off automatically</li> <li>Return the base floor automatically</li> <li>Self-diagnosis of malfunctions</li> <li>Floor and direction indicator in the car</li> <li>Automatic terminal position revision</li> <li>Interphone</li> </ul>	• Au	utomatic operation	
Car stops and doors open     Open the door in the landing hall     Open the door in the car     Quick door closing     Repeated door closing     Overload protection     Full load operation     Start operation     Reverse drive contact     Transducer fault protection     Over speed contact     Car ventilation, light shut off automatically     Return the base floor automatically     Self-diagnosis of malfunctions     Floor and direction indicator in the car     Automatic terminal position revision     Interphone	• In	spection operation	
<ul> <li>Open the door in the landing hall</li> <li>Open the door in the car</li> <li>Quick door closing</li> <li>Repeated door closing</li> <li>Overload protection</li> <li>Full load operation</li> <li>Start operation</li> <li>Reverse drive contact</li> <li>Transducer fault protection</li> <li>Over speed contact</li> <li>Car ventilation, light shut off automatically</li> <li>Return the base floor automatically</li> <li>Self-diagnosis of malfunctions</li> <li>Floor and direction indicator in the car</li> <li>Automatic terminal position revision</li> <li>Interphone</li> </ul>	• Fin	re emergency return	
<ul> <li>Open the door in the car</li> <li>Quick door closing</li> <li>Repeated door closing</li> <li>Overload protection</li> <li>Full load operation</li> <li>Start operation</li> <li>Reverse drive contact</li> <li>Transducer fault protection</li> <li>Over speed contact</li> <li>Car ventilation, light shut off automatically</li> <li>Return the base floor automatically</li> <li>Self-diagnosis of malfunctions</li> <li>Floor and direction indicator in the car</li> <li>Automatic terminal position revision</li> <li>Interphone</li> </ul>	• Ca	ar stops and doors open	
<ul> <li>Quick door closing</li> <li>Repeated door closing</li> <li>Overload protection</li> <li>Full load operation</li> <li>Start operation</li> <li>Start operation</li> <li>Reverse drive contact</li> <li>Transducer fault protection</li> <li>Over speed contact</li> <li>Car ventilation, light shut off automatically</li> <li>Return the base floor automatically</li> <li>Self-diagnosis of malfunctions</li> <li>Floor and direction indicator in the car</li> <li>Automatic terminal position revision</li> <li>Interphone</li> </ul>	• O <sub>1</sub>	pen the door in the landing hall	
<ul> <li>Repeated door closing</li> <li>Overload protection</li> <li>Full load operation</li> <li>Start operation</li> <li>Reverse drive contact</li> <li>Transducer fault protection</li> <li>Over speed contact</li> <li>Car ventilation, light shut off automatically</li> <li>Return the base floor automatically</li> <li>Self-diagnosis of malfunctions</li> <li>Floor and direction indicator in the car</li> <li>Automatic terminal position revision</li> <li>Interphone</li> </ul>	• O <sub>1</sub>	pen the door in the car	
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<ul> <li>Start operation</li> <li>Reverse drive contact</li> <li>Transducer fault protection</li> <li>Over speed contact</li> <li>Car ventilation, light shut off automatically</li> <li>Return the base floor automatically</li> <li>Self-diagnosis of malfunctions</li> <li>Floor and direction indicator in the car</li> <li>Automatic terminal position revision</li> <li>Interphone</li> </ul>	• O'	verload protection	
<ul> <li>Reverse drive contact</li> <li>Transducer fault protection</li> <li>Over speed contact</li> <li>Car ventilation, light shut off automatically</li> <li>Return the base floor automatically</li> <li>Self-diagnosis of malfunctions</li> <li>Floor and direction indicator in the car</li> <li>Automatic terminal position revision</li> <li>Interphone</li> </ul>	• Fu	ull load operation	
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<ul> <li>Over speed contact</li> <li>Car ventilation, light shut off automatically</li> <li>Return the base floor automatically</li> <li>Self-diagnosis of malfunctions</li> <li>Floor and direction indicator in the car</li> <li>Automatic terminal position revision</li> <li>Interphone</li> </ul>	• Re	everse drive contact	
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<ul> <li>Return the base floor automatically</li> <li>Self-diagnosis of malfunctions</li> <li>Floor and direction indicator in the car</li> <li>Automatic terminal position revision</li> <li>Interphone</li> </ul>	• O	ver speed contact	
Self-diagnosis of malfunctions     Floor and direction indicator in the car     Automatic terminal position revision     Interphone	• Ca	ar ventilation, light shut off automatically	
Floor and direction indicator in the car     Automatic terminal position revision     Interphone	• Re	eturn the base floor automatically	
Floor and direction indicator in the car     Automatic terminal position revision     Interphone	• Se		
Interphone			
Interphone	• A1	utomatic terminal position revision	
• • • • • • • • • • • • • • • • • • •			
• Alarm			
• Firearm switch			
ELD-ARED Device			
CAT5 travelling cable			

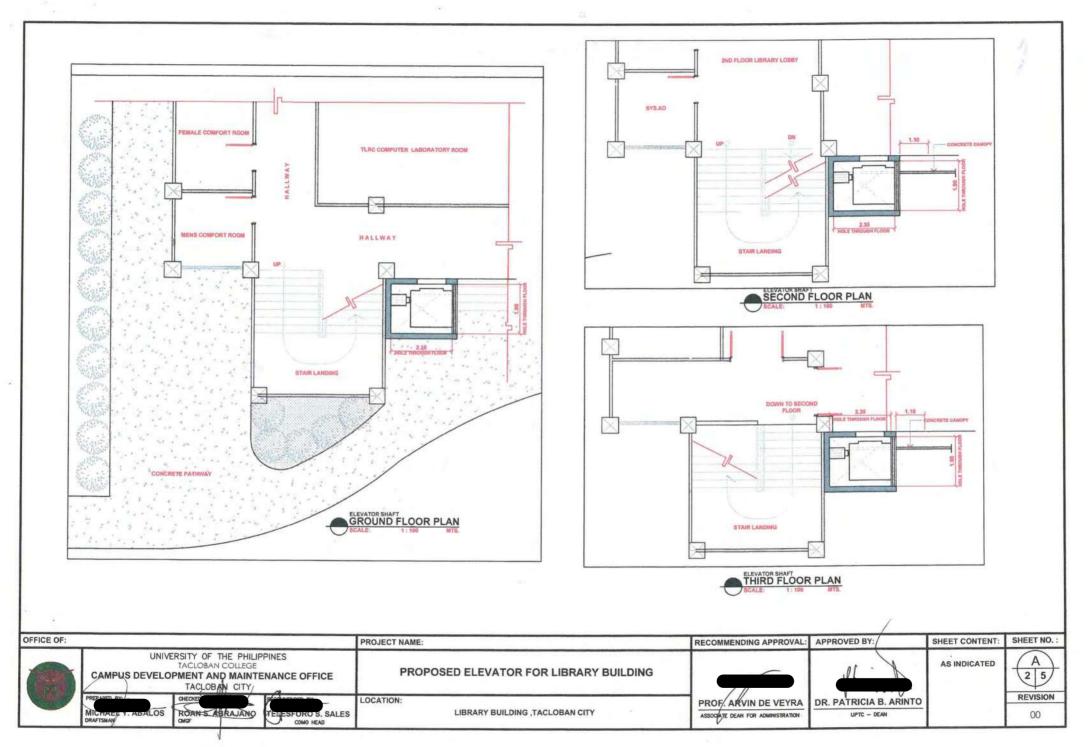
Terms of Reference	Statement of Compliance	Supporting Document
I. Rationale		None
II. Objectives		None
III. Qualifications of Prospective Contractor/Manufacturer and Supplier		
A. The Contractor/Bidder should have completed at least two (2) projects in the last five (5) years involving the construction of elevator shafts, installation, testing and commissioning of passenger elevator systems		*Bidder's notarized list of projects in the last five (5) years involving the construction of elevator shafts, installation, testing and commissioning of passenger elevator systems. As supporting document for the list, the certificate of acceptance should be attached for each completed project.
B. The manufacturer of the passenger elevator system should be ISO-certified		*Indicate here the brand of the elevator being offered *Proof that the manufacturer of the elevator being offered is an ISO-certified company
C. The elevator installer/subcontractor should have completed at least five (5) projects involving the installation, testing and commissioning of passenger elevator systems in the last five (5) years;		<ul> <li>*If not the bidder, indicate here the name of elevator installer</li> <li>*Notarized list of projects of the elevator installer in the last five (5) years involving the construction of elevator shafts, installation, testing and commissioning of passenger elevator systems</li> </ul>
IV. General Notes and Conditions		None
V. Scope of Services		None

