



University of the Philippines  
**OPEN UNIVERSITY**

# **PHILIPPINE BIDDING DOCUMENTS**

for

# **PAINTING OF THE LEFT AND RIGHT SIDE EXTERIOR WALLS OF THE INTERNATIONAL CONVENTION CENTER**

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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

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

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.



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

### **Painting of the Left and Right Side Exterior Walls of the International Convention Center**

The UP Open University (UPOU), through the Government of the Philippines (GOP) Revolving Fund, intends to apply the sum of One Million Forty Thousand Five Hundred Ninety Pesos and Twenty-Three Centavos (PhP1,040,590.23) being the Approved Budget for the Contract (ABC) to payments under the contract for “Painting of the Left and Right Side Exterior Walls of the International Convention Center” (IB No. 24-08-001). Bids received in excess of the ABC shall be automatically rejected at bid opening.

The UPOU now invites bids for the above Procurement Project. Completion of the Works is required in forty-five (45) calendar days. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Interested bidders may obtain further information from BAC Secretariat and inspect the Bidding Documents from 8:00 AM to 5:00 PM Monday to Friday at the UPOU Headquarters, Los Baños, Laguna.

A complete set of Bidding Documents may be acquired by interested bidders from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **One Thousand Pesos (PhP 1,000.00)** only. UPOU shall allow the bidder to present its proof of payment for the fees in person, by facsimile or through electronic means.

The UPOU will hold a **Pre-Bid Conference** on **03 September 2024, 1:30 PM** at the UPOU Headquarters, Los Banos, Laguna and/or through video conferencing or any other means, which shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before 16 September 2024, 12:00 PM.** Late bids shall not be accepted.

All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.



Bid opening shall be on **16 September 2024, 1:30 PM** at the given address below and/or via video conferencing or any other means. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The UPOU reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

**MS. ELVY A. PAMULAKLAKIN**

Head, Bids and Awards Committee (BAC) Secretariat

UPOU Headquarters, Los Baños, Laguna

Telephone No.: (049) 536-6001-06 local 210-211

Telefax No.: (049) 536-5991

Email: **[bac@upou.edu.ph](mailto:bac@upou.edu.ph)**

You may visit the following websites:

For downloading of Bidding Documents:

*<https://www.upou.edu.ph/bids-and-awards-committee/>*

*22 August 2024*

**(SGD) Dr. PRIMO G. GARCIA**

Chair

Bids and Awards Committee

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

### **1. Scope of Bid**

The UPOU invites Bids for the **Painting of the Left and Right Side Exterior Walls of the International Convention Center**, with Project Identification Number IB No. 24-08-001.

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

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below in the amount of PhP1,040,590.23.

2.2. The source of funding is Revolving Fund.

### **3. Bidding Requirements**

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

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

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

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

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.  
  
A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.
- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

## 6. Origin of Associated Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

- 7.2. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, **UPOU Headquarters, Los Banos, Laguna** 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. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

## 11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII. Checklist of Technical and Financial Documents**.

- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Alternative Bids**

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

## **13. Bid Prices**

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

## **14. Bid and Payment Currencies**

- 14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. Payment of the contract price shall be made in Philippine Pesos.

## **15. Bid Security**

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid and shall not exceed forty-five (45) calendar days from the date of the opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

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

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

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

1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

## **20. Post Qualification**

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall

submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

## *Section III. Bid Data Sheet*

ITB Clause											
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work.										
7.1	<i>No additional requirement.</i>										
10.3	<i>No further instructions.</i>										
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> </tr> </thead> <tbody> <tr> <td>1. Resident Architect/Civil Engineer</td> <td>Min. 5 yrs</td> </tr> <tr> <td>2. Safety Officer/Engineer</td> <td>Min. 5 yrs w/ COSH Certificate</td> </tr> <tr> <td>3. General Foreman</td> <td>Min. 5 yrs</td> </tr> </tbody> </table> <p><b>Note:</b> Personnel with multiple expertise and qualifications with at most three different positions mentioned above are allowed as long as he/she can provide the necessary documentation in support of his/her qualifications such as appropriate licenses, certificate of training, accreditation, and the like should be submitted separately for each position.</p>	<u>Key Personnel</u>	<u>General Experience</u>	1. Resident Architect/Civil Engineer	Min. 5 yrs	2. Safety Officer/Engineer	Min. 5 yrs w/ COSH Certificate	3. General Foreman	Min. 5 yrs		
<u>Key Personnel</u>	<u>General Experience</u>										
1. Resident Architect/Civil Engineer	Min. 5 yrs										
2. Safety Officer/Engineer	Min. 5 yrs w/ COSH Certificate										
3. General Foreman	Min. 5 yrs										
10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><b>A. Equipment</b></th> <th style="text-align: center;"><b>No. of Units</b></th> </tr> </thead> <tbody> <tr> <td>1. Grinder</td> <td>Min. 2 units</td> </tr> <tr> <td>2. Ready stock scaffolding or guarantee from scaffolding rental supplier</td> <td></td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><b>B. Others</b></th> <th style="text-align: center;"><b>No. of Units</b></th> </tr> </thead> <tbody> <tr> <td>1. PPE (Personal Protective Equipment) (includes hard hat, safety vest, safety shoes, safety harness, safety gloves)</td> <td>Min. 15 pcs per item</td> </tr> </tbody> </table>	<b>A. Equipment</b>	<b>No. of Units</b>	1. Grinder	Min. 2 units	2. Ready stock scaffolding or guarantee from scaffolding rental supplier		<b>B. Others</b>	<b>No. of Units</b>	1. PPE (Personal Protective Equipment) (includes hard hat, safety vest, safety shoes, safety harness, safety gloves)	Min. 15 pcs per item
<b>A. Equipment</b>	<b>No. of Units</b>										
1. Grinder	Min. 2 units										
2. Ready stock scaffolding or guarantee from scaffolding rental supplier											
<b>B. Others</b>	<b>No. of Units</b>										
1. PPE (Personal Protective Equipment) (includes hard hat, safety vest, safety shoes, safety harness, safety gloves)	Min. 15 pcs per item										
12	<i>No further instructions.</i>										
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than <b>PhP 20,811.80 (2%) of ABC</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than <b>PhP 52,029.51 (5%) of ABC</b> if bid security is in Surety Bond.</li> </ol>										
19.2	Partial bids is not allowed.										
20	Valid PCAB License and Registration: Small B (minimum size range); General Building (GB1); Category C or D (minimum license category)										



21	The Bidder shall submit additional contract document relevant to the project such as Contractor's Letter-Certificate to UPOU.
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## ***Section IV. General Conditions of Contract***

### **1. Scope of Contract**

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

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

### **2. Sectional Completion of Works**

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

### **3. Possession of Site**

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

### **4. The Contractor's Obligations**

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

## **5. Performance Security**

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **6. Site Investigation Reports**

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC supplemented by any information obtained by the Contractor.

