



University of the Philippines  
**OPEN UNIVERSITY**

# **PHILIPPINE BIDDING DOCUMENTS**

for

**Proposed Repair, Servicing, Repainting and  
Replacement of Doors and Window at the  
Administration and CCDL Building**

**Sixth Edition  
July 2020**

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# ***Glossary of Terms, Abbreviations, and Acronyms***

**ABC** – Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

**DOLE** – Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.



## ***Section I. Invitation to Bid for***

### **Proposed Repair, Servicing, Repainting and Replacement of Doors and Window at the Administration and CCDL Building**

The UP Open University (UPOU), through the Government of the Philippines (GOP) Revolving Fund, intends to apply the sum of Two Million Seven Hundred Ninety-Three Thousand Four Hundred Eighty-Four Pesos and Fifty-Two Centavos (PhP 2,793,484.52) being the Approved Budget for the Contract (ABC) to payments under the contract for “Proposed Repair, Servicing, Repainting and Replacement of Doors and Window at the Administration and CCDL Building” (IB No. 23-06-001). Bids received in excess of the ABC shall be automatically rejected at bid opening.

The UPOU now invites bids for the above Procurement Project. Completion of the Works is required in sixty (60) 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.

Interested bidders may obtain further information from BAC Secretariat and inspect the Bidding Documents from 8:00 AM to 5:00 PM Monday to Friday at the UPOU Headquarters, Los Baños, Laguna.

A complete set of Bidding Documents may be acquired by interested bidders 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 **Three Thousand Pesos (PhP 3,000.00)** only. UPOU shall allow the bidder to present its proof of payment for the fees in person, by facsimile or through electronic means.

The UPOU will hold a **Pre-Bid Conference** on **13 June 2023, 1:30 PM** at the UPOU Headquarters, Los Baños, Laguna and/or through video conferencing or any other means, which shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before 26 June 2023, 12:00 PM**. 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.

Bid opening shall be on **26 June 2023, 1:30 PM** at the given address below and/or via video conferencing or any other means. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The UPOU 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.

For further information, please refer to:

**MS. ELVY A. PAMULAKLAKIN**

Head, Bids and Awards Committee (BAC) Secretariat

UPOU Headquarters, Los Baños, Laguna

Telephone No.: (049) 536-6001-06 local 210-211

Telefax No.: (049) 536-5991

Email: **[bac@upou.edu.ph](mailto:bac@upou.edu.ph)**

You may visit the following websites:

For downloading of Bidding Documents: *<https://www.upou.edu.ph/bids-and-awards-committee/>*

*2 June 2023*

**(SGD) Dr. PRIMO G. GARCIA**

Chair

Bids and Awards Committee

## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The UPOU invites Bids for the **Proposed Repair, Servicing, Repainting and Replacement of Doors and Window at the Administration and CCDL Building**, with Project Identification Number IB No. 23-06-001.

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications).

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below in the amount of PhP 2,793,484.52.

2.2. The source of funding is Revolving Fund.

### **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

### **4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices**

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

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

## 6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

## 7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that Subcontracting is not allowed.

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

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, **UPOU Headquarters, Los Banos, Laguna** and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII. 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 VIII. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Alternative Bids**

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

## **13. Bid Prices**

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

## **14. Bid and Payment Currencies**

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

14.2. Payment of the contract price shall be made in Philippine Pesos.

## **15. Bid Security**

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

15.2. The Bid and bid security shall be valid and shall not exceed 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***

<b>ITB Clause</b>					
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work.				
7.1	<i>No additional requirement.</i>				
10.3	<i>No further instructions.</i>				
10.4	The key personnel must meet the required minimum years of experience set below:				
	<table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Key Personnel</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>General Experience</u></th> </tr> </thead> <tbody> <tr> <td style="border: none;">1. Project Architect/Engineer</td> <td style="border: none;">Min. 5 yrs</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	1. Project Architect/Engineer	Min. 5 yrs
<u>Key Personnel</u>	<u>General Experience</u>				
1. Project Architect/Engineer	Min. 5 yrs				
10.5	The minimum major equipment requirements are the following:  None.				
12	<i>No further instructions.</i>				
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>PhP 55,869.69 (2%) of ABC</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than <b>PhP 139,674.23 (5%) of ABC</b> if bid security is in Surety Bond.</li> </ul>				
19.2	Partial bids is not allowed.				
20	Valid PCAB License and Registration: Small B (minimum size range); General Building (GB1); Category C or D (minimum license category).				
21	The Bidder shall submit additional contract document relevant to the project such as Contractor's Letter-Certificate to UPOU.				

