



PHILIPPINE BIDDING DOCUMENTS

Procurement of Fit-Out Construction for UCPB Savings Kabasalan Branch-Lite

Bid Reference No.: ITB-GSD-003-12-10-2022

Government of the Republic of the Philippines

*Approved Budget for the Contract is Five Million Seven
Hundred Sixty Thousand Pesos Only (Php5,760,000.00)*

**Sixth Edition
July 2020**

-
K
1

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the "Works") through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the
- c. *e of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- d. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- e. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- f. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be

printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

- g. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

TABLE OF CONTENTS

Glossary of Terms, Abbreviations, and Acronyms	5
Section I. Invitation to Bid	8
Section II. Instructions to Bidders	11
1. Scope of Bid	12
2. Funding Information	12
3. Bidding Requirements	12
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	12
5. Eligible Bidders	13
6. Origin of Associated Goods	13
7. Subcontracts	13
8. Pre-Bid Conference	14
9. Clarification and Amendment of Bidding Documents	14
10. Documents Comprising the Bid: Eligibility and Technical Components	14
11. Documents Comprising the Bid: Financial Component	15
12. Alternative Bids	15
13. Bid Prices	15
14. Bid and Payment Currencies	15
15. Bid Security	15
16. Sealing and Marking of Bids	16
17. Deadline for Submission of Bids	16
18. Opening and Preliminary Examination of Bids	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post Qualification	17
21. Signing of the Contract	17
Section III. Bid Data Sheet	18
Section IV. General Conditions of Contract	20
1. Scope of Contract	21
2. Sectional Completion of Works	21
3. Possession of Site	21
4. The Contractor's Obligations	21
5. Performance Security	21
6. Site Investigation Reports	22
7. Warranty	22
8. Liability of the Contractor	22
9. Termination for Other Causes	22
10. Dayworks	22
11. Program of Work	23

Handwritten signatures and initials on the right margin.

12. Instructions, Inspections and Audits	23
13. Advance Payment.....	23
14. Progress Payments	23
15. Operating and Maintenance Manuals.....	23
Section V. Special Conditions of Contract.....	25
Section VI. Specifications.....	27
Section VII. Drawings	36
Section VIII. Bill of Quantities.....	37
Section IX. Checklist of Technical and Financial Documents	38

[Handwritten signature]

[Handwritten signature]

Invitation to Bid for



Procurement of Fit-out Construction for UCPB Savings Kabasalan Branch Lite

1. The *UCPB Savings Bank*, through the *Approved Corporate Budget for year 2022* intends to apply the sum of ***Five Million Seven Hundred Sixty Thousand Pesos Only (Php5,760,000.00)***, ***inclusive of all applicable taxes and other charges, including insurance coverage (if applicable)*** being the Approved Budget for the Contract (ABC) to payments under the contract for ***Fit-out Construction for UCPB Savings Kabasalan Branch Lite (ITB-GSD-003-12-10-2022)***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***UCPB Savings, Inc. (UCPBS)*** now invites bids for the above Procurement Project. Completion of the Works is required ***30 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 ***UCPB Savings, Inc.*** and inspect the Bidding Documents at the address given below from *Monday to Friday 8:30 AM to 3:00PM or thru UCPB Savings Website*.
5. A complete set of Bidding Documents may be acquired by interested bidders on **October 14, 2022/Friday to October 24, 2022/Monday** 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 Ten Thousand Pesos Only (Php10,000.00)*. It may also be downloaded free of charge from the website of the procuring entity. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *via soft or hard copy of the official receipt issued by UCPB Savings Kalayaan Branch*.

