



University of the Philippines
OPEN UNIVERSITY

**NEGOTIATED PROCUREMENT
(TWO FAILED BIDDINGS)**

for

**SUPPLY OF LABOR AND
MATERIALS FOR THE
REHABILITATION OF
FLOORING IN VARIOUS AREAS
AT THE THIRD FLOOR
INCLUDING THE ROOF DECK OF
THE ACADEMIC RESIDENCES**

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.



Section I. Invitation to Negotiated Procurement

Supply of Labor and Materials for the Rehabilitation of Flooring in Various Areas at the Third Floor including the Roof Deck of the Academic Residences

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 Rehabilitation of Flooring in Various Areas at the Third Floor including the Roof Deck of the Academic Residences 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 **Two Million Seven Hundred Ninety-Two Thousand Nine Hundred Seventy-Nine Pesos and Seventy-Four Centavos (PhP2,792,979.74)** being the Approved Budget for the Contract (ABC) to payments under the contract for “Supply of Labor and Materials for the Rehabilitation of Flooring in Various Areas at the Third Floor including the Roof Deck of the Academic Residences” (NP-TFB No. 25-01-002). 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 seventy-five (75) 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 **Three Thousand Pesos (PhP 3,000.00)** only. UPOU shall allow the bidder to present its proof of payment for the fees in person, by facsimile or through electronic means.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before 16 January 2025, 12:00 PM.** Late bids shall not be accepted.

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

Bid opening shall be on **16 January 2025, 2:30 PM** at the given address below and/or via video conferencing or any other means. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

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

For further information, please refer to:

MS. ELVY A. PAMULAKLAKIN

Head, Bids and Awards Committee (BAC) Secretariat

UPOU Headquarters, Los Baños, Laguna

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

Telefax No.: (049) 536-5991

Email: **bac@upou.edu.ph**

You may visit the following websites:

For downloading of Bidding Documents:

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

07 January 2025

(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 Rehabilitation of Flooring in Various Areas at the Third Floor including the Roof Deck of the Academic Residences**, with Project Identification Number NP-TFB No. 25-01-002.

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 PhP2,792,979.74.

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;">Key Personnel</th> <th style="text-align: center;">General Experience</th> </tr> </thead> <tbody> <tr> <td>1. Project Architect/Civil Engineer (with valid license)</td> <td>Min. 5 yrs</td> </tr> <tr> <td>2. Safety Officer/Engineer</td> <td>Min. 5 yrs w/ COSH Certificate</td> </tr> <tr> <td>3. General Foreman</td> <td>Min. 5 yrs</td> </tr> </tbody> </table> <p>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>	Key Personnel	General Experience	1. Project Architect/Civil Engineer (with valid license)	Min. 5 yrs	2. Safety Officer/Engineer	Min. 5 yrs w/ COSH Certificate	3. General Foreman	Min. 5 yrs		
Key Personnel	General Experience										
1. Project Architect/Civil Engineer (with valid license)	Min. 5 yrs										
2. Safety Officer/Engineer	Min. 5 yrs w/ COSH Certificate										
3. General Foreman	Min. 5 yrs										
10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">A. Equipment</th> <th style="text-align: center;">No. of Units</th> </tr> </thead> <tbody> <tr> <td>1. Grinder</td> <td>Min. 2 units</td> </tr> <tr> <td>2. Tile Cutter</td> <td>Min. 2 units</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 gloves)</td> <td>Min. of 5pcs per item</td> </tr> </tbody> </table>	A. Equipment	No. of Units	1. Grinder	Min. 2 units	2. Tile Cutter	Min. 2 units	B. Others	No. of Units	1. PPE (Personal Protective Equipment) (includes hard hat, safety vest, safety shoes, safety gloves)	Min. of 5pcs per item
A. Equipment	No. of Units										
1. Grinder	Min. 2 units										
2. Tile Cutter	Min. 2 units										
B. Others	No. of Units										
1. PPE (Personal Protective Equipment) (includes hard hat, safety vest, safety shoes, safety gloves)	Min. of 5pcs per item										
12	<i>No further instructions.</i>										
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than PhP55,859.594 (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than PhP139,648.987 (5%) of ABC if bid security is in Surety Bond. 										
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	The Intended Completion Date is seventy-five (75) calendar days from the starting date; the starting date being seven (7) calendar days from the issuance of the Notice to Proceed. NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.
4.1	The UPOU shall give possession of all parts of the Site to the Contractor upon issuance of the Notice to Proceed.
6	The site inspection report shall be provided to the UPOU.
7.2	The warranty against Structural Defects/Failures, except those occasioned-on force majeure, shall cover a period of five (5) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Schedule of Work to the Procuring Entity’s Representative within ten (10) calendar days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is one tenth (1/10) of one percent (1%) per day of delay for the current progress billing.
13	The amount of the advance payment is fifteen percent (15%) of the total contract price subject to the requirements of the Revised IRR of RA 9184 and additional conditions, if any.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	(a) The date by which operating and maintenance manuals are required is not later than thirty (30) calendar days prior to conducting the acceptance test. (b) The date by which “as built” drawings are required is thirty (30) calendar days upon the project completion. (c) In addition, for every Progress of Work the contractor must submit an “As-Built” drawings as supporting document for the approval of Progress Payment.
15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is two percent (2%) of the Contract Price or the non-issuance of the Retention Money.