## ***Section IV. General Conditions of Contract***

### **1. Scope of Contract**

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

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

### **2. Sectional Completion of Works**

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

### **3. Possession of Site**

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

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

### **4. The Contractor's Obligations**

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

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

## **5. Performance Security**

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

## **6. Site Investigation Reports**

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

## **7. Warranty**

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

## **8. Liability of the Contractor**

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

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

## **9. Termination for Other Causes**

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

## **10. Dayworks**

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

## **11. Program of Work**

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

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

## **12. Instructions, Inspections and Audits**

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

## **13. Advance Payment**

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

## **14. Progress Payments**

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

## **15. Operating and Maintenance Manuals**

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

## *Section V. Special Conditions of Contract*

GCC Clause	
2	The <b>Intended Completion Date</b> is <b>sixty (60) calendar days</b> from the starting date; the starting date being seven (7) calendar days from the issuance of the Notice to Proceed.  <b>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</b>
4.1	The UPOU shall give possession of all parts of the Site to the Contractor upon issuance of the Notice to Proceed.
6	The site inspection report shall be provided to the UPOU.
7.2	The warranty against Structural Defects/Failures, except those occasioned-on force majeure, shall cover a period of five (5) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Schedule of Work to the Procuring Entity’s Representative within ten (10) calendar days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is one tenth (1/10) of one percent (1%) per day of delay for the current progress billing.
13	The amount of the advance payment is fifteen percent (15%) of the total contract price subject to the requirements of the Revised IRR of RA 9184 and additional conditions, if any.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	(a) The date by which operating and maintenance manuals are required is not later than thirty (30) calendar days prior to conducting the acceptance test.  (b) The date by which “as built” drawings are required is thirty (30) calendar days upon the project completion. (c) In addition, for every Progress of Work the contractor must submit an “As-Built” drawings as supporting document for the approval of Progress Payment.
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 two percent (2%) of the Contract Price or the non-issuance of the Retention Money.

## *Section VI. Specifications*

### **SPECIFICATIONS:**

**As stated in the Plans.**

### **SCOPE OF WORKS:**

- A. Dismantling and disposal of existing doors to be replaced.**
- B. Dismantling and disposal of existing window to be replaced.**
- C. Dismantling of existing partition as indicated in the plan.**
- D. Repair of selected existing doors.**
- E. Servicing of selected existing doors.**
- F. Repainting of selected existing doors.**
- G. Replacement of selected existing doors and window.**
- H. Retouching of affected areas.**

# Section VII. Drawings

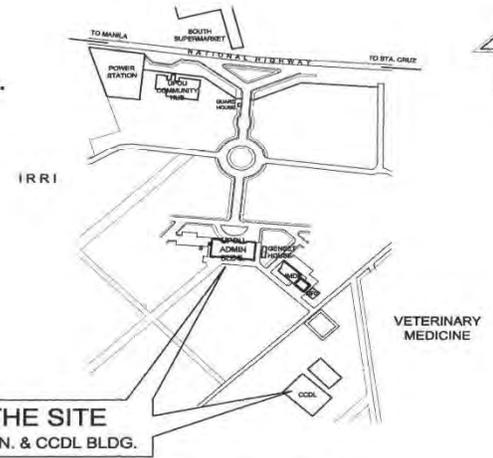
**PROJECT:** PROPOSED REPAIR SERVICING REPAINTING AND REPLACEMENT OF DOORS AND WINDOW AT THE ADMINISTRATION AND CCDL BUILDING

