

# **PHILIPPINE BIDDING DOCUMENTS**

Government of the Republic of the Philippines



**UNIVERSITY OF THE PHILIPPINES CEBU**

***Construction of New Retaining Wall for  
UP Cebu Soccer Field***

**APPROVED BUDGET FOR THE CONTRACT:**  
***Fifteen Million Thirty Three Thousand Nine Hundred  
Eighty Three Pesos and Sixty Eight Centavos***  
**(₱15,033,983.68)**

**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.



## *University of the Philippines Cebu*

### ***Section I. Invitation to Bid***

#### ***Invitation to Bid for the Construction of New Retaining Wall for UP Cebu Soccer Field***

1. The *University of the Philippines Cebu*, through the *GAA 2024* intends to apply the sum of ***Fifteen Million Thirty Three Thousand Nine Hundred Eighty Three Pesos and Sixty Eight Centavos (₱15,033,983.68)*** being the Approved Budget for the Contract (ABC) to payments under the contract for the ***Construction of New Retaining Wall for UP Cebu Soccer Field*** with contract ***III-2024-006***. 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 ***One Hundred Twenty (120) Calendar Days for the Construction of New Retaining Wall for UP Cebu Soccer Field***. 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 – 4:00 PM***.
5. A complete set of Bidding Documents may be acquired by interested bidders on December 4, 2024 from given address and website 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 Fifteen Thousand Pesos Only (₱15,000.00)*. 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 ***December 12, 2024, 11:00AM*** at *UP Cebu BAC Office, Ground Floor New Science Bldg., Gorordo Ave., Lahug, Cebu City* and via ***ZOOM Meeting ID: 963 3834 4835 PW: 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 **December 26, 2024, 11:00AM**. 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 **December 26, 2024, 11:00AM** at the given address below *UP Cebu BAC Office, Ground Floor New Science Bldg., 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 PWD: UPCBACOpen](#)
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 New Retaining Wall for UP Cebu Soccer Field** with Project Identification Number *I-2024-006*.

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 *Fifteen Million Thirty Three Thousand Nine Hundred Eighty Three Pesos and Sixty Eight Centavos (₱15,033,983.68)*

2.2. The source of funding is:

*GAA 2024 (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 *May 1, 2025*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **16. Sealing and Marking of Bids**

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

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

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

## **17. Deadline for Submission of Bids**

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

## **18. Opening and Preliminary Examination of Bids**

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

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

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 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***

<b>ITB Clause</b>													
1.1	<p>The Procuring Entity is <i>University of the Philippines Cebu</i>.</p> <p>The name of the Contract is <b><i>Constuction of New Retaining Wall for UP Cebu Soccer Field</i></b></p> <p>The identification number of the Contract is <b><i>I- 2024-006</i></b></p>												
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through <i>GAA 2024</i> in the amount of <b><i>Fifteen Million Thirty Three Thousand Nine Hundred Eighty Three Pesos and Sixty Eight Centavos (₱15,033,983.68)</i></b></p> <p>The name of the Project is <b><i>Construction of New Retaining Wall for UP Cebu Soccer Field</i></b></p>												
3.1	No further instructions.												
5.1	No further instructions.												
5.2	<p>Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.</p> <p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p><b><i>General construction.</i></b></p>												
5.4(a)	No further instructions.												
5.4 (b)	For this purpose, similar contracts shall refer to contracts which have the same major categories of work												
8.1	<b><i>Subcontracting may be allowed.</i></b>												
10.3	<b><i>PCAB license must be at least category C&amp;D (general construction)</i></b>												
10.4	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u><i>Key Personnel</i></u></th> <th style="text-align: center;"><u><i>General Experience</i></u></th> <th style="text-align: center;"><u><i>Relevant Experience</i></u></th> </tr> </thead> <tbody> <tr> <td><i>Project Engineer</i></td> <td style="text-align: center;">2</td> <td style="text-align: center;">2</td> </tr> <tr> <td><i>Site engineer or Foreman</i></td> <td style="text-align: center;">2</td> <td style="text-align: center;">2</td> </tr> <tr> <td><i>Safety Officer</i></td> <td style="text-align: center;">2</td> <td style="text-align: center;">2</td> </tr> </tbody> </table>	<u><i>Key Personnel</i></u>	<u><i>General Experience</i></u>	<u><i>Relevant Experience</i></u>	<i>Project Engineer</i>	2	2	<i>Site engineer or Foreman</i>	2	2	<i>Safety Officer</i>	2	2
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<i>Site engineer or Foreman</i>	2	2											
<i>Safety Officer</i>	2	2											
10.5	<p>The minimum major equipment requirements are the following:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u><i>Equipment</i></u></th> <th style="text-align: center;"><u><i>Capacity</i></u></th> <th style="text-align: center;"><u><i>Number of Units</i></u></th> </tr> </thead> <tbody> <tr> <td>Mixer</td> <td style="text-align: center;">1 bagger</td> <td style="text-align: center;">at least 1</td> </tr> </tbody> </table>	<u><i>Equipment</i></u>	<u><i>Capacity</i></u>	<u><i>Number of Units</i></u>	Mixer	1 bagger	at least 1						
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Mixer	1 bagger	at least 1											
12.0	<i>No further instructions.</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> <p>a. The amount of not less than</p> <p style="text-align: center;"><b><i>Three Hundred Thousand Six Hundred Seventy Nine Pesos and Sixty</i></b></p>												

