## PHILIPPINE BIDDING DOCUMENTS

# Procurement of Infrastructure Enhancement to Support Academic Pursuit at UP Cebu Learning Commons (Retiling)

ABC = Two Million Seven Hundred Sixty Two Thousand Five Hundred Fifteen Pesos and Twenty Three Centavos (Php 2,762,515.23)

Government of the Republic of the Philippines UNIVERSITY OF THE PHLIPPINES CEBU



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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.

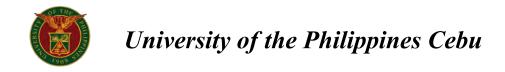
**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the 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.



## Invitation to Bid for the Procurement of Infrastructure Enhancement to Support Academic Pursuit at UP Cebu Learning Commons (Retiling)

- 1. The University of the Philippines Cebu, through the GAA 2024 intends to apply the sum of Two Million Seven Hundred Sixty Two Thousand Five Hundred Fifteen Pesos and Twenty Three Centavos (₱2,762,515.23) being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of the Infrastructure Enhancement of Old Learning Commons & Renovation of Comfort Rooms (Retiling). 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 within one hundred fifty (150) 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 *the UP Cebu Bids and Awards Committee Secretariat* and inspect the Bidding Documents at the address given below from 8:00AM-4:00PM.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on January 8, 2025 from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Three Thousand Pesos (\$\mathbb{P}3,000.00\$). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through email on or before the deadline for submission of bids.
- 6. The *University of the Philippines Cebu* will hold a Pre-Bid Conference on *January 15*, 2025 at 11:00AM at the UP Cebu BAC Office Ground Flr. College of Science Building and/or through videoconferencing/webcasting 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 *January 28, 2025 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 *January 28, 2025 11:00AM* at the given address below UP Cebu BAC Office, Ground Flr. College of Science Bldg. 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. Bidders are required to submit electronic file of the scanned copy of their bid in a flash drive to be submitted together with their bid inside the bid envelope. They are also required to do ocular inspection of the site and secure a certificate of site inspection signed by the Office of the Campus Architect to be attached to their bid docs.
- 11. 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.
- 12. 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

13. You may visit the following websites:

For downloading of Bidding Documents:



December 27, 2024

Lorel S. Dee,M.D. BAC Chair

#### Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, the University of the Philippines Cebu invites Bids for the Procurement of the Infrastructure Enhancement to Support Academic Pursuit at UP Cebu Learning Commons (Retiling), with Project Identification Number I-2025-001.

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 Two Million Seven Hundred Sixty Two Thousand Five Hundred Fifteen Pesos and Twenty Three Centavos (\$\mathbb{P}2,762,515.23).
- 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 UP Cebu BAC Office, Ground Flr. College of Science Bldg. and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

#### 9. Clarification and Amendment of Bidding Documents

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

# 10. Documents Comprising the Bid: Eligibility and Technical Components

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

the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

#### 11. Documents Comprising the Bid: Financial Component

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

#### 12. Alternative Bids

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

#### 13. Bid Prices

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

#### 14. Bid and Payment Currencies

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

Philippine Pesos.

#### 15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid until *May* 28, 2025. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 16. Sealing and Marking of Bids

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

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

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

#### 17. Deadline for Submission of Bids

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

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

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

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

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

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

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

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

#### 20. Post Qualification

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

#### 21. Signing of the Contract

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

## Section III. Bid Data Sheet

ITB Clause	
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:  General Engineering and Construction
7.1	Portions of the work that may be subcontracted would include: electrical, plumbing, electronic, mechanical works Subcontracted works must not exceed 50% of the total contract amount.
10.3	No further instructions.
10.4	The key personnel must meet the required minimum years of experience set below:    Key Personnel   General Experience   Relevant Experience     Site Engineer   general construction(2yrs)   same     Foreman   general construction (2yrs)   same     Safety Officer   construction safety (2yrs)   same
10.5	The minimum major equipment requirements are the following:    Equipment Capacity Number of Units   Mixer I bagger at least I
12	No further instructions.
15.1	<ul> <li>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</li> <li>a. The amount of not less than Fifty Five Thousand Two Hundred Fifty Pesos and Thirty Centavos (₱55,250.30), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than One Hundred Thirty Eight Thousand One Hundred Twenty Five Pesos and Seventy Six Centavos (₱138,125.76) if bid security is in Surety Bond.</li> </ul>
19.2	Partial bids are not allowed.
20	No further instructions
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE (to be submitted after award), and other acceptable tools of project scheduling shall be part of the contract

