



**UNIVERSITY OF THE PHILIPPINES
OPEN UNIVERSITY**

BIDDING DOCUMENTS

for

**Preventive maintenance of
Airconditioning Units from January
to December 2023**

September 2022

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UNIVERSITY OF THE PHILIPPINES
OPEN UNIVERSITY

Section I. Invitation to Bid for

Preventive maintenance of Airconditioning Units from January to December 2023

The UP Open University, through the Government of the Philippines (GOP) General Appropriations Act of 2023 intends to apply the sum of Six Hundred Thousand Pesos (PhP 600,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for **“Preventive maintenance of Airconditioning Units from January to December 2023”** (ITB No. 22-09-001). Bids received in excess of the approved budget for the contract (ABC) shall be automatically rejected at bid opening.

The UPOU now invites bids for the above Procurement Project. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

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

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

Prospective Bidders may obtain further information from the BAC Secretariat and inspect the bidding documents at the address given below from 8:00 AM to 5:00 PM, Monday to Friday.

A complete set of Bidding Documents may be acquired by interested bidders from the address below and upon payment of the applicable fee pursuant to the latest Guidelines issued by the GPPB in the amount of **Six Hundred Pesos (PhP 600.00)**. 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 **22 September 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 **on or before 4 October 2022, 12:00 PM.**

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

Bid opening shall be **on 4 October 2022, 1:30 PM** at the given address below and/or via video conferencing or any other means. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Late bids shall not be accepted.

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 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>

8 September 2022

(SGD) **Dr. PRIMO G. GARCIA**

Chair

Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *UPOU* wishes to receive Bids for the **Preventive maintenance of Airconditioning Units from January to December 2023**, with identification number ITB No. 22-09-001.

The Procurement Project (referred to herein as “Project”) is composed of *several items*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below in the amount of PhP600,000.00.

2.2. The source of funding is General Appropriations Act of 2023.

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 Manuals 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 **IB** 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 verified and accepted the general requirements of this Project, including 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, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, 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. Foreign ownership limited to those allowed under the rules may participate.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of 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, subject to Domestic Preference requirements under **ITB** Clause 18.

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 twenty percent (20%) 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 Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults and negligence of any subcontractors, its agents, servants, or workmen as fully as if there were the Supplier's own acts, defaults, or negligence, or those of its agents, servant, 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. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **5 years** prior to the deadline for the submission and receipt of bids.
- 10.3. 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. Similar to the required authentication above, 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.

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. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. 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. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the 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.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. 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**.
- 14.2. 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.

15. 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 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.

16. Deadline for Submission of Bids

- 16.1. 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**.

17. Opening and Preliminary Examination of Bids

- 17.1. 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.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. 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

- 21.1. 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 | |
|-------------------|---|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Preventive maintenance of airconditioning units. b. completed within five (5) years prior to the deadline for the submission and receipt of bids. |
| 7.1 | <i>No additional requirement.</i> |
| 12 | The price of the Goods shall be quoted DDP <i>at UP Open University Headquarters</i> , or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than ₱12,000.00 [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱30,000.00 [(5%) of ABC] if bid security is in Surety Bond. |
| 19.3 | <i>No additional requirement.</i> |
| 20.2 | <p>(a) Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</p> <p>(b) Current year's Mayor's Permit</p> <p>(c) UP System Questionnaire</p> <p>(d) Other appropriate valid licenses and permits required by law, if applicable</p> |
| 21.2 | <i>No additional requirement.</i> |

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.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to 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 of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

Section V. Special Conditions of Contract

| GCC Clause | |
|-------------------|---|
| 1 | None. |
| 2.2 | The terms of payment shall be on quarterly billing based on the actual number of units serviced for the period. |
| 4 | None. |

Section VI. Schedule of Requirements

The delivery schedule expressed as days/weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

| Item Number | Description | Quantity | Total | Delivery Period. days upon receipt of Notice to Proceed and Purchase Order |
|--------------------|--|-----------------|--------------|---|
| 1 | <i>Preventive maintenance of Airconditioning Units from January to December 2023</i> | 1 lot | | 12 months or 1 year |
| | | | | |
| | | | | |
| | | | | |

