

PHILIPPINE BIDDING DOCUMENTS

PUBLIC BIDDING NO: PBM 2021-16INF

**(NEGOTIATED PROCUREMENT-53.1 TWO-FAILED BIDDINGS)
REPAIR OF FIRE ALARM SYSTEM AT EBLH,
UP MINDANAO**

Date Issued: June 2021

Sixth Edition

July 2020

Pursuant to GPPB Resolution No. 16-2020

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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



University of the Philippines Mindanao

Invitation to Bid for the Negotiated Procurement (Two-Failed Biddings) for the Repair of Fire Alarm System at EBLH, UP Mindanao

- The University of the Philippines Mindanao (UP Mindanao), through the GAA 2020 invites PhilGEPS registered contractors to bid for the project:

Qty	Item / Description	Approved Budget for the contract	Delivery Period
One (1) Lot	Negotiated Procurement (Two-Failed Biddings) for the Repair of Fire Alarm System at EBLH, UP Mindanao	₱ 1,099,997.85	within Sixty (60) calendar days upon receipt of NTP

Bids received in excess of the ABC shall be automatically rejected at bid opening.

- The University of the Philippines Mindanao now invites bids for the above Procurement Project. Completion of the Works is required 60 calendar days from receipt of Notice to Proceed. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- Interested bidders may obtain further information from *Supply and Property Management Office* and inspect the Bidding Documents at the address given below from 8:00AM-4:00PM.
- A complete set of Bidding Documents may be acquired by interested Bidders from the address below and upon payment of Bidding Documents in the amount as follows:

Qty	Item / Description	Amount of Bid Documents
One (1) Lot	Negotiated Procurement (Two-Failed Biddings) for the Repair of Fire Alarm System at EBLH, UP Mindanao	₱ 5,000.00

The schedule of bidding activities is as follows:

ACTIVITIES	SCHEDULE	VENUE
Advertisement/Posting of Invitation to Bid	June 17, 2021	www.philgeps.gov.ph www2.upmin.edu.ph
Issuance and Availability of Bid Documents/ Signed Plans	June 17, 2021	www.philgeps.gov.ph www2.upmin.edu.ph SPMO 1F, UP Mindanao, Mintal, Davao City
Negotiation	June 25, 2021 Time: 9:00 A.M.	Via Zoom
Issuance of Supplemental Bid Bulletin	June 25, 2021	www.philgeps.gov.ph www2.upmin.edu.ph
Deadline of Submission and Opening of Bids	July 2, 2021 Time: 9: 00 A.M. July 2, 2021 Time: 10: 00 A.M.	SPMO 1F, UP Mindanao, Mintal, Davao City bac.upmindanao@up.edu.ph via Zoom

6. The University of the Philippines Mindanao will hold a Negotiation on June 25, 2021 at 9:00 A.M. through videoconferencing/webcasting via Zoom and Youtube which shall be open to prospective bidders. Please ask for Zoom link from bac.upmindanao@up.edu.ph.
7. The University of the Philippines Mindanao 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.
8. For further information, please refer to:

Bids and Awards Committee for Infrastructure and Consulting Services
c/o SPMO, 1F, Administration Building,
UP Mindanao, Mintal, Davao City,
bac.upmindanao@up.edu.ph

June 2021

(SGD)
PROF. LEO MANUEL B. ESTANA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, University of the Philippines Mindanao invites Bids for the **NEGOTIATED PROCUREMENT (TWO-FAILED BIDDINGS) FOR THE REPAIR OF FIRE ALARM SYSTEM AT EBLH, UP MINDANAO** with Project Identification Number Bid Reference No. PBM 2021-16INF.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2020 in the amount of **P1,099,997.85**.

2.2. The source of funding is:

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

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 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 PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section 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 *[indicate date]*. 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 **IB Supplemental Guidelines**.

