PHILIPPINE BIDDING DOCUMENTS

Repair and Maintenance of School Building in URS Taytay Campus URS-25-32-052

Government of the Republic of the Philippines

UNIVERSITY OF RIZAL SYSTEM



Sixth Edition July 2020

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

- **BIR** Bureau of Internal Revenue.
- **BSP** Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines **UNIVERSITY OF RIZAL SYSTEM** Province of Rizal www.urs.edu.ph Email Address: <u>spmo@urs.edu.ph</u> Tel/Fax: 8653-2860



Invitation to Bid for the Repair and Maintenance of School Building in URS Taytay Campus

- 1. The University of Rizal System, through the fund 052 of 2025 intends to apply the sum of Two Million Five Hundred Thousand Pesos (₱2,500,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the Repair and Maintenance of School Building in URS Taytay Campus URS-25-32-052. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The **University of Rizal System** now invites bids for the above Procurement Project. Completion of the Works is required **Ninety (90) 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).
- 3. Bidding will be conducted through open competitive bidding procedures using nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Interested bidders may obtain further information from University of Rizal System and inspect the Bidding Documents at the address given below from Monday to Thursday, 7:00 AM to 6:00 PM.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on **May 15**, **2025** from given address and website/s 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 **Five Thousand Pesos** (**5**,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
- The University of Rizal System will hold a Pre-Bid Conference¹ on May 23, 2025 at 1:30 PM at BAC Conference Room, URS Morong Campus, Morong, Rizal, and via Google Meet Conference which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **1:00 PM of June 4, 2025**. Late submission shall not be accepted.

May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
- 9. Bid opening shall be on June 4, 2025, 1:30 PM at BAC Conference Room, URS Morong Campus, J. Sumulong St., Brgy San Juan, Morong, Rizal and broadcast online via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The **University of Rizal System** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

BAC Secretariat URS Morong Campus, J. Sumulong St., Brgy San Juan, Morong, Rizal Tel. No. (02)8539-9950 to 9956 loc 125 Email: <u>bacsecretariat@urs.edu.ph</u>

12. You may visit the following websites:

For downloading of Bidding Documents: http://www.urs.edu.ph/bid-opportunities/

May 15, 2025

ARIEL M. PLANTILLA, DBA Chairperson, Bids and Awards Committee

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **University of Rizal System** Invites Bids for the **Repair and Maintenance of School Bulding in URS Taytay Campust**, with Project Identification Number **URS-25-32-052**.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **fund 052 of 2025** in the amount of **Two Million Five Hundred Thousand Pesos Only** (₱2,500,000.00)
- 2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

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 from 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.
- 5.3. 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**.
- 5.4. 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.
- 5.5. 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.

- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding , state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

7.3. 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 {*[insert if applicable]* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies`

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

Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **October 2, 2025**. 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 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Notes on the Bid Data Sheet (BDS)

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

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

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

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

ITB Clause For this purpose, contracts similar to the Project refer to contracts which have 5.2 the same major categories of work, which shall be: **Repair and Maintenance of School Building and Similar Structures** 7.1 Sub-contracting is not allowed 10.3 N/A 10.4 The key personnel must meet the required minimum years of experience set below: Key Personnel General Experience/Relevant Experience Project In-Responsible for the day-to-day supervision and implementation of the repair and maintenance works. Must be a duly licensed Civil Engineer of Architect, with a valid Charge Professional Regulation Commission (PRC) license. Must have at least five (5) years of proven experience in the field of construction, repair, and maintenance works directly related to the scope of the project. Must be physically present and available on-site during the duration of the project to oversee and coordinate activities, address issues, and report to the implementing agency or project owner as necessary. Registered Supervise and ensure the proper execution of all electrical works included in the Electrical project. Must be a Registered Electrical Engineer with a valid and active license Engineer issued by the Professional Regulation Commission (PRC). Must have at least three (3) years of work experience directly related to electrical system installation, repair, upgrading, or maintenance in construction projects of similar scope and complexity. Must be well-versed in the implementation of the Philippine Electrical Code (PEC) and other applicable laws, standards, and safety regulations governing electrical works. Shall be on-site as needed or as necessary during critical stages of project implementation, including inspections, testing, coordination, and resolution of electrical issues. Registered Assist in the supervision and implementation of electrical works covered by the Master project. Must be a Registered Master Electrician with a valid and active license issued Electrician by the Professional Regulation Commission (PRC), in accordance with Republic Act No. 7920 (New Electrical Engineering Law). Must have at least three (3) years of practical experience in electrical installations, repairs, and maintenance, specifically related to the scope of the project. Must hold a valid National Certificate II (NC II) in Electrical Installation and Maintenance issued by the Technical Education and Skills Development Authority (TESDA). Must be present on-site as required to directly oversee the execution of electrical tasks, coordinate with the Electrical Engineer, and ensure compliance with technical and safety specifications. Civil Works Directly supervise and coordinate the execution of civil and architectural works on-Foreman site. Must have at least three (3) years of hands-on experience in supervising civil works such as masonry, concrete works, and finishing works in construction project similar in nature and scope. Must possess a valid National Certificate II (NC II) issued by the Technical Education and Skills Development Authority (TESDA) in a trade relevant to the scope of the project (e.g., Carpentry, Masonry, Construction Painting, or similar). Must be physically present at the job site full-time to monitor daily work activities, resolve issues, and implement instructions from the project in-charge.

Bid Data Sheet

	2(SO2) requirements a least three (3) health program duly recognize Employment (Construction C DOLE-accredi time to monito ensure strict ad 2 may also be	Responsible for ensuring that all safety protocols, health standards, and regulatory requirements are strictly implemented and followed at the project site. Must have at least three (3) years of experience in the implementation of occupational safety and health programs in construction projects similar in scope and complexity. Must be a duly recognized Safety Officer 2 in accordance with the Department of Labor and Employment (DOLE) Department Order No. 198-18, and must possess a valid Construction Occupational Safety and Health (COSH) training certificate issued by a DOLE-accredited training organization. Must be physically present at the job site full-time to monitor daily construction activities, conduct regular safety inspections, and ensure strict adherence to all safety and health protocols. The role of the Safety Officer 2 may also be performed by the assigned Project In-Charge, provided that he or she meets all the qualifications and certifications required under this provision.		
10.5	The minimum major equip	oment requirements are the	following:	
	EQUIPMENT	CAPACITY	NO. OF UNITS	
	Hydraulic Pressure Test Pump w/ Pressure Gauge	200 Psi	At least 1 unit	
	Insulation Resistance Tester	1000 Volts	At least 1 unit	
	Multi Tester w/ Clamp Meter	1000 Volts	At least 1 unit	
	Demolition Hammer	1500 W to 2000W	At least 1 unit	
12	N/A			
15.1	 The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than ₱50,000.00, 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 P125,000.00 if bid security is in Surety Bond.			
19.2	Partial bids are not allowed.			
20	None required.			
21	2. 1 3. 0 4. 1 5. 0	Construction schedule and Manpower schedule, Construction methods, Equipment utilization sche Construction safety and l acceptable tools of project	edule, health program and other	

Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

4. The Contractor's Obligations

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

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

5. **Performance Security**

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC.**

15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
2	[If different dates are specified for completion of the Works by section, i.e. "sectional completion," these dates should be listed here.]
4.1	[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i>
7.2	[Select one, delete the other.]
	[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years.
	[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:] Five (5) years.
10	[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:] Two (2) years.
10	 [Select one, delete the other:] a. Dayworks are applicable at the rate shown in the Contractor's original Bid. b. No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>[insert number]</i> 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 [<i>insert amount</i>].
13	The amount of the advance payment is [insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment].
14	[<i>If allowed by the Procuring Entity, state:</i>] Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is [date].