Instructions to bidders on payment of bid documents:

- a. The payment for the Bid Documents shall be limited to Cash or Manager's/ Cashier's Check payable to UCPB Savings. Personal checks shall not be accepted.
- b. The ***Bidder is required to enclose the cover page of this Invitation to Bid (ITB)*** in order to properly determine which, bid document, the bidder is paying for at ***UCPB Savings – Kalayaan Branch, 106 Neptune Street, Kalayaan Avenue corner Makati Avenue, Makati City***;
- c. It may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring

Entity, provided that the Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

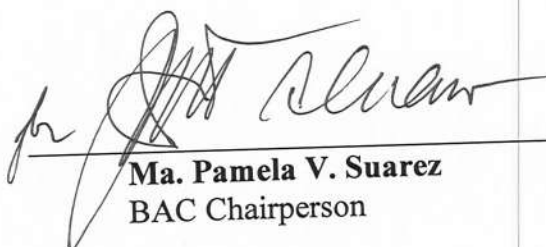
6. The **UCPB Savings, Inc.** will hold a Pre-Bid Conference¹ on **October 17, 2022 (Monday) at 1:30PM** via Microsoft Teams, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address as indicated below, on or before 11:30AM of **October 25, 2022(Tuesday)**. 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 **October 25, 2022 (Tuesday) at 1:30 PM** via Microsoft Teams. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **UCPB Savings, Inc. (UCPBS)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Dronnel A. Espina
BAC Secretariat
UCPB Savings, Inc.
Penthouse, UCPB Corporate Offices Building
7907 Makati Avenue, Makati City
Tel. No.: (+632) 8811-9148
Email Address: **bacsecretariat@ucpbsavings.com**

12. You may visit the following websites:

For downloading of Bidding Documents: **<https://www.ucpbsavings.com>**

[Date of Issue]


Ma. Pamela V. Suarez
BAC Chairperson

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

Section II. Instructions to Bidders

12/1/2012

1. Scope of Bid

The Procuring Entity, **UCPB Savings, Inc. (UCPBS)** invites Bids for the *Fit-out Construction for UCPB Savings Kabasalan Branch Lite*, with Project Identification Number *ITB-GSD-002-27-09-2022*.

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 2022 in the amount of *Five Million Seven Hundred Sixty Thousand Pesos Only (Php5,760,000.00) inclusive of all applicable taxes and other charges, including insurance coverage, if applicable.*

2.2. The source of funding is:
a. GOCC and GFIs, the proposed 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 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 Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
 - 7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and

comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through Microsoft Teams 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.

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 **December 30, 2022**. 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 at its physical address 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**.

Handwritten signatures and initials on the right margin.

Section III. Bid Data Sheet

Rev 2/92
J. H. [Signature]

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: Renovation/Fit-Out /Construction of Bank or its Branch/Commercial Building	
7.1	Subcontracting is not allowed	
10.3	<i>No Further Instructions</i>	
10.4	The key personnel must meet the required minimum years of experience set below: NOTE: Except for the foreman, all key personnel should be PRC-registered/ Certified and in good standing. Experience: This should cover the past five (5) years of experience	
10.5	The minimum major equipment requirements are the following: <u>None</u>	
12	<i>No Further Instructions</i>	
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than Php115,200.00 (2% of ABC), 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 Php288,000.00 (5% of ABC) if bid security is in Surety Bond.	
19.2	<i>Partial bid is not allowed. The renovation and repair project are packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</i>	
20	<i>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</i> <i>Note: The latest income and business tax returns are those within the last six months preceding the date of bid.</i>	
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 Scurve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.	

Richard P. R. & Gay

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

Handwritten signatures and initials on the right margin.

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.

Handwritten signatures and initials on the right margin.

- 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.

Handwritten signature: Mustafa Al-Husseini

Section V. Special Conditions of Contract

Handwritten signature: *Michael J. ...*

Special Conditions of Contract

GCC Clause	
2	No additional / special condition
4.1	The contractor shall complete all works within thirty (30) calendar days; reckoned from the date of winning bidder acceptance of the Notice of Award for the Fit-out Construction of UCPB Savings Kabasalan Branch-Lite Project in Kabasalan Sibugay Zamboanga.
6	The site investigation reports are: <i>Weekly Progress Work Report</i>
7.2	<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>
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <u>5 days of delivery of the Notice of Award.</u>
11.2	No further instructions.
13	The amount of the advance payment is <i>15% of the total contract price as mobilization fee.</i>
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	No further instructions.
15.2	No further instructions.



