



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF TRANSPORTATION  
MARITIME INDUSTRY AUTHORITY

**PROCUREMENT OF A SERVICE  
PROVIDER FOR THE  
COMPREHENSIVE PREVENTIVE  
MAINTENANCE AND REPAIR  
SERVICE (CPMRS) OF THE  
ESCALATORS AND ELEVATORS  
FOR F.Y. 2025**

**PUBLIC BIDDING NO. 2025-01**

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## **Section I. Invitation to Bid**



INVITATION TO BID

**PROCUREMENT OF A SERVICE PROVIDER FOR THE  
COMPREHENSIVE PREVENTIVE MAINTENANCE AND REPAIR  
SERVICE (CPMRS) OF THE ESCALATORS AND ELEVATORS  
OF THE MARINA CENTRAL OFFICE BUILDING  
For F.Y. 2025**

1. The MARITIME INDUSTRY AUTHORITY, through the Republic Act No. 12116 also known as the General Appropriations Act FY 2025 intends to apply the sum of **One Million Five Hundred Thousand pesos (Php 1,500,000.00)** inclusive of all government taxes, other fees and charges, being the ABC to payments under the contract for **Procurement of a Service Provider for the Comprehensive Preventive Maintenance and Repair Service (CPMRS) of the Escalators and Elevators for F.Y. 2025**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **MARITIME INDUSTRY AUTHORITY** now invites bids for the above Procurement Project. Delivery of the Goods is required by **Section VI. Schedule of Requirements**. Bidders should have completed, within **five (5) years** from the date of the bid opening, 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 a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **MARINA Bids and Awards Committee (BAC) Secretariat** and inspect the Bidding Documents at the MARINA website and the address given below from Monday to Friday, 09:00A.M. to 04:00P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the address given below on **January 17, 2025 to February 10, 2025** in the amount of **Five Thousand Pesos (Php5,000.00)**. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and at [www.marina.gov.ph](http://www.marina.gov.ph), however, the Bidder shall pay the Bid Documents based on the table below. Proof of payment shall be presented prior to submission of Bids.

6. The **MARITIME INDUSTRY AUTHORITY** will hold a Pre-Bid Conference at **MARINA Central Office, Port Area, Manila** on **January 27, 2025** and/or *through* video conferencing or webcasting *via* Zoom with details below, which shall be open to prospective bidders.

Join Zoom Meeting

Meeting ID: 886 0892 7561

Passcode: MARINAbac

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **February 10, 2025, 11:00 A.M.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid submission and opening shall be strictly observed based on the schedule below. Bids will be opened in the presence of the Bidders limited to only one representative, who choose to attend at the address below. Late bids shall not be accepted.
10. The Schedule of Bidding Activities shall be as follows:

<b>ACTIVITIES</b>	<b>DATE/TIME</b>	<b>VENUE</b>
1. Posting of Bid Documents	<b>January 17, 2025 to February 10, 2025</b>	PhilGEPS and MARINA Website and Premises
2. Sale and Issuance of Bid Documents	<b>January 17, 2025 to February 10, 2025</b> 9:00 A.M. to 4:00 P.M. (except on February 10, 2025 which will be until 10:00 A.M. only)	10th floor, MARINA Central Office, Port Area, Manila
3. Pre-bid Conference	<b>January 27, 2025</b> 2:00 P.M.	MARINA Central Office, Port Area, Manila and via zoom
4. Deadline of Receipt of Requests for Interpretation from the Bidders	<b>until January 30, 2025</b>	via email : bacsec@marina.gov.ph
5. Issuance/Posting of Supplemental/Bid Bulletin, if any	<b>February 3, 2025</b>	PhilGEPS and MARINA website
6. Deadline of Submission of Bids	<b>February 10, 2025</b> 11:00 A.M.	MARINA Central Office, Port Area, Manila
7. Opening of Bids	<b>February 10, 2025</b> 1:30 P.M.	MARINA Central Office, Port Area, Manila

11. The **MARITIME INDUSTRY AUTHORITY** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

MARINA BAC Secretariat  
10th floor MARINA Building, Bonifacio Drive corner 20th Street  
Port Area (South), Manila, 1018  
bacsec@marina.gov.ph  
(02) 8523-2950

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

[www.marina.gov.ph](http://www.marina.gov.ph)  
<https://www.philgpeps.gov.ph>

Sgd.

