

UNIVERSITY OF THE PHILIPPINES OPEN UNIVERSITY

BIDDING DOCUMENTS

for

Replacement of the Roof and Damaged Portions of the Ceiling, including Dismantling and Reinstallation of the Roof-mounted Solar Grid Tied System, of the UPOU Community Hub

TABLE OF CONTENTS

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

	7.	Warranty	17
	8.	Liability of the Contractor	17
	9.	Termination for Other Causes	17
	10.	Dayworks	18
	11.	Program of Work	18
	12.	Instructions, Inspections and Audits	18
	13.	Advance Payment	18
	14.	Progress Payments	18
	15.	Operating and Maintenance Manuals	19
SE	CTIO	N V. SPECIAL CONDITIONS OF CONTRACT	20
		INSTALLATION OF THE ROOF-MOUNTED SOLAR GRID DO SYSTEM	23
•	RE-	Installation	23
•	PRE	PARATION OF STATUS REPORT AND TESTING OF SYSTEM	23
SE	CTIO	n VII. Drawings	24
SE	CTIO	N VIII. BILL OF QUANTITIES	28
SE	CTIO	N IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS	31
	SEC	RETARY'S CERTIFICATE	49
	SPE	CIAL POWER OF ATTORNEY	50
N	ET F	INANCIAL CONTRACTING CAPACITY	51
SF	ΔΙΙΝ	C AND MARKING OF RIDS.	65

Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR - Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs - Local Government Units.

NFCC - Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.



Section I. Invitation to Bid for

Replacement of the Roof and Damaged Portions of the Ceiling, including Dismantling and Reinstallation of the Roof-mounted Solar Grid Tied System, of the UPOU Community Hub

The UP Open University (UPOU), through the Government of the Philippines (GOP) Revolving Fund, intends to apply the sum of Two Million Four Hundred Sixty Thousand Three Hundred Thirty-Three Pesos and One Centavo (PhP 2,460,333.01) being the Approved Budget for the Contract (ABC) to payments under the contract for "Replacement of the Roof and Damaged Portions of the Ceiling, including Dismantling and Reinstallation of the Roofmounted Solar Grid Tied System, of the UPOU Community Hub" (ITB No. 22-05-004). Bids received in excess of the ABC shall be automatically rejected at bid opening.

The UPOU now invites bids for the above Procurement Project. Completion of the Works is required in one hundred twenty (120) calendar days. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

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

A complete set of Bidding Documents may be acquired by interested bidders from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Two Thousand Four Hundred Sixty Pesos (PhP 2,460.00)** only. UPOU shall allow the bidder to present its proof of payment for the fees in person, by facsimile or through electronic means.

The UPOU will hold a **Pre-Bid Conference** on **3 June 2022**, **1:30 PM** at the UPOU Headquarters, Los Banos, Laguna and/or through video conferencing or any other means, which shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat through: (i) manual submission at the office address indicated below; or (ii) online or electronic submission as indicated below <u>on or</u> **before 15 June 2022, 12:00 PM.** Late bids shall not be accepted.

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

Bid opening shall be on <u>15 June 2022, 3:45 PM</u> at the given address below and/or via video conferencing or any other means. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

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

For further information, please refer to:

MS. ELVY A. PAMULAKLAKIN

Head, Bids and Awards Committee (BAC) Secretariat UPOU Headquarters, Los Baños, Laguna Telephone No.: (049) 536-6001-06 local 210-211

Telefax No.: (049) 536-5991 Email: **bac@upou.edu.ph**

You may visit the following websites:

For downloading of Bidding Documents: https://www.upou.edu.ph/bids-and-awards-committee/

For online bid submission: https://forms.gle/iCzFHtUDctht6deF9

24 May 2022

(SGD) **Dr. PRIMO G. GARCIA**Chair
Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The UPOU invites Bids for the Replacement of the Roof and Damaged Portions of the Ceiling, including Dismantling and Reinstallation of the Roof-mounted Solar Grid Tied System, of the UPOU Community Hub, with Project Identification Number 22-05-004.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below in the amount of PhP 2,460,333.01.
- 2.2. The source of funding is Revolving Fund.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, **UPOU Headquarters**, **Los Banos**, **Laguna** and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid and shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause						
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work.					
7.1	No additional requirement.					
10.3	No further instructions.					
10.4	The key personnel must meet the required minimum years of experience s below:					
	Key Personnel	General Experience				
	1. Project Architect/Engineer	Min. 3 yrs				
	2. Registered Electrical Engineer	Min. 5 yrs				
	3. Safety Officer	Min. 5 yrs				
	4. Foreman	Min. 3 yrs				
10.5	The minimum major equipment requirements are the following:					
	Equipment	Number of Units				
	Power Tools:					
	1. Electric Drill	min. 2 units				
	2. Grinder	min. 2 units				
12	No further instructions.					
15.1	The bid security shall be in the form of following forms and amounts:	f a Bid Securing Declaration or any of the				
	a. The amount of not less than PhP49,206.66 (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;					
	b. The amount of not less than PhP123,016.65 (5%) of ABC if bid security is in Surety Bond.					
19.2	Partial bids is not allowed.					
20	Valid PCAB License and Registration: Small B (minimum size range); General Building (GB1); Category C or D (minimum license category).					
21	The Bidder shall submit additional coproject such as Contractor's Letter-Co					

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

- 4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the SCC, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

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

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

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

GCC Clause	
2	The Intended Completion Date is one hundred twenty (120) calendar days from the starting date; the starting date being seven (7) calendar days from the issuance of the Notice to Proceed.
	NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.
4.1	The UPOU shall give possession of all parts of the Site to the Contractor upon issuance of the Notice to Proceed.
6	The site inspection report shall be provided to the UPOU.
7.2	The warranty against Structural Defects/Failures, except those occasioned-on force majeure, shall cover a period of five (5) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Schedule of Work to the Procuring Entity's Representative within ten (10) calendar days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is one tenth (1/10) of one percent (1%) per day of delay for the current progress billing.
13	The amount of the advance payment is fifteen percent (15%) of the total contract price subject to the requirements of the Revised IRR of RA 9184 and additional conditions, if any.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	(a) The date by which operating and maintenance manuals are required is not later than thirty (15) calendar days prior to conducting the acceptance test.
	(b) The date by which "as built" drawings are required is thirty (15) calendar days upon the project completion.(c) In addition, for every Progress of Work the contractor must submit an "As-Built" drawings as supporting document for the approval of Progress Payment.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is two percent (2%) of the Contract Price or the non-issuance of the Retention Money.

Section VI. Specifications

TECHNICAL SPECIFICATIONS

a. Roofing Sheets – 60mil thick Durarib 1070 (1220mm wide) or approved equal Rib-type pre-painted G.I. with insulation of 10mm thick foam, double-sided aluminum foil.

b. Bended Items and Accessories

- b.1. Gutters/Flashings stainless steel 0.60mil thick, 304 (typical). Refer to actual for reference of measurements.
- b.2. Ridge roll from 60mil thick plain G.I. sheet and pre-painted and same as existing for the design.
- b.3. Accessories tex screws, blind rivets 5/32, concrete nails (where require), all are dependent on proper engineering practice. Also silicone sealants must be applied on joints/correction and other areas where this should be required.
- b.4. Refer to bill of materials re: other bended accessories.

c. Waterproofing

- c.1. Proper application methodology must be considered particularly on observed leaks on the proposed gutters and downspouts. Slope to drain/s must be provided and tested.
- c.2. For integral waterproofing Mix one part 'Sahara' or approved equal with one bag of Portland Cement on new concrete mixture for repair/restoration (where required).
- c.3. For all other waterproofing needs Apply the necessary asphalt mastic fill and/or cementitious waterproofing materials to all concrete slab/deck and parapets and other areas where needed.
- d. All other materials and areas to be restored must be the same as existing. Consult UPOU technical staff and coordinate all works to be undertaken.
- e. Submit samples of all materials to be installed prior to mass deliveries and implementation. No submittals mean automatic rejection of all deliveries and installed materials.

f. Quality Assurance Provision

Prior to turn-over of all installed works, restored roofing areas and related works must be done in accordance with A-1 manner and procedure. Discovered defects within one (1) year of restoration/improvement/rehabilitation must be rectified the soonest possible time upon officially informed.

Accordingly, submit a minimum of 10-year warranty for all roofing sheets installed. Likewise, an equivalent of three (3) years warranty must be submitted on bended items and accessories. Ditto with waterproofing materials, warranty of application is five (5) years.

