

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PUBLIC BIDDING NO.: PBM 2021-14INF

**Rebidding of the Construction of UP Mindanao Center for
Advancement of Research in Mindanao – CARIM Building
Phase 3**

Sixth Edition

July 2020

Pursuant to GPPB Resolution No. 16-2020

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



Bids and Awards Committee for Infrastructure and Consulting Services
UNIVERSITY OF THE PHILIPPINES

Administration Building, Mintal, Davao City 8022, Philippines
T: + 63 82 293 0863, + 63 82 293 0258 E: bacsecinfra.upmin@up.edu.ph,
bac.upmindanao@up.edu.ph

Invitation to Bid

for the

**Rebidding of the Construction of UP Mindanao Center for Advancement of Research
in Mindanao - CARIM Building Phase 3
PBD 2021-14INF**

Funding Source: GAA 2019

1. The *University of the Philippines Mindanao (UPMin)* invites PhilGEPS registered contractors to bid for the project:

Qty	Item / Description	Approved Budget for the contract	Delivery Period
One (1) Lot	Rebidding of the Construction of UP Mindanao Center for Advancement of Research in Mindanao - CARIM Building Phase 3	₱ 50,000,000.00 —	within Three Hundred and Sixty-five (365) calendar days upon receipt of NTP

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

2. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in 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 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act.”

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

4. Interested bidders may obtain further information from *Supply and Property Management Office* and inspect the Bidding Documents at the address given below from 8:00 AM to 4:00PM.

5. A complete set of Bidding Documents may be acquired by interested Bidders from the address below and upon payment of Bidding Documents in the amount as follows:

Qty	Item / Description	Amount of Bid Documents
One (1) Lot	Rebidding of the Construction of UP Mindanao Center for Advancement of Research in Mindanao - CARIM Building Phase 3	₱ 25,000.00 =

The schedule of bidding activities is as follows:

ACTIVITIES	SCHEDULE	VENUE
Advertisement/Posting of Invitation to Bid	June 1, 2021	www.philgeps.gov.ph www2.upmin.edu.ph
Issuance and Availability of Bid Documents/ Signed Plans	June 1, 2021	SPMO 1F, UP Mindanao, Mintal, Davao City
Pre-Bid Conference	June 9, 2021 (Wednesday) Time: 9:00 A.M.	Via Zoom
Site Inspection		
Request for Clarification	June 11, 2021	bac.upmindanao@up.edu.ph
Issuance of Supplemental Bid Bulletin	June 14, 2021	www.philgeps.gov.ph www2.upmin.edu.ph
Deadline of Submission and Opening of Bids	June 21, 2021 (Wednesday) Time: 9: 00 A.M. June 21, 2021 (Wednesday) Time: 10: 00 A.M.	SPMO 1F, UP Mindanao, Mintal, Davao City bac.upmindanao@up.edu.ph via Zoom

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. Bids must be duly received by the BAC Secretariat at the address below before **June 21, 2021 (Wednesday); 9:00 AM**. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.
7. The *UP Mindanao* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance

with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

8. For further information, please refer to:

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

(SGD)

Prof. Leo Manuel B. Estana
BAC Chair

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *University of the Philippines Mindanao* invites Bids for the *Rebidding of the Construction of UP Mindanao Center for Advancement of Research in Mindanao - CARIM Building Phase 3*, with Project Identification Number *PBM 2021-13INF*.

The Procurement Project Construction of *Rebidding of the Construction of UP Mindanao Center for Advancement of Research in Mindanao - CARIM Building Phase 3* 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 *Funding Year 2019* in the amount of *₱50,000,000.00*.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.

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:

- a. Subcontracting is not allowed.

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 Mindanao, Mintal, Davao City and/or through Zoom Conference as indicated in schedule of the bidding activities 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 X. 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 X. 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:*

- a. 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 *One Hundred Twenty (120) Calendar days from the date of opening of bids*. 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 (1) original and one (1) duplicate 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 the IB Supplemental Guidelines.

18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 8 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Any Construction Projects</i>
7.1	<i>No further instructions</i>
10.3	<i>No further instructions</i>
10.4	The key personnel must meet the required minimum years of experience set below:
10.5	The minimum major equipment requirements are the following:
12	<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> <ul style="list-style-type: none"> a. The amount of not less than P1,000,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than P2,500,000.00 if bid security is in Surety Bond.
19.2	<i>No further instructions</i>
20	<p>For purposes of Post-qualification, the following document(s) shall be required:</p> <ul style="list-style-type: none"> 1. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall include the following: <ul style="list-style-type: none"> (a) Purchase Order or Contract or Notice of Award or Notice to

Proceed ; *and*

(b) Contractors Performance Evaluation System (CPES) rating sheet with satisfactory rating or Certificate of Completion **and/or** Owner's Acceptance.