# Section VII. Drawings

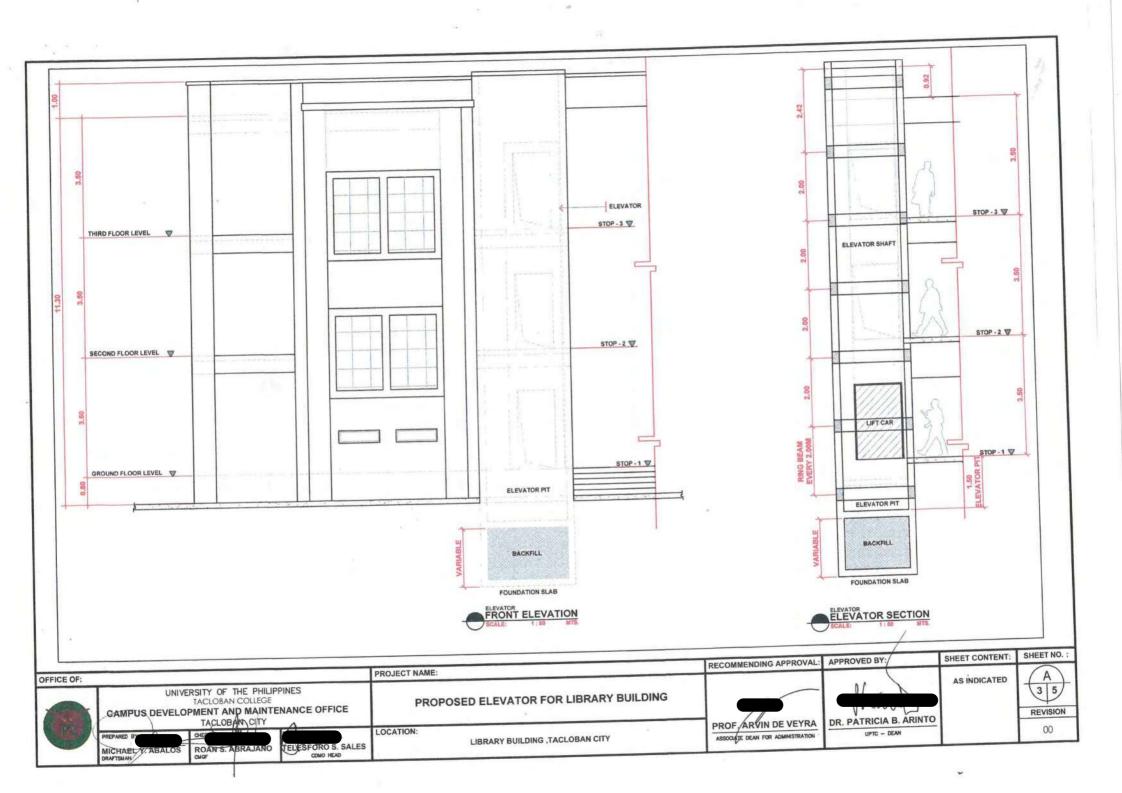
Sheet No.	Content
A 1/5	Exterior perspective
A 2/5	Elevator shaft ground floor plan Elevator shaft second floor plan Elevator shaft third floor plan
A 3/5	Elevator front elevation Elevator section
A 4/5	Hoistway section Basic specification Concentrated load
A 5/5	General notes Generalities Elevator shaft Special note

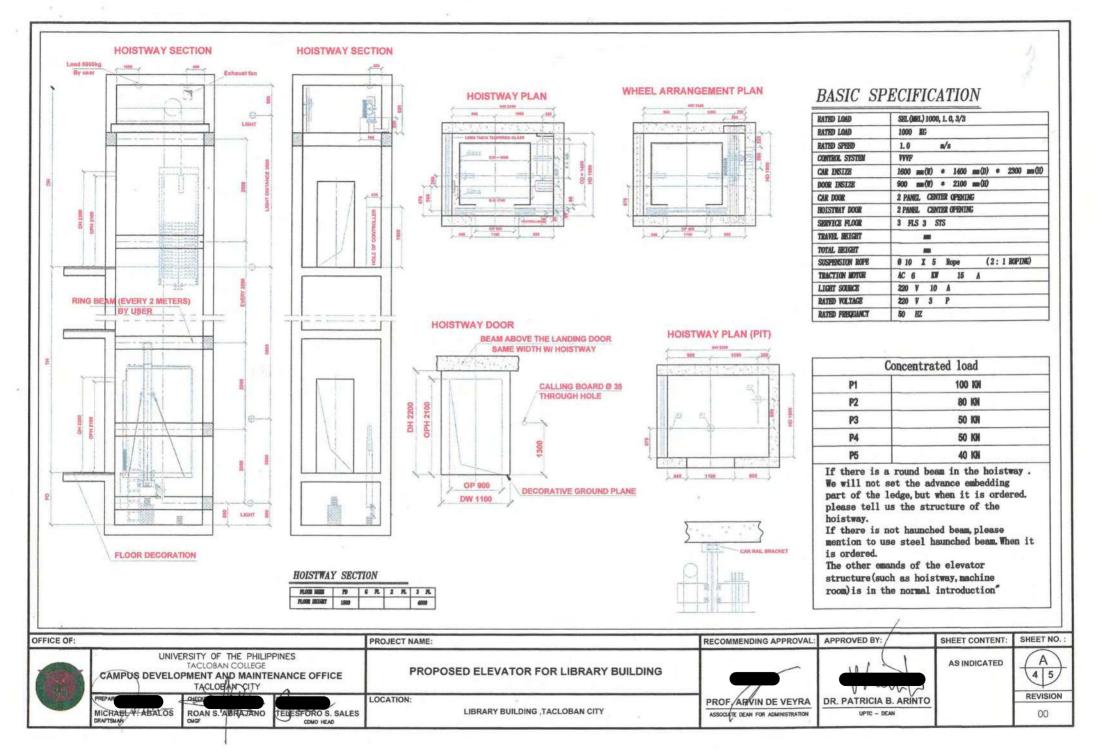


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#### GENERAL NOTES

- ALL INSTALLATION SHALL FOLLOW THE MECHANICAL CODE AND BUILDING CODE OF THE PHILIPPINES.
- 2. ALL WORKS TO BE COORDINATED WITH STRUCTURAL ENGINEER
- WALLS, FLOORS, AND CEILING OF ELEVATOR HOISTWAY CONSTRUCTED USING CHB OR OTHER MASONRY MATERIALS OTHER THAN RCC, MUST BE PLASTERED TO PREVENT DEBRIS FROM THESE MATERIALS TO FALL OR INTERFERE WITH THE ELEVATOR EQUIPMENT PERFORMANCE.
- ELEVATOR PIT MUST BE PROVIDE WATER PROOFING (PIT SLAB AND WALL), SHAFT LIGHT HEAVY DUTY CONVENIENCE OUTLET PER ELEVATOR UNIT (FOR ELEVATOR MAINTENANCE) AND PIT LADDER PER ELEVATOR UNIT.
- 5. ELEVATOR SHALL BE DESIGNATED FOR PWD/HANDICAP PERSONS AS REQUIRED IN PURSUANT TO BATASANG PAMBANSA BILANG 344 (ACCESSIBILITY LAW). ALL PWD REQUIREMENTS; VOICE FLOOR INDICATOR, STAINLESS STEEL HAND RAIL, EMERGENCY CALL BUTTON WITH INTERCOM AND DISPLAY HEIGHT ACCESSIBLE FOR HANDICAPPED.
- 8. THIS DRAWING ARE DIAGRAMMATIC LAY-OUT ONLY, ANY MATERIALS AND FITTINGS NOT SHOWN ON THE PLANS BUT NEEDED TO COMPLETE THE SYSTEM AND OPERATION SHALL BE INCLUDED WITH THE CONTRACTORS SCOPE OF WORKS.

