

Request for Offer
(NEGOTIATED PROCUREMENT-53.1 TWO-FAILED BIDDINGS)

For the

**SUPPLY, DELIVERY, INSTALLATION,
TESTING AND COMMISSIONING OF
ELEVATOR SYSTEM**

FOR

**PHILIPPINE STATISTICS
AUTHORITY (PSA)**

Reference: AMP 19-008-7

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FUNDING SOURCE: GENERAL APPROPRIATIONS ACT FOR 2013

The Procurement Service (DBM-PS) invites PhilGEPS registered Supplier or Contractors to bid and submit their best offer for the project under Negotiated Procurement, as allowed under the Implementing Rules and Regulations of the Republic Act No. 9184.

PS will directly negotiate the contract for this project with a technically, legally and financially capable supplier.

Negotiations will be conducted on **20 May 2019**, and will cover the areas of delivery schedule, technical specifications and other terms and conditions. After the negotiations, a bid bulletin will be issued in case there are items/conditions of the requirements that need to be clarified, amended or modified. Bidders then are required to submit their "Best Offer" for the items hereunder indicated on the set date indicated below.

Quantity	Item/Description	Approved Budget ,for the Contract	Price of Bid Documents	Delivery Period
1 Lot	SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATOR SYSTEM	₱3,076,805.00	₱ 1,000.00	Refer to Schedule of Requirements (Section II)

1. The summary of the procurement activities is as follows:

Schedule of Activities	
Posting of Invitation to Bid/Sending of Direct Invitation to Eligible Bidders	May 11, 2019
Issuance and Availability of Bid Documents	May 11, 2019
Negotiations	May 20, 2019 at 10:00AM
Posting of Clarifications	May 23, 2019
Deadline of Submission of Offer	May 30, 2019 at 10:00AM
Opening of Offer	Immediately after Deadline of Submission of Offer

2. This procurement will be conducted through Negotiated Procurement under the instance of Two Failed Biddings¹ (Section 53.1) of the revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
3. A complete set of Bidding Documents maybe acquired by interested Bidders or Contractors from the BAC Support Division (see address below) upon payment of a non-refundable fee of One thousand Pesos (Php 1000.00). Bidders who have been declared "eligible" during the first two failed biddings need no longer pay for the bid documents.

The Bidding Documents may also be downloaded free of charge from the website of the PhilGEPS.

4. The PS will hold Negotiations pursuant to the Schedule of Activities which shall be open to all interested Bidders or Contractors.
5. Invited Bidders/Contractors are eligible to submit their best and final offer. However, Bidders/Contractors that were not directly invited and are interested in joining this procurement should submit their best and final offer together with their eligibility requirements on or before the deadline set under the Schedule of Activities
6. Opening shall be conducted at the Bidding Room, Conference Room, Procurement Service, Cristobal St., Paco, Manila. Offers will be opened in the presence of the Bidders or Contractors' representatives who choose to attend the opening.

Late offers shall not be accepted.

7. Bidders/Contractors shall drop their duly accomplished Offer in two (2) sealed envelopes (One labeled "Original" and one labeled "Copy" with complete markings) in the designated bid box for BAC VII located at Procurement Service, second floor. In the case of Invited Bidders/Contractors the Offer shall include the Schedule of Requirements, Technical Specifications, and Financial Offer. For interested Bidders/Contractors, the Offer shall include the PhilGEPS Certificate of Registration, Statement of all ongoing and completed government and private contracts, JVA if applicable, Schedule of Requirements, Technical Specifications, and Financial Offer.
8. The PS reserves the right to accept or reject any offer, to annul the bidding process, and to reject any or all offers at any time prior to contract award, without thereby incurring any liability to the affected bidder's or contractors.
9. For further inquiries, please contact:

*The Procurement Division VII
Procurement Service
RR Road, Cristobal St., Paco, Manila
689-7750 loc. 4021, 561-6116
pd7@ps-philgeps.gov.*


ROSALINDA V DAPITO
Chairperson, BAC 7

¹ Public Bidding No. 18-303-7 and 18-379-7

**SECTION I. INSTRUCTIONS TO
BIDDERS/CONTRACTORS**

1. General

1. Scope of Offer

The Procurement Service wishes to receive offers for the **Supply, Delivery, Installation, Testing and Commissioning of Elevator System for Philippine Statistics Authority (PSA)** as described in Section III. Technical Specifications.

The lot is:

Agency	Qty	Item/Description	Approved Budget for the Contract
Philippine Statistics Authority (PSA)	1 Lot	Supply, Delivery, Installation, Testing and Commissioning of Elevator System	P3,076,805.00

2. Source of Funds

The Funding Source is The Government of the Philippines (GOP) through Approved Budget of Procurement Service.

3. Eligible Bidders or Contractors

The following are eligible to submit offer:

1. Those who were directly invited to attend the negotiations; and
2. Interested Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.

4. Bidder or Contractor's Responsibilities

The Bidder or Contractor is responsible for the following:

1. Having taken steps to carefully examine all of the Bidding Documents;
2. Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
3. Having made an estimate of the facilities available and needed for the contract, if any;
4. Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided, if there is any;

5. Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
6. Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
7. Authorizing the Chairperson of the PS BAC or its duly authorized representative/s to verify all the documents submitted;
8. Ensuring that the signatory is the duly authorized representative of the Bidder or Contractor, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder or Contractor in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
9. Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and

Failure to observe any of the above responsibilities shall be at the risk of the Bidders or Contractors concerned.

2. Preparation of Offers

For interested Bidders or Contractors who were not directly invited, the following documents should be submitted on or before the deadline date for the Submission for Offer:

1. PhilGEPS Certificate of Registration (Platinum Membership).

The PhilGEPS Certificate of Registration and Membership shall reflect the 2017 AFS. Otherwise, bidder should submit together with PhilGEPS Certificate of Registration and Membership the 2017 AFS.

The valid PhilGEPS Certificate of Registration (Platinum Membership) shall reflect the updated eligibility documents. Should Annex A of said Certificate reflects not the updated documents, the bidder shall submit, together with the Certificate certified true copies of the updated documents.

Notwithstanding the above requirements, the bidder may opt to submit the following eligibility documents in lieu of the submission of the PhilGEPS Certificate of Registration (Platinum Membership):

- a. Business Registration;
- b. Mayor's Permit for 2019 is required in this bidding.
- c. 2018 Audited Financial Statement;

d. Valid and current Tax Clearance; and

In the latter case, the bidder shall submit a valid PhilGEPS Registration Certificate within a non-extendible period of three (3) calendar days from receipt notice from the BAC that it submitted the Lowest/Single Calculated Quotation (L/SCQ).

2. Statement of all ongoing and completed government and private contracts for the last two (2) years, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.

The statement shall include, for each contract, the following:

1. name of the contract;
2. date of the contract;
3. kinds of Goods;
4. amount of contract and value of outstanding contracts;
5. date of delivery; and
6. end user's acceptance or official receipt (s) issued for the contract, if completed.

Attached as Annexes C, Section IV of the Bid Forms is the standard forms for this requirement including the instructions and guidelines in the accomplishment of said forms.

3. If applicable, the JVA (Annex D) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. Each partner of the joint venture shall submit the legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partner constitutes compliance.
4. Conformity with Schedule of Requirements as stated in Section II of this Bidding Documents;
5. Conformity with Technical Specifications as stated in Section III of this Bidding Documents;

In the column "Bidder's Compliance", the bidder must state "comply" for each of the individual parameters of each specification corresponding to performance parameter of equipment offered. **Statement of "comply" must be supported by evidence in a bidders bid and cross-referenced to that evidence.** Evidence shall be in the form of manufacturer's or distributor's un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate.

The indication of the word "comply" in the portion opposite the item which is the primary requirement shall mean that all items under the same are complied with.

6. Financial Offer

6.1 Financial Offer (Annex G);

(Note: Invited Bidder's or Contractors need to submit the documents under item 2.4, 2.5 and 2.6, on or before the deadline date for the Submission for Offer.)

Bidders/Contractors who will receive a notice that it has submitted a Lowest Calculated Offer need to submit the following documents within five (5) days upon receipt of the notice from the BAC

7. Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section IV. Bid and Sample Forms, Annex B.

8. Brochures/Technical Data Sheet/Manufacturer's Certificate of the item being offered; (If Applicable).

9. Licenses and permits:

9.1 Manufacturer's Certification that the bidder is an authorized dealer/reseller of the offered brand in the Philippines.

9.2 7. Valid and current ISO 9001:2008 certifications of the BRAND Manufacturer.

2. Format and Signing of Offers

i. Bidders or Contractors shall submit their offers through their duly authorized representative using the appropriate forms provided in Section V. Bidding Forms.

ii. Each Bidder or Contractors shall submit *one (1)* original and one *(1)* copy of the offer.

The duplicates i.e. copies 1 must include the same documents as that of the original set of documents.

