

PHILIPPINE BIDDING DOCUMENTS

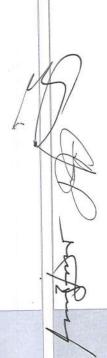
Procurement of Renovation and Repair Works for the New Head Office of UCPB Savings

Bid Reference No.: ITB-GSD-002-27-09-2022

Government of the Republic of the Philippines

Approved Budget for the Contract is Five Million Pesos Only (Php5,000,000.00)

> Sixth Edition July 2020



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 "name 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.
- c. 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.
- d. 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.



- e. 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.
- f. 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.



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Glossary of Terms, Abbreviations, and Acronyms

ABC - Approved Budget for the Contract.

ARCC - Allowable Range of Contract Cost.

BAC - Bids and Awards Committee.

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

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

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

BIR - Bureau of Internal Revenue.

BSP - Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI - Consumer Price Index.

DOLE – Department of Labor and Employment.



DTI - Department of Trade and Industry.

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

GFI - Government Financial Institution.

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

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

GOP - Government of the Philippines.

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

LGUs - Local Government Units.

NFCC - Net Financial Contracting Capacity.

NGA - National Government Agency.

PCAB - Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC - Securities and Exchange Commission.

SLCC - Single Largest Completed Contract.

UN – United Nations.



Section I. Invitation to Bid

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Invitation to Bid for



Procurement of Renovation and Repair Works for New Head Office of UCPB Savings

- The UCPB Savings Bank, through the Approved Corporate Budget for year 2022 intends to apply the sum of Five Million Pesos Only (Php5,000,000.00), 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 Renovation and Repair Works for New Head Office of UCPB Savings (ITB-GSD-002-27-09-2022). Bids received in excess of the ABC shall be automatically rejected at bid opening.
- The UCPB Savings, Inc. (UCPBS) now invites bids for the above Procurement Project.
 Completion of the Works is required 45 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).
- 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 September 29, 2022/Thursday to October 10, 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 Five Thousand Pesos Only (P 5,000.00). 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

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

- The UCPB Savings, Inc. will hold a Pre-Bid Conference on September 30,2022(Friday) at 1:30PM via Microsoft Teams, which shall be open to prospective bidders.
- 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 11, 2022(Tuesday). Late bids shall not be accepted.
- 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 11,2022 (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

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

Scope of Bid

The Procuring Entity, UCPB Savings, Inc. (UCPBS) invites Bids for the *Procurement of Renovation and Repair Works for New Head Office of UCPB Savings*, 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 Pesos Only (Php5,000,000.00) 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.

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Eligible Bidders 5.

- Only Bids of Bidders found to be legally, technically, and financially capable 5.1. will be evaluated.
- 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 5.2. 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.

- For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another 5.3. track record requirement, as specified in the Bidding Document prepared for this purpose.
 - The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 5.4. 2016 IRR of RA No. 9184.

Origin of Associated Goods 6.

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.

Subcontracts 7.

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%) 7.1. 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.
- The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 7.1. 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the 7.2. 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.



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 7.3. 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.

Pre-Bid Conference 8.

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.

Clarification and Amendment of Bidding Documents 9.

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.

Technical Eligibility and Comprising the Bid: Documents 10. Components

- 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.
 - 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.

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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.

Section III. Bid Data Sheet

Bid Data Sheet

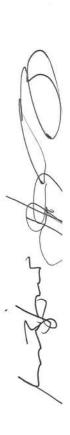
ITB Clause				
5.2	For this purpose, contracts similar to the Project refer to contracts which have			
	the same major categories of work, which shall be:			
	Engineering Design			
	Civil Works for 2 nd and 3 rd	floor		
	Electrical Works 2nd and 3rd			
	Data and Voice Works 2nd a	nd 3 rd Floor		
	Mechanical and Plumbing V	Vorks		
	Restoration and Painting Wo			
7.1	Data and Voice Works 2 nd and 3 rd Floor – 100%			
10.3	No Further Instructions			
10.4	The key personnel must me	eet the required minir	num years of experience set	
	below:		•	
	NOTE: Except for the fore	eman, all key personi	nel should be PRC-	
	registered/Certified and in			
		The state of the s	elevant Experience	
	Architect/Civil	2 years	2 years	
	Engineer			
	Project Manager	2 years	2 years	
	Electrical Engineer	2 years	2 years	
	Construction Safety &	2 years	2 years	
	Health Officer			
	Foreman	2 years	2 years	
10.5	The minimum major equipm			
The minimum major equipment requirements are the following.		3		
	Equipment Number of Units		Number of Units	
	Welding machine		1	
	Grinder		1	
	Electrical drill		1	
Pressure Pump			1	
	Steel scaffolding		5	
	Telescopic ladder (3.5 meters)		3	
	Safety harness		5	
12	12 No Further Instructions 15.1 The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:			
15.1				
15.1				
a. The amount of not less than Php100,000.00(2% of ABC), if bid size in each cashing's (manager's check hank droft/guerre				
is in cash, cashier's/manager's check, bank draf		, bank dranguarantee or		
	irrevocable letter of credit; The amount of not less than Phn250 000 00(5% of ABC) if hid securi		0(5% of ARC) if hid security	
b. The amount of not less than Php250,000.00 (5% of ABC) if bid so is in Surety Bond			(3/0 b) ABC) II bld security	
19.2	is in Surety Bond. 10.2 Partial hid is not allowed. The removation and renair project are packaged.			
19.2	19.2 Partial bid is not allowed. The renovation and repair project are packaged single lot and the lot shall not be divided into sub-lots for the purpose of biddenia.			
	evaluation, and contract award.			

