PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of

Proposed Re-Tiling of Museum of History of Ideas, University of the Philippines Manila

(August 2021)

Government of the Republic of the Philippines

Sixth Edition
July 2020

Preface

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

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

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

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

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

a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.

b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

UNIVERSITY OF THE PHILIPPINES MANILA
The Health Sciences Center
BIDS AND AWARDS COMMITTEE 2 (BAC 2)

INVITATION TO BID

Proposed Re-Tiling of Museum of History of Ideas, University of the Philippines Manila

1. The University of the Philippines Manila, through the ***Reprog 21-03-002*** intends to apply the sum of ***Eight Hundred Seventy-Seven Thousand One Hundred Thirty-Seven Pesos and Forty-Eight Centavos (Php877,137.48)*** being the Approved Budget for the Contract to payments under the contract for the ***Proposed Re-Tiling of Museum of History of Ideas, University of the Philippines Manila***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *University of the Philippines Manila* now invites bids for the above Procurement Project. Completion of works is required within ***Thirty (30)*** calendar days reckoned from the date of acceptance of Notice to Proceed. Bidders should have completed, within the last five years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

4. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least seventy percent (70%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

5. Prospective Bidders may obtain further information from University of the Philippines Procurement Office, BAC2 Secretariat and inspect the Bidding Documents at the address given below during office days, 8:00 to 4:00p.m.

6. A complete set of Bidding Documents may be acquired by interested Bidders starting ***10 August 2021*** from the given address and website(s) below The Procuring Entity shall allow the bidder to present its proof of payment for the bidding documents fees amounting to ***One Thousand Pesos. (Php1, 000.00)*** in person, by facsimile or electronic means (email).

7. The UP- Manila Bids and Awards Committee in coordination with the Campus Planning Development and Maintenance Office (CPDMO) shall conduct site inspection of the project area on ***17 August 2021***, 10:00 a.m. and shall be followed by a Pre-Bid Conference at 1:30 p.m. through zoom which shall be open to prospective bidders.

   The BAC conduct meetings via zoom until such time that the implementation of community quarantines or similar government restrictions are lifted by the proper government authorities.

The prospective bidders are advised to register first @ https://up-edu.zoom.us/meeting/register/tZcqce-opjwqEtXcCZbbBZL_Z4DEZU-nzZbZ and wait for further advice for the zoom link which shall be provided to the prospective bidders who successfully registered.

The prospective bidders are admitted first at the zoom waiting room, and BAC will provide access once the pre-bid conference starts.

8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before ***31 August 2021*** *not later than 1:00p.m.* Late bids shall not be accepted.

9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

10. Bid opening shall be on ***31 August 2021*** at the given address below and/or via *zoom.* Bids will be opened in the presence of the bidders' representatives who choose to join the zoom meeting.

    The prospective bidders are advised to register first @ https://up-edu.zoom.us/meeting/register/tZEvcuiorz0tHdXiBMv4vBUQsCqPTlletqS5 and wait for further advice for the zoom link which shall be provided to the bidders who successfully registered.

    The prospective bidders are admitted first at the zoom waiting room, and BAC will provide access once the opening of bids starts.

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

12. For further information, please refer to:

    Ms. Melody Jane L. Rojo (Tel. No. 8814-1213)
    Mr. Jonald D. Karingal/Rose Ann delos Santos (Tel. No. 8814- 1224)
    BAC2 Secretariat, Procurement Office 4th Floor Student Dormitory
    University of the Philippines Manila
    (upm-bac2-secretariat@up.edu.ph)

13. You may visit the following websites:
    For downloading of Bidding Documents: *PhilGEPS and UP Manila website*

NOTED:

ARLENE A. SAMANIEGO, MD
Vice Chancellor for Administration

MARIA ELIZA RUIZ AGUILA, PhD
BAC 2 Chair

Posted at PhilGEPS, UP Manila website,
Dormitory Bldg on 10 August 2021

Section II. Instructions to Bidders

1. Scope of Bid

The University of the Philippines Manila invites Bids for the ***Proposed Re-Tiling of Museum of History of Ideas, University of the Philippines Manila***. under Purchase Request No. 13673

The Procurement Project (referred to herein as "Project") is for the ***Proposed Re-Tiling of Museum of History of Ideas***, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for ***Reprog 21-03-002*** in the amount of ***Eight Hundred Seventy-Seven Thousand One Hundred Thirty-Seven Pesos and Forty-Eight Centavos (Php877,137.48)***

2.2. The source of funding is ***Reprog 21-03-002***

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 Procuring Entity has prescribed that no subcontracting is allowed.

7.1. 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 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 IX. 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 IX. 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 until *one hundred twenty (120) calendar days.* 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 ***(3) three*** copies of the first and second components of its bid. ***(1) one*** original and ***(2)*** **two** additional copies (Copy 1 and Copy 2)

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

19.1. 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.

19.2. 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.