In the event of a discrepancy between the original and the copy, the original shall prevail.

iii. The offer, except for un-amended printed literature, shall be signed, and each and every page thereof shall be initialled, by the duly authorized representative/s of the Bidders or Contractors.

- iv. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the duly authorized representative/s of the Bidders or Contractors.

3. Sealing and Marking of Offers

- i. Bidders or Contractors shall enclose their original in one sealed envelope marked "ORIGINAL OFFER".
- ii. Copy 1 shall be similarly sealed duly marking the inner envelopes as "COPY NO. 1". These envelopes containing the original and the copy shall then be enclosed in one single envelope.
- iii. All envelopes shall be addressed to the PS BAC and shall bear or indicate:
 - 1. the name of the contract to be offered;
 - 2. the name and address of the bidder;
 - 3. the specific identification of this bidding process; and
 - 4. a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids.
- iv. If offers are not sealed and marked as required, the PS BAC will assume no responsibility for the misplacement or premature opening of the offer.

3. Submission and Opening of Eligibility, Technical and Financial Requirement

1. Deadline for Submission of Offers

The address for submission of offer is:

PS Bids and Awards Committee VII
Procurement Service
Bid Box Area, 2nd Floor
PS Complex, Cristobal Street
Paco, Manila

The deadline for submission of Request for Offer is on 30 May 2019, 10:00AM.

2. Modification and Withdrawal of Offers

- i. Bidders or Contractors may modify their offers after it has been submitted; provided that the modification is received by the PS BAC prior to the deadline prescribed for submission and receipt of offer. The Bidder

or Contractor shall not be allowed to retrieve its original offer, but shall be allowed to submit another offer equally sealed, properly identified, linked to its original offer marked as "OFFER MODIFICATION" and received using the official receiving system. Offer modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder or Contractor unopened.

- ii. A Bidder or Contractor may, through a Letter of Withdrawal, withdraw its offer after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the PS BAC prior to the deadline prescribed for submission and receipt of offer.
- iii. Offers requested to be withdrawn shall be returned unopened to the Bidders. A Bidder or Contractor that withdraws its offer shall not be permitted to submit another offer, directly or indirectly, for the same contract.
- iv. No offer may be modified after the deadline for submission of offers. No offer may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of offer validity specified by the Bidder or Contractor in the Financial Offer Form.

3. Opening and Preliminary Examination of Offers

- i. During the opening of offers, only the authorized representative shall be allowed to "assist", if required by the BAC, in the opening of offers.
- ii. Letters of withdrawal shall be read out and recorded during offer opening, and the envelope containing the corresponding withdrawn offer shall be returned to the Bidders or Contractor unopened.
- iii. The PS BAC members shall sign the abstract of offers as read.

4. Evaluation and Comparison of Offers

1. Clarification of Offers

To assist in the evaluation, comparison, and post-qualification of the offers, the PS BAC may ask in writing any Bidder or Contractor for a clarification of its offer. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the PS-DBM BAC shall not be considered.

2. Detailed Evaluation and Comparison of Offers

The PS BAC will undertake the detailed evaluation and comparison of offers in order to determine the Best and Final Offer.

The simplified offer evaluation to determine the Best and Final Offer shall be conducted in accordance with this RFO and the procedure adopted in public bidding insofar as the latter does not conflict with the former.

For purposes of determination of the Best and Final Offer, the offer with the lowest price as calculated shall be evaluated first. If the same complies with all the mandatory requirements and conditions of the RFO, it shall be declared the Best and Final Offer. The same process shall be repeated for the next lower offer until the Best and Final Offer is declared.

If the PS BAC declares Best and Final Offer, said offer shall be recommended to the Head of the Procuring Entity for award of contract to the Bidder or Contractor at its submitted offer or its negotiated offer, whichever is lower.

3. Reservation Clause

Notwithstanding the determination of Shortlist and/or declaration of Best and Final Offer, the PS BAC concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder or Contractor, or that there has been a change in the Bidder or Contractor's capability to undertake the project from the time it submitted its documents and/or Offer. Should such review uncover any misrepresentation made in the eligibility and procurement requirements, statements or documents, or any changes in the situation of the Bidder or Contractor which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the PS-DBM BAC shall consider the said Bidder or Contractor as ineligible and shall disqualify it from submitting an offer or from obtaining an award or contract.

In accordance with Section 41 of the revised IRR of R.A. 9184, the PS-DBM reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding.

In addition, the PS BAC may likewise declare a failure of bidding when:

- i. No offers are received;
- ii. No one made it to the Shortlist;
- iii. All offers that fail to comply with all the mandatory requirements ; or
- iv. The Bidder or Contractor with Best and Final Offer refuses, without justifiable cause to accept the award of contract, and no award is made.

5. Award of Contract

1. Contract Award

The Procuring Entity shall award the contract to the Bidder or Contractor whose offer has been determined to be the Best and Final Offer.

Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- i. Submission of the valid JVA, if applicable, within five (5) calendar days from receipt by the Bidder or Contractor of the notice from the PS-DBM BAC that the Bidder or Contractor has the Best and Final Offer; and
- ii. Signing of the contract.

At the time of contract award, the PS BAC shall not increase or decrease the quantity of goods originally specified in Section II. Schedule of Requirements.

2. Signing of the Contract

The Procuring Entity shall enter into contract with the successful Bidder or Contractor within ten (10) calendar day from issuance of Notice of Award.

The following documents shall form part of the contract:

- i. Request for Offer;
- ii. Winning Bidder or Contractor's offer and all other documents/statements submitted prior the Shortlist;
- iii. Notice of Award of Contract; and
- iv. Other contract documents that may be required by existing laws and/or specified in the Instruction to Bidder or Contractor.

6. Performance Security

To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

The Procuring Entity shall prescribe at least two (2) acceptable forms of performance security taken from two (2) categories below that Bidders or Contractors may opt to use, denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
Cash or cashier's/manager's check issued by a Universal or Commercial Bank;	Five percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank;	
Surety bond callable upon demand issued by the surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

Failure of the successful Bidder or Contractor to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award, in which event the Procuring Entity shall initiate and complete the evaluation of the remaining offers. The procedure shall be repeated until the Best and Final Offer is identified and selected for contract award.

7. Warranty Security

The Bidder or Contractor warrants that the goods, if any, supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

The Bidder or Contractor further warrants that all goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Bidder or Contractor that may develop under normal use of the supplied Bidder or Contractor in the conditions prevailing in the country of final destination.

In order to assure that manufacturing defects shall be corrected by the Bidder or Contractor, a warranty shall be required from the Supplier within thirty calendar days. The obligation for the warranty shall be covered by, at the Bidder or Contractor's option, either retention money in an amount equivalent to at least ten percent (1%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (1%) of the Contract Price. The said amounts shall only be released after the lapse of the warranty period of **ONE (1) YEAR** provided, however, that the Supplies or Infrastructures delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

The Procuring Entity shall promptly notify the Bidder or Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Bidder or Contractor shall, within the thirty calendar days and with all reasonable speed, repair or replace the defective Goods or Infrastructure or parts thereof, without cost to the Procuring Entity.

If the Bidder or Contractor, having been notified, fails to remedy the defect(s) within the period specified above, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Bidder or Contractor's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Bidder or Contractor under the Contract and under the applicable law.

SECTION II. SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

Qty	Item/Description	Delivery period
1 Lot	SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATOR SYSTEM	Within ninety (90) Calendar Days from the date indicated in the Notice to Proceed (NTP)

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company/
Bidder

Signature over Printed Name of
Authorized Representative

Date

SECTION III. TECHNICAL SPECIFICATION

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATOR SYSTEM for the FOR THE PHILIPPINE STATISTICS AUTHORITY

QUANTITY: 1 LOT

APPROVED BUDGET: ₱ 3,076,805.00

AGENCY SPECIFICATIONS		Bidder's Statement of Compliance Brand and Model:
Supply, Delivery, Installation, Testing and Commissioning <i>conforms to the following minimum specifications:</i>		
Elevator Use/Model :	One (01) unit Passenger Elevator with ventilation fan	
Capacity :	20 persons	
Speed :	1.0 mps	
Control :	Inverter & Variable voltage variable frequency (VVVF) with Variable Voltage Regulator (VVR)	
Control Functions :	Self-diagnostic, self-testing. A self-diagnostic and self testing function means that the elevator has a system that can self-diagnose and monitors components and upon sensing an error initiates action to bring the elevator car to a safe operating state.	
	Full height sensor	
	Overload detection	
	Automatic car light	
	Automatic evacuation to nearest floor	
Drive System :	Gearless motor with Emergency Landing Device	
Operation :	One car-selective collective, fully automatic	
Travel :	14100 mm	
No. of Stops :	Five (5)	
No. of Floors :	Five (5)	
No. of Openings		
Front :	Five (5)	
Rear :	None	
Shaft Size :	2500 mm (W) x 2500 mm (D)	
Car Size :	Manufacturer's standards	
Pit Depth :	1500 mm	

