



University of the Philippines
OPEN UNIVERSITY

**NEGOTIATED PROCUREMENT
(TWO FAILED BIDDINGS)**

for

**SUPPLY OF LABOR AND
MATERIALS FOR THE REPAIR
OF POTHOLES AND
DAMAGED ASPHALT
PARKING AREA AND
COMPLETION OF THE PAVER
WALKWAY**

**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.

TABLE OF CONTENTS

Glossary of Terms, Abbreviations, and Acronyms	6
SECTION I. INVITATION TO BID FOR	8
SECTION II. INSTRUCTIONS TO BIDDERS	10
1. Scope of Bid.....	10
2. Funding Information	10
3. Bidding Requirements.....	10
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	10
5. Eligible Bidders.....	11
6. Origin of Associated Goods	11
7. Subcontracts	11
8. Pre-Bid Conference.....	11
9. Clarification and Amendment of Bidding Documents.....	12
10. Documents Comprising the Bid: Eligibility and Technical Components.....	12
11. Documents Comprising the Bid: Financial Component	12
12. Alternative Bids	13
13. Bid Prices	13
14. Bid and Payment Currencies.....	13
15. Bid Security.....	13
16. Sealing and Marking of Bids.....	13
17. Deadline for Submission of Bids	14
18. Opening and Preliminary Examination of Bids	14
19. Detailed Evaluation and Comparison of Bids.....	14
20. Post Qualification.....	14
21. Signing of the Contract	15
SECTION III. BID DATA SHEET	16
SECTION IV. GENERAL CONDITIONS OF CONTRACT	18
1. Scope of Contract.....	18
2. Sectional Completion of Works	18
3. Possession of Site.....	18
4. The Contractor’s Obligations.....	18
5. Performance Security	19
6. Site Investigation Reports	19
7. Warranty.....	19

8.	Liability of the Contractor.....	19
9.	Termination for Other Causes.....	19
10.	Dayworks	20
11.	Program of Work.....	20
12.	Instructions, Inspections and Audits	20
13.	Advance Payment.....	20
14.	Progress Payments	20
15.	Operating and Maintenance Manuals.....	21
SECTION V. SPECIAL CONDITIONS OF CONTRACT		22
SECTION VII. DRAWINGS		30
31		
SECTION VIII. BILL OF QUANTITIES		32
SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS		35
STATEMENT OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED.....		37
STATEMENT OF BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID		38
Bid Securing Declaration Form		39
Omnibus Sworn Statement (Revised).....		40
SECRETARY'S CERTIFICATE.....		42
SPECIAL POWER OF ATTORNEY		43
NET FINANCIAL CONTRACTING CAPACITY		44
JOINT VENTURE AGREEMENT		45
BID FORM		46
CONSTRUCTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT		48
CONTRACTOR'S LETTER-CERTIFICATE TO PROCURING ENTITY ...		49
QUALIFICATION OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT		50
BIO-DATA OF KEY PERSONNEL.....		51
KEY PERSONNEL'S CERTIFICATE OF EMPLOYMENT.....		53
CASH FLOW BY QUARTER AND PAYMENT SCHEDULE.....		57
SEALING AND MARKING OF BIDS:.....		59

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.



University of the Philippines **OPEN UNIVERSITY**

Section I. Invitation for Negotiated Procurement

Supply of Labor and Materials for the Repair of Potholes and Damaged Asphalt Parking Area and Completion of the Paver Walkway

In view of two (2) failed biddings, the UP Open University invites technically, legally, and financially capable suppliers to participate in the Negotiated Procurement for Supply of Labor and Materials for the Repair of Potholes and Damaged Asphalt Parking Area and Completion of the Paver Walkway in accordance with Section 53.1 (Two Failed Bidding) as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA 9184), otherwise known as the “Government Procurement Reform Act”.

The UP Open University (UPOU), through the Government of the Philippines (GOP) Revolving Fund, intends to apply the sum of **One Million One Hundred Ninety Thousand Seven Hundred Sixty-Five Pesos and Twenty-Eight Centavos (PhP1,190,765.28)** being the Approved Budget for the Contract (ABC) to payments under the contract for “**Supply of Labor and Materials for the Repair of Potholes and Damaged Asphalt Parking Area and Completion of the Paver Walkway**” (NP-TFB No. 24-12-003). 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 thirty (30) 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 Two Hundred Pesos (PhP 1,200.00)** only. UPOU shall allow the bidder to present its proof of payment for the fees in person, by facsimile or through electronic means.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before 18 December 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 **18 December 2024, 3:00 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**

You may visit the following websites:

For downloading of Bidding Documents:

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

10 December 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 **Supply of Labor and Materials for the Repair of Potholes and Damaged Asphalt Parking Area and Completion of the Paver Walkway**, with Project Identification Number NP-TFB No. 24-12-003.

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 PhP1,190,765.28.