SCOPE OF WORK

- 1. The Contractor is required to submit their schedule of work for approval by the UPOU Authorities prior to the start of the project.
- 2. Dismantling of all existing roofing sheets and bended items and accessories including the hauling of all the above in a pre-determined location.
- 3. Dismantling and replacement of all defective, deteriorated, concealed ceiling nailers and ceiling finishes including the restoration of all affected immediate portions around the stated areas.
- 4. Replacement with the desired thickness of all roofing sheets and bended items and accessories to be dismantled (under item A.1).
- 5. All existing concrete slab (canopies/decks/covers) and parapets shall be provided/applied with new integral and cementitious waterproofing compound in accordance with the proper/manufacturer's recommended application. Chip areas/portions with course or not smooth outer surfaces. Cracked portions of the parapets shall be restored.
- 6. Other related works and project requirement such as supply of power tools, cutting tools, temporary shelter of manpower, identification cards, fence enclosure, log book, warning signs, metal scaffoldings etc. must be supplied and complied with. These shall form part of the quotation of the prospective bidders.
- 7. All existing mastic asphaltic fills/fillers (please verify actual condition and locations) shall be removed and replaced.
- 8. All existing downspout must be restored and declogged including affected casing with paint finish.
- 9. All roofing areas shall be provided with insulation.
- 10. Hauling of all unwanted debris to a designated location.
- 11. The Contractor shall finish the project within ninety (90) calendar days including the delivery of materials.

SCOPE OF WORK FOR THE DISMANTLING AND REINSTALLATION OF THE ROOF-MOUNTED SOLAR GRID TIED SYSTEM

• Dismantling

- 1. Mounting System
 - a. Dismantling of Mounting System (Rails, Connectors, and L. Feet)
 - b. Inspect the Overall Mounting System Connections
 - c. Inspect the Physical Status of Module mounting fasteners
 - d. Inspect the Racking Foundation or L. Feet
 - e. Inspect the DrillingPoints

2. Solar Module

- a. Dismantling of Solar Module
- b. Inspect the Cable and MC4 Connectors
- c. Inspect the Physical Status of the Module
- d. Inspect the Physical Status of Solar Cell
- e. String Testing of Module System

3. DC Cable

- a. Inspect the Line Insulation
- b. Inspect and Check the stringing Connections (Module to Inverter)
- c. Inspect the MC4Connector
- d. Inspect the DC Cables (Module to Inverter)

• Re-Installation

- 1. Mounting System
 - a. Metal Screw and L. Feet Installation
 - b. Mounting Rails and Connectors Installation

2. Solar Module

- a. Solar Module Installation including the Mid and End Clamp or Ineter Clamp
- b. Solar Module String Connection
- c. Testing of Solar Module per String

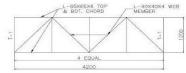
3. DC Cable

- a. Solar Cable Stringing
- b. Grounding Cable and Lug Installation
- c. Cable Pulling from Module to Inverter Location
- d. MC4 Connectors Installations

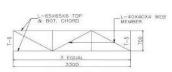
• Preparation of Status Report and Testing of System

Note: Should any damage to, or any loss in performance of, the Solar Grid Tied System occur during the execution of the work, the Contractor shall bear the full cost of restoration, repair and/or replacement without cost to the owner. The base performance of the Solar Grid Tied System shall be jointly determined by the Contractor and the Owner before the commencement of the work.

Section VII. Drawings

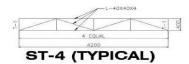


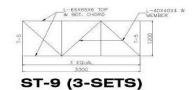
ST-5 (3-SETS)



ST-8 (3-SETS)

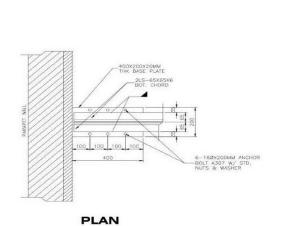
S-7





-. - (-

TYPICAL DETAIL OF TRUSSES



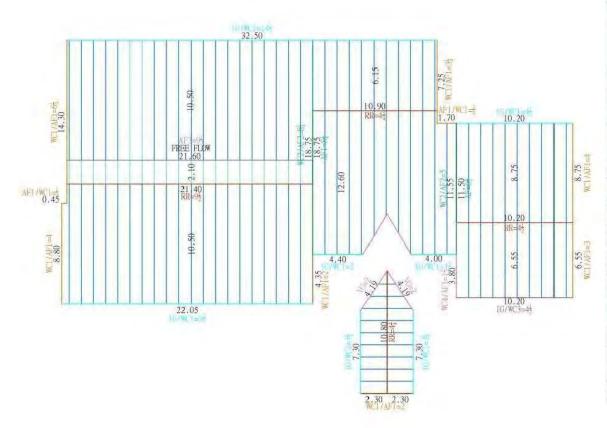
STAINLESS
STEEL QUITER

STEEL

SECTION

3 TYPICAL DETAIL OF CONNECTION
S-7 SCALE 1:10MTS.





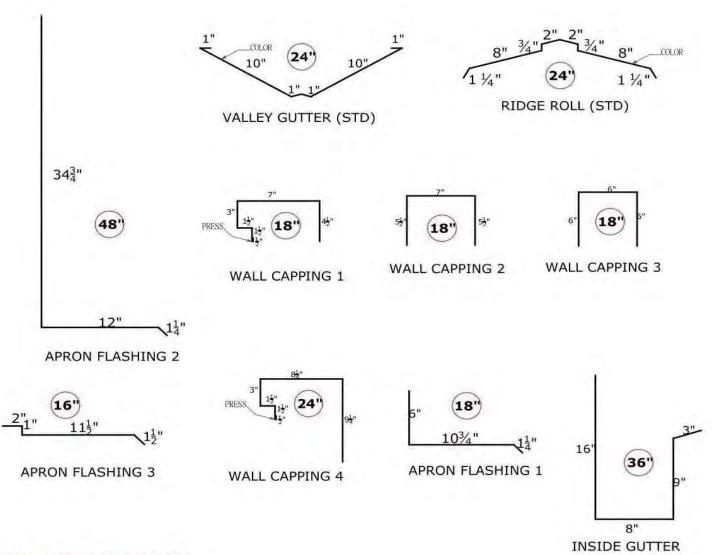
DOLLAR DONANTE (CIT.	AATOTA	A. 071	**)	
ITEM	QTY	UNIT	LENGTH	TOTAL
			(M)	
ROOF	40	PCS	10.50	420.00
	10	PCS	6.15	61.50
	12	PGS	12,60	151.20
	10	PCS	9.75	87.50
	9	PCS	6.55	58.95
	16	PCS	2.30	36.80
TOTAL	97	PCS	LM	815.95
SHEET AGE :		445.84		
USING DURARIB (EFF.	WIDTH	1.07/	W)	
ITEM	DTY	THALL	LENGTH	TOTAL
	36,11	-400	(14)	
SKYLIGHT	1	PCS	10.50	10.50
BIN BRIT	20	PCS	2.10	42.00
TOTAL	21	PCS	LM	52.50
SHEET AGE		28.69		
BENDED ACCESSORIES				
ITEM	QTY	UNIT	LENGTH	WIDTH
11348	1000	100000	(FT)	(INCHES)
RIDGE ROLL	24	PCS.	8	24
WALL CAPPPING 1	65	PCS	8	18
APRON FLASHING 1	41	PCS	8	18
APRON FLASHING 3	10	PCS	8	16
WALL CAPPING 2	14	PCS	8	18
APRON FLASHING 2	14	PCS	8	48
WALL CAPPING 3	- 5	PCS	8	18
WALL CAPPING 4	2	PCS	- 8	24
VALLEY GUTTER	4	PGS	8	24
INSIDE GUTTER	44	PCS	8	36
PLAIN SHEET	4	PCS	8	48
TOTAL	227	PCS	SHEETAGE :	- 6.75
HARDWARE				
Durant 1070				
Tekscrew (12 x 55)			5.800	PCS
Blind Rivets			6,800	PCS
Silicon Sealant			20	CTGS
Touch-Up Paint			7	CAN
PE Foam (Insulation)			19	ROLLS
Lahor Php			- 10	

USING DURARIB (EFF. WIDTH 1.07M)

NOTE:

- -VERIFY PROFILE & BENDED ACCESSORIES
- -VERIFY TO CLIENT PRIOR TO PRODUCTION
- -VERIFY SKYLIGHT LOCATION





NOTE:

- -VERIFY PROFILE & BENDED ACCESSORIES
- -VERIFY TO CLIENT PRIOR TO PRODUCTION
- -VERIFY ALL BENDED DETAILS TO CLIENT PRIOR TO PRODUCTION