Overhead Clearance :	3850 mm
Car Design	
Signal fixtures	Car operating panel (Mark G, 2, 3, 4, 5) – Touch sensitive . A button type operating panel is acceptable
	Landing operating panel – Touch sensitive with position indicator or equivalent. A button type operating panel is acceptable
Entrance finishes	
Fixtures	Hairline stainless steel
Frames, all floors	Hairline stainless steel
Doors, all floors	Hairline stainless steel
Sills	Aluminum alloy
Car finishes	
Ceiling	Design is per manufacturers standard, (4) LED lamp inside
Walls	Hairline stainless steel sheet
Front Return Panel (FRP)	Hairline stainless steel sheet
Doors	Hairline stainless steel sheet
Kickplate	Hairline stainless steel sheet
Door Type	Automatic two panel center opening with 1-beam safety ray driven by variable voltage variable frequency door motor
Floor	2 mm thick vinyl tiles
Car Back Wall	Stainless steel mirror finish
Nameplates	Nameplate to accommodate floor assignments
Hall Position Indicator	
(All floors) :	Hairline finished stainless steel plate in gray plastic fiber faceplate
Hall Buttons (All floors):	Incorporated in the hall position indicator
Electric Power Supply :	See attached Plan
Electric Lighting Supply :	See attached Plan
Traction Machine Location:	Within the uppermost portion of the elevator shaft
Standard Features:	
1.) If a car stops between floors due to some equipment malfunction, the	

controller checks the cause and if it is considered safe to move the car, the car will move to the nearest floor at a low speed and the doors will open.	
2.) If a car stops at a door zone due to the failure of normal power, the car will re-level to secure the floor level with the doors open after the normal power has recovered.	
3.) When a car has responded to the final car call in one direction, the system regards remaining calls in the other direction as mistakes and clears them from the memory.	
4.) If the elevator doors do not open fully at the destination floor, the doors will close, the car automatically moves to the next or nearest floor where the doors will open.	
5.) A buzzer/voice sounds to alert the passengers that the car is overloaded. The doors will remain open and the car will not leave the floor until enough passengers exited the car.	
6.) Failure of non-contact door sensors is checked automatically, and if a problem is diagnosed the door close timing is delayed and the closing speed is reduced to maintain elevator service and ensure passenger safety.	
7.) The system monitors the actual door load conditions at each floor and automatically adjusts the door speed and torque accordingly.	
8.) The time doors are open for will automatically be adjusted, depending on whether the stop was called from the hall or the car to allow smooth boarding of passengers or loading baggage.	
9.) When excessive door load has been detected while opening or closing, the doors immediately reverse.	
10.) Should an obstacle prevent the doors from closing, the doors will repeatedly open and close until the obstacle is removed.	
11.) Closing doors can be reopened by pressing the hall button corresponding to the traveling direction of the car.	
12.) Exclusive operation where a car is withdrawn from group control operation for independent use such as maintenance or repair, and responds only to car calls.	
13.) An infrared-light beam cover the full width of the door as it opens or closes to detect passengers or objects.	
Enhancement Features:	
1.) In the event of power failure, the elevators own rechargeable battery power moves the car to the nearest floor.	
2.) A full-loaded car will bypass hall calls in order to maintain maximum operating safety.	
3.) Exclusive operation where an elevator can be operated using the buttons and switches located at the car operating panel, allowing smooth boarding of passengers or loading of baggage.	
4.) If there are no calls for a specified period, the car lighting/ventilation fan is automatically shut off to conserve energy.	
5.) A synthesized voice instructs passengers in case normal operation is suspended (English only).	
6.) Emergency car bell	
7.) Extended door-open button in the car keeps the doors open in an extended period to allow loading of materials, luggage, etc.	
8.) If the doors remain open longer than the preset period, an override alarm alerts passengers that the doors will close.	

9.) Electronic chime sound to indicate that the car will soon arrive. The chimes are mounted either on the top and bottom of the car.	
10.) A system which allows a communication between passenger inside the car and the building personnel. (3-station communication system).	
11.) A buzzer/voice sounds to alert passengers that the car is overloaded, the doors remain open and the car does not leave the floor until enough passengers exit the car.	
12.) Provides a minimum level of illumination within the car when power fails.	
13.) Option for Voice announcer to announce car direction and floor number.	
1.) The work under the specification consists of the furnishing, delivery, installation, testing and commissioning of one (1) unit brand new elevator, complete in all details of the work at the subject premises and all work materials incidental to the proper completion of the installation.	
2.) Work under this contract is to be installed according to the requirements of the edition of the Philippine Electrical and Mechanical Codes and the National Building Codes. The rules and regulations of the local authorities and the requirements of the local power company shall be complied.	
3.) All permits and electrical fees required for this work shall be obtained by and at the expense of the Contractor.	
4.) The work throughout shall be executed in the best and thorough manner under the direction of the Contractor and to the satisfaction of the Owner. The Owner shall have the authority to reject any work or materials which in their judgment, are not in full accordance therewith.	
5.) The specifications are intended to provide a broad outline of the required equipment, but are not intended to include all details of design and construction.	
6.) Precautionary measure and safety handling procedures must be observed by the winning bidder when installing, moving various equipment and supplies through and fro the new building. The winning bidder will be liable in case damaged to property has occurred during works.	
7.) Close coordination with PSA of work progress re mobilization of equipments/ scaffoldings and other materials needed for works based on the Gantt Chart submitted.	
Works Included:	
Under the specifications, provide all labor, materials and equipment and perform all the work necessary for complete installation of all the Elevator components.	
The scope of work shall include but not be limited to the following principal items of work:	

1. Furnish and install one (1) unit brand new elevator for the Tito A. Mijares (TAM) Building including its controls.	
2. Furnish and install a complete wiring and conduit system for power including feeders.	
3. Furnish and install all wiring devices, junction boxes, wiring gutters and wiring support necessary for the complete electrical system.	
4. Furnish and install a complete grounding system.	
5. Provide appropriate ventilation/exhaust fan or equipment at machine room and control panel rooms including emergency communication such as intercom or any adequate emergency warning means.	
6. Painting of all exposed electrical conduits, enclosures and equipment.	
7. Complete testing and commissioning of the elevator system.	
8. Final fixing, painting and cleaning of all affected area.	
9. Preparation of "As-Built" plans and drawings.	
Record Drawings	
The Contractor shall, during the progress of the work keep a careful record of all changes where the actual installation differs from that shown on the Contract Drawings. Upon completion, the Contractor shall, in a neat and accurate manner, finalize "As-Built drawings on tracing paper and blue print. These drawings shall be submitted to the PSA/NSO Engineering for approval. After the approval they shall become the property of the PSA/NSO. The final submittal of record drawings shall be three (3) sets of prints of "As-Built" Drawings of Electrical and Mechanical Works.	
Workmanship	
The work throughout shall be executed in the best and thorough manner under the direction of the Contractor and to the satisfaction of the Owner, who will jointly interpret the meaning of the drawings and specifications shall have the authority to reject any work or materials which in their judgment, are not in full accordance therewith.	
The Contractor shall have on file for ready access and reference, a set of drawings indicating all works as actually installed incorporating in the same all changes and additions. Upon the termination of the Contract, he shall prepare a set of tracings indicating there on the Electrical and Mechanical Works as actually and finally installed. These tracings shall be turned over to the Owner.	
The Contractor shall be responsible for keeping stocks of materials and equipment store on the premise in a neat and orderly manner. The exposed surfaces of wirings, conduit system or equipment which has become covered with dirt, plaster or other material handling a construction shall be thoroughly	

cleaned by the Contractor before such surfaces are prepared for final finish, painting or concealed within the building.
Standard of Materials
The brand being offered should be ISO 9001:2008 certified. Installation and Testing should be done in accordance with the applicable code of standard of the Philippines related to the project.
All materials on all systems shall comply with the following specifications, unless specifically accepted and all those were not specified shall be of the best of their respective kind.
Installation Requirement
Approval of materials, Etc. - All electrical materials shall meet the requirements and shall bear the inspection label wherever standards have been established.
Ground Test - The entire installation shall be free from improper grounds and from short circuits. These shall be made in the presence of the PSA representatives. Each panel shall be tested with mains connected to the feeder, branches connected and breakers in the off position.
Each individual power feeders shall be tested with the power equipment connected for proper and intended operation. In no case shall the insulation resistance be less than allowed by the regulation for Electrical Equipment in a manner satisfactory to the Owner.
Performance Test - It shall be the responsibility of the Contractor to test the installation for proper operational conditions. This condition shall apply to the power. Where sequence operation is required. The Contractor shall test for proper sequence and he shall leave the entire electrical installation in satisfactory working condition. The Contractor shall effectively protect his own work from damage during and, as maybe necessary after installation.
Guarantees
The Contractor shall guarantee that the electrical and mechanical system are free from all grounds and all defective workmanship and materials and will remain so for a period of one year from date of acceptance of work. Any defects, appearing within the aforesaid period, shall be remedied by the Contractor at his own expense.
The Contractor shall indemnify and save harmless the Owner and its Representatives from and against all liabilities and damages arising from injuries and disabilities to persons or damage to property occasioned by any act or omission of the Contractor including any and all expenses legal or otherwise, which may be incurred by the Owner, in the defense of any claim action or suit.
Warranty:
One (1) year parts and services.
Training for Maintenance prior to turn-over.
Free monthly maintenance and 24/7 customer support for one (1) year.
Per attached illustration and drawing.

