

PHILIPPINE BIDDING DOCUMENTS

Government of the Republic of the Philippines



UNIVERSITY OF THE PHILIPPINES CEBU

Construction of UP Cebu's Chemical and Hazardous Waste Storage Facility

APPROVED BUDGET FOR THE CONTRACT

**Three Million Three Hundred Thirty Thousand Pesos
Only (₱3,330,000.00)**

**Sixth Edition
July 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 Cebu***

Construction of UP Cebu's Chemical and Hazardous Waste Storage Facility

1. The *University of the Philippines Cebu*, through the *GAA 2024* intends to apply the sum of ***Three Million Three Hundred Thirty Thousand Pesos (₱3,330,000.00)*** being the Approved Budget for the Contract (ABC) to payments under the contract for ***Construction of UP Cebu's Chemical and Hazardous Waste Storage Facility*** with contract ID *I-2024-002*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *University of the Philippines Cebu* now invites bids for the above Procurement Project. Completion of the Works is required ***180 (One Hundred Eighty) 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 the Philippines Cebu* and inspect the Bidding Documents at the address given below from *8:00 AM – 12:00 NN, 1:00 PM – 5:00 PM*.
5. A complete set of Bidding Documents may be acquired by interested bidders on *May 15, 2024* 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 Only (₱5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or through email*.
6. The *University of the Philippines Cebu* will hold a Pre-Bid Conference on *May 23, 2024, 10:00AM* at *UP Cebu BAC Office, Ground Floor New Science Building, Gorordo Ave., Lahug, Cebu City* and via *ZOOM*
Meeting ID: 963 3834 4835 Passcode: UPCBACPreB
which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address as indicated below on or before *June 5, 2024, 10:00AM*. Late bids 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 *June 5, 2024, 10:00AM* at the given address below *UP Cebu BAC Office, Ground Floor New Science Building, Gorordo Ave., Lahug, Cebu City*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity face to face or via ZOOM

Meeting ID: 983 9167 8737 Passcode: UPBACOpen

10. The *University of the Philippines Cebu* 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:

GiNESSA Rupinta
BAC Secretariat Chair
Bids and Awards Committee
UP Cebu, Lahug, Cebu City
bac_sec.upcebu@up.edu.ph
(032) 232-8187 loc 316

12. You may visit the following websites:



For downloading of Bidding Documents:

Dr. Lorel S. Dee
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *University of the Philippines Cebu* invites Bids for the *Construction of UP Cebu's Chemical and Hazardous Waste Storage Facility* with Project Identification Number *I-2024-003*.

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 *2024* in the amount of *Three Million Three Hundred Thirty Thousand Pesos (₱3,330,000.00)*.

2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.

- 7.1. 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.
- 7.2. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting via Zoom 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 tradable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. Payment of the contract price shall be made in:
Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **October 1, 2024**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and

evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause																						
5.2	<p>The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) for the last Three (3) <i>years</i> that is similar to this Project.</p> <p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: Storage or waste facility</p>																					
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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>Sixty Six Thousand Pesos Only (P66,000.00)</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>One Hundred Sixty Five Thousand Pesos Only (P 165,000.00)</i>, if bid security is in Surety Bond. 																					

19.2	Partial bid is not allowed.
20	<i>No further instructions.</i>
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, The following shall be submitted together with the bid.</p> <p>A. The bidder's proposed</p> <ul style="list-style-type: none"> • <i>Program of Works</i> • <i>Work Schedule/Master construction Schedule</i> • <i>Bill of Quantities with actual unit costs</i> • <i>Manpower and Equipment Schedule</i> • <i>Construction safety and health program (to be approved by the DOLE if given the award)</i> • <i>Proposed plans/drawings</i> <p>B. Certificate of site inspection signed by OCA</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 R.A. No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract

acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

10. Dayworks

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

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

GCC Clause	
2.0	<i>Completion of works under the contract will be One Hundred Eighty (180) calendar days regardless of sectional works completed, reckoning from the date of receipt of the NTP</i>
4.0	<i>The procuring entity shall give possession of the part of the site to the contractor on the date of receipt of NTP by the successful bidder. Work start notice shall be given by the contractor to the PE specifying the area of works to be approved by the PE through the Office of the Campus Architect (OCA) prior to commencement of works</i>
6	No further instructions
7.2	Warranty against structural defects shall cover a period of Two (2) years from the date of issuance of the Certificate of Final Acceptance.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Works to the <i>Office of the Campus Architect</i> within <i>five (5)</i> calendar days from the receipt of the Notice of Award.
11.2	Progress Reports must be submitted monthly . The amount to be withheld for late submission of an updated Program of Work is 1% of the contract amount.
13	The amount of the advance payment is <i>15% of the total contract price and payments shall be made through accomplishment progress billing by the contractor as confirmed by the OCA</i>
14	Progress payment #1 may be made only upon completion of at least 30% of the contract Materials and equipment delivered on the site but not completely put in place shall be included for payment. Materials submittal shall be submitted by the contractor to the OCA prior to delivery.
15.1	No further instructions
15.2	No further instructions

Section VI. Specifications
Section VII. Drawings
Section VIII. Bill of Quantities

Scope of Works
Construction of UP Cebu's Chemical and Hazardous Waste (CHW) Storage Facility

BACKGROUND

Hazardous wastes are kept in the campus. The sources of hazardous wastes in the UP Cebu Lahug campus are the 1) chemical wastes from the laboratories of the Department of Biology and Environmental Science (DBES) and UP High School, 2) medical wastes, particularly used face masks and gloves, mainly from HSU/Clinic and DBES, and 3) used paints, solvents, and containers from the College of Communication, Art and Design (CCAD) Fine Arts Program.

The chemical wastes generated by the DBES laboratories are currently stored in drums and polyethylene containers in the Chemistry and Biology labs for temporary storage. These wastes are segregated according to their chemical compatibility and hazard classification from DENR DAO 2013-22 or the Revised Procedures and Standards for the Management of Hazardous Wastes.

Because of this, the DBES, in accordance with its Hazardous Waste Management Plan (HWMP), is proposing to put up a separate chemical waste storage facility that serves as a management facility of all the hazardous wastes in the campus and meets the minimum requirements set by DENR DAO 2013-22, particularly provisions on proper waste segregation and emergency response equipment. This is aside from the fact that the requirements in securing the University's Environmental Compliance Certificate (ECC) from DENR include the HWMP and the chemical storage facility. Without this permit, the University cannot dispose its hazardous wastes to third-party collectors.

DESIGN BRIEF

The facility will store the chemicals and hazardous wastes before they are transported and disposed of by a recognized external transporter. The chemical and other hazardous wastes are temporarily stored in the chemistry laboratory, which could pose a significant hazard to our faculty, staff, and students.

