



Republic of the Philippine  
**TARLAC STATE UNIVERSITY**  
Romulo Blvd., San Vicente, Tarlac City  
Tel. No.: (045) 982 4630  
Website: www.tsu.edu.ph

# **Bidding Documents**

(This Bidding Documents is in conformance with the Sixth Edition of the Philippine Bidding Documents for the Procurement of Infrastructure Projects)

**For the Project**

## **Installation of Solar Harvesting System at Lucinda Extension Campus (Student Center and CFTR Building)**

**With an Approved Budget for the Contract (ABC) of  
Nine Million Five Hundred Thirty-Six Thousand Nine Hundred  
Forty Seven and 45/100 Pesos (₱ 9,536,947.45)**

**Invitation to Bid No. Infra 11-012-2024  
PhilGEPS Reference No.: 11575147**

**July 2020  
6<sup>th</sup> Edition**

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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



Republic of the Philippine  
**TARLAC STATE UNIVERSITY**  
Romulo Blvd., San Vicente, Tarlac City  
Tel. No.: (045) 982 4630  
Website: www.tsu.edu.ph

## INVITATION TO BID

### For the Project

### Installation of Solar Harvesting System at Lucinda Extension Campus (Student Center and CFTR Building)

#### Invitation to Bid No. Infra 11-012-2024

1. The Tarlac State University, through **Special Budget (SB) 2024** intends to apply the sum of **Nine Million Five Hundred Thirty Six Thousand Nine Hundred Forty Seven and 45/100 Pesos (₱ 9,536,947.45)** to payments under the contract for the project: **Installation of Solar Harvesting System at Lucinda Extension Campus (Student Center and CFTR Building)**.

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

2. The Tarlac State University now invites bids for the aforementioned Project. Completion of the Works is required within **two hundred seventy (270) calendar days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using non- discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information regarding the bidding and inspect the Bidding Documents from 8:00 A.M. to 5:00 P.M., Tuesday to Friday starting on **December 05, 2024**, at this address:

Motorpool and Administration Building  
Tarlac State University  
Romulo Blvd., San Vicente, Tarlac City  
Tel. No. (045) 606-8142 / 0998 846 0206  
Email: [bacsec@tsu.edu.ph](mailto:bacsec@tsu.edu.ph)

5. A complete set of Bidding Documents may be acquired by interested Bidders from **December 05, 2024 to December 27, 2024** from the aforementioned address upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **₱ 10,000.00**.

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

6. The Tarlac State University will hold a Pre-Bid Conference on **December 13, 2024 (10:00 A.M.)** at the BAC Conference Room, 3<sup>rd</sup> Floor, Motorpool and Administration Building, Tarlac State University, Romulo Blvd., San Vicente, Tarlac City which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before **December 27, 2024 (09:30 A.M.)**. Late bids shall not be accepted.

Motorpool and Administration Building  
 Tarlac State University  
 Romulo Blvd., San Vicente, Tarlac City  
 Tel. No. (045) 606-8142 / 0998 846 0206  
 Email: [bacsec@tsu.edu.ph](mailto:bacsec@tsu.edu.ph)

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on **December 27, 2024, at 10:00 A.M.**, at the at the BAC Conference Room, 3<sup>rd</sup> Floor, Motorpool and Administration Building, Tarlac State University, Romulo Blvd., San Vicente, Tarlac City. Bids will be opened in the presence of the bidders’ representatives who choose to attend.
10. The Summary of the procurement activities is as follows:

| <b>Activities</b>              | <b>Date and Time</b>         | <b>Venue</b>   |
|--------------------------------|------------------------------|--|
| Date Posted to PhilGEPS        | December 05, 2024            | N/A  |
| Pre-Bid Conference             | December 13, 2024 (10:00 AM) | BAC Conference Room, 3 <sup>rd</sup> Floor, Motorpool and Administration Building, Tarlac State University, Romulo Blvd., San Vicente, Tarlac City |
| Deadline of Submission of Bids | December 27, 2024 (09:30 AM) |  |
| Opening of Bids                | December 27, 2024 (10:00 AM) |  |

11. The Tarlac State University 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 IRR of RA 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Ms. Jhenna Micah A. Manankil / Mr. Joshua Jonathan S. Jacinto  
 BAC Secretariat  
 Motorpool and Administration Building  
 Tarlac State University  
 Romulo Blvd., San Vicente, Tarlac City  
 Tel. No. (045) 606-8142 / 0998 846 0206  
 Email: [bacsec@tsu.edu.ph](mailto:bacsec@tsu.edu.ph)

**(SGD) ATTY. WILMARK J. RAMOS, DBA**  
 BAC Chairperson – Infrastructure

## Section II. Instructions to Bidders

### 1. Scope of Bid

1. The Procuring Entity, **Tarlac State University** invites Bids for the project: **Installation of Solar Harvesting System at Lucinda Extension Campus (Student Center and CFTR Building)**. with Project Identification Number: Invitation to Bid No. **Infra 11-012-2024**.

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 **2024** in the amount of **₱ 9,536,947.45**
- 2.2. The source of funding is the **Special Budget**.

### 3. Bidding Requirements

- 3.1. 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.
- 3.2. 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.
- 3.3. 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. 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 Procuring Entity has prescribed that subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at the address indicated in paragraph 6 of the **IB**.

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid 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**.