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 one hundred twenty (120) 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. Project Registered Civil Engineer (with valid license)</td> <td>Min. 5 yrs (w/ experience in road construction)</td> </tr> <tr> <td>2. Safety Officer/Engineer</td> <td>Min. 5 yrs w/ COSH Certificate</td> </tr> <tr> <td>3. Foreman</td> <td>Min. 5 yrs (w/ experience in road construction)</td> </tr> </tbody> </table> <p>Note: Personnel with multiple expertise and qualifications with at most two 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 valid 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. Project Registered Civil Engineer (with valid license)	Min. 5 yrs (w/ experience in road construction)	2. Safety Officer/Engineer	Min. 5 yrs w/ COSH Certificate	3. Foreman	Min. 5 yrs (w/ experience in road construction)																				
<u>Key Personnel</u>	<u>General Experience</u>																												
1. Project Registered Civil Engineer (with valid license)	Min. 5 yrs (w/ experience in road construction)																												
2. Safety Officer/Engineer	Min. 5 yrs w/ COSH Certificate																												
3. Foreman	Min. 5 yrs (w/ experience in road construction)																												
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;">A. Equipment</th> <th style="text-align: center;">No. of Units</th> </tr> </thead> <tbody> <tr> <td>1. Asphalt Distributor (mechanized)</td> <td>Min. 1 unit</td> </tr> <tr> <td>2. Walk-behind (mechanized)</td> <td>Min. 1 unit</td> </tr> <tr> <td>3. Delivery truck</td> <td>Min. 1 unit</td> </tr> <tr> <td>4. Dump truck</td> <td>Min. 1 unit</td> </tr> <tr> <td>5. Asphalt kettle</td> <td>Min. 1 unit</td> </tr> <tr> <td>6. Tamping rammer</td> <td>Min. 1 unit</td> </tr> <tr> <td>7. Hand-operated concrete cutter</td> <td>Min. 1 unit</td> </tr> <tr> <td>8. Hand-operated plate compactor</td> <td>Min. 1 unit</td> </tr> <tr> <td>9. One-bagger concrete mixer</td> <td>Min. 1 unit</td> </tr> <tr> <td>10. Service vehicle</td> <td>Min. 1 unit</td> </tr> <tr> <td>11. Power and hand tools</td> <td>1 lot</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">B. Others</th> <th style="text-align: center;">No. of Units</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. 5 pcs per item</td> </tr> </tbody> </table>	A. Equipment	No. of Units	1. Asphalt Distributor (mechanized)	Min. 1 unit	2. Walk-behind (mechanized)	Min. 1 unit	3. Delivery truck	Min. 1 unit	4. Dump truck	Min. 1 unit	5. Asphalt kettle	Min. 1 unit	6. Tamping rammer	Min. 1 unit	7. Hand-operated concrete cutter	Min. 1 unit	8. Hand-operated plate compactor	Min. 1 unit	9. One-bagger concrete mixer	Min. 1 unit	10. Service vehicle	Min. 1 unit	11. Power and hand tools	1 lot	B. Others	No. of Units	1. PPE (Personal Protective Equipment) (includes hard hat, safety vest, safety shoes, safety harness, safety gloves)	Min. 5 pcs per item
A. Equipment	No. of Units																												
1. Asphalt Distributor (mechanized)	Min. 1 unit																												
2. Walk-behind (mechanized)	Min. 1 unit																												
3. Delivery truck	Min. 1 unit																												
4. Dump truck	Min. 1 unit																												
5. Asphalt kettle	Min. 1 unit																												
6. Tamping rammer	Min. 1 unit																												
7. Hand-operated concrete cutter	Min. 1 unit																												
8. Hand-operated plate compactor	Min. 1 unit																												
9. One-bagger concrete mixer	Min. 1 unit																												
10. Service vehicle	Min. 1 unit																												
11. Power and hand tools	1 lot																												
B. Others	No. of Units																												
1. PPE (Personal Protective Equipment) (includes hard hat, safety vest, safety shoes, safety harness, safety gloves)	Min. 5 pcs per item																												
12	<i>No further instructions.</i>																												
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:																												

	<p>a. The amount of not less than PhP 23,815.3056 (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than PhP 59,538.264 (5%) of ABC if bid security is in Surety Bond.</p>
19.2	Partial bids is not allowed.
20	Valid PCAB License and Registration: Small B (min. size range); General Building (GB1); Category C or D (min. license category)
21	The Bidder shall submit additional contract document relevant to the project such as Contractor's Letter-Certificate to UPOU.

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	<p>The Intended Completion Date is thirty (30) calendar days from the starting date; the starting date being seven (7) calendar days from the issuance of the Notice to Proceed.</p> <p>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</p>
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	<p>(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.</p> <p>(b) The date by which "as built" drawings are required is thirty (30) calendar days upon the project completion.</p> <p>(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.</p>
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

I. GENERAL CONDITION

This set of specification shall govern the methods of construction and the kinds of materials to be used for the road/parking repair/restoration and completion of paver walkway shown in the plans and detail drawings.

The plans, detail drawings and these specifications shall be considered as complementing each other, so that what is mentioned or shown in one, although not mentioned or shown in the other, shall be considered as appearing on both. In case of conflict between the two, the same should be referred to the designing Architect/Engineer for resolution.

All plans, detail drawings and these specifications shall be finished with first class workmanship, to the fullest talent and meaning of the plans and these specifications, and to the entire satisfaction of the Architect/Engineer and the Owner.

The construction shall conform to all the requirements of the applicable UPOU/DPWH standards/requirement, as well as the local rules and regulation of the Municipality of Los Baños, Laguna, Philippines.

II. SITE PREPARATION

A. CLEARING THE SITE (WHERE REQUIRED)

Clearing and cleaning is a must. All portion/s of the adjacent existing road to remain shall be cut to the desired vertical edge (all sides) that impedes the layout of the proposed repair/restoration.

The excavated area/site shall be levelled and compacted according to the plans cleared of rubbish. Roots and other perishable and objectionable matter to a suitable/desired base grade (refer to plan).

All such unsuitable materials shall be removed from the area/site and hauled/disposed of as may be directed by the Architect or Engineer in-charge of the construction.

B. STAKING OUT THE REQUIRED LINE AREAS AND ALIGNMENTS

The required areas per location of squaring shall be marked with concrete nails and established before any cutting/squaring/excavation is started. This shall not be disturbed during the excavation of such.

III. EARTHWORKS AND RELATED WORKS

A. EXCAVATION/ASPHALT PAVEMENT SQUARING

All excavation/asphalt pavement squaring shall be made to desired indicated in the drawings. Where the site is covered with any kind of fill or tree roots particularly on number/point 16, the

excavation/cutting/squaring depth is made deeper until the stratum for safe nadir (max 0.30m from NGL) of the soil is reached/ as recommended by the Engineer-in-charge.