Storage requirements are the following a.) Be accessible b.) Be enclosed but adequately ventilated c.) Have floors that are impermeable to liquids and resistant to attack by chemicals, not slippery, and constructed to retain spillages d.) Be properly secured and not easily accessed by unauthorized persons e.) Have provisions for proper waste segregation in accordance to its chemical properties & waste type f.) Have provision for proper drum handling and storage g.) Have full emergency response equipment corresponding to the class of wastes being stored h. Ensure that all categories of wastes allowed to be stored within a prescribed period

The Facility can store maximum hazardous waste accumulation time is one (1) year, except for wastes that have no infrastructure for proper treatment and disposal.

Furthermore, the CHW facility is significant since it is one of the requirements in UP Cebu's application for an Environmental Compliance Certificate (ECC). Thus, acquiring this facility for UP Cebu is of great help in securing the ECC at the same time, significantly helps in fulfilling the following UN Sustainable Development Goals (SDG) for UP Cebu:

1. SDG 3: Good Health and Well-Being

The construction of the CHW facility plays a vital role in protecting the faculty, students, and staff from sickness and intoxication due to the presence of these hazardous wastes near them.

2. SDG 4: Quality Education

As an academic institution, UP Cebu is responsible for improving school facilities to provide a safe environment for all, aside from making sure to deliver quality education accessible to all. One way of accomplishing our responsibility is to properly store the University's chemical and hazardous wastes away from the constituents to provide a safe environment for all.

3. SDG 9: Industry, Innovation, and Infrastructure

Allocating resources for a fundamental infrastructure like the CHW facility is vital to addressing UP Cebu's need to ensure a safe environment.

4. SDG 11: Sustainable Cities and Communities

An appropriate facility ensures proper waste management and secures air quality. It is also a way of managing these wastes so as not to compromise the health and safety of the UP Cebu community, particularly the faculty, and students, and not contribute to the adverse effects of climate change.

5. SDG 12: Responsible consumption and production

Educating individuals on the responsible consumption and disposal of chemical and hazardous wastes by acquiring a proper storage facility is essential. Therefore, the construction of the CHW facility contributes to preventing or reducing harm to the UP Cebu community.

I. BASIC INFORMATION OF THE PROJECT

- I.1 Site : UP Cebu - Lahug Campus, Gorordo ave., Lahug, Cebu City
- I.2 Type of Building : Auxiliary Structure (Storage Facility)
- I.3 Approximate Lot Area : 60.00m²
- I.4 Floor Area : 55.00m²
- I.5 ABC of the project : **Three Million Three Hundred Thirty Thousand Pesos (Php 3,330,000.00)**

TABLE 1. SPACE PROGRAM

Construction of UP Cebu's Chemical and Hazardous Waste (CHW) Storage Facility			
SPACE ROOM	DETAILS	AREA	NO. OF ROOMS
A. Ground Floor (Concession Area)			
Chemical Storage / Chemical Waste	<p>Storage for chemical waste, with the following storage requirements:</p> <ul style="list-style-type: none"> a. Be accessible b. Be enclosed but adequately ventilated c. Have floors that are impermeable to liquids and resistant to attack by chemicals, not slippery, and constructed to retain spillages d. Be properly secured and not easily accessed by unauthorized persons e. Have provisions for proper waste segregation in accordance to its chemical properties & waste type f. Have provision for proper drum handling and storage g. Have full emergency response equipment corresponding to the class of wastes being stored h. Ensure that all categories of wastes allowed to be stored within a prescribed period <p>Additional requirement will be a lavatory sink and zocallo or low wall partition min. 200mm height with proper water proofing (chemical grade or approved equivalent) to prevent the spillage of liquids outside the storage area.</p>	3.016m x 4.655m	2
Formalin Waste	<p>Storage for formalin waste, with the following storage requirements:</p> <ul style="list-style-type: none"> a. Be accessible b. Be enclosed but adequately ventilated c. Have floors that are impermeable to liquids and resistant to attack by chemicals, not slippery, and constructed to retain spillages d. Be properly secured and not easily accessed by unauthorized persons e. Have provisions for proper waste segregation in accordance to its chemical properties & waste type f. Have provision for proper drum handling and storage g. Have full emergency response equipment corresponding to the class of wastes being stored h. Ensure that all categories of wastes allowed to be stored within a prescribed period <p>Additional requirement will be a wash basin and zocallo or low wall partition min. 200mm height with proper water proofing (chemical grade or approved equivalent) to prevent the spillage of liquids outside the storage area.</p>	3.308m x 2.00m	1

Emergency Eye Wash and Shower	Pedal operated shower and eyewash for emergency cases	0.90m x 1.20m	1
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TABLE 2. POWER REQUIREMENTS

SPACE ROOM	LIST OF EQUIPMENT	NO. OF UNIT	POWER REQUIREMENT PER UNIT (Watts)	TOTAL POWER REQUIRMENTS (Watts)	PHASE
Chemical Storage / Chemical Waste	Lighting Fixtures	lot	250	500	1
	Power Outlets (GFCI)	2	200	400	1
	Exhaust Fan	4	25	50	1
	Emergency Lights Outlets	2	6	12	1
	Ceiling Fans	2	500	1000	
Formalin Waste	Lighting Fixtures	1	150	150	1
	Power Outlets	1	200	200	1
	Exhaust Fan	1	25	25	1
	Emergency Lights Outlets	1	6	6	1
	Ceiling Fan	1	500	500	
Emergency Eye Wash and Shower	Lighting Fixtures	lot	50	50	1
Sub-total for Ground Floor				2,893	

Auxiliary Facilities Stub-outs

- Access and parking (if required by OBO) and Site development plan
- Accessibility Ramp
- Natural and Mechanical Ventilation
- Proper labeling and signage
- Fire Detection and Alarm System
 - Heat and Smoke sensors
 - Annunciator
- CCTV
- Fire Sprinkler (HCFC type)

BRIEF GENERAL SCOPE OF WORKS:

The Contractor is given **180 Calendar Days (Maximum)** to prepare and submit the documents needed for OBO application and other documents needed for permits from other government agencies for the Proposed Construction of UP Cebu's Chemical and Hazardous Waste (CHW) Storage Facility.

II. PROJECT TIMETABLE

II.1 TIME FRAME. The period for the preparation of Complete set of Construction Documents as well as securing the necessary permits to start the construction is expected to be **180 Calendar Days** INCLUDING periods used during construction.

II.2 The schedule of Works including the construction shall be implemented following the scheme in Table 4.

III. Contractor QUALIFICATION

III.1 The Contractor shall be:

A firm/company duly registered with the Security and Exchange Commission (SEC) or the Department of Trade and Industry (DTI) and owned and managed by professionals qualified to undertake work in Constructing Similar project.

