# PHILIPPINE BIDDING DOCUMENTS

# Repair and Maintenance of Various Facilities at Rodriguez Campus URS-25-52-052

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



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# Invitation to Bid for the Repair and Maintenance of Various Facilities at Rodriguez Campus

- 1. The University of Rizal System, through the fund Internally Generated Income/STF of 2025 intends to apply the sum of One Million Five Hundred Eighty-Four Thousand Three Hundred Seventy-Two Pesos & 0/100 (₱1,584,372.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the Repair and Maintenance of Various Facilities at Rodriguez Campus URS-25-52-052. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 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 non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Interested bidders may obtain further information from University of 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 **July 23**, **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.
- 6. The University of Rizal System will hold a Pre-Bid Conference<sup>1</sup> on August 1, 2025 at 9:30 AM at BAC Conference Room, URS Morong Campus, Morong, Rizal, and broadcast online via Google Meet which shall be open to prospective bidders.

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

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before 9:00 AM of August 12, 2025. Late submission shall not be accepted.
- 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 **August 12, 2025, 9:30 AM** 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: bacsecretariat@urs.edu.ph

12. You may visit the following websites:

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

July 23, 2025

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

# Section II. Instructions to Bidders

## **Notes on the Instructions to Bidders**

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

#### 1. Scope of Bid

The Procuring Entity, University of Rizal System Invites Bids for the Repair and Maintenance of Various Facilities at Rodriguez Campus, with Project Identification Number URS-25-52-052.

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 **One Million Five Hundred Eighty-Four Thousand Three Hundred Seventy-Two Pesos & 0/100 Only (₱1,584,372.00)**
- 2.2. The source of funding is:

#### **Internally Generated Income/STF of 2025**

#### 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 criteria 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 **December 10, 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**.

# Section III. Bid Data Sheet

# **Notes on the Bid Data Sheet (BDS)**

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

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

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

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

# **Bid Data Sheet**

ITB Clause	ause	
5.2	the same major	ose, contracts similar to the Project refer to contracts which have or categories of work, which shall be:  and/or Repair of Building and other structures
7.1	Sub-contracting	ng is not allowed
10.3	N/A	
10.4	below:	onnel must meet the required minimum years of experience set
	Key Personne	<u>General Experience/Relevant Experience</u>
	Project In- Charge	Responsible for the day-to-day supervision and implementation of the repair 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.
	Professional Electrical Engineer	Responsible for the detailed engineering design, electrical systems layout, and technical supervision of the electrical systems installation and commissioning works for the Repair and Upgrading of Electrical System. The PEE shall ensure that the design, technical drawings, electrical component specifications, and installation works strictly adhere to the applicable codes, standards, and contract documents. Must be a duly licensed Professional Electrical Engineer (PEE) issued by the Professional Regulation Commission (PRC) with at least five (5) years of relevant work experience in the design, layout, installation, and commissioning of electrical power distribution systems, transformer installations, and switchgear systems. Must have completed at least two (2) similar infrastructure projects involving electrical power distribution systems, transformer installations, and related electrical commissioning works as a Design Engineer.
	Registered Electrical Engineer	Supervise and ensure the proper execution of all electrical works included in the project. Must be a Registered Electrical 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 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 Master Electrician	Assist in the supervision and implementation of electrical works covered by the project. Must be a Registered Master Electrician with 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 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 Foreman	site. Must have works such as works in cons National Certi Development A Carpentry, Mas the job site full	e at least three (3) years of hand masonry, concrete works, steel v truction project similar in nature ficate II (NC II) issued by th Authority (TESDA) in a trade rele sonry, Construction Painting, or si	of civil and architectural works on- s-on experience in supervising civil works, tinsmith works, and finishing e and scope. Must possess a valid be Technical Education and Skills evant to the scope of the project (e.g., similar). Must be physically present at wities, resolve issues, and implement	
Safety Officer II  Responsible for ensuring that all safety protocol requirements are strictly implemented and follow least three (3) years of experience in the implemented health programs in construction projects similar in duly recognized Safety Officer 2 in accordance Employment (DOLE) Department Order No. Construction Occupational Safety and Health (CODOLE-accredited training organization. Must be put time to monitor daily construction activities, concensure strict adherence to all safety and health protocol 2 may also be performed by the assigned Project meets all the qualifications and certifications required.			wed at the project site. Must have at mentation of occupational safety and in scope and complexity. Must be a with the Department of Labor and 198-18, and must possess a valid COSH) training certificate issued by a physically present at the job site full-induct regular safety inspections, and otocols. The role of the Safety Officer at In-Charge, provided that he or she		
10.5 The minimum major equipment requirements are the following:				e following:	
	EQUIP	MENT	CAPACITY	NO. OF UNITS	
	One bagger concrete mixer		-	At least 1 unit	
	Insulation F		1000 Volts	At least 1 unit	
	Tester  Multi Tester w/ Clamp  Meter		1000 Volts	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 ₱31,687.44, 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 ₱79,218.60 if bid security is in Surety Bond.				
19.2	Partial bids are not allowed.				
20	None required				