Section VI. Specifications

Amended by the Board

SCOPE OF WORKS AND SPECIFICATIONS



Project : FIT OUT CONSTRUCTION OF UCPBS KABASALAN
Location : BRGY. CAINGLET KABASALAN, ZAMBOANGA SIBUGAY
Subject : TERMS OF REFERENCE/ SCOPE OF WORKS
Budget(ABC) : PHP5,760,000.00

The Contractor shall hold all obligations, duties and responsibilities necessary to the successful completion of the contract assigned to or be undertaken by the Contractor, including all labor, materials, equipment and services, other incidentals and furnishings thereof in accordance with the drawings, specifications and all addenda prepared by UCPBS.

TERMS OF REFERENCE/ SCOPE OF WORKS:

A. MAJOR WORKS INCLUDED BUT NOT LIMITED TO THE FOLLOWING:

1. General Requirements:
Processing of building and occupancy permits (including professional fees); bonds & insurance; CARI (Contractor's All Risk Insurance); mobilization and demobilization (inclusive of freight cost); maintenance of temporary water, power and facilities; health and safety; as-built plan; meter and service deposit to water service; transformer.
2. Site Works:
 - Dismantling/Demolition works
 - Trenching of water and sanitary pipes & restoration works
 - General cleaning/Hauling of debris
 - Excavation works
 - Non-clayish compacted fill
 - Soil Poisoning
 - Gravel bed
 - Polyethylene sheet
 - Drain
3. Concreting Works:
 - Formworks/Scaffoldings
 - Rebars and tie wires
 - a. Cash Vault
 - b. Upstand/Lintel bond beams
 - c. Stiffener columns
 - d. Tie wires
 - e. Other item of work necessary to complete the intent of the plans and specs.
 - Genset Pad
 - Ramps/Steps
 - Parking Slab
 - Electrical private pole

Handwritten signature/initials

- Flag Sign Footing
- Septic tank
- Concrete
 - a. Cash Vault
 - b. Upstand/Lintel bond beams
 - c. Stiffener columns/Columns
 - d. Other item of work necessary to complete the intent of the plans and specs.
 - RC counter (kitchen sink)
 - Genset Pad
 - Steps/Ramps
 - Parking Slab
 - Electrical Private Pole
 - Flag Sign Footing
 - Septic tank
- 4. Masonry Works:
 - Minimum 400psi CHB/CMU (including plastering and reinforcements)
 - a. 100 mm thk
 - b. 150 mm thk
 - Other item of work necessary to complete the intent of the plans and specs.
 - a. Plastering works
- 5. Metal Works:
 - Supply and installation to compete the intent of the plan and specification
 - a. Grill housing with padlocks (inclusive of ACCU steel platform)
 - b. Grills at interior ceiling
 - c. Steel roof framing
 - d. Genset house all inclusive
 - e. Water and electric meter grill
- 6. Wood and Plastic:

Supply and installation of wall partitions and pre-fabricated modules to complete the intent of the plan and specification.

 - Partitions
 - a. 12.5 mm thk gypsum board partition on metal studs double wall/single wall (floor to ceiling)
 - Architectural wood works
 - a. Overhead cabinets at pantry
 - b. Overhead cabinets at cash vault
 - c. Back cabinets
 - d. Teller's accent wall and ceiling
 - Prefabricated modules
 - a. Tellers counter inclusive of rubber mat and all acrylic modules forms, picos tray acrylic shield
 - b. Low counter (BOO/SA) with acrylic shield
 - c. BLO workstation
 - d. Guard's podium
 - e. Forms counter

Handwritten signature/initials

7. Thermal and Moisture Protection
 - Ga 24 prepainted long span GI roofing, flashing
 - Stainless gutter
 - Film type roof insulation

8. Doors and Windows:

Supply and installation of doors complete with accessories to complete the intent of the plan and specification.