Section VII. Technical Specifications

| Item | Specification | | | | Statement of Compliance |
|---|---|------------------|-----------|-----------------|-------------------------|
| 1 | I. The total number of Aircon Units included in the contract are One Hundred Thirty-Eight (138) airconditioning units located in the UPOU offices in the Central Administration Building and UPOU offices in UP Diliman (the "Aircons"). | | | | |
| | <i>UPOU reserves the right to reduce and/or add the number of airconditioning units subject to repeat order limit (25% of the total).</i> | | | | |
| | | Los Banos | TOTAL ACU | Diliman | TOTAL ACU |
| | Basic | Wall mounted | 22 | Ceiling mounted | 6 |
| | | Ceiling mounted | 16 | Floor mounted | 10 |
| | | Floor mounted | 10 | | |
| | | Window type | 21 | | |
| | | Concealed ducted | 1 | | |
| | Inverter | Wall mounted | 20 | Wall mounted | 3 |
| | | Ceiling mounted | 20 | | |
| | | Floor mounted | 7 | | |
| | | Concealed ducted | 2 | | |
| | II. SCOPE OF WORK | | | | |
| The CONTRACTOR’s services consisting of the performance of quarterly and on-call check-ups and servicing all aircon units of UP Open University installed in Los Banos and Diliman shall be inclusive of all labor, tools and testing equipment and transport necessary and pertinent to constantly maintain the Aircons in serviceable condition throughout the contract period. | | | | | |

| | | |
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| | <p>A. SPECIFIC TASKS</p> <p>Preventive maintenance inspection shall be scheduled quarterly and performed as specified below:</p> <ol style="list-style-type: none"> 1. Cleaning of condenser and evaporator fins with a pressure washer and aluminum cleaner. 2. Relubrication/replacement of fan motor bearings. (Labor only) 3. Check up on the work condition of all electrical components. 4. Check up on the noise levels of both indoor and outdoor units. 5. Check up on all system's freon level and topping up with R22 should the need arise. 6. Cleaning of indoor units including return air filter, cooling fins, and check-up of fan motor. 7. Cleaning of outdoor units, tightening of fan motor bolt to the base. 8. Check up on the compressor's load current. 9. Replacement of all worn-out bearings of fan motor units. (Labor only) 10. Cleaning of blower wheels of all units. 11. Testing of work performance of all units. 12. Other activities not stated but necessary in the ACU maintenance/cleaning. 13. Labor services. <p>Note: The Standard Operating Procedure (SOP) of the CONTRACTOR on cleaning each evaporator coil should be done with pressurized Nitrogen Gas apart from a pressure washer to ensure a dirt-free system.</p> <p>Warranty:</p> <p>Any parts and components provided by the CONTRACTOR should be warranted against abnormalities in workmanship and materials within a 90-day period after the date on which the respective part or component was installed.</p> | |
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B. EXCLUSIONS

Unless due to its fault or negligence, the CONTRACTOR'S services under this Agreement does not include:

1. The cost of materials, spare parts, and fabrication jobs used or needed in either major or minor repairs unless due to their fault and negligence.
2. Other major/minor trouble that includes the following:
 - (i) Repair of a leak in the sealed refrigerant system;
 - (ii) Replacement components such as compressor, fan motors, filter drier, expansion valve, thermostat switches, safety devices, and other related materials, and
 - (iii) Replacement of Freon (R-22).

All part(s) furnished and installed by the CONTRACTOR, if any, shall be genuine replacement part(s) recognized by the equipment manufacturer as equal to or exceeding the quality of the part(s) that were incorporated into the Aircons on the date of its manufacture. The CONTRACTOR shall at all times ensure that parts suitable for reuse shall be used before resorting to new parts.

The services enumerated under the exclusions shall be subject to a different charge which shall first be agreed upon by the parties, should UPOU request the CONTRACTOR to provide the said services.

III. Hours of Operation

The CONTRACTOR shall render maintenance and on-call services to UPOU during office hours from 9:00am to 5:00 pm, Mondays to Fridays, or during Saturdays and Sundays upon the request of the end-user.