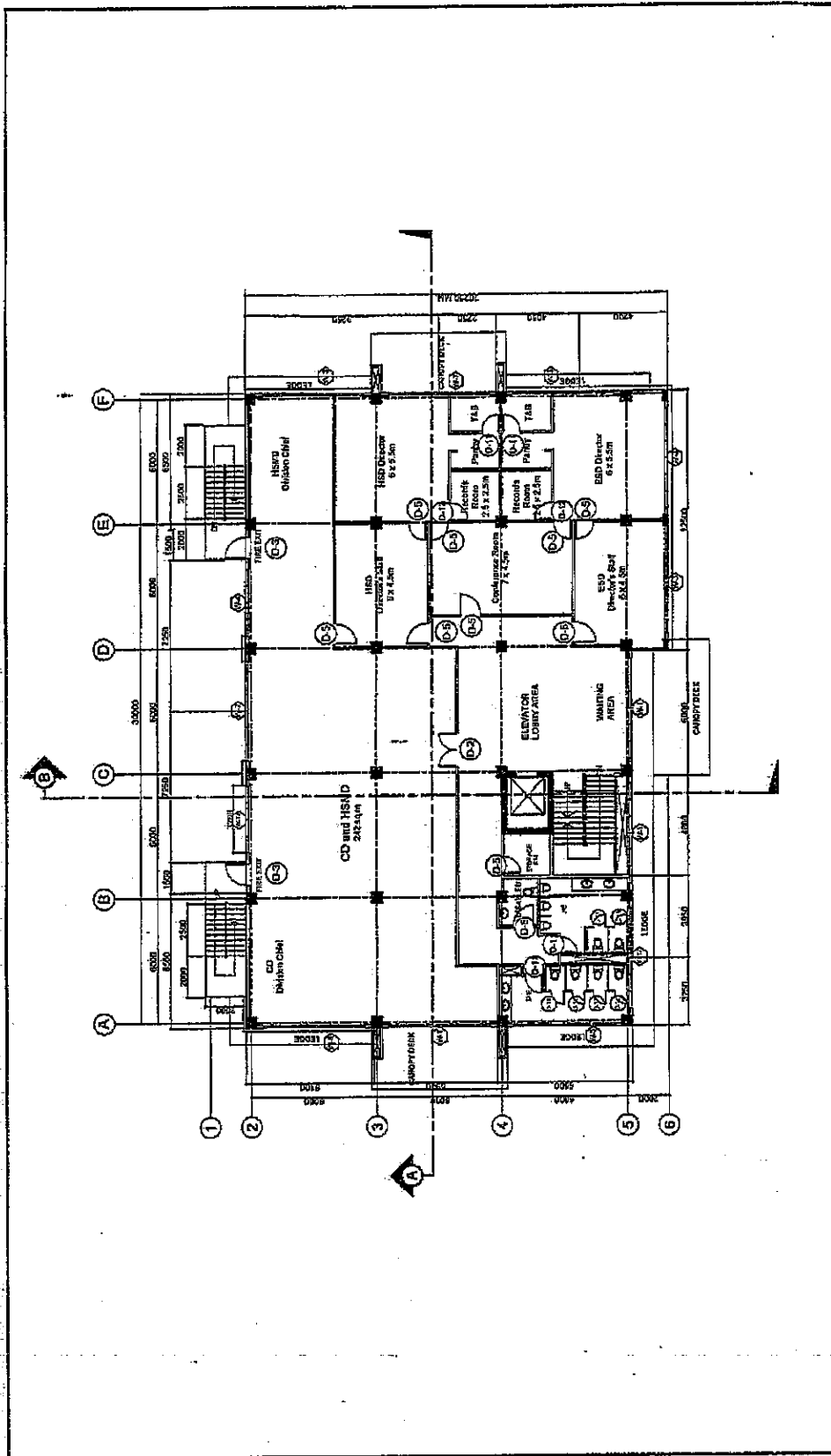
Payment:	
Payment will be made to winning bidder, upon project completion and acceptance.	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