 - Wood door
 - Glass door
 - Vault door (OSM)
 - Door hardware
 - a. Locksets
 - b. Deadbolt (double cylinder) metal door
 - c. Door closer
 - d. Door stopper wood door and metal door
 - e. Hinges
 - Windows, frames and glass panels
 - a. 12mm thk tempered exterior glass panels with 8 mils clear security film at branch façade

9. Finishes
 - Painting works
 - a. Permacoat standard color semi-gloss finish

White straight from the can:

 - a.1. All areas/walls except with tiles, finishes and claddings
 - b. Flat paint finish – white Boysen paint
 - b.1. Gypsum and Hardilfex ceiling
 - c. Automotive (duco) paint finish
 - c.1. Wood doors and jambs
 - c.1.1. Door panel
 - c.1.2. Door jamb
 - c.1.3. Teller's accent backwall and ceiling
 - c.1.4. Back cabinet
 - d. Gloss enamel paint finish
 - d.1. Overhead cabinets
 - d.1.1. Pantry
 - d.1.2. Vault
 - e. Enamel paint finish
 - e.1. Ceiling Grills
 - f. Epoxy paint finish
 - f.1. ACCU grills
 - f.2. Electric and meter grills
 - g. Exterior paint finish
 - g.1. New paint
 - h. Other item of work necessary to complete the intent of the plan and specs.
 - Tile works
 - a. Banking hall: Mosaic layout homogenous tiles
 - b. Cash vault and records room: 3mm x 300mm x 300mm thk homogenous vinyl tiles
 - c. Toilet: 200mm x 200mm white ceramic tiles

Handwritten signature/initials

- d. Pantry: 300mm x 300mm white ceramic tiles
- Wall cladding works
 - a. ATM sticker
- Ceiling finishes/Ceiling works
 - a. 10mm thk gypsum board ceiling on metal furring
 - b. 1200mm x 600mm x 10mm thk acoustic board on baked white t-runners with 10mm dia hanger rods
- Natural/Cement plaster finishes
 - a. 20mm thk white granite finish (lavatory counter)

10. Specialties

- **Furnishing**
 - a. Bulletin board
 - b. Sunscreen roller shades beige color
 - c. Steel shelves
 - d. Fire extinguisher inclusive of acrylic logo and fire extinguisher stand
 - e. Calendar clock
 - f. Facial vanity mirror at toilet – frameless
 - g. Full body mirror at pantry
- **Signages/Poster holders**
 - a. Vertical signage
 - b. Horizontal signage (façade)
 - c. Bank decals/Interior signage
 - Main glass door decal
 - Toilet door acrylic sign (male/female, PWD)
 - Open/Close acrylic sign
 - Clearing cut-off sign in acrylic decal holder
 - Please Count Your Money sign in acrylic decal holder
 - Priority Lane sign in acrylic decal holder
 - Fire Exit
 - ATM façade decals
 - d. Poster holders
 - e. Stainless steel
 - Grab bar at PWD CR
 - PWD railing at ramp and steps

11. Plumbing Works

- Roughing-ins
- Storm Drain
 - a. PVC downspouts and drain pipes
- Steel grating
- Water line system inclusive of fittings and accessories (PPR-C Type 3)
 - a. Polypropylene pipes (cold water only)
 - b. Fittings and accessories
- Waste and vent line system inclusive of fittings and accessories
 - a. 100mm dia. PVC pipes
 - b. 50mm dia. PVC pipes
 - c. Floor drain (100mm x 100mm stainless steel)
 - d. Fittings and accessories
- Plumbing fixtures (fittings included)

Handwritten signature

Handwritten signature

Handwritten signature

- a. Water closet, lavatory, faucet, tissue holder, soap holder and accessories
- b. Hand bidet (provide 1 each per water closet) stainless steel 304
- c. Other item of work necessary to complete the intent of the plan and specs.

