



**UNIVERSITY OF THE PHILIPPINES
BAGUIO**

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
INFRASTRUCTURE PROJECT**

Government of the Republic of the Philippines

**Construction of Retaining Wall and Ramp
at the College of Arts and Communication,
and Repair and Renovation of Former
Kape de Arko Site**

UPB-INFRA-2023-02

**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 ad measurements (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 projects 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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



UNIVERSITY OF THE PHILIPPINES BAGUIO

Governor Pack Road, Baguio City

Invitation to Bid for Construction of Retaining Wall and Ramp at the College of Arts and Communication, and Repair and Renovation of Former Kape de Arko Site

UPB-INFRA-2023-02

1. The **University of the Philippines Baguio (UPB)**, through the **Special Appropriations**, intend to apply the sum of **Two Million Two Hundred Three Thousand Sixteen Pesos and Ninety-Eight Centavos Only (PhP 2,203,016.98)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Construction of Retaining Wall and Ramp at the College of Arts and Communication, and Repair and Renovation of Former Kape de Arko Site**, with **Project Identification Number UPB-INFRA-2023-02**. Bids received in excess of the ABC per lot shall be automatically rejected at bid opening.

Lot No.	Project Name	Approved Budget for the Contract (ABC)
1	Construction of retaining wall at the College of Arts and Communication	PhP 920,700.00
2	Construction of ramp at the College of Arts and Communication	PhP 650,000.00
3	Repair and renovation of former Kape de Arko site	PhP 632,316.98

2. The **University of the Philippines Baguio (UPB)** now invites for the above procurement project. Completion of works is required in **various calendar days as indicated in the table below per lot**. 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).

Lot No.	Project Name	Completion of Work
1	Construction of retaining wall at the College of Arts and Communication	Ninety-four (94) calendar days
2	Construction of ramp at the College of Arts and Communication	Sixty-two (62) calendar days
3	Repair and renovation of former Kape de Arko site	Sixty-eight (68) calendar days

3. 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.
4. Interested bidders may obtain further information from **University of the Philippines Baguio, Bids and Awards Committee Secretariat Office** and inspect the Bidding Documents at the address given below **from Monday to Friday at 8:30 a.m. to 4:30 p.m.** excluding holidays.
5. A complete set of Bidding Documents may be acquired by interested bidders starting **01 November 2023 (Wednesday)** from the given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **One Thousand Pesos (PhP 1,000.00) per lot.**

The Procuring Entity shall allow the bidder to present its proof of payment for the fees **in person, by facsimile, or through electronic means.**

Personal payment thru the University of the Philippines Baguio Cash Office or thru:

Bank: Development Bank of the Philippines (DBP)

Branch: Baguio City

Account Name: UP Baguio Trust Fund

Account Number: 0-00363-510-1

(Please make at least 2 copies of the deposit slip)

Issuance of the Official Receipt will be made at the UP Baguio Cash Office, Mondays to Fridays, 8:00 a.m. to 4:00 p.m. except holidays.

Proof of payment must be presented upon acquiring a complete set of Bidding Documents at the Bids and Awards Committee Office.

6. The **University of the Philippines Baguio** will hold a **Pre-Bid Conference¹** on **09 November 2023 (Wednesday) 08:30 a.m.** at the **University of the Philippines Baguio, Governor Pack Road, Baguio City** and/or via **Zoom**, which shall be open to prospective bidders.

For those participating via Zoom conferencing, the link below is provided for advance registration. Only those who registered will be provided an invitation/ link for the scheduled Pre-Bid Conference.

<https://up-edu.zoom.us/meeting/register/tJwpfuyqqzluH9ZzHnTDZA9yhyy4Q-IBNLmS>

Information about the meeting will be provided on the confirmation email after registration.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before 22 November 2023 (Wednesday) at 8:00 a.m.** Late bids shall not be accepted.

*BAC Office
1st floor, Iskolar ng Bayan Building
UP Baguio
Governor Pack Road, Baguio City
email: bac.upbaguio@up.edu.ph*

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. **Bid opening** shall be on **22 November 2023 (Wednesday) at 8:30 a.m.** at the **Chancellor's Board Room, 2nd floor, Iskolar ng Bayan Building, University of the Philippines Baguio, Governor Pack Road, Baguio City** and/or via **Zoom**, which shall be open to prospective bidders.

For those participating via Zoom conferencing, the link below is provided for advance registration. Only those who registered will be provided an invitation/ link for the scheduled Opening of Bids.

https://up-edu.zoom.us/meeting/register/tJ0qfuyqpzkgG9KOLfnIo_2NtY3XgWax-tGg

Information about the meeting will be provided on the confirmation email after registration.

Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The **University of the Philippines Baguio** 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.
11. Bidders shall read the Bidding documents carefully and comply with the requirements indicated. Failure to comply may lead to disqualification of the bid
12. Bidders are encouraged to properly use tabs and identify the documents submitted for ease of reference in the opening of bids.
13. For further information, please refer to:

Ruel C. Lestino
*BAC Secretariat Head
UP Baguio
Governor Pack Road, Baguio City
Telefax. No. (074) 442 3484, (074) 446 9973
email: bac.upbaguio@up.edu.ph*

14. For downloading of Bidding Documents, visit:

<https://bac.upb.edu.ph/bid-opportunities/>

Date of Issue: **01 November 2023**

SGD

Prof. JOEL M. ADDAWE, PhD

BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, **University of the Philippines Baguio (UP Baguio)** invites Bids for the **Construction of Retaining Wall and Ramp at the College of Arts and Communication, and Repair and Renovation of Former Kape de Arko site, with Project Identification Number UPB-INFRA-2023-02.**

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 for **FY 2023** in the amount of **Two Million Two Hundred Three Thousand Sixteen Pesos and Ninety-Eight Centavos Only (PhP 2,203,016.98)**

2.2. The sources of funding are **Special Appropriations Act (RF/TOSF-CAC (FCM2023-0415), TF/UGTFI-CAC and RF/TOSF-CU (FCM2023-0415)).**

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**.

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 at **University of the Philippines Baguio, Governor Pack Road, Baguio City** 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 special PCAB License in case of Joint Ventures, 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 for a period of 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 **TWO (2) COPIES** 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

- 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 15 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

Notes on the Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

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: building improvement/ construction.															
7.1	Subcontracting is not allowed.															
8	Site inspection shall be required. The schedule will be anytime during office hours, between 09-21 November 2023 (except Saturdays and Sundays).															
10.3	The minimum required PCAB Licenses for this project are as follows: 1. Size Range: Small B 2. License Category: Category C and D 3. License Classification: General Building															
10.4	<table><tr><td colspan="3">The key personnel must meet the required minimum years of experience set below:</td></tr><tr><td><u>Key Personnel</u></td><td><u>General Experience</u></td><td><u>Relevant Experience</u></td></tr><tr><td>1. Foreman</td><td></td><td>3 years in General Building</td></tr><tr><td>2. Site Engineer</td><td></td><td>3 years in General Building</td></tr><tr><td>3. Construction Safety Officer (SO2)</td><td></td><td>1 year in General Building</td></tr></table>	The key personnel must meet the required minimum years of experience set below:			<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	1. Foreman		3 years in General Building	2. Site Engineer		3 years in General Building	3. Construction Safety Officer (SO2)		1 year in General Building
The key personnel must meet the required minimum years of experience set below:																
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>														
1. Foreman		3 years in General Building														
2. Site Engineer		3 years in General Building														
3. Construction Safety Officer (SO2)		1 year in General Building														
10.5	<table><tr><td colspan="3">The minimum major equipment requirements are the following:</td></tr><tr><td><u>Equipment</u></td><td><u>Capacity</u></td><td><u>Number of Units</u></td></tr><tr><td>Metal Scaffolding</td><td></td><td>1 lot</td></tr><tr><td>Various Hand and power tools</td><td></td><td>1 lot</td></tr></table>	The minimum major equipment requirements are the following:			<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Metal Scaffolding		1 lot	Various Hand and power tools		1 lot			
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<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>														
Metal Scaffolding		1 lot														
Various Hand and power tools		1 lot														
12	Not applicable.															
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> <p>For LOT 1:</p> <p>a. The amount of not less than Eighteen Thousand Four Hundred Fourteen Pesos Only (PhP 18,414.00) <i>equivalent to two percent (2%) of ABC</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than Forty-Six Thousand Thirty-Five Pesos Only (PhP 46,035.00), <i>equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>															

	<p>For LOT 2:</p> <ul style="list-style-type: none"> a. The amount of not less than Thirteen Thousand Pesos Only (PhP 13,000.00) <i>equivalent to two percent (2%) of ABC</i>, 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 Thirty-Two Thousand Five Hundred Pesos Only (PhP 32,500.00), <i>equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond. <p>For LOT 3:</p> <ul style="list-style-type: none"> a. The amount of not less than Twelve Thousand Six Hundred Forty-Six Pesos and Thirty-Four Centavos Only (PhP 12,646.34) <i>equivalent to two percent (2%) of ABC</i>, 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 Thirty-One Thousand Six Hundred Fifteen Pesos and Eighty-Five Centavos Only (PhP 31,615.85), <i>equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond. <p>For LOT 1 to 3:</p> <ul style="list-style-type: none"> a. The amount of not less than Forty-Four Thousand Sixty Pesos and Thirty-Eight Centavos Only (PhP 44,060.38) <i>equivalent to two percent (2%) of ABC</i>, 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 One Hundred Ten Thousand One Hundred Fifty Pesos and Ninety-Five Centavos Only (PhP 110,150.95), <i>equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.
16	Each bidder shall submit ONE (1) ORIGINAL and ONE (1) COPY of the FIRST and SECOND COMPONENTS of its bid to be marked as ORIGINAL and COPY No. 1 . Each bidder shall submit one set of documents per lot.
19.2	The infrastructure project has three lots, which shall be awarded as one contract per lot, and per lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20	<p>List of additional post-qualification documents relevant to the Project that may be required by University of the Philippines Baguio:</p> <ol style="list-style-type: none"> 1. BIR 2303 2. Latest income and business tax returns (BIR Form 1701Q or 1702Q) filed and paid through the BIR Electronic Filing and Payment System (eFPS) <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p>

	<p>3. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (forms 2551M), whichever is applicable, filed and paid through the BIR Electronic Filing and Payment System (eFPS)</p> <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p> <p>4. General Information Sheet and complete Articles of Incorporation (for bidders under SEC)</p> <p>5. Mayor's permit</p> <p>6. BIR Tax clearance</p> <p>7. DTI/SEC registration</p> <p>8. Latest Audited Financial Statements</p> <p>9. PCAB License</p> <p>10. Certification of Site Inspection issued by UP Baguio-Construction Management Unit (UPB-CMU)</p> <p>11. Notarized Affidavit of Site Inspection</p> <p>12. Compliance to all existing laws and regulations</p> <p>Bidders must submit the post-qualification requirements within a non-extendible period of five (5) calendar days from the receipt of the notice of LCB/SCB from the BAC.</p>
21	<p>List of additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.</p> <p>1. Construction schedule and S-curve</p> <p>2. Manpower schedule</p> <p>3. Construction Method</p> <p>4. Equipment Utilization Schedule</p> <p>5. Construction safety and health program approved by the DOLE</p> <p>6. PERT/CPM or other acceptable tools of project scheduling for infrastructure projects</p>
Additional	<p>1. The bidder, or its Authorized Representative/s, shall affix their initials on each and every page of the bid in the financial envelopes, including documents that require the bidder's, or its authorized representative /s' signature.</p> <p>2. The OSS and Bid Securing Declaration must be supported with notarized copies of:</p> <ul style="list-style-type: none"> ● For Sole Proprietorship, Special Power of Attorney, if signing authority is delegated; or ● For Corporations, partnership or cooperatives, Secretary's Certificate on designation of appointed representative for signing the Bid Securing Declaration, following the form prescribed in this document. <p>3. Omnibus Sworn Statement, Bid Security Declaration, Special Power of</p>