2. Proof of Ongoing and Awarded Contracts but not yet started contracts as identified in the Statement of All Ongoing Government & Private Contracts, which shall include the following:
 - (a) Notice of Award or equivalent; and
 - (b) Certificate of accomplishments signed by the Owner or Project Engineer or in case the project was just awarded or still in the mobilization stage, a certification in lieu of the certificate of accomplishment signed by the Owner or Project Engineer should be submitted.
3. Key Personnel individual resumes and photocopy of PRC Licenses of the Engineers and Accreditation from DOLE-OHSC (for the Health and Safety Officer).
4. Required Equipment proof of ownership, lease and/or purchase agreement. For lease and purchase agreement, such proof must include a certification of availability of equipment from the lessor/vendor for the duration of the project.
5. Sworn Statement of compliance with the Drawings and Specifications, Annex "J"
6. Valid Certificate of PhilGEPS Registration (Platinum Membership)
7. Latest Income Tax Returns for 2019 for fiscal/calendar year (BIR Form 1701 or 1702) is required; and
8. Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering the six months period immediately preceding the date of opening of bids.

The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).

N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.

21	<p>The following documents shall be submitted by the winning bidder within <i>ten (10) calendar days</i> from receipt of the Notice of Award (NOA):</p> <ol style="list-style-type: none">1. Construction schedule and S-curve2. Manpower schedule3. Construction methods4. Equipment Utilization Schedule4. Construction Safety, Sanitation and Health Program approved by DOLE5. PERT/CPM
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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.

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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

4.1. 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.

4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	<i>No further instructions</i>
4.1	<i>No further instructions</i>
6	<i>No further instructions</i>
7.2	<p><i>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</i></p> <p><i>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.</i></p> <p><i>In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures: Two (2) years.</i></p>
10	a. 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>Ten (10)</i> days of delivery of the Notice of Award.
11.2	The period between Program of Work updates is Thirty (30) days. Payments will not be processed if the updated program of work is not submitted.
13	The amount of the advance payment is Fifteen percent (15%) of the contract price.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which "as built" drawings are required is ten (10) calendar days after issuance of final acceptance.
15.2	Final payment will be withheld pending submission of the required "as built" drawings and/or operating and maintenance manuals.

Section VI. Specifications

Section VII. Drawings

Section VIII. Bill of Quantities

Section IX. Bidding Forms

Bid Form

Date: _____
 Invitation to Bid No: PBM 2021-09INF

To: Bids and Awards Committee for Infrastructure and Consulting Services
 University of the Philippines
 Mintal, Davao City

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract Rebidding of the Construction of UP Mindanao Center for Advancement of Research in Mindanao - CARIM Building Phase 3;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

Lot No.	Qty	Item / Description	Total Price
1	One (1) Lot	Rebidding of the Construction of UP Mindanao Center for Advancement of Research in Mindanao - CARIM Building Phase 3	

TOTAL PRICE IN WORDS

Lot No. 1: | _____

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

- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;

- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the *[Name of Project]* of the *[Name of the Procuring Entity]*.
- (k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

CONSTRUCTION AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This Agreement, made this _____ day of _____, 2021 at Mintal, Davao City, by and between:

UNIVERSITY OF THE PHILIPPINES, the National University created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as “The University of the Philippines Charter of 2008”, through its constituent university, University of the Philippines Mindanao, with office address at Mintal, Davao City, represented herein by its Chancellor, **DR. LARRY N. DIGAL**, herein referred to as the “**UNIVERSITY**”;

-and-

_____, doing business under the name and style of _____, a sole proprietorship registered under Philippine laws, with office address at _____, hereinafter referred to as the “**CONTRACTOR**”.