12. Mechanical Works (Including installation cost)

- Wall mounted A/C inverter
 - a. 2.5 HP
- Exhaust and ventilation system
 - a. Exhaust system inclusive of pipes & exhaust air grill (ceiling mounted)
 - b. Oscillating fan (beige color)

13. Electrical Data Works

- Lighting & Power System
 - a. Application of permanent power (including deposits and transformer costs)
 - b. Panel boards
 - c. Enclosed circuit breakers and electric meters
 - d. Wires and cables
 - e. Conduits, fittings and accessories
 - f. Boxes
 - g. Switches and outlets
 - h. Lighting fixtures (use LED lamps and provide 1 year warranty)
- Security System
 - a. Wires and cables
 - b. Conduit, fittings and accessories
 - c. Boxes
 - d. FACP & BACP Accessories (inclusive of installation, testing and commissioning)
- Datacom System
 - a. Wires and cables
 - b. Conduits, fittings and accessories
 - c. Boxes
 - d. Datacom cabinets, devices and accessories (inclusive of installation, testing and commissioning)
- CCTV System
 - a. Wires and cables
 - b. Conduits, fittings and accessories
 - c. Boxes
 - d. CCTV unit accessories (inclusive of installation, testing and commissioning)

B. ADDITIONAL OR AMENDMENT OF SCOPE OF WORKS WILL BE PROVIDED AFTER THE PRE-BID CONFERENCE, IF ANY.

C. OTHER WORKS AND REQUIREMENTS / CONDITIONS:

1. The Contractor shall secure and pay all required permits, fees, licenses and taxes and comply with all laws and local ordinances and related government regulations in connection with the project. *Included herein are signing of plans for processing of necessary permits.*
2. The Contractor shall submit PERT/CPM; Construction Schedule reflecting all activities needed to complete the project, their sequence and duration.

3. The Contractor's coordinator, supervisor/leadman, safety officer and workers are required to attend a briefing to fully discuss the guidelines and other concerns, prior to commencement of work to be conducted by the Physical Security Office.
4. The Contractor should have a Safety Officer at the project site at all times.
5. The Contractor shall submit sample/s of materials/fixtures for approval by UCPBS before fabrication/installation.
6. Defective works and materials may be rejected by USB at any time before the final acceptance of the work and rebuild/replace in accordance with the plan and specifications with the resulting expenses chargeable to his account.
7. The Contractor shall employ a competent supervisor acceptable to UCPBS who will supervise the work on a full-time basis.
8. The Contractor shall not employ minor workers and will hire qualified and competent equipment operators.
9. The Contractor shall complete all works withing THIRTY (30) CALENDAR DAYS; reckoned from the date of winning bidder acceptance of the Notice of Award for the PROPOSED FIT-OUT CONSTRUCTION OF UCPB Savings KABASALAN Branch-Lite Project.
10. Employees are prohibited to use mobile phones during construction hours as it may cause distraction and impinge employees' spatial awareness, recognition of hazards and operation of dangerous equipment.
11. It is also prohibited to use dangerous drugs and any form of non-prescription medications, alcoholic drinks, as well as reporting to work under their influence. Those involved in distributing or accepting any form of illegal drugs or alcohol on the job site will be terminated.
12. An employee on any type of prescription medication must notify his/her supervisor before starting work for the day. All employees on the job site are subject to drug testing for reasonable suspicion, as determined by the Contractor or the Bank. The Contractor is responsible for administering drug tests. Employees testing positive in a drug test will be terminated.
13. Smoking on construction premises is prohibited at all times. No horseplay will be tolerated and No fighting. All involved will be subject to being removed from the site.
14. Similarly, No firearms or weapons are allowed on the job site.
15. Employees shall work fully-clothed or Contractor may provide them uniforms and with proper identification (I.D.). Sleeveless shirts, tank tops, half shirts **are not** permitted.