	<p><i>Seven Centavos Only (₱300,679.67)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <i>Seven Hundred Fifty One Thousand Six Hundred Ninety Nine Pesos and Eighteen Centavos Only (₱ 751,699.18)</i>, if bid security is in Surety Bond.</p>
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 <b>together with the bid.</b></p> <p>A. The bidder's <b>proposed</b></p> <ul style="list-style-type: none"> <li>• <i>Program of Works</i></li> <li>• <i>Work Schedule</i></li> <li>• <i>Bill of Quantities / Detailed Cost Estimates</i></li> <li>• <i>Manpower Schedule</i></li> <li>• <i>Plans/ Drawings ( if any)</i></li> </ul> <p>B. Certificate of site inspection signed by <b>OCA.</b></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*

<b>GCC Clause</b>	
2.0	<i>Completion of works under the contract will be reckoning from the date of receipt of the NTP but not later than seven days of its issuance</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. <b>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 OCA prior to commencement of works</b></i>
6	No further instructions
7.2	Not applicable
10	No dayworks are applicable to the contract.
11.1	The Contractor shall <b>submit for approval</b> the final <b>Program of Works &amp; BOQ together and CARI and Construction Safety and Health Program</b> to the OCA <b>within five (5) calendar days from the receipt of the Notice of Award.</b>
11.2	<b>Progress Reports</b> must be submitted every two weeks together with the updated Program of Works. 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 up to <b>15% of the total contract price and payments shall be made through accomplishment progress billing by the contractor as confirmed by the OCA</b> <i>The advance payment shall be made only upon the submission to and acceptance by the procuring entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the procuring entity. (Sec 4.2 Annex E of the 2016 IRR RA9184)</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, subject to verification and confirmation by the OCA. <b>Materials submittal</b> shall be submitted by the contractor to the OCA prior to delivery.
15.1	The following must be submitted prior to issuance of Certificate of completion. As Built drawings. Contractor's Warranty Certificate
15.2	No further instructions

## ***Section VI. Specifications***

Please refer to the Scope of Works for the detailed specifications.

Other Requirements :

The BOQ reflected in this bidding documents is **only for the purpose of estimating the budget for this project and will not be used as basis for the contract implementation.** Bidders are required to make their own BOQ/estimate to be able to come up with a responsive bid for the completion of the project. The winning bidder needs to submit their final BOQ, specifications, and Program of Works **not to exceed the amount of their bid** for approval prior to the commencement of the project implementation. The approved BOQ, specifications, and Program of Works will be the basis for the implementation and completion of the project. Should there be a need for variation orders during contract implementation, the scope of the variation and the BOQ must not be already part of the approved BOQ, specification and Program of Works. **ALL** variation orders must be approved prior to implementation.

Restoration of structures damaged during the works done.