## Section IV. General Conditions of Contract

#### 1. Scope of Contract

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

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

#### 2. Sectional Completion of Works

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

#### 3. Possession of Site

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

#### 4. The Contractor's Obligations

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

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

#### 5. Performance Security

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

#### 6. Site Investigation Reports

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

#### 7. Warranty

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

#### 8. Liability of the Contractor

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

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

#### 9. Termination for Other Causes

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

#### 10. Dayworks

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

#### 11. Program of Work

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

#### 12. Instructions, Inspections and Audits

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

#### 13. Advance Payment

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

#### 14. Progress Payments

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

#### 15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the SCC.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the SCC from payments due to the Contractor.

## Section V. Special Conditions of Contract

GCC Clause	
2	No further instructions
4.1	150 calendar days after receipt of NTP
6	The site investigation reports are: <i>none</i>
7.2	Warranty for One (1) year from issuance of certificate of completion.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>five</i> (5) days of receipt of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is 1%.
13	The amount of the advance payment is 15% of the total contract price and payments shall be made through accomplishment progress billing by the contractor as confirmed by the OCA  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)
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment once confirmed by the OCA.
15.1	The date by which "as built" drawings are required is prior to issuance of Certificate of Completion.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is 1% of contract amount.

## Section VI. Specifications

PROJECT TITLE

I INFRASTRUCTURE ENHANCEMENT TO SUPPORT ACADEMIC PURSUIT AT UP CEBU LEARNING COMMONS

LOCATION SUBJECT

: UP CEBU, GORORDO AVE, LAHUG, CEBU CITY

DURATION

: COST ESTIMATE AND SCOPE OF WORKS 90 CALENDAR DAYS

ABC

P2,762,515.23

#### SCOPE OF WORK :

Removal of existing Tiles the Library Common Area and Housekesping of debris to the area designated by CMO.

Removal of existing Finishes. Plumbing & Electrical Fixtures for the four (4) Comfort Rooms and Housekeeping of debris to the area designated by CMO.

Supply and install new floor tiles for the Library Common Area

and Comfort Rooms (Ground Floor & Second Floor)

Supply and install new Ceiling Finishes for the Comfort Rooms (Ground Floor & Second Floor)

Supply and install new Counter Top for the Lavatories of the Comfort Rooms. (Ground Floor & Second Floor)

Supply and install new partition for Water Closets & Urinals

(Ground Floor & Second Floor)

Supply & Install new Plumbing & Electrical Focuses for the four (4) Comfort Rooms (Ground Floor & Second Floor).

Supply and Paint all surface area of the walls of the Library Common Area & Comfort Rooms, Interior walls

Supply and Install for repair of Wall Mesonry at Comfort Rooms. (Verify on site)

10 Provide Project sign Board as per requirement by COA.

All exposed work shall be protected while the building is being renovabled. The ceiling, the walls and all other surfaces not to be renovated shall be well protected during re-tiling by sufficient covers Any stains, dirt, smears and other imperfections shall be removed by the Contractor to the satisfaction of the Architect.

Clearing, Housekeeping and handover,

#### SPECIFICATIONS:

- Tiles to be used as Floor Finishes should be 60cm x 60cm Non-skid Homogneous Tiles approved by the Architect
- Tiles to be used as Wall Finishes should be 30cm x 60cm Homogneous Tiles. approved by the Architect (for Comfort Rooms)

Proper surface preparation prior to Ling. Provide Screed.

Removed construction trash will be hauled and discarded outside UP Cebu Lahug Campus (as per contractor choice of dumpsite)

Proper surface preparation grier to painting and masonry wall and will use paint that produced color the same as the existing.