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20	Only tax returns filed and taxes paid through the BIR Electronic Filling and Payment System (EFPS) shall be accepted. Note: The latest income and business tax returns are those within the last six months preceding the date of bid.
21	Winning bidder have to submit construction schedule, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment, and PERT/CPM prior to contract signing.



Section IV. General Conditions of Contract



1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

4. The Contractor's Obligations

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

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

5. Performance Security

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- 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.



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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.

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Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Civil Works for 2 nd and 3 rd floor – November 15,2022 (Completion) Electrical Works 2 nd and 3 rd Floor - October 21,2022 (Completion) Data and Voice Works 2 nd and 3 rd Floor - October 21,2022 (Completion) Mechanical and Plumbing Works - October 21,2022 (Completion) Restoration and Painting Works - November 15,2022 (Completion)
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor immediately days from receipt and acknowledgement of the Notice of Award.
6	The site investigation reports are: Weekly Progress Work Report
7.2	In case of permanent structures, such as buildings of types 4 and 5 at 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 no 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.
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>3</u> days of delivery of the Notice of Award.
11.2	No further instructions.
13	The amount of the advance payment is 15% of the total contract price as mobilization fee.
14	Not Allowed
15.1	No further instructions.
15.2	No further instructions.





Section VI. Specifications

Refer Annex "A"

Section VII. Drawings

Refer Annex "B"

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Section VIII. Bill of Quantities

Section IX. Checklist of Technical and Financial Documents

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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 <u>and</u> registration for the type and cost of the contract to be bid; <u>and</u>	
(e)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> original copy of Notarized Bid Securing Declaration; <u>and</u>	
(f)	 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) <u>and</u> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.	
Financial Documents		

		(11)	(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.	FINA	ANCI	AL COMPONENT ENVELOPE
		(j)	Original of duly signed and accomplished Financial Bid Form; and
	Othe	er doc	cumentary requirements under RA No. 9184
		(k)	Original of duly signed Bid Prices in the Bill of Quantities; and
		(1)	Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipmen rentals used in coming up with the Bid; and
		(m)	Cash Flow by Quarter

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Section IX. Bidding Forms

Bid Form# 01 Bid Form

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, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. 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 or in the Price Schedules,

If our Bid is accepted, we undertake:

- to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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 $[Insert\ this\ paragraph\ if\ Foreign-Assisted\ Project\ with\ the\ Development\ Partner:$

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:
Name and address Amount and Purpose of
of agent Currency Commission or gratuity
(If none, state "None")]
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.
We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.
We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.
The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].
We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, 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:

CONTRACT AGREEMENT

THIS AGREEMENT made the	day of	20	between [name of
PROCURING ENTITY] of the Philippines	s (hereinafter called	"the Entity"	") of the one part and
[name of Supplier] of [city and country o other part;	f Supplier] (hereina	fter called "	the Supplier") of the

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,

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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]

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Did Form#	_ Omnibus Swe	orn Statement
REPUBLIC O	F THE PHILIPPI	NES)
CITY/MUNIC	IPALITY 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;