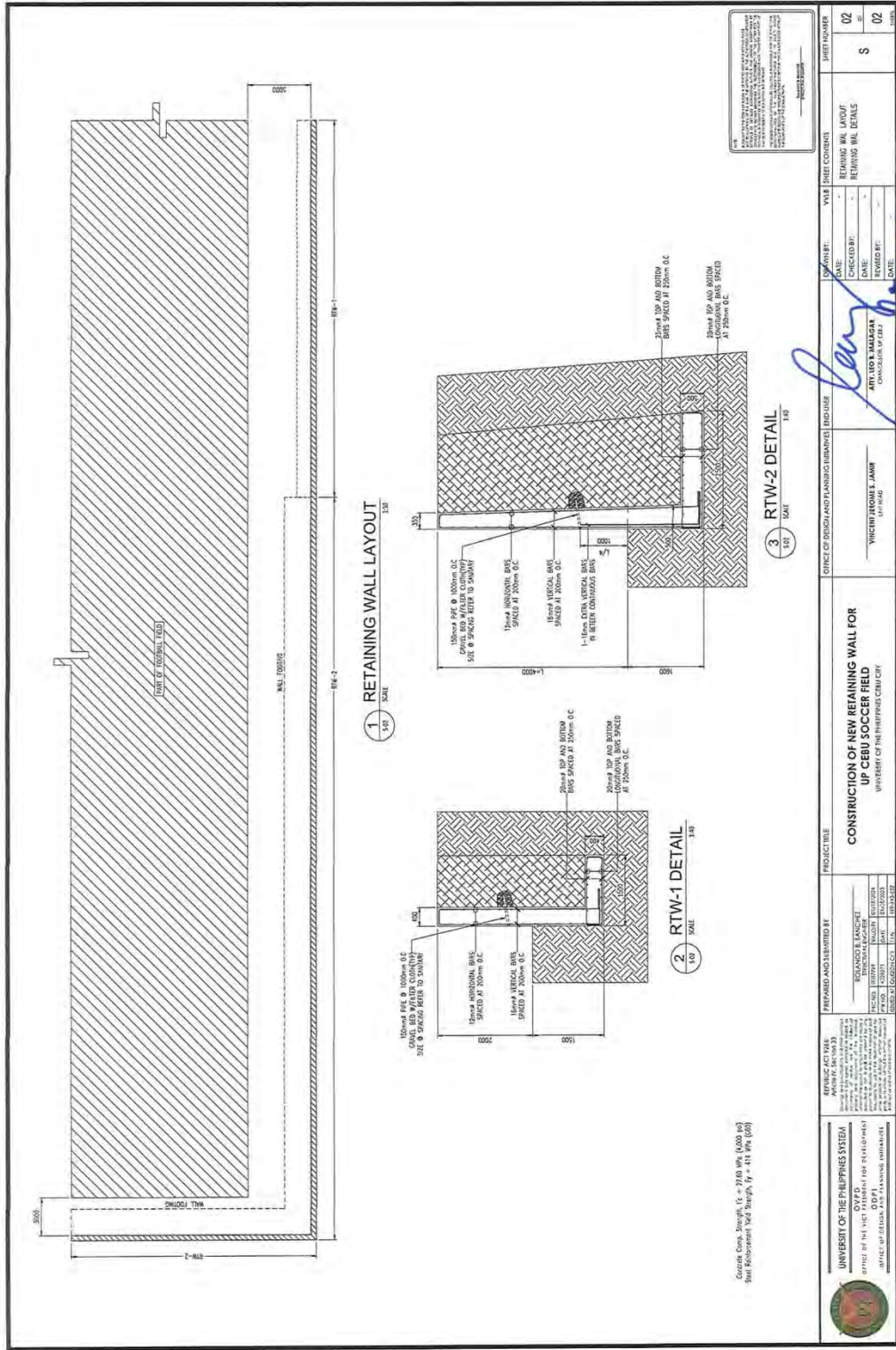
Safety and Health Program to be submitted after award of contract before commencement of contract implementation.

Progress reports with Updated Program of Works every two weeks must be submitted to the OCA.

COA billboard to be installed prior to commencement of works.

Plan for the Ingress of materials and Egress of waste materials from demolition to be approved by the OCA prior to commencement of works.