III.2 The A&E DESIGN Contractor shall have demonstrated competence and creativity to address the design problem for projects of similar complexity, use and character. The Contractor shall show previous experience in **Construction of Chemical and Hazardous Waste (CHW) Storage Facility**.

The Bidder shall indicate in his technical proposal, a description of completed and ongoing projects, citing features and merits of particular projects where the above-mentioned requirements have been fulfilled.

IV. MANPOWER AND QUALIFICATION REQUIREMENTS

The Contractor shall provide the manpower requirements upon the effectivity of the contract with the following qualifications and functions:

IV.1 The Contractor manpower requirement for the project shall include the following:

PROJECT KEY PERSONNEL

For Building Permit Documents Preparation

Licensed Registered Architect, Structural Engineer, Master Plumber or Sanitary Engineer, Professional Electrical Engineer, Professional Mechanical Engineer, Professional Electronics & Communications Engineer

For Construction Phase

Project Manager, Project Engineer, General Foreman
(List the names and designation of personnel)

Note: The Contractor shall prepare and required to submit As-Built Drawings signed and sealed by respective professionals

V. SCOPE OF SERVICES

V.1 General Scope of Work

The scope of the Contractor's work shall include the preparation of building plan schemes, design developed drawings and final contract documents for the construction work to be done on the building. In general, the design engagement shall include, but not limited, to the following:

- a) ARCHITECTURAL PLANS
- b) STRUCTURAL PLANS
- c) ELECTRICAL PLANS
- d) ELECTRONICS AND COMMUNICATIONS
- e) SANITARY AND PLUMBING PLANS
- f) MECHANICAL PLANS
- g) FURNITURE, FURNISHING AND EQUIPMENT PLANS
- h) OUTLINE SPECIFICATIONS
- i) TECHNICAL SPECIFICATIONS
- j) BILL OF QUANTITIES AND DETAILED UNIT PRICE ANALYSIS
- k) MASTER CONSTRUCTION SCHEDULE (Ghant chart and S-curve as baseline schedule for the project duration)

Additional Important Notes and Deliverable(s)

1. The Contractor must submit a complete set of Structural Analysis and design data and parameters signed and sealed by the Structural Engineer
2. The Contractor must submit a complete set of Plumbing Analysis and design data and parameters signed and sealed by the Master Plumber
3. The Contractor must submit to UPC the best Construction Methodology in relation to the final duration of the Construction Schedule to finish the Proposed Project on time. In this connection, the Manpower and Equipment Schedule, Construction Safety and Health Program (CSHP) will have a direct relation to the cost, based on the best Methodology identified, Furthermore, The Contractor will also submit to UPC the most realistic Master Construction Schedule (MCS) that will be reflected on the final contract between the UPC and the Contractor to build the project.
4. The Contractor must include the in the BOQ a Line Item that the Contractor will Provide the Exact Location of the Building footprint (definition of points) by giving Survey coordinate locations and also design elevation with fixed existing reference Above mean sea level.
5. The Contractor must submit a T.O. (table of organization) or organizational chart with complete contact numbers of the personnel directly involved in this particular project for easy communication.
6. The Contractor will prepare and release a blueprint for Construction with FCD (For Construction Drawing) markings or initials as the only basis for construction implementation so as not to confuse with other drawings that are not approved.
7. The Contractor will address all RFA (Request for Approval by their designer who signed and sealed the final plans) and RFI (Request for Information) within max of 3 working days.
8. In the event that the Contractor cannot respond the request mentioned above within the prescribe time, UPC-OCA may address such request but will give notice to the Contractor for its decision and implications so as to not delay the construction.
9. The Contractor will submit periodic schedule of site inspection and or as per request by UPC.
10. BOQ must strictly coincide with the construction drawing as well as all the details.
11. Furthermore, Provisions on the R.A. 9184, 2016 revised IRR, Annex E, Contract Implementation Guidelines for the Procurement of Infrastructure Projects Section 1.4 under Variation Orders - Change order/extra work order shall be observed.

V.2 Detailed Scope of Work

V.2.1 Pre-Construction Phase

Preparation of Construction Documents for OBO (Building Permit Application) and Construction.

- (a) A&E Design Development Plans, Elevations and Sections
- (b) Detailed Architectural Designs and Plans
- (c) Detailed Site and Building Engineering Designs and Plans
 - (i) Structural
 - (ii) Sanitary/Plumbing

- (iii) Electrical
- (iv) Electrical Auxiliaries (stub-out provisions)
- (v) Mechanical
- (vi) Electronics (stub-out provisions)
- (d) Detailed Estimates and Bill of Quantities
- (e) Scope of Works and Technical Specifications
- (f) Proposed Design and Construction Schedule (Gantt Chart or PERT/CPM)
- (g) Health and Safety Program for the Construction Phase

V.2.2 Construction Phase

- (a) General Requirements
 - (i) Permits (Building Permit, Electrical Permit, Sanitary Permit, Mechanical Permit, Zoning Permit, Fire Safety Permit, etc.);
 - (ii) Project Billboard;
- (b) Temporary Facilities and Field Office
- (c) Demolition works
- (d) Earth Works
- (e) Structural Works
- (f) Architectural Works
- (g) Sanitary/Plumbing Works
- (h) Electrical Works
 - (i) Electrical Auxiliaries Works - CCTV, etc. (stub-out provision only)
 - (j) Mechanical Works – Exhaust Fan ventilation
 - Electronics Works – Fire Detection and Alarm System

V.2.2.a Permits and Clearances

(a) The contractor shall pay for any and all expenses necessary and incidental for UP Cebu to be able to secure the following:

- (i) Building Permit, Zoning Permit, Electrical Permit, Fire Safety Permit.

(b) The contractor shall, upon authorization by the City Government, make representation with the concerned government agencies to expedite the release of the same.

V.2.2.b Temporary Structures and Facilities

(a) The contractor shall provide and maintain the following:

- (i) Temporary office and/or quarters with water, light, telephone and toilet facilities for the contractor's project team personnel.
- (ii) Temporary bunkhouses/quarters for the contractor's work force complete with toilet and bath facilities.
- (iii) Board-up and temporary fencing of construction site.

- (b) The contractor shall also prepare and implement a plan for egress upon completion of the project.

V.2.2.c Mobilization

The contractor shall mobilize all the required project team personnel, equipment, tools and manpower with the required skills and in sufficient number as may be necessary for his efficient undertaking of the project.

V.2.2.d Construction Supervision

The contractor shall execute all the works under the contract in strict accord with standard engineering methodology and procedures and shall be responsible for maintaining cleanliness and orderliness, health and safety of workers and general public in the project area throughout the duration of the contract.

V.2.2.e Electrification

The contractor shall pay for expenses for the acquisition of the power connection to the local electric utility/cooperative for the temporary lighting of the work area and temporary facilities.