Section VIII. Bill of Quantities

Project :	REPLACEMENT OF THE ROOF AND DAMAGED PORTIONS OF THE CEILING, INCLUDING DISMANTLING AND REINSTALLATION OF THE ROOF-MOUNTED SOLAR GRID TIED SYSEM. OF THE UPOU COMMUNITY HUB	Prepared/ Estimated by:		Submitted by:	Date:
Location :	UPOU Headquarters, Maahas, Los Baños, Laquna		Name & Designation		
	OFOU rieadquariers, maarias, cus barios, caguna	Certified Correct		Address of Bidder	
Subject :	BILL OF MATERIALS AND COST ESTIMATES			Estimated Project Cost.	0.00
			Name & Signature of General Manager	No. of Day's to Complete:	120 CALENDAR DAYS

				DIRECT COST (EXCLUSIVE OF 12% VAT)			VAT')		
TEM	ITEM OF WORK	UNIT	NIT QTY.	MATERIALS LABOR		MATERIALS LABOR TOTAL DIRECT COST		(PHP)	UNIT COST (PHP)
NO.				PER UNIT	MATE COST	PERUNIT	LABOR COST	(Frie)	5.00
ı	SITE PREPARATION AND OTHERS		-		-		-		
	A. Temporary Shelter for Workforce (Facility Only)	lot	1:00		0.00		0.00	0.00	0.0
	B. Temporary Power and Water	lot	1.00		0.00		0.00		0.0
	The state of the s	loc	1,00		0,00		0.00	0.00	0.0
	C. Signages - Warning & Project Details & Related Item: Wooden Bars (painted)	lot	1:00		0.00		0.00	0.00	0.0
II.	DISMANTLING AND INSTALLATION OF 24kWp SOLAR GRID TIED SYSTEM ON THE ROOFTOP INCLUDING SCAFFOLDING AND EQUIPMENT	lot	1.00	-	81		0.00	0.00	0.0
m.	DISMANTLING WORKS OF THE EXISTING ROOFING INCLUDING HAULING AND DISPOSAL TO A DESIGNATED AREA	lot	1.00		0.00		0.00	0,00	0.0
IV.	DEMOLITION AND CHIPPING WORKS ON EXISTING DEFECTIVE CONCRETE SLAB, DECKING, CEILING FINISH AND OTHERS	lot	1.00		0.00		0.00	0.00	0.0
V.	RESTORATION WORKS (of all affected physical members of the building)	lot	1.00		0.00		0.00	0.00	0.0
VI.	DECLOGGING AND RESTORATION OF ALL EXISTING ROOF DRAINS	lot	1.00		0.00		0.00	0,00	0.0
VII.	WATERPROOFING OF ALL EXISTING CONCRETE DECKING (SLAB) INCLUDING	lot	1.00		0.00		0.00	0.00	0.0
VIII.	TINSMITHRY WORKS (per requirement)					-			
	A. Pre-painted Durarib 1070, 0.60mm thok x 1220mm long span (submit sample and cutting list prior to mass production for approval) or approved equal	ī.m.	815.95		0.00		0.00	0.00	0.0
	Roofing skylight Durarib 1070, 3.00mm thk x 1220mm 815.95LM (same further specs and requirements)	l.m.	52,50		0.00		0,00	0.00	0.0
	C. Bended accessories (per requirement)								
	Pre-painted 0.60mm thk x 2.44mts GI sheet (pre-formed/ customized)								
	1.1. 0.60mm thck x 610mm x 2.44m Ridge Roll	pcs	24.00		0.00		0.00		0.0
	1.2. 0.60mm thck x 457mm x 2.44m Wall Capping 1	pcs	65.00		0.00		0.00		0.0
	1,3. 0.60mm thck x 457mm x 2.44m Apron Flashing 1	pcs	41.00		0.00		0.00		0.0
	1.4. 0.60mm thck x 406mm x 2.44m Apron Flashing 3	pcs	10.00		0.00		0.00		0.0
	1.5. 0.60mm thek x 457mm x 2.44m Wall Capping 2	pcs	14.00		0.00		0.00		0.0
	1.6. 0.60mm thck x 1220mm x 2.44m Apron Flashing 2	pos	14.00		0.00		0.00		0.0
	1,7. 0.60mm thick x 457mm x 2.44m Wall Capping 3	pes	5.00		0.00		0.00		0.0
	1.8, 0.60mm thek x 610mm x 2.44m Wall Capping 4	pes	2.00		0.00		0.00		0.0
	2, Valley gutter stainless 0.60mm thk item 304	pes	4.00		0.00		0.00		0.0
	3. Inside gutter stainless 0.60mm thk item 304	pcs	44.00		0.00		0.00	0.00	0.