	The date by which "as built" drawings are required is [date].
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 <i>[amount in local currency]</i> .

Section VI. Specifications

Notes on Specifications

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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



Republic of the Philippines UNIVERSITY OF RIZAL SYSTEM Province of Rizal

TERMS OF REFERENCE

FOR THE

FOR THE REPAIR AND MAINTENANCE OF SCHOOL BUILDING IN

URS TAYTAY FOR THE COLLEGE OF MEDICINE

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TERMS OF REFERENCE

FOR THE

REPAIR AND MAINTENANCE OF SCHOOL BUILDING IN URS TAYTAY CAMPUS FOR THE COLLEGE OF MEDICINE

1. INTRODUCTION

University of Rizal System (URS) Taytay Campus

Location:

The structure is situated within the premises of the University of Rizal System Taytay Campus, Rizal Province, Philippines.

The repair and maintenance of the school building with two floors (third and fourth floor) designated for the College of Medicine aim to enhance its structural integrity, functionality, and overall suitability for academic use. As the institution prepares to accommodate medical students, faculty, and staff, it is imperative to ensure that the facility meets the necessary standards for safety, comfort, and efficiency.

This project focuses on upgrading essential building components, and implementing improvements that align with the requirements of a medical education environment. The repair and maintenance activities will be carried out in accordance with established building codes and best practices to create a conducive learning space that supports the rigorous academic and practical training needs of the College of Medicine.

The Approved Budget for the Contract (ABC) for this project is **Two Million Five Hundred Thousand Pesos (₱2,500,000.00)**, covering all necessary works to achieve the required minimum performance standards and specifications. By ensuring a well-maintained, durable, and optimized facility, this initiative aims to foster excellence in medical education and research while prioritizing the safety and well-being of its occupants.

2. OBJECTIVE:

The primary objective of this project is to undertake the necessary repair and maintenance works on the third and fourth floors of the school building to enhance its functionality and suitability for the College of Medicine.

The third floor, which is currently utilized for mixed academic purposes such as a library and computer laboratory, will be improved and repurposed to accommodate offices and laboratories that will support administrative and academic functions. The fourth floor, which is presently designated as classrooms, will be upgraded to serve as medical laboratories and classrooms essential for the training and education of medical students.

This project aims to provide a structurally sound, well-equipped, and optimized environment that meets the standards necessary for medical education while ensuring the safety, comfort, and efficiency of its future occupants.

3. SCOPE OF THE PROJECT

The scope of works for the repair and maintenance of the school building intended for the College of Medicine shall cover various civil and electrical activities necessary to prepare and improve the third and fourth floors for their intended use. The detailed scope includes the following:

3.1 Demolition and Disposal Works

- **3.1.1 Dismantling and Isolation of Electrical Lines**: Safe disconnection and isolation of existing electrical lines at the third and fourth floors to allow for the commencement of repair and renovation activities. This includes tagging and securing of live wires in accordance with safety standards.
- **3.1.2** Removal of Ceiling at the Fourth Floor Proposed Anatomy Room: Careful removal of existing ceiling materials in the designated area to allow for modifications and installation of appropriate ceiling finishes suitable for laboratory use.
- **3.1.3** Removal of Floor Tiles at the Third Floor: Dismantling of existing toilet tiles to prepare the surface for new flooring installation appropriate for laboratory and office use.
- **3.1.4 Demolition of Wall for Door Opening**: Demolition of a portion of the existing wall to create a new door opening as per the revised layout plans.

All demolition and removal activities shall include proper hauling, sorting, and disposal of construction debris and waste materials in accordance with applicable environmental and safety regulations. Reusable materials shall be properly turned over to the university, and safety protocols shall be strictly observed throughout the duration of the works.

3.2 Improvement of Toilet, Provision of Pantry and Zócalo (Counter and Wall)

- **3.2.1** Improvement of Existing Toilet Facilities: Repair and upgrade of existing toilet fixtures and finishes to ensure functionality, sanitation, and compliance with health and accessibility standards.
- **3.2.2 Provision of Pantry**: Construction or modification of a designated pantry area, including installation of basic plumbing and cabinetry for food preparation and storage.
- **3.2.3** Installation of Zócalo (Counter and Wall Finish): Provision of durable countertop and appropriate wall finishing (zocalo) for work surfaces and wet areas, using materials suitable for frequent cleaning and laboratory/office use.

3.3 Provision of Audio-Visual Room (AVR)

- **3.3.1** The Audio-Visual Room, located in a stairway-type configuration with an elevated rear portion, will undergo improvements to enhance comfort and usability for lectures and presentations.
- **3.3.2** Works shall include the installation of a metal framing system for the flooring, topped with marine plywood for durability, and finished with carpet covering to improve acoustics and overall interior ambiance.
- **3.3.3** All materials and methods shall ensure structural stability, comfort, and alignment with the intended use as an academic presentation space.

3.4 Ceiling Works for Board Room, Electrical and Electronics (EE) Room, Toilet, and Fourth Floor Proposed Anatomy Room

- **3.4.1** Repair and replacement of ceiling systems in the designated rooms, including the Board Room, EE Room, Toilet, and Proposed Anatomy Room at the fourth floor.
- **3.4.2** Installation shall utilize lightweight ceiling framing materials with 4.5mm thick Fiber Cement Board as ceiling panels to ensure durability, moisture resistance, and ease of maintenance.
- **3.4.3** Ceiling works shall include the proper integration of lighting fixtures, ventilation openings, and access panels as required in the respective room functions.