Whenever water is encountered in the excavation process, it shall be removed by bailing or pumping, care being taken that the surrounding soil particles are not disturbed or removed. No excavated areas shall not be filled with new asphalt mix, gravel base/bed.

B. FOR NEW CONCRETE EDGES FOR WALKWAYS, AND CHB WALL BARRIER AND TOP CONCRETE PLATFORM

Refer to drawing for reference

C. GRAVEL BEDDING

Gravel bedding for areas required such as base for asphalt pavement & walkway subbase shall have a compacted thickness of 0.10m gravel $\frac{3}{4}$ sieve passing, crushed and free from any deleterious matters.

IV. ROAD WARNING SIGNS, STRUCTURES & ACCESSORIES

- Use materials as indicated in the included plan. Customized & painted barriers including signboards shall be visible and conform to the required sizes/dimensions. Submit sample prior to bulk fabrication and construction
- All related works and materials such as assorted nails etc. must be provided
- All works must be true to alignment and measurements
- Coordinate with end-users or its delegated authorized representative

V. MASONRY WORKS

A. FINE SAND BEDDING / FILLERS FOR CONCRETE PAVERS WITHIN WALKWAYS

'Porac' white fine sand or approved equal shall only be used. No small stones/ pits of rocks shall be included. Sieving is required to attain the required quality. Compaction is compulsory in the laying and spreading activity. Owner-supplied fine sand shall be replenished/provided if there are lacking requirement.

B. PRE-CAST CONCRETE PAVER

Size shall be 2" x 4" x 8" (50mm x 100mm x 200mm) paver of uniform design based on the recommended source and quality assured material. Submit sample for approved prices to procurement.

C. CONCRETE HOLLOW BLOCKS (where required; for lacking CHB along edging of existing walkways & wall barrier/retainer near MPH)

Concrete hollow blocks to be used in this project shall be non-load bearing with a minimum comp. strength of 300psi (2.07Mpa). 100mm thick, unless otherwise indicated, in the drawings.

The concrete hollow block walls shall be laid, and the cells be filled with cement mortar consist of 1 part Portland cement and 3 parts sand by volume. They shall be reinforced with round deformed bars, 10mm diameter, spaced not more than 0.6m on centers, both ways.

All exposed surfaces of concrete hollow block walls finished with the specified materials indicated on the drawing/s or as indicated in the breakdown of values of work.

The mixture of cement plaster for concrete hollow block walls finished indicated in the drawings shall be 1 part cement and 3 parts of fine white sand.

VI. CONCRETE WORKS

A. GENERAL

All concrete shall be mixed thoroughly until there is a uniform distribution of the cement and aggregates and should be deposited as nearly as practicable in its final position, care being taken to avoid segregations.

The final aggregate for concrete shall consist of natural sand, or inert materials with similar characteristics, having clean, hard and durable grains, free from organic matter or loam.

The coarse aggregate for concrete shall consist of crushed rock of durable and strong qualities or clean and hard gravel. Sizes of the coarse aggregate to be used shall vary from 20mm to 40mm (3/4" to 1 1/2").

B. LOCATION OF CONCRETING WORKS (where required)

1. Footing for masonry edging of concrete paver
2. For concrete mortar for filler & spacer (1:3 cement to sand ratio)
3. For top concrete platform (near MPH)
4. For cement plastered finish (1:3 cement to sand ratio)

C. PROPORTIONING OF CONCRETE

All concrete works shall be done in accordance with the standard specification for plain and reinforced concrete as adopted for the project. Cement to be used shall be Portland cement or any other equivalent brands more readily available in the locality. Alternative cement selected must meet the requirements of Portland cement and approved by the Engineer in-charge of construction.

The proportion of concrete mixture shall be used for the lacking concrete edges shall be 1:2 1/2:5 = 2,500 psi (17.24Mpa)

For concrete mortar, filler & spacer, adopt 1:3 cement to sand ratio
For cement plastered finish – do – } Refer to item V.C.

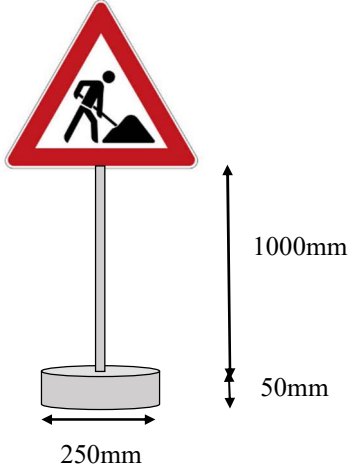
D. REINFORCEMENTS

Refer to item 2.c. of this material specifications.

E. OTHERS

All others, please refer to the accompanying material specifications.

The following road safety/ warning must be provided:

	DESCRIPTION	QUANTITY
1.	SLOW DOWN MEN WORKING	4 units
2.	SLOW DOWN ROAD UNDER REPAIR	4 units
3.	SORRY FOR THE INCONVENIENCE	4 units
4.	DETOUR WITH ARROW SIGNS →	4 units
5.	Also, provide wooden temporary bars/barricade where open squared portion/s of existing roads being repaired (submit sample at least 10 units).	8 units
6.	Likewise provide warning posts (with base and stand) (see detail, color: red and white) 	5 units
7	Please note that all the above warning/road signages must be visible to all motorists	

RELEVANT TECHNICAL SPECIFICATIONS AND PROJECT REQUIREMENTS

Schedule of Equipment, Power and Hand Tools Materials and Finishes

1. EQUIPMENT POWER AND TOOLS

Quantity (QTY)	Specifications
1	Asphalt Distributor (mechanized)
1	walk-behind (mechanized)
1	Delivery truck (minimum)
1	Dump truck/s (minimum)
1	Asphalt Kettle
1	Tamping rammer
1	Hand-operated concrete cutter
1	Hand-operated plate compactor
1 lot	Power and hand tools (Grinder, drill, taktak, pick matoc, shovel, blow torch & accessories, cutting tools)
1	One-bagger concrete mixer (optional)
1	Service vehicle/s (minimum)