**LOCATION:** UPOU CAMPUS, MAAHAS, LOS BAÑOS, LAGUNA

**OWNER:** UNIVERSITY OF THE PHILIPPINES OPEN UNIVERSITY (UPOU)

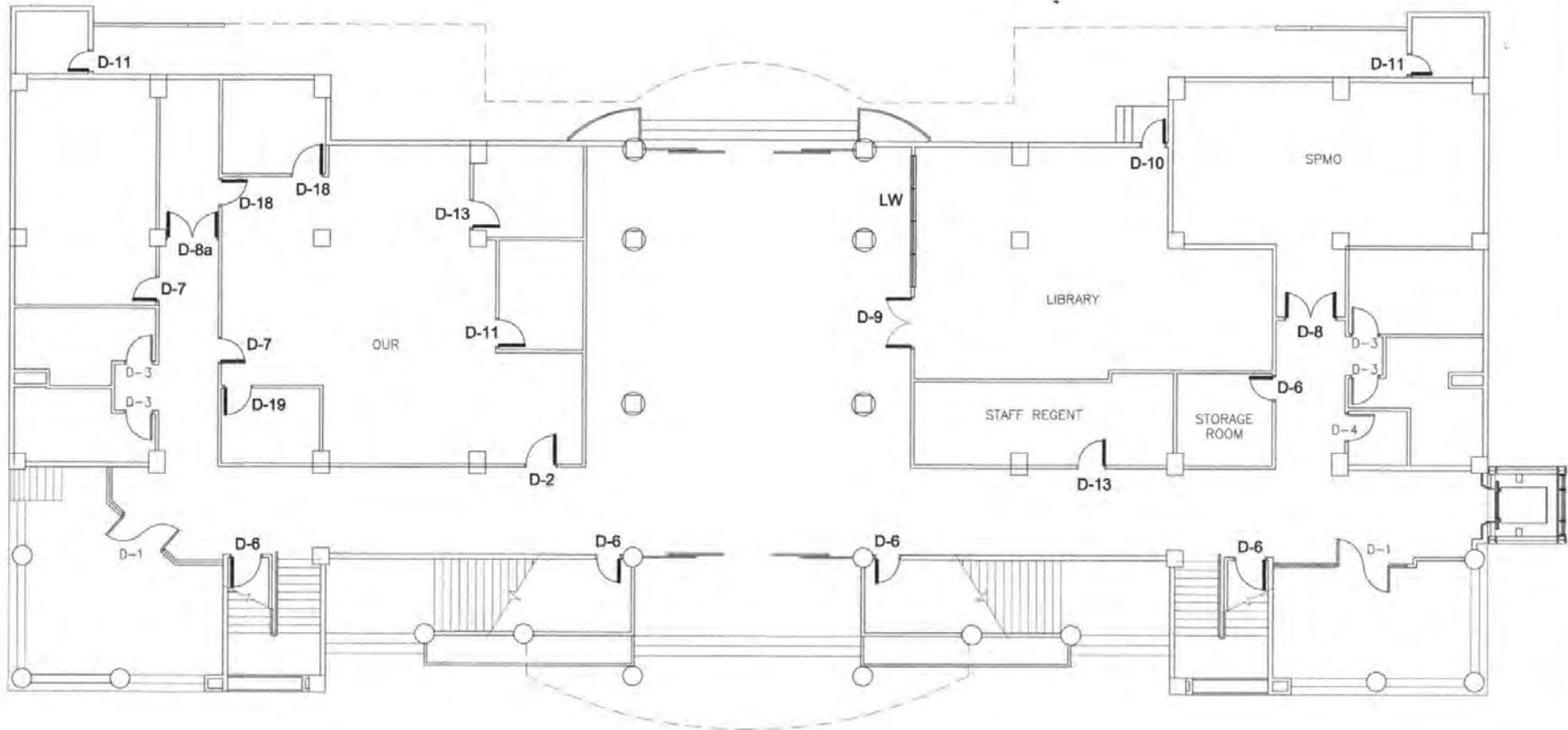
## SCOPE OF WORKS

- A. DISMANTLING AND DISPOSAL OF EXISTING DOORS TO BE REPLACED.
- B. DISMANTLING AND DISPOSAL OF EXISTING WINDOW TO BE REPLACED.
- C. DISMANTLING OF EXISTING PARTITION AS INDICATED IN THE PLAN.
- D. REPAIR OF SELECTED EXISTING DOORS
- E. SERVICING OF SELECTED EXISTING DOORS.
- F. REPAINTING OF SELECTED EXISTING DOORS
- G. REPLACEMENT OF SELECTED EXISTING DOORS AND WINDOW
- H. RETOUCHING OF AFFECTED AREAS