104. 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**.
105. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

## **11. Documents Comprising the Bid: Financial Component**

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

## **12. Alternative Bids**

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

## **13. Bid Prices**

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

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

- 14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. Payment of the contract price shall be made in 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 **April 26, 2025**. 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**

- 16.1. Each Bidder shall submit one copy of the first and second components of its Bid.
- 16.2. 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.
- 16.3. 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

| ITB Clause |   |  |               |
|------------|---|--|---------------|
| 5.2        | For this purpose, contracts similar to the Project refer to contracts for the <b>Installation of at least 80kW of PV System.</b>  |  |               |
| 7.1        | No further instructions.  |  |               |
| 10.3       | No additional requirements.   |  |               |
| 10.4       | The minimum work experience requirements for key personnel are the following:   |  |               |
|            | Key Personnel   | Qualification and Experience   |               |
|            | Project Engineer  | <ul style="list-style-type: none"> <li>• Must be a licensed Electrical Engineer</li> <li>• With at least 2 years of experience in PV installation project supervision as a licensed Professional.</li> </ul> |               |
|            | Safety Officer II   | <ul style="list-style-type: none"> <li>• DOLE accredited construction occupation safety officer</li> <li>• With at least 1 year of experience as a Safety Officer in construction projects.</li> </ul>       |               |
|            | Foreman   | <ul style="list-style-type: none"> <li>• With at least 3 years of experience as a Foreman in PV installation projects.</li> </ul>  |               |
|            | Electrician   | <ul style="list-style-type: none"> <li>• With at least 1 year of experience as an Electrician in electrical installation project.</li> <li>• TESDA NCII holder</li> </ul>                                    |               |
| 10.5       | The minimum major equipment requirements are the following:   |  |               |
|            | Equipment   | Min. Capacity  | Min. Quantity |
|            | DC/AC Clamp meter   | Up to 400 A & 600V   | 1             |
|            | Megger Insulation Tester  | Test voltage up to 1000V   | 1             |
|            | Earth Ground Tester   | Measuring range 0 – 1999 ohms  | 1             |
|            | Bidder must state and show proof that the equipment to be pledged for the project are owned or leased.  |  |               |
| 12         | No further instructions.  |  |               |
| 15.1       | <p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>1. The amount of not less than ₱ 190,738.95 (2 % of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit.</li> <li>2. The amount of not less than ₱ 476,847.37 (5 % of ABC) if bid security is in Surety Bond.</li> </ol> |  |               |
| 19.2       | Partial bid is not allowed. The project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.  |  |               |

|    |   |
|----|---|
| 21 | <p>The winning bidder shall submit the following documents, which shall form part of the Contract documents:</p> <ol style="list-style-type: none"><li>1. Construction Schedule and S-Curve,</li><li>2. Manpower Schedule,</li><li>3. Construction Methods</li><li>4. Equipment Utilization Schedule</li><li>5. Construction Safety and Health Program approved by the Department of Labor and Employment, and</li><li>6. PERT/CPM.</li></ol> |
|----|---|

# 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          | Not applicable.   |
| 4.1        | Upon acknowledgement of receipt of the Notice to Proceed.   |
| 6          | The site investigation reports are: as indicated in the Technical Specifications.   |
| 7.2        | As prescribed in Section 62.2.3.2 of the 2016 revised IRR of R.A. 9184.   |
| 10         | No dayworks are applicable to the contract.   |
| 11.1       | The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within <b>five (5)</b> 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 ten percent (10 %) of the amount of progress billing for the period.   |
| 13         | The amount of the advance payment shall not exceed fifteen percent (15 %) of the contract price.  |
| 14         | Materials and equipment delivered on the site but not completely put in place shall be included for payment.  |
| 15.1       | The date by which operation and maintenance manuals are required is within ten (10) days after the final inspection.<br><br>The date by which “as built” drawings are required is ten (10) days after the final inspection. |
| 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 ten percent (10 %) of the final billing.  |

# Section VI – Specifications

## SECTION 1. GENERAL CONDITIONS AND REQUIREMENTS

### 1.1.1 SCOPE OF WORK

1.1.1 The project shall comprise of the complete **SOLAR HARVESTING SYSTEM AT LUCINDA EXTENSION CAMPUS (STUDENT CENTER AND CFTR BUILDING)** which shall include the supervision and furnishing of labor, supplies, materials, equipment, and other incidental services that are essential to properly implement and produce the desired work output.

1.1.2 Photovoltaic (PV) System will be synchronized to the local electrical utility grid and fed to the electrical system of the Center for Food Technology and Research and Student Center building. Net-metering for PV systems will be installed in order to export excess harvest to the electrical utility grid.

### 1.1.2 CONTRACT DRAWINGS

1.2.1 Details and extent of work are shown in the Drawings accompanying these specifications.

1.2.2 Sketches and other details not shown in the Drawings shall be furnished by the Engineer/Architect during the pace of construction/installation.

### 1.1.3 PARTS OF THE SPECIFICATIONS

1.3.1 These Specifications include the following parts whose applicable provisions are binding on this contract:

SECTION 1. GENERAL CONDITIONS AND REQUIREMENTS  
SECTION 2. ELECTRICAL WORKS

1.3.2 This specification is intended to supplement the provisions of the General Building Code to provide the proper reference guide in construction/installation. In the case of a difference between plans and specifications, these specifications shall govern. The Contractor must examine both carefully, compare and verify dimensions and data furnished by the TSU in case of discrepancy between figures and drawings, the matter should be immediately brought to the Engineer/Architect before any adjustment shall be made by the Contractor.

### 1.4 WORKMANSHIP

1.4.1 All operations required under all parts of the Specifications shall be undertaken in a neat, workmanlike manner. Only skilled personnel with sufficient experience in similar operations shall be allowed to undertake the same.