21	1. Construction schedule and S-curve,
	2. Manpower schedule,
	3. Construction methods,
	4. Equipment utilization schedule,
	5. Construction safety and health program and other
	acceptable tools of project scheduling.

# Section IV. General Conditions of Contract

## **Notes on the General Conditions of Contract**

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

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

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

## 1. Scope of Contract

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

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

#### 2. Sectional Completion of Works

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

#### 3. Possession of Site

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

## 4. The Contractor's Obligations

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

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

# 5. Performance Security

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

# 6. Site Investigation Reports

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

# 7. Warranty

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

## 8. Liability of the Contractor

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

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

#### 9. Termination for Other Causes

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

#### 10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the SCC, the Day works 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: [list here the required site investigation reports.]
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.  [Select one, delete the other:]
	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	b. No dayworks are applicable to the contract.  The Contractor shall submit the Program of Work to the Procuring Entity's Representative within [insert number] days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is [insert amount].
13	The amount of the advance payment is [insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment].
14	[If allowed by the Procuring Entity, state:] 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			
	[amount in local currency].			

# 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 VARIOUS FACILITIES

## AT RODRIGUEZ CAMPUS

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#### **TERMS OF REFERENCE**

#### FOR THE

#### REPAIR AND MAINTENANCE OF VARIOUS FACILITIES AT RODRIGUEZ CAMPUS

#### 1. INTRODUCTION

#### Location:

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

The University of Rizal System – Rodriguez Campus continues to pursue its commitment to ensuring safe, functional, and conducive facilities for both students and faculty members. To uphold this commitment, essential repair and maintenance activities are scheduled to address identified deficiencies in several structures within the campus.

The proposed project includes repair works on the College of Business Building roof and ceiling, pathway gutter systems, and electrical distribution facilities. These interventions are necessary to mitigate safety risks, prevent further deterioration of infrastructure, and improve utility reliability.

The Approved Budget for the Contract (ABC) for this project is **One Million Five Hundred Eighty-Four Thousand Three Hundred Seventy-Two Pesos & 0/100 (₱1,584,372.00)**, covering all necessary works to achieve the required minimum performance standards and specifications.

#### 2. OBJECTIVE:

- To undertake preventive maintenance and repairs to prolong the lifespan of the facilities.
- To restore the structural integrity of damaged or deteriorated parts of the College of Business Building.
- To ensure proper drainage flow along the pathway and prevent water accumulation.
- To upgrade the main electrical distribution system for safe and stable campus power supply.

#### 3. SCOPE OF THE PROJECT

#### 3.1 College of Business Building- Roof and Segment of Ceiling

This scope covers demolition, roof replacement, ceiling installation, painting, and electrical works at the College of Business Building.