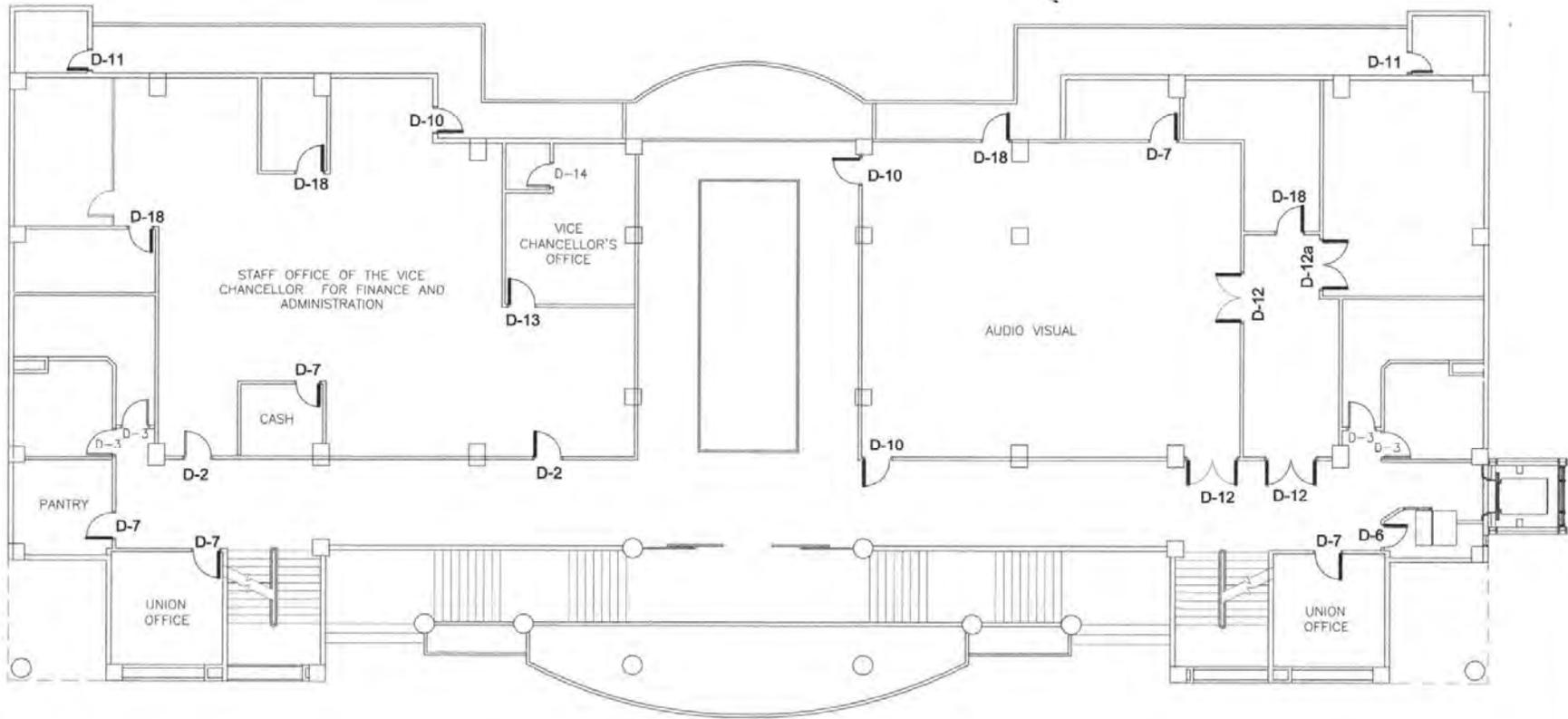
VICINITY MAP  
NOT TO SCALE

PROJECT ARCHITECT: <i>Jose R. Peñaflo</i> JOSE R. PEÑAFLO, UAP		PROJECT TITLE / LOCATION: PROPOSED REPAIR, SERVICING, REPAINTING & REPLACEMENT OF DOORS AND WINDOW AT THE ADMINISTRATION AND CCDL BUILDING		OWNER: UNIVERSITY OF THE PHILIPPINES OPEN UNIVERSITY (UPOU)	ENDORSED BY: <i>Dr. Marloe B. Sundoc</i> DR. MARLOE B. SUNDOC PROJECT MANAGER, UPOU	