**ATTY. MARIA ROWENA B. HUBILLA**  
Chairperson, Bids and Awards Committee

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, **MARITIME INDUSTRY AUTHORITY** wishes to receive Bids for the Procurement of Comprehensive Preventive Maintenance and Repair Services (CPMRS) of the Escalators and Elevators of the MARINA Building for 2025 with Public Bidding No. 2025-01.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2025 in the amount of **One Million Five Hundred Thousand Pesos (Php1,500,000.00)**.

2.2. The source of funding is through the authorized appropriations under the Republic Act No. 12116 also known as the General Appropriations Act FY 2025.

## 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 Manuals 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 **IB** 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 verified and accepted the general requirements of this Project, including 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, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, 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. Foreign ownership is limited to those allowed under the rules to participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of 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, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

Subcontracting is not allowed.

## **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 in MARINA Building 20th St corner Bonifacio Drive Port Area Manila and/or through videoconferencing/webcasting} 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 VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 must at least completed one (1) contract similar to the Project within **the last five (5) years** prior to the deadline for the submission and receipt of bids, equivalent to at least fifty percent (50%) of the ABC
- 10.3. 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. Similar to the required authentication above, 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.

## 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 VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. 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. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

- a. Payment of the contract price shall be made in Philippine Pesos.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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**.
- 14.2. The Bid and bid security shall be valid for **120 calendar days** from the date of opening of bids. Bids not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 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.

## **16. Deadline for Submission of Bids**

16.1. 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**.

## **17. Opening and Preliminary Examination of Bids**

17.1. 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.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

19.1. The Procuring 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 the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as

required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

20.1. 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**

21.1. 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

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Contracts providing Repair and Maintenance services of elevators and escalators.</li> <li>b. The Bidder must have completed a single contract that is similar to this Project, five (5) years prior to the deadline for the submission and receipt of bids, equivalent to at least fifty percent (50%) of the ABC.</li> </ul>
7.1	Subcontracting shall not be allowed.
12	The price of the Good/Services shall be based on the current market prices and minimum wage orders and other relevant laws.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Php 30,000.00 (2%) of ABC</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Php 75,000.00 (5%) of ABC</b> if bid security is in Surety Bond.</li> </ul>
15	<p>Each Bidder shall submit hard copy of the bid requirements in one (1) big sealed envelope, in this template:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;"><b>TO: THE BIDS AND AWARDS COMMITTEE MARITIME INDUSTRY AUTHORITY - CENTRAL OFFICE</b></p> <p><b>FROM:</b> _____ (Name of Bidder in Capital Letters)</p> <p><b>ADDRESS:</b> _____ (Address of Bidder in Capital Letters)</p> <p><b>PROJECT:</b> _____ <b>BID REF:</b> _____ (In Capital Letters, Indicate the Phrase)</p> <p style="text-align: center;"><b>DO NOT OPEN BEFORE</b> _____ (Date and Time for the opening of bids)</p> </div>

	<p>Filling-out instructions:</p> <ol style="list-style-type: none"> <li>a) Be addressed to the Procuring Entity’s BAC;</li> <li>b) Bear the name and address of the Bidder in CAPITAL LETTERS;</li> <li>c) Bear the Name and Bid Ref. No. of the Project; and</li> <li>d) Contain the name of the project to be bid in CAPITAL LETTERS Bear the warning <b>“DO NOT OPEN BEFORE .... (Date and time of the opening of bids)</b></li> </ol> <p>Inside the one (1) big sealed envelope shall contain two (2) sets of sealed envelopes:</p> <ol style="list-style-type: none"> <li>1. One of the envelopes must contain one original and two copies of eligibility and technical documents duly marked as “original”, “copy 1” and “copy 2”.</li> <li>2. The other envelope must contain one original and two copies of the Financial Bid Form duly marked as “original”, “copy 1”, and “copy 2”.</li> </ol>
20.2	<p>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.</p>
	<p>The Service Provider shall assign trained and skilled personnel in its employ (will report Monday to Friday in MARINA from 7:00 PM to 4PM) who are qualified to perform preventive maintenance and repair of the MARINA Central Office Elevators and Escalators. The MARINA has the right to request for replacement of the Service Provider’s personnel if found violating any of the terms and conditions thereof/or if found lack the technical know-how in Escalator and Elevator maintenance, troubleshooting and repair.</p> <p>Service Provider must ensure that all their employees assigned in MARINA observe, at a minimum, safety practices during maintenance, inspection, or testing procedures which include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>● Wearing proper protective equipment when performing maintenance, inspection, and testing tasks.</li> <li>● If applicable, provide signage and/or barriers, especially at hoisting doors</li> <li>● Adherence to good housekeeping practices</li> </ul>



## ***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 invitations which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## 2. **Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods/Services procured, provided such partial payment shall correspond to the value of the goods/services delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to 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 of RA No. 9184.