	<p>Attorney, Secretary Certificate must be duly signed by the authorized representative and/or authorized signatory/ies and must be notarized by a notary public. Signature of the notary public and dry notarial seal must also be affixed to these documents to be considered valid. The Notarial Commission, Professional Tax Receipt (PTR) and Integrated Bar of the Philippines (IBP) numbers of notary public must be valid and updated at the time of opening, as appearing in the notary seal stamped on the afore-stated documents.</p> <p>4. Bidders are required to fill-out and sign all forms properly and completely. No revisions and/or removal of any content stated in the Bid Securing Declaration, Secretary's Certificate and Omnibus Sworn Statement shall be allowed during the scheduled time of opening and onwards.</p> <p>5. Bidders are required to fill-out the price schedule and breakdown forms completely. If the bidders leave anything blank, their bid will be considered non-responsive. A "0" or "--" entry on the bidder's offer column corresponding to an item would mean that such item is being offered for free. "No offer", "No bid" or "None" must be indicated if there is no offer for a particular item.</p> <p>6. In the Bill of Quantities, pursuant to DPWH Department Order No. 197 s. 2016, bidders shall compute for a maximum of 15% and 10% under column no. 6 and 7 respectively.</p>
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Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
2	<p>The Intended Completion Dates are:</p> <ol style="list-style-type: none"> Lot 1 - Ninety-four (94) calendar days Lot 2 - Sixty-two (62) calendar days Lot 3 - Sixty-eight (68) calendar days <p>which will commence within seven (7) calendar days from receipt of the Notice to Proceed.</p> <p>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</p>
3.1	<p>The Procuring Entity shall give possession of all parts of the Site to the Contractor three (3) days after a pre-construction meeting between authorized representatives of the Procuring Entity and the Contractor.</p>
4	<p><u>Conditions regarding Full-Time Key Personnel:</u></p> <ol style="list-style-type: none"> All full-time key personnel proposed during the Bid Submission shall be the default full-time key personnel upon commencement of the contract, this means that its proposed full-time key personnel are already committed to the awarded project and are no longer available for the other procurement projects. Full-time key personnel means that he/she shall be on-site the project during workdays and work time. During contract implementation, any proposed replacement of key personnel shall be subjected to UP Baguio's approval. The relevant qualifications, experience and abilities of the new key personnel must be equivalent or better than those of the personnel stated in the List
6	<p>The site investigation reports are:</p> <ol style="list-style-type: none"> Affidavit of Site Inspection Certification of Site Inspection issued by UP Baguio-Construction Management Unit (UPB-CMU)
7.2	<p>Five (5) years.</p>
8	<p>Compliance/observance to the following:</p> <p><u>UP BAGUIO RULES AND REGULATIONS</u></p> <ol style="list-style-type: none"> All workers shall wear IDs issued by the contractor.

	<ol style="list-style-type: none"> 2. Observe appropriate dress code at the construction site. All workers shall wear uniform t-shirt supplied by the contractor to easily identify them; no wearing of shorts, sando, and slippers during construction activities. 3. Smoking is strictly prohibited in all areas in the University of the Philippines Baguio. Penalties in accordance with RA9211 will be implemented accordingly. 4. Drinking of liquor is also strictly prohibited in the campus. Intoxicated workers will not be permitted entry to the campus/site. 5. The University will not condone the use of prohibited drugs. The University will take the appropriate steps to prosecute offenders. 6. NO loitering around the campus especially during office and class hours. 7. This is a University, a place of learning. Minimize work-related noise and avoid all unnecessary noise. Observe silence in university premises and buildings at all times. 8. The University curfew shall be observed. For overtime work beyond 5:00p.m., prior request and approval shall be secured. 9. Maintain cleanliness in and around the project site. 10. Avoid unnecessary interaction with the faculty, staff and students of the university. 11. Refrain from subjecting students and personnel to whistling, heckling, stares and other inappropriate behavior. The provisions of the Anti-Sexual Harassment Act shall be strictly applied and followed, workers actually on site should attend the Anti-Sexual Harassment Orientation. 12. Adhere to the guidelines of the Green Campus Policy of the University.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within seven [7] 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 5% of the billed amount.
13	As per Section 4, Annex E of the revised IRR of RA 9184 dated 01 September 2022, the following are the provisions on the advance payment.

	<p>4.1 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 Instructions to Bidders and other relevant Tender Documents.</p> <p>4.2 The advance payment shall be made only upon the submission to and acceptance by the procuring entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the procuring entity.</p> <p>4.3 The advance payment shall be repaid by the contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment.</p> <p>4.4 The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.</p>
14	<p>Materials and equipment delivered on the site but not completely put in place shall NOT be included for payment.</p> <p>Application of GPPB Resolution No. 07-2018 Regarding the Progress Payments for Infrastructure shall be followed.</p> <p>Progress payment shall be based on actual completion of the infrastructure project or a specific segment or portion thereof using the following schedule:</p> <p>Re: Attachments to the Request for Progress Payment</p> <p>In claiming for progress payments, the requests must be submitted with the following:</p> <ol style="list-style-type: none"> 1. Billing Letter from Contractor 2. Statement of work accomplished/ Progress Billing 3. Results of Test Analysis, if applicable 4. Statement of Time Elapsed 5. Certificate of Percentage of Completion 6. Contractor's Affidavit on payment of laborers and materials and all indebtedness connected with the projects as current billing 7. Photos in two (2) copies of the before and after work, printed in full color which will serve as the physical evidence in support of the contractor's claim to reduce the occurrence of gross exaggerations of claim and inaccurate percentages of accomplishment submitted by the Contractor 8. Statement of work accomplishments in two (2) copies 9. Original Notarized Contractor's Affidavit

	<p>Additional Requirement for Final Payment</p> <ol style="list-style-type: none"> 1. As-Built Plans 2. Warranty Security in the form of cash, bank guarantee, irrevocable standby credit from a commercial bank, GSIS or surety bond callable on demand 3. Certificate of Completion 4. Certificate of Acceptance by the Agency <p>Requirements for Retention Money</p> <ol style="list-style-type: none"> 1. Billing from the Contractor 2. Warranty Security in the form of cash, bank guarantee, irrevocable standby credit from a commercial bank, GSIS or surety bond callable on demand 3. Certification from the end-user that the project is completed inspected and accepted
15.1	The “as built” drawings/ plans are required prior to issuance of Certificate of Acceptance.
15.2	Not Applicable

Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted

subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

SPECIFICATIONS AND SCOPE OF WORKS

I. CONSTRUCTION OF RETAINING WALL AT THE COLLEGE OF ARTS AND COMMUNICATION

A. GENERAL REQUIREMENTS

1. Demolition of concrete slab
2. Excavation of soil
3. Backfilling of soil

B. CONCRETE WORKS (Retaining Wall)

1. Construction of new retaining wall and slab at exterior of GE Classroom 1
2. Construction of new slab on grade at exterior of GE Classroom 1
3. Construction and painting of new steel grills (2 coats)

C. WATERPROOFING WORKS

1. Plastering of exterior wall of GE Classroom 1
2. Application of waterproofing of exterior wall of GE Classroom 1 (3 coats)

II. CONSTRUCTION OF RAMP AT THE COLLEGE OF ARTS AND COMMUNICATION

A. GENERAL REQUIREMENTS

1. Excavation of soil of footings
2. Backfilling of soil to footings

B. STEEL WORKS (Ramp)

1. Layouting of steel ramp
2. Construction of steel ramp
3. Construction of concrete footings
4. Construction of concrete columns
5. Painting works of steel ramp and masonry railing

III. REPAIR AND RENOVATION OF FORMER KAPE DE ARKO SITE

A. GENERAL REQUIREMENTS

1. Cleaning and brushing of tiles, toilet bowls, lavatories, walls, ceiling, glass, mirror, slop sink, all surfaces for repainting at interior and exterior
2. Scraping of old and peeling off paint
3. Removal of tile grout and sealant and trimming of tile edges (5mm spacing) at level 3 (~210 sq.m.)
4. Removal of tiles at edges at level 3
5. Removal and reinstallation of ceiling wood slats at interior
6. Removal of dilapidated ceiling joists and boards at exterior front
7. Cleaning and removal of old sealant of inside gutters on both sides and drain pipes
8. Removal of floor drains and declogging of floor drain pipes
9. Removal of back wall at kitchen
10. Removal of kitchen counter, tiles, sink and pipes and plugging of water source
11. Removal of defective lighting fixtures

12. Removal of weeds at pedestal for concreting

B. ELECTRICAL WORKS

1. Installation of new lighting fixtures

C. WOOD AND STEEL WORKS

1. Installation of additional ceiling wood joists, seal off all wall openings at interior and installation of new steel ceiling joists and boards at exterior

D. CONCRETE AND MASONRY WORKS

1. Concreting of pedestal, installation and plastering of CHB at level 3

E. TILE AND WATERPROOFING WORKS

1. Installation of new tiles at edges and tile grouting at level 3 with liquid asphalt and sealant and application of liquid asphalt at underside of concrete slab inside ceiling

F. PLUMBING WORKS

1. Installation of new floor drains and application of marine epoxy to inside gutter joints and laps on both sides and all joints of drain pipes
2. Installation of new kitchen counter

G. TINSMITHRY WORKS

1. Installation of prepainted flat sheet on joists at the elevator shaft

H. PAINTING WORKS

1. Sand surfaces prior to waterproofing or painting
2. Concrete, masonry and ficem board wall painting at interior and railings at exterior (3 coats)
3. Wood painting (2 coats)
4. Metal painting (steel doors and jambs, columns, roofing and ceiling joists at front exterior - 3 coats)