### 1.5 INSPECTION OF SITE

1.5.1 The Bid may be deemed to have been based on data, regarding physical conditions at the sites. The Contractor acknowledges and warrants that he has inspected and examined the site and their surroundings and has satisfied himself by submission of his Tender as to the nature of the work and materials necessary for the completion of the works, and the means of access to the sites, the accommodation he may require, and that he has obtained for himself all necessary information as to risks, contingencies and other circumstances which may have influenced or affected his Tender. No increase in cost or extension of time will be considered for failure to inspect and examine the site condition.

## 1.6 APPROVAL

- 1.6.1 The Contractor shall submit for the Engineer/Architect's approval, the complete list of manufacturer's names of all equipment, and materials they propose to use prior to purchasing of any equipment or material.

## 1.7 CONFLICT BETWEEN PLANS AND SPECIFICATIONS

- 1.7.1 The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a. the Contract and its attachments (Approved Budget for the Contract, Terms of Reference, etc.)
- b. the Specific Conditions of the Contract
- c. the General Conditions of the Contract
- d. the Technical Specifications
- e. the Drawings
- f. the Project Schedule and any other pertinent documents

- 1.7.2 Any conflict between indications on drawings and provisions in the Specifications shall be referred to the Engineer/Architect of TSU for resolution. In the case of a discrepancy between figures and drawings, it shall be brought immediately to the Engineer/Architect before any adjustment shall be made by the Contractor.

- 1.7.3 Any omission in the Specifications of work or works to be undertaken but necessary for the completion of work, shall be undertaken by the Contractor as indicated in the drawings, without extra compensation. Such work shall be done in the usual manner as required as to the quality of both materials and workmanship.

## 1.8 VARIATIONS

- 1.8.1 The Engineer/Architect reserves the right to make slight changes in details of work or materials as he may deem advisable. These changes may include revision or modifications of shapes and dimensions of elements that may involve additional expenses to the Contractor shall be covered by appropriate adjustment of the contract price.

## 1.9 REJECTIONS

- 1.9.1 Materials or workmanship not in reasonable conformance with the provision of this Specifications shall be rejected at any time during the progress of the work. The Contractor shall receive copies of reports of rejection of materials and workmanship made by the authorized technical representative of TSU. Any part of the work that has been done and is not of the quality required by reasonable interpretation of the plans and specifications shall be torn down or removed immediately and rebuild or otherwise remedy such work in accordance with the requirements of the plans and specifications.

## 1.10 AS-BUILT DRAWING AND PICTURES

- 1.10.1 The Contractor, with the approval of the Engineer/Architect shall mark down all the revisions, omissions and/or additions to the various works on two sets of drawing plans as the construction progress. One set of the plans as marked shall be submitted to the Engineer/Architect after the completion of work.

- 1.10.2 The Contractor shall submit to the TSU As-Built Drawings incorporating all changes made and noted in the marked Drawings retained by him/her. The As-Built Drawings shall be prepared on reproducible form and submitted together with at least three (3) copies of A3 (11.7 in. x 16.6 in.).

1.10.3 The Contractor shall submit to the TSU pictures of the site before and after construction in reproducible and printed forms.

#### 1.11 PERMITS

1.11.1 It shall be the responsibility of the Contractor to secure all permits of every description required to initiate and complete the work under this Contract, except permits obtained by the TSU.

1.11.2 The Contractor shall be responsible for complying with all the requirements for the processing and approval of all relevant and necessary permits, including those to be obtained by TSU.

#### 1.12 MOBILIZATION AND DEMOBILIZATION

1.12.1 Upon receipt and acceptance of the Notice to Proceed, the Contractor shall immediately mobilize the work force, equipment, and materials, and take possession and secure the project site.

1.12.2 Upon final completion of the work, the Contractor shall commence the demobilization of the work force, equipment, and materials and turn over the project site to TSU.

#### 1.13 BILLBOARD

1.13.1 Upon possession of the project site, the Contractor shall immediately erect the Billboard, showing the relevant details of the project, at the location and position designated by the TSU and of the dimensions and materials approved by the TSU.

#### 1.14 TEMPORARY FACILITIES

1.14.1 Upon possession of the project site, the Contractor shall immediately erect temporary facilities such as field office, storage for equipment and materials, latrines, electric and water supply connections, etc., at the location designated by, and using only materials and the manner of construction approved by, the TSU.

#### 1.15 CONSTRUCTION OCCUPATIONAL SAFETY AND HEALTH

1.15.1 The Contractor shall be responsible in ensuring the safety and health of the personnel assigned at the project site and other parties who may be affected in the implementation of the project.

1.15.2 The Contractor shall submit to TSU a copy of the Construction Occupation Safety and Health Program for the project that is duly approved by the Department of Labor and Employment before commencing with the work.

1.15.3 The Contractor shall designate a competent and qualified Safety Officer for the whole duration of the project.

1.15.4 All personnel assigned to the project are expected to report for work in their proper uniforms, basic safety gears (helmets, boots, or shoes), and identification cards (IDs). The uniforms, basic safety gears, and IDs shall be provided by the Contractor at his/her own expense.