## 4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods/Services to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods/Services, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

6.1. In order to assure that manufacturing/installation defects shall be corrected by the Supplier/Service Provider, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184 (if applicable).

6.2. The Procuring Entity shall promptly notify the Supplier/Service Provider in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier/Service Provider shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier/Service Provider**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><b><u>RESPONSIBILITIES OF SERVICE PROVIDER</u></b></p> <p>a) The Service Provider shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design without the prior consent of MARINA.</p> <p>b) The Service Provider shall maintain records which shall include repair work performed, preventive maintenance activity, spare parts utilized, and any modifications to the equipment, and/or emergency services.</p> <p>c) The Service Provider shall advise the Director of the MARINA- MFAS through the Building Supervisor of all defective and worn-out parts to be replaced, works done and the specified downtime to be undertaken to put the equipment into normal running condition.</p> <p>d) The Service Provider shall carry out such repairs and worn-out parts replacement upon approval by the MFAS Director.</p> <p>e) In case of an elevator and escalator breakdown during the conduct of preventive maintenance, it shall be the Service Provider's responsibility to restore the Elevators and Escalators to normal operation within a maximum of five (5) working days after a breakdown.</p> <p>f) The Service Provider shall process inspections, documents, and permits necessary for the operation of the Elevators and Escalators at no extra cost to MARINA.</p> <p>Performance Evaluation</p> <p>The Service Provider shall maintain a satisfactory level of performance throughout the term of the Contract. MARINA shall evaluate the Service Provider's performance based on the following:</p> <ul style="list-style-type: none"> <li>a. Quality of Service Rendered;</li> <li>b. Submission of regular Monthly Accomplishment</li> <li>c. Management and suitability of Personnel</li> </ul>
	<p><b>DOCUMENTARY REQUIREMENTS:</b></p> <p>The Service Provider shall submit the following documentary requirements:</p> <ul style="list-style-type: none"> <li>1. PhilGEPS Registration</li> </ul>

	<ol style="list-style-type: none"> <li>1. Mayor's Permit/ Business Permit</li> <li>2. Notarized Omnibus Sworn Statement <ol style="list-style-type: none"> <li>a. To attach duly notarized Special Power of Attorney (If representing the owner of a sole proprietorship).</li> <li>a. To attach duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable if representing a Partnership, Corporation, Cooperative, or Joint venture)</li> </ol> </li> </ol>
	<p><b>RIGHTS AND RESPONSIBILITIES OF MARINA</b></p> <ol style="list-style-type: none"> <li>1) MARINA has the authority to take immediate action in the event that service personnel are found to be dishonest, incompetent, or engaging in conduct deemed prejudicial to MARINA's best interests.</li> <li>2) MARINA holds the exclusive option to terminate the contract at any time for violation of its terms and conditions, or if the services rendered are considered substandard or unsatisfactory.</li> <li>3) MARINA may pre-terminate the contract if the Service Provider fails to fulfill its obligations, following the procedure prescribed under the guidelines on contract termination issued by the Government Procurement Policy Board (GPPB).</li> <li>4) MARINA has the sole discretion to terminate the contract at any time for any violation of the terms and conditions, or if, in MARINA's judgment, the services rendered are deemed unsatisfactory or prejudicial to its interests.</li> </ol>
<p><b>2.2</b></p>	<p><b>Payment Terms</b></p> <p>Payment to the Service Provider shall be made on a monthly basis upon submission of Billing Statement and other supporting documents.</p>
	<p><b>Incidental Services</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, without any additional cost to MARINA:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site repair or installation of spare parts;</li> <li>b. furnishing of tools required for installation and/or maintenance of the installed spares;</li> </ol>

