



University of Science and Technology of Southern Philippines

Alubijid | Cagayan de Oro | Claveria | Jasaan | Oroquieta | Panaon

NEGOTIATION DOCUMENTS

FOR THE

ADDITIONAL ELECTRICAL LOADS AND SUPPLY POWER LINES OF THREE STOREY ACADEMIC BUILDING

Project ID No. INFR-002-22

**(PURSUANT TO SECTION 53.1 OF THE IRR OF R.A. NO. 9184-- TWO-FAILED
BIDDINGS)**

Sixth Edition

Section I. Invitation to Bid

Invitation to Bid for the Additional Electrical Loads and Supply Power Lines of Three Storey Academic Building

Contract ID No. : INFR-002-22

Contract Location : USTP-Claveria, Claveria, Misamis Oriental

Project Description :

The constructed three storey academic building of USTP Claveria still no electricity and has little capacity for electrical loads, the main circuit breaker is 125A CB 2P, meanwhile our computer from Admin building (103 sets of computer, additional ACU) will be transferred to three storey academic building for permanent location. Now the three storey academic building needs to sustain electrical loads.

This proposal will add power lines for the outlet and aircon. The power supply will be made 3-phase, 220 volts and then added to the transformer for future loads.

Approved Budget for the Contract (ABC) : Php 1,700,000.00

Contract Duration : 60 CD

1. The **University of Science and Technology of Southern Philippines (USTP)- Claveria**, through **Internally Generated Fund (IGF)** intends to apply the sum of **One Million Seven Hundred Thousand Pesos Only (Php 1,700,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Additional Electrical Loads and Supply Power Lines of Three Storey Academic Building**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Qty	Item/Description	Approved Budget for the Contract	Delivery Period
1 lot	Additional Electrical Loads and Supply Power Lines of Three Storey Academic Building	P1,700,000.00	The Intended Completion Date is within sixty (60) Calendar Days from receipt of Notice to Proceed.

2. The **University of Science and Technology of Southern Philippines (USTP)-Claveria** now invites bids for the **Additional Electrical Loads and Supply Power Lines of Three Storey Academic Building** of USTP-Claveria at Poblacion, Claveria, Misamis Oriental. Completion of the Works is required **Sixty (60) calendar days from receipt of Notice to Proceed**. 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 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act."

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or corporations 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 **University of Science and Technology of Southern Philippines (USTP) - Claveria** and inspect the Bidding Documents at the given address below at **8:00 AM to 5:00 PM** weekdays.
5. A complete set of Bidding Documents may be acquired by interested bidders on **August 31-September 19, 2022** from the address below **and upon payment of the applicable fee for the Bidding Documents**, *pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos Only (Php 5,000.00)*.

It may also be downloaded free of charge from the website of the Procuring Entity (<https://www.ustp.edu.ph/claveria/ustp-claveria-bids-and-awards-committee/>), provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids. The Procuring Entity will allow the bidder to present its proof of payment for the fees if it will be presented in person.

6. The USTP-Claveria will hold a Pre-Negotiation Conference on **September 7, 2022; 3:00 o'clock in the afternoon at USTP-Claveria, Admin Function Hall, 3rd Floor, Administration Building, Poblacion, Claveria, Misamis Oriental**, which shall be opened to prospective bidders.
7. Bids must be duly received by the BAC Secretariat by manual submission at the given address below on or before **September 19, 2022; 1:30 o'clock in the afternoon**. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.