ITEM OF WORK	UNIT	OTY						
		OTY.	MATERIALS LABOR			BOR	TOTAL DIRECT COST	UNIT COST (PHP)
			PER UNIT	MAT'L GOST	PER UNIT	LABOR COST	(e) in y	
4. Pre-painted 0.60mm thick x 1220mm x 2.44 mts Gliplain sheet	pes	4.00		0.00		0.00	0.00	0.0
). Metal tex screw (per specs)	pes	3,000.00		0.00		0.00	0.00	0.0
Blind rivets	boxes	30.00		0.00		0.00	0.00	0.0
Silicon Sealant	tubes	50.00		0.00		0.00	0.00	0.0
 Power tools, misc. consummables, hand tools, correction paint, rope (nylon) #16 GI tie wire, assorted nails, steel brush, paint brush, masking tape for roofing works only. 	lot	1.00		0.00		0.00	0.00.	0.0
CARPENTRY AND RELATED WORKS								
Carpentry						1		
1. 12mm thick x 1.2m x 2.4m Gypsum board including hardware (verify actual damaged and to be affected celling)	pcs	10.00		0.00		0.00	0.00	0.0
2. Restoration of affected ceiling nailers/ joist/ furrings	lot	1.00		0.00		0.00	0.00	0.00
3. Scaffoldings	lot	1.00		0.00		0.00	0.00	0.00
False columns/walls for defective downspout casings (verify actual location).	lot	1.00		0.00		0.00	0.00	0.00
 Asphaltic mastic fillers and additional waterproofing (refer to actual location of application) 	lot	1.00		0.00		0.00	0.00	0.00
3. Related Works								
1. 10mm thk insulation with double-sided aluminum foil for roofing (consult the technical staff of the University/ refer to actual location/ plan/ details' availability)	rolls	33.00		0.00		0.00	0.00	0.00
OVERALL MISCELLANEOUS WORKS NOT MENTIONED ABOVE BUT ARE								
Manpower identification cards, signed by winning project contractor and checked by UPOU authorized technical authorities	lot	1,00		0.00		0,00	0.00	0.00
Project official logbook, signed and prepared by contractor's project engineer/ superintendence and to be checked daily by UPOU technical authorities. This, together with item 10.1. shall be properly prepared and undertaken and eventually submitted by the contractor to UPOU deligated technical authorities	lot	1.00		0.00	9	0	0,00	0.00
Coordinated roofing bended accessories including, such as ridge rolls, wall capping 1, 2,3, and 4 apron flashing; 1, 2 and 3 valley gutters and inside gutters must pass the required leak test, quality assurance provision approved when the end-user's authorized representative do require the useful testing witness/es of the submittal requirements.	lot	1.00		00,0		0.00	.0.00	0.00
 Quality Assurance Provision/ Certification upon submittal of final inspection report and prior to the release of Contractor Final Payment. The Contractor must submit request for final inspection for final payment release. 	lot	1.00		0.00		0.00	0.00	0.00
DIVIDE CRAND TOTAL				0.00		0.700	0.00	
	damaged and to be affected ceiling) 2. Restoration of affected ceiling nailers/ joist/ furrings 3. Scaffoldings 4. False columns/walls for defective downspout casings (verify actual location) 5. Asphaltic mastic fillers and additional waterproofing (refer to actual location of application) 8. Related Works 1. 10mm this insulation with double-sided aluminum foil for roofing (consult the technical staff of the University/ refer to actual location/ plan/ details' availability) DVERALL MISCELLANEOUS WORKS NOT MENTIONED ABOVE BUT ARE REQUIRED Manpower identification cards, signed by winning project contractor and checked by UPOU authorized technical authorities 3. Project official logbook, signed and prepared by contractor's project engineer/ superintendence and to be checked daily by UPOU technical authorities. This, together with item 10.1, shall be properly prepared and undertaken and eventually submitted by the contractor to UPOU deligated technical authorities Coordinated roofing bended accessories including, such as ridge rolls, wall capping 1, 2,3, and 4 apron flashing; 1, 2 and 3 valley gutters and inside gutters must pass the required leak test, quality assurance provision approved when the end-users' authorized representative do require the useful testing witness/es of the submittal requirements O. Quality Assurance Provision/ Certification upon submittal of final inspection report and prior to the release of Contractor Final Payment. The Contractor must submit	damaged and to be affected ceiling) 2. Restoration of affected ceiling nailers/ joist/ furrings 3. Scaffoldings 4. False columns/walls for defective downspout casings (verify actual location) 5. Asphaltic mastic fillers and additional waterproofing (refer to actual location of application) 8. Related Works 1. 10mm this insulation with double-sided aluminum foil for roofing (consult the technical staff of the University/ refer to actual location/ plan/ details' availability) DVERALL MISCELLANEOUS WORKS NOT MENTIONED ABOVE BUT ARE REQUIRED A. Manpower identification cards, signed by winning project contractor and checked by UPOU authorized technical authorities Project official logbook, signed and prepared by contractor's project engineer/ superintendence and to be checked daily by UPOU technical authorities. This, together with item 10.1. shall be properly prepared and undertaken and eventually submitted by the contractor to UPOU deligated technical authorities Coordinated roofing bended accessories including, such as ridge rolls, wall capping 1, 2,3, and 4 apron flashing; 1, 2 and 3 valley gutters and inside gutters must pass the required leak test, quality assurance provision approved when the end-users' authorized representative do require the useful testing witness/es of the submittal requirements O. Quality Assurance Provision/ Certification upon submittal of final inspection report and prior to the release of Contractor Final Payment. The Contractor must submit lot request for final inspection for final payment release.	damaged and to be affected ceiling) 2. Restoration of affected ceiling nailers/ joist/ furnings 3. Scaffoldings 4. False columnsAvalls for defective downspout casings (verify actual location) 5. Asphaltic mastic fillers and additional waterproofing (refer to actual location of application) 8. Related Works 1. 10mm thk insulation with double-sided aluminum foil for roofing (consult the technical staff of the University/ refer to actual location/ plan/ details' availability) DVERALL MISCELLANEOUS WORKS NOT MENTIONED ABOVE BUT ARE REQUIRED A. Manpower identification cards, signed by winning project contractor and checked by UPOU authorized technical authorities B. Project official logbook, signed and prepared by contractor's project engineer/ superintendence and to be checked daily by UPOU technical authorities. This, together with item 10.1, shall be properly prepared and undertaken and eventually submitted by the contractor to UPOU deligated technical authorities. Coordinated roofing bended accessories including, such as ridge rolls, wall capping 1, 2,3, and 4 apron flashing; 1, 2 and 3 valley gutters and inside gutters must pass the required leak test, quality assurance provision approved when the end-users' authorized representative do require the useful testing witness/es of the submittal requirements D. Quality Assurance Provision/ Certification upon submittal of final inspection report and prior to the release of Contractor Final Payment. The Contractor must submit jot 1,00 request for final inspection for final payment release.	damaged and to be affected ceiling) 2. Restoration of affected ceiling nailers/ joist/ furrings 3. Scaffoldings 4. False columns/walls for defective downspout casings (verify actual location) 5. Asphaltic mastic fillers and additional waterproofing (refer to actual location of application) 8. Related Works 1. 10mm this insulation with double-sided aluminum foil for roofing (consult the technical staff of the University/ refer to actual location/ plan/ details' availability) DVERALL MISCELLANEOUS WORKS NOT MENTIONED ABOVE BUT ARE REQUIRED A Manpower identification cards, signed by winning project contractor and checked by UPOU authorized technical authorities B Project official logbook, signed and prepared by contractor's project engineer/ superintendence and to be checked daily by UPOU technical authorities. This, together with item 10.1. shall be properly prepared and undertaken and eventually submitted by the contractor to UPOU deligated technical authorities. This, contractor to UPOU deligated technical authorities. This, submitted by the contractor to UPOU deligated technical authorities. This, copping 1, 2,3, and 4 apron flashing; 1, 2 and 3 valley guiters and inside guitters must pass the required leak test, quality assurance provision approved when the submittal requirements Coordinated roofing bended accessories including, such as ridge rolls, wall capping 1, 2,3, and 4 apron flashing; 1, 2 and 3 valley guiters and inside guitters must pass the required leak test, quality assurance provision approved when the submittal requirements Could be required leak test, quality assurance provision approved when the submittal requirements Could be required leak test, quality assurance provision approved when the submittal requirements.	damaged and to be affected ceiling) 2. Restoration of affected ceiling nailers/ joist/ furnings 3. Scaffoldings 4. False columns/walls for defective downspout casings (verify actual location) 5. Asphaltic mastic fillers and additional waterproofing (refer to actual location of application) 6. Related Works 1. 10mm this insulation with double-sided aluminum foil for roofing (consult the technical staff of the Universityl refer to actual location/ plan/ details' availability) DEFINITION of the Universityl refer to actual location/ plan/ details' availability) DEFINITION of the Universityl refer to actual location/ plan/ details' availability) DEFINITION of the Universityl refer to actual location/ plan/ details' availability) DEFINITION of the Universityl refer to actual location/ plan/ details' availability) DEFINITION of the Universityl refer to actual location/ plan/ details' availability) DEFINITION of the Universityl refer to actual location/ plan/ details' availability) DEFINITION of the Universityl refer to actual location/ plan/ details' availability) DEFINITION of the Universityl refer to actual location/ plan/ details' availability) DEFINITION of the Universityl refer to actual location/ plan/ details' availability) DEFINITION of the Universityl refer to actual location/ plan/ details' availability) DEFINITION of the Universityl refer to actual location/ plan/ details' availability) DEFINITION of the Universityl refer to actual location/ plan/ details' availability) DEFINITION of the Universityl refer to actual location/ plan/ details' availability DEFINITION of the Universityl refer to actual location/ plan/ details' availability DEFINITION of the Universityl refer to actual location/ plan/ details' availability DEFINITION of the Universityl refer to actual location/ plan/ details' availability DEFINITION of the Universityl refer to actual location/ plan/ details' availability DEFINITION of the Universityl refer to actual location/ plan/ details' availability DEFINITION of the	damaged and to be affected ceiling) 2. Restoration of affected ceiling nailers/ joist/ furnings 3. Scaffoldings 4. False columns/walls for defective downspout casings (verify actual location) 5. Asphaltic mastic fillers and additional waterproofing (refer to actual location of application) 5. Asphaltic mastic fillers and additional waterproofing (refer to actual location of application) 7. Related Works 1. 10mm this insulation with double-sided aluminum foil for roofing (consult the technical staff of the University/ refer to actual location/ plan/ details' availability) 8. Tolks 9. Outline to the University (signed by winning project contractor and checked by UPOU authorized technical authorities 9. Project official logbook, signed and prepared by contractor's project engineer/ superintendence and to be checked daily by UPOU technical authorities. This, together with item 10.1, shall be properly prepared and undertaken and eventually submitted by the contractor to UPOU deligated technical authorities 9. Coordinated roofing bended accessories including, such as ridge rolls, wall capping 1, 2, 3, and 4 apron flashing; 1, 2 and 3 valley guiters and inside guiters must pass the required leak test, quality assurance provision approved when the end-users' authorized representative do require the useful testing witness/es of the submittal requirements 9. Quality Assurance Provision/ Certification upon submittal of final inspection report and prior to the release of Contractor Final Payment. The Contractor must submit requirements	damaged and to be affected ceiling) 2. Restoration of affected ceiling nailers/ joist/ furrings 3. Scaffoldings 10t 1.00 0.00 0.00 0.00 3. Scaffoldings 10t 1.00 0.	damaged and to be affected ceiling) 2. Restoration of affected ceiling naliers/ joist/ furnings 3. Scaffoldings 10t 1.00 0.00 0.00 3. Scaffoldings 10t 1.00 0.00 0.00 4. False columns/walls for defective downspout casings (verify actual location) 5. Asphaltic master fillers and additional waterproofing (refer to actual location of application) 5. Asphaltic master fillers and additional waterproofing (refer to actual location of application) 5. Related Works 1. 10mm this insulation with double-sided alkiminum foil for roofing (consult the technical staff of the University) refer to actual location/ plan/ details' availability) 7. The staff of the University refer to actual location/ plan/ details' availability) 8. The staff of the University refer to actual location/ plan/ details' availability) 8. The staff of the University refer to actual location/ plan/ details' availability) 8. The staff of the University refer to actual location and checked by UPCU authorized technical authorities 9. The staff of the University of the checked daily by UPCU technical authorities in this superintendence and to be checked daily by UPCU technical authorities. This location is the property prepared and undertaken and eventually submitted by the contractor to UPCU deligated technical authorities. In the staff of the university of the contractor to UPCU deligated technical authorities. 8. Coordinated roofing bended accessories including, such as ridge rolls, wall appling 1, 23, and 4 apron flashing; 1, 2 and 3 valleg guiters and inside guiters must pass the required leak test, quality assurance provision approved when the submittal requirements 9. Coordinated roofing bended accessories including, such as ridge rolls, wall appling 1, 23, and 4 apron flashing; 1, 2 and 3 valleg guiters and inside guiters and provision of final payment. The Contractor must submit to the release of Contractor Final Payment. The Contractor must submit to the release of Contractor Final Payment. The Contractor must submit to the release