1.15.5 The Contractor shall establish and implement safety procedures for all relevant jobs, tasks, and operations.

- 1.15.6 The Contractor shall erect temporary barricades, install early warning and precautionary signs and, and provide other safety devices that may be required to keep the job site safe and secured. Use roof sheet or plywood for temporary barricade with standard height and stable framing within the construction site as indicated in the plan: do not use "Blue Sack".
- 1.15.7 The Contractor shall maintain, at the project site, ample supplies of expendable materials for the safety and health of its personnel and other affected parties such as safety tape, first-aid kits, safety gloves, dust masks, etc., the cost of which shall be included in the contract price.
- 1.15.8 The Contractor shall keep a record of all incidents (near-miss or accident) and report the same to the TSU Architect/Engineer.

## 1.16 DEMOLITION, HAULING, DISPOSAL, AND REPAIR WORKS

- 1.16.1 Demolition, hauling, disposal, and repair works shall include the removal and repair of all affected structures needed to complete the project.
- 1.16.2 The Contractor shall exercise all care to protect and maintain adjacent properties, trees, materials and such other facilities such as conduits, drains, sewers, pipes and other wires that are to remain in the property and shall restore without cost to TSU all property that may be damaged for whatever reason in the execution of the work.
- 1.16.3 The Contractor shall demolish and repair all the affected areas/structure during construction.
- 1.16.4 All unusable materials, and debris resulting from the performance of work shall be removed from the premises and disposed of in the location and manner that shall be approved by TSU. All materials that can be reused shall be hauled and arranged properly by the Contractor before turning them over to TSU.

## SECTION 2. ELECTRICAL WORKS

### 5.1 SCOPE OF WORK

- 6.2.3 The work under this section shall include the furnishing of labor, materials, equipment, and services required to construct and install the new electrical system which include, but is not limited to, the following main items:
  - 10.1.3.1 Provide new PV system including Net-metering for Center for Food Technology and Research and Student Center Building.
  - 10.1.3.2 Complete testing of all electrical system.
  - 10.1.3.3 Optional items of work.
  - 10.1.3.4 If anything has been omitted in any items of work on materials usually furnished, which are necessary for the completion of the Electrical Works as outlined herein before, then such must be and are hereby included in this section of the work.
  - 10.1.3.5 All necessary materials, accessories, and consumables needed to properly install, terminate wires, and execute electrical works shall be considered.

## 5.2 CODES, REGULATIONS AND ORDINANCES

- 6.2.3 The electrical items under this contract is to be installed according to the requirements of the latest Philippines Electrical Code, the rules and regulations of the Authority concerned and the requirements of the Power Company. Nothing contained in these specifications or shown on the drawings shall be construed as to conflict with the National and Local Ordinances or Laws governing the installation of electrical work, and all laws and ordinances are hereby made part of these specifications. The Contractor is required to meet the requirements thereof.

## 5.3 PLANS AND DRAWINGS

- 6.2.3 The Contract Drawings, which constitute an integral part of this contract, shall serve as workings drawings. They indicate the general layout of the complete electrical system and show arrangements of solar panels, mounting railings, and other works.
- 6.2.4 The Contractor shall check architectural and structural to avoid possible installation conflicts. Should drastically changes from original plans be necessary to resolve such conflicts, the Contractor shall notify the Engineer/Architect and shall secure from him written approval and agreement concerning necessary changes and adjustments before altered installation work is started.

## 5.4 MINOR MODIFICATIONS

- 6.2.3 The plans as drawn are based upon architectural plans and details show conditions as accurately as is possible to indicate them in scale. The plans are diagrammatical and do not necessarily show all fittings, etc., necessary to fit the conditions. The locations of the equipment shown on the plans are approximate. The Contractor shall be responsible determining the for the proper location of the equipment in order to make them fit in the actual site.

## 5.5 STANDARD OF MATERIALS

- 6.2.3 All materials shall be new and conform to the standards specified in the Philippine Electrical Codes and other such as AIA, IEEEA, UL, IEC, and NEMA, for every case where such standard has been established for the particular type of materials in question.
- 6.2.4 All materials on all systems shall comply with the above specifications and all materials that were not specified shall be of the best quality of their respective kind.
- 6.2.5 Samples of all materials shall be submitted for approval as required by the Engineer/Architect.

## 5.6 INSTALLATION REQUIREMENTS

### 2.7.1 GROUND TESTS

- 2.7.1.1 The entire installation shall be free from improper grounds and short circuits.

### 2.7.2 PERFORMANCE TEST

2.7.2.1 It shall be the responsibility of the Contractor to test all systems of the entire electrical installation for proper operational conditions.

### 2.7.3 INDIVIDUAL BREAKERS

2.7.3.1 Provide individual circuit breakers, safety switches and disconnect switches as where indicated. Voltage ratings shall be suitable in each case of service application.

2.7.3.2 Circuit breakers shall be capable of being closed and operated by hand without employing other source of power.

### 2.7.4 DISCONNECTING MEANS

2.7.4.1 Circuit breakers shall be used for overcurrent protection purposes and shall be enclosed in suitable metal housing of type required by location.

## 5.7 EQUIPMENTS AND MATERIALS

### 6.2.3 Mounting Structure

10.7.3.1 Solar Panel Railing, Rail connector, L-foot, Mid clamp, and End clamp shall be Aluminum. Leak testing on the roof shall be done before and after installation of the mounting structure.