# Section VII. Drawings



Concrete Comp. Strength,  $f_c = 27.6$  MPa (4000 psi)  
Steel Reinforcement Yield Strength,  $f_y = 414$  MPa (60k)



UNIVERSITY OF THE PHILIPPINES SYSTEM  
OFFICE OF THE VICE CHANCELLOR FOR PLANNING AND DEVELOPMENT  
OFFICE OF THE DEAN, COLLEGE OF PLANNING AND URBAN DESIGN

REPUBLIC ACT 7448  
PROFESSIONAL REGISTERED ENGINEER  
PROJECT TITLE: CONSTRUCTION OF NEW RETAINING WALL FOR UP CEBU SOCCER FIELD  
UNIVERSITY OF THE PHILIPPINES CEBU CITY

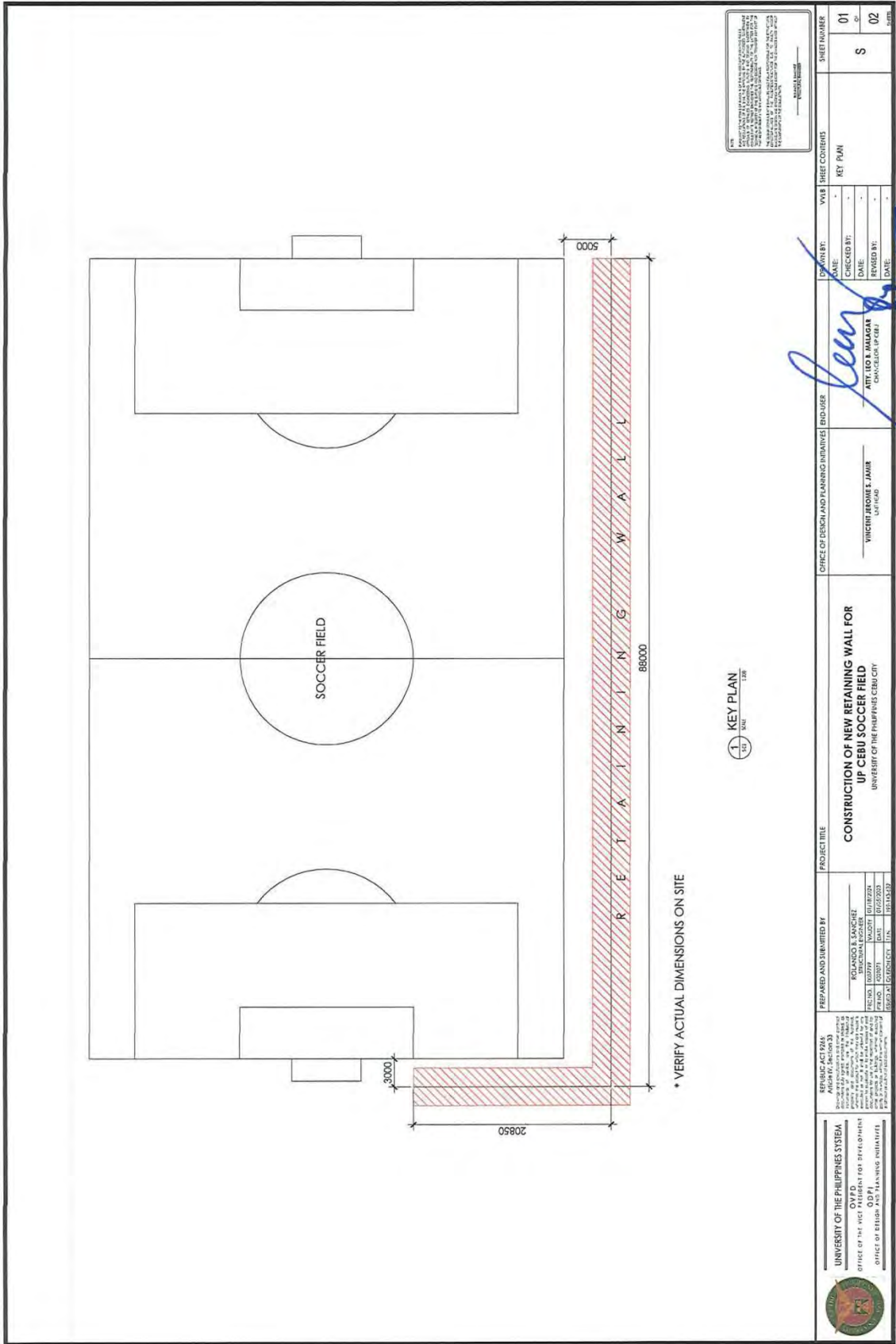
PREPARED AND SUBMITTED BY: RICARDO E. LANGSIEZ  
DATE: 01/12/2024

APPROVED BY: VIATCHESLAV JAMES  
DATE: 01/12/2024

PROJECT NO.: 107  
SHEET NO.: 02  
SHEET NAME: RETAINING WALL LAYOUT  
DATE: 01/12/2024

*(Signature)*  
DR. LEO A. MALAGAN  
DEAN, COLLEGE OF PLANNING AND URBAN DESIGN

NOTES:  
1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.  
2. REFER TO THE GENERAL NOTES FOR THE PLANNING AND URBAN DESIGN DRAWINGS.  
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND OTHER AGENCIES.  
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.  
5. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.  
6. THE CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE AND EROSION CONTROL MEASURES.  
7. THE CONTRACTOR SHALL MAINTAIN SAFE AND HEALTHY WORKING CONDITIONS.  
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE.  
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL MATERIALS AND LABOR.  
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL PERMITS AND APPROVALS.



NOTES:  
 1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.  
 2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON SITE.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.  