V.2.2.e Quality Control

The contractor shall adhere to the submitted and approved Minimum Material Testing Plan.

V.2.2.f Construction Safety and Health Program Plan as per **DOLE** requirements. (note: Winning bidder will comply and submit all the requirements needed to DOLE)

The following are some of construction safety and health program:

- (a) Safety Program:
 - (i) Contractor provides skull guards, raincoats, working shades, and boots to employees who are assigned to hazardous areas;
 - (ii) Operators, drivers, and other employees who handle equipment must thoroughly check their equipment, lubricate and handle them properly and should be cautious, extra careful at all times to avoid accidents while on duty;
 - (iii) Wires, nails, bolts and other pointed objects should be eradicated in the working areas to avoid possible injuries/accidents;
 - (iv) Seat belts are provided in every truck/vehicle that is being used in the project site;
 - (v) Fire extinguishers are to be placed in equipment such as fuel truck; and

- (vi) Employees are advised on the use of cigarettes, candles and other flammable materials to avoid occurrence of fire.
- (b) Health Program:
 - (i) Medicine cabinet which contains over-the-counter drugs and other first aid supplies which are ready for use in case of sickness or accidents that occur. In case of serious accidents, workers are brought immediately to the nearest hospital;
 - (ii) Employees are lectured once in a while on personal hygiene, health and safety concerns; and
 - (iii) Strictly no drinking liquor during working hours to ensure safety and for health purposes.

V.2.3 Post- Construction

As-Built Plans

The contractor shall do the preparation and submission of as-built plans duly signed and sealed by the respective professionals in the same sheet size and scale as the original drawings in three (3) sets.

Project Acceptance and Turnover

UP Cebu Project Management Team (PMT) from Office of the Campus Architect (OCA) will ensure that the completed works are:

- (a) In accordance with the plans and specifications approved by UP.
- (b) The defects listed in the punch-list after the inspections have been corrected/rectified.

Should the PMT note minor defects, another punch-list of works for rectification shall be prepared and the contractor shall undertake the necessary rectification works prior to final acceptance.

Upon final acceptance of the project, the retention money for the project shall be released accordingly, upon the request and posting of the required one (1) year guarantee bond for contract.

VI. PROJECT DOCUMENTATION

VI.1 The following are the submissions and output requirements of the Project:

TABLE 4. SUBMISSION REQUIREMENTS AND SCHEDULE

Stage	Submission Schedule	Review and Approval Schedule	Outputs	Format	Payment
Preparation of Drawings and other related documents for the Building Permit	Due 15 CD after NTP	Max 6 CD after receipt of final drawings as per pre-approved design from OCA	20x30 Blueprints and other documents needed; signed and sealed by respective professionals: <ul style="list-style-type: none"> ● Architectural ● Structural ● Electrical ● Plumbing ● Mechanical ● Electronics 	Hard copies required by OBO plus additional 5 copies (chancellor copy, OCA copy, Site copy, Modification copy, 1 spare)	15%
	Presentation of drawings to OCA				
Construction Stage	145 CD	As needed <ul style="list-style-type: none"> ● Site Instructions ● Site Memo 	Contractor will submit Required bonds but not limited to surety bond, performance bond, CARI and payment bonds.	As required by OCA	Progress Billing
TOTAL number of CD	7 CD request for final inspection	7 CD Punch-listing	180 CD turn-over of the project	OCA will issue certificate of completion. (Contractor will submit warranty bond good for One (1) year prior to the issuance of Certificate of final acceptance	10% Retention withheld, collectible after one year

VII. PLAN REVIEW AND APPROVAL

VII.1 UPC shall designate personnel responsible for plan review and approval prior blueprinting. All plans submitted shall use the UPC-recommended title blocks, with the following signatories;

- (a) the appointed End-user representative
- (b) the UPC - OCA
- (c) the UPC Vice Chancellor
- (d) the UPC Chancellor

VIII. CONFIDENTIALITY OF DATA

The ownership of all designs, drawings, specifications and copies thereof including electronic files, prepared and furnished by the **Contractor** in the performance of the services subject of this Agreement shall be vested with the UPC.

The Scope of Works for the Construction of UP Cebu's Chemical and Hazardous Waste (CHW) Storage Facility is hereby approved.

Atty. Leo B. Malagar
Chancellor, UP Cebu

BILL OF QUANTITIES

PROJECT : Construction of UP Cebu's Chemical and Hazardous Waste (CHW) Storage Facility

LOCATION : Gorordo Avenue, Lahug, Cebu City

OWNER : UNIVERSITY OF THE PHILIPPINES CEBU

DIV	CODE	DESCRIPTION	UNIT	QUANTITY	MATERIAL	LABOR	TOTAL	UNIT COST
01		PROFESSIONAL FEE						
	001	Detailed A&E Design Fee						
01		GENERAL REQUIREMENTS						
	002	Permits and Taxes						
	003	Temporary Facilities						
	004	Equipment						
	005	Demobilization and Cleaning						
	006	Insurances and Bonds						
	007	Admin Cost/CPES						
01		HEALTH & SAFETY						
	008	Health & Safety Requirements						
		<i>Sub-Total</i>						
02		SITWORK-Land Development						
	009	Site Clearing						
	010	Excavation						
	011	Grading and Back-Filling						
	012	Site Drainage						
	013	Site Electrical						
	014	Site Water Supply & Service Entrance						
		<i>Sub-Total</i>						
03		Civil Works						
	015	Building Layout						
	016	Excavation						
	017	Fill/Backfill Compaction						
	018	Formworks						
	019	Site Development of Adjacent area						
	020	Reinforced Retaining Wall						
		<i>Sub-Total</i>						
04		REINFORCED CONCRETE						
	021	Footings						
	022	Tie-beams						

	023	Columns						
	024	Roof beams						
	025	Ramps						
	026	RC Testing or Certificate						
		Sub-Total						
05		MASONRY						
	027	4" CHB						
	028	6" CHB						
	029	Masonry Accessories						
	030	10mm dia. Rebar Reinforcements						
	031	Scaffolding						
		Sub-total						
06		METALS						
	032	Built up angle bar trusses						
	033	C-purlins and steel frame accessories						
	034	Others Accessories and Consumables						
		Sub-Total						
07		WOOD & PLASTIC						
	035	Door Jambs						
	036	Window Jambs						
		Sub-Total						
08		THERMAL&MOISTURE PROTECTION						
	037	Roofing Insulation						
	038	Roofing Materials and Accessories						
		Sub-total						
09		DOORS AND WINDOWS						
	039	Storage Panel Door w/ door metal grille						
	040	Single panel Door						
	041	Double Panel Swing Door w/ vision panel (1.50m x 2.10m)						
	042	Louver windows						
	043	Single window swing type						
		Sub-Total						
10		FINISHES						
	044	Epoxy flooring (acrylic paint)						
	045	Fiber Cement Board interior ceiling						