SUMMARY OF BREAKDOWN OF TOTAL LUMPSUM BID PRICE

Project: Replacement of the Roof and Damaged Portions of the Ceiling, including Dismantling and Reinstallation of the Roof-mounted Solar Grid Tied System, of the UPOU Community Hub

Α.	ESTIMATED DIREC	CT COST	300			
	A.1.	Materials and Equipment Cost (exclusive of VAT)	P	0.00		
	A.2.	Labor Cost and Equipment Rental (exclusive of VAT)	P	0.00		
		SUB - TOTAL (EDC)	P		0.00	
	A.3.	Mobilization and Demobilization (1 % of EDC)	Р		0.00	
		TOTAL A	P	7.00		0.00
В.	INDIRECT COST					
	B.1.	Mark-up				
		B.1.1. Overhead expenses, unforeseen contingencies				
		miscellaneous expenses [(A) * OCM%]	Р	- 1		
		B.1.2. Contractor's profit [(A) * P%]	P			
		SUB-TOTAL (B.1.)	Р		0.00	
	B.2.	Taxes				
		B.2.1. 12% VAT of [(A) + (B.1)]	P	0.00		
		B.2.2. Municipal Tax				
		(per Municipal Tax of Los Baños)	Р			
		SUB-TOTAL (B.2.)	Р		0.00	
		TOTAL B	Р			0.00

GRAND TOTAL	P	0.00
	(Amount in words)	

Submitted by:

(Name of Bidder)

(Date)

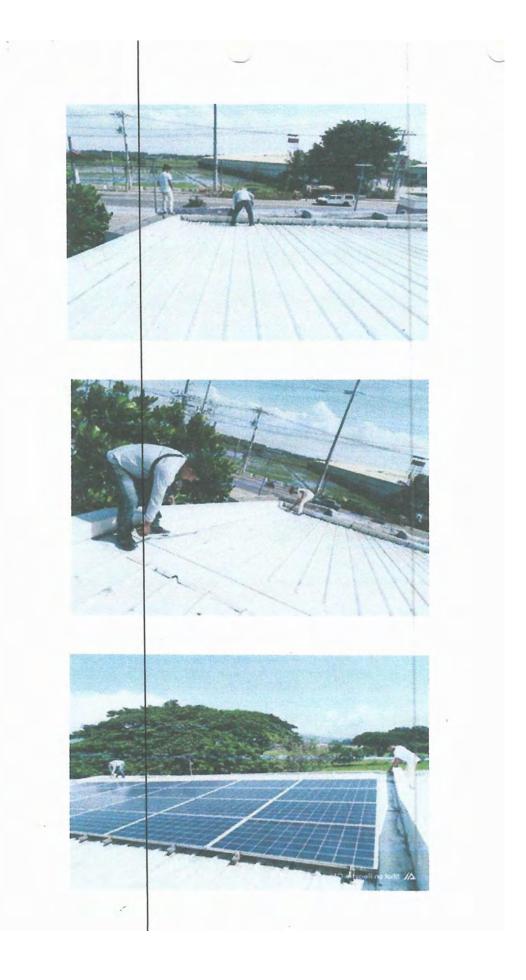
Legend:
-should be filled-up

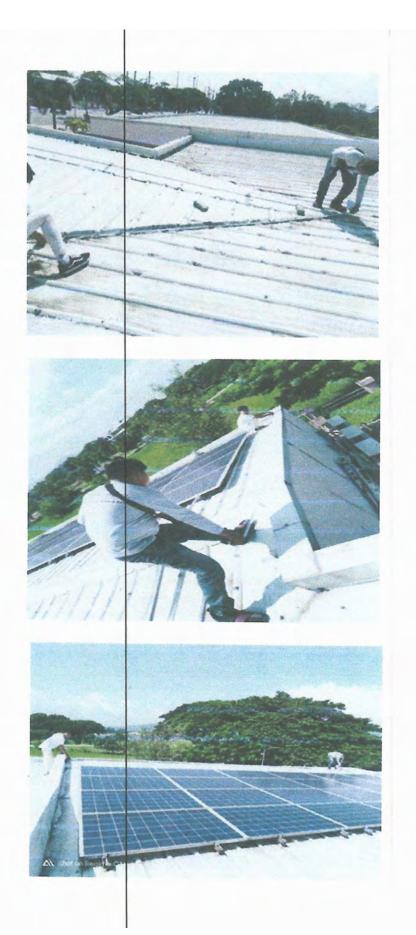
Pictures

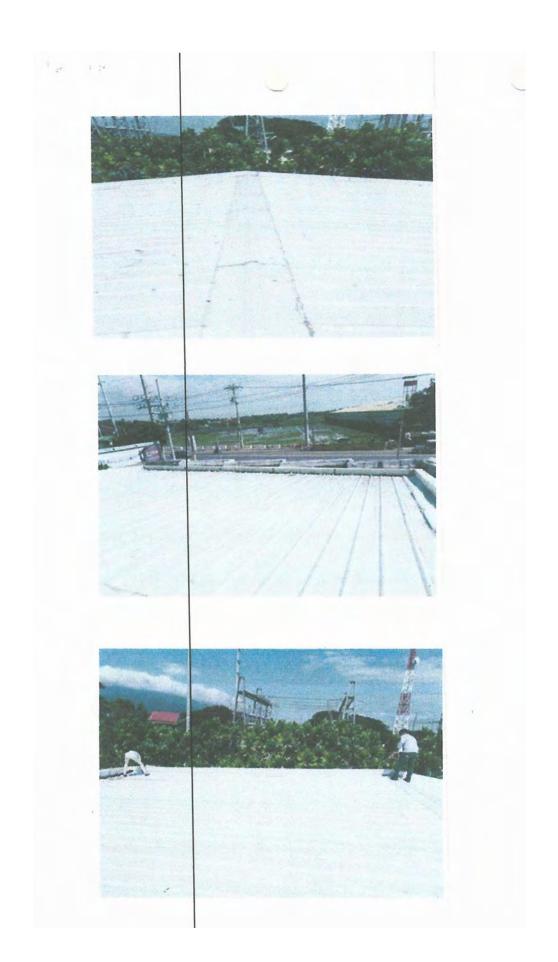
DIFFERENT LOCATIONS WITHIN THE COMMUNITY HUB BUILDING ROOFING AREA SHOWING ITS TYPICAL DETERIORATING PHYSICAL STATE WHICH REQUIRES THE TOTAL RESTRUCTURING/ IMPROVEMENT. THESE WERE OBSERVED AND SIMULTANEOUSLY MEASURED AND EVALUATED BY MY TINSMITH AND CONSTRUCTION WORKERS AND CERTIFIED/REPORTED BY THE UNDERSIGNED.