2. MINIMUM MANPOWER REQUIREMENT

No.	Position/Personnel	Number of Personnel	Remarks
1.	Project Manager (Optional)	1	w/ experience in road construction
2.	Project Registered Civil Engineer	1	w/ experience in road construction
3.	Safety Officer/Engineer	1	w/ experience in road construction
4.	Foreman	1	w/ experience in road construction

3. MATERIALS SPECIFICATIONS

- a. Gravel - $\frac{3}{4}$ " sieve passing, from crushed gravel, free from deleterious substances and washed (submit sample and certification from sources)
- b. Sand
 - i. S-1 for concreting/ white sand, washed and free from deleterious substances (submit sample and certification from sources)
 - ii. Fine and sieve white sand for concrete paver base and fillers from 'Porac' or approved source free from deleterious substances

- c. Cement - Portland type 1-P, use one brand of cement throughout the concreting works
- d. Concrete pavers - 2"x 4" x 8" (50 x 100 x 200 mm), from reliable sources submit sample/s for color/ shade approval
- e. Rebars – 10mm ø deformed bars, passing structural grade/PS grade 230) submit test result/certification from reliable testing laboratory, signed and sealed.
- f. CH Block - 4" thick (100mm) x 200 x 400mm, non-load bearing but with a minimum 28-day compressive strength of 2.07 Mpa (300 psi) passing
- g. Hard-asphalt, heated to the desired liquid form (mastic filler) for visible cracks pre-identified in the site inspection/or R115-15
- h. Prime Coat (SS-1) to be applied and spread above the compacted gravel bed/base
- i. Hot asphalt mix from reliable Item 310 source
- j. Water – clean, potable water free from any deleterious substance

4. FINISHES AND FURTHER RELATED SPECIFICATIONS

- a. For roadways (shaded)
 - i. Pre-identified visible cracks subject to provision of item 4.a.ii. will be painted/marked with red paint to attain uniform quotations for prospective bidders
 - ii. Application of mastic fill shall be coordinated w/ UPOU authorized technical representative
- b. For pedestrian access / walkways
 - i. Owner-supplied gravel and fine sand shall be compacted thoroughly and inform the UPOU the schedule of such activity/ies.
 - ii. In all locations, apply the above methodology where needed
- c. Cement-plaster finish – lacking masonry edging along both sides of the walkway & support of platform
- d. Plain cement finish for platform (included/see detailed plans)

SCOPE OF WORK

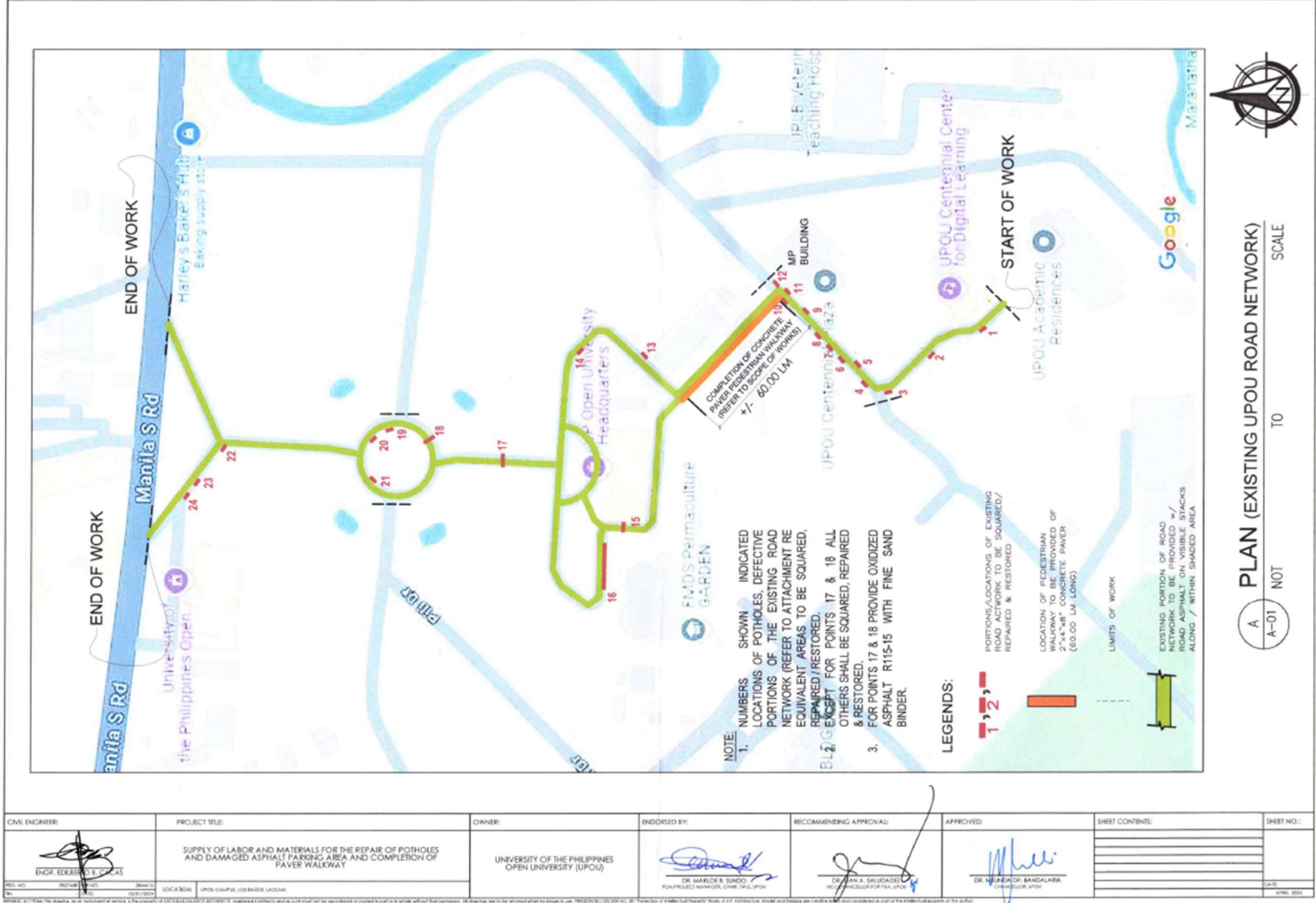
The works include but not limited to the following main pay items to wit:

- I. General Requirements – refer to accompanying detailed construction estimate worksheet
- II. Site preparation & related requirements
 - a. This includes clearing/ cleaning and disposal of squared/ cut existing portion/s defective of asphalt pavement within the UPOU complex. Restoration of all affected areas is included in the pay items.
 - b. The other pay items include temporary facilities, and the fabrication of road warning signages, physical structures and accessories is also included. The other general requirement are the testing and approval of site inspection.
- III. Earthworks and related activities
 - a. Under this pay item include the squaring of existing defective asphalt pavement per specified required measurements. Refer to the given reference for dimensions
 - b. Excavation to the required/desired depth per item III.a.
 - c. Provide compacted gravel bed to item II.a.
 - d. Cutting/removal and disposal of tree roots including painting of roots and construction of concrete barrier

- IV. Asphaltting works
 - a. Apply mastic fill from heated hard asphalt (oxidized asphalt R115-15) to visible cracks not included in item II.a. within the specified/ included road network of the UPOU project and as pre-determined locations during project site inspection
 - b. Supply and spreading by means of an asphalt distributor to top of compacted gravel bed/ base bituminous prime coat (SS-1)
 - c. Bitumen (item 310) hot asphalt mix above all of the items III.b. FD/LRC included, F (Freight); D (Delivery), manpower of contractor shall do the laying, rolling and correction
 - d. In item III.c., a walk-behind compactor equipment or plate compaction is necessary to have a smooth/ not so coarse asphalt top surface. The compacted thickness resulted is 2 ½” thk (0.0635m)
- V. Supply and delivery of the following:
 - a. Lacking fine sand and the usage of owner-supplied material of same quality for completion of pedestrian walkway for 2”x4”x8” concrete paver base; and platform construction
 - b. Compacted fine sand free from deleterious substance for paver base and fillers.
- VI. Laying of owner-supplied concrete paver including the additional lacking requirements.
- VII. Cutting of (existing and proposed) pavers to existing/ already installed masonry edges. Repair damaged portion of the existing edging/retainer.
- VIII. Construction and installation of masonry/ edging support (both sides) for 2” x 4” x 8” concrete paver
- IX. Supply and spreading including compaction of lacking gravel base for item VI. Recompact all existing ones. Excess volume if encountered shall be placed on areas that require/s such.
- X. Construction of concrete platform on top of the existing CHB wall barrier/retainer (near MPH)
- XI. Move out

--- NOTHING FOLLOWS ---

Section VII. Drawings



CIVIL ENGINEER: ENGR. EDREDO S. CASAS	PROJECT TITLE: SUPPLY OF LABOR AND MATERIALS FOR THE REPAIR OF POTHOLES AND DAMAGED ASPHALT PARKING AREA AND COMPLETION OF PAVER WALKWAY	OWNER: UNIVERSITY OF THE PHILIPPINES OPEN UNIVERSITY (UPOU)	ENDORSED BY: DR. MARLO S. SINCO PROJECT MANAGER, UPOU	RECOMMENDING APPROVAL: DR. MARLO S. SINCO PROJECT MANAGER, UPOU	APPROVED: DR. NILDA P. SANDALANA CHIEF ENGINEER, UPOU	SHEET CONTENTS:	SHEET NO.:
DATE: 09/24/2024	LOCATION: UPOU CAMPUS, LOS BAÑOS, LAGUNA						DATE: APRIL 2024

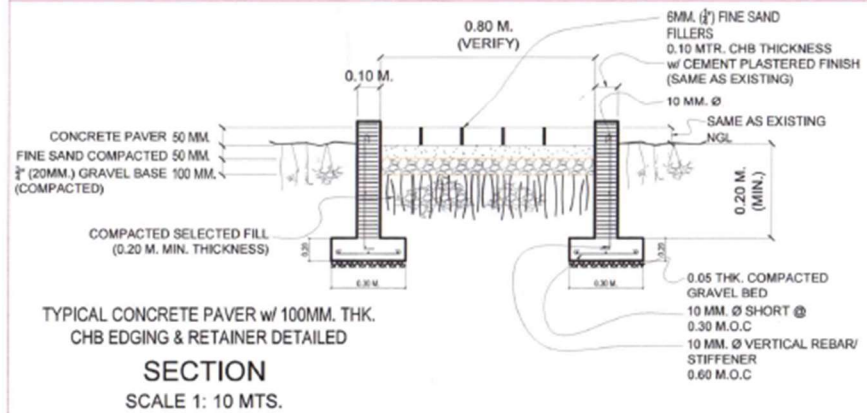
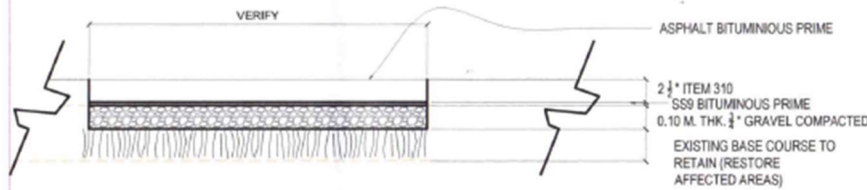
MEASUREMENTS OF EXISTING ASPHALT PAVEMENT TO BE SQUARED / CUT & EXCAVATED