	<p>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied/installed components or equipment;</p> <p>d. performance or supervision or maintenance and/or repair of the supplied/installed component or equipment, for a period of time stipulated in the contract; and</p> <p>e. training of the Procuring Entity’s personnel (MFAS-GSD, Building Maintenance Personnel), on-site, in start-up, operation, maintenance, and/or basic repair of the Equipment/elevator and escalator and its components.</p>
	<p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the spare parts, materials, reports/ notifications, and information for the comprehensive preventive maintenance repair service at no additional cost to MARINA</p> <p>Spare parts or components shall be supplied as promptly as possible, (within five (5) working days)</p>

## ***Section VI. Schedule of Requirements***



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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	Qualified, highly-trained Technical personnel	1-lot		N/A
	Period of Contract			The Contract period shall be Twelve (12) Months from the approval of the contract

I hereby undertake to comply with and deliver all the above requirements.

Company Name

Name and Signature of Authorized Representative

Date

## ***Section VII. Technical Specifications***

## TECHNICAL SPECIFICATIONS

<b>SPECIFICATION</b>		<b>STATEMENT OF COMPLIANCE</b>																																										
<b>Project Description</b>	Procurement of a Service Provider for the Comprehensive Preventive Maintenance and Repair Service (CPMRS) of the Escalators and Elevators for F.Y. 2025																																											
<b>Specification s/ Deliverables</b> <i>(Ex. Size, color, materials used and other specs requirements)</i>	<p>a. The supply of supervision, labor, equipment, tools, materials, parts, and expertise for the Monthly Preventive Maintenance and Repair service of three (3) units of elevators, two (2) units of escalators, and one (1) unit wheelchair lift located at the MARINA Central Office, for a period of twelve (12) months, from 01 January 2025 or upon receipt of Notice to Proceed (NTP), whichever comes later.</p> <p>b. Conduct periodic inspection, preventive maintenance, incidental servicing, emergency service, and repair and replacement of parts of the three (3) units of elevators, two (2) units of escalators, and one (1) unit wheelchair lift as specified below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">ELEVATOR 1</th> <th style="text-align: center;">ELEVATOR 2</th> <th style="text-align: center;">ELEVATOR 3 (SCENIC)</th> <th style="text-align: center;">W.CHAIR LIFT</th> <th style="text-align: center;">ESC 1 &amp; ESC 2</th> </tr> </thead> <tbody> <tr> <td><b>Type/ Model</b></td> <td>TWJ1150-1.5 (MRL)</td> <td>TKJ630-1.5 (with MR)</td> <td>TWJ1000-1.5</td> <td>SJDO.34-3.5</td> <td>KYS235-800-3500</td> </tr> <tr> <td><b>Use</b></td> <td>Passenger</td> <td>Passenger</td> <td>Passenger/ Scenic</td> <td>Passenger</td> <td>Passenger</td> </tr> <tr> <td><b>No. of Units</b></td> <td>One (1)</td> <td>One (1)</td> <td>One (1)</td> <td>One (1)</td> <td>Two (2)</td> </tr> <tr> <td><b>Capacity</b></td> <td>1150 kgs</td> <td>630 kgs (8 persons)</td> <td>1000 kgs</td> <td>340 kgs</td> <td>7500 persons/ hour</td> </tr> <tr> <td><b>Speed</b></td> <td>90 meters/ minute</td> <td>90 meters/ minute</td> <td>90 meters/ minute</td> <td>2-3 meters/ minute</td> <td>30meters/ minute</td> </tr> <tr> <td><b>No. of stops/operations</b></td> <td>Twelve (12) @ G,2-12</td> <td>Twelve (12) @ G,2-12</td> <td>Twelve (12) @ G,2-12</td> <td>Two (2) @ G,2</td> <td></td> </tr> </tbody> </table> <p>c. Systematically examine, clean, lubricate, adjust, apply rust protective paint, and repair/replace parts of all the machines specified above.</p> <p>d. Provide emergency service and repairs without additional charge and respond immediately to MARINA's report of</p>		ELEVATOR 1	ELEVATOR 2	ELEVATOR 3 (SCENIC)	W.CHAIR LIFT	ESC 1 & ESC 2	<b>Type/ Model</b>	TWJ1150-1.5 (MRL)	TKJ630-1.5 (with MR)	TWJ1000-1.5	SJDO.34-3.5	KYS235-800-3500	<b>Use</b>	Passenger	Passenger	Passenger/ Scenic	Passenger	Passenger	<b>No. of Units</b>	One (1)	One (1)	One (1)	One (1)	Two (2)	<b>Capacity</b>	1150 kgs	630 kgs (8 persons)	1000 kgs	340 kgs	7500 persons/ hour	<b>Speed</b>	90 meters/ minute	90 meters/ minute	90 meters/ minute	2-3 meters/ minute	30meters/ minute	<b>No. of stops/operations</b>	Twelve (12) @ G,2-12	Twelve (12) @ G,2-12	Twelve (12) @ G,2-12	Two (2) @ G,2		
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	any escalator/elevator malfunction, inoperability, or otherwise appearing to constitute a danger to users.	
<p><b>Other End-User Requirements</b>  <i>Ex. Warranty, photos of the product and other end-user requirements</i></p>	<p><b>RESPONSIBILITIES OF SERVICE PROVIDER</b></p> <ul style="list-style-type: none"> <li>a. The Service Provider shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design without the prior consent of MARINA.</li> <li>b. The Service Provider shall maintain records which shall include repair work performed, preventive maintenance activity, spare parts utilized, and any modifications to the equipment, and/or emergency services.</li> <li>c. The Service Provider shall advise the Director of the MARINA- MFAS through the Building Supervisor of all defective and worn-out parts to be replaced, works done and the specified downtime to be undertaken to put the equipment into normal running condition.</li> <li>d. The Service Provider shall carry out such repairs and worn-out parts replacement upon approval by the MFAS Director.</li> <li>e. In case of an elevator and escalator breakdown during the conduct of preventive maintenance, it shall be the Service Provider’s responsibility to restore the Elevators and Escalators to normal operation within a maximum of five (5) working days after a breakdown.</li> <li>f. The Service Provider shall process inspections, documents, and permits necessary for the operation of the Elevators and Escalators at no extra cost to MARINA.</li> </ul> <p><b>OTHER CONDITIONS</b></p> <ul style="list-style-type: none"> <li>a. The Service Provider represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this project, and hereby agrees and warrants that it shall faithfully observe and comply therewith.</li> <li>b. The Service Provider shall assign trained and skilled personnel in its employ who are qualified to perform preventive maintenance and repair of the MARINA Central Office Elevators and Escalators. The MARINA has the right to request for replacement of the Service Provider’s personnel if found violating any of the terms and conditions thereof/or if found lack the technical</li> </ul>	