IV. Personnel

1. The CONTRACTOR's technicians, while on service calls, shall at all times wear proper uniforms and exhibit an identification card, with both the company and employee's name clearly shown thereon.
2. The contractor shall submit the list of regular technicians who will be performing the preventive maintenance services in U POU. No substitutes or Trainee shall be allowed to perform the preventive maintenance at UPOU.
3. There shall strictly be no employer-employee relationship between UPOU and the CONTRACTOR's technicians, employees, agents, representatives, and other personnel,

| | | |
|--|--|--|
| | <p>whether or not directly or indirectly assigned to perform the maintenance services agreed upon herein.</p> <p>V. Quality of Workmanship</p> <ol style="list-style-type: none"> 1. In performing the services hereunder, the CONTRACTOR shall strictly follow the maintenance instructions of the equipment manufacturer as published in maintenance manuals. 2. The CONTRACTOR's personnel shall not leave equipment in a partially disassembled condition pending full repair when responding to a service call. 3. Poor quality workmanship and/or replacement parts or improvements or failure to render repair services to the satisfaction of the end-user of the particular office being serviced, despite notice to the CONTRACTOR shall constitute grounds for breach of this contract. | |
|--|--|--|

Notes: *Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.*

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (**all pages**) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (UPOU BAC FORM No. 1); and
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (UPOU BAC FORM No. 2). The SLCC should be at least 50% of the ABC;
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
- or**
Original copy of Notarized Bid Securing Declaration (UPOU BAC FORM No. 3);
- ☐ (e) Conformity with the Technical Specifications, Bidders must state under Statement of Compliance either “Comply” or “Not Comply” against each of the individual parameters of each specification (UPOU BAC FORM No. 4)
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) (UPOU BAC FORM No. 5);
and if applicable, Original Notarized Secretary’s Certificate (UPOU BAC FORM No. 6) in case of a corporation, partnership, or cooperative; **or** Original Special Power of Attorney (UPOU BAC FORM No. 7) of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder; and

Financial Documents

- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) (UPOU BAC FORM No. 8);
- or**
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- ☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence. (UPOU BAC FORM No. 9)
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form (UPOU BAC FORM No. 10); **and**
☐ (b) Original of duly signed and accomplished Price Schedule(s) (UPOU BAC FORM No. 11a and/or 11b);.

Notes:

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

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
 - b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.
- This checklist is only a guide to the prospective bidder/s. Each prospective bidder shall take the responsibility to ensure the completeness of its submission after taking the steps to carefully examine all of the Bidding Documents and its amendments.
 - All photocopied documents should be marked “certified true copy of the original” with corresponding signature of authorized representative or official of the prospective bidder/s.
 - Bidders should follow the sequence of items in the checklist of documents for submission and to use tabs to facilitate the inspection process.
 - eSignature of authorized representative can be used for signing bid documents submitted online.
 - For online submission of bids, use different passwords for the technical and financial documents.

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

Business Name : _____
Business Address : _____

| Name of Contract | Date of Contract | Contract Duration | Owner’s Name and Address | Kinds of Goods | Amount of Contract | Value of Outstanding Contracts | Date of Delivery |
|-------------------|------------------|-------------------|--------------------------|----------------|--------------------|--------------------------------|------------------|
| <u>Government</u> | | | | | | | |
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| <u>Private</u> | | | | | | | |
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Note: This statement shall be supported with any of the following:
1. End user’s acceptance or official receipt(s) issued for the contract, if completed; or
2. Notice of Award and/or Contract

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

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

Business Name : _____

Business Address : _____

| Name of Contract | Date of Contract | Contract Duration | Owner's Name and Address | Kinds of Goods | Amount of Completed Contract | Date of Delivery |
|-------------------|------------------|-------------------|--------------------------|----------------|------------------------------|------------------|
| <u>Government</u> | | | | | | |
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| <u>Private</u> | | | | | | |
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Note: This statement shall be supported with any of the following:

1. End user's acceptance or official receipt(s) issued for the contract, if completed; or
2. Notice of Award and/or Contract

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. 22-09-001**

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

SECRETARY'S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding for "**Preventive maintenance of Airconditioning Units from January to December 2023**", Project Identification ITB No. 22-09-001 by the **UP Open University** and that if awarded the project shall enter into a contract with the **UP Open University**; and in connection therewith hereby appoint _____, acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the _____ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____.