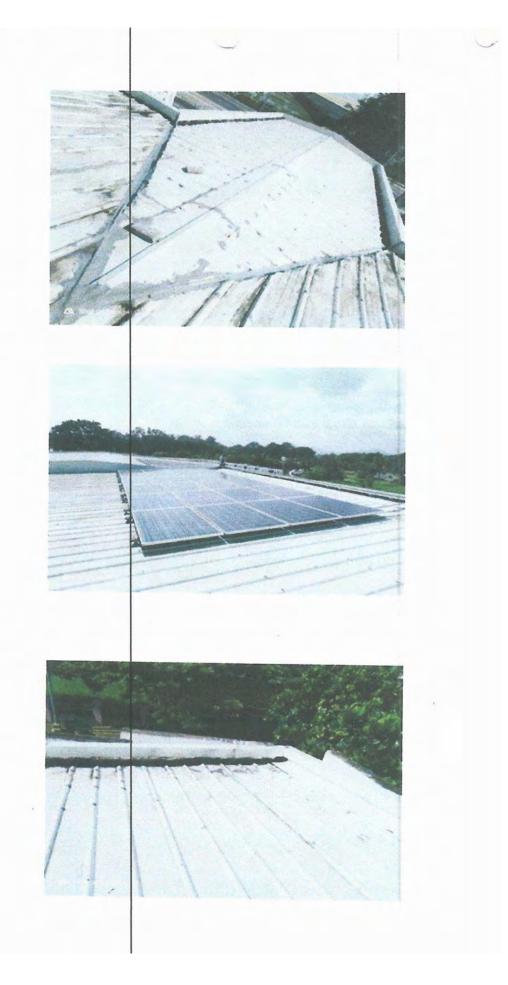
Reported by:

Edilberto B. Cacas Reg. Civil Engineer License # 0027448 and PTR No.: 6812929 Issued at: Los Baños, Laguna Issued on: 010719

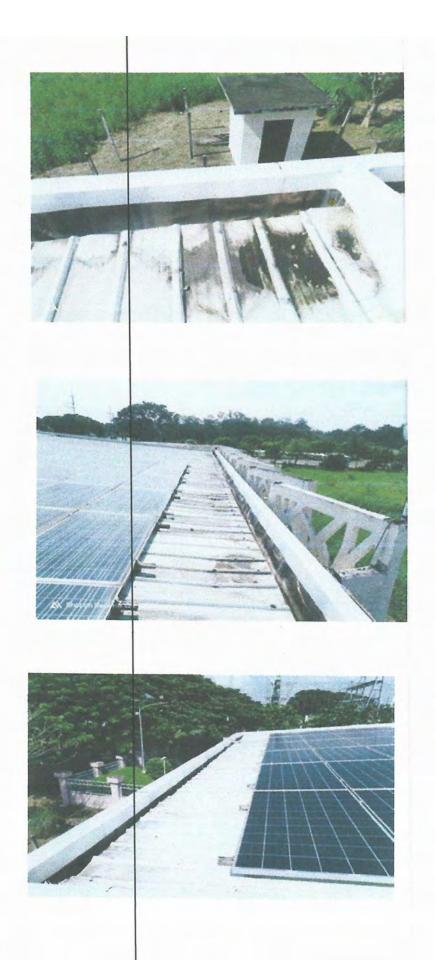


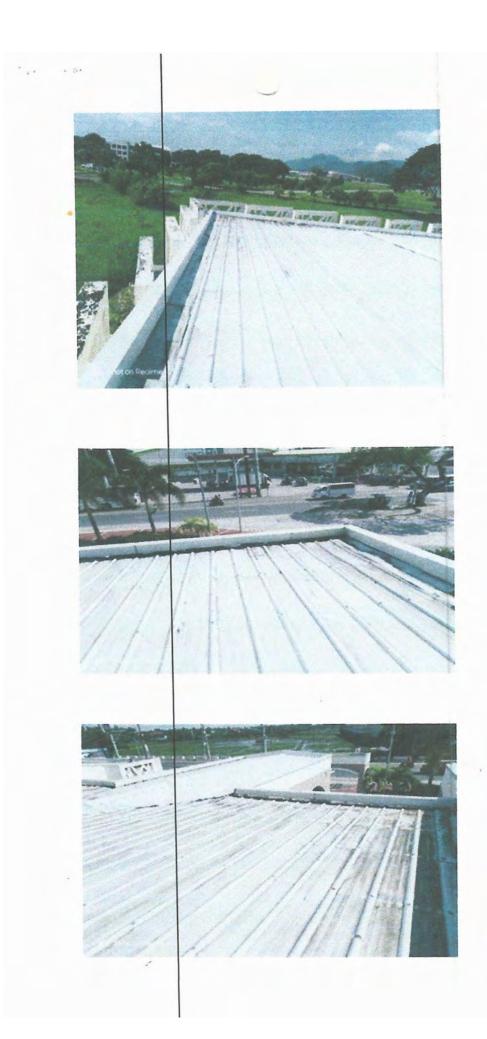


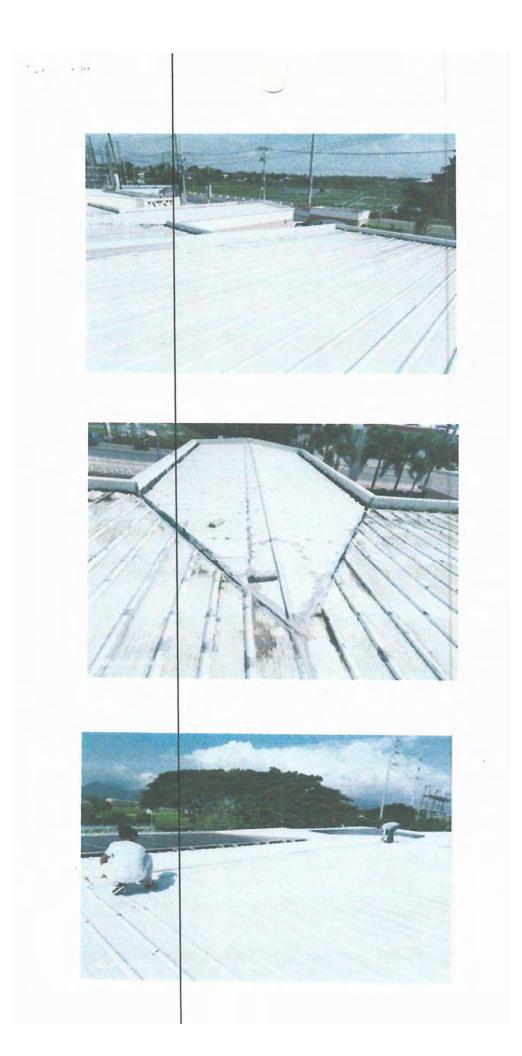


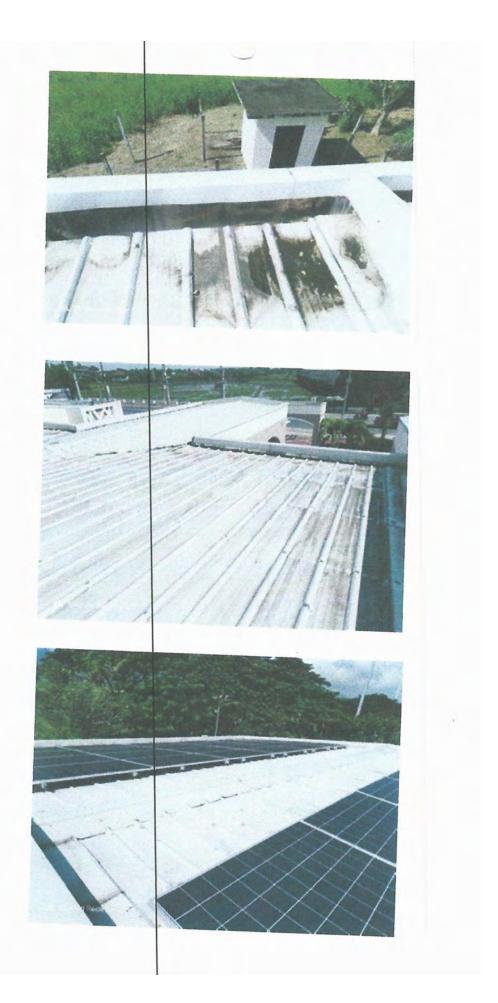












Section IX. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Do	Valid PhilGEPS Registration Certificate (Place accordance with Section 8.5.2 of the IRR;	latinum Membership) (all pages) in
<u>Technica</u>	Statement of the prospective bidder of all is contracts, including contracts awarded but no or not similar in nature and complexity to the Form No. 1); and	ot yet started, if any, whether similar
(c)	Statement of the bidder's Single Largest Co the contract to be bid, except under condit SLCC should be at least 50% of the ABC. (U"The prospective bidder must have comple contract to be bid, and whose value, adjust consumer price indices, must be at least for Provided however, That contractors under without similar experience on the contract to cost of such contract is not more than the (ARCC) of their registration based on the PCAB."and	tions provided under the rules. The JPOU BAC Form No. 2); eted an SLCC that is similar to the ted to current prices using the PSA fifty (50%) of the ABC to be bid: Small A and Small B categories be bid may be allowed to bid if the Allowable Range of Contract Cost
(d)	Special PCAB License in case of Joint Ventu	
(e)	and registration for the type and cost of the original copy of Bid Security. If in the for certification issued by the Insurance Commission	rm of a Surety Bond, submit also a
	Original copy of Notarized Bid Securing D 3); and	eclaration (UPOU BAC Form No.
(f)	Project Requirements, which shall include the a. Organizational chart for the contract to be be. Key personnel Letter Certificate to UPG be bid, with their complete qualificati (COE): Key Personnel 1. Project Architect/Engineer	be bid; OU to be assigned to the contract to
	2. Registered Electrical Engineer	Min. 5 yrs
	3. Safety Officer4. Foreman	Min. 5 yrs Min. 3 yrs