Refer to Supplier Details for the Lavatory Counter Top of Comfort Rooms approved by the Architect

Refer to Supplier Details for the Toilet & Urinal Partitions of Comfort Rooms. approved by the Architect

Remove all defective or peeling paint in all area and repaint all surface area. (1 cost)

Use painting material the same as per existing

#### CLIENTS DIRECTION:

- Removal of Existing damaged blas must be in accordance with the safe methodolgy and safety standards
- Working at heights above 1.70m shall provide safety harness with double. landyard and properly hooked to lifeline.
- Prepare material approval request prior to material procurements:

- Request for inspection must be requested on all activities.
- Submit Method statement on all important activities.
- 6 Provide safe access for inspection.
- Comply and follow all the rules and regulation of the UP Cebu Lahug Campus. Strictly implement maximum construction safety standards at all times
- 7

#### Note:

- \* Power and water consumption must be paid by the contractor.
- \* Handtools and minor equipment will be provided by the contractor.
- \* Provide Scaffolding or any for safe access to roof and working at heights

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Ar. John Ellis C. Acosta Senior Architectural Associate ENDORSED:

Ar. Ryan Anthony G. Genobiagon Junior Managing Architect

ENDORSED

Ms. Mylan R. Pedrano Librarian, UPC

ENDORSED:

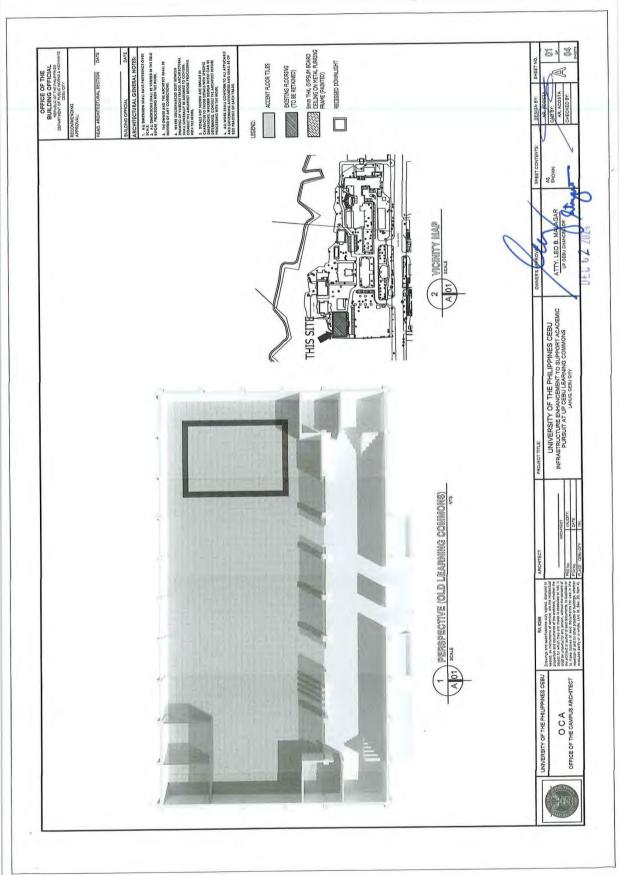
Hazel A. Trapero Vice Chancellor for Administration