16. Hard hats meeting ANSI standard specifications are required for all personnel requiring access to the job site. "Bump caps" are prohibited. ANSI standards are also adopted for Eye and Face protection, Hand and Arm protection equipment.
17. Employees must wear ear plugs and/or earmuffs while working in areas posted with noise warning signs, or while working with or near tools or equipment which generate sufficient noise to make normal conversation difficult.
18. Contractors shall ensure that there is adequate supply of drinking water for their employees. Contractors shall provide single use cups.
19. All trash, debris, including hazardous waste (spills) must be removed from the immediate work area as the work progresses and should be placed in trash bags, sacks or appropriate container before disposal.
20. Upon completion of works, the Contractor shall remove all temporary structures and surplus materials before leaving the premises. All old materials removed from the site shall be carefully piled up (in the manner stated in item B.18 above, including those that fall from Contractor's vehicles) and disposed by the Contractor.
21. The Contractor shall be fully responsible for the safety of his men and clearly understands and agrees that no employer-employee relationship shall exist between the Contractor's men and the USB. Any damage caused by the Contractor or his men to any property of the USB or injury or death to a third party shall be the sole responsibility of the Contractor and the latter shall pay the cost or shoulder the burden thereof.
22. The USB shall be free and made harmless from any and all kind of claims, damages, liabilities arising from the Contractor's non-compliance with the requirement of the Workmen's compensation, Social Security and other labor laws.
23. Other terms, regulations and conditions shall follow the Revised IRR of R.A. 9184.

C. Payment Terms

UCPB Savings manner of Payment to the contractor shall be on four progressive billings depending on the
Determined percentage completion. Schedule of payments as follows:

Billing Period	Percentage of Completion
1 st	20-30%
2 nd	50-60%
3 rd	80-90%
4 th	100% (Final Payment upon acceptance)

Handwritten signature/initials

Further, neither the final certificate nor the final payment, nor any provision of the contract document shall relieve the Contractor of the responsibility for faulty materials and workmanship. It shall, moreover, remedy any defects thereof, and for any damages caused to other works resulting there from, within a period of one (1) year after the completion of works. The USB shall give notice of any defect/s found with reasonable promptness. If the Contractor refuses or fails to complete the project within the specified time plus any time extension duly granted, the Contractor shall pay USB, by way of liquidated damages, the amount equivalent to one tenth of one percent (1/10 of 1%) of the cost of the unperformed portion of the works for each lapse calendar day of delay until the project is completed and accepted or taken over by the USB as stated in the Revised IRR Annex E of R.A.9184.

Handwritten signature: Luisito P. Alonzo

Section VII. Drawings

(To be provided separately after pre-bid for the standard drawings)

Author JPD
Rev 1/2018

Section VIII. Bill of Quantities

(To be provided separately after the pre-bid for the bill of quantities)

Handwritten signature: *William (JP) ...*

Ch. 12
G. D. D. D.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- ☐ (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- ☐ (e) 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**
- ☐ (f) 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**
- ☐ (g) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (h) The prospective bidder's computation of Net Financial Contracting Capacity

(NFCC).

Class "B" Documents

- ☐ (i) 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

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

Other documentary requirements under RA No. 9184

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

Handwritten signature/initials on the right margin.

Section IX. Bidding Forms

10/10/2019 11:11 AM

BID FORM

Date : _____

Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. 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, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of

[Handwritten signature]

issued GPPB guidelines² for this purpose;

- h. 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;
- i. 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
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. 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].
- l. 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: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

² currently based on GPPB Resolution No. 09-2020

Handwritten signatures and initials on the right margin.

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of *PROCURING ENTITY*] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a) The Supplier' Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - b) Schedule of Requirements;
 - c) Technical Specifications;
 - d) General Conditions of Contract;
 - e) Special Conditions of Contract;
 - f) Performance Security; and
 - g) Entity's Notice of Award.
 - h) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the payments to be made by the Entity to the Supplier as hereafter mentioned, the Supplier hereby covenants with Entity to provide the goods and services

and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Entity hereby covenants to pay the Supplier in consideration of the goods and services and the remedying of defects therein, The Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
5. Notwithstanding any provision in the General and Special Conditions of Contract, the UCPBS may pre-terminate this Contract subject to a notice to the Supplier within thirty (30) days prior to the effective date of pre-termination.
6. UCPBS shall have the right to assign its rights and liabilities under this Contract subject only to a notice to the Supplier.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

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

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

Acknowledgment

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

[Handwritten signatures and initials on the right margin]

Bid Form# _____ Omnibus Sworn Statement

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;**

[Handwritten signatures and initials on the right margin]

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel

or representative of the government in relation to any procurement project or activity.