## **7. Warranty**

7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

## **8. Liability of the Contractor**

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

## **9. Termination for Other Causes**

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in ITB Clause 4.

## **10. Dayworks**

Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

## **11. Program of Work**

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

## **12. Instructions, Inspections and Audits**

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

## **13. Advance Payment**

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex “E” of the 2016 revised IRR of RA No. 9184.

## **14. Progress Payments**

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity’s Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

## **15. Operating and Maintenance Manuals**

- 15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

## *Section V. Special Conditions of Contract*

GCC Clause	
2	The <b>Intended Completion Date</b> is <b>forty-five (45) calendar days</b> from the starting date; the starting date being seven (7) calendar days from the issuance of the Notice to Proceed.  <i><b>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</b></i>
4.1	The UPOU shall give possession of all parts of the Site to the Contractor upon issuance of the Notice to Proceed.
6	The site inspection report shall be provided to the UPOU.
7.2	The warranty against Structural Defects/Failures, except those occasioned-on force majeure, shall cover a period of five (5) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Schedule of Work to the Procuring Entity's Representative within ten (10) calendar days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is one tenth (1/10) of one percent (1%) per day of delay for the current progress billing.
13	The amount of the advance payment is fifteen percent (15%) of the total contract price subject to the requirements of the Revised IRR of RA 9184 and additional conditions, if any.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	(a) The date by which operating and maintenance manuals are required is not later than thirty (30) calendar days prior to conducting the acceptance test.  (b) The date by which "as built" drawings are required is thirty (30) calendar days upon the project completion. (c) In addition, for every Progress of Work the contractor must submit an "As-Built" drawings as supporting document for the approval of Progress Payment.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is two percent (2%) of the Contract Price or the non-issuance of the Retention Money.

# *Section VI. Specifications*

## **TECHNICAL SPECIFICATIONS**

### **GENERAL REQUIREMENTS**

1. This specification is intended to cover all labor and materials for the complete construction of all proposed projects as shown in the working drawing and described therein.
2. Materials and/or work not specifically mentioned in the specification, working drawings and other Contract Documents, but is implied and deemed necessary to complete the work shall be supplied by the Contractor, and executed in a work-manlike manner of appropriate number, location, size and the highest quality available without extra cost to the Owner.
3. The Owner reserves the right to alter and/or to omit any part of the plans, any extra charge must be submitted to the Architect and/or Engineer for approval of final acceptance.
4. The Contractor shall furnish for approval of the authorized representative with promptness, samples as specified or required work shall be in accordance with approved samples.
5. The Contractor shall guarantee the building except for works with specific guarantee for a period of one (1) year after the final acceptance by the Owner. He shall repair, replace and make good at his expense, all defects which may arise during the term of guarantee and warranty due to defective workmanship and/or inferior quality of materials.
6. All contractors submitting the proposal for this project shall first examine the site. All proposals shall take into consideration all such conditions that may affect the work under this contract. The specifications and plans shall form part as one. Anything mentioned on plans and not mentioned on the scope of work and specifications and vice versa shall be properly consulted to the Project Architect/Engineer for clarification.
7. The contractor shall coordinate his work with all parties to ensure proper phasing or comply with the approved schedule of work. The contractor shall engage under him, a registered Engineer or Architect to supervise his work. He shall remain at all times in the construction site.
8. Logbook shall be available at the site. It shall contain the daily activities in the site, including but not limited to weather condition, delivery, manpower and other matters pertaining to the condition of the project. It will also serve as the data for the contractor and the Project Inspector and shall be surrendered to the UPOU at the end of the project.
9. No alteration or additional work that will result in an additive or deductive cost change from the Contract shall be allowed without the approval of the chancellor.
10. The contractor shall submit at least three (3) options per item for approval. Complete specifications with product samples shall be submitted by the contractor to the Project Architect and end-user for evaluation. Inspection of the Project Architect/Engineer in-charge shall be required prior to installation of any item/material on the construction.

11. Existing conditions of the work site shall be documented by the contractor and photos shall be taken before commencement of work to ensure such status. Any damage to the areas due to the contractor's on-going work shall be restored at his expense.
12. The contractor shall provide a complete copy of "As built plans" of the project/unit concerned in A3 original sheets.
13. The contractor shall promptly remove from the premises all rubbish, trash, debris, and all superfluous building materials weekly. After the completion of all works, restore all areas that were damaged as affected by the construction works and leave the site clean to the satisfaction of the Project Inspector or his representative and End-user.
14. All materials removed from the unit shall be properly documented prior to turn-over to the End-user for proper safe keeping. The turn-over document shall be attached to the contractor's final billing.

## **SECTION 09 24 00**

### **PLASTERING**

#### **PART 1 GENERAL**

##### **1.1 SCOPE OF WORK**

This section shall include all management, labor, materials, tools, equipment and services required to furnish and install plastering as specified herein and shown in Drawings required to perform all works in accordance to the General Conditions of the Contract Documents. All masonry unit work or concrete work not specifically specified with a finish, exposed to view shall be cement plastered. Plastering work shall be coordinated properly with the work of other trades. The work of other trades shall be protected properly from damage during plastering operations. Floors and finished work shall be properly protected with a covering of polyethylene sheets or heavy kraft waterproof paper, with lapped and sealed joints. Scaffolding shall be amply strong, well braced, tied securely and inspected regularly. Overloading of scaffolding will not be permitted.

##### **1.2 REFERENCES**

Comply with quality assurance requirements under General Conditions of the Contract Documents and Manufacturer's instructions. Reference the following standards as applicable:

- 1.2.1** ASTM C 926-98a Standard Specification for Application of Portland Cement-Based Plaster
- 1.2.2** ASTM C 932-02 Standard Specifications for Surface-Applied Bonding Compounds for Exterior Plastering
- 1.2.3** ASTM C 1063-03 Standard Specification for Installation of Lathing and Furring to receive Interior and Exterior Portland Cement-based Plaster.

##### **SUBMITTALS**

All submittals for approval as indicated herein shall be in accordance to the provisions under General Conditions of the Contract Documents.



#### **1.4 QUALITY ASSURANCE**

Comply with quality assurance requirements under General Conditions of the Contract Documents and Manufacturer's instructions.

#### **1.5 DELIVERY, STORAGE AND HANDLING**

**1.5.1** Comply with product delivery requirements under General Conditions of the Contract Documents and Manufacturer's instructions.

**1.5.2** Manufactured materials shall be delivered in the original packages and containers bearing the name and brand of the manufacturer. Cement and lime shall be stored off the ground under watertight cover, and away from sweating walls and damp surfaces, until ready for use. Damaged or deteriorated materials shall be removed from the premises.

#### **1.6 WARRANTY**

Special written warranty for each material specified herein shall be submitted by Manufacturer/Contractor without reducing or otherwise limiting any other rights to correction which the Owner may have under the Contract Documents. Failures are defined to include faulty workmanship or faulty materials.