ITEM NO./ POINT	SIZE / MEASUREMENT M. METERS		
	WIDTH	LENGTH	DEPTH
1.	3.80	4.00	0.10
2.	3.00	10.50	0.10
3.	1.50	4.00	0.10
4.	3.00	7.00	0.10
5.	1.50	2.00	0.10
6.	1.50	2.50	0.10
7.	2.20	4.00	0.10 + 1.200 X 2.0 X 0.10
8.	1.50	2.50	0.10
9.	1.50	2.00	0.10 + 2.00 X 4.00 X 0.10
10.	4.00	5.50	0.10
11.	1.00	1.00	0.10
12.	1.00	3.20	0.10
13.	1.50	0.80	0.10 + 0.50 X 1.20 X 0.10
14.	0.80	0.80	0.10
15.	4.00	1.00	0.10
16.	4.50	25.50	0.30
17.	0.40	X LENGTH (TYPICAL)	
18.	1.20	X 2.10	0.10
19.	0.40	X LENGTH (SAME AS 17)	
20.	2.50	X 3.50	0.10
21.	4.00	X 1.00	0.10
22.	1.50	X 3.50	0.10
23.	1.20	X 2.10	0.10
24.	2.50	X 3.50	0.10

NOTES: FOR ITEM 16, 17 & 18

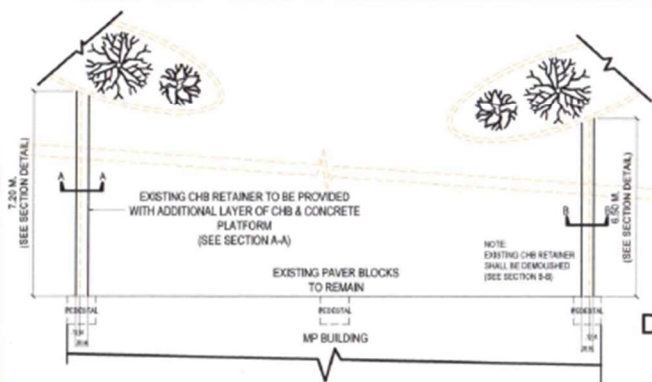
- 16.1 CUTTING OF TREES ROOTS, REMOVAL & DISPOSAL OF DEBRIS IS PART OF SQUARING WORKS.
- 16.2 DEPTH AND EXTENT OF THE EXISTING TREES ROOTS THAT PENETRATED TO ASPHALT PAVEMENTS / PARKING AREA SHALL BE 0.30 M. FROM TOP SURFACE OF THE EXISTING ASPHALT.
- 16.3 PAINT THE TERMINATION OF CUT OF THE TREE ROOTS EXPOSED TO EARTH/SOIL PER RECOMMENDED LOCATIONS.
- 17 & 15 APPLY ITEM R115-15 OXIDIZED, HOT ASPHALT w/ SERVED FINE SAND. AVERAGE COMPACTED THICKNESS IS 6MM.

TYPICAL DEFECTIVE ROAD SECTION / POTHOLES TO BE CUT / SQUARED



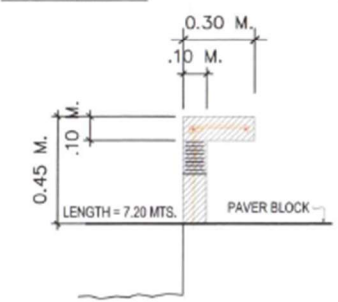
NOTES:

1. CUT DEFECTIVE / DAMAGED EXISTING ASPHALT PAVEMENT INDICATED ON PARTICULAR AREAS / PORTION ONLY BY MEANS OF A ROAD CUTTER.
2. COMPACT / TAMPED THE PREPARED BUT / SQUARING AREA / PORTION DOWN TO THE SPECIFIED BASE CAUSE (TOP MOST PART ONLY).
3. ANY SQUARED PORTION / PART SHALL BE FREE FROM WATER LOG OR REMOVE STANDING WATER INSIDE / SQUARED WITHIN.
4. DISPOSE / HAUL ALL UNWANTED DEBRIS TO A DESIGNATED AREA / LOCATION COORDINATED W/ CONCERNED UPOU AUTHORITIES.
5. APPLY SS-1 BITUMINOUS ASPHALT PRIME COAT PRIOR TO HOT LAYING OF ASPHALT MIX.
6. PROVIDE ROAD WARNING SIGNS TO ALL AREAS / LOCATIONS WHERE OPEN SQUARED PORTION OF THE ROADS ARE BEING UNDERTAKEN.
7. BITUMEN PRODUCTS SHALL BE SOURCED FROM ANY REFUTABLE DPWH- ACCREDITED COMPANY / PLANT . SUBMIT CERTIFICATION.
8. FD IS A MUST F MEANS - FREIGHT D MEANS - DELIVERY
9. DITTO WITH ACTUAL OCCULAR SITE INSPECTION. THIS IS A PRE-REQUISITE PRIOR TO SUBMISSION OF BID PROPOSAL.