	<p>know-how in Escalator and Elevator maintenance, troubleshooting and repair.</p> <p>c. The Service provider shall furnish tools, equipment, lubricants, and cleaning supplies as necessary to carry out their duties and responsibilities.</p> <p>d. All work and services provided for this project are to be performed during normal working hours on regular working days. The MARINA may request the Service Provider in writing, for work outside such times at no extra cost if it affects the operation at the MARINA Central Office Building. All works and services are not required to be carried out on public holidays except when the MARINA finds it necessary in its operation.</p> <p>e. The Service Provider must ensure that all their employees assigned in MARINA observe, at a minimum, safety practices during maintenance, inspection, or testing procedures which include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>● Wearing proper protective equipment when performing maintenance, inspection, and testing tasks.</li> <li>● If applicable, provide signage and/or barriers, especially at hoisting doors</li> <li>● Adherence to good housekeeping practices</li> </ul> <p>f. MARINA shall have the sole option to cancel/terminate the contract at any time for violation of any of the terms and conditions thereof and/or if, in its judgment, the service it has rendered is substandard and/or unsatisfactory;</p> <p>g. The Contractor nor the MARINA will not allow any third party to do any repair work or replace any part or component of the subject equipment without written consent/approval of both parties.</p> <p><b>MARINA REQUIREMENT</b></p> <p>Prospective bidders shall acquire/submit the following requirements/documents together with the quotation:</p> <p>a. The company has a minimum of two (2) years of experience in the elevator and escalator maintenance and repair industry. (Photocopy of the contract entered by and between the bidder and previous or existing client to be submitted to MARINA)</p>	
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	<p>b. Service Provider must submit one (1) Client Satisfaction Rating as proof of satisfactorily providing a similar service with another government agency or private entity within one (1) year preceding the submission of the quotation. (Certification on Satisfaction Rating issued by a previous or existing client to be submitted to MARINA); and</p> <p>c. The Service Provider shall have a physical office/branch in Metro Manila and available line of communication.</p>	
<p><b>Delivery Terms/ Service Schedule</b> <i>(to be determined by the End-User)</i></p>	<p>The term of the Service Agreement will be for the period of Twelve (12) Months from the approval of the contract.</p> <p>Extension Clause – Except to the extent as otherwise provided in the contract, and subject to the provision of Republic Act (RA) 9184 and its 2016 Implementing Rules and Regulations (IRR). The parties shall extend the contract on a month-to-month basis under the same applicable terms and conditions up to the scope of services and quality of works, in the event that no new contract is awarded after the expiration of the current contract.</p> <p>All regular services will be conducted during regular working hours, Monday to Friday from 8:00 a.m. to 5:00 p.m., and, whenever necessary, on Saturdays and Holidays, with no extra cost to MARINA.</p>	
<p><b>Payment Terms</b> <i>(Government terms 15-30 CD)</i></p>	<ol style="list-style-type: none"> <li>1. Send bill arrangement;</li> <li>2. Monthly Service Reports on the Preventive Maintenance of the Elevators and Escalators complete with findings, recommendations, parts, and equipment that needs to be repaired or replaced duly signed by a MARINA authorized representative.</li> <li>3. Within twenty (20) calendar days upon receipt of billing invoice/statement of account;</li> <li>4. Payment shall be made through the list of due and demandable accounts payable with advice debit account (LDDAP-ADA); and</li> <li>5. The supplier shall provide the bank account wherein payment will be credited preferably LandBank of the Philippines account, otherwise, bank charges shall be borne by the supplier.</li> </ol>	