#### 3.1.1 **Demolition and Disposal Works**

- Removal of all existing roof panels and fascia boards.
- Removal of ceiling boards located in the hallway and stairwell areas.
- Sorting and proper turnover of removed roof panels to the Campus' General Services Office.
- All non-salvageable materials and debris shall be disposed of properly in accordance with environmental standards.

#### 3.1.2 Repainting of Roof Trusses

All exposed roof trusses shall be cleaned and painted with epoxy-type paint.

 Application shall include rust converter treatment to affected steel areas prior to painting.

#### 3.1.3 Roof Replacement Works

- Supply and installation of pre-painted rib-type metal roofing sheets, gauge 24, inclusive of accessories.
- Installation of double-sided 5mm thick polyethylene (PE) insulation beneath the roof panels.
- Proper alignment, overlapping, and sealing shall be ensured to prevent leaks and enhance thermal performance.

#### 3.1.4 Ceiling Replacement Works

- Installation of 4.5mm thick fiber cement boards on the ceiling of hallways, stairwells, and eaves, mounted on light metal frame system.
- Framing system shall be aligned, properly anchored, and corrosion-resistant.

#### 3.1.5 **Painting Works**

- Painting shall be applied to all newly installed ceiling surfaces.
- Works shall include surface preparation, application of flat latex primer and finish coat, using latex paint.
- All materials and methods must comply with the paint manufacturer's instructions.

#### 3.1.6 Electrical Works

- Supply and installation of new lighting fixtures and switches on the affected ceiling areas.
- Electrical fixtures must meet the required wattage, type (e.g., LED), and safety standards.
- Installation must be in accordance with the latest edition of the Philippine Electrical Code.
- All circuit connections must be tested and certified by a licensed electrician.

#### 3.2 College of Business Building- Roof and Segment of Ceiling

This scope includes the removal of existing temporary gutter systems and the installation of permanent pre-painted metal guttering, complete with proper support and accessories.

#### 3.2.1 Removal of Existing Gutter

- Dismantling and removal of all existing temporary gutter materials installed along the College of Business pathway.
- All removed materials shall be properly sorted and turned over to the General Services Office of the Campus for inventory and safekeeping.
- The removal process shall be executed with caution to prevent damage to adjoining structures.

#### 3.2.2 Tinsmith Works (Gutter Installation)

- Fabrication and installation of new pre-painted galvanized iron (G.I.) gutters,
   Gauge 24, along the designated pathway areas.
- Gutter profile and dimensions shall conform to standard specifications to ensure adequate water discharge capacity.
- Each gutter shall be securely fastened using 12" x 1" G.I. straps, properly spaced to provide stable support.
- All joints shall be sealed and waterproofed to prevent leaks.
- Downspouts or outlets shall be aligned with existing drainage systems or as directed by the engineer-in-charge.

#### 3.3 Repair and Upgrading of Main Distribution Panel

This scope encompasses the design, replacement, and rectification of the campus electrical distribution system, focusing on the main distribution panel and its associated components.

#### 3.3.1 Production of As-Built Electrical Plan

- Conduct site verification and mapping of the existing electrical layout of the campus.
- Preparation of As-Built Electrical Plan accurately reflecting the current system configuration.
- Plan must be signed and sealed by a Professional Electrical Engineer (PEE), and submitted in both printed and digital formats.
- The plan shall include a complete schedule of loads, panel board directory, and single-line diagram.

#### 3.3.2 Design of New Main Distribution System

- Preparation of detailed design for the new Main Distribution Panel (MDP), including:
  - · Bus bar gutters
  - Breaker gutters
  - Schematic diagram
  - Electrical load computations
- Design documents must be signed and sealed by a PEE and compliant with the latest Philippine Electrical Code (PEC).

#### 3.3.3 Replacement Works

- Dismantling and proper turnover of the existing Main Distribution Panel, bus bar gutters, breaker gutters, main and branch circuit breakers, and all associated components to the Campus GSO.
- Supply and installation of the new Main Distribution Panel (MDP) with updated capacity and appropriate safety clearances.
- Installation of new bus bars, gutters, circuit breakers, wires, terminals, and accessories using high-quality and PEC-compliant materials.
- Proper labeling of circuits, adherence to color coding standards, and neat wiring management are required.
- Testing and commissioning of the upgraded system must be conducted with the presence of a licensed electrician or electrical engineer.