3.5 Tiling Works

- **3.5.1 Toilet (Third Floor):** Floor tiles shall be 300mm x 300mm non-glazed tiles suitable for wet areas with anti-slip properties. Wall tiles shall be 300mm x 600mm glazed tiles, providing a smooth and easy-to-clean finish.
- **3.5.2 Board Room**: Floor finish shall be completed using 300mm x 300mm glazed tiles for a clean and formal aesthetic.
- **3.5.3** Counters (Zócalo Areas): Installation of 600mm x 600mm glazed tiles on counter surfaces to ensure durability, hygiene, and ease of maintenance.

All tiling works must be executed using high-quality tile adhesives suitable for the type of substrate and environmental conditions. Tiling shall follow manufacturer's specifications and tile layout must ensure clean lines, proper slope (where applicable), and a professional finish.

3.6 Provision of Dry Wall Partition

- **3.6.1** Installation of dry wall partitions as required in the revised layout plan, using light metal framing systems covered with 6mm thick fiber cement boards on both sides.
- **3.6.2** Partitions shall be structurally sound, properly aligned, and finished smoothly for painting or other specified finishes.
- **3.6.3** Openings for electrical, mechanical, or plumbing lines must be coordinated prior to board installation.

3.7 Provision of Doors

- **3.7.1** Supply and installation of doors for rooms and spaces as indicated in the detailed plans and layouts.
- **3.7.2** Door types, materials, hardware, and dimensions shall be in accordance with the Door Specifications provided in the Detailed Estimates.
- **3.7.3** Installation must be aligned, properly anchored, and include all necessary accessories for full functionality and security.

3.8 Scaffolding Works

- **3.8.1** Erection of safe and stable scaffolding systems necessary to carry out ceiling, wall, and elevated repair works.
- **3.8.2** Scaffolding shall comply with occupational safety standards and shall be regularly inspected to ensure worker safety during the execution of work at heights.
- **3.8.3** Dismantling of scaffolding shall be done carefully without damage to finished works or obstruction to other construction activities.

3.9 Mechanical Works

- **3.9.1** Provision and installation of duct exhaust systems for the Anatomy and Physiology Rooms at the fourth floor.
- **3.9.2** The system shall include duct lines, exhaust fans, louver or diffuser, mounting brackets, and all necessary accessories.
- **3.9.3** Installation shall ensure proper air circulation and odor control, suitable for medical and laboratory environments.
- **3.9.4** All works shall comply with applicable mechanical standards, safety regulations, and ventilation requirements for health-related facilities.

3.10 Electrical Works

- **3.10.1** Installation of new electrical systems to support the proposed improvement of the facility.
- **3.10.2** Works include the provision and installation of panel boards and service equipment, such as:
 - Main panel board: Main-NEMA 4X, 400AT, 3P, 225AF MCCB
 - Distribution panels with 400AT, 3P, 225AF MCCB
 - Air-conditioning unit (ACU) panels
 - Power panels for general and dedicated equipment use
 - Lighting panels for the entire floor area
- **3.10.3** Proper circuit layout, wire sizing, grounding, and labeling shall be ensured in compliance with the Philippine Electrical Code and best engineering practices.
- **3.10.4** Proper circuit layout, wire sizing, grounding, and labeling shall be ensured in compliance with the Philippine Electrical Code and best engineering practices.
- **3.10.5** Provision for ACUs shall include wiring, circuit protection, and compatibility with proposed mechanical layout.

All works shall be performed in accordance with professional construction practices, local building codes, and the specific needs of a medical education facility, ensuring the safety, functionality, and efficiency of the completed building areas.

3.11 Plumbing Works

- **3.11.1** Provision and installation of plumbing fixtures as indicated in the design layout for the proposed improvements.
- **3.11.2** This includes the installation of sinks, lavatories, faucets, and other essential plumbing fixtures for the toilets, pantry areas, and other designated spaces within the building.
- **3.11.3** Plumbing works shall also include proper installation of water supply lines, drainage systems, and necessary connections to ensure optimal functionality and hygiene standards.
- **3.11.4** All plumbing installations shall adhere to relevant plumbing codes and best practices for the healthcare and educational environments.

All works shall be performed in accordance with professional construction practices, local building codes, and the specific needs of a medical education facility, ensuring the safety, functionality, and efficiency of the completed building areas.

4. TIME SCHEDULE AND STAFF REQUIREMENT

Professional services under the contract are to be rendered by approved personnel of the contracting firm led by an experienced Project In-Charge. Standard requirements for key technical staff for the design and construction personnel are as follows:

Project In-	Responsible for the day-to-day supervision and implementation of the				
Charge	repair and maintenance works. Must be a duly licensed Civil				
Engineer of Architect, with a valid Professional Regulation					
	Commission (PRC) license. Must have at least five (5) years of				
	proven experience in the field of construction, repair, and				
	maintenance works directly related to the scope of the project. Must				

	be physically present and available on-site during the duration of the
	project to oversee and coordinate activities, address issues, and
	report to the implementing agency or project owner as necessary.
Registered	Supervise and ensure the proper execution of all electrical works
Electrical	included in the project. Must be a Registered Electrical Engineer
Engineer	with a valid and active license issued by the Professional Regulation
-	Commission (PRC). Must have at least three (3) years of work
	experience directly related to electrical system installation, repair,
	upgrading, or maintenance in construction projects of similar scope
	and complexity. Must be well-versed in the implementation of the
	Philippine Electrical Code (PEC) and other applicable laws,
	standards, and safety regulations governing electrical works. Shall be
	on-site as needed or as necessary during critical stages of project
	implementation, including inspections, testing, coordination, and
	resolution of electrical issues.
Registered	Assist in the supervision and implementation of electrical works
Master	covered by the project. Must be a Registered Master Electrician with
Electrician	a valid and active license issued by the Professional Regulation
	Commission (PRC), in accordance with Republic Act No. 7920 (New
	Electrical Engineering Law). Must have at least three (3) years of
	practical experience in electrical installations, repairs, and
	maintenance, specifically related to the scope of the project. Must hold
	a valid National Certificate II (NC II) in Electrical Installation and
	Maintenance issued by the Technical Education and Skills
	Development Authority (TESDA). Must be present on-site as
	required to directly oversee the execution of electrical tasks,
	coordinate with the Electrical Engineer, and ensure compliance with
	technical and safety specifications.
Civil Works	Directly supervise and coordinate the execution of civil and
Foreman	architectural works on-site. Must have at least three (3) years of
	hands-on experience in supervising civil works such as masonry,
	concrete works, and finishing works in construction project similar in
	nature and scope. Must possess a valid National Certificate II (NC II)
	issued by the Technical Education and Skills Development
	Authority (TESDA) in a trade relevant to the scope of the project
	(e.g., Carpentry, Masonry, Construction Painting, or similar). Must be
	physically present at the job site full-time to monitor daily work
	activities, resolve issues, and implement instructions from the project
Cofoty Officer	in-charge.
Safety Officer	Responsible for ensuring that all safety protocols, health standards,
(SO2)	and regulatory requirements are strictly implemented and followed at
	the project site. Must have at least three (3) years of experience in
	the implementation of occupational safety and health programs in
	construction projects similar in scope and complexity. Must be a duly
	recognized Safety Officer 2 in accordance with the Department of
	Labor and Employment (DOLE) Department Order No. 198-18, and
	must possess a valid Construction Occupational Safety and Health

(COSH) training certificate issued by a DOLE-accredited training organization. Must be physically present at the job site full-time to monitor daily construction activities, conduct regular safety inspections, and ensure strict adherence to all safety and health protocols. The role of the Safety Officer 2 may also be performed by the assigned Project In-Charge, provided that he or she meets all the qualifications and certifications required under this provision.