<p><b>Documentary Requirements</b> (per RA9184)</p>	<ol style="list-style-type: none"> <li>1. PhilGEPS Registration</li> <li>2. Mayor's Permit/ Business Permit</li> <li>3. Notarized Omnibus Sworn Statement <ol style="list-style-type: none"> <li>a. To attach duly notarized Special Power of Attorney (If representing the owner of a sole proprietorship).</li> <li>b. To attach duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable if representing a Partnership, Corporation, Cooperative, or Joint venture).</li> </ol> </li> </ol>	
	<p><b><u>QUALIFICATION OF THE BIDDERS:</u></b></p> <ol style="list-style-type: none"> <li>a. Should possess a minimum of two (2) years of experience in providing Repair and Maintenance services to lifting equipment/ elevator and escalator;</li> <li>b. Should be registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA), as applicable;</li> <li>c. Must be duly registered with the Bureau of Internal Revenue (BIR) with a Net Financial Contracting Capacity at least equal to the ABC or committed Credit Line equal to 10% of ABC;</li> <li>d. Must have received a very satisfactory rating from at least one (1) government agency or private corporation with whom the service provider has had a past or ongoing contract;</li> <li>e. Should be registered with the Philippine Government Electronic Procurement System (PhilGEPS); and</li> <li>f. The Service Provider must maintain a physical office in Metro Manila with available communication lines.</li> </ol>	
<p><b>Note: Prospective suppliers must comply with all of the above requirements to become eligible with the said procurement project.</b></p>		

## ***Section VIII. Checklist of Technical and Financial Documents***



# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### Technical Documents

- 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) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- g) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### ***Class “B” Documents***

- l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

### **II. FINANCIAL COMPONENT ENVELOPE**

- m) Original of duly signed and accomplished Financial Bid Form; **and**  
 n) Original of duly signed and accomplished Price Schedule(s).

#### *Other documentary requirements under RA No. 9184 (as applicable)*

- o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

# **Section IX**

## **Bidding Forms**

COMPANY LETTERHEAD

**Statement of ongoing government and private contracts**

PROCUREMENT OF SERVICE PROVIDER FOR THE COMPREHENSIVE PREVENTIVE MAINTENANCE AND REPAIR SERVICE (CPMRS) OF THE ESCALATORS AND ELEVATORS FOR THE MARINA CENTRAL OFFICE BUILDING FOR F.Y. 2025

Statement of all its ongoing government and or private contracts within the last **Five (5)** 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.