#### 3.3.4 Rectification of Distribution Line to College of Education Building

- Inspection and assessment of the existing feeder line from the MDP to the College of Education Building.
- Correction or replacement of wires, conduits, and terminations as necessary to ensure proper load delivery and electrical safety.
- All works must include insulation resistance testing and grounding verification.
- Rectification must be aligned with the newly installed Main Distribution Panel setup.

## 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-Charge	Responsible for the day-to-day supervision and implementation of the repair 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.
Professional	Responsible for the detailed engineering design, electrical systems layout,
Electrical Engineer	and technical supervision of the electrical systems installation and commissioning works for the Repair and Upgrading of Electrical System. The PEE shall ensure that the design, technical drawings, electrical component specifications, and installation works strictly adhere to the applicable codes, standards, and contract documents. Must be a duly licensed Professional Electrical Engineer (PEE) issued by the Professional Regulation Commission (PRC) with at least five (5) years of relevant work experience in the design, layout, installation, and commissioning of electrical power distribution systems, transformer installations, and switchgear systems. Must have completed at least two (2) similar infrastructure projects involving electrical power distribution systems, transformer installations, and related electrical
Pagistared	commissioning works as a Design Engineer.
Registered Electrical Engineer	Supervise and ensure the proper execution of all electrical works included in the project. Must be a Registered Electrical 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 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 Master Electrician	Assist in the supervision and implementation of electrical works covered by the project. Must be a Registered Master Electrician with 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 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
Foreman	works on-site. Must have at least three (3) years of hands-on experience in supervising civil works such as masonry, concrete works, steel works, tinsmith 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.
Safety Officer	Responsible for ensuring that all safety protocols, health standards, and
(SO2)	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 or	palified support staff, as required comprising of administrative staff, surveyors

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/Repair Phase
Repair and Maintenance of Various Facilities at Rodriguez Campus	90 C.D.

#### 8. MANPOWER REQUIREMENTS (CONSTRUCTION PHASE)

Construction of Façade for URS Morong and Antipolo Campus

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

#### Note:

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

#### 9. CONSTRUCTION/REPAIR PHASE

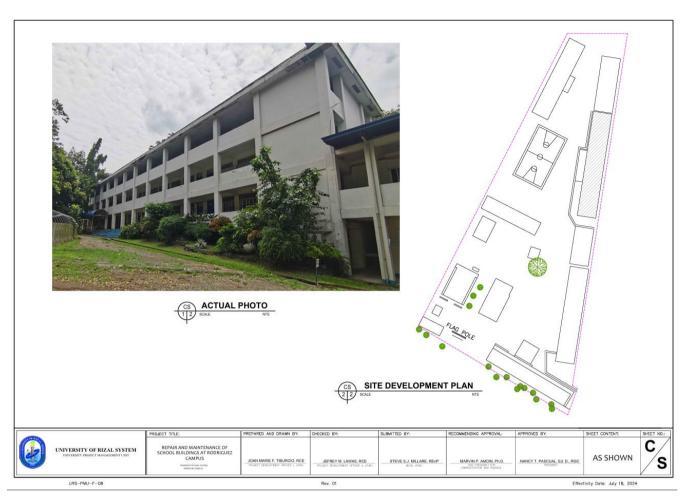
- 1. The construction/repiar phase shall proceed only upon approval by the SUC PRESIDENT OF university upon issuance of the Notice to Proceed.
- 2. Provide monitoring chart such as: S-curve, PERT/CPM, Gantt Chat, Daily Weather Chart, Daily Log Book, etc.
- 3. Prepare monthly work accomplishment report, 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.