### 6.2.4 Inverter

10.7.4.1 Grid-tied Inverter shall be String Inverter and have specifications as follows:

- Max. PV Power Input : 30000 W
- Rated AC Active Power Output : 20000 W
- Rated AC Apparent Power Output : 22000 VA
- Rated Voltage Input : 360 V
- Max. Voltage Input : 800 V
- Max. Current per MPPT : 26 A
- Max. Short Circuit Current per MPPT : 40 A
- MPPT Voltage range : 200 – 750 V
- Number of Input : 8
- Number of MPPT : 4
- Nominal AC Voltage Supply : 230 V, 3 phase, 60 Hz
- Max Output current : 58 A
- Protection Degree : IP 66

### 6.2.5 Solar Panel and Rapid Shutdown device

10.7.5.1 550W Solar Panel shall be mono-crystalline and have specifications as follows:

- Dimension : 2274 x 1134 x 35 mm
- Weight : 28.9 kg
- Max Rated Power at STC : 550 W
- Open Circuit Voltage : 49.62 V
- Max Power Voltage : 40.90 V
- Short Circuit Current : 14.03 A
- Max Power Current : 13.45 A



10.7.5.2 Rapid shutdown device shall be rated up to 700W, a 1 solar module to 1 RSD configuration, and IEC & UL certified including transmitter and power supply.

#### 6.2.6 Wires and Cables

10.7.6.1 All wires shall be copper, soft-drawn, and annealed, shall be of 98% conductivity, shall be smooth and fine and of a cylindrical form and shall be within 1% of the actual sized called for.

10.7.6.2 DC cables shall be suitable for use in alternately wet and dry locations in conduit and cable tray systems and shall be color coded as follows:

Line 1 --- Red      Line 2 --- Black

10.7.6.3 AC Wires shall be color coded as follows:

Line 1 --- Red      Line 2 --- Yellow      Line 3 --- Blue      Ground --- Green

10.7.6.4 All DC cables that will run through cable tray shall be in UV-rated HDPE spiral conduit.

#### 6.2.7 Conduit

10.7.7.1 All DC cable wires shall be run in HDPE Flexible Conduit (UV-rated).

10.7.7.2 All AC wires shall be in Rigid Steel Conduit for exposed and in PVC pipe for embedded; it shall be Schedule 40.

10.7.7.3 Cable tray shall be galvanized with 100 mm x 100 mm x 100 mm in dimension.



#### 6.2.8 Panel Board

10.7.8.1 Unitized panel board shall consist of the following:

9.7.8.1.1 DC combiner shall consist of DC breakers and Surge protection devices. Overcurrent protection shall be Miniature Circuit Breaker.

9.7.8.1.2 AC combiner shall consist of AC breakers and Surge protection devices. Overcurrent protection shall be Molded Case Circuit Breaker.

9.7.8.1.3 Data Logger and power supplies for rapid shutdown devices.

10.7.8.2 PV System Disconnect Devices shall be in NEMA 4X Enclosure.

## 6.2.9 PV Grounding and Lightning terminal system

10.7.9.1 Conductor wires shall be 3.5mm<sup>2</sup> THHN/THWN copper wire for grounding system and 8.0mm<sup>2</sup> bare copper wire for lightning terminal.

10.7.9.2 Lightning air terminal shall be early streamer emission lightning protection with at least 40-meter radius of protection and 2-meter pole including grounding wires. Installation shall include terminal base and cable supports.

10.7.9.3 Grounding rod shall be pure copper with 5/8" diameter and 3 meters length.

## 6.2.10 Communication Device

10.7.10.1 Data logger shall be used for monitoring and managing all the data from the photovoltaic system. It shall be din rail mounted and connected to the internet. Tap to the nearest internet switch.

## 6.2.11 Net Metering

10.7.11.1 The contractor shall be responsible for complying with and securing all the requirements for the processing and approval of the net-metering for the PV system of each building. All fees for the processing of requirements and application shall be included in the estimate.

10.7.11.2 The contractor shall accomplish all required work needed prior to net-metering application and installation.

-o- END OF SECTION -o-

## Section VII. Drawings

Please refer to the PDF file named “Drawings” in the folder “**Installation of Solar Harvesting System at Lucinda Extension Campus (Student Center and CFTR Building)**” at the TSU website: <https://www.tsu.edu.ph/opportunities/bid-opportunities/2024-bid-opportunities/>

# Section VIII. Bill of Quantities

## 1. General

- 1.1. The Bill of Quantities (BOQ) shall be read and construed in conjunction with the Conditions of Contract, Specifications, and Drawings and the Bidder shall provide the prices for the full scope of the work covered by the Contract. No claim for variations shall be considered on account of the Bidder's failure to comply with this provision.
- 1.2. Although the BOQ was prepared with due diligence, all quantities given therein shall be deemed to be estimated quantities and are not guaranteed to be actual and correct. The Bidder shall be deemed to have checked and verified the quantities in the preparation of his/her Bid. Any claim whatsoever for any positive variation in the actual quantities furnished versus the BOQ shall not be accepted, unless stipulated elsewhere in the Contract. Upon award of the Contract, the priced BOQ shall be used solely for evaluating work accomplishment payments due to the Contactor.
- 1.3. The Bidder shall check that each copy of the BOQ is complete in the number of pages and in the reproduction of each page.
- 1.4. The descriptions in the Bill of Quantities may not be complete and the Bidder must refer to the Specifications and Drawings.
- 1.5. The Bidder shall not change any description or specification, and remove or omit any of the item, or part of any of the item of the BOQ without the proper notification of the authorized person of TSU.
- 1.6. Prices shall be given in Philippine Peso taken to two decimal places. A comma shall be used to separate triple digits and a point or dot to separate the decimal portion (e.g., 1,355,076.45)
- 1.7. Identical work items occurring in separate sections shall not be priced at different rates, unless it is the deliberate intention.