W I T N E S S E T H: That

WHEREAS, on _____, the UNIVERSITY conducted a public bidding for the _____ located at _____ (Contract Reference No. _____) (hereinafter referred to as the “**WORKS**”), in accordance with Republic Act 9184 (RA 9184) and its 2016 Revised Implementing Rules and Regulations (R-IRR), herein CONTRACTOR having submitted the lowest calculated responsive bid;

WHEREAS, a Notice of Award dated _____ was issued to and received on _____ by the CONTRACTOR who has accepted the WORKS under set terms and conditions, representing itself to be especially competent, skilled, and fully equipped with the necessary materials, manpower and equipment necessary for undertaking the WORKS;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The CONTRACTOR shall provide and perform for the UNIVERSITY the services and scope of work set forth in the Technical Specifications, the Drawing/Plans, which are part of the Contract Documents provided hereunder.
3. The following Contract Documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - a. Annex "A" – General Conditions of Contract (consisting of ___pages);
 - b. Annex "B" – Special Conditions of Contract (consisting of ___pages);
 - c. Annex "C" – Drawing/Plan (consisting of ___sheets);
 - d. Annex "D" – Technical Specifications (consisting of ___pages);
 - e. Annex "E" – Invitation to Bid (consisting of ___ pages);
 - f. Annex "F" – Instructions to Bidders (consisting of ___pages);
 - g. Annex "G" – Bid Data Sheet (consisting of ___ pages);
 - h. Annex "H" – Legal and Technical Documents (consisting of ___pages);
 - i. Annex "I" – Financial Documents (consisting of ___ pages);
 - j. Annex "J" – Performance Security: _____ dated _____ in the amount of _____(consisting of ___pages);
 - k. Annex "K" – Other Contract Documents listed in Bid Data Sheet 31.4(g) (consisting of ___pages);
 - l. Annex "L" – Notice of Award of Contract dated _____ and the CONTRACTOR's conformity therewith (consisting of ___page)
4. The intended completion date is _____ as specified in the Notice to Proceed to be issued by the UNIVERSITY.
5. For and in consideration of the performance and accomplishment of the WORKS and the correction of any defects therein, the UNIVERSITY shall pay the CONTRACTOR the total amount of _____ (_____) subject to pertinent laws on government contracts and auditing procedures. The said Contract Price is inclusive of all duties, taxes, licenses, premiums, fees and charges which may accrue by virtue of the WORKS, such as but not limited to permit and registration fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, payments and contributions imposed by law, and insurance.
6. The CONTRACTOR is obliged to replace, remove or discipline its employees or agents, as required by the University, upon reported infractions, in the performance of

any activity in connection with this Agreement, against persons or property or have otherwise violated University policies, rules and regulations.

7. The CONTRACTOR shall, jointly and severally with its employees, workers, agents, subcontractors, be liable to the UNIVERSITY, its employees or to any third party for any injury or damage suffered by them, or for any damage to or loss of property, due to the tortious or criminal act(s) committed by its employees, workers, agents, subcontractors.
8. The relationship of the UNIVERSITY to the CONTRACTOR is that of an independent contractor. Nothing in this Agreement shall be construed as creating an employer-employee relationship between the UNIVERSITY and the CONTRACTOR, its sub-contractors, employees, agents, or workers.
9. The CONTRACTOR shall indemnify, hold free and harmless, and defend at its own expense the UNIVERSITY and its officials, agents, employees, or workers, from and against all suits, claims, demands, and liabilities of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the CONTRACTOR, its employees, workers, or sub-contractors in the performance of any activity in connection with the WORKS, including those that may be initiated by its employees, workers, agents, sub-contractors, or by any other entity or person against the UNIVERSITY by reason of or in connection with the WORKS.
10. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Parties thereby submit to the exclusive jurisdiction of the competent Courts of Quezon City; Provided, that prior to any resort to the filing of an action in court or any quasi-judicial body, the parties shall endeavor to amicably settle any dispute according to the provisions of Republic Act No. 9285 otherwise known as the “Alternative Dispute Resolution Act of 2004”; Provided further, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto in accordance Executive Order No. 1008, otherwise known as the “Construction Industry Arbitration Law”.
11. This Agreement, and the Contract Documents mentioned in Paragraph 3 hereof, shall be interpreted in a manner as to render harmony to ensure the full and satisfactory completion of the WORKS. In case of doubt or conflict between and among any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and this Agreement, the CONTRACTOR shall refer the same in writing to the UNIVERSITY for clarification and guidance. The clarification or determination made by the UNIVERSITY shall be binding and conclusive upon the Parties.
12. Should any provision of this Agreement be declared illegal, invalid or unconstitutional by the court of law, the rest of the other provisions not affected thereby shall remain valid, subsisting and binding.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on the date and place above-indicated.