#### **1.7 PROJECT CONDITIONS**

Comply with field examination requirements under General Conditions of the Contract Documents and Manufacturer's instructions.

### **PART 2 PRODUCTS**

**2.1** Portland Cement: Shall conform to PNS 07-1992, type 1.

**2.2** Sand: Shall be clean natural sand or manufactured sand passing a 3mm screen and retained in a No. 100 mesh sieve.

**2.3** Water: For mixing shall be potable.

**2.4** Lime: Shall be hydrated lime with the requirement that the free (Unhydrated) calcium oxide (CaO) and magnesium oxide (MgO) in the hydrated product shall not exceed 8 percent by weight calculated on the "as received" basis.

### **PART 3 EXECUTION**

#### **3.1 Preparation**

**3.1.1** Mixing of plaster: Except where hand mixing of small patches is approved, mechanical mixers of an approved type shall be used for the mixing of plaster. Materials shall be accurately measured in a device that will maintain the specified proportions within a plus or minus tolerance not in excess of 5 percent by volume. Caked or lumped materials shall not be used. Mechanical mixers, mixing boxes, and tools shall be cleaned after mixing each batch and kept freely of plaster from previous mixes. Plaster shall be thoroughly mixed with the proper amount of water, until uniform in color and consistency. Re-tempering will not be permitted, and all plaster that has begun to stiffen shall be discarded.

**3.1.2** Proportioning of plaster: Portland cement plaster shall be a two-coat application. Each coat shall be proportioned as follows:

One (1) part Portland Cement

Three (3) parts Sand; and  
One-fifth (1/5) part Lime Putty

- 3.1.3** Application of plaster: Base coats shall be applied with sufficient pressure and the plaster shall be sufficiently plastic to provide good bonds on masonry or concrete base. Plaster work shall be finished level, plumb, square and true, within a tolerance of 3mm in 3m, without eaves, cracks, blisters, pits, grazing, discoloration, projections or other imperfections. Plasterwork shall have no visible junction marks where one day's work adjoins another. Finished work shall be covered and protected in an approved manner to prevent damage.
- 3.1.4** Portland Cement Plaster: Shall be applied in two coats double-up method on masonry or concrete to a thickness of not less than 12mm. Base coats shall be applied with sufficient pressure and excessive evaporation during hot or drying weather conditions. Care shall be taken to prevent staining the finished plaster.
- 3.1.5** Patching and pointing: Upon completion of the building and when directed, all loose, cracked, damaged, or defective plastering shall be cut out and re-patch in a satisfactory and approved manner. All point-patching of plastered surfaces, and plaster work abutting or adjoining any other finish work, shall be done in a neat and workmanlike manner. Plaster droppings or splattering shall be removed from all surfaces. Exposed plastered surfaces shall be left in a clean unblemished condition ready to receive paint or other finish. Protective coverings shall be removed from floors, other surfaces, and all rubbish and debris shall be removed from the building.

*END OF SECTION*

## **SECTION 09 90 00**

### **PAINTS AND COATINGS**

#### **PART 1 GENERAL**

##### **1.1 SCOPE OF WORK**

This section shall include all management, labor, materials, tools, equipment and services required to furnish and install paints and coatings as specified herein and shown in Drawings required to perform all works in accordance to the General conditions of the Contract Documents.

##### **1.2 REFERENCES**

Comply with quality assurance requirements under General conditions of the Contract Documents and Manufacturer's instructions. Reference the following standards as applicable:

- 1.2.1** ASTM D16-10 Standard Terminology for Paint, Related Coatings, Materials, and Applications
- 1.2.2** ASTM D3730-03 – Standard Guide for Testing High-Performance Interior Architectural Wall Coatings
- 1.2.3** ASTM D3960-05 – Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings
- 1.2.4** ASTM D154 – 85(2009) Standard Guide for Testing Varnishes

- 1.2.5 ASTM D1652-04 Standard Test Method for Epoxy Content of Epoxy Resins
- 1.2.6 ASTM D3451-06 Standard Guide for Testing Coating Powders and Powder Coatings
- 1.2.7 U.S. Environmental Protection Agency (EPA) Reference Test Method 24, (Determination of Volatile Matter Content, Water Content, Density Volume Solids, and Weight Solids of Surface Coatings), Code of Federal Regulations Title 40, Part 60, Appendix A.

### **1.3 SUBMITTALS**

- 1.3.1 General: All submittals for approval as indicated herein shall be in accordance to the provisions under General Conditions of the Contract Documents.
- 1.3.2 Submit brochures or catalogs for the paint system to be used on the different surfaces to be applied for approval.
- 1.3.3 Material List: An inclusive list of required coating materials. Indicated each material and cross reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
- 1.3.4 Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.
- 1.3.5 Selection Samples: For each finished product specified, two complete sets of color chips representing the manufacturer's full range of available colors and patterns.
- 1.3.6 Verification Samples: For each finish product specified, two samples, minimum size 150 mm square, representing actual product, color, and patterns.

### **1.4 QUALITY ASSURANCE**

- 1.4.1 Comply with quality assurance requirements under General Conditions of the Contract Documents and Manufacturer's instructions.
- 1.4.2 Engage a reputable firm or manufacturer of paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful service performance. Installer shall be trained by the same paint manufacturer or shall have significant experience with the application as specified herein.
- 1.4.3 Obtain block fillers and primers for each coating system from the same manufacturer as the finish coats.
- 1.4.4 Mock-up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - A. Finish areas designated by the Architect.
  - B. Do not proceed with remaining work until workmanship, color, and sheen approved by the Architect.
  - C. Refinish mock-up area as required to produce acceptable work.

### **1.5 DELIVERY, STORAGE AND HANDLING**

- 1.5.1 Comply with product delivery requirements under General Conditions of the Contract Documents and Manufacturer's instructions.
- 1.5.2 Paints and paint materials shall be delivered in sealed containers that plainly show the designated name, specification number, batch number, color, date of manufacture, manufacturer's directions and name of manufacturer. Storage of

paints and paint materials and the mixing of paints shall be restricted to the locations directed.

- 1.5.3 Store materials in a dry, clean, well-ventilated area designated by the Architect for the storage of paint materials and tools. The storage space floor shall be adequately protected from damage and from paint. Paint shall be kept covered at all times and safeguarded to prevent fire.
- 1.5.4 Protect floors and all adjacent surfaces from paint smears, spatters, and dropping use drop-cloths to protect floors. Cover fixtures and remove hardware not to be painted. Mask off areas where necessary.
- 1.5.5 For safety precautions, the Contractor shall provide an appointed storage room with an ABC fire extinguisher throughout the duration of painting work. Foregoing fire extinguisher shall not be one required elsewhere in these specifications.

## 1.6 WARRANTY

Special written warranty for each material specified herein shall be submitted by Manufacturer/ Contractor without reducing or otherwise limiting any other rights to correction which the Owner may have under the Contract Documents. Failures are defined to include faulty workmanship or faulty materials.