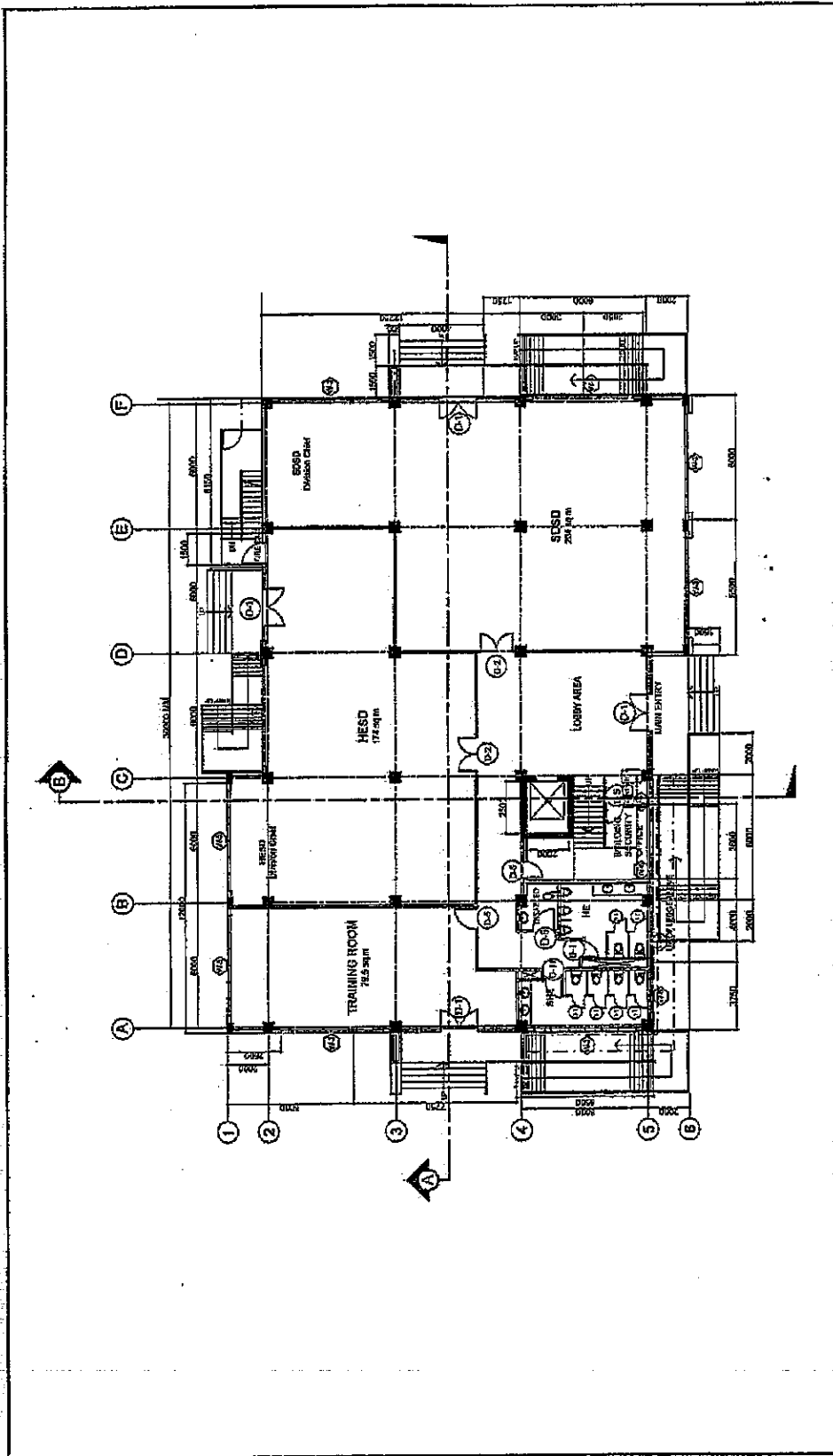
Name of Company /
Bidder

Signature Over Printed
Name of Authorized
Representative

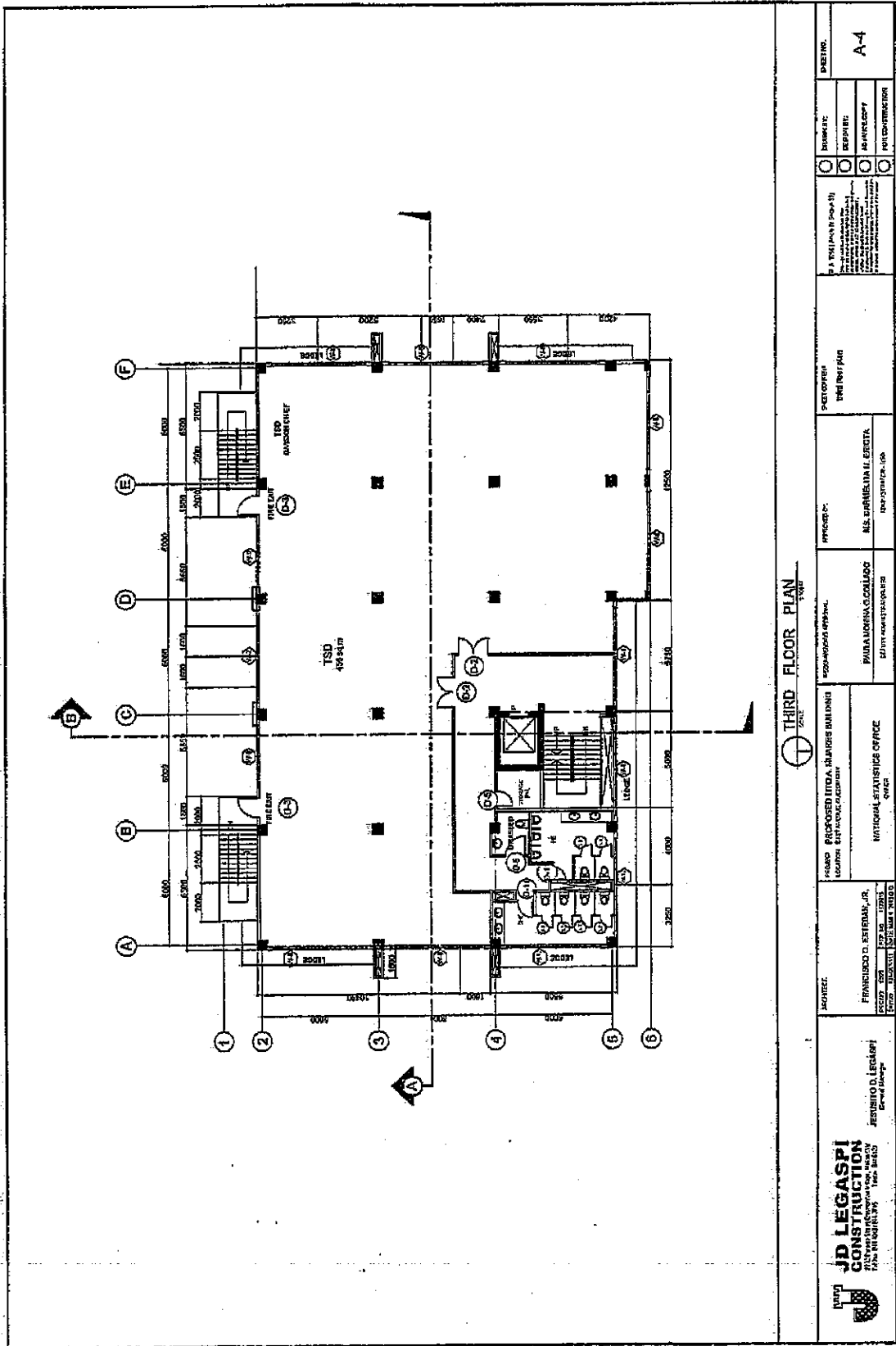
Date



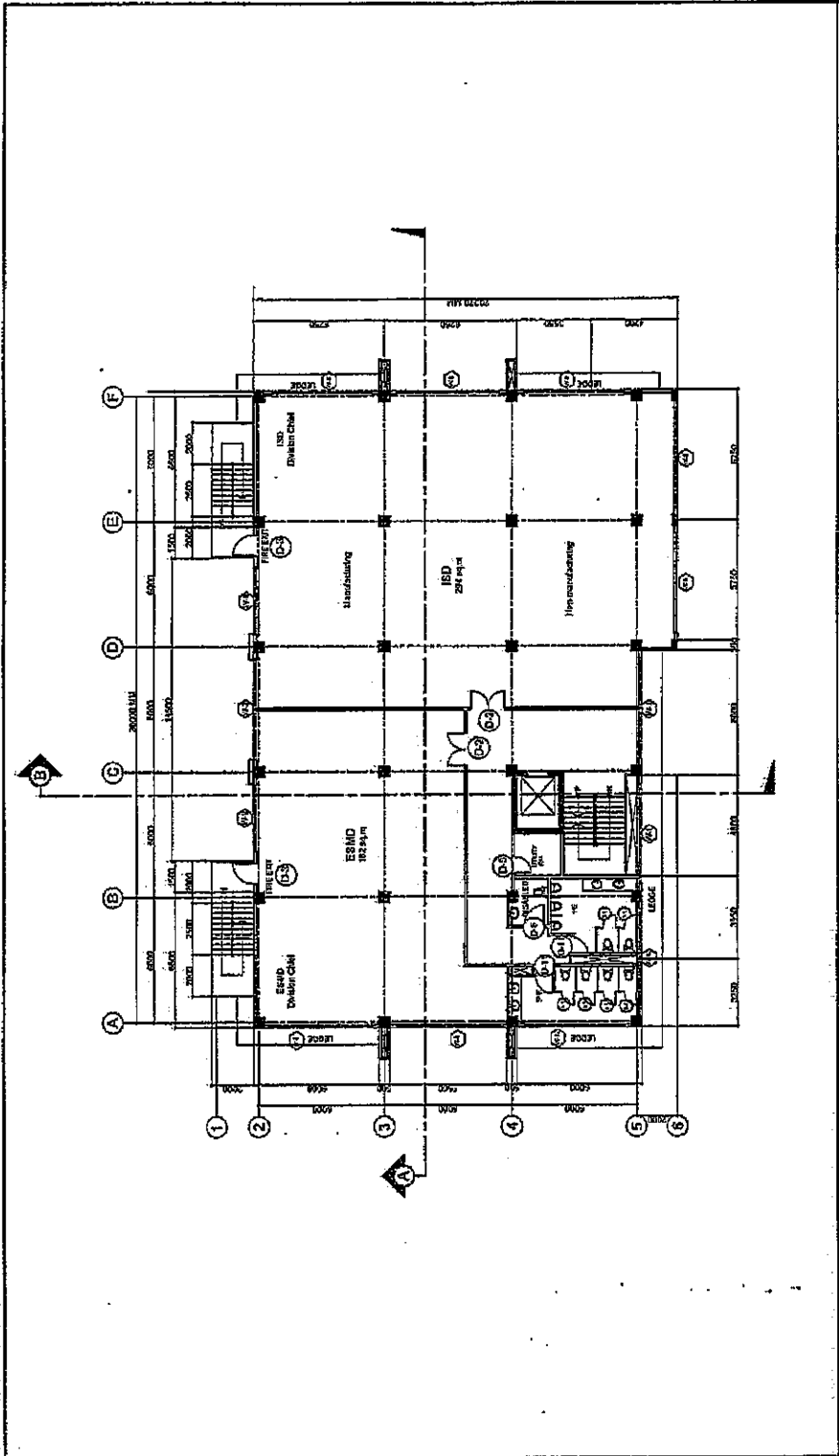
 JD LEGASPI CONSTRUCTION 2075 W. HAWAIIAN BLVD. SUITE 200 HONOLULU, HI 96819	ARCHITECT: FRANCISCO D. ESTEBAN, JR. LICENSE NO. 13142 EXPIRES 12/31/18	PROJECT: PROPOSED INFO. WILKES BUILDING LOCATION: 511 W. KALANIA BLVD.	ARCHITECT: ME. CARABELLA R. ENCHA LICENSE NO. 1400 EXPIRES 12/31/18	CONTRACT NO.: 20180000000000000000	SHEET NO.: A-3
	PROJECT: PROPOSED INFO. WILKES BUILDING LOCATION: 511 W. KALANIA BLVD.	ARCHITECT: FRANCISCO D. ESTEBAN, JR. LICENSE NO. 13142 EXPIRES 12/31/18	ARCHITECT: ME. CARABELLA R. ENCHA LICENSE NO. 1400 EXPIRES 12/31/18	CONTRACT NO.: 20180000000000000000	SHEET NO.: A-3