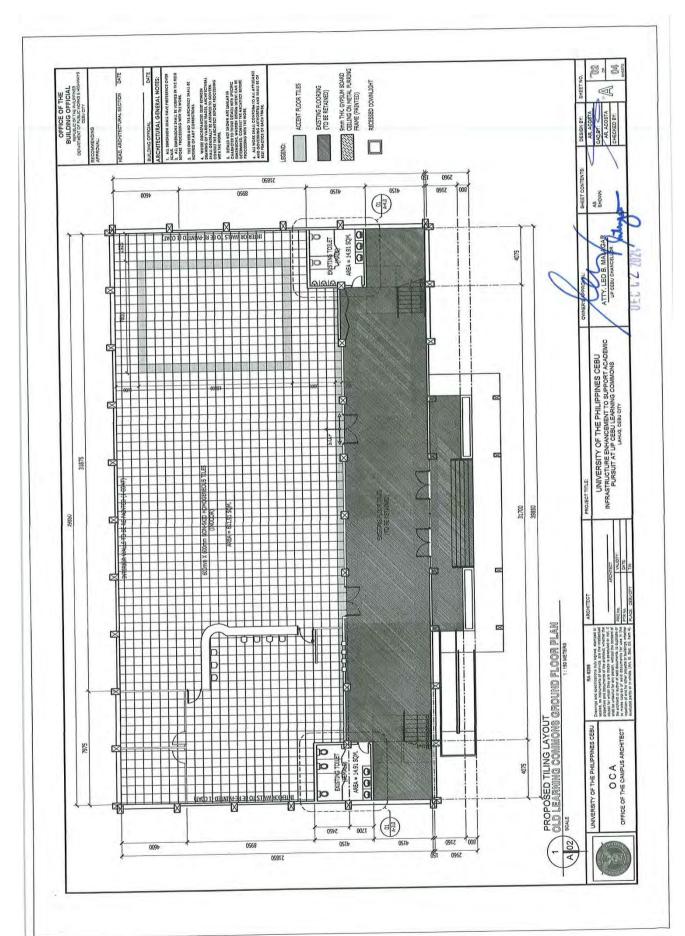
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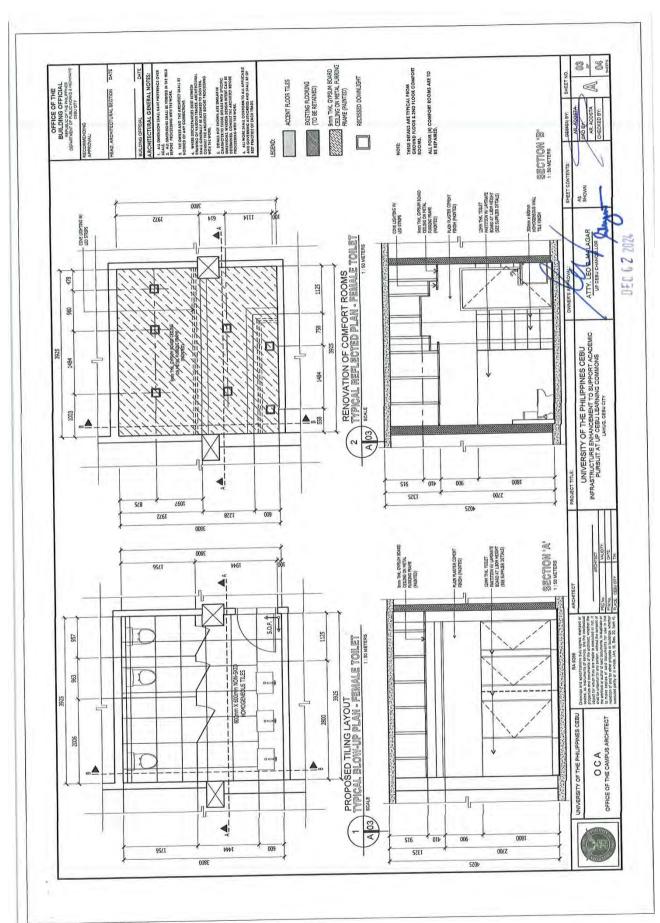
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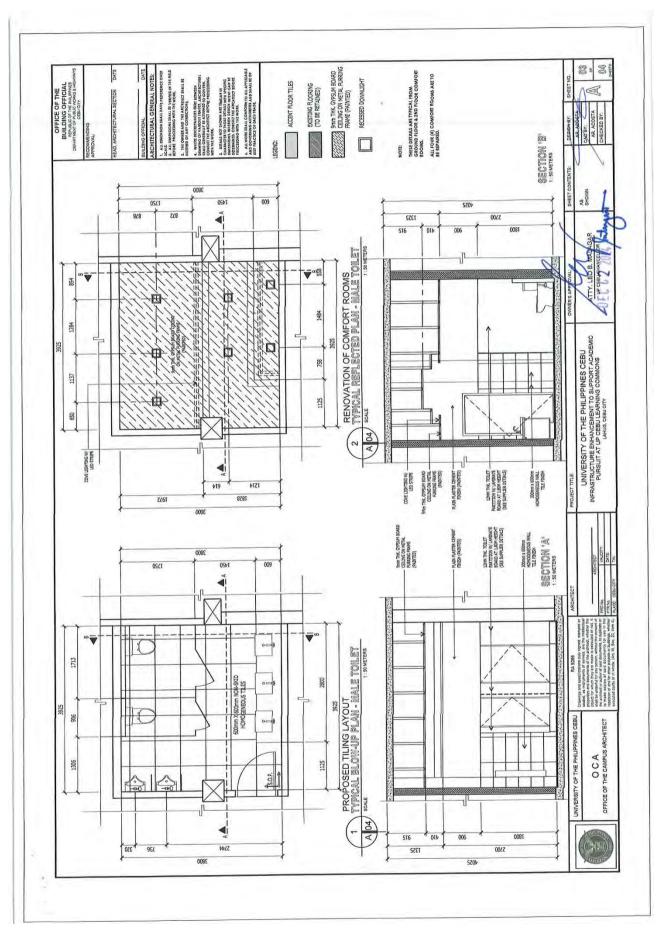
Atty. Leo B. Malagar Chancellor, UP Cepu