Other appropriate qualified support staff, as required comprising of administrative staff, surveyors, laboratory technicians, draftsman, and other sub-professional personnel.

5. DOCUMENTS AND REPORTS

The contracting firm shall deliver to the URS not later than the period for design specified herein and in accordance with the agreed Implementation Schedule to be set forth in the Contract Agreement, after receipt of the Notice to Proceed (NTP).

The document must include one full-size, reproducible set of site-adapted construction drawings. During the building phase, the contracting firm shall provide the URS with concise monthly updates on the physical and financial status of the works, as well as a brief description of the operations. The format of such reports must be agreed upon and acceptable to both the contractor and URS. Copies of each monthly report and subsequent special reports submitted to the PMO will be established. Brief special reports will be produced if deemed required or if requested by the client in relation to any problems that obstruct the regular progress of the job. Such a report must clearly outline the steps that must be taken to prevent unjustified delays in the project's completion. A final report on the services provided must be generated, including a concise recapitulation of the technical engineering and construction operations as well as an indication of actual vs planned construction-contract terms. The documentation and reports shall be written in English, and they shall become the property of URS.

6. LOGISTIC SUPPORT

The URS shall provide the contracting firm;

- A copy of the project proposal report for the proposed project;
- University Document(s) as may be allowed by the laws of the land to facilitate the execution of the project;
- o Liaison officer in the form of a Project Management Unit

7. CONTRACT PERIOD

The Contract Period, or term for the services described in these TOR shall be based from the date of the Official Notice to Proceed issued by the URS to the Contracting Firm, a duration of ninety (90) calendar days.

Project Name and Location	Construction Phase
Repair and Maintenance of School Building in URS Taytay Campus for the College of Medicine	90 C.D.

8. MANPOWER REQUIREMENTS (CONSTRUCTION PHASE)

Construction of Proposed One Stop Student Services Center located at J. Sumulong St., Brgy. San Juan, Morong, Rizal.

DESIGNATION	CS
Project In-Charge	
Registered Electrical Engineer	
Registered Master Electrician	
Civil Works Foreman	
Safety Officer (SO2)	

Note:

1. CS - (Construction/Repair Works Supervision) involves all activities during Construction Phase until turn-over of structures.

9. CONSTRUCTION PHASE

- 1. The construction phase shall proceed only upon approval by the SUC PRESIDENT OF University of Rizal System of all the requirements in the Detailed Engineering Design Phase, issuance of the Notice to Proceed.
- 2. Provide monitoring chart such as: S-curve, PERT/CPM, Gantt Chat, Daily Weather Chart, Daily Log Book, etc.
- 3. Prepare monthly work accomplishment report, material testing result, concrete pouring permits, and schedule of activities(if applicable).
- 4. Prepare and deliver to the University of Rizal System "as built" plans upon the completion of the project.

10. CONSTRUCTION SAFETY AND HEALTH REQUIREMENTS

- 1. The CONTRACTOR shall undertake specific safety policies to observe and maintain in its construction site, including the frequency of and persons responsible for conducting toolbox and gang meetings.
- 2. The CONTRACTOR shall see to it that the Construction Safety and Health Program shall be executed and verified by the Construction Project Manager or Project Manager and shall be submitted to the Bureau of Working Conditions (BWC) which may approve, disapprove or modify the same according to existing laws, rules and regulations and other issuances by the DOLE.
- 3. The CONTRACTOR shall include the cost of implementing the Construction Safety and Health Program and to be integrated into the project's construction cost, provided, that said cost shall be a separate pay item, duly quantified and stated in the project's tender documents and construction contract documents.

- 4. The CONTRACTOR shall provide adequate and approved type of protective equipment. Workers within the construction project site shall be required to wear the necessary Personal Protective Equipment's (PPE) at all times. The CONTRACTOR shall see to it that:
 - a. The Construction workers who are working from unguarded surfaces six (6) meters or more above water or ground, temporary or permanent floor platform, scaffold or where they are exposed to the possibility of falls hazardous to life or limb, must be provided with safety harnesses and life lines.
 - b. Specialty construction workers must be provided with special protective equipment, such as specialized goggles or respirators for welders and painters or paint applicators.
 - c. All other persons who are either authorized or allowed to be at a construction site shall wear appropriate PPE
- 5. The CONTRACTOR must provide for a full-time officer, who shall be assigned as the general construction safety and health officer to oversee full time the overall management of the Construction Safety and Health Program. The general construction safety and health officer shall perform the following duties:

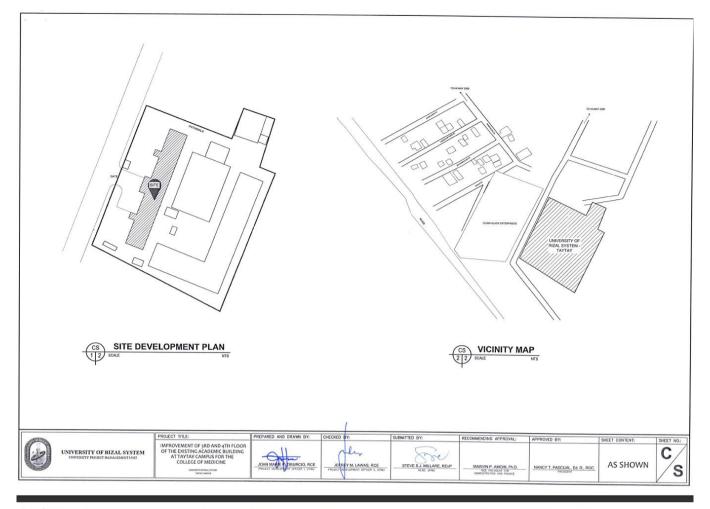
a. Frequently monitor and inspect any health and safety aspect of the construction work being undertaken.