	c. List of contractor's major equipment units, which ar under purchase agreements, supported by proof of ov of availability of equipment from the equipment duration of the project, as the case may be; and	wnership or certification
	Equipment Number of U	Jnits
	Power Tools:	
	1. Electric Drill min. 2 uni	ts
	2. Grinder min. 2 uni	ts
(g)	Original duly signed Omnibus Sworn Statement (OSS) (4);	(UPOU BAC Form No.
	<u>and</u> if applicable, Original Notarized Secretary's Certific No. 5) in case of a corporation, partnership, or cooperat Power of Attorney (UPOU BAC Form No. 6) of all mem giving full power and authority to its officer to sign the represent the Bidder.	ive; or Original Special bers of the joint venture
Financial	al Documents	
(h)	The prospective bidder's computation of Net Financia (NFCC) (UPOU BAC Form No. 7).	l Contracting Capacity
	Class "B" Documents	
[] (i)	If applicable, duly signed joint venture agreement (JV RA No. 4566 and its IRR in case the joint venture is (UPOU BAC Form No. 8). or	
	duly notarized statements from all the potential joint vent they will enter into and abide by the provisions of the JVA bid is successful.	
II. FINANCI	CIAL COMPONENT ENVELOPE	
	Original of duly signed and accomplished Financial Bid Fonds No. 9); and	orm (UPOU BAC Form
Other doc	ocumentary requirements under RA No. 9184	
(k)	· ·	(DCEW); and
	Duly signed Summary of Breakdown of Total Lump Sur	·
(r)	, ,	

Notes:

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

- 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.
- c. eSignature of the authorized representative can be used for signing bid documents submitted online.

UPOU BAC Form No. 1

STATEMENT OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT **NOT YET STARTED**

Business Name Business Address	:									
	Data of	Duration of	a. Owner's Name		Contractor's Role		a. Total Contract Value at Award	% of Accompli	shme	Value of Outstanding Works
Name of Contract	Date of Contract	Duration of Contract	b. Address	Nature of Work	Description	%	b. Total Contract Value at Completion	Planned	Act	
			c. Telephone Nos.				c. Date of Completion	Taimed	ual	
Government										
<u>Private</u>										
·										
·							_			
									Tota	1 Cost

- Note: This statement shall be supported with:

 1. Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors

 Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory.
 - 2. Notice of Award and/or Notice to Proceed

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

UPOU BAC Form No. 2

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

Business Name Business Address	:			-						
			a. Owner's Name		Contractor's Ro	ole	a. Total Contract Value at Award	% o		Value of Outstanding Works
Name of Contract	Date of Contract	Duration of Contract	b. Address	Nature of Work	Description	%	b. Total Contract Value at Completion	Planned	Actual	
			c. Telephone Nos.				c. Date of Completion	Taimed	Actual	
Government										
Private										
		_	_						Total Co	st

- Note: This statement shall be supported with:
 1. Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory.

 2. Notice of Award and/or Notice to Proceed

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

Bid Securing Declaration Form

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

BID SECURING DECLARATION Project Identification: *ITB No. 22-05-004*

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree; [If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

IN WITNESS WHEREOF,	I have hereunto	set my h	nand this	day of	, 20	at	
Philippines.							

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

[Jurat]

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

SECRETARY'S CERTIFICATE

	l,		, a duly elected and qualified Corporate Secretary of
.1		, a corporation	duly organized and existing under and by virtue of the law of
the		, DO	HEREBY CERTIFY, that:
	I am fa	miliar with the facts herein certific	d and duly authorized to certify the same;
	At the i		rectors of the said Corporation duly convened and held on present and acting throughout, the following resolutions were
approve	d, and th		voked and amended in any way whatever and are in full force
		date hereof:	• •
	RESOI	LVED, that	be, as it hereby is, authorized to participate in the
			ged Portions of the Ceiling, including Dismantling and
			Tied System, of the UPOU Community Hub", Project n University and that if awarded the project shall enter into a
		E UP Open University; and in cor	
			rized and designated representatives of,
are gran	ted full	power and authority to do, execute	and perform any and all acts necessary and/or to represent
		in the bidding as fully	and effectively as the
		might do	if personally present with full power of substitution and
			ll that my said representative shall lawfully do or cause to be
done by	virtue n	ereoi;	
	RESOI	VED FURTHER THAT the	hereby authorizes its President to:
	(1)	execute a waiver of jurisdiction	hereby authorizes its President to: whereby the hereby submits itself to the
		jurisdiction of the Philippine gov	vernment and hereby waives its right to question the
		jurisdiction of the Philippine cou	ırts;
	/ - \		
	(2)		shall not seek and obtain writ of
			raining order against the AFP or any other agency in revent and restrain the bidding procedures related thereto, the
			ntract to a successful bidder, and the carrying out of the
		awarded contract.	intact to a successful bluder, and the earlying but of the
	WITNI	ESS the signature of the undersign	ed as such officer of the said this
		·	
			(Corporate Secretary)
			(Corporate Secretary)
		ACKN	OWLEDGMENT
	SUBSC	CRIBED AND SWORN to before	me this day of, 20 affiant exhibited
to me	his/her	Government Issued ID No	oissued on at
		, Philippines.	
			Notary Public
			Until 31 December 20
			PTR No
			Issued at: Issued on:
			TIN No.
Doc. No	o		
Page No)		
Book No	0		
Series of	f	<u>_</u> :	

SPECIAL POWER OF ATTORNEY

I,	, President of	, a
corporation incorporated un	der the laws of, President of	with its registered
office at	, by virtue of l	Board Resolution No.
dated	, has made, constituted and	appointed
true and lawful attorney, for	it and its name, place and stead, to do, execute a	and perform any and all
acts necessary and/or repres	ent in th	e bidding of
	as fully and effectively as corp	oration might do if
personally present with full	power of substitution and revocation and hereby	confirming all that said
representative shall lawfully	do or cause to be done by virtue hereof.	
	EREOF, I have hereunto set may hand this at	day of
		Affiant
Signed in the Presence of:		
	ACKNOWLEDGMENT	
	Metal (O WEED GIVIEI (1	
REPUBLIC OF THE PHILE QUEZON CITY	IPPINES))SS.	
	otary Public for and in Quezon City, Philipping, personally appeared:	nes, this day of
<u>NAME</u>	Government Issued ID NO. IS	SSUED AT/ON
known to me and known to	be the same person who executed the foregoing	g instrument consisting of
	ing the page whereon the acknowledgments is visit free and voluntary act and deed and that of the	
WITNESS MY HA	AND AND NOTARIAL SEAL, at the place an	d on the date first above
	Notary Public Until 31 December	
	PTR No	
	Issued at:	
	Issued on:	
	TIN No	
Doc. No		
Page No.		
Book No.		
Series of		

NET FINANCIAL CONTRACTING CAPACITY

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

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

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

NFCC = PhP

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

Submitted by:	
Name of Supplier / Distributor / Manufacture	er
Signature of Authorized Representative	

NOTE:

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

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT V legal age.	ENTURE AGREEMENT owner	is entered into by and between, of /proprietor of
and a resident of	(civil status)	/proprietor of
	- and	-
	, of legal age,	, owner/proprietor of (civil status)
facilitate the Joint Venture		neir manpower, equipment, and what is need to bility, Bidding and Undertaking of the here-under rsity.
NAME OF PROJECT	<u>C</u>	ONTRACT AMOUNT
That both parties and official Representative of perform any and all acts are effectively and the Joint Verevocation. THAT this Joint Verevocation are the performance of the performan	agree that the Joint Venture, and is greecessary and/or to represedenture may do and if person venture May do and if person venture Agreement shall references.	and/or shall be the ranted full power and authority to do, execute and ent the Joint Venture in the bidding as fully and onally present with full power of substitution and emain in effect only for the above stated Project of our Lord
	ACKNOWLE	
SUBSCRIBED AN to me his/her Governme, P	D SWORN to before me this ent Issued ID No	day of, 20affiant exhibited at
		Notary Public Until 31 December 20 PTR No Issued at: Issued on: TIN No
Doc. No Page No Book No Series of		

UPOU BAC Form No. 9 Revised 09/2020

FINANCIAL BID FORM

Date:	
Project Identification No.:	

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: [insert name of contract];
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: [insert information];
- d. The discounts offered and the methodology for their application are: [insert information];
- e. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines 12 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].