19.3. 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

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, which shall be: *[**Renovation with Retiling Works**]*.
7.1	*Not applicable*
10.3	*Not applicable*
10.4	The key personnel must meet the required minimum years of experience set below: Key Personnel: Project Manager General Experience: At least 3 years Relevant Experience: Engineer/Architect with similar project experience
10.5	The minimum major equipment requirements are the following: Equipment: Crimping Tools, Rubber Mallet, Diamond Cutter Capacity: Number of Units:
12	*[Insert Value Engineering clause if allowed.]*
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than ***Php17,542.74*** if bid security is incash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than ***Php43,856.88*** if the bid security is in Surety Bond.
16.	*Each Bidder shall submit **(3) three** copies of the first and second components of its bid.: **(1) one** original and **(2) two** additional copies (Copy 1 and Copy 2)*
19.2	Partial bids are not allowed.
20	*No permit application required (Not necessary)*
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as technical specification, user's manual, warranty certificate and other acceptable tools of project scheduling.

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

4.1. 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.

4.2. 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

Special Conditions of Contract

GCC Clause	
2	*[Not Applicable.]*
4.1	*Site access to the location of equipment will be granted as a whole.*
6	The site investigation reports are: *Certificate of Inspection.*
7.2	*N/A*
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid. b. No dayworks are applicable to the contract. (Not applicable)
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within *[insert number]* 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 [*insert amount*].
13	The amount of the advance payment is *15% of the total contract price which shall be made upon request of the contractor upon approval of the contract and acceptance of the Notice to Proceed.*
14	Materials and equipment delivered on the site but not completely put in place shall be NOT be included for payment.
15.1	The date by which operating, and maintenance manuals are required is *[date]*. The date by which "as built" drawings are required is *before the issuance of the certificate of completion of the project.*
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 *[One (1%) percent of total contract cost]*.

Section VI. Specifications

CPDMO10004870
2020

UNIVERSITY OF THE PHILIPPINES MANILA
Campus Planning, Development and Maintenance Office
Padre Faura St. Ermita, Manila 1000, Philippines
Tel: (632) 525 2233 • (632) 526 8420 • (632) 814 1258 • (632) 814 1257

CPDMO
U.P. MANILA

PROJECT TITLE : **PROPOSED RE-TILING OF MUSEUM OF HISTORY OF IDEAS**
University of the Philippines Manila

SUBJECT : **TECHNICAL SPECIFICATIONS & SCOPE OF WORK**

Division 1 - General

01000 General Requirements

1. The contractor shall furnish all materials, equipment, tools, apparatus, appliances, accessories, transportation, labor and supervision required for the complete construction of the subject project, as shown on the drawings and called for in these specifications, ready for use.
2. All contractors submitting the proposal for this project shall first examine the site. All proposals shall take into consideration all such conditions that may affect the work under this contract. The specifications and plans shall form part as one. Anything mentioned on plans and not mentioned on the scope of work and specifications and vice versa shall be properly consulted to the CPDMO Project Architect/Engineer for clarification. Any work or materials not in accordance with the drawings or specifications shall be replaced to comply with the drawings and specifications at the contractor's expense.
3. The contractor shall coordinate his work with all parties to ensure proper phasing or comply with the approved schedule of work. The contractor shall engage under him, a registered Engineer or Architect to supervise his work. He shall remain at all times in the construction site.
4. A logbook shall be available at the site. It shall contain the daily activities in the site, including but not limited to weather condition, delivery, manpower and other matters pertaining to the condition of the project. It will also serve as the data for contractor and the Project Inspector and shall be surrendered to the CPDMO at the end of the project.
5. Identification Cards of construction workers and engineer/representative shall be supplied by CPDMO with corresponding fees; it should be worn at all times while inside the building/campus premises. Those without IDs shall not be allowed to enter the premises for security purposes.
6. No alteration or additional work that will result in an additive or deductive cost change from the Contract shall be allowed without the approval of the chancellor.
7. The contractor shall submit at least three (3) options per item for approval. Complete specifications with product samples shall be submitted by the contractor to CPDMO and end-user for evaluation. Inspection of the Project Architect/Engineer in-charge shall be required prior to installation of any item/material on the construction.
8. Regular coordination meetings shall be conducted with CPDMO, contractor and End-user for proper project monitoring.
9. Existing conditions of the work site shall be documented by the contractor and photos shall be taken before commencement of work to ensure such status. Any damage on the areas due to the contractor's on-going work shall be restored at his expense.
10. The contractor shall provide a complete copy of "As built plans" of the project/unit concerned which shall include all the civil, architectural, plumbing, electrical and other related layouts in 20" x 30" original sheets. It should be properly drawn indicating all the specifications, layouts, tables and necessary data. An initial layout should be submitted in a A3 sheet for checking and approval of Project Architect/Engineer. Final "As built plans" shall be submitted in 20"x 30" tracing sheets, 3 blueprints with signature of project engineer, and an electronic Autocad drawing file. A copy of the technical documents and warranties of the items shall also be submitted in soft and hardcopies.