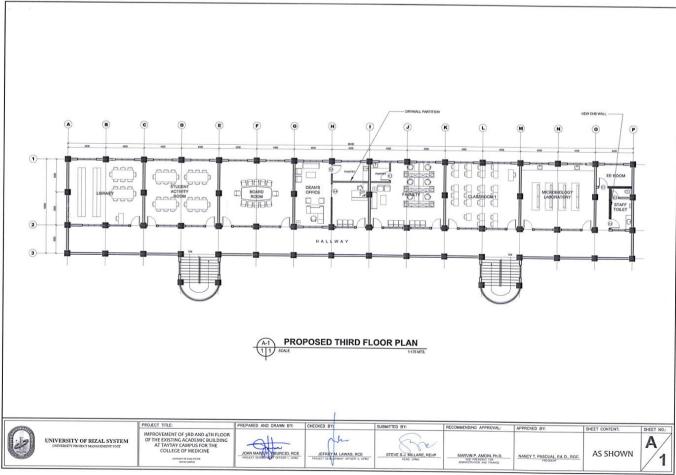
b. Assist government inspectors in the conduct of safety and health inspection at any time whenever work is being performed or during the conduct of accident investigation.

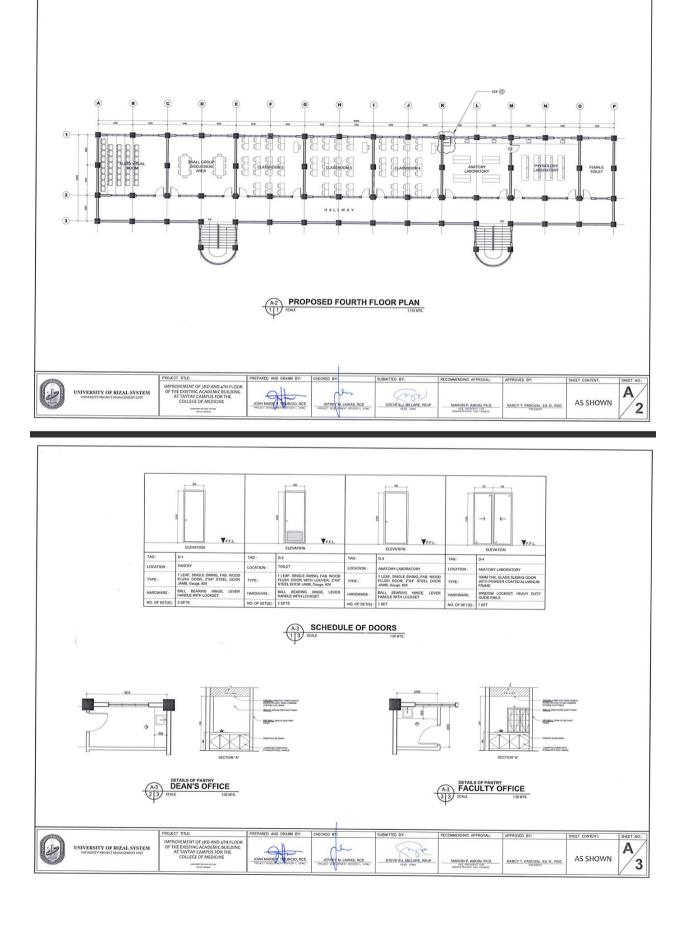
6. The CONTRACTOR must provide for one (1) Construction Safety and Health Officer for every ten (10) units of heavy equipment assigned to the project site, to oversee the effective compliance with the Construction Safety and Health Program at the construction project site, in terms of heavy equipment utilization and maintenance.

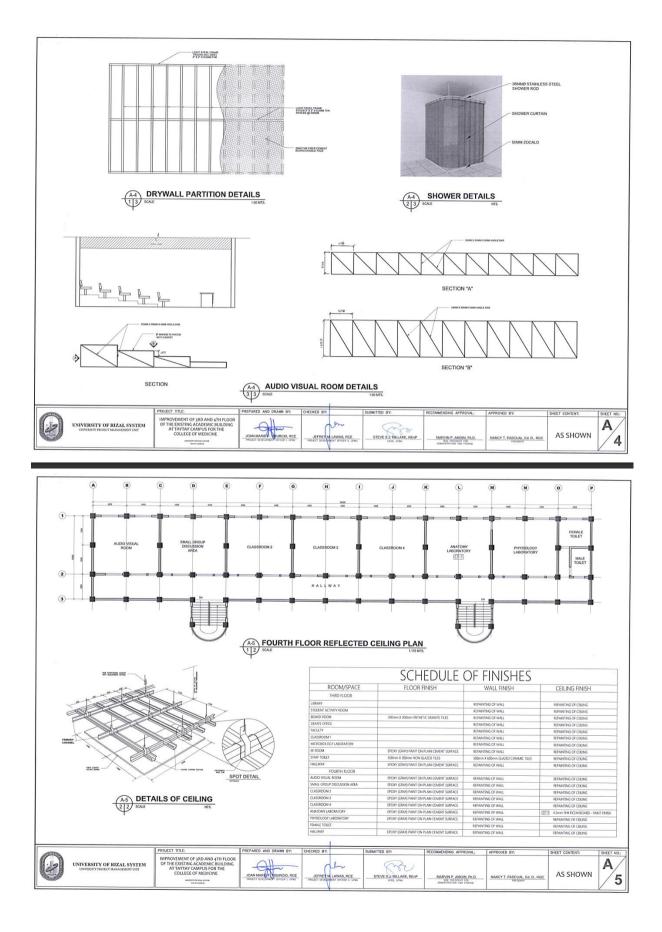
Section VII. Drawings

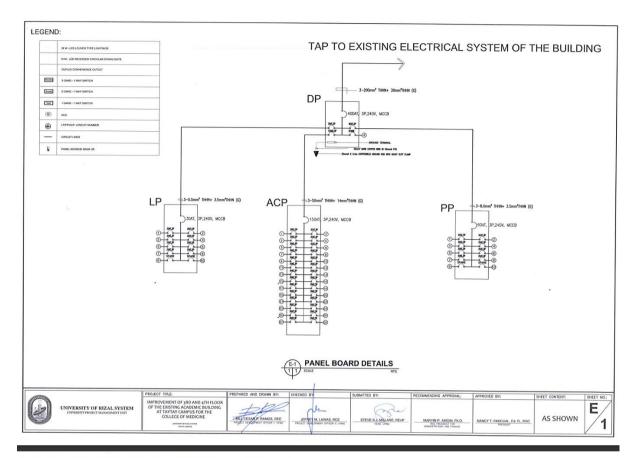
[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]