#### ELEVATOR SHAFT

- E1. THE "SW" AND "SD" DIMENSIONS ARE DIMENSIONS REFERRING TO THE
- VERTICAL SPACE, THE WALLS MUST HAVE A TOLERANCE OF -2/+20MM. E2. THE FRONT WALL OF THE SHAFT SHALL BE COMPOSED OF SMOOTH AND IMPERVIOUS ELEMENTS. ITS PLUNGE SHALL NOT BE OVER 2 MM. ANY LOWERING OR PROTUBERANCE SHALL NOT EXCEED 5 MM. SHALL THEY EXCEED 2 MM. THEY SHALL HAVE A BEVEL OF 75". (SECTION 5.4.3.)
- E3. THE MECHANICAL RESISTANCE OF THE WALLS SHALL BE ABLE TO SUPPORT 300N IN A 5 CM\* SECTION (SECTIONS 5.3.1,1 AND 5.4.3).
- E4. A WATERTIGHT AND LEVELLED PIT THAT SUPPORTS LOADS INDICATED IN THIS DIAGRAM. (SECTION 5.7.3.1.).
   E5. THE SHAFT STRUCTURE MUST COMPLY WITH THE APPLICABLE
- ES. THE SHAPT STRUCT UNE MUST COMPLY WITH THE APPLICABLE CONSTRUCTION LEGISLATION AND SUPPORT THE LOADS INHERENT TO THE MACHINERY. TO THE GUIDES AS A CONSEQUENCE OF THE ACTION OF THE SAFETY GEAR. TO ECCENTRIC LOADING OF THE CAR. TO THE ACTION OF THE BUFFERS IN CASE OF IMPACT, ETC.
- E8. THE ELEVATOR SHAFT SHALL NOT CONTAIN CONDUITS OF ANY OTHER ELEMENTS IF NOT CONCERNING THE ELEVATOR SERVICE (SECTION 5.8)
- E7. THE VENTILATION OPENINGS OF THE ELEVATOR SHAFT SHALL BE OF 1% OF THE TRANSVERSE SECTION OF THE SHAFT AND THEY SHALL BE PROTECTED (SECTION 5.2.3), OR LOCAL DIRECTIVES.
- E8. FOR CONCRETE FIXATION, THE QUALITY OF THE CONCRETE SHALL BE AT LEAST H-200 OF 20 N/MM<sup>2</sup> (200 kg/cm<sup>2</sup>).
- E9. THE SHAFTS SHALL BE CONSTRUCTED WITH MATERIALS THAT INSULATE THEM ACOUSTICALLY FROM THE INHABITABLE ADJACENT SITES ACCORDING TO THE LOCAL GOVERNMENT REGULATIONS IN FORCE.
- E10. TELEPHONE LINE NEXT TO WHERE THE CONTROL CABINET IS LOCATED INSIDE THE SHAFT INSIDE THE SHAFT.
- E11. IN THE VICINITY OF THE LANDING, THERE SHALL BE 50 LUX GUARANTEED AT FLOOR LEVEL (Section 7.6.1). E12. THE OPENING ROUGH DOORS SHALL BE PRETECTED BY A HANDRAIL TO.
- AN INTERMEDIATE HANDRAIL AND SKIRTING BOARD, FOR FALLS PROTECTION UNTIL DOORS INSTALLATION, ACCORDING TO EN12811 AND LOCAL DIRECTIVES.

#### GENERALITIES

- G1. THE MAIN ELECTRICAL SUPPLY SHALL BE THREE PHASE WITH A NEUTRAL WIRE AND A GROUND TERMINAL (3P-N-6). IT SHALL BE CALCULATED FOR A TENSION AND FOR A NOMINAL INTERSITY PER ELEVATOR INDICATED IN THE DIAGRAM BOX (SECTION 13.4). IT SHALL BE PLACED NEXT TO THE CONTROL CABINET. POWER DIFFERENTIAL SWITCH ACCORDING TO LOAD TYPE (FREQUENCY CONVERTER POWER DIFFERENTIAL SWITCH ACCORDING TO LOAD TYPE (FREQUENCY CONVERTER)
- POWER DIFFERENTIAL SWITCH ACCORDING TO LOAD TYPE (PREQUENCY CONVERTER), CLASS & POWER DIFFERENTIAL SWITCH IS RECOMMENDED ACCORDING TO STANDARD EN50176 THE TEMPERATURE IN THE MACHINERY SPACES MUST BE KEPT BETWEEN 5<sup>4</sup> AND 40<sup>4</sup>C (SECTION 0.3.15). 32. THE CABINET SHALL NOT BE INSTALLED AT A PRIVATE SITE (SECTION 6.2.1.B).
- THE CABINET SHALL NOT BE INSTALLED AT A PRIVATE SITE (SECTION 6.2.1.8).
   THE CONTROL CABINET WILL NOT BE INSTALLED AT GARAGE FLOOR LEVEL.
   UNLESS THE LIFT HAS AN INDEPENDENT LOBBY (DIFFERENT OTHE FIRE SECTOR).
- G4. THE CLEAR HEIGHT FOR THE MAINTENANCE AROUND THE CABINET SHALL BE OF 2 M. LIKEWISE. A WORKING AREA SHALL BE LEFT CLEAR IN FRONT OF THE CABINET OF 0.50 X 0.70 M.
- UNEWISE, A WORKING AREA SHALL BE LEFT CLEAR IN FRONT OF THE CABINET OF 0.50 X 0.70 (SECTION 6.3.3.1) G5 FROM THE BEGINNING OF THE ASSEMBLY. THE NECESSARY ELECTRICAL POWER FOR
- THE LABOUR TOOLS AND ELEVATOR SET-UP TESTS.
- G6. A CLOSED AND SUITABLE PLACE FOR THE STORAGE OF THE ELEVATOR ELEMENTS FROM THE ARRIVAL TO THE WORK SITE AND UNTIL THE ASSEMBLY IS FINISHED.
- G7. MAKING GOOD BETWEEN STRUCTURE AND LANDING ENTRANCE AND FIXTURES. THE SECTIONS WE MENTION BELONG TO EN 81-1+A3