Section VI. Specifications

SCOPE OF WORKS AND SPECIFICATIONS

I. Scope of Works:

A. Third floor Bedrooms flooring:

1. Dismantling of the entire laminated wood planks of the flooring of bedrooms at Rooms 313 and 314
2. Chipping of the existing concrete topping from the flooring.
3. Concrete topping, correction and finishing of flooring.
4. Installation of ceramic tiles.
5. Application of grout along the midline of the installed ceramic tiles.
6. Installation of aluminum threshold along the door midpoint entry.
7. Installation of aluminum stair nosing along the flooring edges of the balcony and comfort room's entry.

B. Roof deck flooring and base wall:

1. Dismantling of the existing tiles of the flooring and base wall at the roof deck.
2. Chipping and correction of the existing base wall and flooring.
3. Application of waterproofing (three coats). Follow manufacturer's instructions.
4. Conduct flood/leak testing to be observed in 24 hours upon completion of the application of the waterproofing.
5. Concrete topping and finishing with a slope of 0.06 m to 0.04 m, +/-2% from front to rear.
6. Installation of ceramic tiles.
7. Application of grout along the midline of the installed ceramic tiles.
8. Construction of the gargyle (refer to the plan) at the roof deck.
9. Cleaning/disposal of the dismantled wood planks (third floor) and tiles (roof deck) including all concrete debris and unnecessary waste materials to a designated area.

II. Material Specifications are as follows:

1. Cement - Portland Type 1 (branded). Use 1 brand of cement during the course of concreting activity
2. Sand – White/S-1 washed and free from deleterious substance.
3. Bituminous waterproofing – should be a 1-component, water based, bitumen polymer modified waterproofing, cold applied liquid membrane. Submit RFA for kind of waterproofing with brochure prior to procurement and application. Manufacturer must be serving the Philippine Market for at least 30 years, must have an ISO 9001:2015 and 14001:2015.
4. Ceramic floor tiles – Submit RFA for 600mm x 600mm and 400mm x 400mm similar design with the existing tiles or approved as equal.
5. Tile grout - Submit RFA.
6. Aluminum threshold polished silver 2mm x 40mm - Submit RFA with sample
7. Aluminum stair nosing silver 2mm x 40mm - Submit RFA with sample