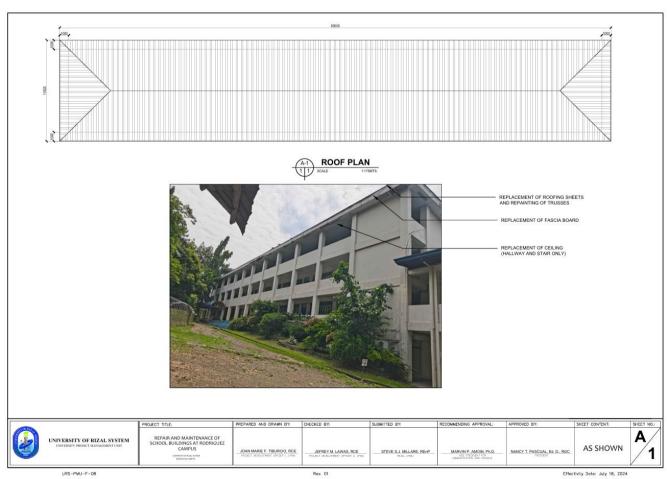
#### 10. CONSTRUCTION SAFETY AND HEALTH REQUIREMENTS

- 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.

#### DETAILED COST ESTIMATE

Project: Repair and Maintenance of School Buildings at Rodriguez Campus

Location: URS Rodriguez Campus

				UNIT COST (PHP)		COST (PHP)		
ITEM	WORK DESCRIPTION	QUANTITY	UNIT	MATERIAL	LABOR	MATERIAL	LABOR	TOTAL (PHP)
-	GENERAL REQUIREMENTS			THE LIMIT	LADUR	ERIAL	ZADOR.	
	Project Billboard/ Sign Board	1.00	lot			3,333,133	1100.000	1,1171.0
	Temporary Facility	1.00	lot					
	Mobilization/Demobilization	1.00	lot			-		
	Permits & Clearances Occupational Safety and Health Program	1.00	lot lot					
	SUB-TOTAL I	1.00	ioc					
COLLEGE O	F BUSINESS BUILDING			•				
-	Demolition and Disposal Works							
	Removal of roofing sheets and fascia board	1.00	lot				11.00.00	11(0010
	Removal of ceiling at hallway and stair	1.00	lot				10,000,000	111/11111
	SUB-TOTAL II							
III	Tinsmithry Works Prepainted Rib Type Metal Sheets, GA24	693.00	sq.m				100 000	
	Tekscrew	6,930.00	pcs			17,329 (0)	0.0000	24,250
	Double Sided 5mm thk. P.E. foam insulation	14.00	rolls				13.11(0.22)	
	Pre-Painted Ridge Roll, GA24	85.00	l.m		0.000	77,190110	1.140,00	70.000
	Blind Rivets Fascia Board, 12"x1/2"x2.4m	4.00 63.00	box					
	Consumables	1.00	pcs lot					
	SUB-TOTAL III							
IV	Scaffolding	1.00	lot					
v	SUB-TOTAL IV  Repainting of Trusses							
V	Epoxy Primer	5.00	liter	2000.00		1,000,00	1.120.00	2.5.20.0
	Epoxy Paint	8.00	liter					
	Epoxy Reducer	2.00	liter	2000		00000		
	Rust Converter	2.00	gal	1,21010		2 (2.10 (2.0	3,000,000	4,613.0
	Paint Brush Paint Roller	3.00	pcs				10.2002	
	Sanding paper	25.00	pcs			1011110		
	Consumables	1.00	lot			-		//81.4
	SUB-TOTAL V							
VI	Ceiling Works (Hallway, Stair and Eaves)	122.00						
	4.5mm Fiber Cement Board Metal Furring	132.00 408.00	pcs					
	Carrying Channel	129.00	pcs	700000		12,000,000	5.100.00	111,6301.6
	Hanger Rod/Bars	360.00	pcs			13,1000,00	5.472.00	10,1500
	Channel Clip	2,160.00	pcs	/ / / /		78,7723103	8,048,00	71,11910
	Wall Angle Blind Rivet	86.00 10.00	pcs boxes				1.4-14.33	
	1" Metal Screw	1,440.00	pcs					
	SUB-TOTAL VI							
VII	Painting Works	25.00	Ea					
	Skimcoat Flat Latex (Primer and Top Coat)	35.00 59.00	liters liters				11111-20	
	Putty	13.00	liters	725.00		1,025.00	1.200.00	
	Consumables	1.00	lot					1,000
	SUB-TOTAL VII							
VIII	Electrical Works	1.00	lot					
	Chipping Works and Restoration 18W Daylight T8 LED Batten Tube Lightings	10.0	pcs	22010		2151010	1,400,000	
	3 Way Switch	2.0	pcs	1000		(10011)	1700	011810