## Section VII. Drawings









## Section VIII. Bill of Quantities

\*Please refer to attached details.

#### REPUBLIC OF THE PHILIPPINES

PROJECT TITLE LOCATION SUBJECT DURATION ABC

: INFRASTRUCTURE ENHANCEMENT TO SUPPORT ACADEMIC PURSUIT AT UP CEBU LEARNING CO : UP CEBU, LAHUG, CEBU CITY : COST ESTIMATE AND SCOPE OF WORKS : 90 CALENDAR DAYS P2,762,515.23

#### BILL OF QUANTITIES

NO.	WORK DESCRIPTION	UNIT	QTY.	UNIT COST	AMOUNT
I	GENERAL REQUIREMENTS	Lot			
	Mobilization/Demobilization				
	Removal of Existing Tiles	-			
	Power and water Consumptions				
	Bonds and Insurance				
	Health, Safety and Environment				
	Project Billboard and signage				
	Temporary Facility				
	Hauling & Storage of Removed Existing Floor Tiles				
	Protective Covering for Exposed Areas				
	Construction Waste Disposal				
	Sub-total for Item No. I				
II.	PROVISION FOR SCAFFOLDINGS	Lot			
	Sub-total for Item No. II				
III.	TILE WORKS	sq.m.			
	Sub-total for Item No. III				
IV.	REPAINTING WORKS	sq.m.			
	Sub-total for Item No. IV				
٧.	PLUMBING WORKS	sq.m.			
	Sub-total for Item No. V				
VI.	ELECTRICAL WORKS	sq.m.			
	Sub-total for Item No. VI				
77.	TOTAL PROJECT COST				

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DEC 12 2024

PROJECT TITLE LOCATION SUBJECT DURATION ABC

: INFRASTRUCTURE ENHANCEMENT TO SUPPORT ACADEMIC PURSUIT AT UP CEBU LEARNING COMMONS
: UP CEBU, LAHUG, CEBU CITY
: COST ESTIMATE AND SCOPE OF WORKS
: 90 CALENDAR DAYS
P2,762,515.23

#### UNIT COST ANALYSIS

#### I. GENERAL REQUIREMENTS

Quantity: Unit:

Lot

A. Materials:					
Description	Oty.	Unit	Unit Cost	Amount	
Mobilization/Demobilization		Lot			
Demolition and Removal of Existing Floor Tiles		Lot			
Removal Finishes, Plumbing & Elec, Fixtures		Lot			
Power and water Consumptions		Lot			
Bonds and Insurance		Lot			
Health, Safety and Environment		Lot			
Project Billboard and signage		Lot Lot Lot Lot			
Temporary Facility					
Hauling & Storage of Removed Existing Floor Tiles					
Protective Covering for Exposed Areas					
Construction Waste Disposal					
	Material Cost:				
B. Equipment:  Description	Oty.	Days	Rental / Day	Amount	
C. Labor:		Equ	ipment Cost:		
Description	Otv.	Davs	Rate/Day	Amount	
		-			
	Tabalis		Labor Cost:		
	I otal L	irect Cos	st (A+B+C)=		

## II. PROVISION FOR SCAFFOLDINGS Quantity: Unit: L

Lot

A. Materials: Scaffolding rental/	<u>Descript</u> month	ion complete sets	Qtv.	Unit	Unit Cost	Amount
				M	laterial Cost:	
B. Equipment:	Descript	ion	Otv.	Days	Rental / Day	Amount
				Equ	pment Cost:	
C. Labor: Foreman Carpenter labourer/helpers	Descript	ion	Qty.	Days	Rate/Day	Amount
			Total D	lunck Co.	Labor Cost:	
		[Sum of (EDC		PROFIT)	ot (A+B+C)= Indirect Cost: Profit OCM X 12% ] TAX Total Cost =	

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.