RECOMMENDING APPROVAL: <i>Dr. Jean A. Saludadez</i> DR. JEAN A. SALUDADEZ VICE CHANCELLOR FOR F & A, UPOU	APPROVED BY: DR. M...
PRC No.: 6366	VALIDITY: 3-20-2024	PRC No.:	VALIDITY:				
PTR No.: 1059760	DATE: 01-03-2023	PTR No.:	DATE:				
PLACE: LOS BAÑOS, LAG.	TIN: 137746408	PLACE:	TIN:				



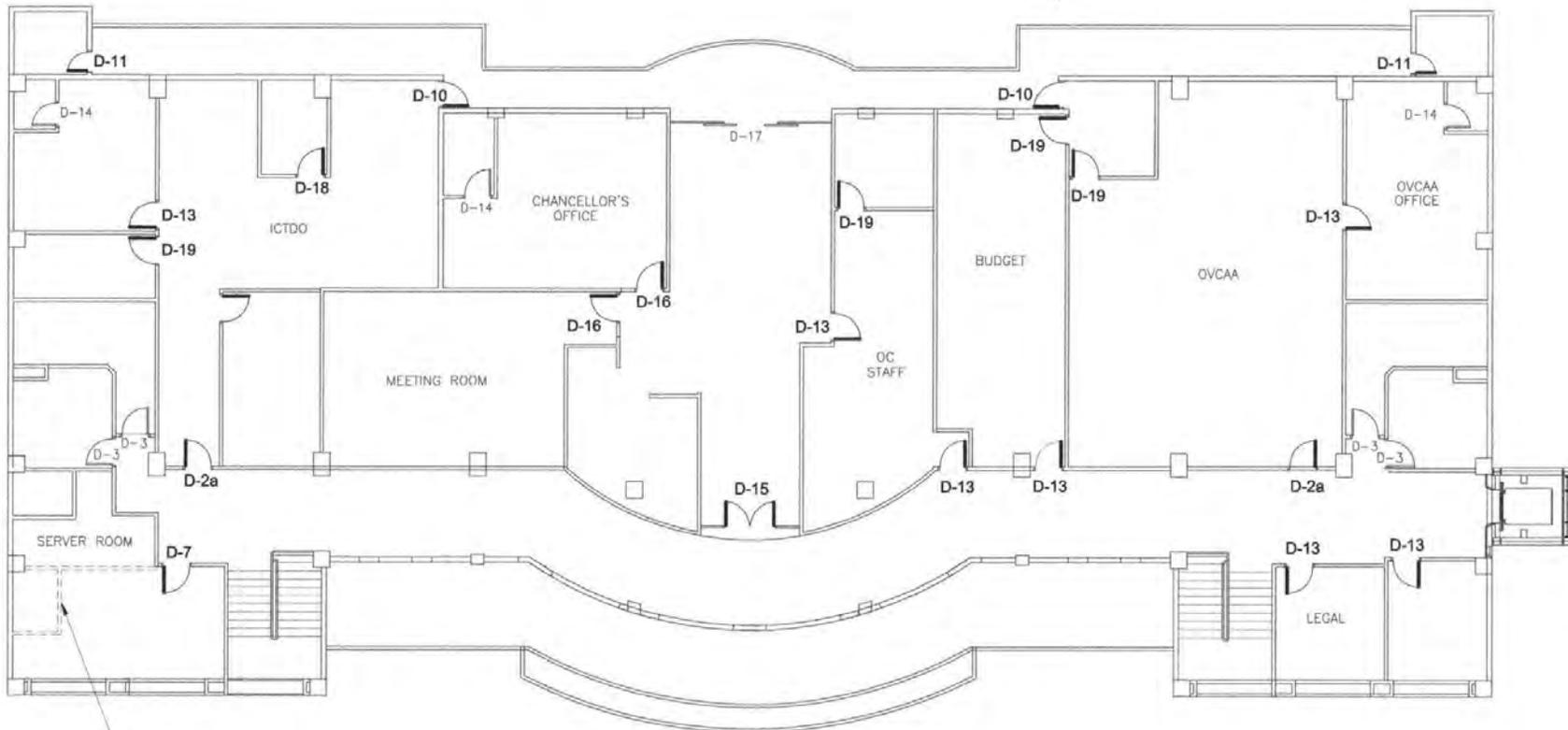
**GROUND FLOOR PLAN**  
SCALE 1 : 125 M.  
**UPOU MAIN ADMINISTRATION BUILDING**