	3.5mm2 THHN Wire	1.0	box			1,1110101	14/2000	
	1/2 * Diameter x 50m Flexible Hose	1.0	roll	140010		15 (11)	270.00	¥ //(0,1)
	1/2 * Diameter PVC Pipe Consumables, box, fittings and accessories	5.0 1.0	pcs lot			2 110 10	1100.00	
	SUB-TOTAL VIII							
COLLEGE O	F BUSINESS PATHWAY							
IX	Demolition and Disposal Works							
	Removal of temporary gutter	1.00	lot					
	SUB-TOTAL IX							
		1			1			ı
х	Tinsmithry Works	5.00	pcs	480,00	100.00	2 250 00		3.15.00
х	Tinsmithry Works Pre-Painted Gutter, GA24 12" x 1" GI Strap	5.00 10.00	pcs pcs	10000	112112	1112111	(17/10/0 (17/10/0	
х	Tinsmithry Works Pre-Painted Gutter, GA24 12" x 1" GI Strap Blind Rivets	10.00 1.00	pcs box					
X	Tinsmithry Works Pre-Painted Gutter, GA24 12* x 1* GI Strap Blind Rivets Consumables	10.00	pcs					
	Tinsmithry Works Pre-Painted Gutter, GA24 12" x 1" GI Strap Blind Rivets Consumables SUB-TOTAL X	10.00 1.00	pcs box					
X	Tinsmithry Works Pre-Painted Gutter, GA24 12* x 1* GI Strap Blind Rivets Consumables	10.00 1.00	pcs box					
	Tinsmithry Works Pre-Painted Gutter, GA24  12* x 1* GI Strap  Blind Rivets Consumables  SUB-TOTAL X  Downspout PVC Pipe, 3*, Series 1000  PVC 90 deg elbow, 3*, Series 1000	10.00 1.00 1.00 1.00	pcs box lot pc pc					
	Tinsmithry Works  Pre-Painted Gutter, GA24  12* x 1* GI Strap  Blind Rivets  Consumables  SUB-TOTAL X  Downspout  PVC Pipe, 3*, Series 1000  PVC 90 deg elbow, 3*, Series 1000  Consumables	10.00 1.00 1.00	pcs box lot					
XI	Tinsmithry Works  Pre-Painted Gutter, GA24  12" x 1" GI Strap  Blind Rivets Consumables  SUB-TOTAL X  Downspout  PVC Pipe, 3", Series 1000  PVC 90 deg elbow, 3", Series 1000  Consumables  SUB-TOTAL XI	10.00 1.00 1.00 1.00	pcs box lot pc pc					
XI REPAIR AND	Tinsmithry Works  Pre-Painted Gutter, GA24  12* x 1* GI Strap  Blind Rivets  Consumables  SUB-TOTAL X  Downspout  PVC Pipe, 3*, Series 1000  PVC 90 deg elbow, 3*, Series 1000  Consumables  SUB-TOTAL XI  DUPGRADING OF MAIN DISTRIBUTION PANEL	10.00 1.00 1.00 1.00	pcs box lot pc pc					
XI	Tinsmithry Works Pre-Painted Gutter, GA24  12* x 1* GI Strap  Blind Rivets Consumables  SUB-TOTAL X  Downspout PVC Pipe, 3*, Series 1000 PVC 90 deg elibow, 3*, Series 1000 Consumables  SUB-TOTAL XI  DUPGRADING OF MAIN DISTRIBUTION PANEL  Electrical Works	10.00 1.00 1.00 1.00	pcs box lot pc pc					
XI REPAIR AND	Tinsmithry Works  Pre-Painted Gutter, GA24  12* x 1* GI Strap  Blind Rivets  Consumables  SUB-TOTAL X  Downspout  PVC Pipe, 3*, Series 1000  PVC 90 deg elbow, 3*, Series 1000  Consumables  SUB-TOTAL XI  DUPGRADING OF MAIN DISTRIBUTION PANEL	10.00 1.00 1.00 1.00	pcs box lot pc pc					