KTR 2-20

JB 11-27

11. The contractor shall promptly remove from the premises all rubbish, trash, debris, and all superfluous building materials weekly. After the completion of all works, restore all areas that were damaged as affected by the construction works and leave the site clean to the satisfaction of the Project Inspector or his representative and End-user.
12. All materials removed from the unit shall be properly documented prior to turn-over to the End-user for proper safe keeping. The turn-over document shall be attached to the contractor's final billing.

01300 Submittals

Shop Drawings, Product Data and Samples

- Submit to the CPDMO of shop drawings, product data and /or samples of all materials for review. Submit at least three (3) options per material for approval.
- The CPDMO's review shall be limited to quality and design intent. It shall be the contractor's responsibility to verify quantities and sizes, and make corrections observed and noted by CPDMO on any returned submissions.
- No work requiring submissions or samples shall commence until submission has been reviewed and signed by the End User and or CPDMO.
- Final Acceptance of colors and finishes will be made from samples applied on the job based on the signed and approved sample materials.
- All submittals shall be channeled from General contractor to CPDMO, Planning and Development Department, and back to the General contractor. This procedure applies to original submittals as well as required resubmittals. Each organization shall keep its required number of copies and/or make necessary copies. The contractor will make all corrections noted on check sets, if necessary, and return for review as required by CPDMO.
- No submittal shall be received by the CPDMO without a transmittal letter.
- Samples must have Manufacturer's Data Sheet/Specification and must come together with a transmittal sheet with a section for approval/disapproval and recommendation of CPDMO and/or END USER.

Division 2 – Site Construction

02230 Site Clearing

- Clear the area from all obstructions or as affected by the construction works, except those structures indicated on the drawings or designated by the Project Architect/Engineer to be left standing. It shall be properly protected from incidental damage due to construction works by the erection of suitable barriers upon approval of the Project Architect/Engineer.

02290 Site Monitoring

- Site monitoring shall be a must to the contractor for the effective implementation of the project. Any discrepancies on plans and actual site conditions shall be properly coordinated with the Project Architect/Engineer concerned for verification.
- Regular coordination meeting shall be done between the contractor or its representative and the Project Architect/Engineer concerned at CPDMO.

02500 Utility Services

- Provision of electric and water meter shall be included in the quotation to be charged to the contractor's overhead. All utility consumption shall be provided with meters to limit the usage of such during working period. Payments of bills shall be made thru the Cashiers Office after the renovation period presenting the statement of account issued by Accounting upon recommendation of the Chief of CPDMO.

DIVISION 9 – FINISHES

09600 Flooring

Scope of Work

- The work covered by this Item shall consists of furnishing all floor finishes, including all necessary surface preparations, floor leveling, materials, labor, tools equipment and in accordance with Plan and/or shop drawings and as herein specified.

Material Requirement

- 600mm x 600mm homogeneous porcelain non- polished/matte off-white tiles to match the existing tiles (previously installed brand: Ceramica Milano)
- Expansion joint
- Tile adhesive
- Tile grout
- Submit sample and layout of tiles for approval of CPDMO Project Architect/Engineer and End-users.

Construction Requirements

Installation

- The Contractor shall carefully examine all surfaces over which the tiles are to be set.
- Start in the center of the room or work area and work from the center towards the edges.
- Keep tile lines and joints square, symmetrical, tight and even and each floor in a true, level plane, except where indicated as sloped.
- Vary edge width as necessary to maintain full size tiles in the field but no edge tile shall be less than one half the field tile sizes, except where irregular shaped rooms make it impossible.
- Provide expansion joint.
- Provide tile positioning leveler system kit (tile spacer) for consistent tile gaps.
- Provide proper adhesive, tile grout and floor leveling.

Tile Laying Design

- The tile laying design shall be indicated on Plans and in the colors selected and approved by the CPDMO Architects/Engineers/Inspectors for each area.
- All joints shall be parallel to wall lines except otherwise indicated on plan.
- Where line patterns of tile run perpendicular to lines of other tiles, they shall be laid truly at right angles.
- Gaps between tiles must be consistent as indicated on plan or referred by the implementing unit.

Adhesive

- Adhesive shall be applied in accordance with the adhesive manufacturer's printed directions unless specified or directed otherwise.
- Smoking, the use of open flames, and other sources of ignitions are strictly prohibited in the area where solvent containing adhesives are being used or laid.

Cutting, Cleaning and Protection

- Cut ceramic floor tile to and fit around all permanent fixtures, pipes and outlets.
- Cut edges, fit and scribe to walls and partition after flooring has been applied.
- After the vinyl tiles and accessories are laid and set, it shall be cleaned with a cleaner as recommended by the manufacturer and a coat of approved seal polish.
- After the floor has been waxed, they shall be carefully protected against damage, either with heavy building paper or by keeping traffic off the floors until the area is ready for use.

NOTE

The foregoing list of items of works does not in anyway limit the responsibility of the Contractor to perform all other works necessary for the completion of the project.

GUARANTEE

The Contractor shall guarantee all works under this contract to be free from any technical, material, workmanship and/or factory defects and shall replace and repair to the satisfaction of the Project Architect / Engineer and/or to the Chief of CPDMO on any part or portion of the work which may fail within **a period of one (1) year after the final acceptance of the system**.