	046	Fiber Cement board exterior ceiling						
	047	Interior Walls paint finished						
	048	Exterior walls paint finished						
	049	Paint finished at soffits						
	050	Varnish finished of doors						
		Sub-Total						
11		SPECIALTIES						
		Sub-Total						
12		EQUIPMENT						
	051	Trolley						
	052	Safety Cabinets						
	053	Drum spill pallets						
	054	Hazard waste bins						
		Sub-Total						
13		FURNISHINGS						
		Sub-Total						
14		MECHANICAL						
	055	Exhaust fan (preparation)						
15		PLUMBING						
	056	Water Supply Line						
	057	Waste Water & Storm Drain Line						
	058	Accessories and fittings						
	059	Rainwater tank						
	060	Plumbing Pipe Testing for the waterline						
	061	Lavatory						
	062	Wash Basin						
	063	Shower						
	064	Floor Drains						
16		FIRE PROTECTION SYSTEM						
	065	Fire Sprinkler						
17		VENT & AIRCON						
	066	Ceiling Fans						
	066a	Exhaust Fans						
		Sub-Total						
18		ELECTRICAL						
	067	Service Entrance						

	068	Cables, Wires, Raceways & Conduits						
	069	Panel Boards, Circuit Breakers and Switches						
	070	Boxes & Wiring Devices						
	071	Lighting Fixtures & Accessories						
	072	Provision Stub-out for Fire Alarm System						
	073	Provision stub out for Electrical & Electrical Auxiliaries Testing						
		Sub-Total						
		GRAND TOTAL						

COST ESTIMATE GUIDE

PROJECT : Construction of UP Cebu's Chemical and Hazardous Waste (CHW) Storage Facility
 LOCATION : Gorordo Avenue, Lahug, Cebu City
 OWNER : UNIVERSITY OF THE PHILIPPINES CEBU

Enumerated opposite each Account Code are the items that should be included under each heading. Should there be items that are required but are not found hereunder, include them under "Others", such that all items of work, materials, plant, tools, equipment and labor shall be covered and included in the Bid. The Contractor is responsible for completing the Project in accordance with the Plans, Specifications and the other Bid Documents. Include this guide in the Bid Envelope.

DIV.	CODE	DESCRIPTION	ITEM INCLUDED
01		<u>PROFESSIONAL FEE</u>	
	001	Detailed A&E Design Fee	Includes the professional design fees of all architecture and engineering professionals set according to law or to standards of the profession.
01		<u>GENERAL REQUIREMENTS</u>	
	002	Permits and Taxes	Fees for barangay clearance, locational clearance, building permits, fire safety evaluation clearance, occupancy permit, fire safety inspection and all other additional fee/tax items as called for by the local and national government and their agencies. Taxes to include Contractor's Tax and 12% VAT.
	003	Temporary Facilities	Includes field office for Contractor and Owner's Representative, material storage, barracks, security, temporary fences, barricades, first aid, fire extinguishers, toilets, project signage.
	004	Equipment	Includes moving cost, rentals, small tool purchases, vehicle expense, fuel, oil and maintenance cost.
	005	Demobilization and	Includes all costs for demobilization,

		Cleaning	dismantling of all temporary facilities and removal of all construction equipment, tools, personnel and debris out of the project site and/or University premises. Includes general cleaning of building and site; spic and span, ready for turnover and for use.
	006	Insurances and Bonds	Contactor's All Risk Insurance and all other necessary insurances as called for in this Contract and by the local government unit and its agencies. Bid, Performance, Payment and Guarantee and all other bonds as called for by the local government and its agencies.
	007	Admin Cost/CPES	One (1%) percent of Direct Costs, to cover cost incurred by UP Cebu in terms of initial designs, reproduction costs, and site inspections by the Campus Architect and other expenses including the CPES (Constructors Performance Summary) Report.
01		<u>HEALTH & SAFETY</u>	
	008	Health & Safety Requirements	Includes systems, equipment and manpower gears to ensure health & safety in construction procedures.
02		<u>SITE WORK-Land Development</u>	
	009	Site Clearing	Includes all costs involved in the removal of all trees, vegetation and existing structures from directly where the building will be staked out.
	010	Excavation Works	Includes all costs manual or mechanical means of site excavation for the footing and tiebeams.
	011	Grading and Back-Filling	Includes compaction of filling materials and transport/hauling of excess materials from the site outside of the UP campus.
	012	Site Drainage	Includes excavation, grading, laying of drainage lines, backfilling and compaction, area drains, catch basins, junction boxes, storm drain connections, drainage field / pit; connection to existing drainage system, if any.

	013	Site Electrical	Includes excavation, grading, laying of underground electrical/auxiliary conduits and cables/wires in concrete troughs, concrete handholes, backfilling and compaction, electrical and communications service entrances.
	014	Site Water Supply & Service Entrance	Includes excavation, grading, laying of underground water pipes from supply to potable water supply; including valves, meter, handhole box, warning tape, backfilling and compaction.
03		<u>CIVIL WORKS</u>	
	015	Building Layout	Includes surveying works, batter boards, and benchmarks.
	016	Excavation	Includes manual and mechanical excavation for the foundation of the structure
	017	Fill/Backfill Compacted	Includes all fill directly under the building, gravel base course and preparation.
	018	Formworks	Includes formworks, bracing may it be coco lumber or g.i. pipes and other accessories to complete the work needed
	019	Site Development of adjacent area	Includes the development of the adjacent area; especially the access to the power house that links the area of the waste storage facility
	020	Reinforced Retaining Wall	Construction of the retaining wall on the affected area where the facility will be constructed.
04		<u>REINFORCED CONCRETE</u>	
	021	Footings	Includes steel reinforcement, ties, concrete mix, admixtures, equipment for placing concrete and curing compound.
	022	Tie Beams	Includes steel reinforcement, ties, concrete mix, admixtures, and equipment for placing concrete and curing compound.
	023	Columns	Includes steel reinforcement, ties, concrete mix, admixtures, and equipment for placing concrete, curing compound and plaster surface preparation.