			Onit Cost =	
Description	Qty.	Unit	Unit Cost	Amo
at door	s	pcs		
with threshold at door		pcs		
with threshold at door		pcs		
tectural Components		length		
		Bags cu.m. Bags Bags		
material Cost)		oogs		
		- 1	laterial Cost:	
	Oty.	<u>Days</u> Lot	Rental / Day	Amo
		Equ	ipment Cost:	
Description	Oty.	Days	Rate/Day	Amo
	-		Labor Cost:	
		1	ndirect Cost: Profit OCM	
[Sum of (ED	C+ OCM + I	PROFIT)	x 12% ] TAX Total Cost = Unit Cost =	
ty:				
No. of the last of				-
ry Common Area and omfort Rooms	Oty.	<u>Unit</u> Gallon	<u>Unit Cost</u>	Amou
		М	aterial Cost:	-
	Qty.	Days	Rental / Day	Amou
abor cost)		Lot		
	Description  Description  Description  Description  Description  Description  Description  Description  Description  Labor cost)  Description  Labor cost  Description  Labor cost  Esum of (ED	Description Otv.  Description Otv.  Omm Non-Skid Homogeneous at door by end user)  Ommx600mm Non-Skid with threshold at door by end user)  Ommx600mm with threshold at door by end user)  itectural Components  kg)  Description Otv.  Total C  ISum of (EDC+ OCM + I)  RS  ity: nit: sq.m.  Description Otv.  Description Otv.	Description  Description  Otv. Unit  Description  Otv. Unit  Omm Non-Skid Homogeneous at door by end user)  Ommx600mm Non-Skid with threshold at door by end user)  Ommx600mm with threshold at door by end user)  Itectural Components  Reg  Description  Description  Description  Otv. Davs  Lot  Fequ  Common (EDC+ OCM + PROFIT)  Common Area and Omfort Rooms material Cost)  Mescription  Description  Otv. Unit Gallon Comfort Rooms material Cost)  Mescription  Otv. Davs  Otv. Unit Gallon Comfort Rooms material Cost)  Mescription  Otv. Davs	Description  Description  Description  Ony  Unit Unit Cost  Omm Non-Skid Homogeneous at door by end user)  Ommx600mm Non-Skid with threshold at door by end user)  Ommx600mm  pcs with threshold at door by end user)  Ommx600mm  pcs with threshold at door by end user)  Itectural Components  Regs  Bags  Bags  material Cost:  Description  Labor cost)  Description  Oty  Davs  Rental / Dav  Labor Cost:  Total Direct Cost (A+B+C)= Indirect Cost:  Profit  OCM  [Sum of (EDC+ OCM + PROFIT) × 12% ] TAX  Total Cost = Unit Cost = Unit Cost  Recription  Ocm  Ocm  Ocm  Gallon  Pry Common Area and Omfort Rooms material Cost)  Material Cost:  Material Cost:  Material Cost  Material Cost:  Material Cost:  Material Cost:  Description  Oty  Davs  Rental / Day  Description  Oty  Description  Oty  Description  Oty  Davs  Rental / Day  Description  Oty  Description  Oty  Davs  Rental / Day  Description  Oty  Description  Oty  Description  Oty  Davs  Oty  Davs  Rental / Day  Description  Oty  Description  Description

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.

		Equipment Cost:	
C. Labor: Foreman labourer/Helper Painter	Description	Qtv. Davs Rate/Day	Amount
		Labor Cost:  Total Direct Cost (A+B+C)= Indirect Cost: Profit OCM [Sum of (EDC+ OCM + PROFIT) x 12% ] TAX Total Cost = Unit Cost =	

V. PLUMBING WORKS

Quantity:

Unit:

COMFORT ROOMS sq.m.