## 1.7 PROJECT CONDITIONS

- 1.7.1 Comply with field examination requirements under General Conditions of the Contract Documents and Manufacturer's instructions.
- 1.7.2 Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by the manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

## 1.8 PERFORMANCE REQUIREMENTS

- 1.8.1 General: Standard coating terms defined in ASTM D 16 apply to this Section.
  - A. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
  - B. Eggshell refers to low-sheen finish with a gloss range between 5 and 20 when measured at a 60-degree meter.
  - C. Satin refers to low-sheen finish with a gloss range between 15 and 35 when measured at a 60-degree meter.
  - D. Semi-gloss refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60-degree meter.
  - E. High gloss refers to a high-sheen finish with a gloss range more than 65 when measured at a 60-degree meter.
- 1.8.2 The VOC concentrations of the product shall not exceed those listed below as determined by the U.S. Environmental Protection Agency (EPA) Reference Test Method 24 reference standard. Calculation of VOC to exclude water and tinting color added at the point sale.

### Interior Coatings:

Coating Type	VOC weight in grams/liter of product minus water
Non-flat	150
Flat	50

Exterior Coatings:

Coating Type	VOC weight in grams/liter of product minus water
Non-flat	200
Flat	100

- 1.8.3** Aromatic Compounds: The product must contain no more than 1.0% by weight of the sum total of aromatic compounds.

## **PART 2 PRODUCTS**

- 2.1 General:** Comply with Manufacturer's standard material requirements in conformity to the specifications herein.

**2.1.1** Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer instructions based on testing and field experience.

**2.1.2** All paints, thinners, linseed oils, and varnishes to be used shall be high quality painting systems, except as specified otherwise. All paints shall contain an effective amount of fungicide and mildew-proofing agent that shall prevent the paint from showing a mold growth or shall be inherently fungistatic by the nature of their constituents and shall be non-toxic to the person.

**2.1.3** Acceptable Colors and Finishes: All color and finish selections shall be as specified herein and as approved by the Architect. Use neutral shades and minimal patterns as required.

### **2.2 Exterior Masonry Wall**

Shall be coated with fine texture semi-gloss water-based 100% acrylic paint with high alkaline resistance and excellent gloss retention, highly resistant to airborne pollutants and dust and has good exterior durability. Painting schedule shall be:

- a. Prime surface – Flat Latex
- b. Fill hairline cracks and minor surface imperfections
- c. Spot prime puttied portions
- d. Apply 2-3 coats of Topcoat of desired sheen by brush, roller or spray.

Follow manufacturer's standard application procedures. Submit color swatch and mock-up paint sample for Architect's approval. Final paint finish shall be on a plant-mixed procedure (by the manufacturer) before application.

- 2.7 Masonry Neutralizer:** Shall be acid-base concrete surface neutralizer.

- 2.8 Patching Compound Powder for sealing concrete and plaster:** Shall be White Decalite type.

- 2.9 Sandpaper:** Shall be waterproof type.

- 2.10 Trisodium Phosphate:** Shall be used for removal of dirt, fungus, grease and oil shall be from concrete and plaster.

## **PART 3 EXECUTION**

- 3.1** Comply with Manufacturer's instructions and standard installation requirements for each type of material.
- 3.2** Examination:
- 3.2.1** Do not begin installation until substrates have been properly prepared.
  - 3.2.2** If substrate preparation is the responsibility of another installer, notify the Architect of unsatisfactory preparation before proceeding.
  - 3.2.3** Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
  - 3.2.4** Notify the Architect about anticipated problems when using the materials specified over substrates primed by others.
  - 3.2.5** If a potential incompatibility of primers applied by others exists, obtain the following from the primer Applicator before proceeding:
    - A. Confirmation of primer's suitability for expected service conditions.
    - B. Confirmation of primer's ability to be top coated with materials specified.
- 3.3** Material Preparation: Carefully mix and prepare coating materials according to manufacturer's written instructions.
- 3.3.1** Maintain containers used in mixing and applying coatings in a clean condition, free of foreign materials and residue.
  - 3.3.2** Stir materials before applying to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into the material. Remove film and, if necessary, strain coating material before using.
  - 3.3.3** Use only the type of thinners approved by the manufacturer and only within recommended limits.
- 3.4** Workmanship shall be first class in every respect. Paint enamel and varnish finish shall be applied carefully with good clean brushes or approved rollers, or approved spraying equipment, except that the initial coat to be provided on any new or previously unpainted surface shall be painted brush. The work shall be so conducted as to avoid damage to other surfaces and public or private property in the area; any damage thereto shall be made good by the Contractor at his expense.
- 3.5** Installation: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
- 3.5.1** Sufficient time shall be allowed between coats to ensure thorough drying, and each coat shall be in proper condition before the next coat is applied. Sanding and dusting, as required, to product finishes which are free from visible defects when viewed from a distance of 1.50m shall be performed. Varnish shall be sanded between coats.
  - 3.5.2** Finish coat shall be smooth and free from runs, sags, or other defects. Each coat of paint shall be of sufficient thickness to cover completely the previous coat or surface. Exterior paint shall not be applied during rainy weather; the temperature shall be above 7°C and not over 35°C. Interior paint may be applied at any time provided the surfaces to be painted are dry and the temperature can

be kept above 7°C during the application of ordinary paints, and between 18°C and 35°C during the application of enamels and varnishes.

- 3.5.3** Surfaces to be painted shall be thoroughly cleaned and except for cement-emulsion filler, shall be dry when the paint is applied. Interior areas shall be broom-cleaned and dust-free before and during the application of any painting materials.
- 3.5.4** Paint colors and finishes not specified shall be as approved. Surfaces which will be inaccessible after erection shall be treated and primed prior to erection, using two coats of the designated primer. Such inaccessible surfaces are defined as those surfaces that are concealed after erection or installation.
- 3.5.5** Surfaces of steel to be embedded in concrete shall not be painted. Succeeding coats of the same type and/ or color of paint shall vary sufficiently from the color of the preceding coat to permit ready identification. Damaged painting shall be retouched before the succeeding coat is applied. Finish surfaces shall be smooth, even, and free from defects. The number of paint coats specified shall be in addition to the shop priming coats.
- 3.5.7** Concrete and plaster shall be repaired before painting. Dirt, fungus, grease, and oil shall be removed prior to application of paint by washing the surfaces with a solution composed of from 2 to 8 ounces of tri-sodium phosphate per gallon of hot water and then rinsing thoroughly with fresh water. Efflorescence shall be removed from concrete and masonry surfaces by scraping, wire brushing, and washing with a 5 to 10 percent, by weight, solution of muriatic acid and then washing thoroughly with fresh water, removing all traces of the acid. The tri-sodium phosphate and muriatic acid solution shall be within the ranges specified and shall be of strengths to perform their functions properly. Glaze and all loose particles and scales are removed by wire brushing.
- 3.5.8** Puttying of concrete and plaster surfaces shall be done after the priming coat has been applied and has dried properly. Sand-papering will be required prior to the second coat of paint to provide an even and smooth surface.
- 3.5.12** Other surfaces for which the type of paint has not been specified herein before shall be painted as specified for surfaces having similar conditions or exposure.