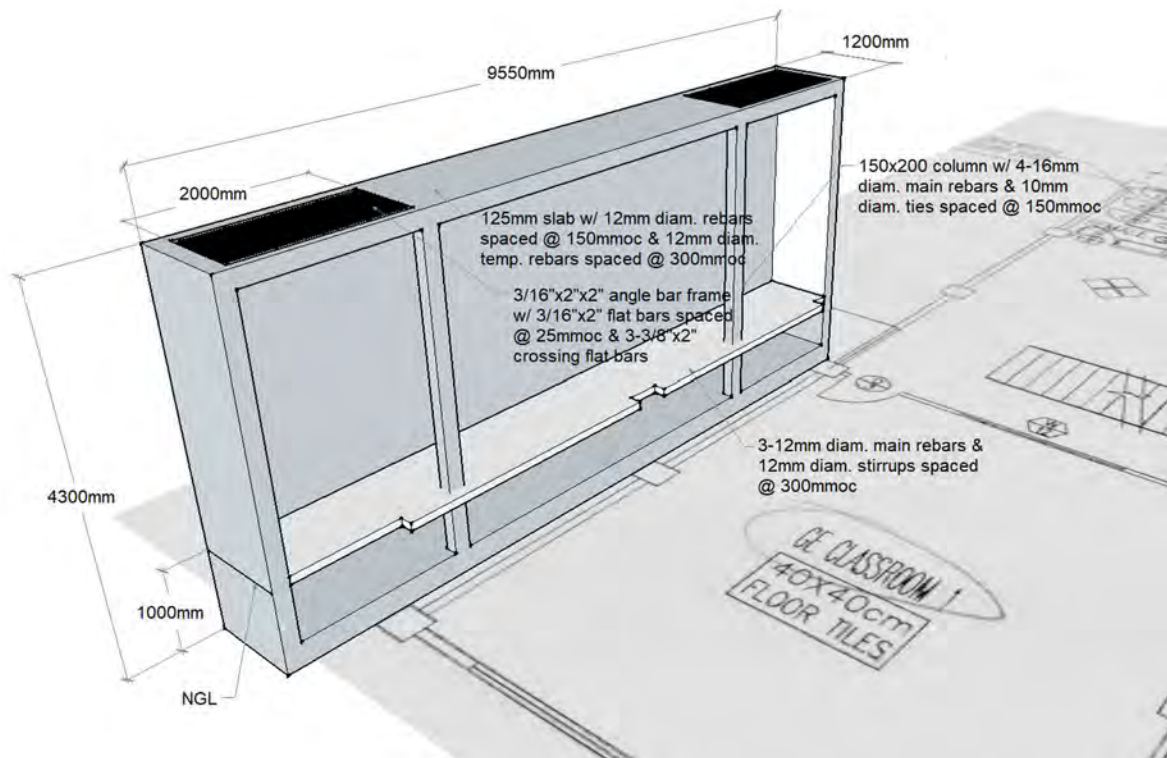
Section VII. Drawings

LOT 1: CONSTRUCTION OF RETAINING WALL AT THE COLLEGE OF ARTS AND COMMUNICATION

DRAWING #1: Site of demolition of slab and excavation of soil for retaining wall

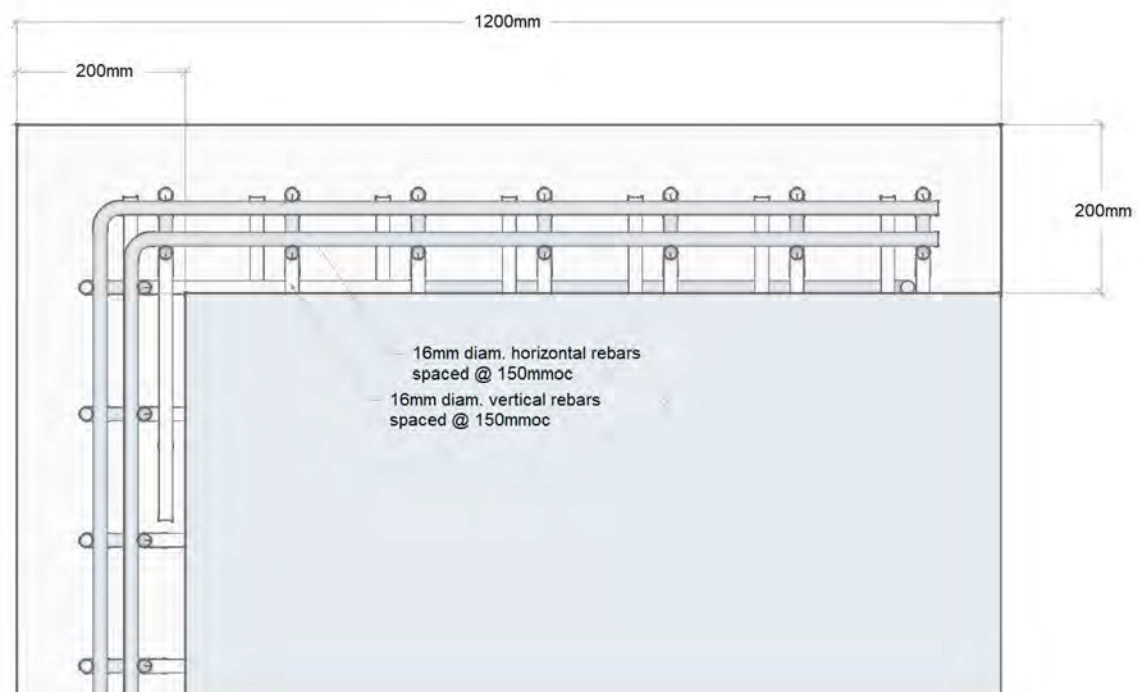


DRAWING #2: Retaining wall perspective



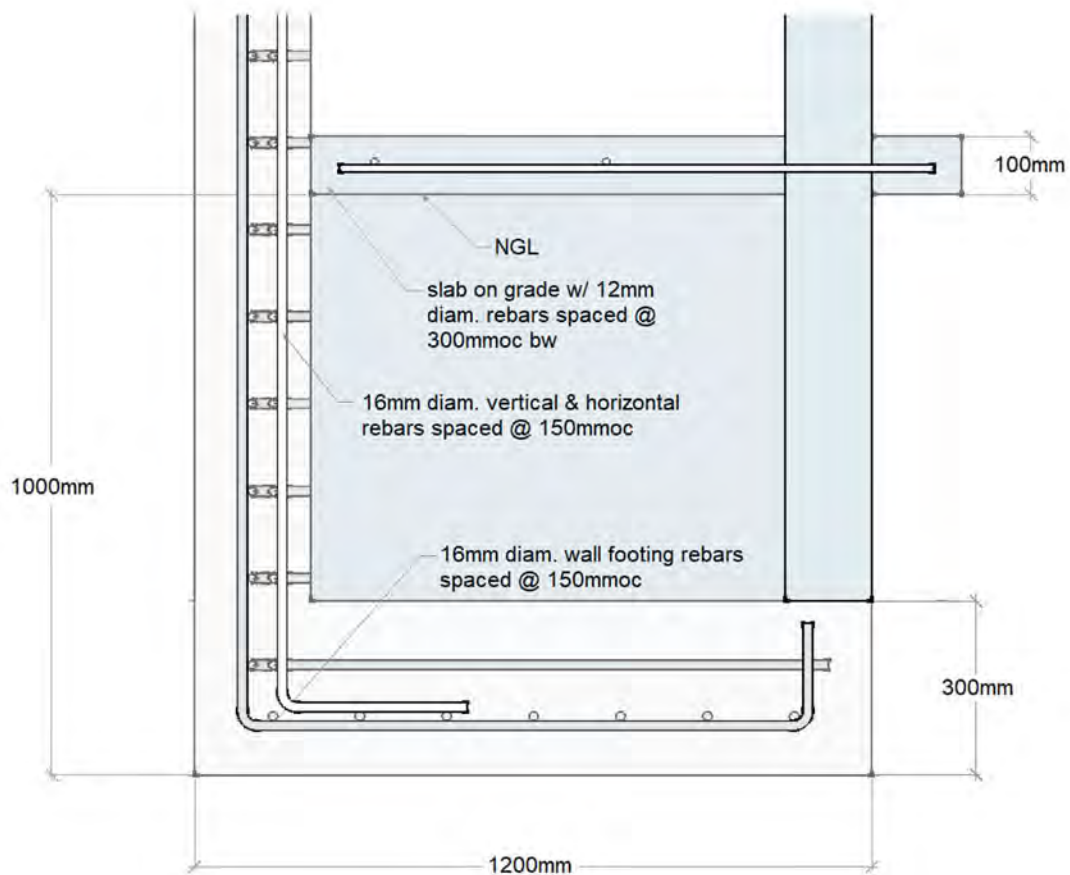
Perspective

DRAWING #3: Retaining Wall Plan



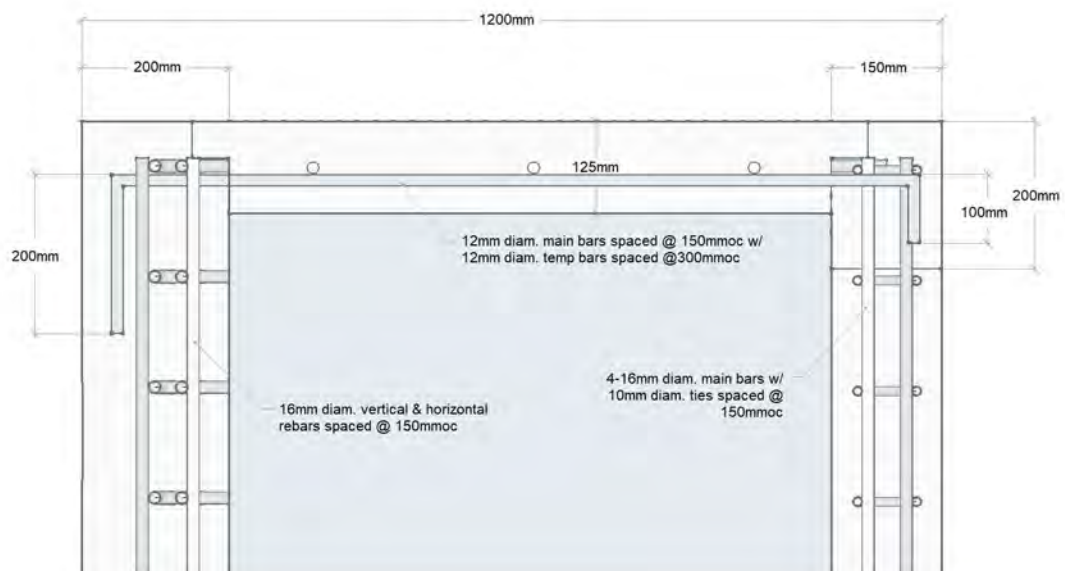
Plan

DRAWING #4: Retaining Wall Section at Footing