 5. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.  
 6. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.  
 7. THE CONTRACTOR SHALL SUBMIT ALL DRAWINGS AND REPORTS TO THE ARCHITECT FOR REVIEW AND APPROVAL.  
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
 9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.  
 10. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.  
 11. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.  
 12. THE CONTRACTOR SHALL SUBMIT ALL DRAWINGS AND REPORTS TO THE ARCHITECT FOR REVIEW AND APPROVAL.

1 KEY PLAN  
 1:1000

\* VERIFY ACTUAL DIMENSIONS ON SITE

 UNIVERSITY OF THE PHILIPPINES SYSTEM OFFICE OF THE VICE CHANCELLOR FOR DEVELOPMENT OFFICE OF DESIGN AND PLANNING INITIATIVES	PREPARED AND SUBMITTED BY: DESIGNER: [Name] CHECKER: [Name] DATE: [Date]	PROJECT TITLE: <b>CONSTRUCTION OF NEW RETAINING WALL FOR UP CERU SOCCER FIELD</b> UNIVERSITY OF THE PHILIPPINES - CERU CITY	OFFICE OF DESIGN AND PLANNING INITIATIVES   END USER: VINCENT JEROME S. JAMIR OFFICER	DRAWN BY: DATE: [Date]	VMB SHEET CONTENTS: KEY PLAN	SHEET NUMBER: S 01 S 02
	REVIEWED BY: DATE: [Date]	CHECKED BY: DATE: [Date]	REVISIONS: [Table with columns: NO., DESCRIPTION, DATE, BY]	APPROVED BY: DATE: [Date]	REVISIONS: [Table with columns: NO., DESCRIPTION, DATE, BY]	APPROVED BY: DATE: [Date]

*Signature*  
 ATT. LOY A. MALAGAR  
 CHIEF ENGINEER (CEU)



**UNIVERSITY OF THE PHILIPPINES - Cebu**  
OFFICE OF THE CAMPUS ARCHITECT

**Project Name:** Construction of New Retaining Wall for UP Cebu Soccer Field  
**Location:** Gorordo Ave., Lahug Cebu City  
**ABC:** PhP 15,033,983.68