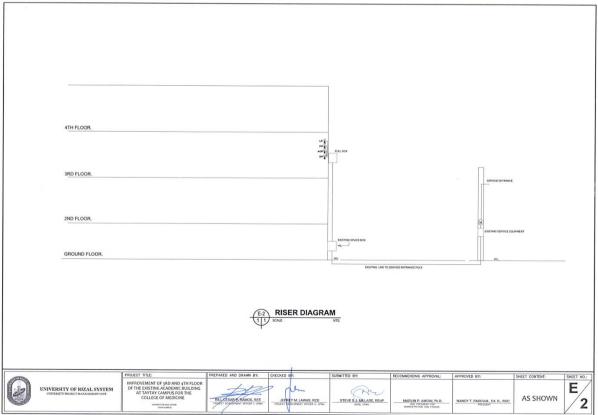


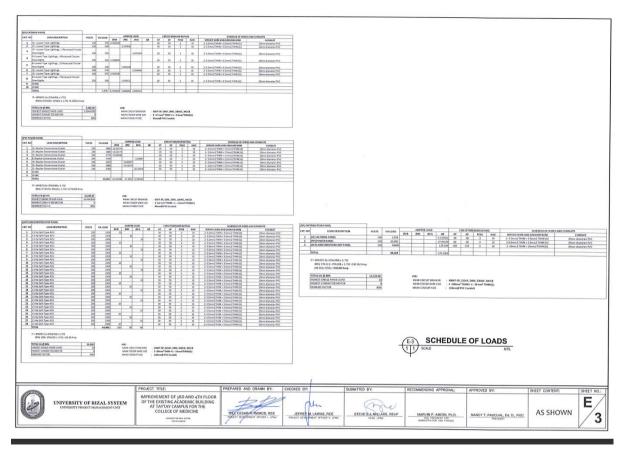


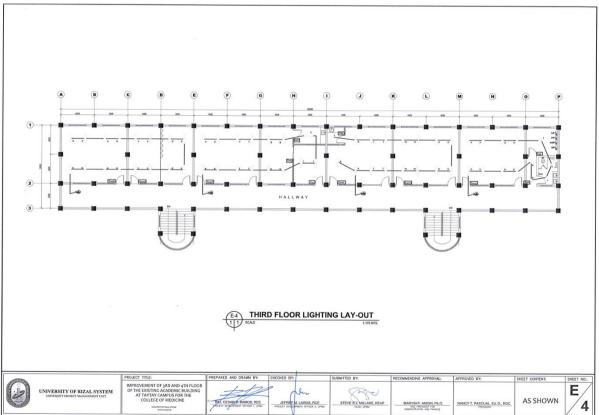


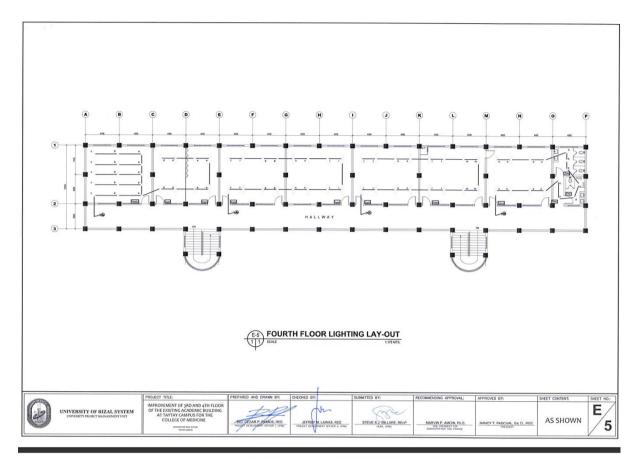


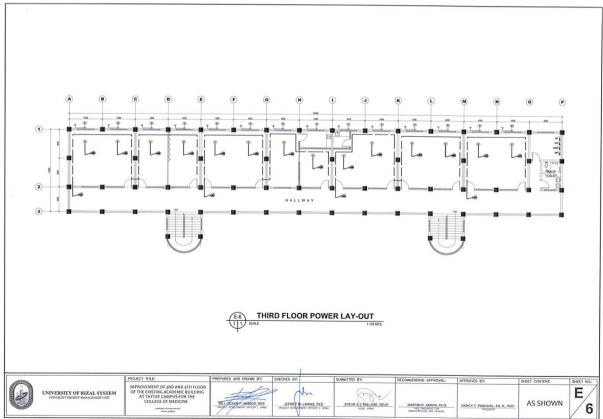


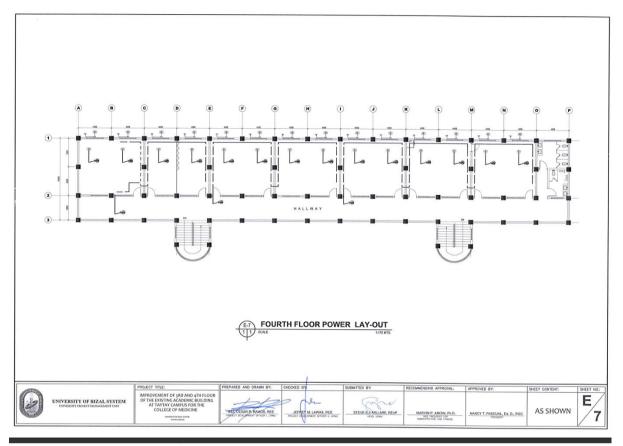


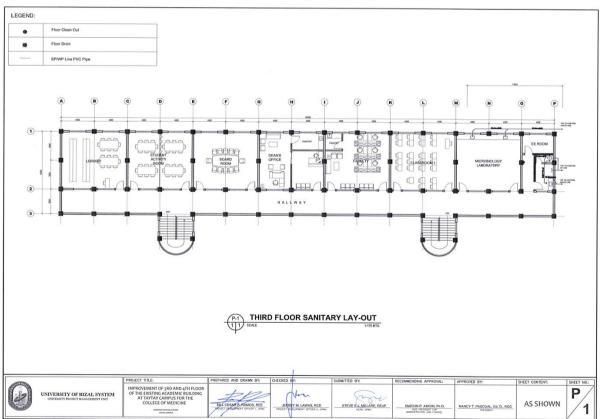


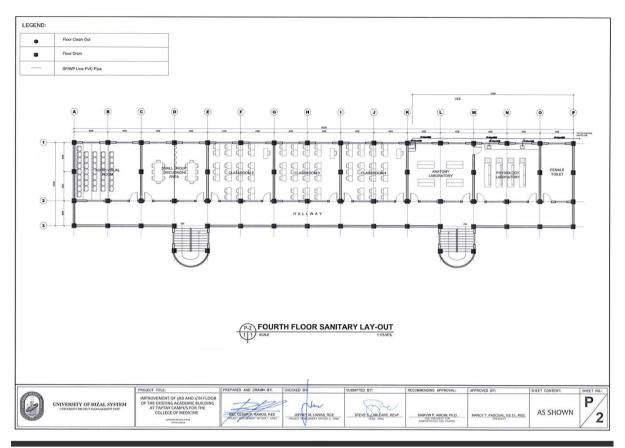


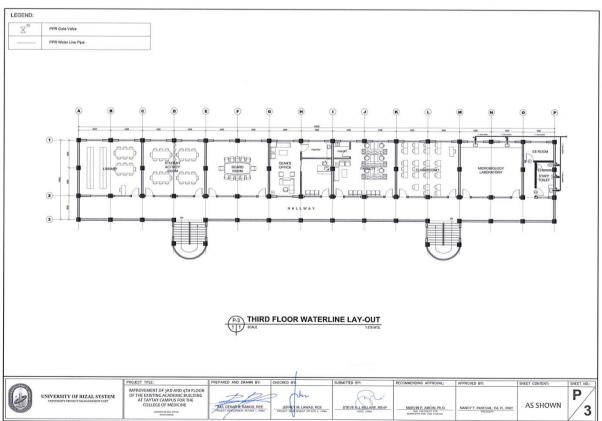


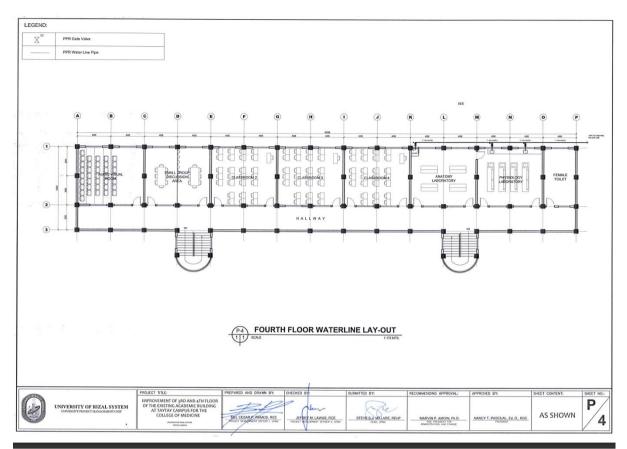


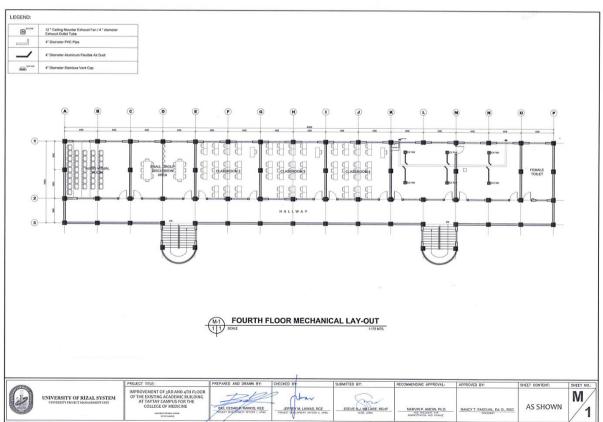












Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

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

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

Daywork Schedule

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

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

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the

SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

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

Signature Box

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

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

Project:	REPAIR & MAINTENANCE OF BUILDING IN URS TAYTA	Y CAMPUS (COM)	1				
-	URS TAYTAY CAMPUS	(,					
								-
ITEM	WORK DESCRIPTION	QUANTITY	UNIT	UNIT COS	ST (PHP)	COST	(PHP)	TOTAL (PHP)
	WORK DESCRIPTION	QUANTIT	UNIT	MATERIAL	LABOR	MATERIAL	LABOR	TOTAL (FIF)
I	General Requirements							
	Project Billboard/ Sign Board	1.00	lot					
	Temporary Facility Mobilization/Demobilization	1.00	lot lot					
	Permits & Clearances	1.00	lot					
	Occupational Safety and Health Program	1.00	lot					
	SUB-TOTAL I							
II	Demolition and Disposal Works							
	Dismantling and Isolation of 3F & 4F Electrical Line	1.00	lot					
	Removal of Ceiling Removal of Tiles	1.00 1.00	lot					
	Demolition of Wall for door opening	1.00	lot lot		-			
	SUB-TOTAL II	1.00	101					
ш	Toilet, Pantry and Zocalo (Counter and Wall)							
	100mm thk CHB	565.00	pcs					
	Cement	30.00	bags					
	Sand	2.00	cu.m					
	Gravel	1.00	cu.m					
	10mmø RSB Ordinary Plywood	186.00 1.00	kgs pc					
	Good lumber	15.00	bd.ft	1				
	#16 G.I. wire	3.00	kgs					
	Consumables	1.00	lot					
	SUB-TOTAL III							
IV	Audio Visual Room					┥		
	50mm x 50mm Angle Bar, 6mm thk.	60.00	pcs			<u> </u>		
	Marine Plywood 3/4" thk Carpet Roll with underlay (foam)	12.00 56.00	pcs sq.m					