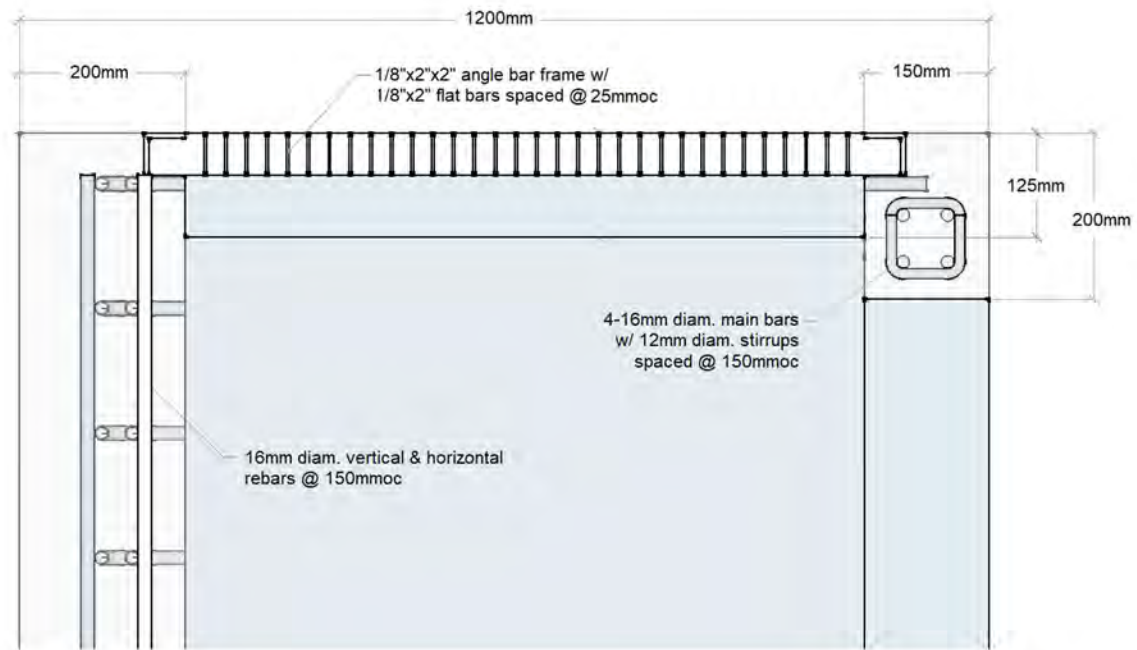
Section at Footing

DRAWING #5: Retaining Wall Section at Column



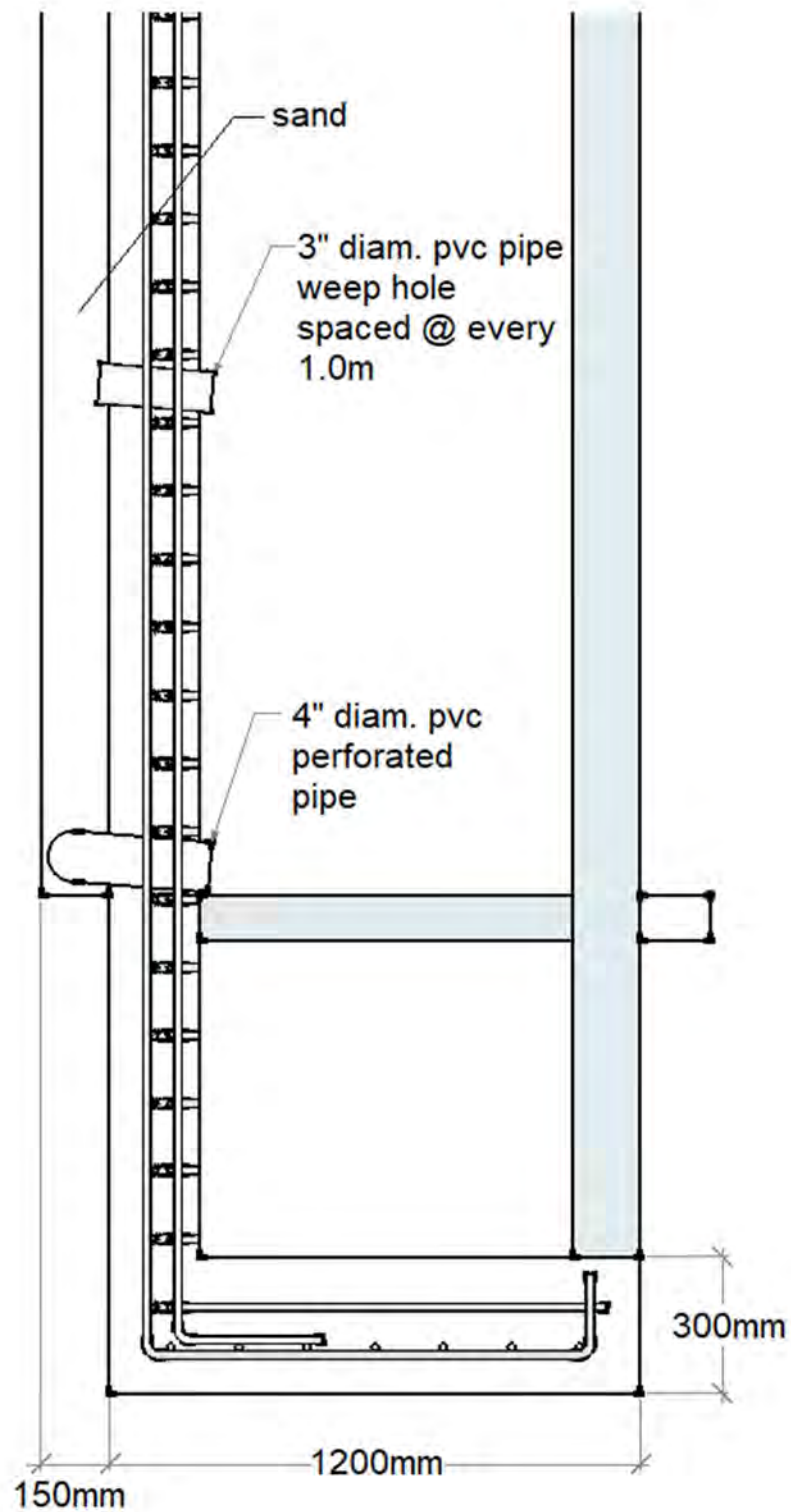
Section at Column

DRAWING #6: Retaining Wall Section at Grills



Section at Grills

DRAWING #7: Retaining Wall Section Showing Weep Holes



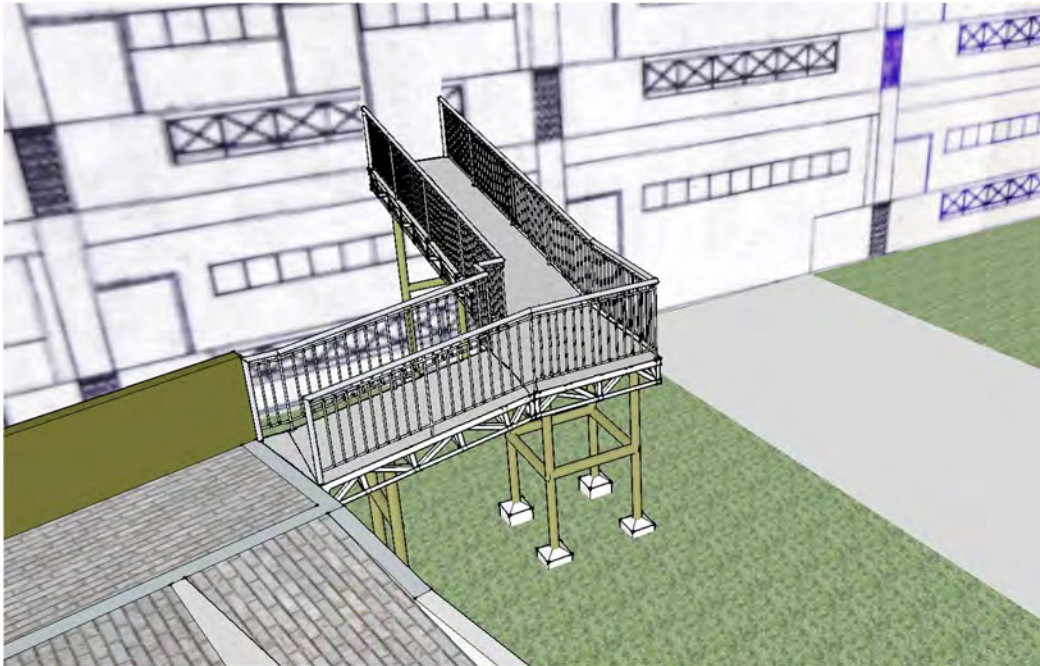
Section Showing Weep holes

**LOT 2: CONSTRUCTION OF RAMP AT THE COLLEGE OF ARTS AND
COMMUNICATION**

**DRAWING #1: Site of demolition of masonry railing, excavation of soil for steel ramp
and repair of railing opening**