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: Repair of Fire Alarm System.															
7.1	<i>Subcontracting is not allowed.</i>															
10.3	<i>[Specify if another Contractor license or permit is required.]</i>															
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Engineer</td> <td style="text-align: center;">3 yrs.</td> <td style="text-align: center;">3 yrs</td> </tr> <tr> <td>Foreman</td> <td style="text-align: center;">3 yrs.</td> <td style="text-align: center;">3 yrs.</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Engineer	3 yrs.	3 yrs	Foreman	3 yrs.	3 yrs.						
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10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Equipment</u></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Welding Machine -</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>Hand Drill -</td> <td></td> <td style="text-align: center;">3</td> </tr> <tr> <td>Grinding Machine -</td> <td></td> <td style="text-align: center;">3</td> </tr> <tr> <td>Ladder -</td> <td></td> <td style="text-align: center;">3</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Welding Machine -		1	Hand Drill -		3	Grinding Machine -		3	Ladder -		3
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Welding Machine -		1														
Hand Drill -		3														
Grinding Machine -		3														
Ladder -		3														
12	<i>[Insert Value Engineering clause if allowed.]</i>															
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond. 															
19.2	<p>Partial bids are allowed, as follows: <i>Not applicable</i></p>															
20	<p>For purposes of Post-qualification, the following document(s) shall be required:</p> <ol style="list-style-type: none"> 1. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall include the following: <ol style="list-style-type: none"> (a) Purchase Order or Contract or Notice of Award or Notice to Proceed ; and (b) Contractors Performance Evaluation System (CPES) rating sheet with satisfactory rating or Certificate of Completion and/or Owner's Acceptance. 2. Proof of Ongoing and Awarded Contracts but not yet started contracts as identified in the Statement of All Ongoing Government & Private Contracts, which shall include the following: 															

	<p>(a) Notice of Award or equivalent; and (b) Certificate of accomplishments signed by the Owner or Project Engineer or in case the project was just awarded or still in the mobilization stage, a certification in lieu of the certificate of accomplishment signed by the Owner or Project Engineer should be submitted.</p> <p>3. Key Personnel individual resumes and photocopy of PRC Licenses of the Engineers and Accreditation from DOLE-OHSC (for the Health and Safety Officer).</p> <p>4. Required Equipment proof of ownership, lease and/or purchase agreement. For lease and purchase agreement, such proof must include a certification of availability of equipment from the lessor/vendor for the duration of the project.</p> <p>5. Sworn Statement of compliance with the Drawings and Specifications</p> <p>6. Valid Certificate of PhilGEPS Registration (Platinum Membership)</p> <p>7. Latest Income Tax Returns for 2020 for fiscal/calendar year (BIR Form 1701 or 1702) is required; and</p> <p>8. Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering the six months period immediately preceding the date of opening of bids.</p> <p>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).</p> <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.</i></p>
21	<p>The following additional contract documents relevant to the Project are required and should be submitted with the Technical Specifications:</p> <p>1. Construction schedule and S-curve, 2. Manpower schedule, 3. Construction methods, 4. Equipment utilization schedule, and 5. Construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.</p>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

Special Conditions of Contract

GCC Clause	
2	<i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i>
4.1	<i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i>
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i>
7.2	<p><i>[Select one, delete the other.]</i></p> <p><i>[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:]</i> Fifteen (15) years.</p> <p><i>[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:]</i> Five (5) years.</p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) years.</p>
10	<p><i>[Select one, delete the other:]</i></p> <p style="padding-left: 40px;">a. Dayworks are applicable at the rate shown in the Contractor’s original Bid.</p> <p style="padding-left: 40px;">b. No dayworks are applicable to the contract.</p>
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 <i>[insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment]</i> .
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 <i>[date]</i> .

	The date by which “as built” drawings are required is <i>[date]</i> .
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

TECHNICAL SPECIFICATION FOR FIRE DETECTION AND ALARM SYSTEM FOR EBLH

1. GENERAL REQUIREMENTS

The fire detection and alarm system may comprise of main fire alarm control panels, optical smoke/heat sensors, heat sensors, and optical smoke/heat sensor with integral sounder units, manual call points, electronic sounders, repeat panels, and interface units, each with its own short circuit built-in isolators. All loop cabling and any other components and accessories deemed necessary for a safe, reliable and satisfactory system will conform to the relevant and applicable requirements and recommendations of Hospital Technical Memorandum, with BS EN 54-2 & 4 BS EN 50130-4 LPCB to the requirements of EN54 Parts 2 & 4.

Contractor will train and instruct client's personnel in the correct use, operation and supervision of the system, prior to the handing over of the project.

The system will be fully programmed to accommodate at least 128 fire zones. The system will be configured to allow on site modifications with the minimum of disruption using the PC based software to facilitate future changes or alterations to the buildings.

2. SYSTEM DESCRIPTION

The fire detection and alarm system will be designed to facilitate accurate identification of the source of heat / smoke / fire in their early stages to minimize occurrences of false alarms due to faulty equipment, electrical transients, system faults etc.

The fire alarm control panels will make final decision on whether a fire or fault exists by comparing the plotted patterns from a fire sensor against known fire and fault patterns held in its memory. System will be true Analogue with the ability to print the output from a fire sensor over a period of time.