UNIVERSITY OF THE PHILIPPINES

by:

LARRY N. DIGAL Ph.D.
Chancellor

Contractor

Signed in the Presence of:

Certified Funds Available:

UP Mindanao Budget Office/Accounting Office

ACKNOWLEDGMENT

Republic of the Philippines)
_____) s.s.

BEFORE ME, a Notary Public for and in _____, Philippines, this ____
day of _____, 2021, personally appeared:

<u>Name</u>	<u>Government-Issued Identification</u>	<u>Date/Place Issued</u>
LARRY N. DIGAL _____	_____ _____	_____ _____

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represent.

This instrument, consisting of five (5) pages, including this page whereon this Acknowledgment is written, refers to a Construction Agreement between the University of the Philippines and _____, signed by the parties together with their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on the date and place above written.

NOTARY PUBLIC

Doc. No. ___;
Page No. ___;
Book No. ___;
Series of 2015.

OMNIBUS SWORN STATEMENT

[shall be submitted with the Bid]

v06.10.20

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*
[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.
11. *[Name of Bidder]* hereby designates the following as its official contact details where notices and other communication may be sent:

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

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

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

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

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

Note:

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

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

Note: For sole proprietorship

SPECIAL POWER of ATTORNEY

I, (name), of legal age, Filipino, with address at (address) as the sole owner and proprietor of (name of sole proprietorship), in connection with my participation in the Public Bidding or Alternative Mode of Procurement pursuant to Republic Act No. 9184 (RA 9184) and its implementing rules and regulations, and other related laws and issuances, to be conducted by the University of the Philippines Mindanao for (Name of Procuring Entity) for the Project (Name of Project) under Reference Number (Bidding Number) (the “Project”), have named, appointed and constituted, and by these presents name, appoint and constitute (name of agent/s/authorized person/s), of legal age, and with address at (address of agent/s/authorized person/s), as my true and lawful attorney, for me and in my name, place and stead to do and perform the following acts, to wit:

(Please modify or limit authority as needed)

- Sign, execute, and deliver any and all documents, including but not limited to forms, statements, undertakings, declarations and estimates necessary or relating to my participation in the Project;
- Receive any and all notices, communication and information pertaining to the Project; and
 - Execute and perform any and all acts necessary or appropriate to submit the bid and participate in the Project, and to sign and execute the ensuing contract for the Project.

HEREBY GRANTING AND GIVING unto my said attorney/s-in-fact full necessary power and authority to do and perform any and every act requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do or cause to be done if personally present and acting in person, hereby RATIFYING and CONFIRMING all that my said ATTORNEY/S- IN-FACT may also do or cause to be done under and by virtue of the said premises.

IN WITNESS WHEREOF, I have hereunto signed this instrument on this (day) of (month & year), at (place of execution).

(name of owner/single proprietor)
Principal

CONFORME:

(name agent/s/authorized person/s)
Attorney-in-Fact

Signed in the Presence of:

(name of witness) _____
(name of witness)

SUBSCRIBED AND SWORN to before me this (date) at (place of execution), Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his/her (Type of government identification card issued) with his/her photograph and signature appearing thereon, with No. (ID Number).

WITNESS MY HAND and seal this (date).

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ (date, place issued)
IBP No. _____ (date, place issued)

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

Note:

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

At least one current identification document issued by an official agency bearing the photograph and signature of the affiant, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, Senior Citizen Card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, Seaman's Book, Alien Certificate of Registration/Immigrant Certificate of Registration, government office ID, Certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) Certification.

Note: For corporations, cooperatives or joint ventures

Republic of the Philippines }
(place of execution) City } s.s.

SECRETARY’S CERTIFICATE

I, (name of Corporate Secretary), of legal age, Filipino, with business address at (business address of Corporate Secretary), after being duly sworn to in accordance with law hereby depose and state: That –

- I am the duly elected and appointed Corporate Secretary of (name of company), (the “Corporation”), a corporation duly organized and existing under and virtue of the laws of the Philippines, with principal place of business at (address of company) and SEC Registration No. (SEC Registration Number as stated in Certificate of Registration);
- On (date of meeting/adoption of resolution), at which a quorum was present, the following resolutions were duly passed and approved by the Corporation, to wit:

“RESOLVED, as it is hereby resolved, that (name of company) (the “Company”) be authorized to participate in the Public Bidding or Alternative Mode of Procurement pursuant to Republic Act No. 9184 (RA 9184) and its implementing rules and regulations, and other related laws and issuances, to be conducted by the University of the Philippines Mindanao for (Name of Procuring Entity) for the Project (Name of Project) under Reference Number (Bidding Number) (the “Project”);