COMPLETION PERIOD

The Contractor is given **Thirty (30) calendar days** to execute the renovation works including the installation all system requirements. The Contractor shall coordinate to the CPDMO Inspector and End-users for the schedule of testing of systems and other related job.

Prepared by:

TRISTAN A. MENDOZA
Engineer I, Civil

ARTHUR M. PERALTA
Const. & Maint. Gen. Foreman

Certified Correct:

ENGR. RENATO B. REMORQUE
Engineer III, Electrical

AR. ROSALIE G. FLORES-BERNARDO
Chief, CPDMO

Recommending Approval:

RAFAEL C. BUNDOC, MD
Chair, UP Manila Museum of a History of Ideas

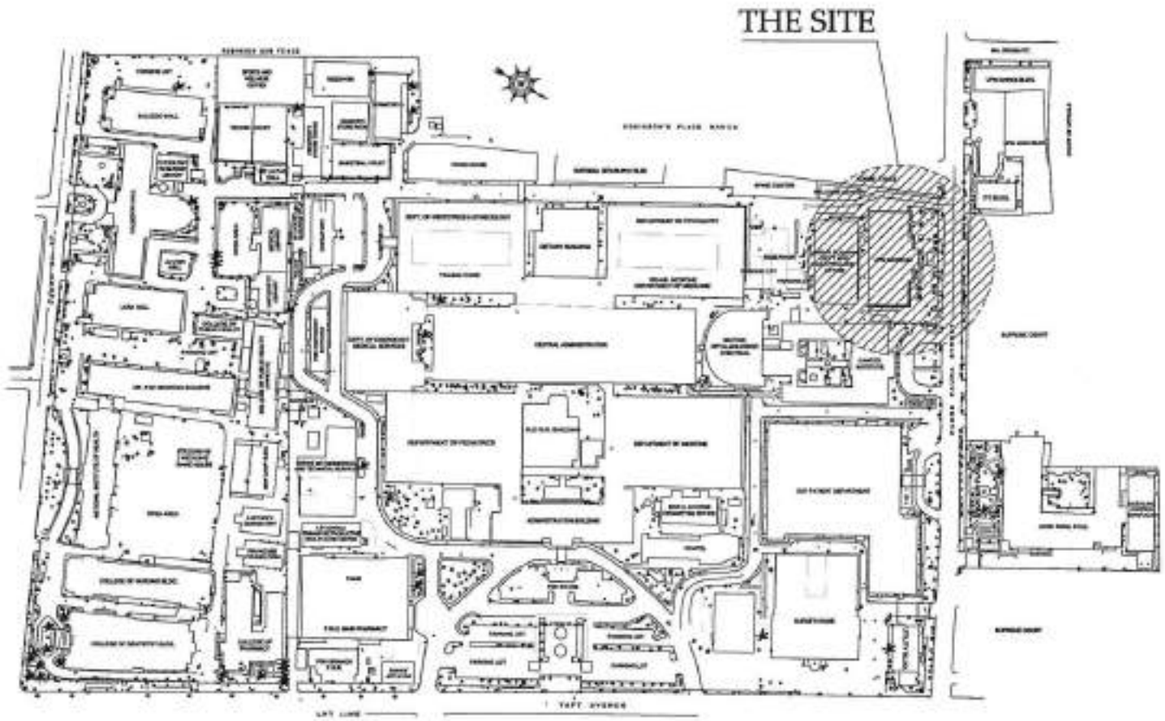
MICHAEL L. TEE, MD, MHPEd, MBA
Vice Chancellor for Planning and Development

Approved:

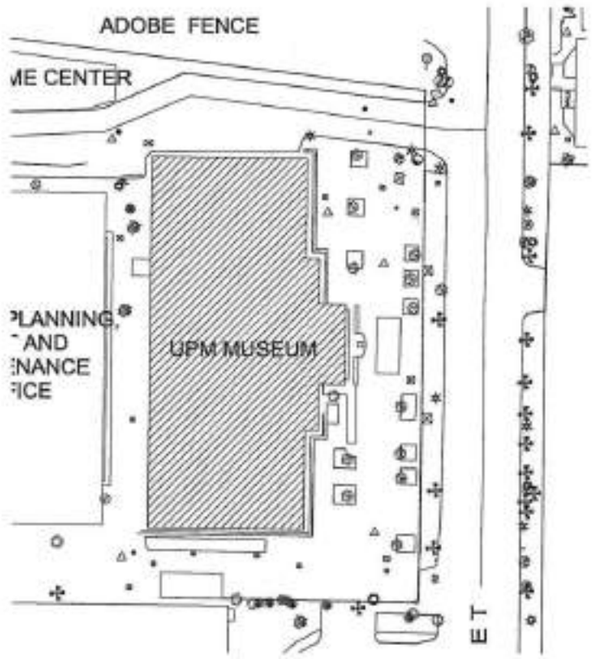
ARLENE A. SAMANIEGO, MD
Vice Chancellor for Administration
MAR 16 2021