## 2. Units

| Symbol         | Unit         | Description   |
|----------------|--------------|---|
| lot            | lot          | Although not a standard unit of measure, in this BOQ it shall be construed as a collection of all the materials (accessory, fitting, fixture, consumable, etc.) required for a particular scope of work |
| m <sup>2</sup> | square meter | Area; it shall be construed as the coverage area or surface area  |
| m <sup>3</sup> | cubic meter  | Volume  |
| pc             | piece        | Used for discrete or countable materials  |
| set            | set          | Although not a standard unit of measure, in this BOQ it shall be construed as the complete set of the major material component and its auxiliaries or accessories to be operational or functional       |

## 3. Rates

Rates and Prices shall be all inclusive, comprehensive, and include the following:

- 3.1. All obligations imposed by the Contract,
- 3.2. Complying in every respect with the requirements and the considerations of the Specifications and Drawings,
- 3.3. Labor for all scope of works and all associated costs,
- 3.4. Materials and goods and all associated costs,
- 3.5. Use of equipment and tools,
- 3.6. Any additional labor usually associated with measured items.
- 3.7. All necessary protection of the Works and removal of all temporary coverings and supports,
- 3.8. All utilities such as electricity, water, etc.,
- 3.9. Repair works on all damaged portions affected by the Works,
- 3.10. Cleaning of site, cleaning, and hauling of debris,
- 3.11. All safety and health aspects of the Works,
- 3.12. All required materials tests and its associated costs,
- 3.13. All applicable taxes, duties, charges, and relevant permits,
- 3.14. Overhead & profit.

#### 4. Bidder's Priced Bill of Quantities

2. The Bidder shall present the detailed breakdown of the **Bid Price** using the form **Bill of Quantities** in Microsoft Excel format which should be downloaded from the File Folder "**Installation of Solar Harvesting System at Lucinda Extension Campus (Student Center and CFTR Building)**" with the file name "**Bill of Quantities**", from the TSU website: <https://www.tsu.edu.ph/opportunities/bid-opportunities/2024-bid-opportunities/>
- 4.1. The Bidder shall provide the following information or data in the spaces provided
  - 4.1.1. [*Bidder's Letterhead*],
  - 4.1.2. [*Date*],
  - 4.1.3. [*Signature*],
  - 4.1.4. [*Name of Authorized Signatory*], and
  - 4.1.5. [*Title/Position of Authorized Signatory*].
- 4.2. The contents of the following columns shall not be altered or removed: Column Heading (column number)
  - 4.2.1. **Item No. (1)**,
  - 4.2.2. **Work Description (2)**

4.2.3. **Quantity. (5)**, and

4.2.4. **Unit (6)**.

4.3. For the rows with entries in the columns **5** and **6**, the Bidder shall provide the following prices, in Philippine peso, in the appropriate columns: Column Heading (column number)

4.3.1. **Direct Cost (7)** – the aggregate cost of materials, labor, and equipment utilization,

4.3.2. **Indirect Cost (8)** – the sum of overhead cost, contingency, miscellaneous, and profit,

4.3.3. **Total Direct & Indirect Cost (9)** – the sum of the values in columns **(7)** and **(8)**,

4.3.4. **Value Added Tax (10)** – the tax to be charged for the work item,

4.3.5. **Total Cost (11)** – the sum of the values in columns **(9)**, and **(10)**, and

4.4. The Sub-Total for every work cluster shall be the sum of all priced items included in that section.

4.5. The Total Bid Price shall be the sum of all the total cost for the priced work items and shall be stated in words and figures in the spaces provided at the bottom row of the table.

4.6. The Bid shall be deemed “**non-responsive**” if a price is required for a work item, but no price is indicated. Placing a zero (0) or a dash (-) in the cells that requires prices shall be interpreted to mean that the work item is being offered at no cost or for free by the Bidder.

4.7. The printed Priced BOQ shall be duly signed and all pages must bear the signature or initial of the authorized signatory of the Bidder.

## 5. Detailed Estimate

3. The specific costs (Material, Labor & Equipment, etc.) for the work items in the Priced BOQ shall be obtained from the detailed estimates using the form for **Detailed Unit Price Analysis**, in Microsoft Excel format which should be downloaded from the File Folder “**Installation of Solar Harvesting System at Lucinda Extension Campus (Student Center and CFTR Building)**” with the file name “**DUPA**”, from the TSU website: <https://www.tsu.edu.ph/opportunities/bid-opportunities/2024-bid-opportunities/>

5.1. The unit Man-Days used in the DUPA shall mean the number of days for one man to complete the task or for the number of men required to complete the task in one day (e.g., 8 Man-Days = 1 Man x 8 Days = 2 Men x 4 Days = 4 Men x 2 Days = 8 Men x 1 Day).

## 6. Bidder’s Responsibility

6.1. It shall be the responsibility of the Bidder to verify that the unit and quantity indicated in the DUPA for a particular work item are the same as those in the Bill of Quantities for the same work item.

# Section IX. Checklist of Technical and Financial Documents

This Checklist of Technical and Financial Documents is provided to guide the Bidder in preparing his/her bid. The checklist may be used by the Bidder to verify if the Bid includes all the prescribed documents.

The Bidder, in submitting the required documents, must use the prescribed forms found in Section X. Bidding Forms. However, should a bidder choose to use a different formatting style for a required document, the bidder must ensure that the substance in the form given in Section X for that particular document is substantially captured in the equivalent document.