#### SPECIAL NOTE

- VOLTAGE FLUCTUATION SHALL BE WITHIN A RANGE OF + 5% TO 10%
   TEMPERATURE OF HOIST WAY (TOP MOST PART WHERE THE TRACTION MACHINE AND CONTROL
   PANEL ARE LOCATED) SHALL BE BELOW 40°C
- PANEL ARE LOCATED) SHALL BE BELOW 40° C. 3. THE FOLLOWING CONDITION ARE REQUIRED FOR MAINTAINING PERFORMANCE OF THIS FLEVATOR
- A. MOISTURE SHALL BE BELOW AT90% ON MONTHLY AVERAGE AND BELOW 95% ON DAILY AVERAGE
- B. ELEVATOR HOISTWAY SHALL HAVE NO DUST OR CHEMICALLY HARMFUL GAS.
- 4. WALLS, FLOORS, AND CEILING OF ELEVATOR HOISTWAY IF CONSTRUCTED USING CHB OR OTHER MASONRY MATERIALS OTHER THAN RCC, MUST BE PLASTERED TO PREVENT DEBRIS FROM THESE MATERIALS TO FALL OR INTERFERE WITH THE ELEVATOR EQUIPMENT PERFORMANCE
- 5. PIPES OR DUCT CONVEYING GASES, VAPORS, OR LIQUID NOT USED IN CONNECTION WITH THE OPERATION OF THE ELEVATOR SHALL NOT BE INSTALLED IN ANY HOISTWAY MACHINERY SPACE
- ELEVATOR PIT MUST BE PROVIDE WATER PROOFING (PIT SLAB AND WALL), SHAFT LIGHT AND HEAVY DURY CONVENIENCE OUTLET PER ELEVATOR UNIT (FOR ELEVATOR MAINTENANCE) AND PIT LADDER PER ELEVATOR UNIT
- 7. PROVISION FOR WIRING / CONDUIT FOR MELEYE / SUPERVISORY MONITORING (IF ANY) WILL BE FOR THE ACCOUNT OF THE OWNER.
- PROVISION FOR WIRING / CONDUIT FOR MELEYE / SUPERVISORY MONITORING (IF ANY) WILL BE THE ACCOUNT OF THE OWNER.
- OWNER TO PROVIDE WATER LEAKAGE PROTECTION IN THE ELEVATOR HOISTWAY DURING INSTALLATION WHEN BUILDING IS STILL UNDER CONSTRUCTION WHICH IS PRONE TO WATER LEAKAGE DUE TO RAIN.
- 10. DRAWING SHOWS ONLY THE ELEVATOR SHAFT SPACE, DOOR OPENING REQUIRED AND CAR DIMENSION. ANY OTHER SYSTEM PARTS OR ACCESSORIES SHALL BE PROVIDED BY THE CONTRACTOR
- 11. CONTRACTOR SHALL PROVIDE DRAWINGS FOR ANY OTHER DETAILS TO COMPLETE THE SYSTEM AND SHALL VERIFY ACTUAL DIMENSION FOR ACTUAL INSTALLATION PURPOSES

PRODUCT BASIC SPEC	100000	Revene onve contact
PRODUCT BASIC SPEC		Transducer fau3 protects
LIN Nome	K310 Pasenger/Scenic Devalor MRL	Overspeed contact
	1000 K.g.	Carventiation light shut
Capacity		Return the base floor out
Dave	AAAk	Self-diagnosis of mailuna
Doar Operator	Automatic VVVF door operator, 2 panel center operang	Roor and direction india
Speed	1.0 m/i	Automatic terminal positi
Control	Simplex	Interphone
Stops	3/3/3 - 3 Flags, 3 Stops, 3 Openings At in Ine	Alam Fremon Switch
Serving Floor	Q4, 36, 3F	FID - ARED Device
Travel	To be continued in actual checking	CATS Insveling Cable
Power supply	360V / 3 Price, 220V / 3 Priase, 220V / Single Prices	
shott	Concrate	
Shaft Size	2350 mm (W) s 1900 mm (D)	
Cor St#	( 600 mm; (W) = 1400 mm; (D)	
Door Saa	900 mm (W) = 2100 mm (H)	
Overhead Height	4000 mm	
Pit Depth	1300 mm	
Cor	Car was Haisne stainless steel with left side wat Glois parel. Reish	
	Car door. Hazine stainless steel panel finith	
Car ceiting	CD - 003 in stanless steel million panel finish	
Hancial	JG-H007 - Harine stanless steel plated, square handrai	

Çabin SI	Alloyea hard oluminum
Floor	Vinyl-FL-007
CCP	CL-60C-H Constlete Vertical Carservice panelinstanless steel
Landing dour linkhing	for G floor. Nothing stainings sheet panel finish
	For typical floor. Haking stainiess steel pane tohin
Jamb	GF: Narraw Jamb Hamne stanless steel fina
	Typices floor: Natrow Jamb Hairine stairless sheet finish
Caling and display	LCD ST-D30H in Stainless sheet hairtne linah
STANDARD FEATURES IN Automotic operation	ICTUDED
Inspection aperation	
Fire envirgency return	
Car stops and Doos as	561
Open the door in the 2	anding hat
Open the door in the C	Car
Quick door closing	
Repeated door closing	2
Overtood protection	
Full load protection	

OFFICE OF:		PROJECT NAME:	RECOMMENDING APPROVAL:	APPROVED BY:	SHEET CONTENT:	SHEET NO. :
	UNIVERSITY OF THE PHILIPPINES TACLOBAN COLLEGE CAMPUS DEVELOPMENT AND MAINTENANCE OFFICE TACLOBAN CITY	PROPOSED ELEVATOR FOR LIBRARY BUILDING		th. I	AS INDICATED	A 5 5
	MICHAEL TADALOS ROAN S'ABRAJANO TELESFORO S. SALES	LOCATION: LIBRARY BUILDING ,TACLOBAN CITY	PROF ABOIN DE VEYRA	DR. PATRICIA B. ARINTO		REVISION 00

Section VIII. Bill of Quantities

## Bill of Quantities

Item	Activity	Quantity	Unit	Unit Cost	Total Cost
1	Construction of elevator shaft	1	I		
1.a	Demolition works (1 span of ground floor concrete steps, ramp, concrete canopy, 2F and 3F slab and concrete walls)	1	lot		
1.b	Excavation works (elevator pit and concrete foundation)	1	lot		
1.c	Elevator shaft	1	lot		
1.d	Glass work	1	lot		
1.e	Painting and water proofing	1	lot		
1.f	Electrical work	1	lot		
		1	Total	for Item 1	
2	Elevator installation	1	lot		
3	Safety and health	1	lot		
4	Temporary facilities	1	lot		
5	Mobilization and demobilization	1	lot		

Note: this form must be duly signed

			DETAILED ESTIMATES		
			PER ITEM NO. <u>1</u> of the BOQ		
			(Suggested Format)		
PROJECT:					
LOCATION:					
ITEM NO.: ITEM DESCRIPT					
			DETAILED COST ESTIMATES		
	QUANTITY	UNIT	DESCRIPTION	UNIT COST/RATE	TOTAL AMOUNT
MATERIAL					
			TOTAL	MATERIALS COST	
EQUIPMENT					
			TOTAL EQUIPMENT RENTAL C	OST (OPERATED)	
L ABOR		I			
			ТО	TAL LABOR COST	
			ΤΟΤ	AL DIRECT COST:	
	INDIRECT C OCM	OST			%
	CONTRACT	OR'S PRO	FIT (CP)		%
	VAT (5%)				%
			TOTAL	INDIRECT COST	
			TOTAL COST: DIRECT COST	+ INDIRECT COST	

I hereby certify that the statement of compliance to the foregoing are true and correct, otherwise, the same shall give rise to automatic disqualification of our bid.

Name of Company / Bidder	Signature Over Printed Name of	Date
	Authorized Representative	

Section IX. Checklist of Technical and Financial Documents

## **Checklist of Technical and Financial Documents**

## I. TECHNICAL COMPONENT ENVELOPE

□ Certificate of Site Inspection

### Class "A" Documents

#### <u>Legal Documents</u>

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

### <u>Technical Documents</u>

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- □ (c.1) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; <u>and</u>
- □ (c.2) Notarized list of all completed contracts in the last 5 years similar to the contract to be bid.
- (d) Special PCAB License in case of Joint Ventures <u>and</u> registration for the type and cost of the contract to be bid; <u>and</u>
- □ (e) Original copy of Bid Security. 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; <u>and</u>

## (f) Project Requirements, which shall include the following:

- a. Organizational chart for the contract to be bid;
- b. Notarized list of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, and key personnel's affidavit of commitment to work on the contract with their complete qualification and experience data, biodata, valid PRC license;
- c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be;
- d. Statement of compliance in relation to the technical specifications of the elevator;
- e. Statement of compliance in relation to the provisions of the Terms of Reference; <u>and</u>
- □ (g) Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and

do acts to represent the Bidder.