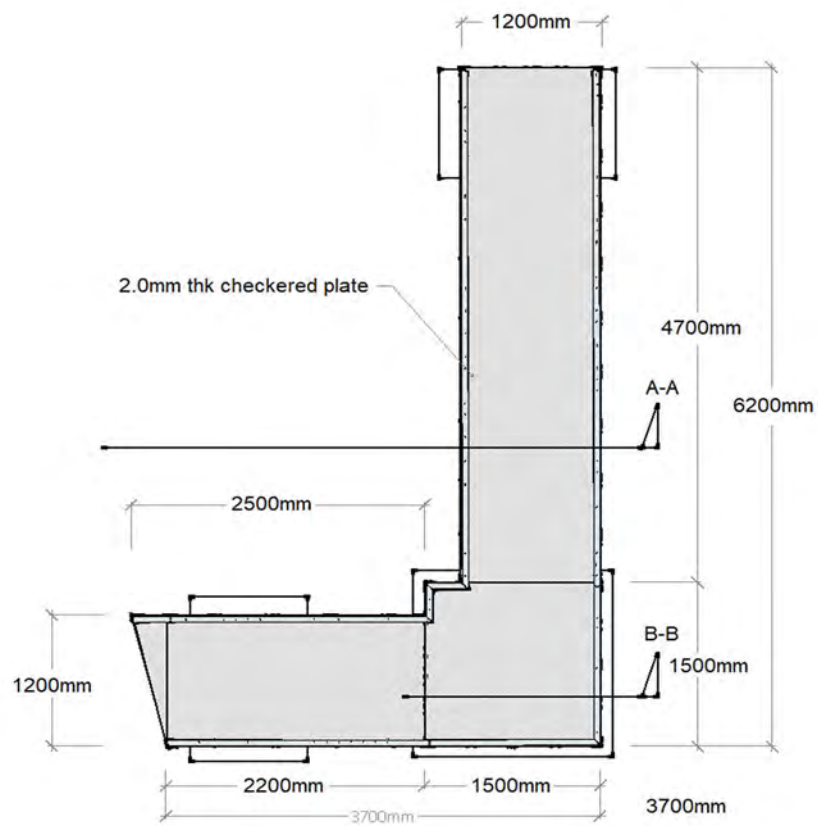


DRAWING #2: Ramp Perspective



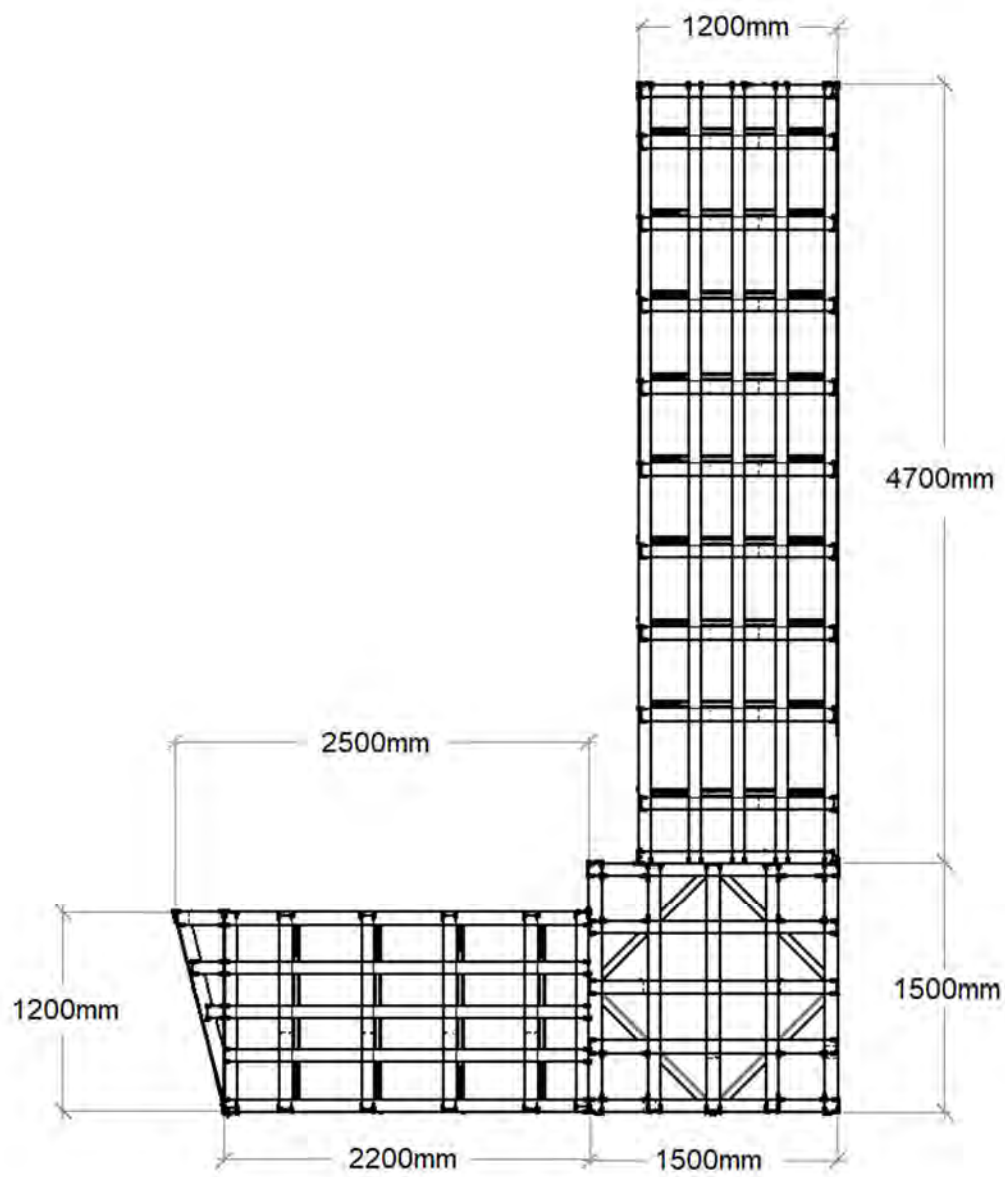
Perspective

DRAWING #3: Ramp Plan



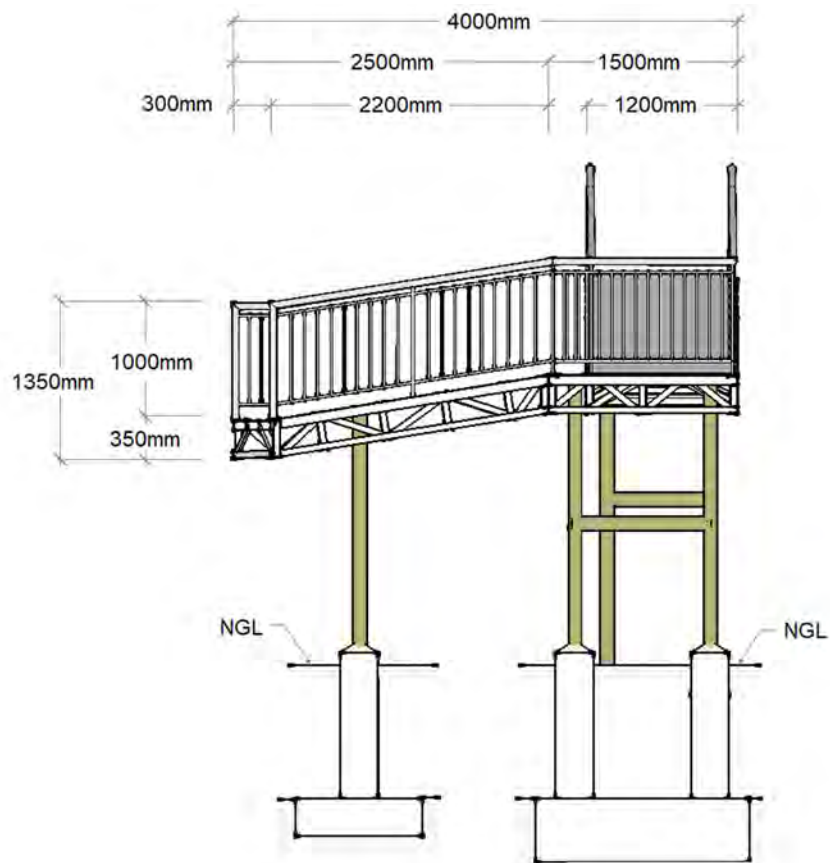
Plan

DRAWING #4: Ramp Framing Plan



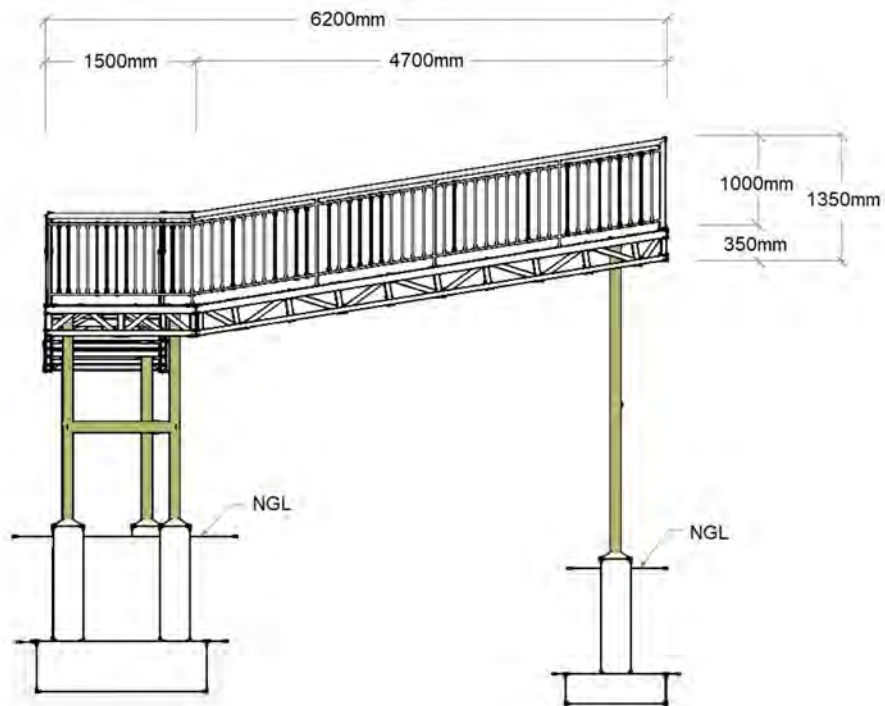
Framing Plan

DRAWING #5: Ramp Front Elevation



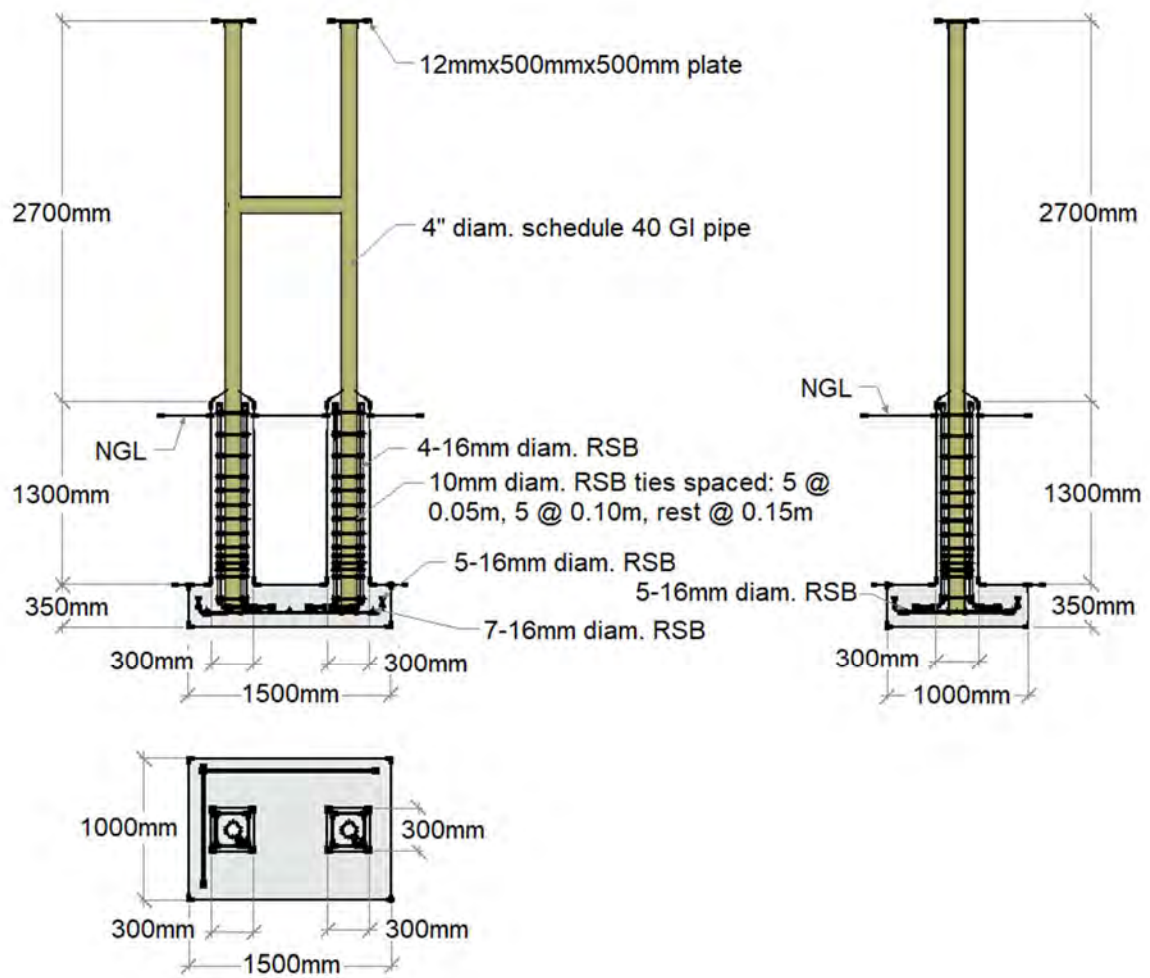
Front Elevation

DRAWING #6: Ramp Right Side Elevation



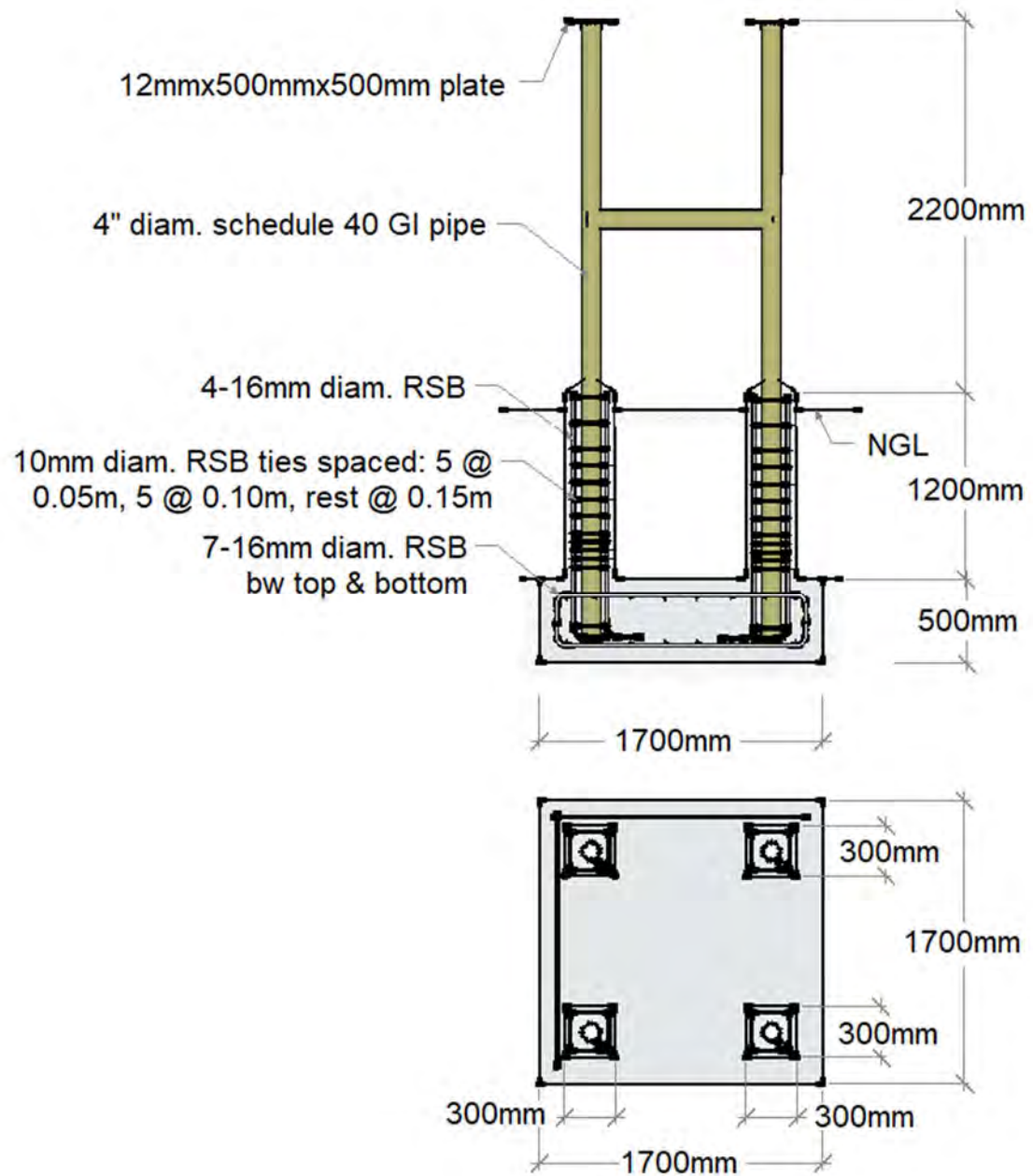
Right Side Elevation