All system components and devices will be connected to two-wire loop circuits (as shown in the typical schematics) with each component having its own individual built-in isolator. Removal or disconnection of any component from the loop will not affect the functioning and performance of other components and the system.

System will be of safe addressable type i.e. all the devices on the loops of the FACP will be allocated addresses automatically from the panel at the time of system power up on a numerically lowest unused value basis (algorithms) and also given an address during commissioning, the value of which will be stored in non-volatile memory, within the electronics module of the outstation. This value will be read during loop allocation and provided it is valid will be used to setup the outstations primary address.

SAFE Addressing will cover the benefits of Soft Addressing and also overcome the limitations of Hard Addressing. This means that if the devices are inserted or removed all the existing devices will keep the same address. The panel will allocate the address in strict sequential order when the loop is powered up to speed up commissioning and ensure that it is impossible for two devices to have the same address.

Fire Detection and Alarm Systems, which rely only on soft addressing or hard addressing techniques, are not acceptable.

Facilities will be provided to constantly monitor and check the following circuits and fault conditions:

- The power supply to the loop /s;
- For open-circuit, short-circuit, earth fault and any other fault condition in the loop wiring;
- For communication failure and errors in all cards and loops

All devices Optical/Heat Sensor, Heat Sensor, Optical Smoke /Heat Sensor Sounder, Fire Alarm Interface Units, Electronic Sounders, Manual Call Points, etc. will be installed on the same loop. And shall have build in isolators in all outstations

All devices will be assigned a maximum of 32 character alphanumeric label. In case of fire, fault or warning, the label of device sensing threshold will appear on visual display unit of the panel.

Any correction in label will have to be carried out from the built-in keyboard of FACP. Use of separate PC or tools for on-site programming will not be acceptable.

Any event i.e. Fire, fault or warning will be recorded with time, date and place of occurrence in the memory of FACP. These events can either be displayed on VDU or printed, as required.

Provision will be done at the fire alarm control panels to silence the loop powered alarm sounders but the visual indication will remain until the system is reset.

It will be possible to change the sensitivity of analogue sensors from fire alarm control panel only.

The sensitivity will be varied automatically, if required, by time zoning feature whereby it allows sensors to be programmed to respond at different sensitivities relative to any time of day, and any day of week.

Facility to introduce / change delay periods in operating loop powered individual sounders / group of sounders /speaker circuits, will be possible to program from FACP without the need to change any hardware.

The main fire alarm control panels will be located as shown on the schematics and the floor drawings.

3. SYSTEM OF OPERATION

In the event of a fire being reported from the smoke/heat Detectors, activation of manual call points the sequence of alarm operation will be as follows:

If a fire condition is reported from a smoke or heat detector, Manual Break Glass, then the evacuation alarm tone will be done by the electronic sounders in the same zone. Then after a certain delay (to be agreed at the time of commissioning) or after 3 minutes the alarm has not been acknowledged, the evacuation tone from the sounders will be activated in the adjacent fire zones. Or on the floor directly above and below. All other floors or zones will be given the Alert tone. The evacuation of the building will be staged in phases to allow orderly movement of people.

4. SYSTEM COMPONENTS AND DEVICES.

MAIN FIRE ALARM Multi-tasking, multi-loop modular type control and indicating panel of **SOFT AND SAFE** Addressable type will be installed as shown in the drawings. The Fire Alarm Control Panel will comply with BS EN 54-2 & 4 BS EN 50130-4 LPCB to the requirements of EN54 Parts 2 & 4.

The panel will be computer controlled using analogue technique to detect smoke / heat / fire conditions. The panel will be complete with, but not limited to, the following elements:

1. Visual display unit capable of displaying LCD Alphanumeric 40 characters x 8 line display minimum backlit display.
2. Built-in 40 character thermal printer operating when the access door is open there will also be an option to enable the printer when the door is closed.
3. Built-in full QWERTY keyboard. Labeling of devices will be done from this keyboard. Also, this keyboard if required will do any correction in label and on site programming & maintenance.
4. Integral rechargeable sealed lead acid battery and charger, with 24 hour back up in the event of supply mains failure.
5. Essential controls - sound alarms, silence alarms and reset fire. These will be enabled by a key switch.
6. Cancel fault buzzer
7. Fire, fault, warning and power on lamps.
8. Simple menu driven function keys with password protection will allow users to an extensive range of software based features such as:
 - Last 100 fire events
 - Last 255 system events

- Current fault and warning logs.
 - Analysis of analogue sensor information
 - Interrogation of sensor cleanliness
 - Loop map connections
 - Enable/ disable sensors, zones, sounders, interface unit channels.
 - Fire plan configuration menus
 - Outstation label changes
 - Address allocation
 - Status of outstation
 - Status of all cards
 - Printer on, off, line feed and test facilities.
 - Address allocation including SAFE addressing.
9. All control buttons and keyboard will be enclosed behind a lockable cover.
 10. Up to 200-device capacity.
 11. RS 232/ RS 485 computer communication option.
 12. Will have minimum of 2 Master alarm circuits 24V 400Ma max per circuit.
 13. Will have a secure networking facility to indicate a remote zone and remote zone text across the network.