Bid opening shall be on **September 19, 2022; 1:30 o'clock in the afternoon at USTP-Claveria, Admin Function Hall, 3rd Floor, Administration Building, Poblacion**

Claveria, Misamis Oriental. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

SCHEDULE OF ACTIVITIES	
Posting of Invitation to Bid	August 31-September 6, 2022
Availability of Negotiation Documents	August 31 to September 18, 2022 (8:00 AM to 5:00 PM)
Pre-Negotiation Conference	September 7, 2022 (3:00 PM)
Deadline for the Submission of Negotiation Documents (Proposal)/ Opening of Negotiation Documents	September 19, 2022 (1:30 PM)

8. **University of Science and Technology of Southern Philippines – Claveria**
Magsaysay Street, Poblacion,
Claveria, 9004 Misamis Oriental

9. The USTP-Claveria 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.
10. For further information, please refer to:

AMOR N. POSADAS

Head, BAC Secretariat

USTP-Claveria

Magsaysay Street, Poblacion, Claveria, Misamis Oriental

Cellphone #: +639273865313

email add: **amor.posadas@ustp.edu.ph**

website address: <https://www.ustp.edu.ph/claveria/ustp-claveria-bids-and-awards-committee/>

(sgd.)

ENGR. DENNIS T. YAMUTA

BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The *University of Science and Technology of Southern Philippines- Claveria Campus* invites Bids for the *Additional Electrical Loads and Supply Power Lines of Three Storey Academic Building*, with Project Identification Number *INFR-002-22*.

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 *One Million Seven Hundred Thousand Pesos Only (Php 1,700,000.00)*.

2.2. The source of funding is:

a. IGF, the Internally Generated Fund 2022.

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.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

14.1. Bid prices may be quoted in the local currency or 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 the end of One Hundred Twenty (120) calendar days from the date of the 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 copy of the first and second components of its Bid.

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

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be

opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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>Description of work:</i> The Project aims to Additional Electrical Loads and Supply Power Lines of Three Storey Academic Building with the following provisions: (1) Installations of roughing-ins. (2) Installations of square tube (3) Cable pulling (4) Installations of Power outlets (5) Installations of Panelboard (Including Circuit Breaker for ACU) (6) Installation of Service Entrance (7) Installations of Line Construction in coordination with (MORESCO) (8) Installations of Metering in coordination with (MORESCO) (9) Termination (10) Testing and Commissioning
7.1	Subcontracting is not allowed.
10.3	At least PCAB Category "C & D" license size range Small "B", PhilGEPS Registration, Registration Certification from the SEC, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the BDS, Mayors Permit, list of ongoing and completed government and private contracts awarded but not yet started, Audited Financial Statements and NFCC.
10.4	The minimum work experience requirements for key personnel are the following:

	<table><tr><th><u>KEY PERSONNEL</u></th><th><u>GENERAL EXPERIENCE</u></th><th><u>RELEVANT EXPERIENCE</u></th></tr><tr><td>Electrical Engineer</td><td></td><td>At least 3 years of relevant experience and updated PTR, PRC License and training certificates</td></tr><tr><td>Electrical Foreman</td><td>Curriculum Vitae</td><td>with least five (3) years relevant experience in electrical works in building construction projects. Proof of payment of remittances to SSS, Pag-ibig, and PhilHealth duly paid by the bidder at least 6 months to present. The same FOREMAN shall obtain personally from the Procuring Entity a <u>Certificate of Site Inspection</u> which must be attached under the List of Contractor's Key Personnel of the bidder's bidding documents.</td></tr><tr><td>Safety Officer</td><td></td><td>at least 40-hours relevant experience, COSH Training with valid certificate and letter of appointment from previous project</td></tr><tr><td>Electrician</td><td></td><td>NC2 Electrician with at least two (2) years of field relevant experience</td></tr></table>	<u>KEY PERSONNEL</u>	<u>GENERAL EXPERIENCE</u>	<u>RELEVANT EXPERIENCE</u>	Electrical Engineer		At least 3 years of relevant experience and updated PTR, PRC License and training certificates	Electrical Foreman	Curriculum Vitae	with least five (3) years relevant experience in electrical works in building construction projects. Proof of payment of remittances to SSS, Pag-ibig, and PhilHealth duly paid by the bidder at least 6 months to present. The same FOREMAN shall obtain personally from the Procuring Entity a <u>Certificate of Site Inspection</u> which must be attached under the List of Contractor's Key Personnel of the bidder's bidding documents.	Safety Officer		at least 40-hours relevant experience, COSH Training with valid certificate and letter of appointment from previous project	Electrician		NC2 Electrician with at least two (2) years of field relevant experience
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Grinder	3															
12	Alternative Bids shall not be accepted.															