### **3.6 Cleaning**

- 3.6.1** After completing painting, clean glass and paint splattered surfaces. Remove splattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.
- 3.6.2** Wash cured lining using detergents and rinse thoroughly.

### **3.7 Protection**

- 3.7.1** Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by the Architect.
- 3.7.2** Provide “Wet Paint” signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
- 3.7.3** After work of other trades is complete, touch up and restore damaged or defaced painted surfaces.

*END OF SECTION*

## OUTLINE SPECIFICATIONS

### DIVISION 1 – GENERAL REQUIREMENTS

**General.** It is declared and acknowledged intention and meaning to provide and secure the construction of the UPOU International Convention Center located at UP Open University (UPOU) Campus, Los Baños, Laguna, complete and ready for use.

- 1.1 Complete Temporary Facilities
- 1.2 Complete Support Utilities (Storage etc.)
- 1.3 Complete Supply of Health, Safety and Security
- 1.4 Supply and Installation of Project Signs, complete
- 1.5 Tools and Equipment including scaffoldings (rental only)

### DIVISION 9 – FINISHES

#### 9.3 WALL FINISHES

##### 9.3.1 Exterior Wall Finishes for Main Building

- A. WF-1a Existing Exterior CHB Walls and Columns Painted Finish**  
Existing CHB walls and columns shall be coated with plain semi-gloss water-based 100% acrylic paint with high alkaline resistance and excellent gloss retention, highly resistant to airborne pollutants and dust and has good exterior durability. Submit color swatches and mock-up paint samples for Architect's approval. Final paint finish shall be on a plant-mixed procedure (by the manufacturer) before application.

#### 9.5 PAINTING AND COATINGS

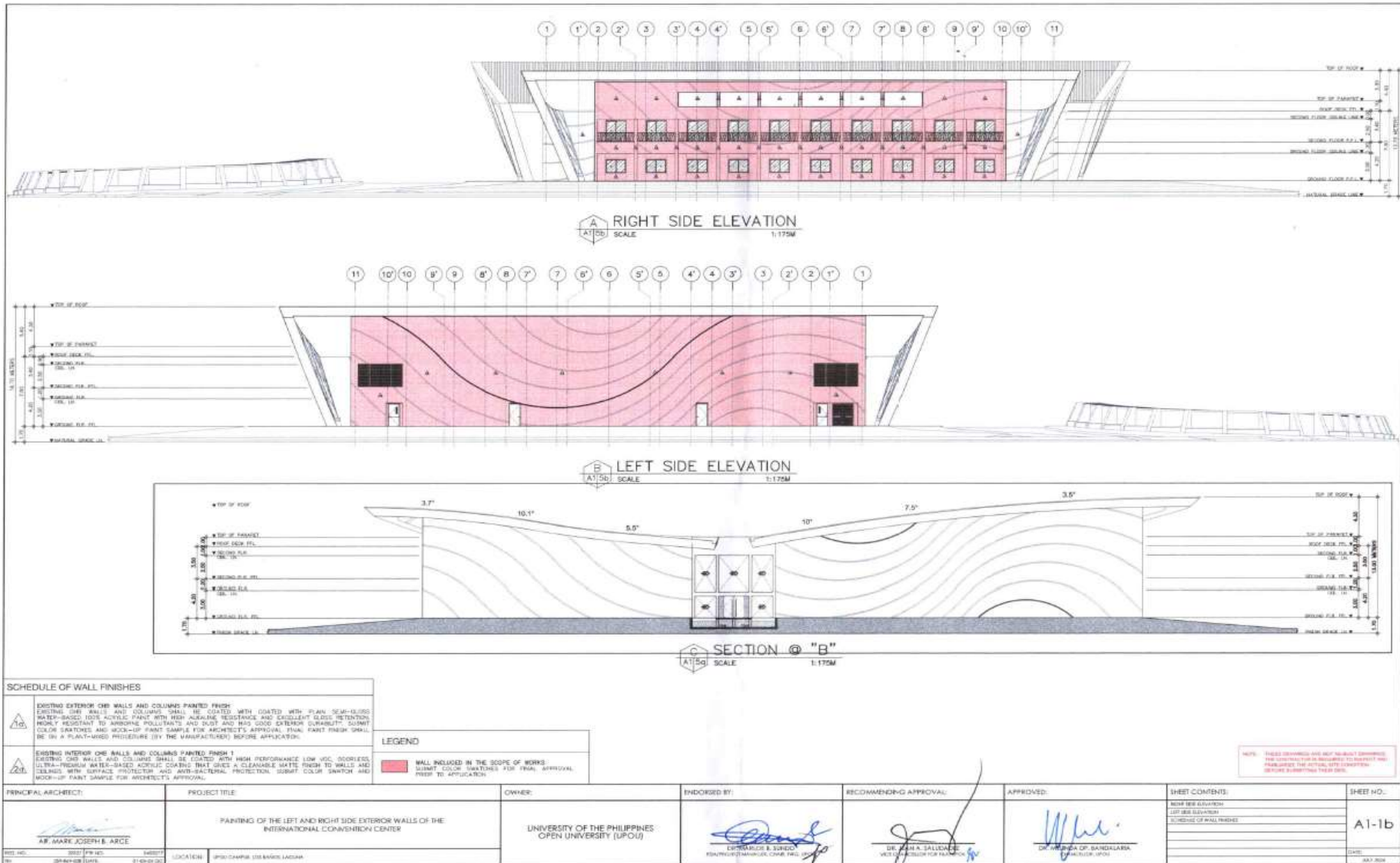
##### 9.5.1 Exterior Painting

- A. Exterior Masonry Wall, Reinforced Concrete Wall, Build-up Walls, Columns & Parapet**  
Shall be coated with fine texture semi-gloss waterbased 100% acrylic paint with high alkaline resistance and excellent gloss retention, highly resistant to airborne pollutants and dust and has good exterior durability. Painting schedule shall be:
- a. Prime surface – Flat Latex
  - b. Fill hairline cracks and minor surface imperfections
  - c. Spot prime puttied portions
  - d. Apply 2-3 coats of Topcoat of desired sheen by brush, roller or spray.

Follow manufacturer's standard application procedures. Submit color swatch and mock-up paint sample for Architect's approval. Final paint finish shall be on a plant-mixed procedure (by the manufacturer) before application.