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; and
- (d) Special PCAB License in case of Joint Ventures and registration for the type and cost of the contract to be bid; and
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or original copy of Notarized Bid Securing Declaration; and
- (f) Project Requirements, which shall include the following:
- a. Organizational chart for the contract to be bid;
  - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
  - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; and
- (g) Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- (h) The bidder's computation of Net Financial Contracting Capacity (NFCC).

*Class "B" Documents*

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

**II. FINANCIAL COMPONENT ENVELOPE**

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

*Other documentary requirements under RA No. 9184*

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



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| l.  | Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid.  |    |
|   | <b>Note:</b> Bidder should download and use the <b>Detailed Unit Price Analysis</b> in Microsoft Excel format provided in the File Folder " <b>Installation of Solar Harvesting System at Lucinda Extension Campus (Student Center and CFTR Building)</b> " with the file name " <b>DUPA</b> " from the TSU website: <a href="http://www.tsu.edu.ph">www.tsu.edu.ph</a> .     |    |
| m.  | Cash Flow by quarter or payment schedule  |    |
|   | <b>Note:</b> There is no TSU prescribed form. The Bidder may use any appropriate form which must be duly signed.  |    |

# [Bidder's Letterhead]

[Date]

To: Tarlac State University  
 Re: Invitation to Bid No.

## List of All Ongoing Government and Private Contracts, Including Contracts Awarded But Not Yet Started

| Row 1: Name of Contract<br>Row 2: Location of Project<br>Row 3: Contract Price | Row 1: Procuring Entity/Owner<br>Row 2: Contact Person/Address<br>Row 3: Telephone No. | Nature of Work | Contractor's Role |                    | Row 1: Date of Award<br>Row 2: Date Started<br>Row 3: Date of Completion | % of Accomplishment |        | Value of Outstanding Works |
|--|--|----------------|-------------------|--------------------|--|---------------------|--------|----------------------------|
|  |  |                | Description       | % of Participation |  | Planned             | Actual |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |
|  |  |                |                   |                    |  |                     |        |                            |

Attached herewith are the following documents: Notice of Award, Notice to Proceed (if applicable), and Certificate of Accomplishments (or Statement of Work Accomplished), as evidence in support of the foregoing information.

I/We certify that the foregoing information and all the supporting documents are true and correct.

[Signature]  
 [Name of Bidder or Authorized Representative]  
 [Position or Title]

# *[Bidder's Letterhead]*

*[Date]*

To: Tarlac State University  
Re: Invitation to Bid No.

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

| Row 1: Name of Contract<br>Row 2: Location | Contract Price | Row 1: Procuring Entity/Owner<br>Row 2: Address<br>Row 3: Contact Person/Tel. No. | Nature of Work | Contract Duration | Date of Award | Date Started | Date Completed |
|--|----------------|---|----------------|-------------------|---------------|--------------|----------------|
|  |                |   |                |                   |               |              |                |
|  |                |   |                |                   |               |              |                |
|  |                |   |                |                   |               |              |                |
|  |                |   |                |                   |               |              |                |
|  |                |   |                |                   |               |              |                |
|  |                |   |                |                   |               |              |                |
|  |                |   |                |                   |               |              |                |

Attached herewith are the following documents: Contract Agreement, Notice of Award, Notice to Proceed, Certificate of Final Inspection, Certificate of Acceptance, and CPES (or equivalent performance evaluation rating), as evidence in support of the foregoing information.

I/We certify that the foregoing information and all the supporting documents are true and correct.

*[Signature]*  
*[Name of Bidder]*

**Bid-Securing Declaration**

Republic of the Philippines  
City/Municipality Of \_\_\_\_\_ ) S.S.

X-----X

**Invitation to Bid** [*Insert reference number*]

To: **Tarlac State University**

I/We, the undersigned, declare that:

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

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

[*Signature*]  
[*Name of Bidder's Authorized Representative*]  
[*Signatory's legal capacity*]  
Affiant

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

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

[Name and Signature of Notary Public]

**Serial No. of Commission** \_\_\_\_\_

**Notary Public for** \_\_\_\_\_ **until** \_\_\_\_\_

**Roll of Attorneys No.** \_\_\_\_\_

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

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

**Doc. No.** \_\_\_\_\_

**Page No. Book**

**No. Series of** \_.

# *[Bidder's Letterhead]*

[Date]

To: Tarlac State University  
Re: Invitation to Bid No.

We certify that, if the Contract covered by the aforementioned Invitation to Bid is awarded to [BIDDER], we shall employ the following persons to occupy the key positions of the workforce which shall be deployed to implement the project.

| <b>LIST OF KEY PERSONNEL</b> |                   |                                    |
|------------------------------|-------------------|------------------------------------|
| <b>Name</b>                  | <b>Position</b>   | <b>Duties and Responsibilities</b> |
|                              | Project Engineer  |                                    |
|                              | Safety Officer II |                                    |
|                              | Foreman           |                                    |
|                              | Electrician       |                                    |

Attached herewith are the Curriculum Vitae of the above-named persons for your evaluation.

[Signature]

[Name of Bidder/Authorized Representative]

# [Bidder's Letterhead]

[Date]

To: Tarlac State University  
 Re: Invitation to Bid No.