A. Materials:		_		
Description	Oty.	Unit	Unit Cost	Amount
Water Supply Line Repairs	36.00	Lot	Still Cook	Concern
4 Comfort Rooms (Verify Actual)				
Sanitary System Repairs		Lot		
4 Comfort Rooms (Verify Actual)				
Plumbing Fixtures, Accessories	& Appurtenances			
Water Closet		Set/s		
Lavatory		Set/s		
Faucet		Set/s		
Urinals		Set/s		
Urinal Partition (Supply & Install)		Set/s		
Toilet Partition (Supply & Install)		Set/s		
Mirror		Im.		
Granite Countertop		sq.m.		
Consumables (5% of material Cost)			Material Cost:	
B. Equipment:			incertal costs	
Description	Oty.	Days	Rental / Day	Amount
Minor Tools(15% of Labor cost)		Lot		-
		Equ	ipment Cost:	
C. Labor:				Accept
Description	Qty.	Days	Rate/Day	Amount
Foreman labourer/Helper				
Plumber				
		A4	Labor Cost:	
	Total		st (A+B+C)=	
		I	ndirect Cost:	
			Profit	
	Sum of /EDC   OCM	DDOCTT	OCM	
	Sum of (EDC+ OCM +	- PROFIT)	X 12% ] TAX Total Cost =	
			7,5,740,753,740	
			Unit Cost =	

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.

#### V. ELECTRICAL WORKS

Quantity: Unit:

COMFORT ROOMS

sq.m.

A. Materials:					-
Description		Qty.	Unit	Unit Cost	Amount
Wires, Cables, Roughing-ins & Fi	ittings	1	Lot	-	
(4 Comfort Rooms)					
Electrical Fixtures, Accessories 8	Appurtenances	5			
9W LED Flush Mounted Downlight (W	Varm White)		set/s		
LED Strip Light (Warm White)	A		set/s		
One Gang Three Device Switch			set/s		
Duplex Convenience Outlet, Wall Mou	unted		set/s		
Specialties					
9mm Thk. Gypsum Board			Pieces		
0.4 mm Thk. 19mm x 50mm Double	Metal Furring		length		
Consumables (5% of material Cost)					
			M	laterial Cost:	
B. Equipment:					Name of
<u>Description</u>		Qty.	Days	Rental / Day	Amount
Minor Tools(15% of Labor cost)			Lot		
			Equ	ipment Cost:	
C. Labor:		2	4	9.7.6	Sec. 12
Description		Qty.	Days	Rate/Day	Amount
Foreman labourer/Helper					
Electrician			_	-	
MINERAL INITIAL I					
				Labor Cost:	
		Total D		t (A+B+C)=	
			1	ndirect Cost:	
				Profit	
Ú,	Sum of (EDC+ (	OCM +	PPOETT)		
	Sam of LEDCT	Solid T	MOITI)	Tetal Cost =	
				Unit Cost =	

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Vide Chancellor for Administration

APPROVED BY:

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Atty. Leo B. Malagar Chancellor, UP Cebu

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.

# Section IX. Checklist of Technical and Financial Documents

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

<u>Legal Do</u>	<u>cuments</u>
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
(b) S	tatement of the prospective bidder of all its ongoing government and private ontracts, including contracts awarded but not yet started, if any, whether similar r not similar in nature and complexity to the contract to be bid; <b>and</b>
(c)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; <a href="mailto:and">and</a>
(d)	Special PCAB License in case of Joint Ventures <u>and</u> registration for the type and cost of the contract to be bid; <u>and</u>
(e)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> original copy of Notarized Bid Securing Declaration; <u>and</u>
(f)	<ul> <li>Project Requirements, which shall include the following:</li> <li>a. Organizational chart for the contract to be bid;</li> <li>b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;</li> <li>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</li> </ul>
(g)	Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

	Find	ancial (h)	<u>Documents</u> The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
		(i)	Class "B" Documents  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.	II. FINANCIAL COMPONENT ENVELOPE		
		(j)	Original of duly signed and accomplished Financial Bid Form; and
	Othe	<u>er doc</u> (k) (l)	Original of duly signed Bid Prices in the Bill of Quantities; and  Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipmen rentals used in coming up with the Bid; and
		(m)	Cash Flow by Quarter.