DRAWING #7: Ramp Combined Footing Details



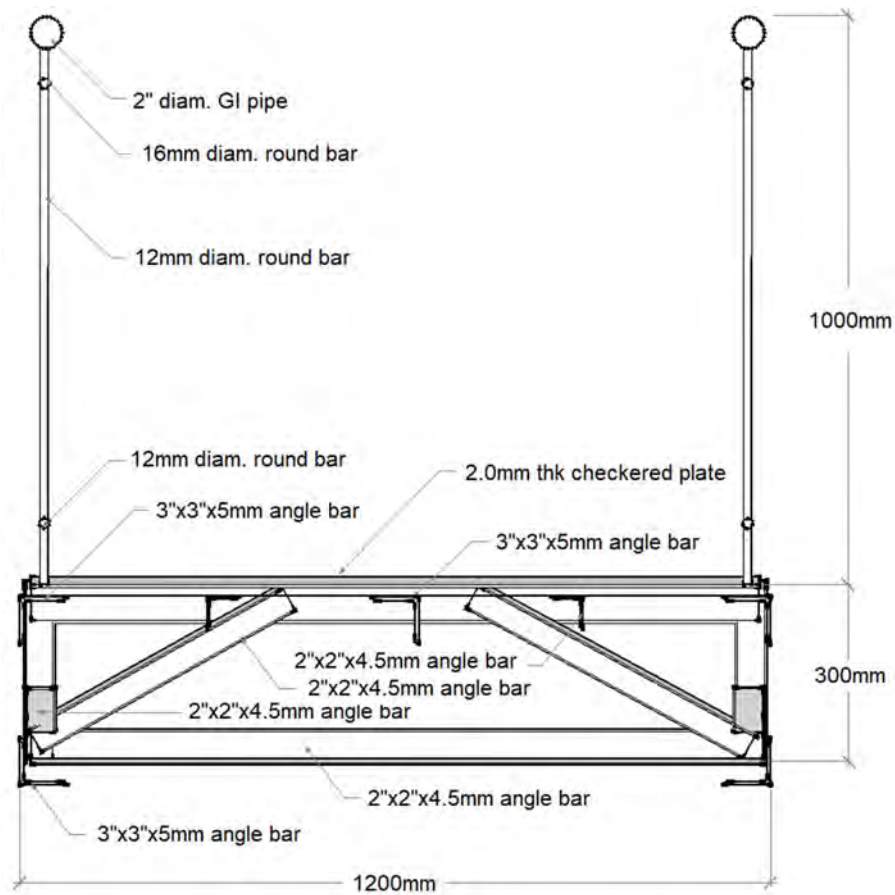
Combined Footing Details

DRAWING #8: Ramp Mat Footing Details



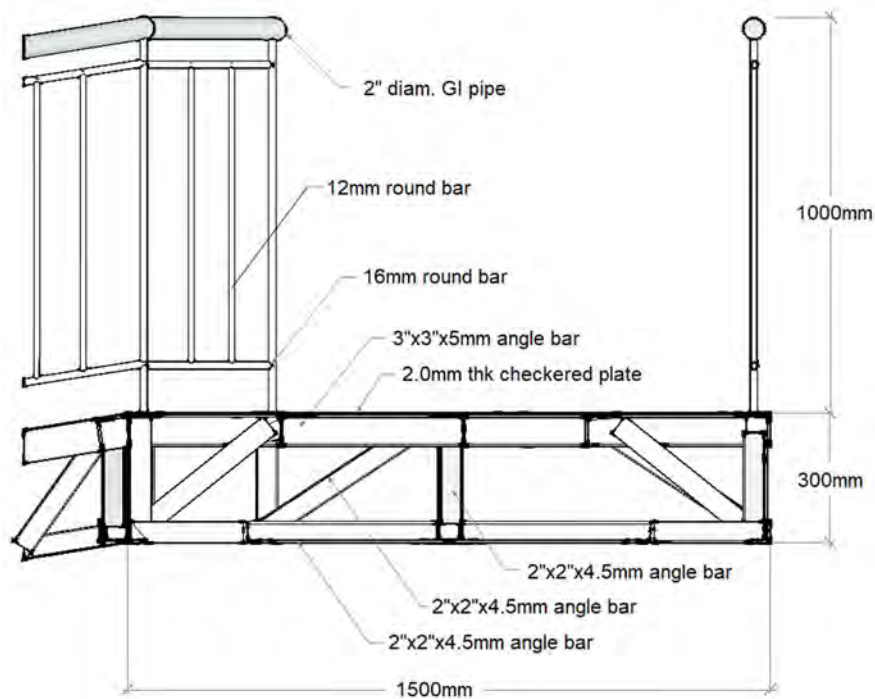
Mat Footing Details

DRAWING #9: Ramp Section A-A



Section A-A

DRAWING #10: Ramp Section B-B



Section B-B

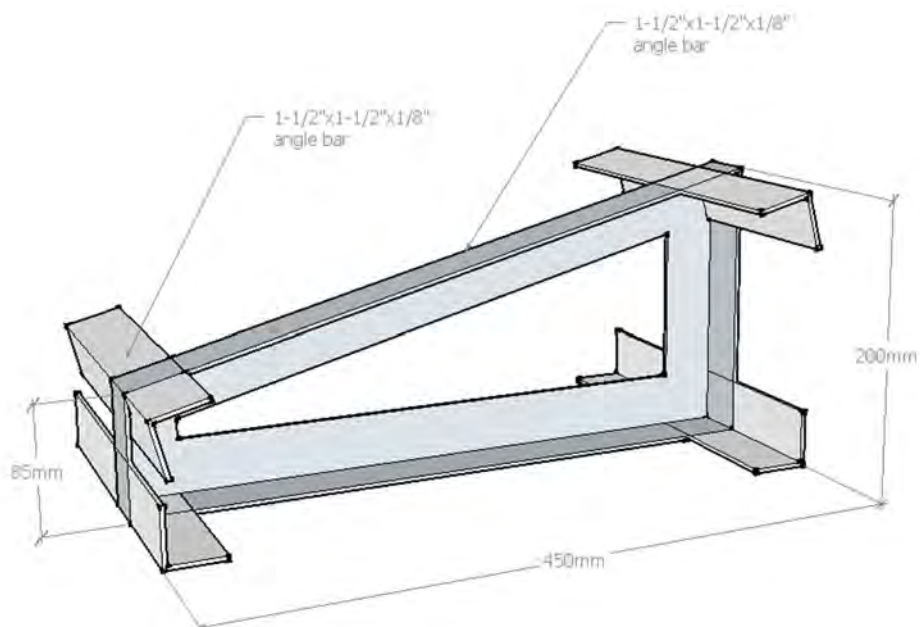
LOT 3: REPAIR AND RENOVATION OF FORMER KAPE DE ARKO SITE

DRAWING #1: Kitchen Counter

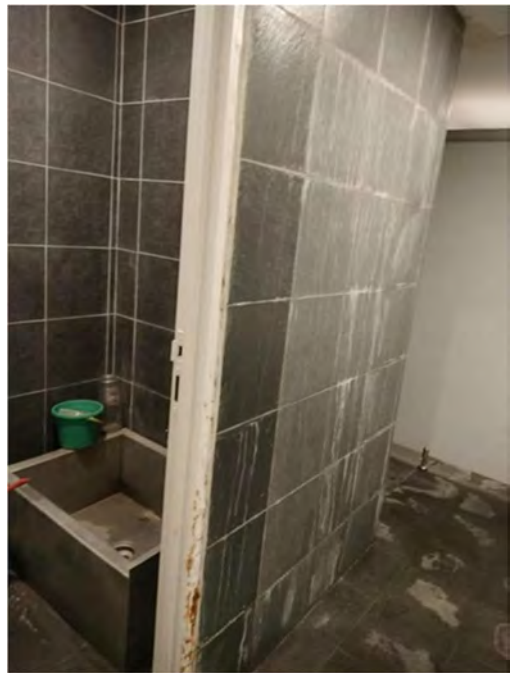
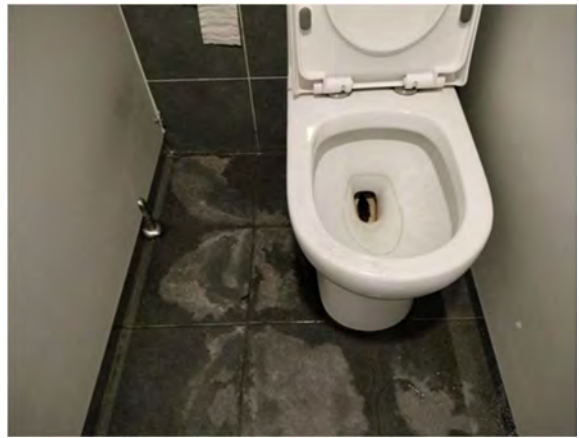