# Section VII. Drawings



# Section VIII. Bill of Quantities

DETAILED CONSTRUCTION ESTIMATE WORKSHEET (DCEW)

Project :	<b>PAINTING OF THE LEFT AND RIGHT SIDE EXTERIOR WALLS OF THE INTERNATIONAL CONVENTION CENTER</b>	Prepared / Estimated by:		Submitted by:	Date:
Location :	UPOU Headquarters, Maahas, Los Baños, Laguna	Certified Correct:		Address of Bidder:	
Subject :	<b>BILL OF MATERIALS AND COST ESTIMATES (DETAILED CONSTRUCTION ESTIMATE WORKSHEET)</b>			Estimated Project Cost:	<b>0.00</b>
			Name w/ Signature & Designation	No. of Days to Complete:	45 CALENDAR DAYS

ITEM NO.	ITEM OF WORK	UNIT	QTY.	DIRECT COST				SUB-TOTAL DIRECT COST	UNIT COST (PHP)
				MATERIALS		LABOR			
				PER UNIT	MATL .COST	PER UNIT	LABOR COST		
<b>I.</b>	<b>GENERAL REQUIREMENTS</b>								
A.	Construction Aid								
1.	Temporary Office, Sheds, Storage etc.	lot	1.00		0.00		0.00	0.00	
2.	Temporary Power and Water Supply	lot	1.00		0.00	-	-	0.00	
3.	Health and Safety expenses, PPE, etc.	lot	1.00		0.00	-	-	0.00	
4.	Tools and equipment including scaffoldings (rental only)	lot	1.00	-	-		0.00	0.00	
<b>II.</b>	<b>FINISHES</b>								
	Complete Supply and Installation of Wall Finishes complete up to plastering and painting works if needed as per Plan, Drawing Details and Specifications								
1.	WF-1a Existing Exterior CHB walls and columns shall be coated with plain semi-gloss water-based 100% acrylic paint with high alkaline resistance and excellent gloss retention, highly resistant to airborne pollutants, dust and good exterior durability (left and right side)	sq.m.	1,141.05		0.00		0.00	0.00	
<b>INITIAL GRAND TOTAL</b>					<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	

**SUMMARY OF BREAKDOWN OF TOTAL LUMPSUM BID PRICE**

Project : PAINTING OF THE LEFT AND RIGHT SIDE EXTERIOR WALLS OF THE INTERNATIONAL CONVENTION CENTER

A.		ESTIMATED DIRECT COST			
A.1.	Materials and Equipment Cost ( exclusive of VAT )	P	0.00		
A.2.	Labor Cost and Equipment Rental ( exclusive of VAT )	P	0.00		
	SUB - TOTAL ( EDC )	P		0.00	
A.3.	Mobilization and Demobilization ( 1 % of EDC )	P		0.00	
	TOTAL A	P			0.00
B.		INDIRECT COST			
B.1.	Mark-up				
B.1.1.	Overhead expenses, unforeseen contingencies miscellaneous expenses [(A) * OCM%]	P	0.00		
B.1.2.	Contractor's profit [(A) * P%]	P	0.00		
	SUB-TOTAL (B.1.)	P		0.00	
B.2.	Taxes				
B.2.1.	12% VAT of [(A) + (B.1)]	P	0.00		
B.2.2.	Municipal Tax ( per Municipal Tax of Los Baños )	P			
	SUB-TOTAL (B.2.)	P		0.00	
	TOTAL B	P			0.00
		<b>TOTAL APPROVED BUDGET FOR CONSTRUCTION</b>			<b>0.00</b>
( Amount in words )					

Submitted by:

(Name of Bidder)

(Date)

Legend:

-should be filled-up

# *Section IX. 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 (UPOU BAC Form No. 1); **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules. The SLCC should be at least 50% of the ABC. (UPOU BAC Form No. 2);  
“The prospective bidder must have completed an SLCC that is similar to the contract to be bid, and whose value, adjusted to current prices using the PSA consumer price indices, must be at least fifty (50%) of the ABC to be bid: *Provided however*, That contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.”**and**
- (d) Special PCAB License in case of Joint Ventures;  
**and** registration for the type and cost of the contract to be bid; **and**
- (e) 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 (UPOU BAC Form No. 3); **and**
- (f) Project Requirements, which shall include the following:
  - a. Organizational chart for the contract to be bid;
  - b. Key personnel Letter Certificate to UPOU to be assigned to the contract to be bid, with their complete qualification (Bio-Data) and experience data (COE):

<b><u>Key Personnel</u></b>	<b><u>General Experience</u></b>
1. Resident Architect/Civil Engineer	Min. 5 yrs
2. Safety Officer/Engineer	Min. 5 yrs w/ COSH Certificate
3. General Foreman	Min. 5 yrs

**Notes:** Personnel with multiple expertise and qualifications with at most three different positions mentioned above are allowed as long as he/she can provide the necessary documentation in support of his/her qualifications

such as appropriate licenses, certificate of training, accreditation, and the like should be submitted separately for each position.

- c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**

<b>A. Equipment</b>	<b>No. of Units</b>
1. Grinder	Min. 2 units
2. Ready stock scaffolding or guarantee from scaffolding rental supplier	
<b>B. Others</b>	<b>No. of Units</b>
1. PPE (Personal Protective Equipment) (hard hat, safety vest, safety shoes, safety harness, safety gloves)	Min. 15 pcs per item

- (g) Original duly signed Omnibus Sworn Statement (OSS) (UPOU BAC Form No. 4);  
**and** if applicable, Original Notarized Secretary’s Certificate (UPOU BAC Form No. 5) in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney (UPOU BAC Form No. 6) of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (h) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) (UPOU BAC Form No. 7).

**Class “B” Documents**

- (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence (UPOU BAC Form No. 8).

**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.

- (j) Affidavit of Site Inspection

**II. FINANCIAL COMPONENT ENVELOPE**

- (k) Original of duly signed and accomplished Bid Form (UPOU BAC Form No. 9);  
**and**

Other documentary requirements under RA No. 9184

- (l) Duly signed Detailed Construction Estimates Worksheet (DCEW); **and**  
(m) Duly signed Summary of Breakdown of Total Lump Sum Bid Prices; **and**  
(n) Cash Flow by Quarter and Payments Schedule.

Notes:

The prescribed documents in the checklist are mandatory to be submitted in the Bid.



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

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

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

Name of Contract	Date of Contract	Duration of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor’s Role		a. Total Contract Value at Award b. Total Contract Value at Completion c. Date of Completion	% of Accomplishment		Value of Outstanding Works
					Description	%		Planned	Actual	
<u>Government</u>										
<u>Private</u>										
										Total Cost

Note: This statement shall be supported with:

1. Project Owner’s Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory.
2. Notice of Award and/or Notice to Proceed

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

Designation : \_\_\_\_\_

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

## Bid Securing Declaration Form

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

### **BID SECURING DECLARATION** **Project Identification: IB No. 24-08-001**

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]*



## Omnibus Sworn Statement (Revised)

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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]*

SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, a duly elected and qualified Corporate Secretary of \_\_\_\_\_, a corporation duly organized and existing under and by virtue of the law of the \_\_\_\_\_, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on \_\_\_\_\_ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that \_\_\_\_\_ be, as it hereby is, authorized to participate in the bidding for "Painting of the Left and Right Side Exterior Walls of the International Convention Center", Project Identification IB No. 24-08-001 by the UP Open University and that if awarded the project shall enter into a contract with the UP Open University; and in connection therewith hereby appoint \_\_\_\_\_, acting as duly authorized and designated representatives of \_\_\_\_\_, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent \_\_\_\_\_ in the bidding as fully and effectively as the \_\_\_\_\_ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the \_\_\_\_\_ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the \_\_\_\_\_ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
(2) execute a waiver that the \_\_\_\_\_ shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said \_\_\_\_\_ this \_\_\_\_\_.