III. Other works not mentioned but necessary to complete the work are included in this Contract.

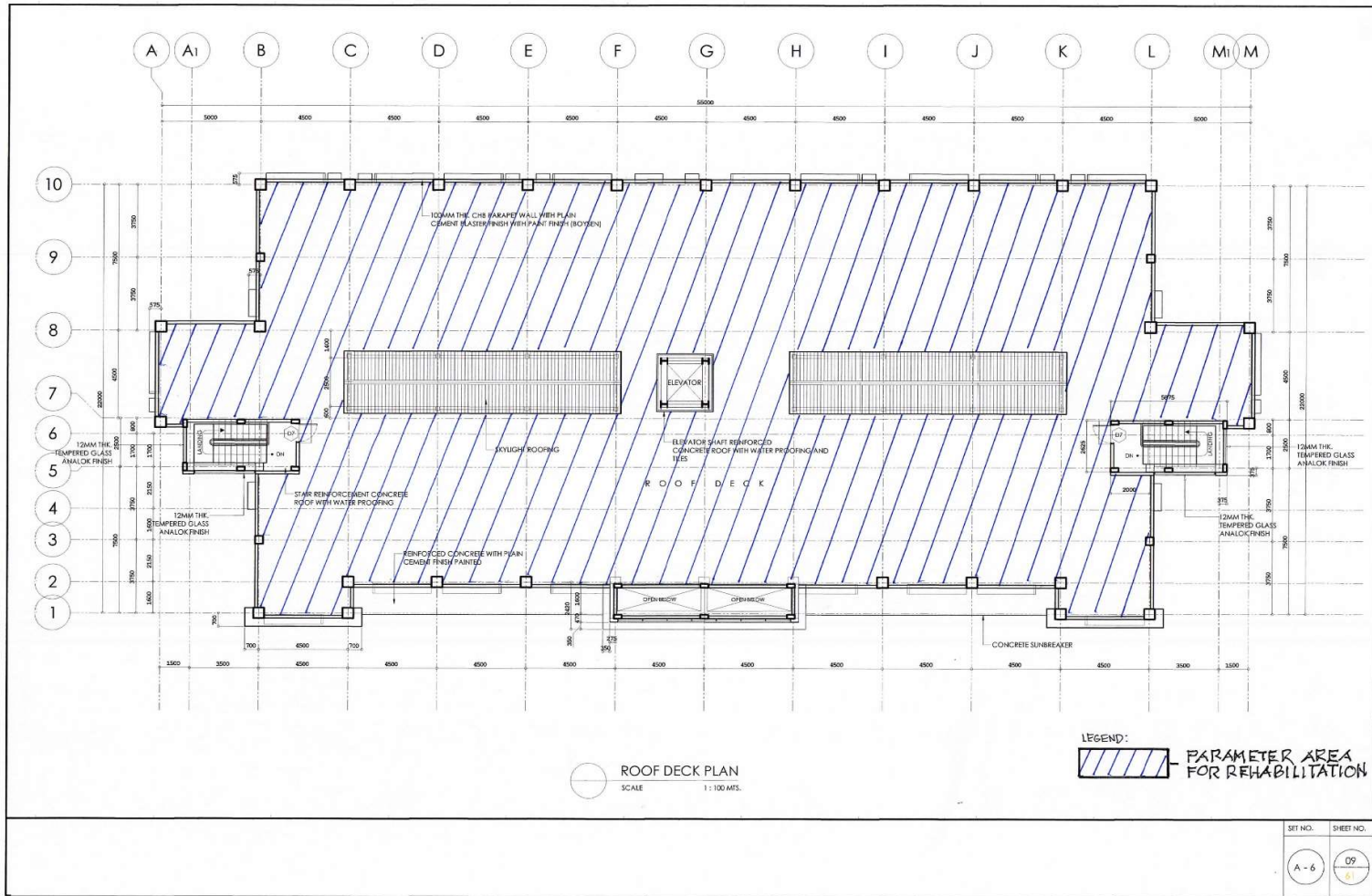
Restoration of damaged areas due to the execution of the works shall be done by the Contractor without cost to UPOU.