RESOLVED FURTHER, in connection with the Company’s participation in the public bidding or alternative mode of procurement for the Project, the person/s named herein shall be authorized to --

(Please modify or limit authority as needed)

- Sign, execute, and deliver any and all documents and amendments thereto, including but not limited to forms, statements, undertakings, declarations and estimates necessary or relating to the Company’s participation in the Project;
- Receive any and all notices, communication and information pertaining to the Project; and
- Execute and perform any and all acts necessary or appropriate to submit the bid and participate in the Project, and to sign and execute the ensuing contract for the Project.

as follows :

(modify as appropriate)

SOLE SIGNATURE:

(any one (1) of the following can sign alone)

<u>Name</u>	<u>Position</u>	<u>Specimen Signature</u>
(name)	(position)	_____
(name)	(position)	_____
(name)	(position)	_____

- These Resolutions have not been amended nor repealed and remains in full force and effect. Any modification, amendment or repeal shall only be binding upon actual receipt of an original copy of the modified, amended or new resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this (day) of (month & year) in (place of execution).

(name)
Corporate Secretary

SUBSCRIBED AND SWORN to before me this (date) at (place of execution), Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his/her (Type of government identification card issued) with his/her photograph and signature appearing thereon, with No. (ID Number).

WITNESS MY HAND and seal this (date).

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ (date, place issued)
IBP No. _____ (date, place issued)

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

Note:

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

At least one current identification document issued by an official agency bearing the photograph and signature of the affiant, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, Senior Citizen Card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, Seaman’s Book, Alien Certificate of Registration/Immigrant Certificate of Registration, government office ID, Certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) Certification.

Note : For Partnerships

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

**PARTNERSHIP RESOLUTION of
(name of Partnership)**

PARTNERS' RESOLUTION No. _____

This Resolution made in (place) among (name), Filipino, of legal age, single/married, and a resident of (address), (name), Filipino, of legal age, single/married, and a resident of (address), and (name), Filipino, of legal age, single/married, and a resident of (address), all partners of (Name of Partnership), a (type of partnership) partnership formed under the laws of the Philippines (the "Partnership") with business address at (address).

WITNESSETH: That --

During the regular meeting of the Partners of the Partnership held on (date) in (place), the following resolutions were unanimously adopted in accordance with the procedures set forth in the governing instruments of the Partnership and that said resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the governing instruments of the Partnership.

I. DESIGNATION OF AUTHORIZED REPRESENTATIVE

In connection with the Partnerships' participation in the Public Bidding or Alternative Mode of Procurement pursuant to Republic Act No. 9184 (RA 9184) and its implementing rules and regulations, and other related laws and issuances, to be conducted by the University of the Philippines Mindanao for (Name of Procuring Entity) for the Project (Name of Project) under Reference Number (Bidding Number) (the "Project"), that (name), as the (type of Partner) Partner, be designated as the Partnerships' authorized representative, with authority to --

(Please modify or limit authority as needed)

- 1) Sign, execute, and deliver any and all documents, including but not limited to forms, statements, undertakings, declarations and estimates necessary or relating to my participation in the Project;
- 2) Receive any and all notices, communication and information pertaining to the Project; and
- 3) Execute and perform any and all acts necessary or appropriate to submit the bid and participate in the Project, and to sign and execute the ensuing contract for the Project.

II. OTHER MATTERS

These resolutions shall be communicated to the appropriate parties and shall remain in full force and effect and that any and all transactions be made by the said Managing Partner pursuant to the foregoing resolutions are valid and binding against the Partnership until an amending resolution shall have been passed by the Partners of this Partnership.

IN WITNESS WHEREOF, the parties hereto have signed this resolution this (date) at (place).

<u>Partner's Name</u>	<u>Signature</u>
1.	_____
2.	_____
3.	_____
4.	_____

SUBSCRIBED AND SWORN to before me this (date) at (place of execution),

Philippines. Affiants are personally known to me and were identified by me through competent evidence of identity as defined in in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiants exhibited to me their (Type of government identification card issued) with his/her photograph and signature appearing thereon.

WITNESS MY HAND and seal this (date).

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ (date, place issued)

IBP No. _____ (date, place issued)

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of _____.

Note:

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

At least one current identification document issued by an official agency bearing the photograph and signature of the affiant, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, Senior Citizen Card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, Seaman’s Book, Alien Certificate of Registration/Immigrant Certificate of Registration, government office ID, Certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) Certification.