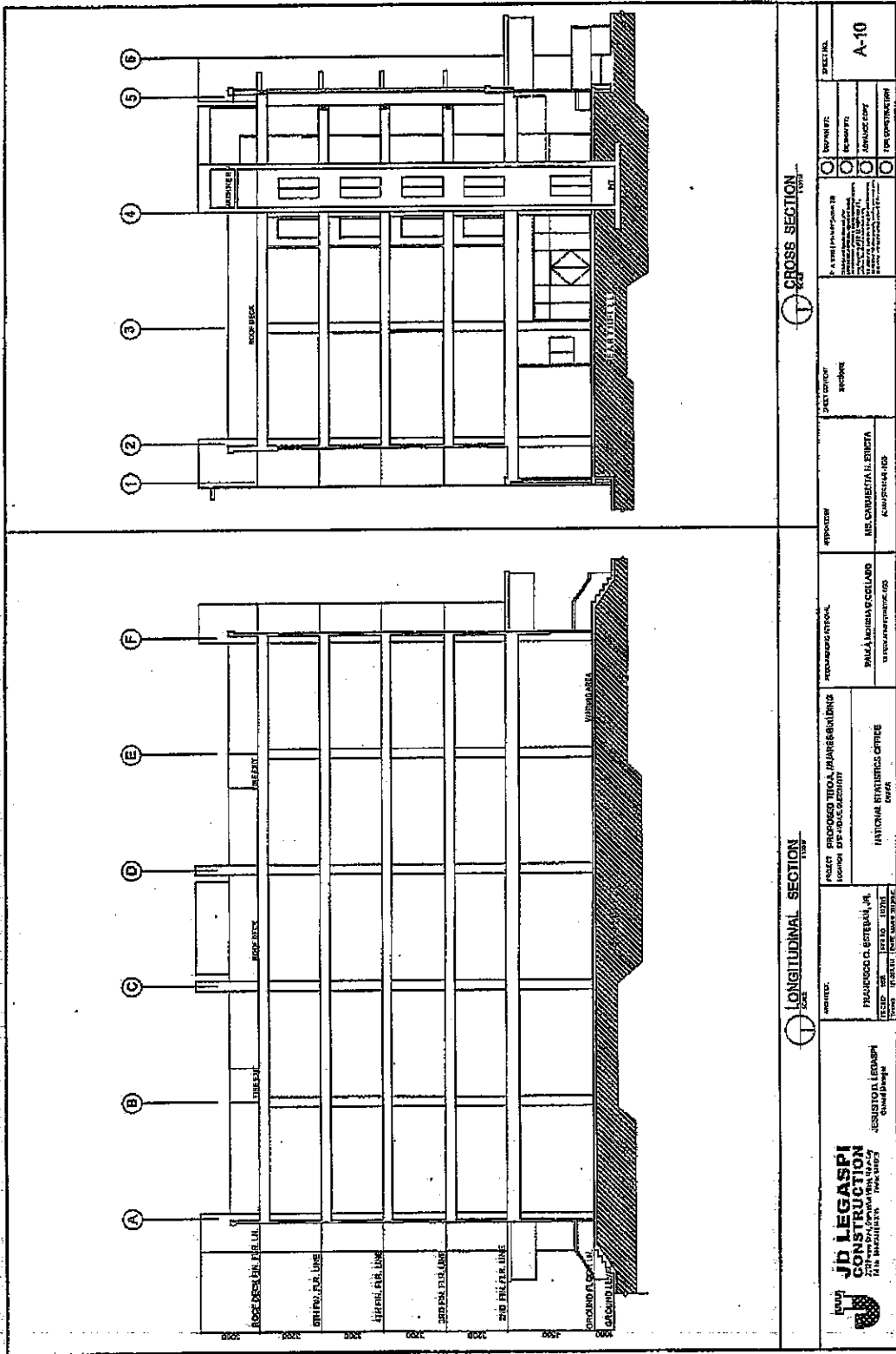
		OWNER FRANCISCO D. BERTALAN, JR. OFFICE: 208 ADDRESS: 208		PROJECT PROPOSED TRICA UNIMARK BUILDING (GENERAL CONTRACTOR)		ARCHITECT PAUL J. MARINIA & ASSOCIATES 2011th Street, Pasig City, Rizal		PROJECT DESCRIPTION 11th Floor		DATE 11/11/2011	
		DESIGNER JESUSITO G. LEGASPI 11th Floor, 11th Street, Pasig City, Rizal		NATIONAL STATISTICS OFFICE 208		PROJECT NO. NS - CUBERTA DE BICITA 11/11/2011		PROJECT NO. NS - CUBERTA DE BICITA 11/11/2011		PROJECT NO. NS - CUBERTA DE BICITA 11/11/2011	
GROUND FLOOR PLAN 11th Floor											



ID LEGASPI CONSTRUCTION 1000 KALANIAN'IMAMA DRIVE, SUITE 100 HONOLULU, HAWAII 96813 TEL: 808-531-1234	FRANCISCO D. ESTEBAN, JR. LICENSE NO. 10722 REGISTERED ARCHITECT	NATIONAL STATISTICS OFFICE OWNER	PUNAHONUA COLLEGE 2400 KALANIAN'IMAMA DRIVE	ARCHITECT: M.S. DANIELA L. ERICIA LICENSE NO. 10722	PROJECT NO.: TSU 3RD FLOOR	DATE: 10/15/2010	DRAWING NO.: A-4
							<input type="checkbox"/> PRELIMINARY <input type="checkbox"/> CONTRACT DOCUMENTS <input type="checkbox"/> PERMITS <input type="checkbox"/> AS BUILT



PROJECT		DESIGNER		DATE		SCALE		SHEET NO.	
FRANCISCO L. ESTEBAN, JR. ARCHITECT		J.D. LEGASPI CONSTRUCTION		APRIL 2008		1/8" = 1'-0"		A-5	
MAGSAC PROCESSING TIER 1 & BUSINESS BUILDING LONDON, SOUTHWEST CALIFORNIA		RUIVA ABENIA SOLORIO ARCHITECT		APRIL 2008		1/8" = 1'-0"		A-5	
INTERNATIONAL STATISTICS OFFICE CENTER		MRS. CONRUE IVA R. BRIZIA CONSTRUCTION		APRIL 2008		1/8" = 1'-0"		A-5	
FOURTH FLOOR PLAN		FOURTH FLOOR PLAN		FOURTH FLOOR PLAN		FOURTH FLOOR PLAN		FOURTH FLOOR PLAN	



JD LEGASPI CONSTRUCTION
 1214 INDUSTRIAL PARKWAY
 HOUSTON, TEXAS 77037
 PH: 713-261-1000
 FAX: 713-261-1001
 WWW.JDLEGASPI.COM

ARCHITECT
FRANCISCO D. ESTERNA, JR.
 12000 WEST 12TH STREET
 HOUSTON, TEXAS 77032

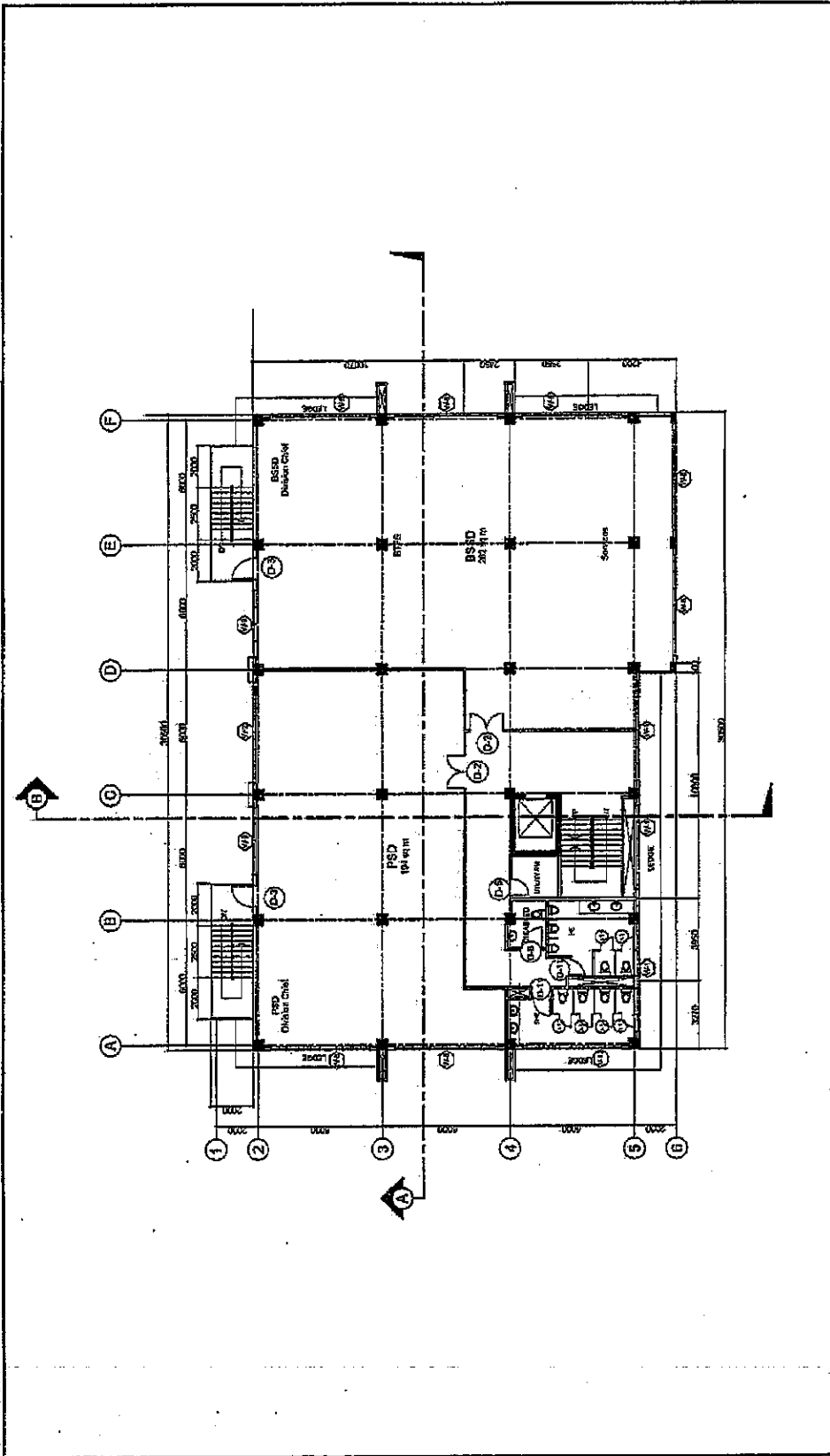
PROJECT MANAGER
FRANCISCO D. ESTERNA, JR.
 12000 WEST 12TH STREET
 HOUSTON, TEXAS 77032