	024	Roof Beams	Includes steel reinforcement, ties, concrete mix, admixtures, and equipment for placing concrete, curing compound and plaster surface preparation.
	025	Ramps	Includes steel reinforcement, ties, concrete mix, admixtures, and equipment for placing concrete, curing compound and plaster surface preparation.
	026	Reinforced Concrete Testing or certificate	Includes all testing of materials for concrete and reinforcements and all field quality control tests with guarantee.
05		<u>MASONRY</u>	
	027	4" CHB	Supply and installation of 4" CHB includes class B mortar and filling; 16mm class B plastering both sides as needed
	028	6" CHB	Supply and installation of 6" CHB includes class B mortar and filling; 16mm class B plastering both sides as needed
	029	Masonry Accessories	Includes mortar mix, R.C. lintel beams and stiffener columns, grout, plaster bond, saw, ties, bolts, shoring, sealer, and mixer as required by Greenovate system
	030	10mm dia. Rebar Reinforcements	Includes 10mm Rebar for the reinforcements of the masonry works, tie wires and other accessories needed
	031	Scaffolding	Includes metal and wood scaffolding, accessories needed to complete a safety DOLE standard installation of scaffolding.
06		<u>METALS</u>	
	032	Built up angle bar trusses for 2 nd floor beam/girder	Including fabrication and installation of trusses and all accessories needed to install and fabricate the built up trusses made of angle bars.
	033	C-purlins and steel frame accessories	Includes all purlins, sag rods, clips, cross bracings; shear studs, plates and webs, non-shrink grout; welding rods, welding electrodes, nails, screws, expansion anchors, connectors; including painting. Includes all field quality

			control tests.
	034	Other accessories and Consumables	Including other accessories and consumables needed like welding rods, rust converter and protection, epoxy primer and others
07		<u>WOOD AND PLASTICS</u>	
	035	Door Jambs	Includes fabrication and installation of all wooden door jambs, including treatment of wood in direct contact with concrete with termite protection.
	036	Window Jambs	Includes fabrication and installation of all wooden window jambs, including treatment of wood in direct contact with concrete with termite protection.
08		<u>THERMAL AND MOISTURE PROTECTION</u>	
	037	Roofing Insulation	Under all roofing areas; includes insulation and all accessories.
	038	Roofing Materials and Accessories	Includes pre-finished, pre-formed roofing sheets, fascia and water-stopper, ridge rolls, flashing, counter-flashing, drip caps, sealants and other accessories, complete with fasteners and fixation materials. Includes roof insulation, end flashing, fascia flashing water stopper and other accessories needed to complete the installation
09		<u>DOORS AND WINDOWS</u>	
	039	Storage Panel Door w/ door metal grille	Supply and installation of panel door with door metal grille as specified; includes hinges and other hardware needed to complete the installation as specified.(Should be approved by UP OCA)
	040	Single panel Door	Supply and installation of panel door as specified; includes hinges and other hardware needed to complete the installation as specified.(Should be approved by UP OCA)

	041	Double Panel Swing Door w/ vision panel (1.50m x 2.10m)	Supply and installation of panel door as specified; includes hinges and other hardware needed to complete the installation as specified.(Should be approved by UP OCA)
	042	Louver windows	Supply and installation of louver window as specified; includes hinges and other hardware needed to complete the installation as specified.(Should be approved by UP OCA)
	043	Single window swing type	Supply and installation of single window as specified; includes hinges and other hardware needed to complete the installation as specified.(Should be approved by UP OCA)
10		<u>FINISHES</u>	
	044	Epoxy flooring (acrylic paint)	Includes all surface preparation to have a Epoxy high abrasion finish flooring and other compounds or add mixture needed to achieve the desired finish.
	045	Fiber Cement Board Interior Ceiling	For all Interior ceilings; includes light gauge metal frame, boards, fasteners, hangers, sealants and accessories.
	046	Fiber Cement Board Exterior Ceiling	For all Exterior ceilings; includes light gauge metal frame, boards, fasteners, hangers, sealants and accessories
	047	Interior Walls paint finished	Includes all surface preparation and paint finishes for interior masonry works, wood and metals, natural stains and varnishes.
	048	Exterior Walls paint finished	Includes all surface preparation and paint finishes for interior masonry works, wood and metals, natural stains and varnishes.
	049	Paint finished at soffits	Includes all surface preparation and paint finishes for interior masonry works, wood and metals, natural stains and varnishes.
	050	Varnish finished of doors	Includes all surface preparation and paint finishes for exterior and interior masonry works, wood and metals, natural stains and varnishes.
11		<u>SPECIALTIES</u>	
12		<u>EQUIPMENT</u>	

	051	Trolley	Supply and installation of trolley, must be approved by UP Cebu OCA
	052	Safety Cabinets	Supply and installation of Safety cabinets, must be approved by UP Cebu OCA
	053	Drum spill pallets	Supply and installation of Drum Spill Pallets, must be approved by UP Cebu OCA
	054	Hazard waste bins	Supply and installation of Hazardous waste bins, must be approved by UP Cebu OCA
13		<u>FURNISHINGS</u>	
14		<u>MECHANICAL</u>	
	055	Exhaust fan	Includes installation of exhaust fan available on the existing structure
15		<u>PLUMBING</u>	
	056	Water Supply Line	Includes pipes and fittings, valves and other accessories needed to complete the water supply line installation, etc.
	057	Waste water and Storm Drain Line	Includes pipes and fittings for storm drainage including perforated pipes and a/c drains; pipes and fittings for sanitary, waste, and ventilation systems, all fittings, traps, drains, cleanouts, etc.
	058	Accessories and fittings	Includes but not limited to hangers, supports, pipe sleeves, painting and identification items and consumable items.
	059	Rainwater Tank	Includes supply, installation and testing of PVC water storage tank, including pipes and fittings necessary to make it functional as an alternate source of non-potable water.
	060	Plumbing Pipe Testing for water line	Includes all field quality tests required for the sanitary and drainage system.
	061	Plumbing Fixtures (Lavatory)	Includes supply, installation and testing of all plumbing fixtures such as water closets and lavatories with fittings, hose bibbs, floor drains.
	062	Plumbing Fixtures (Wash basins)	Includes supply, installation and testing of all plumbing fixtures such as water closets and lavatories with fittings, hose bibbs, floor drains.
	063	Plumbing Fixtures (Shower)	Includes supply, installation and testing of all plumbing fixtures such as water closets and

			lavatories with fittings, hose bibbs, floor drains.
	064	Plumbing Fixtures (Floor drains)	Includes supply, installation and testing of all plumbing fixtures such as water closets and lavatories with fittings, hose bibbs, floor drains.
16		FIRE PROTECTION SYSTEM	
	065	Fire Sprinkler	Includes HCFC fire Sprinkler approved by the fire department
		VENTILATION & AIR-CONDITIONING	
	066	Ceiling Fans	Installation of ceiling fan units as needed according to submitted plans; includes stands/anchors for equipment set-up. Also includes <u>installation</u> of Owner-supplied additional units if necessary.
	066a	Exhaust Fans	Installation of exhaust fan units as needed according to submitted plans; includes stands/anchors for equipment set-up. Also includes <u>installation</u> of Owner-supplied additional units if necessary.
16		<u>ELECTRICAL</u>	
	067	Service Entrance	Includes concrete pole; service entrance conduit and cable to panel; electric meter and others up to energizing.
	068	Cables, Wires, Raceways and Conduits	Includes I.M.C. and PVC conduits and fittings, all cables and wires, risers, weather heads, all accessories, and electric meter as required.
	069	Panel Boards, Breakers and Switches	Includes circuit breakers, panelboards, starters, grounding, and accessories.
	070	Boxes & Wiring Devices	Includes pull-boxes, junction boxes, convenience and weatherproof outlets, switches, cover plates, other wiring devices and accessories.
	071	Lighting Fixtures and	Includes all lighting fixtures, ballasts, housing,

		Accessories	reflectors, including supports and fasteners for mounting, such as conduit drops.
	072	Fire Alarm System	Includes Fire Alarm Control Panel, conduits and wires, detectors, pull stations and other wiring devices, hangers and supports; Or Equivalent approved by UPC-OCA
	073	Electrical & Electrical Auxiliaries Testing	Includes all field quality tests required for the electrical and electrical auxiliaries systems.