Financial Documents

☐ (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

## Class "B" Documents

(i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence <u>or</u> duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

## **II. FINANCIAL COMPONENT ENVELOPE**

(j) Original of duly signed and accomplished Financial Bid Form; <u>and</u>

## Other documentary requirements under RA No. 9184

- (k) Original of duly signed Bid Prices in the Bill of Quantities; and
- □ (l) Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipmen rentals used in coming up with the Bid; <u>and</u>
- $\Box$  (m) Cash Flow by Quarter.

Terms of Reference



## **TERMS OF REFERENCE**

# DESIGN, SUPPLY, INSTALLATION, TESTING, AND COMMISSIONING OF ONE PASSENGER ELEVATOR FOR THE UPTC CITY CAMPUS LIBRARY BUILDING

## UNIVERSITY OF THE PHILIPPINES TACLOBAN COLLEGE

## I. RATIONALE

The UPTC Library Building is a three-storey building constructed in 2003. It houses the College Library on the second floor, the Teaching Learning Resource Center, the Humanities Laboratory, the offices of the Student Council and the student paper, UP Vista, and the offices of the Ugnayan ng Pahinungod and UPTC Information and Alumni Relations Office on the first floor. The third floor is a large, air-conditioned hall (with capacity of 500 people) that is used for college-wide assemblies, student events, conferences, public fora and activities like the administration of the UPCAT. Additionally, there is an exhibit room and office for UPTC's Natural History Museum and Herbarium on the said floor.

There are two sets of staircases going to the second and third floors. However, these floors are practically inaccessible to students and other persons with disabilities. Also, when there are functions on the third floor, the transport of food, tables, chairs and other catering supplies and equipment for performances is challenging. The installation of an elevator will make the library and third floor hall more accessible to all users and optimize use of the building for UPTC's academic, research, and public service activities.

## **II. OBJECTIVES**

The objective of the project is for the design, supply, delivery, installation, testing and commissioning of one (1) unit of passenger elevator system for the UPTC Library Building.

# III. QUALIFICATIONS OF PROSPECTIVE CONTRACTOR/ MANUFACTURER AND SUPPLIER

- A. The Contractor should have completed at least two (2) projects in the last five (5) years involving the construction of elevator shafts, installation, testing and commissioning of passenger elevator systems;
- B. The manufacturer of the passenger elevator system should be ISO-certified; and
- C. The elevator installer/subcontractor should have completed at least five (5) projects involving the installation, testing and commissioning of passenger elevator systems in the last five (5) years;

## IV. GENERAL NOTES AND CONDITIONS

- A. The Contractor shall provide detailed final design layout plan and shop drawings for all component parts of the project for mechanical, electrical, civil and other specialty works which shall be signed and sealed by professional licensed engineers.
- B. The Contractor shall provide complete technical services and supervision for the entire duration of the project.
- C. The Contractor shall implement the project until its completion in accordance with the approved final detailed design, layout plan, shop drawings, specifications, scope of work and work schedule as provided in the contract.
- D. The Contractor must closely coordinate with the UPTC Campus Development and Maintenance Office (CDMO). In case of discrepancy between the plan/shop drawing and actual condition, the Contractor shall submit a revised plan/detailed shop drawing to the UPTC Administration, as the end user, through the CDMO, for recommendation/approval prior to the execution of the said works.

- E. The Contractor must submit, in writing, any proposed revisions/changes and additional works to include corresponding comparative cost estimate, time schedule, and other pertinent documents within three (3) to five (5) working days to the CDMO for review and evaluation prior to the approval of the HOPE.
- F. The Contractor shall comply with all laws, decrees, and regulations of the Philippines including those of the localities where the proposed project shall be implemented.
- G. The Contractor shall ensure that senior planning and technical personnel from his/her organization are assigned exclusively for the project. The Contractor shall appoint one (1) senior supervisor and one (1) safety officer posted at the site on a full time basis. Such supervisor shall be either a Mechanical, Electrical, and Civil Engineers by qualification and has been assigned in the same capacity to at least two (2) completed projects in the last five (5) years involving the construction of elevator shafts, installation, testing and commissioning of passenger elevator systems. The Safety Officer should be a certified safety officer and shall be responsible for all Health, Safety and Environment (HSE) matters on the project site.
- H. Prior to the commencement of the project, the Contractor shall submit a Project Implementation Plan (PIP), Safety Health Programs and Construction Method/Procedures, Detailed Work Plan (WP) with the time, manpower, and equipment schedule for the design and complete installation activities, including the final detailed design layout plan/engineering plans and shop drawings for all component parts of the project, to the HOPE for his/her approval, through the CDMO, within twenty-one (20) calendar days upon receipt of Notice to Proceed.
- I. The Contractor shall be solely responsible for providing all materials, labor, equipment, tools, and instruments needed. Sub-contracting may be allowed in accordance with the existing laws, rules, and regulations. The Contractor shall be solely responsible and liable to its sub-contractor in all aspects of the project.
- J. Work completed shall ensure first-class workmanship to the satisfaction of the UPTC, as the end-user.
- K. The Contractor shall comply with all pertinent safety rules and regulations including but not limited to the use of enclosures, shielding, coverings, warning devices, off-limits signs, and other safety measures.
- L. The quality of materials to be used shall be in accordance with Philippine Standard specifications and parameters. However, if the needed materials are not locally available, the Contractor shall immediately submit in writing the acceptable alternatives to the HOPE, through the CDMO, for his/her final approval. This should be submitted in not later than three (3) working days before the start of the concerned activity.
- M. The Contractor shall conduct a pre-inspection of the project location and contiguous areas. The Contractor shall report on any conditions which will prevent it from performing the work according to requirements.
- N. All payment and fees as part of testing and commissioning prior to the final acceptance, including fees assessed by the local government unit and other regulating agency/bureau for the clearances and permit, shall be on account of the Contractor.
- O. For the purpose of monitoring the actual progress of the work/installation, monthly and weekly technical accomplishment reports on the project must be submitted by the Contractor, with respect to the time schedule and cost for the actual utilization of materials, labor, and equipment including safety measures implemented on the site/project. The reports

must be supported by photographs. The reports/document will serve as basis for the progress billing for approval of the HOPE, through the CDMO.

- P. The Contractor shall be fully responsible for the erroneous interpretations of any data related to the project.
- Q. Once the project reaches an overall accomplishment of ninety-five percent (95%), the UP Tacloban College inspectorate team, which is composed of personnel from CDMO and members of the Inspection and Acceptance Committee, will undertake site inspection and submit a punch-list report of rectifications, if any, to the Contractor within five (5) working days after the said activity. Rectifications shall be made by the Contractor prior to final turnover/issuance of Certificate of Completion.
- R. After completion of the project, there shall be a one (1) year warranty/retention or defects liability period for the rectification works by the Contractor.