PROFESSIONAL REVIEW
PALLA MOUSAVI & O'LEARY
 12000 WEST 12TH STREET
 HOUSTON, TEXAS 77032

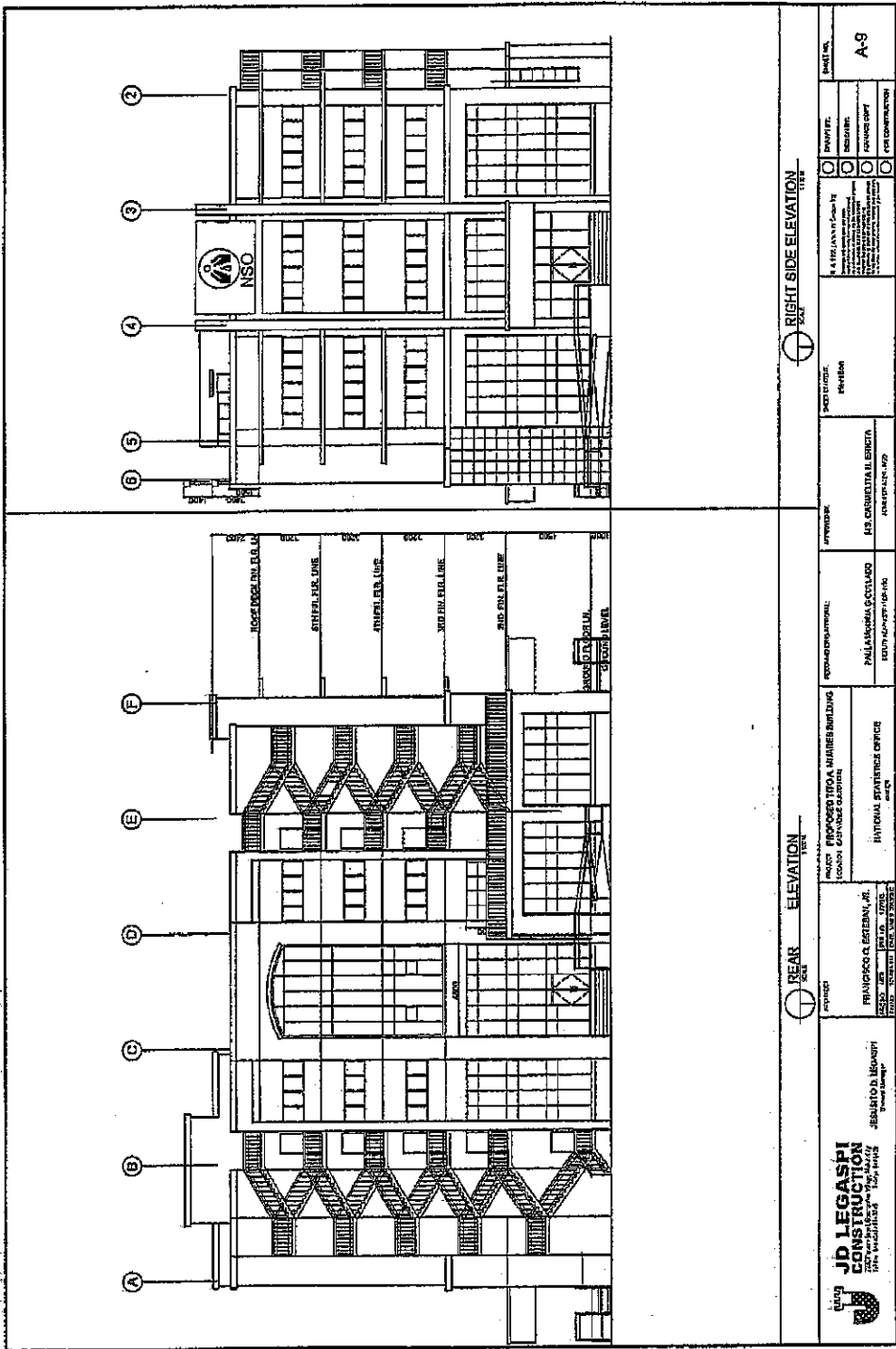
REVISIONS
MRS. CONNOR HILL, ENRCA
 12000 WEST 12TH STREET
 HOUSTON, TEXAS 77032

PROJECT LOCATION
 SECTION

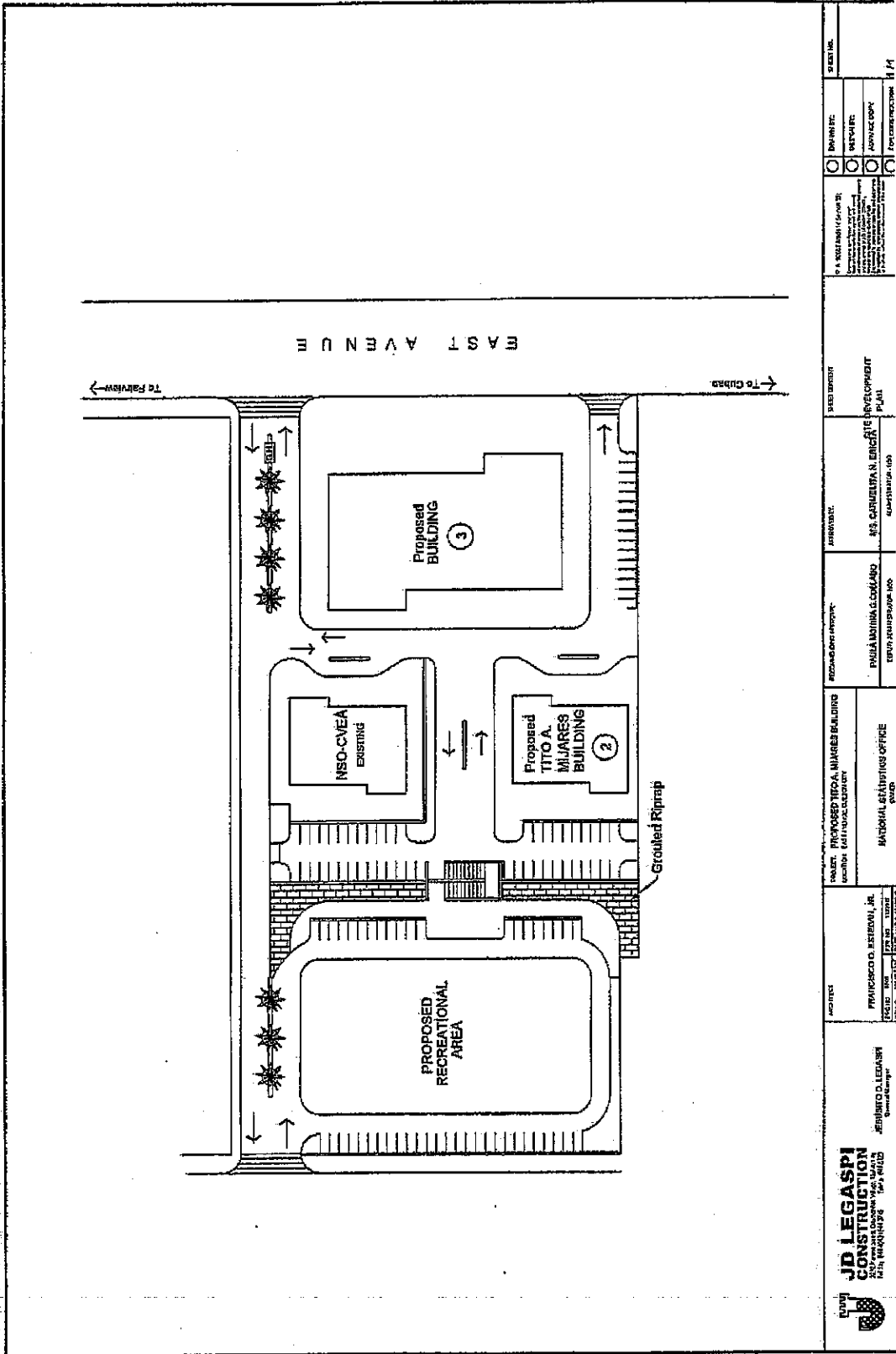
DATE
 11/11/2011
 DRAWN BY
 J. LEGASPI
 CHECKED BY
 F. ESTERNA, JR.
 PROJECT NO.
 A-10
 SHEET NO.
 1 OF 1