\_\_\_\_\_  
(Corporate Secretary)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ affiant exhibited to me his/her Government Issued ID No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public
Until 31 December 20\_\_
PTR No. \_\_\_\_\_
Issued at: \_\_\_\_\_
Issued on: \_\_\_\_\_
TIN No. \_\_\_\_\_

Doc. No. \_\_\_\_\_
Page No. \_\_\_\_\_
Book No. \_\_\_\_\_
Series of \_\_\_\_\_.

**SPECIAL POWER OF ATTORNEY**

I, \_\_\_\_\_, President of \_\_\_\_\_, a corporation incorporated under the laws of \_\_\_\_\_ with its registered office at \_\_\_\_\_, by virtue of Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, has made, constituted and appointed \_\_\_\_\_ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent \_\_\_\_\_ in the bidding of \_\_\_\_\_ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

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

\_\_\_\_\_  
Affiant

Signed in the Presence of:

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY )SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared:

<u>NAME</u>	<u>Government Issued ID NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of \_\_\_\_\_ ( ) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public  
Until 31 December 20\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

## NET FINANCIAL CONTRACTING CAPACITY

The computation of a prospective bidder's Net Financial Contracting Capacity (NFCC) must be at least equal to the ABC to be bid (PhP1,040,590.23), calculated as follows:

ABC: PhP1,040,590.23	Year 20__
Current Assets	
Minus: Current Liabilities	
Sub Total	
Multiplied by value of K	
Sub Total	
Minus: Value of outstanding services under ongoing contracts including awarded contracts yet to be started coinciding with the contract to be bid	
NFCC	

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

NFCC = PhP \_\_\_\_\_

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

Submitted by:

\_\_\_\_\_  
Name of Supplier / Distributor / Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

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

**NOTE:**

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

## JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between \_\_\_\_\_, of legal age, \_\_\_\_\_ owner/proprietor of \_\_\_\_\_ (civil status) and a resident of \_\_\_\_\_.

- and -

\_\_\_\_\_, of legal age, \_\_\_\_\_, owner/proprietor of \_\_\_\_\_ (civil status) \_\_\_\_\_ a resident of \_\_\_\_\_.

THAT both parties agree to join together their manpower, equipment, and what is need to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the UP Open University.

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that \_\_\_\_\_ and/or \_\_\_\_\_ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Done this \_\_\_\_ day of \_\_\_\_\_, in the year of our Lord \_\_\_\_\_.

### ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ affiant exhibited to me his/her Government Issued ID No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public  
 Until 31 December 20\_\_\_\_  
 PTR No. \_\_\_\_\_  
 Issued at: \_\_\_\_\_  
 Issued on: \_\_\_\_\_  
 TIN No. \_\_\_\_\_

Doc. No. \_\_\_\_\_  
 Page No. \_\_\_\_\_  
 Book No. \_\_\_\_\_  
 Series of \_\_\_\_\_.

## 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, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. 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 and reflected in the detailed estimates,
- f. Our Bid shall be valid within a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>12</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the *[Name of Project]* of the *[Name of the Procuring Entity]*.

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

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

Legal Capacity: \_\_\_\_\_

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

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

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



## **CONSTRUCTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT**

Submit Copy of the Organizational Chart that the Constructor intends to use to execute the Contract if awarded to it. Indicate in the chart the names of the **All Key Personnel for the Project**.

**Attach the required Proposed Organizational Chart for the Contract as stated above**

*Note: This organization chart should represent the "Constructor's Organization" required for the Project, and not the organizational chart of the entire firm.*

# CONTRACTOR'S LETTER-CERTIFICATE TO PROCURING ENTITY

[Date of Issuance]

## Dr. PRIMO G. GARCIA

Chair, Bids and Awards Committee (BAC)

UP Open University

UPOU Headquarters, Los Baños, Laguna

Dear Sir:

Supplementing our Organizational Chart for the Contract, we have the honor to submit herewith, and to certify as true and correct, the following pertinent information:

1. That I/we have engaged the services of           (Name of Employee/Key Personnel)          , to be the           (Designation)           of the           (Name of Contract)          , who is a           (Profession)           with Professional License Certificate No.            issued on            and who has performed the duties in the construction of the Contracts enumerated in the duly filled Form           .
2. The said Engineer/Employee/Key Personnel shall be designated by us as our           (Designation)           to personally perform the duties of the said position in the above-mentioned Project, if and when the same is awarded in our favor.
3. That said Engineer/Employee/Key Personnel shall employ the best care, skill and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, Special Provisions, and other provisions embodied in the proposed contract.
4. That said Engineer/Employee/Key Personnel shall be personally present at the jobsite to supervise the phase of the construction work pertaining to this assignment as           (Designation)          , all the time.
5. That, in order to guarantee that said Engineer/Employee/Key Personnel shall perform his duties properly and be personally present in the Job Site, he is hereby required to secure a certificate of appearance for the Procuring Entity Engineer/Authorized Representative at the end of every month.  
  
That, in the event that I/we elect or choose to replace said           (Designation)           with another Engineer/Employee/Key Personnel, the Procuring Entity will be accordingly notified by us in writing at least twenty one (21) days before making the replacement. We will submit to the Procuring Entity, for prior approval, the name of the proposed new           (Designation)          , his qualifications, experience, and list of projects undertaken and other relevant information.
6. That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of the Procuring Entity.

Very truly yours,

\_\_\_\_\_  
(Name and Signature of Authorized Representative of Bidder)

CONCURRED IN:

\_\_\_\_\_  
(Name and Signature of Employee/Key Personnel)

\_\_\_\_\_  
(Address)

**QUALIFICATION OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT**

Bidder's Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

		Resident Architect/Civil Engineer	Safety Officer/Engineer	General Foreman				
Name								
Address								
Date of Birth								
Employed Since								
Experience								
(a) Total Experience (Years)	Required							
	Actual							
(b) Experience in Similar Project (Years)	Required							
	Actual							
Previous Employment								
Education								
PRC Registration & License/ Accreditation/ Certification (as required)								

Note: This form is applicable to all required List of Key Personnel for the Contract to Bid

Submitted by: \_\_\_\_\_

*(Printed Name & Signature)*

Designation: \_\_\_\_\_

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

## BIO-DATA OF KEY PERSONNEL

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. **Fill out a form for each person.**

- Authorized Managing Officer / Representative

- Sustained Technical Employee

1. Name: \_\_\_\_\_

2. Date of Birth: \_\_\_\_\_

3. Nationality: \_\_\_\_\_

4. Education and Degrees: \_\_\_\_\_

5. Specialty: \_\_\_\_\_

6. Registration: \_\_\_\_\_

7. Length of Service with the Firm: \_\_\_\_\_ Year from \_\_\_\_\_ (months) \_\_\_\_\_ (year)  
to \_\_\_\_\_ (months) \_\_\_\_\_ (year)

8. Years of Experience: \_\_\_\_\_

9. If Item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10)-year period (attached additional sheet/s), if necessary:

Name and Address of Employer	Length of Service
_____	_____ year(s) from _____ to _____
_____	_____ year(s) from _____ to _____
_____	_____ year(s) from _____ to _____

10. Experience:

This should cover the past ten (10) years of experience. (Attached as many pages as necessary to show involvement of personnel in projects using the format below).