**BILL OF QUANTITIES**

ITEM. NO.	WORK DESCRIPTION	UNIT	QTY.	UNIT COST	AMOUNT
<b>I</b>	<b>GENERAL REQUIREMENTS</b>	Lot			
	Sub-total for Item No. I				
<b>II.</b>	<b>EARTHWORKS</b>				
	1. Excavation for RW footing	Cu.m.	-		
	Sub-total for Item No. II.1				
	2. Structural grading (inside field and backfilling after RW casting):	cu.m.	-		
	Sub-total for Item No. II.2				
	Sub-total for Item No. II				
<b>III.</b>	<b>SCAFFOLDINGS AND FORMS</b>				
	Sub-total for Item No. III	Lot	-		
<b>IV.</b>	<b>CONCRETE WORKS &amp; REINFORCEMENT</b>	cu.m.	-		
	Sub-total for Item No. IV				
<b>V.</b>	<b>REINSTALLATION OF METAL FENCE</b>				
	Sub-total for Item No. V	meters	-		
	<b>TOTAL PROJECT COST</b>				<b>Php0.00</b>

Prepared by:

  
Engr. Rud J. Lomod  
Sr. Supervising Engineer - UPC-OCA

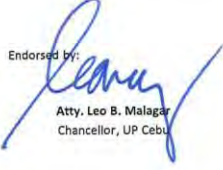
Endorsed by:

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

Endorsed by:

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

Endorsed by:

  
Atty. Leo B. Malagar  
Chancellor, UP Cebu

**Project Name:** Construction of New Retaining Wall for UP Cebu Soccer Field  
**Location:** Gorordo Ave., Lahug Cebu City  
**ABC:** PHP 15,033,983.68

**UNIT COST ANALYSIS**

**ITEM I. GENERAL REQUIREMENTS**

*Note: Include all necessary items that was not mentioned in the line item that will complete the work*

Quantity: 1 refer to drawing attachment  
 Unit: Lot refer to drawing attachment

A. Material:		Qty.	Unit	Unit Cost	Amount
Mobilization/Demobilization					-
Restoration of access area of equipment					-
Demolition of existing metal fence					-
Removal and Clearing of existing vegetation and structure(permit for cutting of trees)					-
Power and water Consumptions					-
Bonds and Insurance					-
Health, Safety and Environment					-
Temporary Facility					-
Site Security					-
Demolition and Relocation for affected IS structure					-
<b>Material Cost:</b>					<b>P 0.00</b>
<b>Total Direct Cost (A+B+C)=</b>					<b>P 0.00</b>
<b>Total Cost =</b>					<b>P 0.00</b>
<b>Unit Cost =</b>					<b>-</b>

**ITEM II. EARTHWORKS**

*Note: Include all necessary items that was not mentioned in the line item that will complete the work*

**1. Excavation for RW footing**

Quantity: refer to drawing attachment  
 Unit: Cu.m. refer to drawing attachment

A. Materials:		Qty.	Unit	Unit Cost	Amount
<b>Material Cost:</b>					<b>P 0.00</b>
B. Equipment:		Qty.	Days	Rental / Day	Amount
Excavating equipment with operator				25,000.00	P 0.00
<b>Equipment Cost:</b>					<b>P 0.00</b>
C. Labor:		Qty.	Days	Rate/Day	Amount
Supervising Engr					0.00
Foreman					0.00
HSE officer					0.00
watchman/flagman					0.00
<b>Labor Cost:</b>					<b>P 0.00</b>
<b>Total Direct Cost (A+B+C)=</b>					<b>P 0.00</b>
<b>Indirect Cost:</b>					
<b>Profit</b>					<b>P 0.00</b>
<b>OCM</b>					<b>P 0.00</b>
<b>[Sum of (EDC+ OCM + PROFIT) x 12% ] TAX</b>					<b>P 0.00</b>
<b>Total Cost =</b>					<b>P 0.00</b>
<b>Unit Cost =</b>					<b>#DIV/0!</b>

**NOTE:**

- This document serves as a reference for the contractor's estimate.
- The contractor is required to submit their own bill of quantities for the completion of the project.