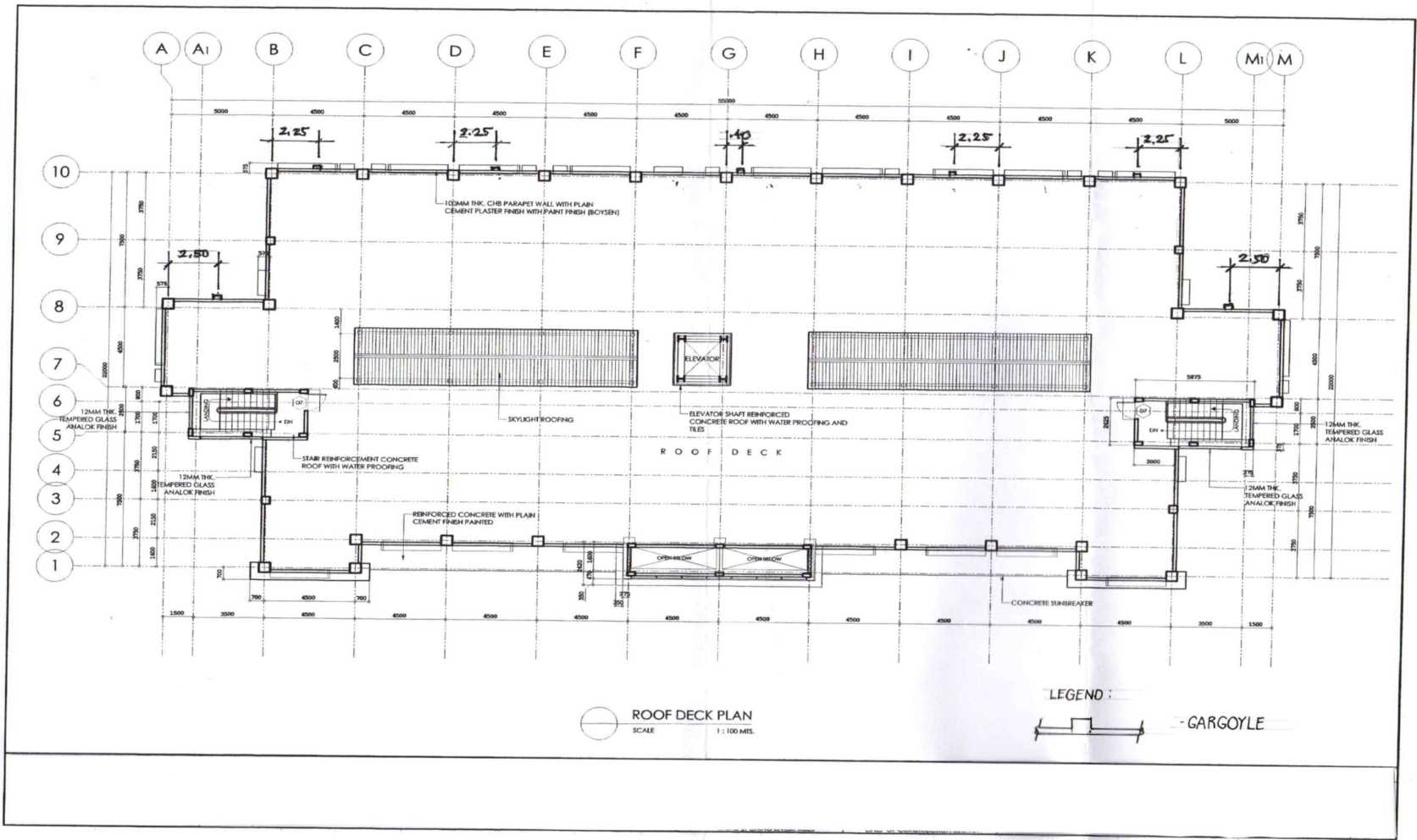
IV. Quality Assurance Provision:

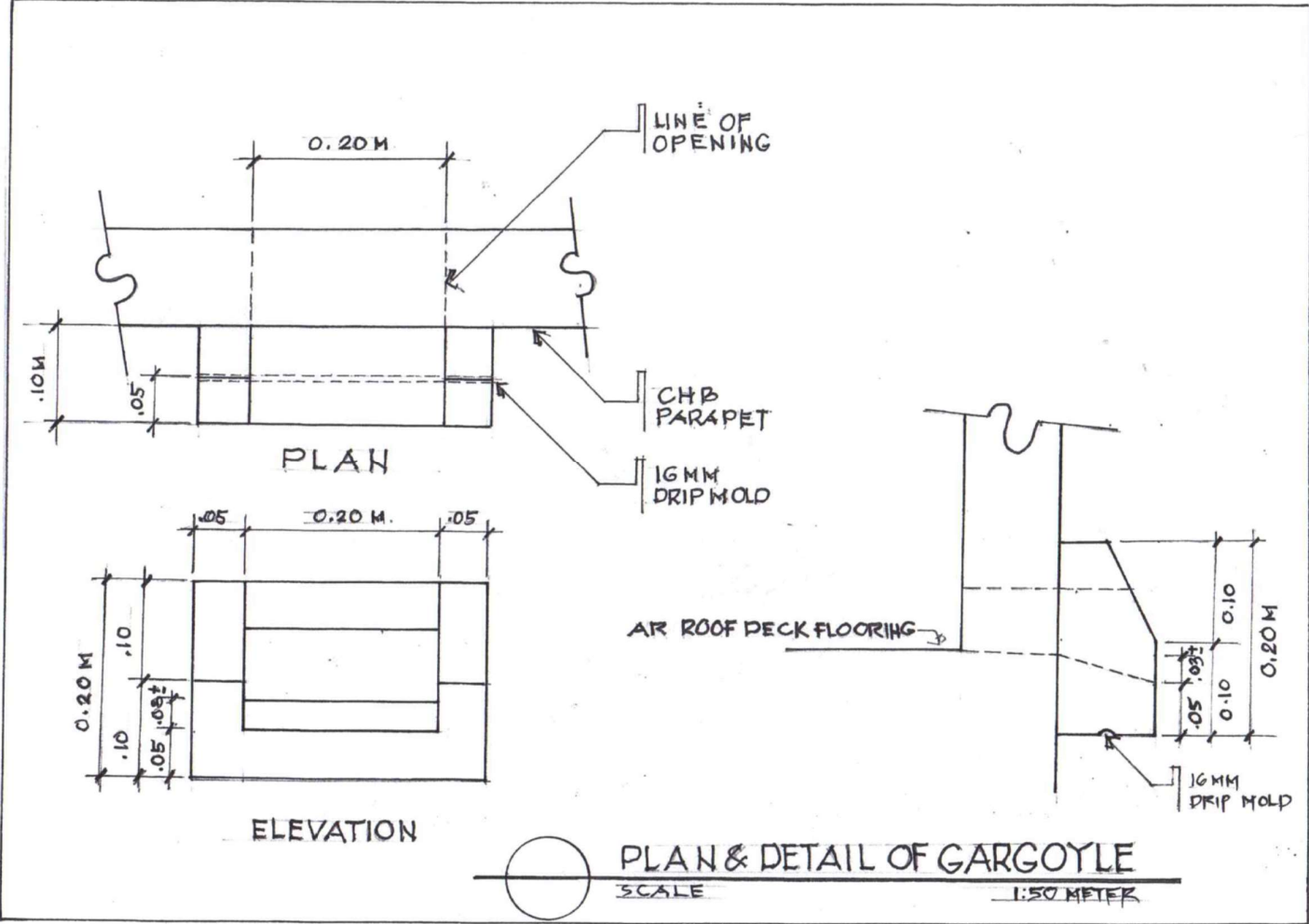
All works relative to the above project shall be assured of its quality/above par workmanship acceptable to UPOU. Any defects/flaws discovered shall be rectified the soonest possible time by the Contractor. Certification thereof shall be submitted duly signed and sealed by the manager or the authorized representative.