LOVELLE C. SAQUID
Chief, Budget Office
E-REPROC-21-03-002
9923.451-60

Section VII. Drawings

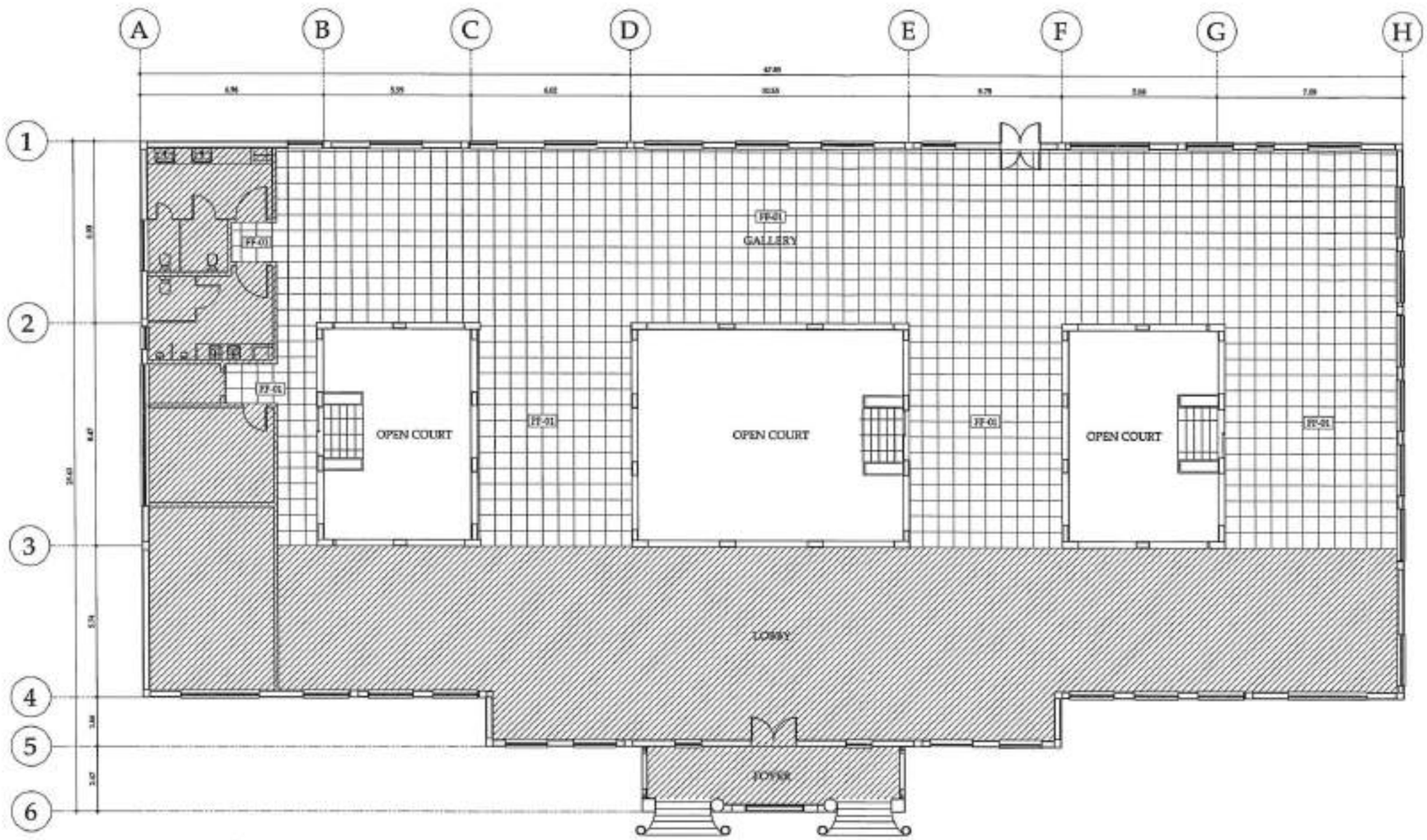


1 A-1 UNIVERSITY OF THE PHILIPPINES-MANILA
MASTER SITE DEVELOPMENT PLAN
SCALE: NTS



2 A-1 SITE DEVELOPMENT PLAN
SCALE: NTS

CPDMO CAMPUS PLANNING DEVELOPMENT & MAINTENANCE OFFICE U.P. MANILA P. Faura Street, Ermita, Manila Tel. No. 332-3333 Telefax No. 332-8430	CERTIFIED CORRECT: AILROSAGE G. FLORES-BERNARDO CHIEF, CPDMO PREPARED BY: AR. JEFFREY DE LA PAYOLA ARCHITECT	PROJECT TITLE: PROPOSED RE-TILING OF MUSEUM OF A HISTORY OF IDEAS UNIVERSITY OF THE PHILIPPINES	RECOMMENDING APPROVAL: MICHAEL L. TEE, MD, MH PEMBA VICE CHANCELLOR FOR PLANNING & DEVELOPMENT	APPROVED: ARLENE A. SAMANIEGO, MD VICE CHANCELLOR FOR ADMINISTRATION MAR 17 2021	SHEET CONTENT: AS SHOWN	SHEET NO.: A-1 1 OF 2