PROJECT ARCHITECT: <i>Jose R. Penaflo</i> <b>JOSE R. PENAFLO, UAP</b>		PROJECT TITLE / LOCATION <b>PROPOSED REPAIR, SERVICING, REPAINTING &amp; REPLACEMENT OF DOORS AND WINDOW AT THE ADMINISTRATION AND CCDL BUILDING</b>		OWNER <b>UNIVERSITY OF THE PHILIPPINES OPEN UNIVERSITY (UPOU)</b>	ENDORSED BY <i>Dr. Marloe B. Sundoc</i> <b>DR. MARLOE B. SUNDOC</b> PROJECT MANAGER, UPOU	RECOMMENDING APPROVAL: <i>Dr. Jean A. Saluadez</i> <b>DR. JEAN A. SALUADEZ</b> VICE CHANCELLOR FOR F & A, UPOU	APPROVED: <i>Dr. Melinda Dp. Bandalaria</i> <b>DR. MELINDA Dp. BANDALARIA</b> CHANCELLOR, UPOU	SHEET CONTENTS: GROUND FLOOR OF ADMINISTRATION BUILDING	SHEET NO.: <b>A-2</b>
PRC No.: 8396	VALIDITY: 20-2024	PRC No.:	VALIDITY:						
PIR No.: 059790	DATE: 01-03-2023	PIR No.:	DATE:						
PLACE: LOS BAÑOS, LMB: 137746408	PLACE:	PLACE:	TIN:						



**SECOND FLOOR PLAN**  
SCALE 1:125 M.  
UPOU MAIN ADMINISTRATION BUILDING

PROJECT ARCHITECT: <i>Jose P. Peñaflo</i> <b>JOSE P. PEÑAFLO, UAP</b>		PROJECT TITLE / LOCATION: <b>PROPOSED REPAIR, SERVICING, REPAINTING &amp; REPLACEMENT OF DOORS AND WINDOW AT THE ADMINISTRATION AND CCDL BUILDING</b>	OWNER: <b>UNIVERSITY OF THE PHILIPPINES OPEN UNIVERSITY (UPOU)</b>	ENDORSED BY: <i>Dr. Marloe B. Sundoc</i> <b>DR. MARLOE B. SUNDOC</b> PROJECT MANAGER, UPOU	RECOMMENDING APPROVAL: <i>Dr. Jean A. Saluadez</i> <b>DR. JEAN A. SALUADEZ</b> VICE CHANCELLOR FOR F & A, UPOU	APPROVED: <i>Dr. Melinda D. Bandalaria</i> <b>DR. MELINDA D. BANDALARIA</b> CHANCELLOR, UPOU	SHEET CONTENTS: SECOND FLOOR OF ADMINISTRATION BUILDING	SHEET NO. <b>A-3</b>
PRC No. 8398	VALIDITY 3-20-2024							
PTR No. 10509700	DATE: 01-03-2023	PRC No.:						
PLACELOS BAÑOS, LAG.	137746408	DATE:						
		PLACE:						