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 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 5% of ABC if bid security is in Surety Bond.
19.2	Partial bids are not allowed.
20	The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
21	<i>Additional contract documents relevant to the Project required by existing laws and/or the Procuring Entity:</i> a. Construction Schedule; b. S-curve and Gantt Chart; c. Manpower Schedule; d. Construction Methods; e. Equipment Utilization Schedule; f. Construction Safety and Health Program (CHSP) duly approved by DOLE. ALL WORK ON SITE SHALL COMPLY WITH PERTINENT COSH GUIDELINES, SPECIFICALLY AS FOLLOWS: - Provision of ID and Uniforms to Workers - Provision of temporary exhaust fan on project site - Full compliance to DOLE D.O. No. 13, Series of 1998, "Guidelines Governing Occupational Safety and Health in the Construction Industry - Full implementation of DPWH D.O. No. 56 Series of 2005, "Guidelines for the Implementation of DOLE D.O. No.13, Series of 1998, On Occupational Safety Health in the Construction Industry" -Full Compliance to DPWH D.O. No. 30 series of 2021, "Construction Safety Guidelines for the Implementation of All Government and Private Construction Projects during the COVID-19 Public Health Crises g. PERT/CPM; and h. Affidavit of Site Inspection.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

- 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	The Intended Completion Date is <i>Sixty (60) Calendar Days from receipt of Notice to Proceed.</i>
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor upon issuance of Notice to Proceed.
6	Affidavit of Site Inspection.
7.2	Fifteen (15) years.
10	No dayworks are applicable to the contract.
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, such as the following: • Detailed Master Construction Schedule • Materials and Equipment Order and Delivery Schedule • Program of Works • Manpower and Equipment Deployment Schedule • Detailed Safety Plan • Final list of key personnel with e-mail and contact numbers • Copy of Bonds and Insurances The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>seven (7) calendar days</i> from receipt of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is 0.1 percent per day of the ABC.
13	The amount of the advance payment is 15% of the Contract Price.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The date by which operating and maintenance manuals are required is 30 calendar days after project completion. The date by which "as built" drawings are required is 30 calendar days after project completion.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>one percent (1%) of the ABC.</i> The contractor shall/may install sub-meters for utilities (Water, Electricity) and shall pay the corresponding bill incurred.

Section VI. Specifications

(see separate file)

Section VII. Drawings

(see separate file)

Section VIII. Bill of Quantities



University of Science and Technology of Southern Philippines

Alubijid | Cagayan de Oro | Claveria | Jasaan | Oroquieta | Panaon

BILL OF QUANTITIES

NAME OF PROJECT : Additional Electrical Loads and Supply Power Lines of Three Storey Academic Building (Re-bidding)

APPROVED BUDGET OF THE CONTRACT : One Million Seven Hundred Thousand Pesos Only (P1,700,000.00)

BRIEF DESCRIPTION : The constructed three storey academic building of USTP Claveria still no electricity and has little capacity for electrical loads, the main circuit breaker is 125A CB 2P, meanwhile our computer from Admin building (103 sets of computer, additional ACU) will be transferred to three storey academic building for permanent location. Now the three storey academic building needs to sustain electrical loads.

This proposal will add power lines for the outlet and aircon. The power supply will be made 3-phase, 220 volts and then added to the transformer for future loads.