MUSEUM OF A HISTORY OF IDEAS
1 / A-2 FLOOR TILE LAYOUT REFERENCE PLAN
SCALE: 1:100MTS

LOCATION

LEGENDS	DESCRIPTION
FF-01	600MM X 600MM PORCELAIN FLOOR TILES POLISHED FINISH
	AREA NOT INCLUDED

SCOPE OF WORKS

1. DISMANTLING OF EXISTING FLOOR TILES
2. SUPPLY & INSTALLATION OF FLOOR FINISH

NOTE:

1. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE PRIOR TO THE START OF CONSTRUCTION. IF DISCREPANCIES ARE FOUND, THE ARCHITECT/ENGINEER/CM REPRESENTATIVE SHALL BE NOTIFIED FOR CLARIFICATION BEFORE COMMENCING THE WORK.
2. ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD BEFORE PROCEEDING WITH THE WORK. THE ARCHITECT/ENGINEER/CM REPRESENTATIVE SHALL BE NOTIFIED OF ANY CORRECTION.
3. CONTRACTOR TO ENSURE PROPER APPLICATION, TERMINATION AND JUNCTION OF FINISHES TO EXISTING BUILDING AS PER BUILDING PROPER STANDARDS.

CPDMO
CAMPUS PLANNING DEVELOPMENT & MAINTENANCE OFFICE
U.P. DILIMAN
P. Faura Street, Diliman, Manila
Tel. No. 981-8500
Telefax No. 981-8505

ALL THE DRAWINGS AS AN INSTRUMENT OF SERVICE IS THE PROPERTY OF DEPARTMENT OF PLANNING AND MAINTENANCE OFFICE AND MAY NOT BE REPRODUCED OR REPEAT IN WHOLE WITHOUT PERMISSION.

CERTIFIED CORRECT:	PROJECT TITLE:	RECOMMENDING APPROVAL:	APPROVED:	SHEET CONTENT:	SHEET NO.:
ALROSALIE G. FLORES-BERNARDO, CHIEF CPDMO PREPARED BY: ARJEPHET V. BATAYOLA, ARCHITECT	PROPOSED RE-TILING OF MUSEUM OF A HISTORY OF IDEAS UNIVERSITY OF THE PHILIPPINES	MICHAEL L. TEE, MD, MHPEM,MBA VICE CHANCELLOR FOR PLANNING & DEVELOPMENT	ARLENE A. SAMANIEGO, MD VICE CHANCELLOR FOR ADMINISTRATION MAR 17 2021	AS SHOWN	A-2 2 OF 2

Section VIII. Bill of Quantities

UNIVERSITY OF THE PHILIPPINES MANILA
Campus Planning, Development and Maintenance Office
Padre Faura St. Ermita, Manila 1000, Philippines
Tel: (632) 525 2233 • (632) 526 8420 • (632) 814 1258 • (632) 814 1257

CPDMO
U.P. MANILA

PROJECT : PROPOSED RE-TILING OF MUSEUM OF HISTORY OF IDEAS

LOCATION : University of the Philippines Manila

SUBJECT : BIDFORM

ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST
1.00	GENERAL REQUIREMENTS				
	Mobilization and Demobilization	1.00	lot		
	Scaffolding, warehouse, board ups, canvass/temporary covering and	1.00	lot		
	Health and Safety (PPE, Medkit, Medical check-up/testing as required for new normal etc.)	1.00	lot		
	TOTAL GENERAL REQUIREMENTS				
2.00	ARCHITECTURAL WORKS				
	Dismantling of Existing Tiles	647.26	sqm		
	Hauling of debris/excess materials	1.00	lot		
	Relocation of dismantled tiles	197.00	sqm		
	Floor leveling	197.00	sqm		
	Tile adhesive (25kg)	40.00	bag/s		
	Tile grout (5kg)	20.00	bag/s		
	Floor preparation, leveling and expansion joints	450.26	sqm		
	600mm x 600mm homogeneous porcelain non- polished/matte off-white tiles to match the existing tiles (previously installed brand: Ceramica Milano)	1,251.00	pc/s		
	Tile adhesive (25kg)	91.00	bag/s		
	Tile grout (5kg)	46.00	bag/s		
	TOTAL ARCHITECTURAL WORKS				

ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST
	SUMMARY				
1.00	GENERAL REQUIREMENTS				PhP
2.00	ARCHITECTURAL WORKS				
	VAT		@	12.00%	
	TOTAL PROJECT COST				PhP

Amount in Words :

By the act of submitting this bid, I/we hereby confirm that I/we:

a) have inspected the site
b) determined the characteristics of the contract works and the conditions for this project
c) examined all instructions, forms, terms and project requirements in the Bidding Documents
d) was/were given the opportunity to submit queries at least ten(10) calendar days before the submission of bids
e) have examined and agreed to the correctness of the Bill of Quantities

Submitted by:

Name and Signature: _____ Company Name: _____

Position: _____ Date: _____

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
Class "A" Documents	
Legal Documents	
☐	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); **And**
☐	(b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; **And**
☐	(c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; **And**
☐	(e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Technical Documents	
☐	(f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
☐	(g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
☐	(h) Philippine Contractors Accreditation Board (PCAB) License; **or** Special PCAB License in case of Joint Ventures; **and** registration for the type and cost of the contract to be bid; **and**
☐	(i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or** Original copy of Notarized Bid Securing Declaration; **and**
	(j) Project Requirements, which shall include the following:
☐ ☐ ☐ ☐	a. Construction Schedule and S•Curve. b. Manpower Schedule c. Construction methods d. Organizational chart for the contract to be bid;
☐	e. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
☐ ☐	f. 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; g. Equipment utilization schedule

☐ ☐ ☐	h. Construction safety and health program **i.** Certificate of Site Inspection or Affidavit of Site Inspection (Original and Notarized); whichever is applicable. **and** j. Notarized UP Questionnaire.
☐	(k) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. Note: Latest format of OSS should be used/submitted. Copy is attached.
Financial Documents	
☐	(l) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
☐	(m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
Class "B" Documents	
☐	(n) 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; **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
II. FINANCIAL COMPONENT ENVELOPE	
☐	(o) Original of duly signed and accomplished Financial Bid Form; **and**
☐	(p) Original of duly signed Bid Prices in the Bill of Quantities; **and**
☐	(q) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
☐	(r) Cash Flow by Quarter.

Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, <u>whether similar or not similar in nature and complexity to the contact to be bid</u>

Contract to be bid: _____

Business Name: _____

Business Address: _____

Name of Client	a. Owner's Name b. Address c. Telephone Nos.	a. Date Awarded b. Date Started c. Date of Completion d. Contract duration	Title of the Project in the Contract	Nature of Work	Contractor's Role (whether sole contractor, subcontractor, or partner in a JV)		% of Accomplishment		Total Contract Value at Award	Value of Outstanding Works/ Contract
							Planned	Actual		
Government:					Description	%				
Private:										
									₱	₱

Important notes:

This statement shall be supported with:

1. Notices of Award and/or Contract
2. Notices to Proceed issued by the owner
3. Certificate of Accomplishments signed by the Owner for Ongoing Contracts, if applicable

Submitted by : _____

(Print Name and Signature)

Designation : _____

Date : _____

Name of the Procuring Entity
Name of the Project
Location of the Project

Contract Reference Number

Statement identifying the bidder's single largest completed contract similar to the contract to be bid

Business Name :_____
Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
Government						
Private						

Note: This statement shall be supported with:

1 Contract
2 CPES rating sheets and/or Certificate of Completion
3 Certificate of Acceptance

Submitted by : _____
(Printed Name & Signature)
Designation :_____
Date : _____

One of the technical documents required to be in the Eligibility Envelope of a prospective bidder is a list of all contracts which are similar in nature and complexity to the contract to be bid. This statement will show that the value of the prospective bidder's largest single completed contract, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices available at the G-EPS website, and similar to the contract to be bid, must be at least fifty percent (50%) of the approved budget for the contract to be bid.

Bid Form

Date:_____IB[4]

N°: _____

To: *[name and address of PROCURING ENTITY]*

Address: *[insert address]*

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;

(b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

The discounts offered and the methodology for their application are: *[insert information]*;

(c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) 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;

(e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;

(f) 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;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

(h) 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

If ADB, JICA and WB funded projects, use IFB.

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

(j) **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]* ofthe *[Name of the Procuring Entity]*.**

(k) **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:_In the capacity of:_____Signed:_Duly authorized to sign the Bid for and on behalf of:_____Date:

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this___day of____, 20__at_____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

QUESTIONAIRE FOR PROSPECTIVE BIDDERS

(additional requirement for eligibility)

1. Have you ever participated in any bidding in the University of the Philippines System?

YES	NO

If YES, fill up the table below, Use additional pages if necessary.

Constituent University / UP Campus	Name of Project	Amount of Project	Duration Start / End (Dates)	Status (On-going / completed)

2. Has your company ever been suspended or Blacklisted by the University of the Philippines System?

YES	NO

If YES, fill up the table below, Use additional pages if necessary

Constituent University/UP Campus	Name of project	Reason for suspension / Blacklisting	Status (on-going / lifted)

3. Has your company ever been suspended or Blacklisted by any government agency / Company

YES	NO
	✓

If YES, FILL UP THE Table below, Use additional pages if necessary

Name of government Agency / Company	Name of Project	Reason for suspension / Blacklisting	Status (on-going / lifted)

4. Has there been any project of your company In the University of the Philippines that was terminated By Administration

YES	NO

If YES, FILL UP THE TABLE BELOW, Use additional pages if necessary

Constituents University / UP Campus	Name of Project	Reason for termination	Date of termination

5. Do you certify that all documents submitted by Your company and personnel are authentic?

YES	NO
✓	

YES	NO

6. Is there any pending cases in a Court or any similar institutions in relation to any Government contract awarded to your company? In relation to practice or profession of any of your personnel?