## V. SCOPE OF SERVICES

The works to be carried out by the Contractor shall comprise the following:

- 1. Construction of Elevator Shaft
  - Demolition works (1 span of ground floor concrete steps, ramp, portion of 2nd and 3rd floor concrete canopy and floor slab that will affect during the construction of concrete elevator shaft, replacement of affected steel casement windows at the 2nd & 3rd Floor to CHB wall plastered and painted finish and transfer of monkey ladder to the other side of the elevator shaft used for UPTC maintenance services)
  - Excavation works (elevator pit and concrete foundation)
  - Concrete Elevator shaft
  - Painting and waterproofing
  - Electrical system
- 2. Installation of one (1) unit Passenger Elevator
  - Supply and installation of all necessary components, provision of all necessary labor and training of minimum of five (5) personnel, testing, commissioning, and hand-over of one (1) unit brand new elevator in a complete and satisfactory condition in all accordance with the Contract.
  - Equipment used for the installation and necessary fees in the installation & other Mechanical Permits & Permit to Operate as maybe required by the local government units and/ or regulating agencies.
- 3. Safety and Health
- 4. Temporary Facilities
- 5. Mobilization & demobilization

#### A. Bonds and Insurances

Upon receipt of the Notice of Award (NOA), the Contractor shall submit the Performance

Security in the amount equivalent to any one or a combination of the following:

1. Cash or Cashier/Manager's Check, irrevocable letter of credit or Bank Draft Guarantee – 5 % of the total contract price.

2. Surety bond callable on demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security -30% of the total contract price.

#### **B.** Documentations

1. The Contractor shall facilitate the processing and submission of the required documents/permits needed in the hauling and installation, including the acquisition of statutory clearances for the commissioning of the new elevator unit from civil authorities (Mechanical Permit and Permit to Operate), concerned government agencies and /or local government unit. As such, payment of all necessary fees shall be on the account of the Contractor.

2. Post-installation documents such as Certificate of Completion, Final Inspection and other related documents as may be required by local government units and/or regulating agencies shall be submitted within five (5 working days from the completion of the project, as follows:

• Certificate of Warranty;

• As Built Plans (A3 size), duly signed and sealed by registered/professional engineers;

• Operation and Maintenance Manual, Control Diagram, Manufacturer's Printed Data Sheet including, but not limited to, associated diagrams in clear concise drawings, technical data for the efficient operation and maintenance the elevator, equipment descriptions, schedules for comprehensive maintenance frequency and procedures, safe troubleshooting assembly, repair and re-assembly, name and address of the manufacturer and suppliers of items of equipment installed together with the catalogues list number etc. Manuals shall be bound with hard covers, and each erection shall be indexed and titled.

## C. Design Performance and Submittal

1. Design, fabrication, and performance shall comply with all the latest applicable provisions of the codes, standards, and recommendation of the legal entities.

2. Work in this project shall comply with all governing local codes, National Electrical Code, local laws, cited reference standards, and appeal's ruling and standard.

3. Elevator equipment and components shall be designed, constructed, installed, and adjusted to secure performance in accordance with the current applicable codes and within the original manufacturer's design standards with respect to smooth, quiet, convenient and efficient operation, durability, economy of maintenance and operations, and standards of safety.

4. Fabrication Plan and Shop Drawings: Before beginning fabrication or other work, the Contractor shall prepare drawings showing the extent and arrangement of elevator equipment to reflect the following:

• Complete details/dimensioned layout of the elevator installation, all reflected in the fabrication plan and shop drawing, showing its elevation, the power unit, controller, jack unit, car sling and platform, supporting beams, guide rails, buffers, reactions at points of support, weights of principal parts, top and bottom clearances and over-travel of the car, location and sizes of conduits, junction boxes and cabinets for electrical control equipment.

• Complete drawings of the elevator hoistway entrance and doors showing their method of operation, details of construction, and method of fastening to the structural members of the building.

• Complete fabrication plan/shop drawings of the elevator, which shows the details of construction, and location of car equipment, etc.

• Cuts of drawings showing details of signal and car equipment.

• Name of manufacturer, type or style designation of power, HP and RPM of power unit.

• Name of manufacturer, type or style designation of controller

• Name of manufacturer, type, or style designation of hoistway door interlocks and electrical contacts.

• Name of manufacturer and type or style designation of electric power door operators.

5. Submission of construction plan and drawings/shop drawings/as built drawings to include electronic files (in AutoCAD format) of elevator to the HOPE, through the CDMO, for approval before commencement of work at site or fabrication or manufacture, and upon its completion. Such drawings shall be based on the requirements laid down in the specifications and as per site conditions. The manufacture of equipment shall commence only after the drawings are approved by the UPTC.

## **D.** Mobilization

1. The Contractor shall conduct pre-inspection and measurement to ensure satisfactory completion of the job.

2. The Contractor shall provide all the required site personnel, necessary materials and equipment needed during the duration of the contract and shall be placed only at the area designated by UPTC.

3. Prior to the commencement of the project, the Contractor shall undertake a thorough examination of the area to avoid difficulties in the implementation of the project.

4. The Contractor shall secure the necessary Access/Work Permit through the CDMO prior to the commencement of the project/work.

#### **E.** Protection of Person and Property

1. The Contractor must exercise and provide such safety precautionary measures as needed by the project on the various work items to the satisfaction of the UPTC. The Contractor shall provide all necessary personal protective equipment (PPE). As such, the Contractor shall provide and maintain, during the entire contract period, all temporary safety measures necessary for the protection of people, buildings, structures, facilities, and the like on the site or adjacent properties. The Contractor shall be solely responsible for any damage to life and property as a cause of not having taken adequate precautions against such damage.

2. Furthermore, the Contractor must provide safety enclosures, shielding, coverings, off limits signages, etc. upon the start of the project to ensure protection of the employees and the general public, and damage to properties due to falling debris, including general housekeeping and regular hauling of construction waste as work progresses.

3. At all times, barricade the open casing occurring as part of this work and post with warning lights. Operate warning lights during installation of the new elevator, from dusk to dawn each day or as otherwise required.

#### F. Supply and Installation of Brand New Passenger Elevators

## 1. Elevator Specifications

Basic Specification	
Lift Name	Passenger / Scenic Elevator
Capacity	1000kg.
Drive	VVVF
Door operator	Automatic VVF door, 2 panel center opening
Speed	1.0m/s
Control	Simplex
Stops	3/3/3-3 Floors, 3 openings all in line
Serving Floor	GF, 2F, 3F
Travel	To be confirmed in actual checking
Power supply	220V/3Phase
Shaft	Concrete
Shaft size	2350mm (W) x 1900mm (D)
Car size	1600mm (W) x 1400mm (D)
Door size	900mm (W) x 2100mm (H)
Overhead height	4000mm
Pit Depth	1500mm
Car	Car wall: Hairline stainless steel with left side wall Glass Panel
	finish
Car ceiling	Stainless steel mirror panel finish
Handrail	Hairline stainless steel plated, square handrail

Additional Specifica	tion/Features
Cabin Sill	Alloyed hard aluminum
Floor	Vinyl
COP	Complete Vertical Car Service
Landing Door	For ground floor: Hairline stainless steel panel finish.
Finishing	For typical floor: Narrow Jamb hairline stainless steel finish
Jamb	GF: Narrow jamb hairline stainless steel finish
	Typical floor: Narrow jamb hairline stainless steel finish
Calling and display	Stainless steel hairline finish

Standard Features Included
Automatic operation
Inspection operation
Fire emergency return
Car stops and doors open
Open the door in the landing hall
Open the door in the car
Quick door closing
Repeated door closing
Overload protection
Full load operation
Start operation
Reverse drive contact
Transducer fault protection
Over speed contact
Car ventilation, light shut off automatically
Return the base floor automatically
Self-diagnosis of malfunctions
Floor and direction indicator in the car
Automatic terminal position revision