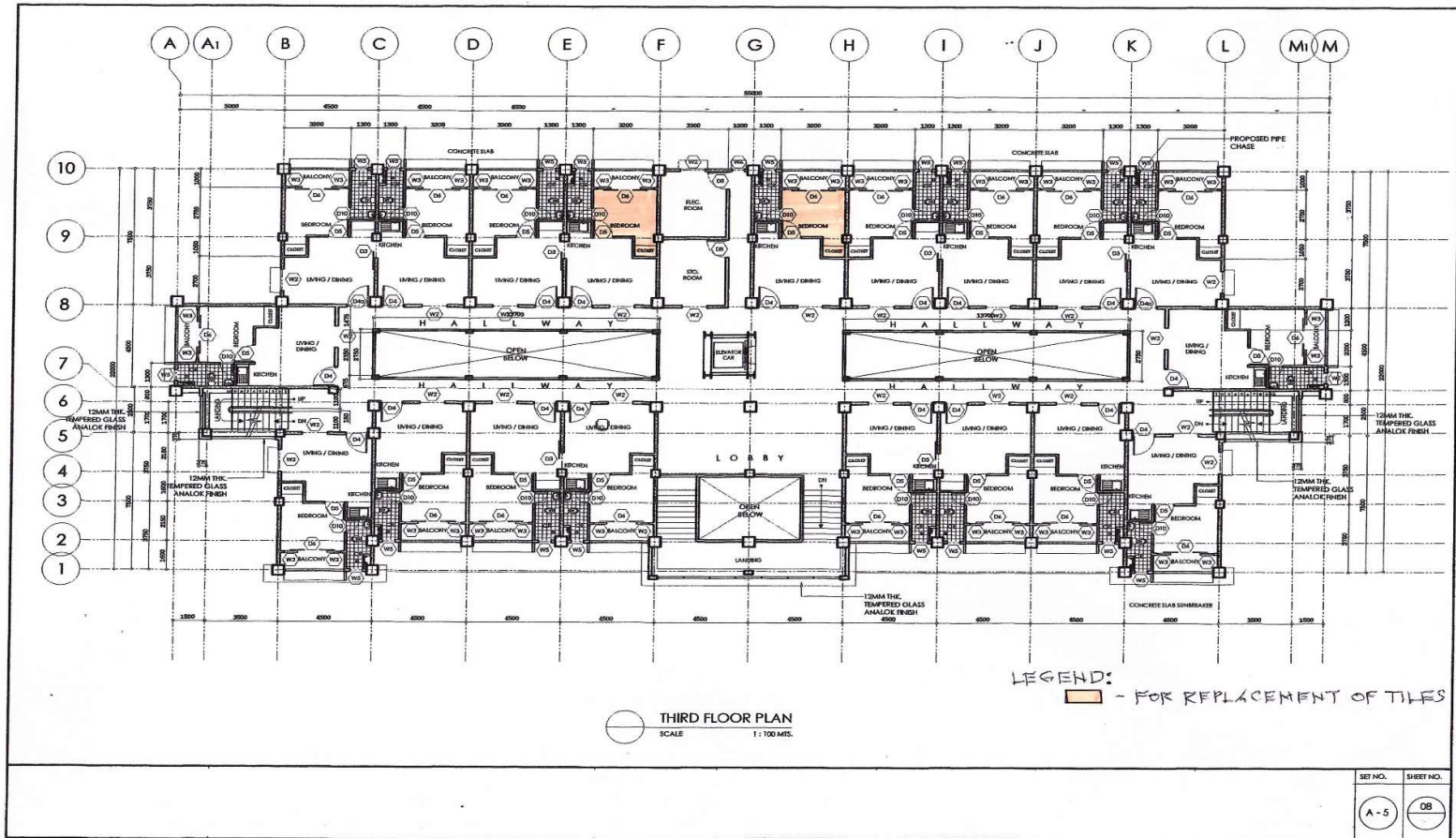
V. Project must be completed within seventy-five (75) calendar days.