(Corporate Secretary)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____ affiant exhibited to me his/her Government Issued ID No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

SPECIAL POWER OF ATTORNEY

I, _____, President of _____, a corporation incorporated under the laws of _____ with its registered office at _____, by virtue of Board Resolution No. _____ dated _____, has made, constituted and appointed _____ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent _____ in the bidding of _____ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

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

Affiant

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____, 20____, personally appeared:

| <u>NAME</u> | <u>Government Issued ID NO.</u> | <u>ISSUED AT/ON</u> |
|-------------|---------------------------------|---------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

NET FINANCIAL CONTRACTING CAPACITY

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

Signature of Authorized Representative

Date : _____

NOTE:

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

JOINT VENTURE AGREEMENT

UPOU BAC Form No. 9

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between _____, of legal age, _____ owner/proprietor of _____ (civil status) and a resident of _____.

- and -

_____, of legal age, _____, owner/proprietor of _____ (civil status) _____ a resident of _____.

THAT both parties agree to join together their manpower, equipment, and what is need to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the UP Open University.

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Done this _____ day of _____, in the year of our Lord _____.

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____ affiant exhibited to me his/her Government Issued ID No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

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, offer the *Preventive maintenance of Airconditioning Units from January to December 2023* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. 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 or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| Name and address of agent | Amount and Purpose of Commission or gratuity |
|---------------------------|--|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(if none, state "None") /

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

| 1 Item | 2 Description | 3 Country of origin | 4 Quantity | 5 Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination) | 6 Total CIF or CIP price per item (col. 4 x 5) | 7 Unit Price Delivered Duty Unpaid (DDU) | 8 Unit price Delivered Duty Paid (DDP) | 9 Total Price delivered DDP (col 4 x 8) |
|-----------|---|------------------------------|---------------|---|--|---|---|--|
| 1 | Preventive Maintenance of Airconditioning Units from January to December 2023 | | 1 lot | | | | | |
| | | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|---|-------------------|----------|-------------------------|---|--|--|--|--|
| Item | Description | Country of origin | Quantity | Unit price EXW per item | Transportation and all other costs incidental to delivery, per item | Sales and other taxes payable if Contract is awarded, per item | Cost of Incidental Services, if applicable, per item | Total Price, per unit (col 5+6+7+8) | Total Price delivered Final Destination (col 9) x (col 4) |
| 1 | Preventive Maintenance of Airconditioning Units from January to December 2023 | | 1 lot | | | | | | |
| | | | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

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:

PREVENTIVE MAINTENANCE OF AIRCONDITIONING UNITS FROM JANUARY TO
DECEMBER 2023 – TECHNICAL COMPONENTS

[NAME AND ADDRESS OF THE BIDDERS]
BIDS AND AWARDS COMMITTEE SECRETARIAT
UP OPEN UNIVERSITY
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA
REFERENCE NO. ITB No. 22-09-001
“DO NOT OPEN BEFORE 4 October 2022, 1:30 PM”

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

PREVENTIVE MAINTENANCE OF AIRCONDITIONING UNITS FROM JANUARY TO
DECEMBER 2023 – FINANCIAL COMPONENTS

[NAME AND ADDRESS OF THE BIDDERS]
BIDS AND AWARDS COMMITTEE SECRETARIAT
UP OPEN UNIVERSITY
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA
REFERENCE NO. ITB No. 22-09-001
“DO NOT OPEN BEFORE 4 October 2022, 1:30 PM”

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

PREVENTIVE MAINTENANCE OF AIRCONDITIONING UNITS FROM JANUARY TO
DECEMBER 2023

[NAME AND ADDRESS OF THE BIDDERS]
BIDS AND AWARDS COMMITTEE SECRETARIAT
UP OPEN UNIVERSITY
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA
REFERENCE NO. ITB No. 22-09-001
“DO NOT OPEN BEFORE 4 October 2022, 1:30 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. 22-09-001

(e.g. ABCD Company Technical Component ITB No. 22-09-001)

b. ***For Financial Component:***

Bidder's name Financial Component ITB No. 22-09-001

(e.g. ABCD Company Financial Component ITB No. 22-09-001)

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. Use different passwords for the technical and financial documents. 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.