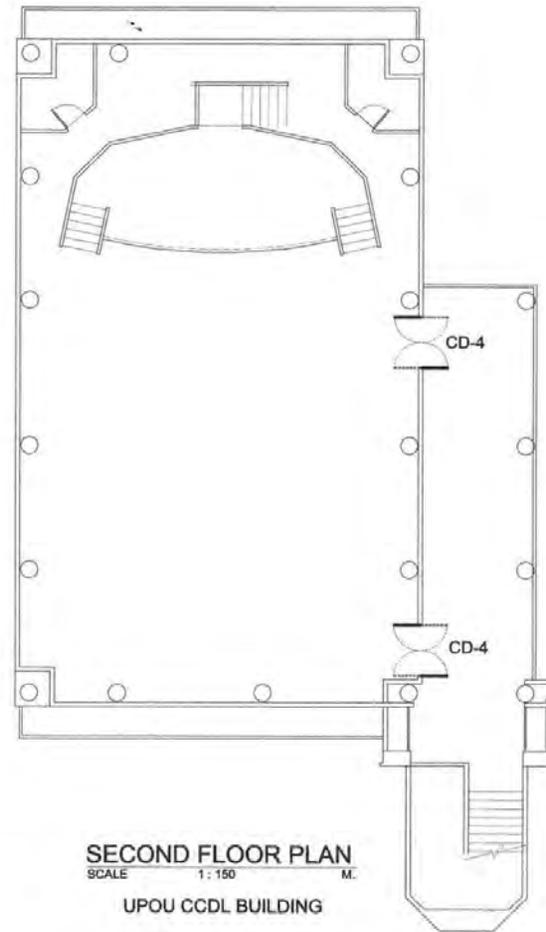


**THIRD FLOOR PLAN**  
 SCALE 1:125 M.  
 UPOU MAIN ADMINISTRATION BUILDING

PROJECT ARCHITECT: <b>JOSE A. PEÑAFLORES, UAP</b>		PROJECT TITLE / LOCATION: <b>PROPOSED REPAIR, SERVICING, REPAINTING &amp; REPLACEMENT OF DOORS AND WINDOW AT THE ADMINISTRATION AND CCDD BUILDING</b> <b>UPOU CAMPUS, LOS BAÑOS, LAGUNA</b>		OWNER: UNIVERSITY OF THE PHILIPPINES OPEN UNIVERSITY (UPOU)	ENDORSED BY:  <b>DR. MARLOE B. SUNDO</b> PROJECT MANAGER, UPOU	RECOMMENDING APPROVAL:  <b>DR. JEAN A. SALDOADEZ</b> VICE CHANCELLOR FOR F&U, UPOU	APPROVED:  <b>DR. MELINDA D. BĀNDALARIA</b> CHANCELLOR, UPOU	SHEET CONTENTS: THIRD FLOOR OF ADMINISTRATION BUILDING	SHEET NO.: <b>A-4</b>
PTR No.: 6056 DATE: 01-05-2024 PLACE: LOS BAÑOS, LAGUNA	VALIDITY: DATE: PLACE:								



**GROUND FLOOR PLAN**  
SCALE 1:150 M.  
UPOU CCDL BUILDING



**SECOND FLOOR PLAN**  
SCALE 1:150 M.  
UPOU CCDL BUILDING

PROJECT ARCHITECT:  <b>JOSE R. PENAFLO, UAP</b>		PROJECT TITLE / LOCATION: <b>PROPOSED REPAIR, SERVICING,          REPAINTING &amp; REPLACEMENT OF DOORS          AND WINDOW AT THE ADMINISTRATION          AND CCDL BUILDING</b>		OWNER: UNIVERSITY OF THE PHILIPPINES OPEN UNIVERSITY (UPOU)		ENDORSED BY:  <b>DR. MARLOE B. SONDO</b> PROJECT MANAGER UPOU		RECOMMENDING APPROVAL:  <b>DR. JEAN A. SALUNADEZ</b> VICE CHANCELLOR FOR F & A, UPOU		APPROVED:  <b>DR. MELINDA D. BANDALARIA</b> CHANCELLOR, UPOU		SHEET CONTENTS: FIRST AND SECOND FLOOR OF CCDL BUILDING		SHEET NO. <b>A-5</b>	
PRC No.: 6390   VALIDITY: 2-20-2024		UPOU CAMPUS, LOS BAÑOS, LAGUNA													
PTR No.: 00069780   DATE: 01-03-2023 PLACE: LOS BAÑOS, LAG.   LAB: 13746408		RRC No.:   VALIDITY: PTR No.:   DATE: PLACE:   TR:													