Section VII. Drawings









Section VIII. Bill of Quantities

DETAILED CONSTRUCTION ESTIMATE WORKSHEET (DCEW)

Project :	SUPPLY OF LABOR AND MATERIALS FOR THE REHABILITATION OF FLOORING IN VARIOUS AREAS AT THE THIRD FLOOR INCLUDING THE ROOF DECK OF THE ACADEMIC RESIDENCES	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:	76 CALENDAR DAYS

ITEM NO.	ITEM OF WORK	UNIT	QTY.	DIRECT COST				SUB-TOTAL DIRECT COST	UNIT COST (PHP)
				PER UNIT	MATL .COST	PER UNIT	LABOR COST		
I.	GENERAL REQUIREMENTS								
	A. Temporary office, barracks and storage room	lot	1.00		0.00		0.00	0.00	0.00
	B. Health and Safety expenses	lot	1.00		0.00	-	-	0.00	0.00
	C. Temporary Power & Water Supply	lot	1.00	-	-		0.00	0.00	0.00
II.	SITE WORKS								
	A. Dismantling of the entire existing floor laminated wood planks (bedrooms)	sq.m.	19.92	-	-		0.00	0.00	0.00
	B. Dismantling of the entire existing tiles (roof deck)	sq.m.	877.76	-	-		0.00	0.00	0.00
	C. Dismantling/chipping of existing concrete topping (bedrooms & roof deck)	cu.m.	22.30	-	-		0.00	0.00	0.00
	D. Hauling of dismantled floor laminated wood planks, tiles and concrete debris	lot	1.00	-	-		0.00	0.00	0.00
III.	CONCRETE WORKS AND INSTALLATION OF CERAMIC FLOOR TILES AT THE BED ROOMS								
	A. Concrete topping:								
	1. Cement	bags	4.00		0.00		0.00	0.00	0.00
	2. White Sand, fine (S-1)	cu.m.	0.50		0.00		0.00	0.00	0.00
	B. Installation of Ceramic Tiles:								
	1. Ceramic floor tiles (600mm x 600mm)	sq.m.	31.76		0.00		0.00	0.00	0.00
IV.	CONCRETE WORKS AND INSTALLATION OF CERAMIC FLOOR TILES AT THE ROOF DECK								
	A. Application of Bituminous Waterproofing (3 coats)	sq.m.	897.00		0.00		0.00	0.00	0.00
	A. Concrete topping:								
	1. Cement	bags	246.00		0.00		0.00	0.00	0.00
	2. White Sand, fine (S-1)	cu.m.	36.00		0.00		0.00	0.00	0.00
	B. Installation of Ceramic Tiles (400mm x 400mm)	sq.m.	897.00		0.00		0.00	0.00	0.00
V.	GARGOYLE								
	A. 0.20m width x 0.20m height x 0.20m length (hole) with 0.05m thk (box wall)	lots	8.00		0.00		0.00	0.00	0.00
VI.	HARDWARE								
	A. Metal Works								
	1. Aluminum threshold (door midpoint flooring)	pcs	2.00		0.00		0.00	0.00	0.00
	2. Aluminum stair nosing (balcony and comfort rooms exit/entry edges)	pcs	4.00		0.00		0.00	0.00	0.00
	3. Masonry drill bit	pcs	2.00		0.00		0.00	0.00	0.00
	4. Flat screw G.I. #8 x 3/4"	pcs	22.00		0.00		0.00	0.00	0.00
	5. Tox	sets	2.00		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		
VII. TESTING AND COMMISSIONING									
A.	Flood testing (at the roof deck after application of cementitious water proofing)	lot	1.00		-		0.00	0.00	0.00
VIII. MISCELLANEOUS WORKS									
A.	Retouching/Repainting of affected wall surface, etc.	lot	1.00		0.00		0.00	0.00	0.00
B.	Consumables	lot	1.00		0.00		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 REHABILITATION OF FLOORING IN VARIOUS AREAS AT THE THIRD FLOOR INCLUDING THE ROOF DECK AT THE ACADEMIC RESIDENCES**