1. Name: \_\_\_\_\_

2. Name and Address of Owner: \_\_\_\_\_

3. Name and Address of the Owner's Engineer: \_\_\_\_\_  
(Consultant)

4. Indicate the Features of Project (particulars of the project components and any other particular interest connected with the project): \_\_\_\_\_

5. Contract Amount Expressed in Philippine Currency: \_\_\_\_\_

6. Position: \_\_\_\_\_

7. Structures for which the employee was responsible: \_\_\_\_\_

8. Assignment Period: from \_\_\_\_\_ (months) \_\_\_\_\_ (years)  
: to \_\_\_\_\_ (months) \_\_\_\_\_ (years)

\_\_\_\_\_  
Name and Signature of Employee/Key Personnel

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

\_\_\_\_\_  
(Place and Date)

\_\_\_\_\_  
(Bidder's Authorized Representative)



post of (Designation) therefor, if the contract is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as (Designation) in any future (Name of the Procuring Entity) bidding or employment with any Contractor doing business with the (Name of the Procuring Entity) .

\_\_\_\_\_  
(Signature)

**DRY SEAL**

**Republic of the Philippines)**  
\_\_\_\_\_ ) S.S.

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ affiant exhibiting to me his Government Issued ID No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Notary Public  
Until December 31, 20\_\_

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_;

**List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be:**

<b>A. Equipment</b>	<b>Minimum Quantity</b>	<b>Available Quantity</b>
1. Grinder	2 units	
2. Ready stock scaffolding or guarantee from scaffolding rental supplier		
<b>B. Others</b>		
1. PPE (Personal Protective Equipment) (hard hat, safety vest, safety shoes, safety harness, safety gloves)	15 pcs per item	

Note: This statement shall be supported with Proof of ownership such as Certified copy of the Official Receipt of each item listed or an Affidavit of ownership.

Certified Correct:

\_\_\_\_\_  
Signature Over Printed Name of the Authorized Representative



**LIST OF CONTRACTORS EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENTS**

Bidder's Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Description	Model/Year	Capacity/ Performance/Size	Plate No.	Motor No./ Body No.	Location	Condition	Proof of Ownership/ Lessor or Vendor
<b>A. Owned</b>							
i.							
ii.							
iii.							
iv.							
v.							
<b>B. Leased</b>							
i.							
ii.							
iii.							
iv.							
v.							
<b>C. Under Purchase Agreements</b>							
i.							
ii.							
iii.							
iv.							

List of minimum equipment required for the Project:

Submitted by : \_\_\_\_\_

*(Printed Name & Signature)*

Designation : \_\_\_\_\_

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

**CASH FLOW BY QUARTER AND PAYMENT SCHEDULE**

PARTICULAR	% WT.	1 <sup>ST</sup> QUARTER	2 <sup>ND</sup> QUARTER	3 <sup>RD</sup> QUARTER	4 <sup>TH</sup> QUARTER
ACCOMPLISHMENT					
CASH FLOW					
CUMULATIVE ACCOMPLISHMENT					
CUMULATIVE CASH FLOW					

SUBMITTED BY:

\_\_\_\_\_

Name of Bidder

\_\_\_\_\_

(Printed Name and Signature of Authorized Managing Officer)

\_\_\_\_\_

Date

\_\_\_\_\_
Date

AFFIDAVIT OF SITE INSPECTION

This is to certify that this Company, through its authorized representative, \_\_\_\_\_, has conducted the inspection of the site for the project "\_\_\_\_\_ " located at UP Open University Headquarters, Los Baños, Laguna, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, in connection with our desire to participate in the bidding for the above project.

\_\_\_\_\_
(Printed Name & Signature of Bidder)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ affiant exhibited to me his/her Government Issued ID No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public
Until 31 December 20\_\_
PTR No. \_\_\_\_\_
Issued at: \_\_\_\_\_
Issued on: \_\_\_\_\_
TIN No. \_\_\_\_\_

Doc. No. \_\_\_\_\_
Page No. \_\_\_\_\_
Book No. \_\_\_\_\_
Series of \_\_\_\_\_.

*Sealing and Marking of Bids:*

**Submission of hard copies to the BAC Secretariat Address:**

**One Original Copy for the Technical Components and Financial Components**

**PROCEDURE:**

1. The Technical Components (TC) of the Bid should be enclosed in envelope and must be labelled, sealed and signed as follows:

PAINTING OF THE LEFT AND RIGHT SIDE EXTERIOR WALLS OF THE INTERNATIONAL CONVENTION CENTER – TECHNICAL COMPONENT

[NAME AND ADDRESS OF THE BIDDERS]  
BIDS AND AWARDS COMMITTEE SECRETARIAT  
UP OPEN UNIVERSITY  
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA  
REFERENCE NO. IB No. 24-08-001  
“DO NOT OPEN BEFORE 16 September 2024, 1:30 PM”

2. The Financial Components (FC) of the Bid should be enclosed in another envelope and must be sealed and signed;

PAINTING OF THE LEFT AND RIGHT SIDE EXTERIOR WALLS OF THE INTERNATIONAL CONVENTION CENTER – FINANCIAL COMPONENT

[NAME AND ADDRESS OF THE BIDDERS]  
BIDS AND AWARDS COMMITTEE SECRETARIAT  
UP OPEN UNIVERSITY  
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA  
REFERENCE NO. IB No. 24-08-001  
“DO NOT OPEN BEFORE 16 September 2024, 1:30 PM”

3. The TC and FC envelopes should be enclosed in one mother envelope and must be labelled, sealed and signed as follows:

PAINTING OF THE LEFT AND RIGHT SIDE EXTERIOR WALLS OF THE INTERNATIONAL CONVENTION CENTER

[NAME AND ADDRESS OF THE BIDDERS]  
BIDS AND AWARDS COMMITTEE SECRETARIAT  
UP OPEN UNIVERSITY  
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA  
REFERENCE NO. IB No. 24-08-001  
“DO NOT OPEN BEFORE 16 September 2024, 1:30 PM”