In addition to the above, all other necessary controls, elements and accessories will be included to provide a complete and efficient panel conforming to the requirements of BS 5839: part 4: 1988

Manual Call Points:

The manual call points shall be electrically compatible with all of the aforementioned sensor types. Each device shall contain its own microprocessor giving a 1 second response time from initiation as required within BS5839. The MCP shall be available as a semi-flush mounting unit fixing to a standard single gang recessed box or as surface mounting unit on a matching red plastic back box.

The MCP will have the ability to be tested functionally without the need to remove the front cover or breaking the glass with a special test key (supplied as standard). The key shall insert in the front facia of the MCP ensuring easy access of the key at all times. The key will also be used to reset the MCP when fitted with a resettable plastic element. The option to retrofit a clip-on transparent plastic cover to prevent accidental or malicious activation should be available as standard and give the unit an IP55 ingress rating when fitted to the plastic back box.

ALARM SOUNDERS

Install as shown in the drawings. These will comply with the requirements of BS EN 54-3 BS EN 50130-4. Alarm Sounders are all Electronic sounders Addressable and loop powered and Standard Evacuate & Alert tone with voice messaging Programmable tones selectable by control panel. Programmable tones are selectable by control panel Sounder frequency as defined in BS5839.

Synchronisation of all sounders to be fully synchronised with all other analogue addressable loop powered sounder speech devices on the system.

The safe addressable Alarm Sounders will be loop wired and loop signaled and provided with built-in short circuit isolation and will be sited in the emergency stairwell staff/utility areas and plant rooms. The sounders will be configured via software to operate individually or in sectorised groups, totally independent of the way they have been connected to the loops. The sounders will have the synchronization feature to ensure that all the sounders give alert and evacuate tones that are totally in phase. Conventional Sounders that "free-run" and therefore be out of phase with each other will not be accepted.

The Sounders will have Minimum sound pressure level 103 dBA at 1 metre with frequencies of 970 Hz and 910 Hz. Variety of sounds will be available.

Interface Modules:

Fire detection interface units will be directly connected to the loop to provide both inputs and outputs for the control or annunciation of other life safety, security and building management systems. These units shall be either self-contained wall mountable units or DIN rail mounting units for fitting within 3rd party control equipment/panels. Each device will incorporate a short circuit isolator as standard to maintain system integrity in the event of an equipment failure or wiring fault. As standard six variants will be available:

- (i) 4 channel input and/or output interface
- (ii) 1 channel Low Voltage input/output interface
- (iii) 1 channel Low Voltage input only interface
- (iv) Mains Voltage 240V 13A switched output interface
- (v) Mains powered 4 channel interface with monitored integral power supply unit, battery standby and 250mA output circuits
- (vi) Key switch operated single channel interface

PART 5 - EXECUTION

5.1 INSTALLATION

Fire alarm components will be installed directly to conduit outlet boxes at the following mounting heights above finished floor level, measured to the center of box unless stated otherwise.

Fix manual call station semi-recessed at 1.50 Mt. heights above finished floor.

Automatic smoke and heat sensors: Ceiling mounted

Alarm sounders: 2.20 Mt. above finished floor

Outdoor alarm: fix where indicated by fire dept. and approved by the Client / Consultant engineer.

External response indicators: fix beside or above doors as directed by the client

engineer / as shown on the drawings.

5.2 WIRING AND WIRING FACILITIES:

Supply and install the necessary conduit, enclosed trucking to the Fire Cable and accessories and wiring for the fire alarm system.

All cables associated with Fire Alarm installation will be of fire resistant 2 core 1.25 sq. mm.

The cable for use on the Fire Alarm loop will be of the following type and specification.

The cable is to BS 6207: Part 1 having

Typically no more than 2 cores:

A maximum of 190 pF/m intercore capacitance

A maximum of 220 pF/m core to screen capacitance

A maximum of 13 ohms per core

Each core having 1.25 sq. mm cross sectional area

A red cover sheath (preferred for alarm applications)

Having continuous metal sheath encapsulation

Fire resistant tested to BS6387 categories CWZ.