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

File 1/13
[Signature]
[Signature]

Bid Form# _____ Secretary's Certificate

I, _____, a duly elected and qualified Corporate Secretary of [Name of Bidder], a corporation duly organized and existing under and by virtue of the law of the PHILIPPINES, DO HERBY CERTIFY that:

I am familiar with the facts herein certified and duly authorized to certify the same:

At the meeting of the Board of Directors of the Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and rare in full force and effect on the date hereof

“RESOLVED, that (Name of Bidder), as it hereby is/are, authorized to participate in the bidding of (Name of the Project), and that if awarded the project shall enter into a contract with the UCPB Savings, Inc.; and in connection therewith hereby appoint (Name of Representative/s), acting as duly authorized and designated representatives of [Name of Bidder], is/are granted full power and authority to do effectively as the (Designation of the Representative/s) might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

Name of Representatives	Designation	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

RESOLVED FURTHER THAT, the [Name of Bidder] hereby authorizes its representative/s to:

1. Execute a waiver of jurisdiction whereby the [Name of Bidder] hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
2. Execute a waiver that the [Name of Bidder] shall not seek and obtain writ of injunctions or prohibition or restraining order against the UCPB Savings, Inc. (UCPBS) or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

[Handwritten signature]

IN WITNESS WHEREOF, I have hereunto set my hand this _____ at _____, Philippines.

CORPORATE SECRETARY

SUBSCRIBED AND SWORN to before me this _____ at _____, Metro Manila, affiant exhibiting to me his respective [Government Issued ID] with expiry date on _____.

NOTARY PUBLIC

Doc. No. _____

Page No. _____

Book No. _____

Series of 2022

Notary Public

Bid Form# ____ Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

[Handwritten signature]

Bid Form# _____ Statement of all Ongoing Contracts

Statement of all Ongoing Government and Private Contracts Including Contracts
Awarded but not yet Started

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Owners Name Address Telephone nos.	Nature of Work	Bidders Role		Date Awarded Date Started Date of Completion	% Accomplishment	
			Description	%		Planned	Actual
Government							
Private							
						Total Cost	

Note: This statement will be verified during the Post Qualification Stage through any of the following evidence not limited to:

- Notice of Award and/or Contract/ Purchase Order
- Official Receipt/ Sales Invoice
- Notice to Proceed issued by the owner
- Certificate of Accomplishment signed by the owner or authorized representative
- Verification with the clients

Signature over printed name of Company Authorized Representative

Name and Designation (in print)

Date

Handwritten signature and initials on the right margin.

Bid Form# _____ Statement of Single Largest Completed Contract

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

This is to certify that (Company)_____ has following completed contracts for the period of CY 2019 – 2022

Date of the Contract	Contracting Party	Name of Contract	Amount of Contract	Date of Delivery/ End-User's Acceptance	Date of Official Receipt

Note: This statement will be verified during the Post Qualification Stage through any of the following evidence not limited to:

Notice of Award and/or Contract/ Purchase Order

Official Receipt/ Sales Invoice

Notice to Proceed issued by the owner

Certificate of Accomplishment signed by the owner or authorized representative

Verification with the clients

Signature over printed name of Company Authorized Representative

Name and Designation (in print)

Date:

Handwritten signatures and initials on the right margin.

NET FINANCIAL CONTRACTING CAPACITY (NFCC) STATEMENT

Summary of the bidder assets and liabilities on the basis of the income tax return and audited financial statement stamped “RECEIVED” by the Bureau of Internal Revenue or BIR authorized collection agent, for the immediately preceding year. The computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

	Amount	
Current Assets		
Minus: Current Liabilities		
Sub-total		
Multiplied by 15		
Sub-total		
Minus: Value of outstanding contracts		
NCCF		

Signature over printed name of Company Authorized Representative

Name and Designation (in print)

Date:

Handwritten signature and initials on the right margin.

Handwritten text, possibly a signature or name, oriented vertically on the right side of the page.