	Sound Proof foam panels (0.3mx0.3mx5cm)	870.00	pcs					
	Consumables	1.00	lot					
	SUB-TOTAL IV							
v	Ceiling Works							
•	3rd Floor (Board Room, EE Room and Toilet) and 4th Floor							
	4.5mm Fiber Cement Board	20.00	pcs					
	Metal Furring	70.00	pcs					
	Carrying Channel	15.00	pcs					
	Hanger Rod/Bars Channel Clip	6.00 100.00	pcs pcs					
	Wall Angle	45.00	pcs					
	Blind Rivet	1.00	boxes					
	1" Metal Screw	500.00	pcs					
	SUB-TOTAL V							
VI	Tile Works	(70.00						
	300mm x 300mm Non glazed tiles (Toilet Floor)	156.00	pcs					
	300mm x 600mm Glazed tiles (Toilet Wall) 300mm x 300mm Glazed tiles (Board Room)	68.00 654.00	pcs pcs					
	600mm x 600mm Glazed tiles (Counter)	21.00	pcs					
	Cement	23.00	bags					
	Sand	3.30	cu.m					
	Tile Adhesive, Heavy Duty	14.00	bags					
	Tiles grout	12.00	bags					
VII	SUB-TOTAL VI Dry Wall Partition							
411	6mm Fiber Cement Board	31.00	pcs			+ +		
	Metal Tracks	22.00	pcs			† †		
	Metal Studs	48.00	pcs					<u> </u>
	Blind Rivet	10.00	boxes					
	1" Metal Screw	167.00	pcs					
	SUB-TOTAL VII							
VIII	Doors					+		
	D-1 = 0.8m x 2.1m Single Swing Fabicated wood flush door; 2" x	3.00	sets					
	4" Steel door jamb, complete hardwares and accessories					ļ		
	D-2 = 0.8m x 2.1m Single Swing Fabicated wood flush door with	0.00	ant-					
	louver; 2" x 4" Steel door jamb, complete hardwares and accessories	2.00	sets					
						† †		
	D-3 = 0.9m x 2.1m Single Swing Fabicated wood flush door; 2" x 4" Steel door jamb, complete hardwares and accessories	1.00	set					
	D-4 = 1.5m x 2.1m Sliding Glass Door, 10mm thk glass with powder coated aluminum frame, complete hardwares and	1.00	set					
	accessories (including installation)	1.00	Set					
	Door Knob	24.00	sets					
	SUB-TOTAL VIII							
IX	Painting Works incl Floor Coating		<u> </u>			ļ Ī		
	Skimcoat	12.00	bags			<u>↓ </u>		
	Flat Latex Masonry Putty (Spot)	26.00 11.00	pail			<u> </u>		
	Masonry Putty (Spot) Epoxy Adhesive	3.00	pail liters	+		+ +		1
	Epoxy Primer	5.00	pail	1				
	Epoxy Reducer	5.00	pail					<u> </u>
	Acqua Epoxy, acrylic water-based	23.00	pail					
	Epoxy Enamel	5.00	liters					
	Consumables	1.00	lot					
x	SUB-TOTAL IX Scaffolding	1.00	1 Int					
^	SUB-TOTAL X	1.00	3 lot					