 JD LEGASPI CONSTRUCTION REGISTERED ARCHITECTS 1111 S. GARDEN CITY AVENUE, SUITE 100 GARDEN CITY, CALIFORNIA 92345		PROJECT PROPOSED TITO A. MANRES BUILDING (CONSTRUCTION)		CLIENT FRANCISCO O. BERTHIAU, JR. 1000 S. GARDEN CITY AVENUE, SUITE 100 GARDEN CITY, CALIFORNIA 92345		ARCHITECT NATIONAL STATISTICS OFFICE (CONSTRUCTION)		DESIGNER PANAJOURNA BOOLINOS (CONSTRUCTION)		DATE 05/11/2011		SCALE 1/8" = 1'-0"		TITLE FIFTH FLOOR PLAN	
CONTRACT NO. 1111		DATE 05/11/2011		PROJECT NO. 1111		DATE 05/11/2011		PROJECT NO. 1111		DATE 05/11/2011		PROJECT NO. 1111		DATE 05/11/2011	
CONTRACT NO. 1111		DATE 05/11/2011		PROJECT NO. 1111		DATE 05/11/2011		PROJECT NO. 1111		DATE 05/11/2011		PROJECT NO. 1111		DATE 05/11/2011	
CONTRACT NO. 1111		DATE 05/11/2011		PROJECT NO. 1111		DATE 05/11/2011		PROJECT NO. 1111		DATE 05/11/2011		PROJECT NO. 1111		DATE 05/11/2011	



JD LEGASPI CONSTRUCTION 1114 WASHINGTON ST., SUITE 100 LOS ANGELES, CA 90015 TEL: (213) 481-1114 FAX: (213) 481-1115 WWW: WWW.JDLEGASPI.COM	ARCHITECT: LEGASPI ARCHITECTS 1114 WASHINGTON ST., SUITE 100 LOS ANGELES, CA 90015 TEL: (213) 481-1114 FAX: (213) 481-1115 WWW: WWW.JDLEGASPI.COM	PROJECT: PROPOSED TIOA WATER BUILDING 10000 GARDEN GROVE BLVD GARDEN GROVE, CA 92641	ARCHITECTURE: PHILIP MORGAN ARCHITECTS 10000 GARDEN GROVE BLVD GARDEN GROVE, CA 92641	STRUCTURE: HANSEN BUILDING GROUP 10000 GARDEN GROVE BLVD GARDEN GROVE, CA 92641	SHEET NO.: A-8
	PROJECT NO.: 10000 GARDEN GROVE BLVD GARDEN GROVE, CA 92641	DATE: 10/15/2014	DRAWN BY: JDL	CHECKED BY: JDL	SCALE: AS SHOWN



SECTION IV. BIDDING FORMS

Annex A: Contract Agreement Form -----	36
Annex B: Omnibus Sworn Statement -----	38
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ANNEX A

FORM OF CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) Invitation to Bid;
 - (b) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (c) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - (d) Eligibility requirements, documents and/or statements;
 - (e) Performance Security;
 - (f) Notice of Award of Contract and the Bidder's conforme thereto; and
 - (g) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Agreement in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works, the Contract Price or such other sum as may become payable under the provisions of this Agreement at the times and in the manner prescribed by this Agreement.

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

Binding Signature of PROCURING ENTITY

Binding Signature of Contractor

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

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

1. *Select one, delete the other:*

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

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

2. *Select one, delete the other:*

If a sole proprietorship: As the owner and sole proprietor of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *Select one, delete the rest:*

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards;

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any

- person or official, personnel or representative of the government in relation to any procurement project or activity; and
10. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.: _____
Fax No/s.: _____
Email Add/s.: _____
Mobile No.: _____

It is understood that notice/s transmitted in the above stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the Revised Implementing Rules and Regulations of republic Act No. 9184 shall commence from receipt thereof.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

***[Insert NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]***
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon issued on ____ at ____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

Note:

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.

ANNEX C

Statement of All Ongoing and Completed Government and Private Contracts Including Contracts Awarded But Not Yet Started Contracts for the last two years

This is to certify that _____ (company) has the following ongoing and awarded but not yet started contracts:

Date of Contract	Contracting Party	Name of Contract	Type and Brief Description of Consulting Service	Amount of Contract	Value of Outstanding Contract	Consultant is: a. main consultant b. subcontractor c. partner in a JV

Name and Signature of Authorized Representative

Date

- *Instructions:
- a) State all ongoing and completed contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
 - i. Cut-off date is December 11, 2017.
 - ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
 - b) "Value of Outstanding Contract". Indicate here the Value of the Contract that has not yet been accepted and paid by the End-user.
 - c) "Consultant is: ...". Indicate here whether the bidder is a main consultant, subcontractor or a partner in a Joint Venture

ANNEX D

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this _____ day of _____ 201_ at _____ City, Philippines by and among:

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, hereinafter referred to as "_____";

- and -

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, hereinafter referred to as "_____";

- and -

_____, a foreign corporation organized and existing under and by virtue of the laws of _____, represented by its _____, hereinafter referred to as "_____";

Henceforth collectively referred to as the "**Parties**"

WITNESSETH: That

WHEREAS, the Procurement Service (PS) has recently published Request for Offer for the Supply and Delivery of _____ for the _____;

WHEREAS, the parties have agreed to pool their resources together to form the "_____ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PS-DBM;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

**ARTICLE I
ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is
" _____ ";

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of _____ business _____ at _____;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _____ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PS and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PS, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination.

**ARTICLE II
PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the procurement to be conducted by the PS-DBM Bids and Awards Committee for the supply and delivery of _____ for the _____.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PS-DBM, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of _____ (Php) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	P	.00
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, _____ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

**ARTICLE V
MISCELLANEOUS PROVISIONS**

SECTION 1. The provisions of the Request for Offer, Bid Bulletin/s, and other related documents issued by the PS-DBM in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the _____, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

Signed in the Presence of:

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City/Municipality of ____ (indicate also the Province in the case of Municipality), this _____ day of ____ (month & year) personally appeared the following:

Name ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written:

(Notary Public)

Doc. No. ;
Page No. ;
Book No. ;
Series of 20__.

Note:

Sec. 12. Competent Evidence of Identity -- The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

ANNEX E

Form of Performance Security (Bank Guarantee)

To: Procurement Service
PS Complex, Cristobal St.,
Paco, Manila

WHEREAS, _____ (*Name and Address of Supplier*) (hereinafter called "the Supplier") has undertaken, in pursuance of Purchase Order No. _____ dated _____ to execute (*Name of Contract and Brief Description*) (hereinafter called "the Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [*Amount of Guarantee*] proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of Final Acceptance [Inspection and Certification of Acceptance Report (I.C.A.R.)].

SIGNATURE AND SEAL OF THE
GUARANTOR
NAME OF BANK
ADDRESS
DATE

SUPPLIER'S LETTERHEAD

Date

The DBM-PS BAC

Chairperson, BAC VII
Procurement Service Complex
RR Road Cristobal St.
Paco, Manila

Dear Sir:

This has reference to Invitation to Bid under Reference No. AMP 19-008-7 for Supply, Delivery, Installation, Testing and Commissioning of Elevator System for Philippine Statistics Authority (PSA).

(Name of Company) respectfully requests for the following:

- () Withdraw of Bid Submissions
- () Refund of Bid Security (Attached is a photocopy of the Procurement Service Official Receipt)
- () Cancellation of Credit Line Certificate

It is understood that _____ waives its right to file any motion for reconsideration and/or protest in connection with the above-cited Public/Negotiated Bidding Project.

Thank you.

Very truly yours,

Authorized Signatory for the Company

Financial Offer Form

Date: _____
RFO: AMP 19-008-7

To: **The DBM-PS BAC**
Chairperson, BAC VII
Procurement Service
PS Complex, RR Road
Cristobal St., Paco, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [____], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply, Delivery, Installation, Testing and Commissioning of Elevator System for Philippine Statistics Authority (PSA)** in conformity with the said Bidding Documents.

Quantity	Item/Description	Amount	TOTAL PRICE
1 Lot	Supply, Delivery, Installation, Testing and Commissioning of Elevator System for PSA		
	Unit Cost		
	Freight Cost		
	Installation, Testing, and Commissioning Cost		

TOTAL PRICE IN WORDS:

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Section VI. Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in the revised IRR of RA 9184 and shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements stated under this bidding documents.

We have visited the site and are aware and acquitted with the conditions as they exist and the facilities, difficulties, and restrictions affecting the performance of the work and that we have completely examined the plans and specifications of the requirement.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