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 Architect/Civil Engineer (with valid license)	Min. 5 yrs
2. Safety Officer/Engineer	Min. 5 yrs w/ COSH Certificate
3. General Foreman	Min. 5 yrs

Notes: Personnel with multiple expertise and qualifications with at most 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. Grinder	Min. 2 units
2. Tile Cutter	Min. 2 units
B. Others	No. of Units
1. PPE (Personal Protective Equipment) (includes hard hat, safety vest, safety shoes, safety gloves)	Min. of 5pcs 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. 25-01-002**

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 Rehabilitation of Flooring in Various Areas at the Third Floor including the Roof Deck of the Academic Residences", Project Identification NP-TFB No. 25-01-002 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 (PhP2,792,979.74), calculated as follows:

ABC: PhP2,792,979.74	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 Architect/Civil Engineer	Safety Officer/Engineer	General Foreman				
Name								
Address								
Date of Birth								
Employed Since								
Experience								
(a) Total Experience (Years)	Required							
	Actual							
(b) Experience in Similar Project (Years)	Required							
	Actual							
Previous Employment								
Education								
PRC Registration & License/ Accreditation/ Certification (as required)								

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

Submitted by: _____

(Printed Name & Signature)

Designation: _____

Date: _____

BIO-DATA OF KEY PERSONNEL

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

- Authorized Managing Officer / Representative

- Sustained Technical Employee

1. Name: _____

2. Date of Birth: _____

3. Nationality: _____

4. Education and Degrees: _____

5. Specialty: _____

6. Registration: _____

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

8. Years of Experience: _____

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

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

10. Experience:

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

1. Name: _____

2. Name and Address of Owner: _____

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

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

5. Contract Amount Expressed in Philippine Currency: _____

6. Position: _____

7. Structures for which the employee was responsible: _____

8. Assignment Period: from _____ (months) _____ (years)
: to _____ (months) _____ (years)

Name and Signature of Employee/Key Personnel

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

(Place and Date)

(Bidder's Authorized Representative)

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. Grinder	Min. 2 units	
2. Tile Cutter	Min. 2 units	
B. Others	No. of Units	
1. PPE (Personal Protective Equipment) (includes hard hat, safety vest, safety shoes, safety gloves)	Min. of 5pcs 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 REHABILITATION OF FLOORING IN VARIOUS AREAS AT THE THIRD FLOOR INCLUDING THE ROOF DECK OF THE ACADEMIC RESIDENCES – 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. 25-01-002
“DO NOT OPEN BEFORE 16 January 2025, 2:30 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 REHABILITATION OF FLOORING IN VARIOUS AREAS AT THE THIRD FLOOR INCLUDING THE ROOF DECK OF THE ACADEMIC RESIDENCES – 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. 25-01-002
“DO NOT OPEN BEFORE 16 January 2025, 2:30 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 REHABILITATION OF FLOORING IN VARIOUS AREAS AT THE THIRD FLOOR INCLUDING THE ROOF DECK OF THE ACADEMIC RESIDENCES

[NAME AND ADDRESS OF THE BIDDERS]
BIDS AND AWARDS COMMITTEE SECRETARIAT
UP OPEN UNIVERSITY
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA
REFERENCE NO. NP-TFB No. 25-01-002
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Republic of the Philippines



Government Procurement Policy Board