Interphone
Alarm
Fire alarm switch
ELD-ARED Device
CAT5 Travelling cable

### G. Miscellaneous Works

- 1. Supply and installation of new main circuit breaker for the passenger elevator units.
- 2. Wiring and conduit works for main feeder lines and sub-feeders from main circuit breaker to the equipment.
- 3. Provide separate circuit breaker including wiring and conduit works for lighting and fans of the elevator.
- 4. Piping and wiring to the receiving panel in the machine room for normal and emergency power, lighting, and earthing.
- 5. Disconnect switch for main power source and lighting source.
- 6. Lighting equipment in the pit and machine room.
- 7. Laying of conduit and wiring between the elevator pit and the termination point for emergency bell, intercom, warning panel, etc.
- 8. Temporary electrical power required for operation and required tools, equipment and hoist should be available within 5 meters away from the elevator shaft during installation.
- 9. Permanent electrical power for starting, testing and adjusting the elevator equipment.
- 10. Hoistway light within two floors apart.
- 11. Necessary masonry, marble repair/polishing, grouting and cementing door jambs, sills, buffers, bases and other parts.
- 12. Prepare elevator hoistway entrances and openings with the necessary anchorage suitable to accommodate landing doors.
- 13. Unloading of the elevator equipment within 3 meters away from the elevator shaft at the ground floor and on cemented ground that will allow easy movement of the equipment.
- 14. Provide and/or cut necessary holes, set suspension hook, beams for hoisting elevator in place, chases and openings.
- 15. Access ladder in the pit.
- 16. Block outs such as entrance for the car and holes for indicator, hall buttons, etc. on the wall hoist way.
- 17. Plucking angle steel or concrete projection for fitting sill at the entrance for the car at each landing.
- 18. Concrete steel partition (Lintel Beam) or immediate supporting beams in the Hoist way, fitting interval or beams shall be kept within 2000mm.
- 19. Finishing of the hall entrance wall, floor and other construction at each landing after installation.
- 20. Protective cover (hardboard panel or similar) for entrance parts, car door, car wall and car floors.
- 21. Sufficient storage warehouse for storing the equipment approximately 3 to 10 meters away from the elevator shaft which will be used during the duration of installation works.
- 22. Heavy equipment for erection works such as tower crane for lifting of traction machine/panels, forklift and freight car if necessary.
- 23. Provision and installation of scaffoldings.
- 24. Clear daily the whole area of accumulated debris/trash caused by the work. Upon completion of the project, the entire installation shall be made clean to the satisfaction of the UPTC.
- 25. Elevator hoistway properly framed and enclosed.

- 26. Pit of adequate depth within drains and waterproofing.
- 27. Machine room of adequate size with concrete doors, wall, access door, ladder or hooks
- 28. Security of the elevator equipment, parts tools, and materials against theft, pilferage and others.
- 29. Reinstatement of all damage to property back to the original condition, as a result and caused by its work during installation.

#### H. Delivery, Storage and Handling

- 1. Work preparation and submission of required document/submittals shall commence immediately upon receipt of the Notice to Proceed. The UPTC Library will continue its operation during work execution and the Contractor shall cooperate with UPTC in scheduling the work. The Contractor shall execute its work in such a way that it will not cause work disruption and/or interference with the Library and office operations.
- 2. Materials, parts, and accessories delivered on project location shall be in the approved manufacturer's original and unopened containers and packaging and bears the label as to the type of materials, brand name and manufacturer's name, and shall be ready for use.
- 3. Materials, parts, and accessories shall be stored under cover in a dry, clean, and secure location designated by the CDMO. Delivered materials that are damaged or otherwise not suitable for installation shall be removed and replaced with acceptable materials at no additional cost to the UPTC.

#### I. Orientation and Familiarization

Upon completion of testing and commissioning of the elevator units, the Contractor shall conduct in-house orientation/familiarization to selected personnel of the UPTC, CDMO, and UPTC security personnel on the operation of the new elevator unit.

#### J. Project Phase and Duration

Phase 1	Construction of elevator shaft and other necessary works in the preparation of the new passenger elevator system
Phase 2	Supply, delivery, installation, testing and commissioning of one (1) unit brand new passenger elevator

Project Completion and turnover within **One Hundred Twenty** (120) Calendar Days upon receipt of the Notice to Proceed.

The civil works such as the construction of the concrete elevator shaft and other preparation activities shall be implemented in close coordination with the elevator supplier, and these shall be included in the Project Implementation Plan (PIP) and work plan schedule for the timing, delivery and installation of the new passenger car elevator system.

- 1. The Contractor upon completion of the installation work for the elevators, performs all the required acceptance tests with the UPTC and Contractor representatives.
- 2. All malfunctions and deficiencies revealed/observed because of the test shall be corrected by the Contractor at no additional cost to the UPTC.
- 3. All safety devices shall be tested for proper operation.
- 4. The Contractor shall undertake all system's run tests and commissioning.

### L. Post Installation Service Warranty

- 1. The Contractor shall resolve, within eight (8) working hours, any problem/system trouble and/or malfunction that was brought to their attention by the UPTC. The prescribed response time shall commence from the time the CDMO initially reported the incident to the Contractor. Resolution refers to that condition wherein the reported problem is resolved by the Contractor to the satisfaction of the UPTC.
- 2. The Contractor, within the warranty period, shall replace the defective component parts/accessories of the same brand, features, quality and functionalities within the allowable resolution time at no additional cost to the UPTC. Mandatory replacement of defective parts, if beyond repair, with brand new parts shall be within three (3) working days.
- 3. The Contractor, within the warranty period, shall make available on-call engineers/technicians to provide technical support services, and render service of eight (8) hours a day and seven (7) days a week including holidays.
- 4. The Contractor shall include in the warranty scope of services for one (1) year from the date of acceptance, the once a month regular and systematic examination of the entire passenger car elevator system. Its report will be submitted to UPTC, through CDMO, upon completion of each regular service.

#### **M. Deliverables**

The pertinent documents to be submitted, which shall be certified true copy, signed and sealed by the Engineer/Safety Officer and by the Contractor, are, but not limited to, the following:

1. The Contractor shall submit complete documents with the corresponding hard and soft copies of the as-built plans and material specifications relative to the project.

- 2. Three (3) sets of Safety Measures/Construction Methodology
- 3. Three (3) sets of Bill of Quantities, Work Plans and Construction Schedule
- 4. Technical Support during Construction Phase
- 5. Three (3) sets of Monthly and Weekly Progress Reports
- 6. Response to Request for Action (RFA) and Request for Information (RFI) as needed.
- 7. Bonds and Insurances.

8. The Contractor, upon completion of the project, shall submit all other pertinent documents such as Mechanical Certificate, Permit to Operate, Manuals, Equipment Test Reports, MSDS, Data Sheets, Brochures Guarantees, Warranties and Other Certificates.

The contract documentation shall be governed by RA No. 9184 (Government Procurement Reforms Act) and its Revised Implementing Rules and Regulations and

Provisions in the Bid Documents.

### N. Warranties of the Contractor

1. The Contractor warrants that it shall conform strictly to the Terms and Conditions of this Terms of Reference (TOR).

2. The Contractor warrants, represents, and undertakes reliability of the service and that their workforce complements are hardworking, qualified/reliable and dedicated to do the service required and to the satisfaction of the UPTC. It shall employ well-behaved and honest employees with IDs displayed conspicuously while working within the building premises. It shall not employ UPTC personnel to work in any category whatsoever.

3. The Contractor shall comply with pertinent laws governing employee's compensation, Phil-Health, Social Security and other labor standards laws, rules and regulations applicable to its personnel. The Contractor shall pay its personnel the required minimum wage and other benefits mandated by law.

4. The Contractor, in the performance of its services, shall secure and maintain, at its own expense, all registration, licenses, permits and/or tests as required by national or local laws and shall comply with the rules, regulations and directives of Regulatory Authorities and Commissions. The Contractor undertakes to pay all fees or charges payable to any instrumentality of government or to any other duly constituted authority relating to the installation project.

5. The Contractor's personnel shall take all necessary precautions for the safety of all persons and properties at/or near their area of work and shall comply with all the standards and established safety regulations, rules, and practices.