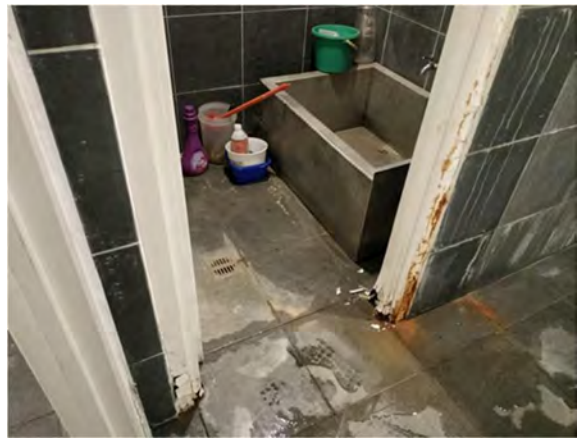
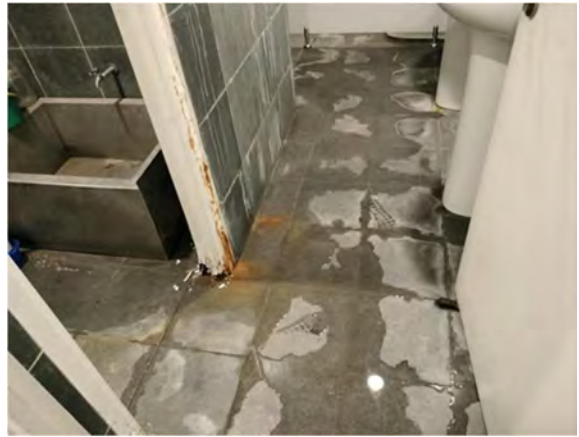
Kitchen Counter

DRAWING #10: Canopy Framing at Exterior Front



1. Cleaning and brushing of floor and wall tiles, toilet bowls, lavatories, urinal, walls, ceiling, glass, mirror, stainless steel slop sink, surfaces for repainting



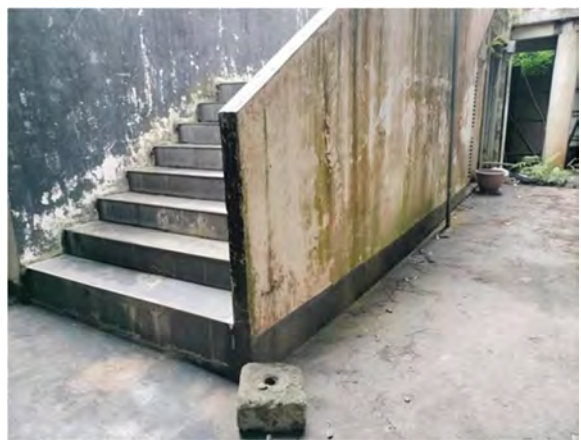
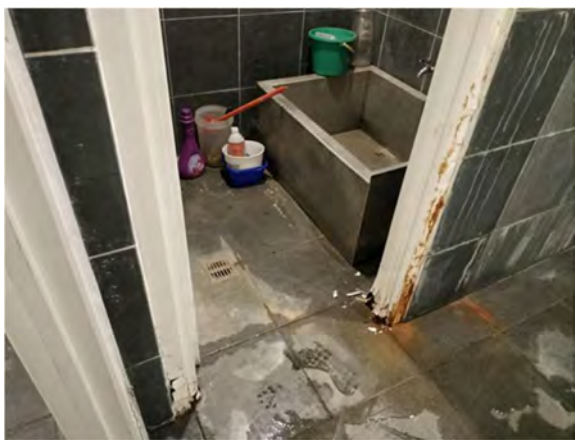
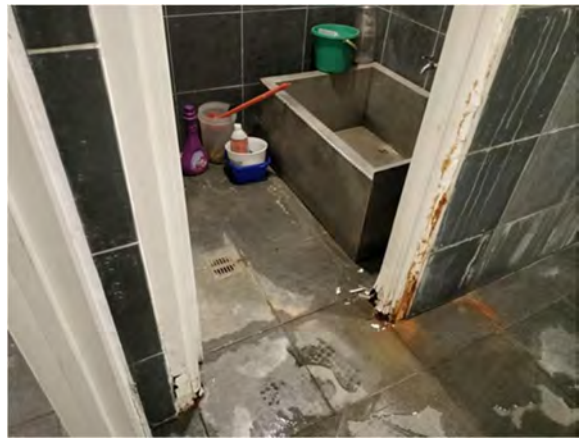
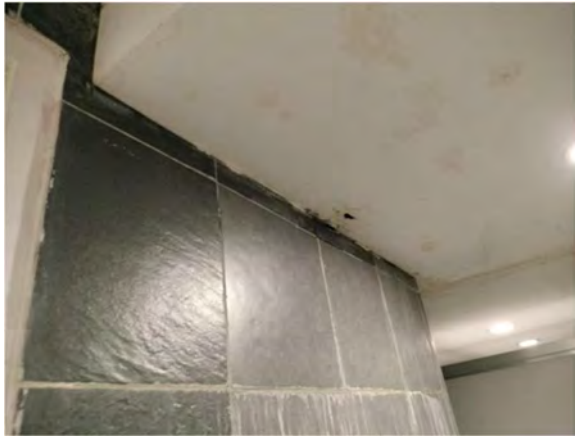




2. Scraping of old and peeling off paint and painting of concrete, masonry, wood and metal







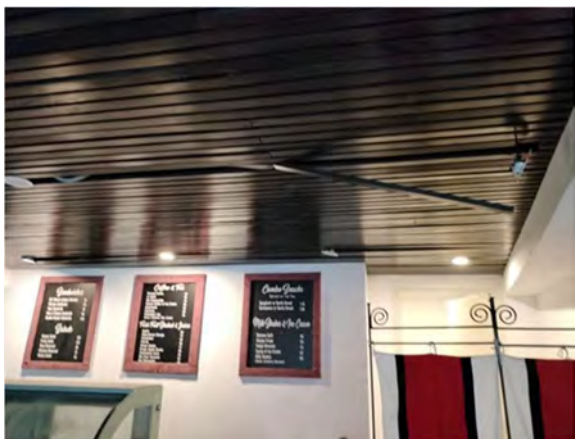


3. Removal of tile grout and sealant and trimming of tile edges (5mm spacing) at level 3 (~210 sq.m.), tile grouting at level 3 with liquid asphalt and sealant, removal of tiles at edges, application of liquid asphalt including wall at 100mm from tile and installation of new floor tiles at edges, application of liquid asphalt at underside of concrete slab inside ceiling, removal of existing floor tiles at edges

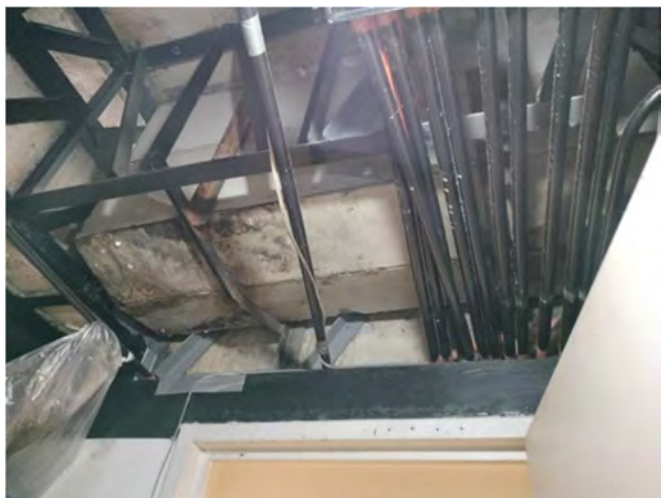




4. Removal and reinstallation of ceiling wood slats and installation of additional ceiling wood joists and boards at interior and steel joists and boards at exterior



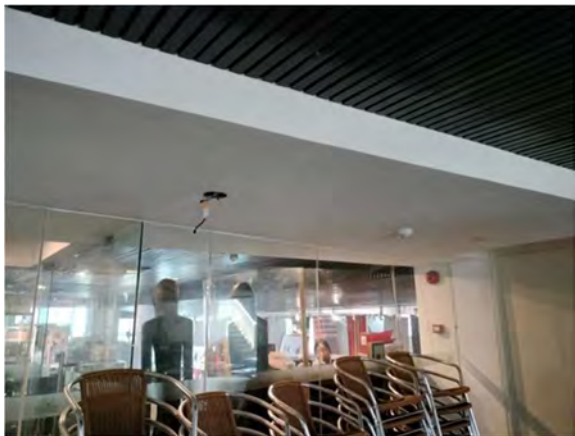
5. Removal of old sealant of inside gutters on both sides, cleaning and application of marine epoxy to inside gutters on both sides and drain pipes



6. Removal of floor drains and declogging of floor drain pipes and installation of new floor drains



7. Removal of defective lighting fixtures and installation of new lighting fixtures



8. Clearing of weeds and concreting of pedestal



9. Removal of kitchen counter, tiles, sink and pipes and installation of new set



10. Installation of 4" CHB & plastering



11. Installation of pre-painted flat sheet at elevator shaft on wall joists (back of drywalls) and covering of wall openings



Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

Please refer to the attached Bill of Quantities.

Project:	LOT 1: CONSTRUCTION OF RETAINING WALL AT COLLEGE OF ARTS AND COMMUNICATION											
Location:	UP BAGUIO											
Subject:	BILL OF QUANTITIES											
Duration:	94 Calendar Days											
ITEM NO.	DESCRIPTION	QUAN TITY	UNIT	ESTIMA TED DIRECT COST	MARK-UPS IN PERCENT		TOTAL MARK-UP VALUE		5% VAT	TOTAL INDIRECT COST	TOTAL COST	UNIT COST
					OCM	PROF IT	%	VALU E				
(1)	(2)	(3)	(4)	(5)	(6)*	(7)**	(8)	(9)	(10)	(11)	(12)	(13)
							(6)+(7)	(5)x(8)	5%x[(5)+(9)]	(9)+(10)	(5)+(11)	(12)/(3)
I	GENERAL REQUIREMENTS											
1	Mobilization and demobilization	1	lot		N/A	N/A	N/A	N/A				
2	Demolition of concrete slab, excavation and backfilling works for retaining wall	61	cu.m									
3	Safety provision	1	lot		N/A							
	SUBTOTAL I											
II	CONCRETE WORKS (RETAINING WALL)											

4	Construction of new retaining wall and slab on grade at exterior of GE Classroom 1	1	lot									
5	Construction and painting of new steel grills	2	set									
	SUBTOTAL II											
III	WATERPROOFING WORKS											
6	Plastering and application of waterproofing of exterior wall of GE Classroom 1	1	lot									
	SUBTOTAL III											
	TOTAL											
	*Compute for maximum of 15%											
	** Compute for maximum of 10%											
	NAME OF COMPANY:											
	NAME OF BIDDER / AUTHORIZED REPRESENTATIVE:											
	SIGNATURE OF BIDDER:											

Project:	LOT 2: CONSTRUCTION OF RAMP AT COLLEGE OF ARTS AND COMMUNICATIONS											
Location:	UP BAGUIO											
Subject:	BILL OF QUANTITIES											
Duration:	62 Calendar Days											
ITEM NO.	DESCRIPTION	QUANTIT Y	UNI T	ESTIMAT ED DIRECT COST	MARK-UPS IN PERCENT		TOTAL MARK-UP VALUE		5% VAT	TOTAL INDIRECT COST	TOTAL COST	UNIT COST
					OCM	PROFIT	%	VALU E				
(1)	(2)	(3)	(4)	(5)	(6)*	(7)**	(8)	(9)	(10)	(11)	(12)	(13)
							(6)+ (7)	(5)x(8)	5%x[(5) +(9)]	(9)+(10)	(5)+(11)	(12)/(3)
I	GENERAL REQUIREMENTS											
1	Mobilization and demobilization	1	lot		N/A	N/A	N/A	N/A				
2	Excavation and backfilling works for steel ramp	9.5	cu. m.									
3	Safety provision	1	lot		N/A							