**ITEM IV. CONCRETE WORKS & REINFORCEMENT**

Note: Include all necessary items that was not mentioned in the line item that will complete the work

\*RW Footing = refer to drawing attachment

\*Retaining Wall = refer to drawing attachment

Quantity: refer to drawing attachment  
Unit: cu.m. refer to drawing attachment

<b>A. Materials:</b>					
Description	Qty.	Unit	Unit Cost	Amount	
Portland Cement (40kg/bag)		bags		0.00	
Fine Sand (approve source)		cu.m.		0.00	
Gravel 3/4" (approve source)		cu.m.		0.00	
Deformed 25mm dia. Bar x 6.00m Grade 60		Kg.		0.00	
Deformed 20mm dia. Bar x 6.00m Grade 60		Kg.		0.00	
Deformed 16mm dia. Bar x 6.00m Grade 60		Kg.		0.00	
Deformed 12mm dia. Bar x 6.00m Grade 60		Kg.		0.00	
Hacksaw blade		pcs		0.00	
G.I. Wire gauge #16		kg		0.00	
				<b>Material Cost:</b>	<b>P 0.00</b>
<b>B. Equipment:</b>					
Description	Qty.	Days	Rental/Day	Amount	
Bar bending machine				0.00	
Bar cutting Machine				0.00	
				<b>Equipment Cost:</b>	<b>P 0.00</b>
<b>C. Labor:</b>					
Description	Qty.	Days	Rate/Day	Amount	
Supervising Engr				-	
Foreman				-	
Carpenter/mason				-	
HSE officer				-	
steel fixers				-	
Labourers				-	
				<b>Labor Cost:</b>	<b>P 0.00</b>
				<b>Total Direct Cost (A+B+C)=</b>	<b>P 0.00</b>
				<b>Indirect Cost:</b>	
				<b>Profit:</b>	<b>P 0.00</b>
				<b>OCM:</b>	<b>P 0.00</b>
				<b>[Sum of (EDC+ OCM + PROFIT) x 12% ] TAX:</b>	<b>P 0.00</b>
				<b>Total Cost =</b>	<b>P 0.00</b>
				<b>Unit Cost =</b>	

**NOTE:**

1. This document serves as a reference for the contractor's estimate.
2. The contractor is required to submit their own bill of quantities for the completion of the project.

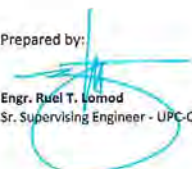
**ITEM V. REINSTALLATION OF METAL FENCE**

Note: Include all necessary items that was not mentioned in the line item that will complete the work


	Linear Meter	meters	refer to drawing attachment
	Height	meters	refer to drawing attachment
Quantity:		meters	refer to drawing attachment
Unit:		cu.m.	refer to drawing attachment

<b>A. Materials:</b>					
Description	Qty.	Unit	Unit Cost	Amount	
4" dia, G.I. pipe x 6.00m		bags		0.00	
Wiremesh (Opening: 150mmx150mm, Diameter: 5.5mm, Length & withd: 6'x20')		sheets		0.00	
Consumables(including paints, welding materials and others to complete the Job)		Lot		0.00	
Scaffoldings and others		Lot		0.00	
<b>Material Cost: P</b>				<b>0.00</b>	
<b>B. Equipment:</b>					
Description	Qty.	Days	Rental/Day	Amount	
Welding machine				0.00	
<b>Equipment Cost: P</b>				<b>0.00</b>	
<b>C. Labor:</b>					
Description	Qty.	Days	Rate/Day	Amount	
Supervising Engr				-	
Foreman				-	
HSE officer				-	
Welder				-	
Labourers		60		-	
<b>Labor Cost: P</b>				<b>0.00</b>	
<b>Total Direct Cost (A+B+C) = P</b>				<b>0.00</b>	
<b>Indirect Cost:</b>					
Profit P				0.00	
OCM P				0.00	
[Sum of (EDC+ OCM + PROFIT) x 12% ] TAX P				0.00	
<b>Total Cost = P</b>				<b>0.00</b>	
<b>Unit Cost =</b>					

Prepared by:

  
Engr. Ruel T. Lomod  
Sr. Supervising Engineer - UPC-OCA

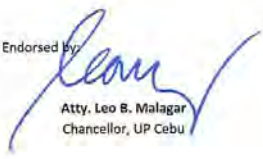
Endorsed by:

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

Endorsed by:

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

Endorsed by:

  
Atty. Leo B. Malagar  
Chancellor, UP Cebu

# ***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)

**in accordance with Section 8.5.2 of the IRR;**

#### **Technical Documents**

(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

(c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

(d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**

(e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/ parts, if applicable; **and**

(f) 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

(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

(h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **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**

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic