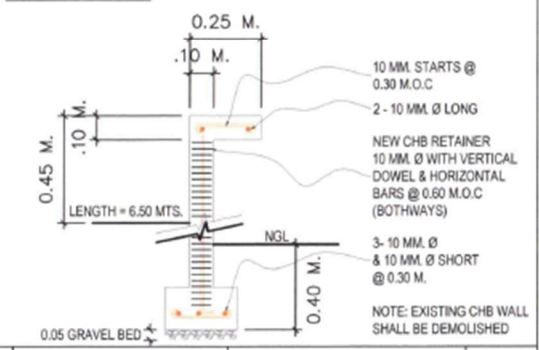


DETAILED SECTION OF CHB WALL NOT TO SCALE

SECTION A - A



SECTION B - B



CIVIL ENGINEER: 	PROJECT TITLE: SUPPLY OF LABOR AND MATERIALS FOR THE REPAIR OF POTHOLES AND DAMAGED ASPHALT PARKING AREA AND COMPLETION OF PAVER WALKWAY	OWNER: UNIVERSITY OF THE PHILIPPINES OPEN UNIVERSITY (UPOU)	ENDORSED BY: 	RECOMMENDING APPROVAL: 	APPROVED: 	SHEET CONTENTS:	SHEET NO.:
DATE: APRIL 2024	LOCATION: UPOU CAMPUS, LOS BAÑOS, LAGUNA		DR. MARLO B. SANDO FOIA/PROJECT MANAGER, CHB, THO, UPOU	DR. JANNA A. SALAZAR VICE CHAIRPERSON FOR FACILITIES	DR. M. R. D. BANDALARA CHAIRMAN, UPOU		

NOTICE: All drawings, designs, or construction services are the property of a REGISTERED ARCHITECT, ENGINEER, LANDSCAPE ARCHITECT, or PROFESSIONAL DESIGNER and shall not be reproduced or used in whole or in part without their permission. All drawings are to be returned when no longer in use. REGISTERED ARCHITECT: DR. MARLO B. SANDO, R.A. No. 1010, P.O. Box 1010, Los Baños, Laguna. REGISTERED ARCHITECT: DR. JANNA A. SALAZAR, R.A. No. 1010, P.O. Box 1010, Los Baños, Laguna. REGISTERED ARCHITECT: DR. M. R. D. BANDALARA, R.A. No. 1010, P.O. Box 1010, Los Baños, Laguna.

Section VIII. Bill of Quantities

DETAILED CONSTRUCTION ESTIMATE WORKSHEET (DCEW)

Project :	SUPPLY OF LABOR AND MATERIALS FOR THE REPAIR OF POTHoles AND DAMAGED ASPHALT PARKING AREA AND COMPLETION OF THE PAVER WALKWAY	Prepared / Estimated by:		Submitted by:		Date:	
Location :	UPOU Headquarters, Maahas, Los Baños, Laguna	Certified Correct:		Name w/ Signature & Designation		Address of Bidder:	
Subject :	BILL OF MATERIALS AND COST ESTIMATES (DETAILED CONSTRUCTION ESTIMATE WORKSHEET)			Name & Signature of General Manager		Estimated Project Cost:	0.00
						No. of Days to Complete:	30 CALENDAR DAYS

ITEM NO.	ITEM OF WORK	UNIT	QTY.	DIRECT COST				SUB-TOTAL DIRECT COST	UNIT COST (PHP)
				MATERIALS		LABOR			
				PER UNIT	MAT'L .COST	PER UNIT	LABOR COST		
I.	GENERAL REQUIREMENTS								
A.	Temporary Facilities	lot	1.00		0.00		0.00	0.00	0.00
B.	Road warning signages & physical structures/accessories	lot	1.00		0.00		0.00	0.00	0.00
C.	Health and Safety expenses	lot	1.00		0.00	-	-	0.00	0.00
D.	Testing & approval/certificate result of such test conducted	lot	1.00		0.00		0.00	0.00	0.00
E.	Equipment & Paver Tools rental and use	lot	1.00		0.00		0.00	0.00	0.00
II.	SITE PREPARATION & RELATED PROJECT REQUIREMENTS								
A.	Clearing/Cleaning	lot	1.00	-	-		0.00	0.00	0.00
B.	Disposal of debris	lot	1.00	-	-		0.00	0.00	0.00
C.	Restoration of affected areas	lot	1.00		0.00		0.00	0.00	0.00
D.	Removal of tree roots to the desired depth including painting of roots and construction of concrete barrier	lot	1.00		0.00		0.00	0.00	0.00
III.	EARTHWORKS & RELATED WORKS								
A.	Squaring of existing defective asphalt pavement per specified required portion of the road	lm	210.00		0.00		0.00	0.00	0.00
B.	Excavation down to the given depths required	m ³	41.60	-	-		0.00	0.00	0.00
C.	Gravel base/correction (compaction included)	m ³	30.25		0.00		0.00	0.00	0.00
IV.	ASPHALTING WORKS								
A.	Mastic fill (including the sealing of existing roads within the specified road network) (to be pre-determined during the joint site inspection using R115-15)	drums	4.00		0.00		0.00	0.00	0.00
B.	Bituminous prime coat spreading/application to top of all compacted gravel bed/base (SS-1) w/ distributor equipment	drums	2.00		0.00		0.00	0.00	0.00
C.	Bitumen (Item 310) Hot asphalt mix (freight & delivery)	MT	45.00		0.00		0.00	0.00	0.00
D.	Laying, Rolling, Compaction and Correction of item C (labor only)	lot	1.00	-	-		0.00	0.00	0.00
V.	COMPLETION OF PAVER WALKWAY								
A.	Spreading of owner-supplied fine sand (compaction included)	lot	1.00	-	-		0.00	0.00	0.00
B.	Fine sand bedding and fillers for lacking item V.A.	m ³	1.00		0.00		0.00	0.00	0.00
C.	2"x4"x8" (50x100x200mm) concrete paver (owner-supplied) (labor only)	m ²	55.20	-	-		0.00	0.00	0.00
D.	2"x4"x8" (50x100x200mm) concrete paver (remaining/lacking)	m ²	8.00		0.00		0.00	0.00	0.00

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		
E.	Cutting of concrete paver concrete edging restoration & layout and installation of lacking CHB wall barrier and top concrete platform (near MPH) refer/see location, including cement-plastered finish	lot	1.00		0.00		0.00	0.00	
INITIAL GRAND TOTAL					0.00		0.00	0.00	