Prepared by:

Ar. Ryan Anthony G. Genobiagon
Junior Managing Architect, OCA

Reviewed and Endorsed by:

Engr. Ruel T. Lomod
Sr. Supervising Engineer, OCA

Endorsed by:

Hazel A. Trapero, DIT
Vice Chancellor for Administration
OIC-OCA

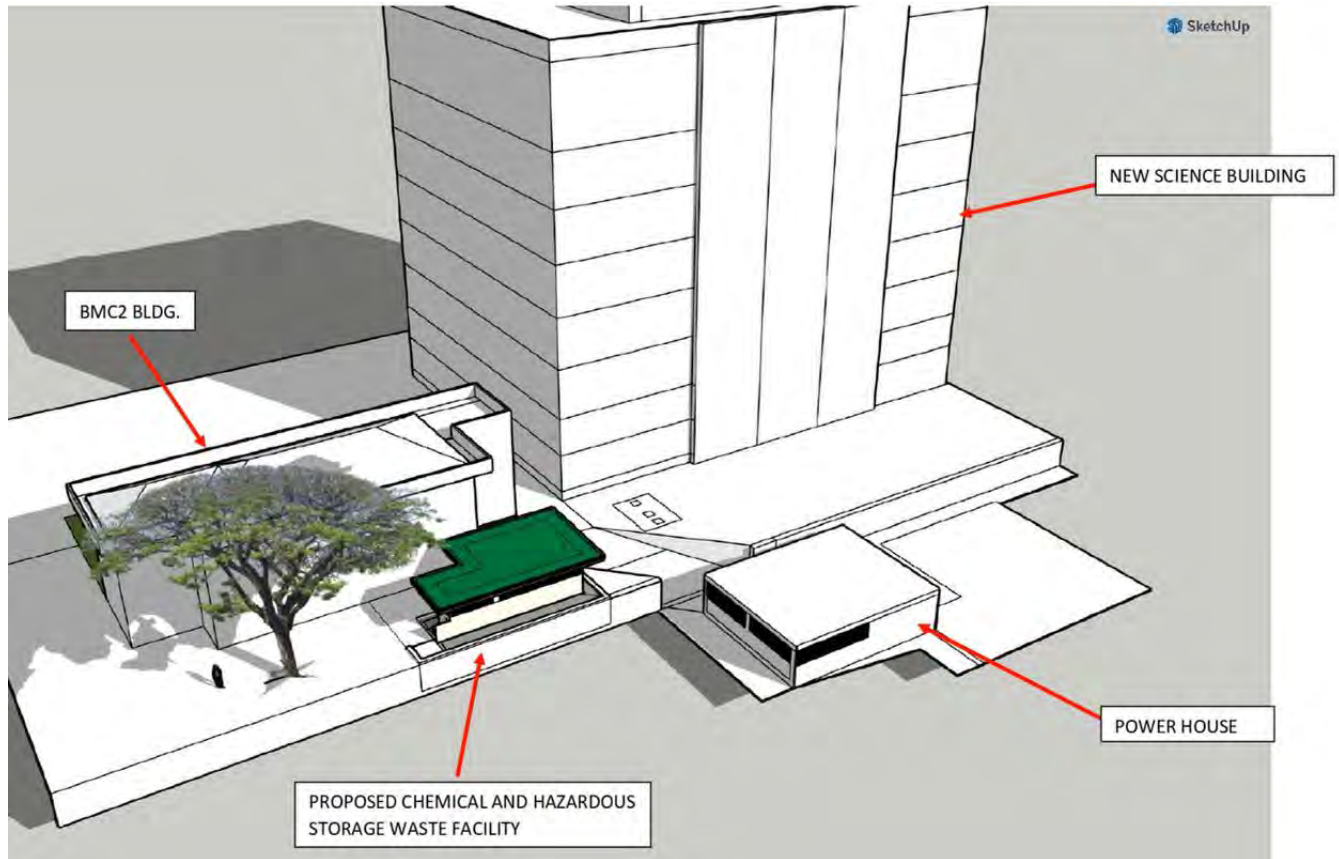
Endorsed by:

Atty. Leo B. Malagar
Chancellor, UP Cebu



CHEMICAL AND HAZARDOUS WASTE STORAGE FACILITY

LOCATION MAP:



LOCATION

- LAHUG CAMPUS, CEBU CITY

TOTAL LOT AREA

- Approx. 60 sq m

GROSS FLOOR AREA OF THE BUILDING

- Approx. 55 sq m

TOTAL PROJECT COST

- PhP 2,500,000.00

**PROJECT PROFILE:**

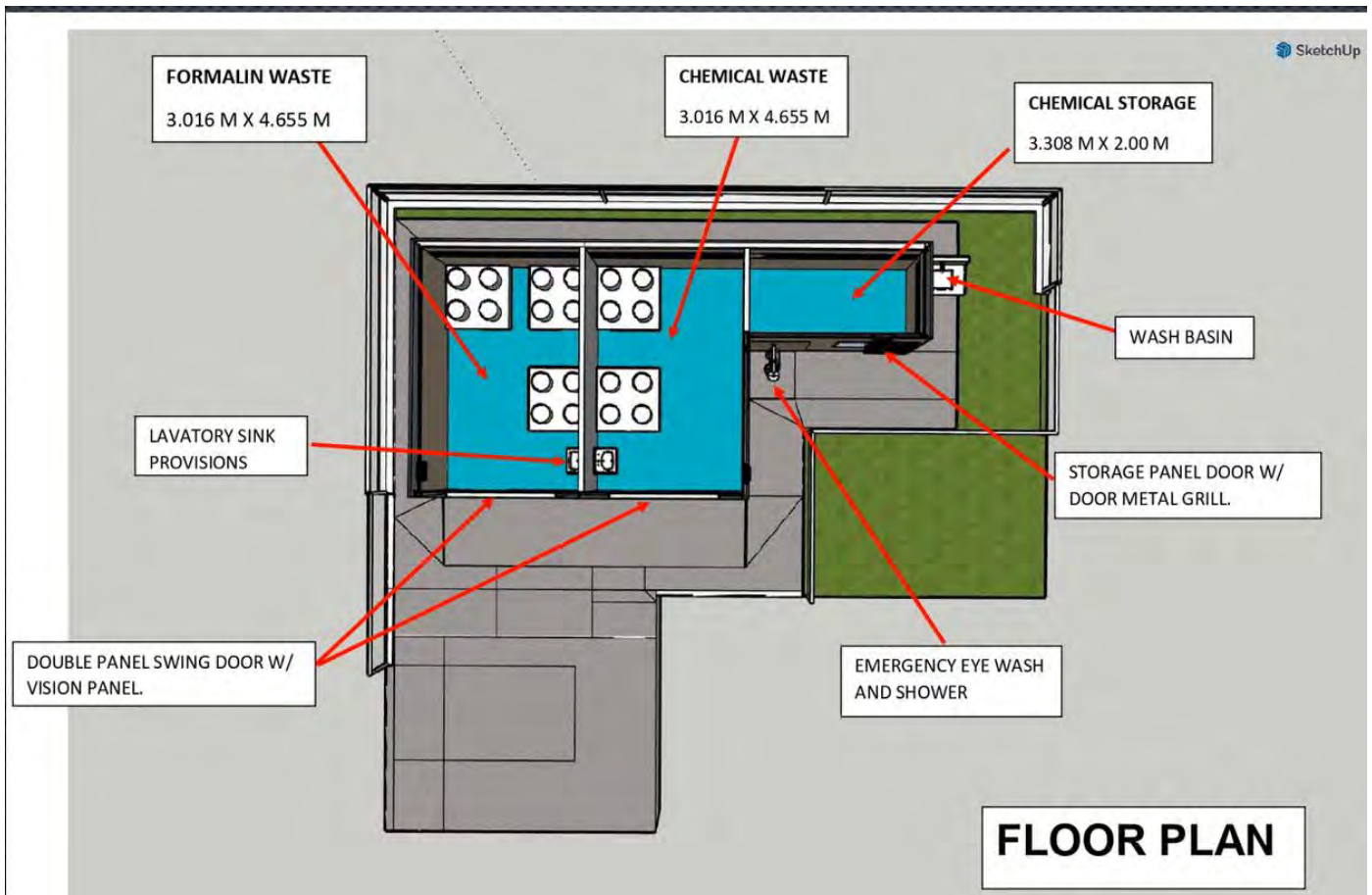
SDG: Clean Water and Sanitation

Hazardous wastes are kept on the campus. The sources of hazardous wastes in the UP Cebu Lahug campus are 1) chemical wastes from the laboratories of the Department of Biology and Environmental Science (DBES) and UP High School, 2) medical wastes, particularly used face masks and gloves, mainly from HSU/Clinic and DBES, and 3) used paints, solvents, and containers from the College of Communication, Art and Design (CCAD) Fine Arts Program.

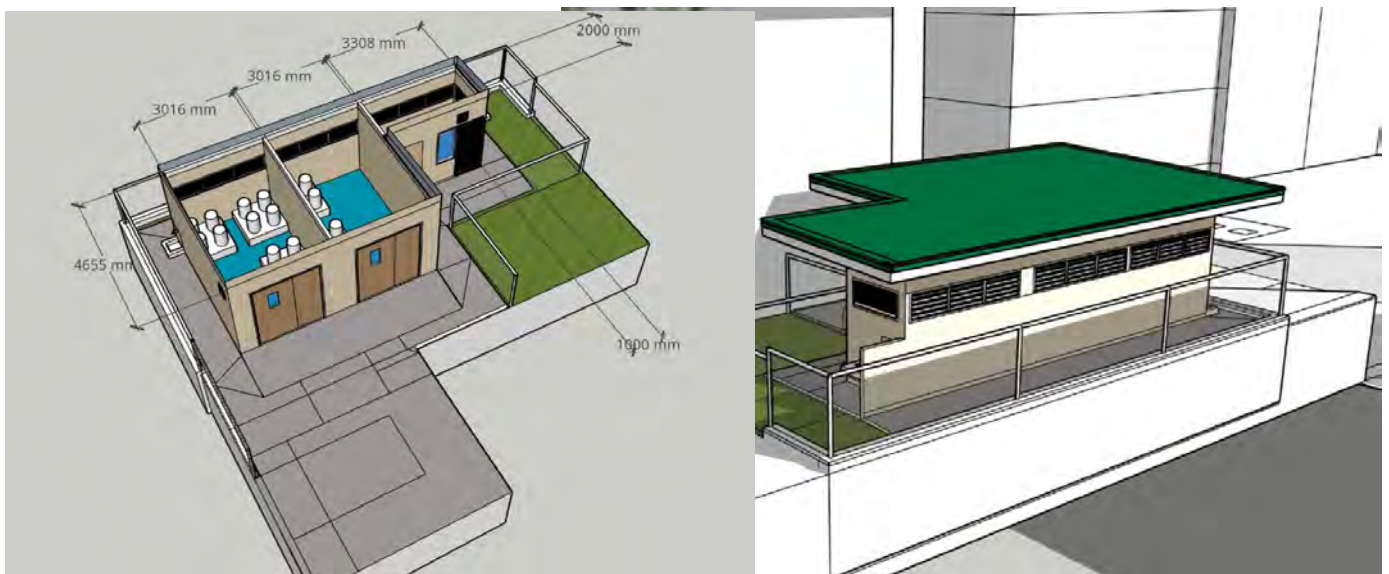
The chemical wastes generated by the DEBES laboratories are currently stored in drums and polyethylene containers in the Chemistry and Biology labs for temporary storage. These wastes are segregated according to their chemical compatibility and hazard classification from DENR DAO 2013-22 or the Revised Procedures and Standards for the Management of Hazardous Wastes.

Because of this, the DBES, in accordance with its Hazardous Waste Management Plan (HWMP), is proposing to put up a separate chemical waste storage facility that serves as a management facility for all the hazardous wastes on the campus and meets the minimum requirements set by DENR DAO 2013-22, particularly provisions on proper waste segregation and emergency response equipment. This is aside from the fact that the requirements in securing the University's Environmental Compliance Certificate (ECC) from DENR include the HWMP and the chemical storage facility. Without this permit, the University cannot dispose of its hazardous wastes to third-party collectors.

FLOOR PLANS: GROUND FLOOR



PERSPECTIVE:



Section IX. 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
- (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) 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**
- (g) 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**
- (h) 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; **and**
- (i) 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**
- (j) 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**
- (k) 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

- (l) 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**
- (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- (n) 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

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

Other documentary requirements under RA No. 9184

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

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:

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another**

blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the*

Project].

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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]