	SUBTOTAL I											
II	STEEL WORKS (RAMP)											
4	Layouting of steel ramp	1	lot									
5	Construction of new steel ramp and repair of opening at masonry railing (include painting)	1	lot									
	SUBTOTAL II											
	TOTAL											
	**Compute for maximum of 15%											
	** Compute for maximum of 10%											
	NAME OF COMPANY:											
	NAME OF BIDDER / AUTHORIZED REPRESENTATIVE:											
	SIGNATURE OF BIDDER:											

Project:	LOT 3: REPAIR AND RENOVATION OF FORMER KAPE DE ARKO SITE											
Location:	UP BAGUIO											
Subject:	BILL OF QUANTITIES											
Duration:	68 Calendar Days											
ITEM NO.	DESCRIPTION	QUAN TITY	UNIT	ESTIMA TED DIRECT COST	MARK-UPS IN PERCENT		TOTAL MARK-UP VALUE		5% VAT	TOTAL INDIRECT COST	TOTAL COST	UNIT COST
					OCM	PROFIT	%	VALU E				
(1)	(2)	(3)	(4)	(5)	(6)*	(7)**	(8)	(9)	(10)	(11)	(12)	(13)
							(6)+ (7)	(5)x(8)	5%x[(5) +(9)]	(9)+(10)	(5)+(11)	(12)/(3)
I	GENERAL REQUIREMENTS											
1	Mobilization and demobilization	1	lot		N/A	N/A	N/A	N/A				

2	Cleaning and brushing of floor tiles, toilet bowls, lavatories, urinal, walls, ceiling, glass, mirror, slop sink, all surfaces for repainting at interior and exterior; scraping of old and peeling off paint; removal of tile grout and sealant and trimming of tile edges (5mm spacing) at level 3 (210 sq.m.); removal of tiles at edges at level 3; removal and reinstallation of ceiling wood slats at interior; removal of dilapidated ceiling joists and boards at exterior front; cleaning and removal of old sealant of inside gutters on both sides and drain pipes, removal of floor drains and declogging of floor drain pipes, removal of back wall at kitchen; removal of kitchen counter, tiles, sink and pipes; removal of defective lighting fixtures; removal of weeds at pedestal for concreting	1	lot									
3	Scaffolding rental	1	lot									
4	Safety provision	1	lot		N/A							
	SUBTOTAL I											
II	ELECTRICAL WORKS											
5	Installation of new lighting fixtures	1	lot									

	SUBTOTAL II											
III	WOOD AND STEEL WORKS											
6	Installation of additional ceiling wood joists, seal off all wall openings at interior and installation of new steel ceiling joists and boards at exterior	1	lot									
	SUBTOTAL III											
IV	CONCRETE AND MASONRY WORKS											
7	Concreting of pedestal, installation and plastering of CHB at level 3	1	lot									
	SUBTOTAL IV											
V	TILE AND WATERPROOFING WORKS											
8	Installation of new tiles at edges and tile grouting at level 3 with liquid asphalt and sealant and application of liquid asphalt at underside of concrete slab inside ceiling	162.4	sq.m.									
	SUBTOTAL V											
VI	PLUMBING WORKS											

9	Installation of new floor drains and application of marine epoxy to inside gutter joints and laps on both sides and all joints of drain pipes	1	lot									
10	Installation of new kitchen counter	1	lot									
	SUBTOTAL VI											
VII	TINSMITHRY WORKS											
11	Installation of pre-painted flat sheet on joists at the elevator shaft.	18	pc.									
	SUBTOTAL III											
VIII	PAINTING WORKS											
12	Concrete, masonry and ficem board painting at interior and exterior	373.49	sq.m.									
13	Wood painting	58.60	sq.m.									
14	Metal painting (columns, exterior ceiling joist frames, steel doors and jambs)	37.62	sq.m.									
	SUBTOTAL VIII											
	TOTAL											

	*Compute for maximum of 15% ** Compute for maximum of 10%										
	NAME OF COMPANY:										
	NAME OF BIDDER / AUTHORIZED REPRESENTATIVE:										
	SIGNATURE OF BIDDER:										

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class “A” Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<input type="checkbox"/>	
<u>Technical Documents</u>	
<input type="checkbox"/>	(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; <u>and</u>
<input type="checkbox"/>	(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; <u>and</u>
<input type="checkbox"/>	(d) Special PCAB License in case of Joint Ventures <u>and</u> registration for the type and cost of the contract to be bid; <u>and</u>
<input type="checkbox"/>	(e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> original copy of Notarized Bid Securing Declaration; <u>and</u>
	(f) Project Requirements, which shall include the following:
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	b. 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;
<input type="checkbox"/>	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; <u>and</u>

<input type="checkbox"/>	(g) Original duly signed and notarized 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.
<i>Financial Documents</i>	
<input type="checkbox"/>	(h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
<i>Class "B" Documents</i>	
<input type="checkbox"/>	(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 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	
<input type="checkbox"/>	(j) Original of duly signed and accomplished Financial Bid Form; and
<i>Other documentary requirements under RA No. 9184</i>	
<input type="checkbox"/>	(k) Original of duly signed Bid Prices in the Bill of Quantities; and
<input type="checkbox"/>	(l) 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
<input type="checkbox"/>	(m) Cash Flow by Quarter.

Section X. Sample Forms

1. Statement of Single Largest Completed Contracts (SLCC)
2. List of all Ongoing Government and Private Construction Contracts including Contracts awarded but not yet started
3. Bid Securing Declaration Form
4. Performance Securing Declaration Form
5. Omnibus Sworn Statement (OSS)
6. Bid Form for the Procurement of Infrastructure Projects
7. Contract Agreement Form for the Procurement of Infrastructure Projects
8. Key Personnel's Certificate of Employment
9. Qualification of Key Personnel Proposed to be Assigned to the Contract
10. List of Equipment, Owned or Leased and/or under Purchase Agreements, Pledged to the Proposed Contract
11. Certificate of Site Inspection
12. Affidavit of Site Inspection

Name of Procuring Entity: **UNIVERSITY OF THE PHILIPPINES BAGUIO**

Reference Number: UPB-INFRA-2023-02
Name of Contract: Construction of Retaining Wall and Ramp at the College of Arts and Communication, and Repair and Renovation of Former Kape de Arko Site
Location of the Contract: UNIVERSITY OF THE PHILIPPINES BAGUIO

Standard Form Number: SF-INFR- 16
Revised on: July 29, 2004

Statement of Single Largest Completed Contracts (SLCC)

Business Name : _____
Business Address : _____

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

Note: This statement shall be supported with:

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

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

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 National Statistics Office (NSO) 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.

Name of Procuring Entity: **UNIVERSITY OF THE PHILIPPINES BAGUIO**

Reference Number:

UPB-INFRA-2023-02

Name of Contract:

Construction of Retaining Wall and Ramp at the College of Arts and Communication, and Repair and Renovation of Former Kape de Arko Site

Location of the Contract:

UNIVERSITY OF THE PHILIPPINES BAGUIO

Standard Form Number: SF-INFR-15

Revised on: July 29, 2004

List of all Ongoing Government & Private Construction Contracts including Contracts awarded but not yet started

Business Name: _____

Business Address: _____

Name of Contract/Location Project Cost	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								

Note: This statement shall be support with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner
3. Certificate of Accomplishments signed by the owner or Project Engineer

Submitted by: _____
(Printed Name & Signature)

Designation: _____

Date: _____

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

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

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

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, 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 the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines^[1] 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].
- l. 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: _____

**Contract Agreement Form for the
Procurement of Infrastructure Projects (Revised)**
*[not required to be submitted with the Bid, but it shall be submitted within ten (10) days
after receiving the Notice of Award]*

CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder’s conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Name of Procuring Entity: UNIVERSITY OF THE PHILIPPINES BAGUIO
Reference Number: UPB-INFRA-2023-02
Name of Contract: Construction of Retaining Wall and Ramp at the College of Arts and
Communication, and Repair and Renovation of Former Kape de Arko Site
Location of the Contract: UNIVERSITY OF THE PHILIPPINES BAGUIO

DRY SEAL

Republic of the Philippines)

_____) S.S.

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 20__ affiant exhibiting to me his Residence
Certificate No. _____ issued on _____ at _____.

Notary Public
Until December 31, 20__

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____;

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).

Name of Procuring Entity: UNIVERSITY OF THE PHILIPPINES BAGUIO

Reference Number: UPB-INFRA-2023-02

Name of Contract: Construction of Retaining Wall and Ramp at the College of Arts and Communication, and Repair and Renovation of Former Kape de Arko Site

Location of the Contract: UNIVERSITY OF THE PHILIPPINES BAGUIO

Standard Form Number: SF-INFR-48

Revised on: August 11, 2004

Qualification of Key Personnel Proposed to be Assigned to the Contract

Business Name : _____
Business Address : _____

	Project Manager / Engineer	Materials Engineer	Foreman	Construction Safety and Health Personnel	Other positions deemed required by the Applicant for this project
1 Name					
2 Address					
3 Date of Birth					
4 Employed Since					
5 Experience					
6 Previous Employment					
7 Education					
8 PRC License					

Minimum Requirements : Project Manager / Engineer
: Materials Engineer
: Foreman
: Foreman

Note : Attached individual resume and PRC Licence of the (professional) personnel.

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

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract)

Standard Form Number: SF-INFR-49
Revised on: August 11, 2004

Name of Contract: Construction of Retaining Wall and Ramp at the College of Arts and Communication, and Repair and Renovation of Former Kape de Arko Site
Location of the Contract: UNIVERSITY OF THE PHILIPPINES BAGUIO

Business Name : _____
Business Address : _____

<u>Description</u>	<u>Model/Year</u>	<u>Capacity / Performance / Size</u>	<u>Plate No.</u>	<u>Motor No. / Body No.</u>	<u>Location</u>	<u>Condition</u>	<u>Proof of Ownership / Lessor or Vendor</u>
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Date: _____

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).

Standard Form Number: SF-INFRA-15

Project Name:

CERTIFICATE OF SITE INSPECTION

Date: _____

To Whom It May Concern:

This is to certify that _____ represented by _____
has attended the ocular inspection on _____ for the project,

This certificate is issued for the purpose that the aforesaid authorized representative was accompanied by the UP Baguio-Construction Management Unit (UPB-CMU) staff in conduct of site inspection.

Also, this certificate will not substitute the "Affidavit of Site Inspection" as required to be part of the Technical Proposal Envelope of the Bidder.

Very truly yours,

Standard Form Number: SF-INFRA-19a

Revised on: August 11, 2004

Project Name:

AFFIDAVIT OF SITE INSPECTION

I, representative of the bidder, of legal age, civil status, Filipino and residing at address of the representative, under oath, hereby depose and say:

1. That I am the Position in-the Bidder of the Name of the Bidder, with office at address of the bidder;
2. That I have inspected the site for Name of the Contract, located at location of the contract
3. That I am making the statement as part of the requirement for the Technical Proposal of the Name of the Bidder for Name of the Contract.

IN FAITH WHEREOF, I hereby affix my signature this ____ day of _____, 20____ at _____, Philippines.

Affiant

SUBSCRIBED AND SWORN TO before me this__ day of _____20 ____ affiant exhibiting to me his Government Issued Identification (GIID) _____ issued on _____ at _____.

Notary Public

Until December 31, 20____

PTR No.

Date:

Place:

TIN:

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____;