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

x-----x

Invitation to Bid *[Insert reference number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - c. I am/we are declared as the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorneys No. _____

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

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

Doc. No.__

Page **No.**

Book **No.**

Series of__.

LIST OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT

Business Name : _____
 Business Address : _____

	Project Architect/Engineer	Safety Engineer	Foreman	Welder	Painter	Carpenter	Mason	Plumber	Electrician
1. Name									
2. Address									
3. Date of Birth									
4. Employed Since									
5. Previous Employment									
6. Education									
7. PRC License/ Accreditation from DOLE-OHSC (for the Health and Safety Officer)									
8. Years of Experience in Proposed Position									

Note: This List must be supported by individual resumes of all personnel and photocopy of PRC Licenses of the Engineers.

Submitted by : _____
 (Printed Name & Signature of Authorized Representative)
 Designation : _____
 Date : _____

LIST OF EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENT, PLEDGED TO THE PROPOSED CONTRACT

Business Name : _____
 Business Address : _____

Description	Model/Year	Capacity/Performance/Size	Plate No.	Motor No./ Body No.	Location	Condition	Proof of Ownership/ Lessor/Vendor
A. Owned							
i.							
ii.							
iii.							
B. Leased							
i.							
ii.							
iii.							
C. Under Purchase Agreement							
i.							
ii.							
iii.							

Note: This List must be supported by proof of ownership, lease and/or purchase agreement. For lease and purchase agreement, such proof must include a certification of availability of equipment from the lessor/vendor for the duration of the project.

Submitted by: _____
(Printed Name & Signature of Authorized Representative)

Designation : _____

Date : _____

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

Business Name : _____
 Business Address : _____

Name of Contract	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		TOTAL VALUE AT AWARD	TOTAL CONTRACT VALUE AT COMPLETION	a. Date Awarded b. Date Started b. Date Completed
			Description	%			
<i>Government</i>							
<i>Private</i>							

Note: This statement shall be supported by:

- (a) Purchase Order or Copy of the Contract or Notice of Award or Notice to Proceed ; **and**
- (b) Contractors Performance Evaluation System (CPES) rating sheet with satisfactory rating **or** Certificate of Completion and/or Owner's Acceptance.

Submitted by : _____
 (Printed Name & Signature of Authorized Representative)
 Designation : _____
 Date : _____

STATEMENT OF ALL ONGOING GOVERNMENT & PRIVATE CONSTRUCTION CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name : _____

Business Address : _____

Name of Contract/Location Project Cost	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Expected Date of Completion	% of Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	
<i>Government</i>								
<i>Private</i>								
Total Cost:								

Note: This statement shall be supported by:

1. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:

The day before the deadline of submission of bids.

2. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

Submitted by : _____
(Printed Name & Signature of Authorized Representative)

Designation : _____

Date : _____

A F F I D A V I T O F S I T E I N S P E C T I O N

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

1. That I am the [Position of the Authorized Representative] of the [Name of Bidder] with office at [Address of the Bidder]
2. That I have inspected the site for [Name of Contract/Project]. Located at [Location of the Contract/Project] on [Date of Inspection].
3. That I am making this statement as part of the requirement for the Technical Proposal of the [Name of Bidder] for the [Name of Contract/Project] of the UP Diliman.

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

Affiant

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

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

(Notary Public)

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

Doc. No. ;
 Page No. ;
 Book No. ;
 Series of 20_.

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

SWORN STATEMENT OF COMPLIANCE WITH THE DRAWINGS AND SPECIFICATIONS

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

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

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

Affiant

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

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

(Notary Public)
Until _____
PTR No. _____
Date _____
Place _____
TIN _____
IBP _____

Doc. No. ;
Page No. ;
Book No. ;
Series of 20_.

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Section X. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

PBM 2021-14INF Rebidding of the Construction of UP Mindanao Center for Advancement of Research in Mindanao - CARIM Building Phase 3

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and
- (c) 2020 Mayor's or Business permit and proof of payment for 2021 renewal or 2021 Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
and
- (g) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid
License Category: B
Size Range: Medium A
; and
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (e.g., Project Manager, Project

Engineers, Materials Engineers, and Foremen), to be assigned to the

contract to be bid, with their complete qualification and experience data;

- c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- (k) Certificate of Site Inspection;

Financial Documents

- (l) The prospective bidder's **2019** audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions; **and**
- (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

Republic of the Philippines

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