					1	1		
	Provision of Duct Exhaust for Anatomy and Physiology Room							
	(100mm) 4" diameter x 10m Aluminum Flex Air Duct Duct with accessories	3.00	roll					
	12" Ceiling Mounted Exhaust Fan w/ (4 ") dia. Exhaust Outlet Tube	6.00	unit					
	(4") Diam PVC Pipe	7.00	length					
	Hanger Rod w acessories and Hanger PVC Support	1.00	lot					
	Duct Tape	6.00	pcs					
	Large Cable Tie	2.00	pack					
	PVC Fittings	1.00	lot					
	SUB-TOTAL XI							
XII	Electrical Works							
a.	Wires and Conduits							
	3.5mm2 THHN Wire	6.50	box					
	5.5mm2 THHN Wire 8.0mm2 THHN Wire	8.00 9.00	box m					
	14mm2 THHN Wire	30.00	m					
	50mm2 THHN Wire	9.00	m					
	200mm2 THHN Wire	60.00	m					
	(4")110mm Diameter PVC Conduit	12.00	m					
	(1") 32mm Diameter PVC Conduit	120.00	pcs					
	(1/2")20mm Diameter PVC Conduit	150.00	pcs					
	(1 1/2")50mm Diameter Conduit	3.00	pcs					
b.	(4") RSC Pipe Panel Boards/ Circuit Breaker	2.00	pcs					
υ.								
	Service Equipment/ ECB, Main - NEMA 4X, 400AT, 3P, 225AF MCCB,	1.00	assy.					
	Distribution Panel, Main - 400AT, 3P, 225AF MCCB, 150AT, 3P, 225AF, MCCB (ACP) 60AT, 3P, 100AF MCCB (PP) 30AT, 3P, 50AF, MCCB (LP) w/ Complete isolation and Accessories	1.00	assy.					
	Airconditioning Panel(ACP), Main - 150AT, 3P, 225AF MCCB, 28- 30AT ,3P, 225AF MCCB w/ Complete isolation and Accessories	1.00	assy.					
	Power Panel(PP), Main - 60AT, 3P, 100AF MCCB, 7- 20AT ,3P, 50AF MCCB w/ Complete isolation and Accessories	1.00	assy.					
	Lighting Panel(LP), Main - 30AT, 3P, 50AF MCCB, 8- 20AT, 3P, 50AF MCCB w/ Complete Isolation and Accessories	1.00	assy.					
c.	Lighting Fixtures							
	36 W - Louver Type Panel Lights	103.00	assy.					
	Recessed Circular Downlights	27.00	pcs					
d.	Consumables (Box, Clamps, Terminal Lugs, Conduit Fittings, and	1.00	lot					
e.	Switches) Testing and Commissioning Works	1.00	lot					
f.	Airconditioning Units	-	-					
	Nema 3R with 30AT MCCB	28.00	pcs					
	SUB-TOTAL XII	20.00						
XIII	Plumbing Works							
	Stainless Sink,	6.00	set					
	PPR Faucet	6.00	set					
	Lavatory Sink, complete w/ fittings & accs.	1.00	set					
	Urinal, complete w/ fittings & accs.	1.00	set					
	Water closet, complete w/ fittings & accs.	1.00	set					
	Faucet, Gooseneck type	1.00	set					
	Floor Drain	3.00	pcs					
	Telephone Shower Set	1.00	set					
	Shower Curtain Rod	1.00	set					
	Shower Curtain	1.00	set					
	90mm diameter PVC Orange, Series 600	20.00	pcs					
	50mm diameter PVC Orange, Series 600	5.00	pcs					
	PVC Pipe Fittings	1.00	lot					
	63mm diameter (PPR), PN 20	5.00	pcs					
	32mm diameter (PPR), PN 20 Gate Valve, PPR	14.00 7.00	pcs					
	Gate Valve, PPR PPR Fittings	1.00	pcs lot					
	Consumables	1.00	lot					
	SUB-TOTAL XIII	1.00	101					
OVERHEAD, CONTINGENCIES AND MISCELLANEOUS (OCM) 10% of DC								
CONTRACTO							of DC	
	THE SUM OF DC, OCM AND PROFIT)					5%	of DC, OCM, PROFIT	
TOTAL PROJECT COST								

Delivery Schedule: ______days after receipt of Notice to Proceed

Submitted by:

Name of the Representative of the Bidder

Position

Name of Bidder

Date

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

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; and
- □ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; and
- □ (d) Special PCAB License in case of Joint Ventures <u>and</u> registration for the type and cost of the contract to be bid; <u>and</u>
- □ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> original copy of Notarized Bid Securing Declaration; <u>and</u>
 - (f) Project Requirements, which shall include the following:

- a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; <u>and</u>
- □ (g) Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

□ (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

□ (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence <u>or</u> 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

(j) Original of duly signed and accomplished Financial Bid Form; and

Other documentary requirements under RA No. 9184

- \Box (k) Original of duly signed Bid Prices in the Bill of Quantities; and
- □ (1) Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipmen rentals used in coming up with the Bid; **and**
- \Box (m) Cash Flow by Quarter.

Computation of Net Financial Contracting Capacity (NFCC)

1.	ABC to be Bid	
2.	Total Assets	
3.	Current Assets	
4.	Total Liabilities	
5.	Current Liabilities	
6.	Net Worth (2-4)	
7.	Net Working Capital (3-5)	

FORMULA:

NFCC = [(Current assets minus current liabilities) (15)] minus the 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.

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF ______) S.S.

BID SECURING DECLARATION

Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

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:

- [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, <u>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;</u>
- 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. <u>In case advance payment was made or given, failure to perform or deliver any of the</u> 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