SOURCE OF FUND : Internally Generated Fund 2022

CONTRACT DURATION : Sixty (60) Calendar Days

Item No.	Description	Qty	Unit	Unit Cost	Total Cost
A. ELECTRICAL WORKS					
1	Mobilization and Demobilization	lot	1.00		
2	Health and Safety Program	lot	1.00		
3	Box and Conduits	lot	1.00		
4	Wires and cables	lot	1.00		
5	Panelboard	lot	1.00		
6	Line Construction	lot	1.00		
7	Metering	lot	1.00		
8	Line Construction labor cost	lot	1.00		

9	Metering labor cost	lot	1.00		
10	Testing and commissioning	lot	1.00		
Total Amount of Bid					

Total Bid Price in Figure: _____

Total Bid Price in Words: _____

Name and Signature of Bidder: _____

All Bid proposals must be sealed in envelopes properly labeled and submitted to this University on or before the deadline of submission of bids on **September 19, 2022**, 1:30 o'clock in the afternoon at the Admin Function Hall, 3rd Floor Administration Building, Claveria, Misamis Oriental.

The University of Science and Technology of Southern Philippines-Claveria assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of the Bid. The USTP-Claveria neither assumes any obligation for whatsoever losses that the bidders may incur in the preparation on their bids nor guarantee that an award will be made.

(sgd.)

ENGR. DENNIS T. YAMUTA

BAC Chairperson

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class "A" Documents</i>	
<u><i>Legal Documents</i></u>	
☐	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or
☐	(b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; and
☐	(c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and
☐	(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u><i>Technical Documents</i></u>	
☐	(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; 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 (<i>please refer to the Bid Data Sheet</i>), to be assigned to the contract to be bid, with their complete qualification and experience data (ANNEX 1);
☐	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) (REVISED); 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.
<u><i>Financial Documents</i></u>	

☐	(k) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; <u>and</u>
☐	(l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
<i>Class "B" Documents</i>	
☐	(m) 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; <u>or</u> 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	
☐	(n) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
<i>Other documentary requirements under RA No. 9184</i>	
☐	(o) Original of duly signed Bid Prices in the Bill of Quantities; <u>and</u>
☐	(p) 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; <u>and</u>
☐	(q) Cash Flow by Quarter.

Section X. Bidding Forms

TABLE OF CONTENTS

Bid Form-----	
Form of Contract Agreement -----	
Omnibus Sworn Statement -----	

Bid Securing Declaration -----

Bid Form

Date:

IB¹ N°:

To: *[name and address of PROCURING ENTITY]*

Address: *[insert address]*

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- (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;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

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]*;

¹ If ADB, JICA and WB funded projects, use IFB.

- (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: _____

Form of Contract Agreement

THIS AGREEMENT, made this ____ day of _____, 2020 between University of Science and Technology of Southern Philippines (USTP) – Claveria, MOSCAT Claveria, Misamis Oriental, hereinafter called the "Entity" and [name and address of Contractor] (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the *Renovation of President's Cottage*, hereinafter called "the Works" and the Entity has accepted the Bid for [insert the amount in specified currency in numbers and words] by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (i) Eligibility requirements, documents and/or statements;

- (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

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

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

Binding Signature of Procuring Entity

Binding Signature of Contractor

[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

6. *[Select one, delete the rest:]*

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

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

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

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

10. In case advance payment was made or given, failure to perform or deliver any of the

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid-Securing Declaration

(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.
- d. **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 exhibit 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 _____.

Annex 1

LIST OF CONTRACTOR'S KEY PERSONNEL

NAMES	DESIGNATION	AGE	SEX	YEARS WITH THE COMPANY	YEARS OF RELEVANT EXPERIENCE (SIMILAR PROJECT)	YEARS OF RELEVANT EXPERIENCE (AS PER DESIGNATED POSITION)	NUMBER OF INCLUSIVE MONTHS	NAME OF THE PROJECT
	Electrical Engineer				3 years			
	Electrical Foreman				3 years			
	Safety Officer				40-hours			
	Electrician				2 years			

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position Title

Date