- 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:
 - Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - 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 Form# Secreta	ary's Certificate	
I,	ation duly organized as	ected and qualified Corporate Secretary of and existing under and by virtue of the law of t:
I am familiar with th	ne facts herein certified	and duly authorized to certify the same:
following resolutions were	at which meeting a que approved, and the sa	The Corporation duly convened and held on brum was present and acting throughout, the ame have not been annulled, revoked and se and effect on the date hereof
the bidding of (Name of the with the UCPB Savings, Representative/s), acting a Bidder], is/are granted full Representative/s) might do	Project), and that if a Inc.; and in connects duly authorized and power and authority to if personally present wonfirming all that my so	it hereby is/are, authorized to participate in warded the project shall enter into a contract tion therewith hereby appoint (<i>Name of</i> d designated representatives of [<i>Name of</i> to do effectively as the (<i>Designation of the</i> ith full power of substitution and revocation aid representative shall lawfully do or cause
Name of Representatives	Designation	Specimen Signature

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

- 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.

the same

, Philipp	ines.	
	-	-
	CORPORATE SECRETARY	
SUBSCRIBED AND	SWORN to before me this	at
, Metro Manila, a	SWORN to before me this	nt Issued ID1
with expiry date on		155464 12-1
	NOTARY PUBLIC	
Doc. No		
Page No		
Book No		
Series of 2022		
Bid Form# Bid Securing	Declaration Form	
REPUBLIC OF THE PHILIPP	INES)	
CITY OF) S.S.	
BI	D SECURING DECLARATION	

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

market 18

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:
 - 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]

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	4	

	Owners Name		Bidders Role		Date Awarded	% Accomplishment	
Name of Contract/ Project Cost	Address Telephone nos.	Nature of Work	Description	%	Date Started Date of Completion	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 Represe	entative
Name and Designation (in print)	
Date	

Bid Form#	Statement	of Single	Largest	Completed	Contract
	_ ~	01 0115		COMPLETE	COMME

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 A	Authorized Representative
Name and Designation (in print)	5.
Date	

Bid Form#	Net Financial Contracting Capacity Statemen	+
DIG I OI III	Tiet Financial Contracting Capacity Statemen	ι

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	
NCFF	

Signature over printed name of Company Authorized Representative	re
Name and Designation (in print)	_
Date	_

Bid Form# _____ Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site

No.	Particulars	Unit/Qty	Coverage	Statement of Compliance (Yes / No)
1	- Health Maintenance Organization (HMO) Program for UCPBS Employees	732 UCPBS Employees (258 Officers & 449 Non-	October 1, 2022 to September 30, 2023	
	- Premium Base Rate with Payment Arrangement	Officers)		



Bid Form# 01 Bid Form

DID FODM

			מוט	romi			
					Date : _		
			Projec	ct Identific	cation No.:_		
To: [n	ame and	address of Pi	rocuring Entity]				
acknow Goods figures and oth	emental of whedged, I in configured for the tone of th	Bid Bulleting We, the undermity with sortal calculate odifications in	the Philippine Numbers [inse ersigned, offer the said PBDs to did bid price, as ea accordance with did price includes	rt number to [supply for the sur- evaluated a th the Price	rs], the receip y/deliver/perform of [total B and corrected e Schedules at	t of which orm [des did amount for computation here]	n is hereby duly cription of the t in words and utational errors, ewith and made

[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 or in the Price Schedules,

If our Bid is accepted, we undertake:

- d. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

of agent Currency	Commission or g	ratuity
(if none, state "No	ne") /	

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, 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:	

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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:

- 7. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 8. 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.
- 9. 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.
- 10. 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.



- 11. 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.
- 12. 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]

Bid Form#_	Omnibus Sw	orn Statement
REPUBLIC O	F THE PHILIPPI	INES)
CITY/MINIC	IDALITY OF	100

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:
- 2. [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];

3. [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;)];

- 4. [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;
- 5. 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;
- 6. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 7. [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;

- 8. [Name of Bidder] complies with existing labor laws and standards; and
- 9. [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;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - 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].
- 11. [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.
- 12. 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 hav	/e	hereunto	set	my	hand	this	_	day	of	,	20_	at
	-	Philippines.													

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

1 Amount

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

My My NA

Bid Fo	orm#Secreta	ry's Certificate	
[Name the PH	I,	, a duly elected a tion duly organized and exist CRBY CERTIFY that:	nd qualified Corporate Secretary of ting under and by virtue of the law of
	I am familiar with the	e facts herein certified and du	aly authorized to certify the same:
followi	ing resolutions were	at which meeting a quorum w	orporation duly convened and held on yas present and acting throughout, the ve not been annulled, revoked and effect on the date hereof
with the Represe Bidder Represe and her	ding of (Name of the he UCPB Savings, he entative/s), acting as], is/are granted full pentative/s) might do it	Project), and that if awarded Inc.; and in connection the duly authorized and design bower and authority to do eff personally present with full	by is/are, authorized to participate in the project shall enter into a contract erewith hereby appoint (Name of mated representatives of [Name of fectively as the (Designation of the power of substitution and revocation resentative shall lawfully do or cause
Name o	of Representatives	Designation	Specimen Signature
		THER THAT, the [Name	of Bidder] hereby authorizes its
3. 1 4. 1	to the jurisdiction of the the jurisdiction of the Execute a waiver that or prohibition or restother agency in comprocedures related the	he Philippine government an Philippine courts; the [Name of Bidder] shall no raining order against the UC nection with this project to	me of Bidder] hereby submits itself d hereby waives its right to question of seek and obtain writ of injunctions CPB Savings, Inc. (UCPBS) or any prevent and restrain the bidding award of a contract to a successful et.
IN WIT	THNESS WHEREOF,, Philip	, I have hereunto set my har	nd this at