Name:
Legal Capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

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

CONSTRUCTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT

Submit Copy of the Organizational Chart that the Constructor intends to use to execute the Contract

if awarded to it. Indicate in the chart the names of the All Key Personnel for the Project.
Attach the required Proposed Organizational Chart for the Contract as stated above
Note: This organization chart should represent the "Constructor's Organization" required for the Project, and not the organizational chart of the entire firm.

CONTRACTOR'S LETTER-CERTIFICATE TO PROCURING ENTITY

[Date of Issuance]

(Address)

Dr. PRIMO G. GARCIA

Chair, Bids and Awards Committee (BAC) UP Open University UPOU Headquarters, Los Baños, Laguna

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

QUALIFICATION OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT

Designation:

Date: _____

Bidder's Nar Bidder's Add	me: dress:										
		Project Architect/ Engineer		Safety Officer	Foreman						
Name											
Address											
Date of Birth											
Employed Since											
Experience											
(a) Total Experience	Required										
(Years)	Actual										
(b) Experience in Similar Project	Required										
(Years)	Actual										
Previous Employment	t										
Education											
PRC Registration & L	license/										
Accreditation/ Certifi	cation										
(as required)											
Note: This for	m is applica	ble to all 1	equired Lis	st of Key P	Personnel for the Co	ontract to B	id				
Submitted by	/:				 						
	(F	Printed N	ame & Sio	mature)							

BIO-DATA OF KEY PERSONNEL

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

- Authorized Managing Officer / Representative	e	
- Sustained Technical Employee		
1. Name:		
2. Date of Birth:		
3. Nationality:		
4. Education and Degrees:		
5. Specialty:		
6. Registration:		
7. Length of Service with the Firm: Yea	r from (months)	(year)
	to (months)	(year)
8. Years of Experience:		
9. If Item 7 is less than ten (10) years, give nan ten (10)-year period (attached additional she	eet/s), if necessary:	
Name and Address of Employer	Length of	Service
	year(s) from	to
	year(s) from _	to
10. Experience:		
This should cover the past ten (10) years of show involvement of personnel in projects		
1. Name:		
2. Name and Address of Owner:		
3. Name and Address of the Owner's Engir	neer:	outout)
4. Indicate the Features of Project (particul interest connected with the project):	ars of the project compo	onents and any other particular
5. Contract Amount Expressed in Philippin	e Currency:	
6 Position:		

7. Structures for which the emplo	yee was responsible:	
8. Assignment Period: from: to	(months) (years) (years)	
Name and Signature of Employee	/Key Personnel	
It is hereby certified that the above awarded to our company.	e personnel can be assigned to this project, if the contract	t is
(Place and Date)	(Bidder's Authorized Representative)	

KEY PERSONNEL'S CERTIFICATE OF EMPLOYMENT

I hereby certify that (Name of Bidder) has engaged my services as (Designation) for (Name of

As (Designation), I supervised the following completed projects similar to the

[Date of Issuance]

Dr. PRIMO G. GARCIA Chair, Bids and Awards Committee (BAC) UP Open University UPOU Headquarters, Los Baños, Laguna Dear Sir: I am ____(Name of Nominee) ___ a licensed ___(profession) ___ with Professional License No. ____ issued on ___(date of issuance) ___ at ___(place of issuance) ___.

At present, I am supervising the following projects:

the Contract), if awarded to it.

Contract under bidding):

NAME OF PROJECT	OWNER	COST	DATE COMPLETED
	-		
	=		
			

NAME OF PROJECT	OWNER	COST	DATE COMPLETED

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

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

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

post of <u>(Designation)</u> therefor, if the contract is awarded do so will be a sufficient ground for my disqualification as <u>(Name of the Procuring Entity)</u> bidding or employment wi <u>(Name of the Procuring Entity)</u> .	(Designation) in	n any	
	(Signature)		
DRY SEAL			
Republic of the Philippines)			
SUBSCRIBED AND SWORN TO before me this _ exhibiting to me his Government Issued ID No	day of issued on	20 at	_ affiant
	Notary Public Until December 31,	20	
Doc. No; Page No; Book No; Series of;			

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

Bidder's Name:								
Bidder's Address:							1	
Description	Model/Year	Capacity/ Performance/Size	Plate No.	Motor No./ Body No.	Location	Condition	Proof of Ownership/ Lessor or Vendor	
A. Owned		-					1	
i. ii.								
ii.								
iii.								
iv.								
V.								
B. Leased						ı	ı	
i.								
ii.								
iii.								
iv.								
V.								
C. Under Purchas	e Agreements					1	ı	
i. ii.								
ii.								
iii.								
iv.								
List of minimum equ	aipment required for	r the Project:						
0.1								
Submitted by :	/D :	131 0 0:						
Designation :	(Printea	! Name & Signature)						
Date :								

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:

Equipment	Minimum Quantity	Available Quantity
Power Tools:	-	
1. Electric Drill	2	
2. Grinder	2	

Certified Correct:
Signature Over Printed Name

CASH FLOW BY QUARTER AND PAYMENT SCHEDULE

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

SUBMITTED BY:
Name of Bidder
Printed Name and Signature of Authorized Managing Officer)
Date

Sealing and Marking of Bids:

Option 1: Submission of hard copies to the BAC Secretariat Address:

PROCEDURE:

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

REPLACEMENT OF THE ROOF AND DAMAGED PORTIONS OF THE CEILING, INCLUDING DISMANTLING AND REINSTALLATION OF THE ROOF-MOUNTED SOLAR GRID TIED SYSTEM, OF THE UPOU COMMUNITY HUB – TECHNICAL COMPONENT

[NAME AND ADDRESS OF THE BIDDERS] BIDS AND AWARDS COMMITTEE SECRETARIAT UP OPEN UNIVERSITY UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA REFERENCE NO. ITB No. 22-05-004 "DO NOT OPEN BEFORE 15 June 2022, 3:45 PM"

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

REPLACEMENT OF THE ROOF AND DAMAGED PORTIONS OF THE CEILING, INCLUDING DISMANTLING AND REINSTALLATION OF THE ROOF-MOUNTED SOLAR GRID TIED SYSTEM, OF THE UPOU COMMUNITY HUB – FINANCIAL COMPONENT

[NAME AND ADDRESS OF THE BIDDERS] BIDS AND AWARDS COMMITTEE SECRETARIAT UP OPEN UNIVERSITY UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA REFERENCE NO. ITB No. 22-05-004 "DO NOT OPEN BEFORE 15 June 2022, 3:45 PM"

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

REPLACEMENT OF THE ROOF AND DAMAGED PORTIONS OF THE CEILING, INCLUDING DISMANTLING AND REINSTALLATION OF THE ROOF-MOUNTED SOLAR GRID TIED SYSTEM, OF THE UPOU COMMUNITY HUB

[NAME AND ADDRESS OF THE BIDDERS] BIDS AND AWARDS COMMITTEE SECRETARIAT UP OPEN UNIVERSITY UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA REFERENCE NO. ITB No. 22-05-004 "DO NOT OPEN BEFORE 15 June 2022, 3:45 PM"

Option 2: Online Submission using this link: https://forms.gle/iCzFHtUDctht6deF9

PROCEDURE:

1. All bid documents should be in archive compression and password-protected portable document format (PDF). Bidders should not disclose their password to anyone except during the actual Opening of Bids. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

Filename of the archive compression and password-protected portable document format (PDF) should strictly follow the following format:

a. For Technical Component:

Bidder's name Technical Component ITB No. 22-05-004 (e.g. ABCD Company Technical Component ITB No. 22-05-004)

b. For Financial Component:

Bidder's name Financial Component ITB No. 22-05-004 (e.g. ABCD Company Financial Component ITB 22-05-004)

- 2. Submit the compressed password-protected bids in the assigned online submission site provided for by the UPOU Bids and Awards Committee on or before the set deadline. You will receive a notification of the receipt of your submission.
- 3. During the Opening of Bids which will be conducted at UP Open University Headquarters and via videoconferencing or any approved means, each bidder upon instruction of the BAC -- will disclose their password which in turn will be used by BAC to access the former's bid as submitted on the set deadline and the bids will be read and evaluated for their completeness.
- **4.** Failure to follow the required specifications of the electronic documents will automatically disqualify the bidder.