Name	Name of Contract	Date and status of contract	Kinds of Service	Amount of contract	Value of outstanding contracts	Date of Delivery	Purchase order Number/s or Date of Contract/s
Total value of outstanding contract:							

**CERTIFIED CORRECT:**

\_\_\_\_\_  
**Name and Signature of Authorized Representative**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Date**

COMPANY LETTERHEAD

**Statement of Single Largest Completed Contract (SLCC)**

PROCUREMENT OF SERVICE PROVIDER FOR THE COMPREHENSIVE PREVENTIVE MAINTENANCE AND REPAIR SERVICE (CPMRS) OF THE ESCALATORS AND ELEVATORS FOR THE MARINA CENTRAL OFFICE BUILDING FOR F.Y. 2025

Statement of Single (1) Largest Completed Contract of Similar nature within the last **five (5)** years from the date of submission and receipt of bids amounting to at least fifty percent (50%) of the Approved Budget of the Contract (ABC)

Name of client	Name of Contract	Date of contract	Kinds of Service	Value of contract	Date of completion	Contract Memorandum of Agreement; and Certificate of End-user’s Acceptance (EUA) or Official Receipt (OR)/ Collection Receipt covering the full amount of contract (copies attached)

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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

**BID SECURING DECLARATION**  
**Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

## Performance Securing Declaration (Revised)

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. Replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**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 OR ITS  
AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

---

REPUBLIC OF THE PHILIPPINES )

CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

COMPANY LETTERHEAD

PROCUREMENT OF SERVICE PROVIDER FOR THE COMPREHENSIVE PREVENTIVE MAINTENANCE AND REPAIR SERVICE (CPMRS) OF THE ESCALATORS AND ELEVATORS FOR THE MARINA CENTRAL OFFICE BUILDING FOR F.Y. 2025

Certificate of Net Financial Contracting Capacity

(Please show figures at how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is (P) which is at least equal to the ABC to be bid. The amount is computed as follows: (Please show computation of NFCC)

NFCC = [(CA-CL) (15)] - C

Where:

- CA = Current Assets
CL = Current Liabilities
C = Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NOTE:

The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR (Sec. 23.4.1.4.), Revised IRR of RA 9184.

Issued this day of ,20

Name & Signature of Authorized Representative

Position

Date

PROCUREMENT OF SERVICE PROVIDER FOR THE COMPREHENSIVE PREVENTIVE MAINTENANCE AND REPAIR SERVICE (CPMRS) OF THE ESCALATORS AND ELEVATORS FOR THE MARINA CENTRAL OFFICE BUILDING FOR FY 2025

**Joint Venture Agreement\***

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT**

**VENTURE**, executed by:

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at

....., represented herein by its

,

....., hereinafter referred to as“... ”;

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at

,

....., represented herein by its

,

....., hereinafter referred to as“... ”;

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at

,

....., represented herein by its

,

....., hereinafter referred to as “... ”;

(hereinafter referred to collectively as “Parties”)

For submission to the **Bids and Awards Committee** of the **MARITIME INDUSTRY AUTHORITY**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No.9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **MARITIME INDUSTRY AUTHORITY**, pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW, THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the MARINA BAC a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case maybe).

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\*if applicable

That furthermore, the parties agree to be jointly and severally under the said Joint Venture Agreement;

THAT finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non- issuance of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by MARINA under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of MARINA.

This undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above- written.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines. Affiant exhibited to me his/her competent evidence of Identity (as defined by 2004 Rules on Notarial Practice issued \_\_\_\_\_ at \_\_\_\_\_, Philippines.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_;

Page No. \_\_\_\_\_;

Book No. \_\_\_\_\_;

Series of \_\_\_\_\_



Bid Form for the Procurement of Services

*[shall be submitted with the Bid]*

**BID FORM**

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of

of agent Currency Commission or gratuity

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(if none, state “None”)]

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 pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

Company Letterhead

**Financial Bid Form**

<b>Description</b>	<b>Quantity</b>	<b>ABC</b>	<b>TOTAL BID PRICE  (inclusive of VAT)</b>
PROCUREMENT OF SERVICE PROVIDER FOR THE COMPREHENSIVE PREVENTIVE MAINTENANCE AND REPAIR SERVICE (CPMRS) OF THE ESCALATORS AND ELEVATORS FOR THE MARINA CENTRAL OFFICE BUILDING FOR F.Y. 2025	<b>1 lot</b>	<b>₱1,500,000.00</b>	
<b>Total Bid Price Inclusive of VAT in Words</b>			

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*[signature over printed name]*

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*[in the capacity of]*

The financial bid form shall be supported by a cost breakdown.