CORPORATE SECRETARY

SUI	BSCRIBED					at
125	, Metro M	anila, affian	t exhibitii	ng to me his	respective [G	overnment Issued ID]
with expiry	date on					
				NOTA	ARY PUBLIC	
Doc. No.						
Page No.						
Book No.						
Series of 202	22					

Bid Form# ___ Bid Securing Declaration Form REPUBLIC OF THE PHILIPPINES)

BID SECURING DECLARATION Project Identification No.: [Insert number]

) S.S.

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

I/We, the undersigned, declare that:

CITY OF

- 4. 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.
- 5. 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.
- 6. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - d. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - e. 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
 - f. 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]

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Statement of all Ungoing Contrac	Bid Form#	Statement of all Ongoing Contract
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Statement of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started

Business Name	:	
	The I A	
Business Address	:	

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

Jan Sand

Signature over printed name of Company Authorized Representa						
Name and Designation (in print)						
Date						

And the sample of

Bid	Form#	Statement o	f Single	Largest	Completed	Contract
			~ ~	- Sept	Completed	Contrac

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

This is to certify that _(Company)	has following completed contracts for t	he
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 o	f Company Authorized Representative
Name and Designation (in prin	nt)
Date	



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SCOPE OF WORKS

Project Name: Renovation and Repair of New Head Office of UCPB Savings

Location : 2ND & 3RD FLOORS, Overseas Filipino Bank Center

1000 Liwasang Bonifacio, Intramuros, Manila City

I. ENGINEERING DESIGN

Preparation of Construction Blue Prints based from the UCPB Savings Approved Layout @ OF Bank 2nd & 3rd floors.

- 1) Floor Plans
- 2) Electrical Plans & Load Computations
 - -Power Layout
 - -Lighting Layout
 - -Power Single Diagram
 - -Electrical Design Analysis
 - -Data & Communication Layout
 - -Data & Communication Single Diagram
 - -Fire Protection Layout
 - -Fire Alarm Single Line Diagram
- 3) Mechanical Plans
 - -HVAC system or ACU system
 - -Plumbing
 - -Genset

II. PERMITS

Securing/providing the needed permits for the Project

And the stand

III. GENERAL PROJECT SUPERVISION

• Providing a dedicated Project Engineer, a Civil Engineer with background on Construction for a full-time supervision and prepares daily progress report within the duration of the project (mobilization to completion).

IV. CIVIL WORKS FOR 2ND FLOOR

- 1) Provision of (1) Guard's Podium
- 2) Dismantling of existing **Pigeon holes** in the 18th floor UCPB Savings Head Office Makati GSD Mailing area, then Hauling and Installation at the Relocation Site Head Office Manila GSD-BAC Area.
- 3) Dismantling of existing **Folding Customized Bed** in the 18th floor UCPB Savings Head Office Makati Clinic area, then Hauling and Installation at the Relocation Site Head Office Manila HR Area.
- 4) Supply and installation of **Swing Glass Panel Door and Glass Wall Partitions with Frame** for HRGSD Division Head area.
- 5) Provision of Built-in 201-Filing Cabinet with Shelves in HR area.
- 6) Repair of Overhead cabinets with shelves in the pantries.
- 7) Replacement of Door Knobs.
- 8) Replacement of the existing Acoustic Ceiling board.
- 9) Replacement of the existing Roller blinds.
- Repairs of existing Cabinets in the Comfort Rooms.
- 11) Provision for Genset Pad & Housing.

V. CIVIL WORKS FOR 3RD FLOOR

- Supply and Installation of Double Swing Glass Doors and Glass wall partition with Frame at main entrance.
- Provision of Receiving Counters with sliding glass in Controllership Division-Accounting area.
- Replacement of the existing roller blinds.
- Repairs of existing Cabinets in the Comfort Rooms.