#### DETAILED COST ESTIMATE

Project: Repair and Maintenance of School Buildings at Rodriguez Campus

Location: URS Rodriguez Campus

ITEM	WORK DESCRIPTION	QUANTITY	UNIT	UNIT COST (PHP)		co	TOTAL (PHP)	
HEM	WORK DESCRIPTION	QUARTITY	ONIT	MATERIAL	LABOR	MATERIAL	LABOR	TOTAL (PHP)
	Design of New Main Distribution Panel, Bus Bar Gutters and Breaker Gutters w/ Sign and Seal of PEE	1.00	lot	15,802 02	2.2260.000	15,000 00	2,230,20	17,250.0
	Replacement of All Existing Main Distribution Panel, Bus Bar Gutter, Breaker Gutter, Main Circuit Breaker, Branch Circuit Breakers, Wires and Accessories	1.00	lot	1 341 3533 183	15,000,00	130,1000100	19,000,00	145,000.0
	Rectification of Distribution Line from Main Distribution Panel to College of Education Building	1.00	lot	221,000,00	200000 20000 20000		2,400.00	22,400.0
	SUB-TOTAL XII							
TOTAL DIREC	CT COST							1,011,15161
OVERHEAD, CONTINGENCIES AND MISCELLANEOUS (OCM) 10% of DC						127,2520		
CONTRACTO	R'S PROFIT					8%	of DC	102,261,67
VAT (5% OF 1	THE SUM OF DC, OCM AND PROFIT)	_		_		5%	of DC, OCM, PROFIT	15,1122.1
TOTAL PRO	JECT 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.

# **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]

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

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

#### **AFFIDAVIT**

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- [Select one, delete the other:]
   [If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];
   [If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];
- 2. [Select one, delete the other:]
  - [If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;
  - [If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];
- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]
  [If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or

the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

IN	WHEREOF, Philippines.	I have	hereunto	set my	hand	this	day	of	_, 2	20	at
			[Insert			DDER ( ESENTA			НО	RIZE	ΞD

[Insert signatory's legal capacity

**Affiant** 

# **Checklist of Technical and Financial Documents**

# I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

<u>Leg</u> □	(a)	<u>cuments</u> Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Tec</u>	(b) S	tatement of the prospective bidder of all its ongoing government and private ontracts, including contracts awarded but not yet started, if any, whether similar r not similar in nature and complexity to the contract to be bid; <b>and</b>
	(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; <a href="mailto:and">and</a>
	(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)	<ul> <li>Project Requirements, which shall include the following:</li> <li>a. Organizational chart for the contract to be bid;</li> <li>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;</li> </ul>
		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; and
	(g)	Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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.
<u>Fin</u>		<u>I Documents</u> The prospective bidder's computation of Net Financial Contracting Capacity
Ш	(h)	(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.	II. FINANCIAL COMPONENT ENVELOPE		
		(j)	Original of duly signed and accomplished Financial Bid Form; and
	Oth	er doo	cumentary requirements under RA No. 9184
		(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
		(m)	rentals used in coming up with the Bid; <u>and</u>
	Ш	(m)	Cash Flow by Quarter.