SUMMARY OF BREAKDOWN OF TOTAL LUMP SUM BID PRICE

Project : **SUPPLY OF LABOR AND MATERIALS FOR THE REPAIR OF POTHoles AND DAMAGED ASPHALT PARKING AREA AND COMPLETION OF THE PAVER WALKWAY**

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			
B.1.2.	Contractor's profit [(A) * P%]	P			
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
TOTAL APPROVED BUDGET FOR CONSTRUCTION		P			0.00
(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):

<u>Key Personnel</u>	<u>General Experience</u>
1. Project Registered Civil Engineer (with valid license)	Min. 5 yrs (w/ experience in road construction)
2. Safety Officer/Engineer	Min. 5 yrs w/ COSH Certificate
3. Foreman	Min. 5 yrs (w/ experience in road construction)

Notes: Personnel with multiple expertise and qualifications with at most two 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 valid 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**

A. Equipment	No. of Units
1. Asphalt Distributor (mechanized)	Min. 1 unit
2. Walk-behind (mechanized)	Min. 1 unit
3. Delivery truck	Min. 1 unit
4. Dump truck	Min. 1 unit
5. Asphalt kettle	Min. 1 unit
6. Tamping rammer	Min. 1 unit
7. Hand-operated concrete cutter	Min. 1 unit
8. Hand-operated plate compactor	Min. 1 unit
9. One-bagger concrete mixer	Min. 1 unit
10. Service vehicle	Min. 1 unit
11. Power and hand tools	1 lot
B. Others	No. of Units
1. PPE (Personal Protective Equipment) (includes hard hat, safety vest, safety shoes, safety harness, safety gloves)	Min. 5 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 ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

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 : _____

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: NP-TFB No. 24-12-003**

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)

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 "Supply of Labor and Materials for the Repair of Potholes and Damaged Asphalt Parking Area and Completion of the Paver Walkway", Project Identification NP-TFB No. 24-12-003 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 (PhP1,190,765.28), calculated as follows:

ABC: PhP1,190,765.28	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 guidelines¹² 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: _____

		Project Registered Civil Engineer	Safety Officer/Engineer	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)

KEY PERSONNEL’S CERTIFICATE OF EMPLOYMENT

[Date of Issuance]

Dr. PRIMO G. GARCIA
 Chair, Bids and Awards Committee (BAC)
 UP Open University
 UPOU Headquarters, Los Baños, Laguna

Dear Sir:

I am (Name of Nominee) a licensed (profession) with Professional License No. issued on (date of issuance) at (place of issuance) .

I hereby certify that (Name of Bidder) has engaged my services as (Designation) for (Name of the Contract), if awarded to it.

As (Designation) , I supervised the following completed projects similar to the Contract under bidding):

NAME OF PROJECT	OWNER	COST	DATE COMPLETED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

At present, I am supervising the following projects:

NAME OF PROJECT	OWNER	COST	DATE COMPLETED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the (Name of the Procuring Entity) at least twenty one (21) days before the effective date of my separation.

As (Designation) , I know I will have to stay in the job site all the time to supervise and manage the Contract works to the best of my ability, and aware that I am authorized to handle only one (1) contract at a time.

I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the

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:

A. Equipment	Minimum Quantity	Available Quantity
1. Asphalt Distributor (mechanized)	Min. 1 unit	
2. Walk-behind (mechanized)	Min. 1 unit	
3. Delivery truck	Min. 1 unit	
4. Dump truck	Min. 1 unit	
5. Asphalt kettle	Min. 1 unit	
6. Tamping rammer	Min. 1 unit	
7. Hand-operated concrete cutter	Min. 1 unit	
8. Hand-operated plate compactor	Min. 1 unit	
9. One-bagger concrete mixer	Min. 1 unit	
10. Service vehicle	Min. 1 unit	
11. Power and hand tools	1 lot	
B. Others		
1. PPE (Personal Protective Equipment) (includes hard hat, safety vest, safety shoes, safety harness, safety gloves)	Min. 5 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
A. Owned							
i.							
ii.							
iii.							
iv.							
v.							
B. Leased							
i.							
ii.							
iii.							
iv.							
v.							
C. Under Purchase Agreements							
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 ST QUARTER	2 ND QUARTER	3 RD QUARTER	4 TH 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:

SUPPLY OF LABOR AND MATERIALS FOR THE REPAIR OF POTHOLES AND DAMAGED ASPHALT PARKING AREA AND COMPLETION OF THE PAVER WALKWAY – TECHNICAL COMPONENT

[NAME AND ADDRESS OF THE BIDDERS]
BIDS AND AWARDS COMMITTEE SECRETARIAT
UP OPEN UNIVERSITY
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA
REFERENCE NO. NP-TFB No. 24-12-003
“DO NOT OPEN BEFORE 18 December 2024, 3:00 PM”

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

SUPPLY OF LABOR AND MATERIALS FOR THE REPAIR OF POTHOLES AND DAMAGED ASPHALT PARKING AREA AND COMPLETION OF THE PAVER WALKWAY – FINANCIAL COMPONENT

[NAME AND ADDRESS OF THE BIDDERS]
BIDS AND AWARDS COMMITTEE SECRETARIAT
UP OPEN UNIVERSITY
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA
REFERENCE NO. NP-TFB No. 24-12-003
“DO NOT OPEN BEFORE 18 December 2024, 3:00 PM”

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

SUPPLY OF LABOR AND MATERIALS FOR THE REPAIR OF POTHOLES AND DAMAGED ASPHALT PARKING AREA AND COMPLETION OF THE PAVER WALKWAY

[NAME AND ADDRESS OF THE BIDDERS]
BIDS AND AWARDS COMMITTEE SECRETARIAT
UP OPEN UNIVERSITY
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA
REFERENCE NO. NP-TFB No. 24-12-003
“DO NOT OPEN BEFORE 18 December 2024, 3:00 PM”