If YES, fill up the table below. Use additional pages if necessary

For Company

Case Filed	Where Filed	Date Filed	Status (On-going / resolved)	Remarks

For Personnel

Name of Personnel & Designation	Case Filed	Where Filed	Date Filed	Status (On-going / resolved)	Remarks

I hereby certify that all statements and information provided herein are complete, true and correct.

Name & Signature of Bidder's
Authorized Representative

Official Designation
Company
Date

Suggested Marking (ITB 21)

"Mother Envelop"

BIDDER:
Address

Title of Project

THE BIDS AND AWARDS COMMITTEE 2
University of the Philippines Manila
Taft Avenue, Manila

DO NOT OPEN BEFORE _____

Suggested Marking (ITB 21)

ORIGINAL BID

BIDDER:

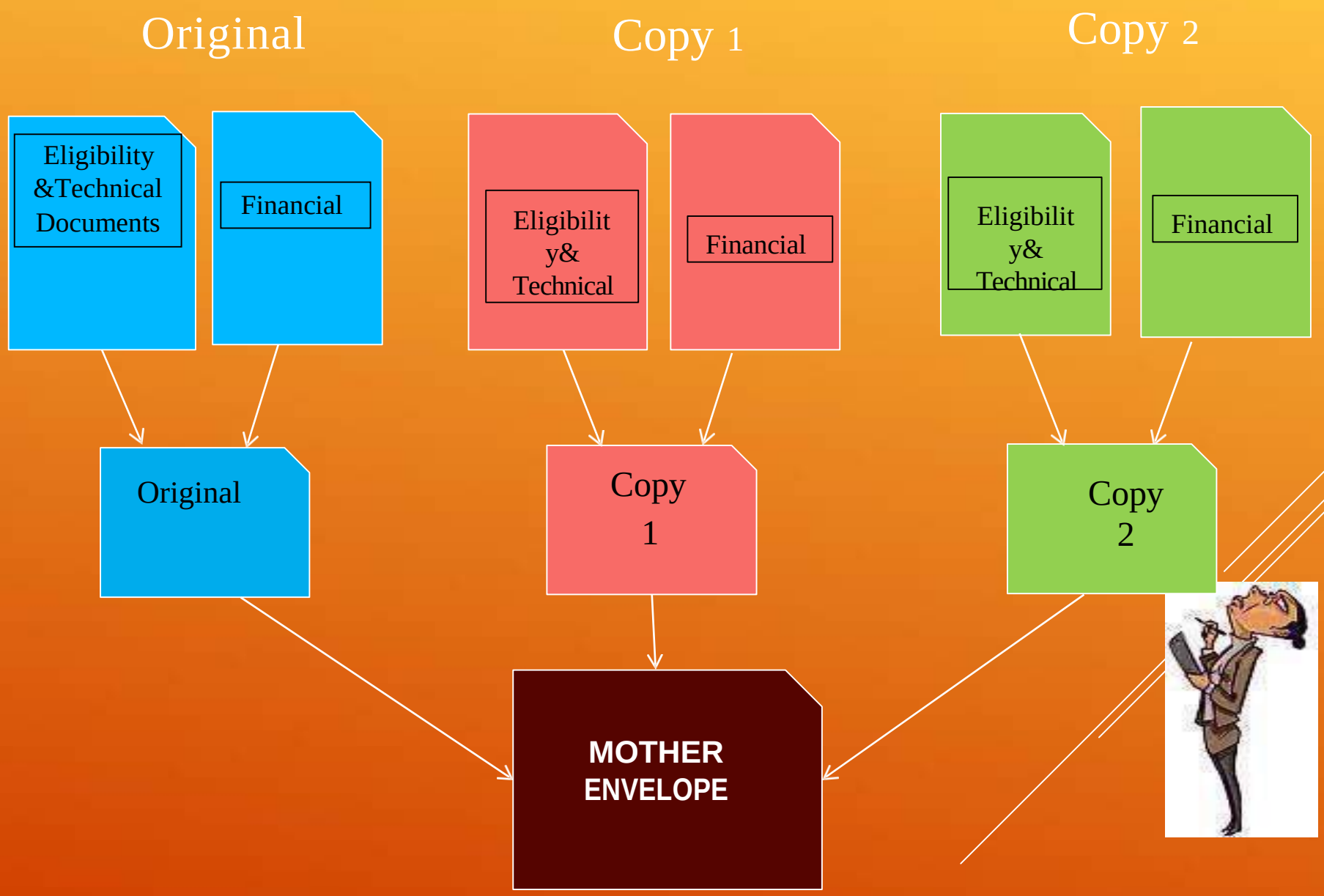
Address

Title of Project

THE BIDS AND AWARDS COMMITTEE 2
University of the Philippines Manila
Taft Avenue, Manila

DO NOT OPEN BEFORE _____

PACKAGING


Original
Copy 1
Copy 2
Eligibility &Technical Documents
Financial
Eligibilit y& Technical
Financial
Eligibilit y& Technical
Financial
Original
Copy 1
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MOTHER ENVELOPE

Republic of the Philippines

gppb

Government Procurement Policy Board