6. The Contractor shall coordinate with the UPTC authorized representative in the performance of their jobs.

7. The Contractor shall be liable for any loss, damage, or injury that may be incurred due to negligence or fault of its personnel and/or sub-contractor. It shall assume responsibility thereof and the UPTC shall be specifically released from any responsibility arising therefrom.

8. The Contractor shall not assign, transfer, and/or pledge any part or interest of the project. However, sub-contracting may be allowed provided that the main Contractor shall be responsible for the full compliance of all applicable provisions of this TOR.

#### **O. Service Level Agreement**

The UPTC and the Contractor shall maintain a Service Level Agreement (SLA), with provisions for liquidated damages for their noncompliance.

Once the cumulative amount of liquidated damages reaches ten (10%) percent of the amount of the Contract, UPTC, as the end-user, may rescind or terminate the Contract without prejudice to other courses of action and remedies available under circumstances pursuant to Section 68 Rule XXII of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

COMPONENTS	SLA	LIQUIDATED DAMAGES
1. Work Plan	Submission of the Project Implementation Plan (PIP), Safety Health Programs, Construction Method/Procedures and Detailed Work Plan (WP) for the complete design layout plan and detailed engineering shop drawing to the UPTC, as end- user within 20 Calendar days upon receipt of Notice to Proceed	One-tenth of one percent (1/10 of 1%) of the contract price of the unperformed portion for everyday of delay.
2. Complete installation and turn-over of the project	Completion of the project including punch-list (with 95% accomplishments) and turn- over activities within one hundred calendar days upon receipt of notice to proceed	One-tenth percent (1/10 of 1%) of the contract price of the unperformed portion for everyday of delay.
3. Progress Report	Monthly and weekly submission of progress report every 1 <sup>st</sup> Monday of the month to the HOPE through the UPTC CDMO. The progress billing shall be based on the approved detailed work plan, s- curved and cash flow schedule and other documents for review and approval of the HOPE. Payments are subject to retention of ten percent (10%) as per PA 9184 and VAT law. The redemption of retention shall be received after the issuance of final inspection and acceptance Certificate.	
4. Final completion and acceptance	The final inspection and acceptance certificate shall be issued only upon submission of official documents as stated in this TOR. Certified true copy, signed and sealed by the contractor's mechanical, electrical and civil engineers within seven (7) working days after the completion of the one (1) year retention/warranty or defects liability period.	

## P. Terms of Payment

A. The Contractor, upon issuance of Notice to Proceed or subsequently upon approval of their written request, may be provided an advance payment as mobilization of the project in an amount equivalent to fifteen percent (15%), by phase (progress billing), of the total contract price, less VAT and applicable withholding taxes.

B. The Contractor shall collect payment on progress billings based on the percentage work accomplishment together with the submission of all the required documents, subject for review, and evaluation by the UPTC within a reasonable time. Moreover, the payment shall be subjected to the required Expanded Withholding Tax (EWT) or Withholding VAT of twelve percent (12%), a ten percent (10%) retention fund and recoupment of advance payment in the progress billing.

Project Phase / Delivery	Payment						
Mobilization (Program of works,	15% advance payment						
Submission of Drawings and Plans)							
Completion of Concrete Elevator Shaft	35%						
Completion delivery of all major	35%						
component parts on site							
Complete installation of Elevator Unit	20%						
Final Testing and Completion	10%						

C. The retention fund shall be released only upon issuance of Final Inspection and Acceptance Certificate issued by UPTC and submission of required Post Construction Documents by the Contractor.

D. In case the Contractor incurred liquidated damages, it shall be deducted from the ten percent (10%) retention fund. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the UPTC, as end-user, may rescind or terminate the contract.

## Q. PRE-TERMINATION OF CONTRACT

A. The Construction of elevator shaft & supply, delivery, installation, testing and commissioning of one (1) unit brand new passenger elevator may be pre-terminated by the UPTC upon issuance of Notice of any violation of the terms of the contract. In case of pre-termination, UPTC shall inform the Contractor at least thirty (30) calendar days prior to such termination.

B. In case of pre- termination, the Contractor shall be liable to an additional liquidated damages equivalent to five percent (5) of the contract price as provided by the Government Accounting and Auditing Manual (GAAM), and forfeiture of the Performance Bond.

C. The UPTC shall have the right to blacklist the Contractor in case of pre-termination.

Sample Forms

### List of all Ongoing Government & Private Construction Contracts including contracts awarded but not yet started

Business Address : Name of Contract/Location Project Cost	a. Owner Name		Contractor's Role			Date Awarded	% Accompl	Value of	
	b. Address c. Telephone Nos.	Nature of Work	Description	%	b. c.	Date Started Date of Completion	Planned	Actual	Outstanding Works
<u>Government</u>									
<u>Private</u>									
Note: This statement shall b	be supported with:						Total Co	st	

2 Notice to Proceed issued by the owner

Submitted by

: \_\_\_\_\_\_(Printed Name & Signature)
: \_\_\_\_\_\_

Designation Date Name of the Procuring Entity Contract Reference Number Name of the Contract Location of the Contract

## Statement of Single Largest Completed Contract

Business Name : \_\_\_\_\_\_ Business Address : \_\_\_\_\_

Name of Contract	<ul><li>a. Owner Name</li><li>b. Address</li><li>c. Telephone Nos.</li></ul>	Nature of Work	Contractor's Role Description	e %	<ul><li>a. Amount at Award</li><li>b. Amount at Completion</li><li>c. Duration</li></ul>	a. b. c.	Date Awarded Contract Effectivity Date Completed
	-						

Note: This statement shall be supported with:

Owner's Certificate of Final Acceptance OR a final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES)

Submitted by

(Printed Name & Signature)

Designation

Date

#### Statement of all Completed Government & Private Construction Contracts in the last five (5) years which are similar in nature

Business Address

Dusiness Address							
Name of Contract	d. Owner Name e. Address	Nature of Work	Contractor's Role	5	d. Amount at Award e. Amount at Completion	a. Date Awarded b. Contract Effectivity	
	f. Telephone Nos.	Nature of Work	Description	%	f. Duration	c. Date Completed	

Note: This statement shall be:

1 Notarized

2 Supported with Certificate of Acceptance for each completed project

Submitted by

easimilea sy

: \_\_\_\_\_(Printed Name & Signature)

Designation Date

Suggested form for list of key personnel

Proj	ect	title:				

Project location:

Name of bidder:

Business address:

## List of contractor's key personnel to be assigned to the contract to be bid

Information	Senior	Safety officer	Foreman	Skilled	Skilled	Skilled electrician	Laborer
	supervisor			mason	painter		
Name							
Address							
Date of birth							
Years of experience							
Highest educational							
attainment							
Valid PRC license							
(if applicable)							

Signature over printed name of bidder:

Notes:

This form must be duly signed and notarized

Must be supported with (1) biodata showing relevant experience, (2) copy of valid license/s (if applicable), and (3) affidavit of commitment to work on the contract

# Annex 1

For the purchase of the bidding documents for the said project, please see details below:

Bank Name: Land Bank of the Philippines Sagkahan, Tacloban City Branch Bank Account Name: UP Tacloban College Bank Account Number: 0182-1056-19

Please take note of the following:

1. LBP to LBP fund transfer and Over-the-Counter Cash Deposit - **amount is credited on the next banking day** 

2. Other banks to LBP - **amount is credited within 3-5 banking days** (except when the transfer is done via *Instapay*)

Bidders may email the scanned copy of deposit slip or confirmation slip as proof of payment together with the list of items they are intending to bid to **bacsecretariat.uptacloban@up.edu.ph** 

Bids will be declared officially received by the BAC Secretariat only upon validation of the proof of payment by the UPTC Cash Office. If payment is credited beyond the validation period and the deadline of submission, bids will automatically be declared late and therefore will not be accepted.

For guidance and information of all concerned.