Multi core cables having more than 2 cores will not be allowed for loop wiring due to inadequate separation and possible interference problems.

Cable will be; **Firecell SR114, Pirelli FP400 cable** or approved equivalent.

All wiring will be installed to provide complete and satisfactory function system in all respects. All cable terminations at components and junction boxes will have identification tags, indicating through out the system.

The Fire Alarm/Detection system wiring will be completely independent from the other system wiring in all respects in accordance with the IEE Regulations.

5.3 TESTING AND COMMISSIONING

After the installation is complete, the contractor will conduct operating and commissioning tests. The equipment will be demonstrated to operate in accordance with the requirements of the specification. The system installation, testing and commissioning will be as per Local approvals and requirements.

The fire alarm system will be completely programmed in accordance with Fire Department requirement and a specialist from the manufacturer will attend and demonstrate the complete system. A company trained representative will personally supervise the complete installation and final testing of the system.

All tests will be carried out in the presence of the Client or persons authorized by the consultant / client. Upon the completion of the acceptance tests, the representatives will instruct operatives in the proper operation, maintenance programming, configuration, and testing of the system. The vendor will provide equipment and /or software which is necessary to allow field modification of the programming and configuration.

Section VII. Drawings

(Please see separate files.)

List of Drawings:

1. EBL Ground Floor
2. EBL Legend and General Notes
3. EBLH Second Floor

Section VIII. Bill of Quantities

(Please see attached file containing Blank BOQ Form)

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) 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**
- (f) 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**
- (g) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid
License Category:D; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (i) 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; **and**
- (j) 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

- (k) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- (m) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (n) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

- (o) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (p) Duly accomplished Detailed Estimates Form, including summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (q) Cash Flow by Quarter.

SAMPLE FORMS

Bid Form

Date: _____

To: *[name and address of PROCURING ENTITY]*

Address: *[insert address]*

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

The discounts offered and the methodology for their application are: *[insert information]*;

- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].**

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

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Form of Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder’s conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Contractor).

Binding Signature of Procuring Entity

Binding Signature of Contractor

[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]

Omnibus Sworn Statement

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

A F F I D A V I T

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

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

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]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, 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;
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 following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure 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.

11. *[Name of Bidder]* hereby designates the following as its official contact details where notices and other communication may be sent:

Telephone No/s.: _____
Fax No/s.: _____
E-mail Address: _____
Mobile No.: _____

It is understood that notice/s transmitted to any of the above-stated contact details shall be deemed received as of the date of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents, Republic Act No. 9184 and other pertinent laws and issuances shall commence from the date of transmission thereof.

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

SUBSCRIBED AND SWORN to before me this__ day of [month] [year] at [place of execution], Philippines. Affiant/s exhibited to me his/her [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no.

_____ issued on _____ at _____.

Witness my hand and seal this__ day of [month] [year].

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorney's No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

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

**The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

Note:

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

Invitation to Bid [*Insert reference 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 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 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 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;
 - c. I am/we are declared as 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'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no.

_____.

Witness my hand and seal this day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorneys No. _____

PTR No., *[date issued]*, *[place issued]* **IBP**

No., *[date issued]*, *[place issued]* **Doc. No.** _

Page No. Book

No. Series of _.

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

SWORN STATEMENT OF COMPLIANCE WITH THE DRAWINGS AND SPECIFICATIONS

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

1. That I am the [Position of the Authorized Representative] of the [Name of Bidder] with office at [Address of the Bidder]
2. That in compliance the requirements of UP Diliman, I hereby certify that [Name of Bidder] will undertake construction of the Project in accordance with the Drawings and Building Specifications as indicated in the Bidding Documents including Supplemental/Bid Bulletins, if any, for said Project.
3. That I am making this statement as part of the requirement for the Technical Proposal of the [Name of Bidder] for the [Name of Contract/Project] of the UP Diliman.

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

Affiant

SUBSCRIBED AND SWORN to before me in the City/Municipality of _____ (indicate also the Province in the case of the Municipality) this _____ day of _____ (month & year) _____ by _____ (name of affiant) _____, who has satisfactorily proven to me his identity through his _____ (ID name and number) _____ valid until _____ (expiry date) _____, that he is the same

person who personally signed before me the foregoing Affiant and acknowledged that he executed the same.

(Notary Public)

Until	_____
PTR No.	_____
Date	_____
Place	_____
TIN	_____
IBP	_____

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