## CURRICULUM VITAE OF KEY PERSONNEL

|  |        |                 |                              |                      |                 |
|--|--------|-----------------|------------------------------|----------------------|-----------------|
| POSITION   |        |                 | NAME                         |                      |                 |
| DATE OF BIRTH  | HEIGHT | WEIGHT          | SEX                          | CIVIL STATUS         | NATIONALITY     |
|  |        |                 |                              |                      |                 |
| PROFESSION   |        |                 | PRC ID NO.                   | DATE OF REGISTRATION | VALID UNTIL     |
|  |        |                 |                              |                      |                 |
| HOME ADDRESS   |        |                 | CURRENT STATUS OF EMPLOYMENT |                      |                 |
|  |        |                 | COMPANY/ ADDRESS             | POSITION             |                 |
|  |        |                 |                              |                      |                 |
| <b>RELEVANT WORK EXPERIENCE</b>  |        |                 |                              |                      |                 |
| COMPANY/ADDRESS  |        | POSITION        | BRIEF JOB DESCRIPTION        |                      | INCLUSIVE DATES |
|  |        |                 |                              |                      |                 |
|  |        |                 |                              |                      |                 |
| <b>RELEVANT TRAININGS</b>  |        |                 |                              |                      |                 |
| TITLE OF TRAINING  |        | INCLUSIVE DATES | PLACE                        | TRAINING PROVIDER    |                 |
|  |        |                 |                              |                      |                 |
|  |        |                 |                              |                      |                 |
|  |        |                 |                              |                      |                 |
|  |        |                 |                              |                      |                 |
|  |        |                 |                              |                      |                 |
| <b>EDUCATIONAL QUALIFICATIONS</b>  |        |                 |                              |                      |                 |
| DEGREE EARNED<br>(Please enumerate all; if not a college graduate, indicate highest level of education earned) |        |                 | YEAR GRADUATED               | NAME OF INSTITUTION  |                 |
|  |        |                 |                              |                      |                 |
|  |        |                 |                              |                      |                 |
|  |        |                 |                              |                      |                 |
|  |        |                 |                              |                      |                 |

I certify that the information furnished above are true and correct and that I have voluntarily furnished the foregoing information on my own free will.

I further certify that, if the Contract covered by the aforementioned Invitation to Bid is awarded to [BIDDER], I shall willingly assume the position of [POSITION] for the [BIDDER].

[Signature]  
[Name of Prospective Key Personnel]

We certify that, if the Contract covered by the aforementioned Invitation to Bid is awarded to [BIDDER], we shall engage the services of [Name of Prospective Key Personnel] as the [POSITION] for the entire duration of the project covered by the Contract, in accordance with the law.

[Signature]  
[Name of Bidder/Authorized Representative]  
[Position or Title]



# [Bidder's Letterhead]

[Date]

To: Tarlac State University

Re: Invitation to Bid No.

We certify that, if the Contract covered by the aforementioned Invitation to Bid is awarded to [BIDDER], we shall provide and use the equipment listed below in the implementation of the project.

| <b>List of Major Equipment</b> |  |      |                            |               |                              |                                       |                  |           |  |
|--------------------------------|--|------|----------------------------|---------------|------------------------------|---------------------------------------|------------------|-----------|--|
|                                |  | Qty. | Model/Year<br>Manufactured | Capacity/Size | Plate No.<br>(if applicable) | Motor No./Body No.<br>(if applicable) | Present Location | Condition | Mode of Acquisition<br>(Owned or Leased) |
| 1.                             |  |      |                            |               |                              |                                       |                  |           |  |
| 2.                             |  |      |                            |               |                              |                                       |                  |           |  |
| 4.                             |  |      |                            |               |                              |                                       |                  |           |  |
| 6.                             |  |      |                            |               |                              |                                       |                  |           |  |
| 7.                             |  |      |                            |               |                              |                                       |                  |           |  |
| 8.                             |  |      |                            |               |                              |                                       |                  |           |  |
| 9.                             |  |      |                            |               |                              |                                       |                  |           |  |
| 10.                            |  |      |                            |               |                              |                                       |                  |           |  |

Attached herewith are the *Certificate(s) of Registration, Official Receipt(s), and Lease Agreement(s)* for the aforementioned equipment.

[Signature]  
[Name of Bidder or Authorized Representative]  
[Position or Title]

## Omnibus Sworn Statement (Revised)

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

### A F F I D A V I T

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_day of \_\_\_<sup>40</sup> 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]*

# [Bidder's Letterhead]

[Date]

To: Tarlac State University  
Re: Invitation to Bid No.

## NET FINANCIAL CONTRACTING CAPACITY

Based on our Income Tax Return and Audited Financial Statement for the Fiscal Year [YEAR], duly submitted to the Bureau of Internal Revenue, and which form part of our Bid, the summary of our firm's financial condition is as given below:

|    |                           | Year [YEAR] |
|----|---------------------------|-------------|
| 1. | Total Assets              |             |
| 2. | Current Assets            |             |
| 3. | Total Liabilities         |             |
| 4. | Current Liabilities       |             |
| 5. | Net Worth (1-3)           |             |
| 6. | Net Working Capital (2-4) |             |

Based on the aforementioned data and the Value of Outstanding Works from the Statement of All Ongoing Government and Private Contracts, which also form part of our Bid, our Net Financial Contracting Capacity (NFCC) is:

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

**NFCC** =

41

I/We certify that the foregoing information and all of the supporting documents are true and correct.

[Signature]  
[Name of Bidder or Authorized Representative]  
[Position or Title]

# [Bidder's Letterhead]

[Date]

## FINANCIAL BID FORM

To: Tarlac State University

Re: Invitation to Bid No:

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract [insert name of contract];
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

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

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

- (c) Our Bid shall be valid for a period of [insert number] days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of [insert percentage amount] percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: [insert information];
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) We understand that this Bid, together with your written acceptance thereof included <sup>42</sup>in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) **We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].**
- (k) **We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.**

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_