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VI. MECHANICAL WORKS FOR 2ND FLOOR

- 1) Provision of Water Sub-Metering.
- Dismantling of existing **Drinking fountain** in the 19th floor UCPB Savings Head Office, then Hauling and Installation at the 2ND Floor Relocation Site Head Office Manila-. With water supply provision.
- Repair of Plumbing system of the Drinking Fountain, Comfort rooms and Pantries.
- 4) Supply and Installation of additional Sink in the pantries.
- 5) Installation/ Replacement of Bidets in the comfort rooms
- Installation/ Replacement of existing Flush valves in the comfort rooms.
- Installation/ Replacement of Faucets in the comfort rooms and pantries.
- 8) Supply and Installation of **Exhaust fans** in the comfort rooms and pantries.

VII. MECHANICAL WORKS FOR 3RD FLOOR

- 1) Provision of Water Sub-Metering.
- Supply and Installation of (1) Drinking Fountain with complete accessories and with water supply provision.
- Supply and installation of Exhaust fans in the comfort rooms and pantries.
- 4) Installation/ Replacement of Bidets in the comfort rooms

VIII. ELECTRICAL WORKS FOR 2ND FLOOR

- 1) Provision of Power Sub-Metering.
- Provision for the power supply of the Electrical room with detailed tagging and Replacement of existing circuit breakers and accessories.
- 3) Supply and installation Electrical Fixtures (LED) and Outlet.
- Spare Provision of Electrical and Data connection for (2) ATM unit @ Ground Floor.

IX. ELECTRICAL WORKS FOR 3RD FLOOR

- 1) Supply and installation Electrical Outlets.
- 2) Providing detailed tagging in the Electrical room.

X. ELECTRICAL WORKS FOR 2ND AND 3RD FLOORS

- 1) Provision for the power supply of the Server room.
- 2) Provision for the power supply of the Horizontal Signage.
- 3) Provision for the power supply of the Aircon units.
- Provision for the Workstations power supply of Normal power, UPS, Telephone /Data & Voice.
- 5) Supply and installation of Cable tray.
- 6) Provision of power & data supply for the Biometrics.
- Provision of power & data supply for the Access Proximity card for Treasury Division.
- 8) Provision for power supply of the CCTV & Alarm.
- Supply and Installation of (2) units Data Cabinet for Security Department area.
- 10) Provision for Genset connection termination.
- 11) Provision for UPS connection termination.
- 12) Provision for Printers and Fax connection termination.
- 13) Provision of Emergency Lights to all Work Station (Units).

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XI. NETWORK STRUCTURED CABLING WORKS FOR 2ND AND 3RD FLOORS (based from ITD specifications)

- Dismantling of existing cablings and LAN cables in the new office 2nd floor including the Data Center.
- Supply and Installation of structured LAN Cabling which include in the technical specification.
- Supply and Installation of (1) unit 32U with dual PDU and patch panels for 3rd floor.
- 4) Supply and Installation of (2) units 42U with dual PDU and patch panels for 2nd floor.
- 5) Providing a Network Cable Structure Design Layout.
- Supply and Installation of Data and Voice Cable (Horizontal, Vertical including Backbone Cabling)
- 7) Provision for wireless access points (cable drop)
- 8) Maintenance Support for (1-year warranty).
- Supply, delivery, installation, testing, commissioning of the System and Provision of Telco shall be within 30 working days upon issuance of the Notice to Proceed (NTP).



TECHNICAL SPECIFICATIONS

A. Data And Voice ports

Assignee	Data	Voice
Head Office Users	320	320
Printers	30	30
Additional	30	30
TOTAL	380	380

B. In-house/Conduit for TELCO

TELCO	Connection			
TELCO	Leased Line	Internet	Service	
PLDT	1	1	Fiber Lines	
Eastern	1	1		
Additional Spare	1	1		

C. Cable Type Color Coding

Cable Type	Data	Voice
Cat 6e	Blue	Yellow
Fiber wires	To all uplink connectivity	



D. Other Requirements

- Industry standard Cat6 Cable, face plates, path cords and any other appropriate accessories.
- Supply of network ports/outlets.
- Port-by-Port testing of the complete wiring solution.
- Labeling of ports on both ends as well as labeling of patch panels.
- Coordination with the winning bidder for the network infrastructure.

XII. RESTORATION & PAINTING WORKS

- Restoration and Re-painting of existing deteriorating Dry wall partitions in the 2nd floor.
- 2) Painting of the building structural inside walls in the 2nd floor.
- 3) Repairs of damaged dry wall partitions.



FLOOR PLAN / DRAWING

