

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

DESIGN AND BUILD FOR THE PCA BUSINESS CENTER BUILDING

Philippine Coconut Authority



[Public Bidding No. 20-2024]

**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



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRICULTURE
PHILIPPINE COCONUT AUTHORITY
Elliptical Road, Diliman, Quezon City 1101 Philippines
Tel. Nos.: (02) 8928-4501 to 09 · Direct Line: (02) 8926-7631
Website: pca.gov.ph

INVITATION TO BID

DESIGN AND BUILD FOR THE PCA BUSINESS CENTER BUILDING

PUBLIC BIDDING NO. 20-2024
FUNDING SOURCE: REFER TO TABLE BELOW

1. The **Philippine Coconut Authority** through its Bids and Awards Committee (BAC) invites PhilGEPS registered suppliers to bid for the Design and Build for the PCA Business Center Building with details as follows:

Lot No.	Qty	Item/ Description	Unit Cost (in Php)	Total Approved Budget for the Contract (in Php)	Funding Source	Price of Bid Documents (in Php)	Delivery Period
1	1	DESIGN AND BUILD FOR THE PCA BUSINESS CENTER BUILDING	90,000,000.00	90,000,000.00	2024 Operating Revenue	50,000.00	Refer to Section VI

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

2. The summary of the bidding activities is as follows:

Sale and Issuance of Bid Documents	- October 11-November 5, 2024
Pre-Bid Conference	- October 21, 2024; 3:30pm
Deadline of Submission of Technical & Financial Docs and Opening of Technical Docs	- November 5, 2024; 4:30pm
Opening of Financial Docs	- November 14, 2024; 1:30pm
Bid Evaluation	- (This shall be in accordance
Post Qualification	- with the period prescribed
Notice of Award	- in the IRR of RA 9184)

3. The **Philippine Coconut Authority (PCA)** under the Department of Agriculture now invites bids for the above Procurement Project. Delivery of the project is stated under Section VI of this Bidding Documents. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, 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).
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
5. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.
6. Prospective Bidders may obtain further information from BAC Secretariat Office and avail the

Bidding Documents at the address given below during working days from 8AM-4PM.

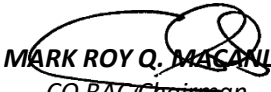
7. A complete set of Bidding Documents may be acquired by interested Bidders from the BAC Secretariat Office (see address below) upon requesting an order of payment and paying the applicable fee for the Bidding Documents in person.
8. The Pre-Bid Conference shall be held per the schedule stated above, at the 8/F Executive Lounge, R&D Building, Elliptical Road, Diliman, Quezon City, and/or through video conferencing or webcasting via Zoom (link will be provided to interested bidders upon request on the email address and/or contact number below) which shall be open to prospective bidders.
9. Bids must be duly received by the BAC Secretariat through manual/physical submission at the office address indicated below, on or before the date and time indicated above. Late bids shall not be accepted.
10. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
11. Bid opening shall be conducted per schedule and venue as stated above at the given address below or webcasting via Zoom (link will be provided to interested bidders upon request on the email address and/or contact number below). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
12. The Philippine Coconut Authority 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 No. 9184, without thereby incurring any liability to the affected bidder or bidders.
13. The Philippine Coconut Authority under the Department of Agriculture does not condone any form of solicitation on any prospective winning and losing bidders by any of our staff/employees or any other party. Any sort of this kind shall be reported immediately to the office of the Secretary or the National Bureau of Investigation (NBI) for entrapment and proper investigation.
14. For further information, please refer to:

*The BAC Secretariat Office 5th Floor, PCA
R&D Building
Elliptical Road, Diliman, Quezon City 928-
4501 loc. 409
pcacobac@pca.gov.ph*

15. You may visit the following websites:
For downloading of Bidding Documents:

<https://www.philgeps.gov.ph/>
<https://pca.gov.ph/>

Issued on October 9, 2024


MARK ROY Q. MACANLALAY
CO BAC Chairman

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Philippine Coconut Authority invites Bids for the **Design and Build for the PCA Business Center Building**, with Project Identification Number **20-2024**.

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 **BDS** in the amount of indicated in the **ITB and BDS**.

2.2. The source of funding is:

- a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed unless otherwise specified in the **BDS**

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. 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 as indicated in the **ITB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

- 14.2. *Payment of the contract price shall be made in:*

- a. Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **one hundred twenty (120)** calendar days from the date of 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 (1) original and two (2) copies 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 15 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																																													
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Design and Build of Office/Commercial Building</i>																																												
7.1	Subcontracting is not Allowed																																												
10.3	PCAB License: General Building Medium A with License Category B.																																												
10.4	<div>The key personnel must meet the required minimum years of experience set below:<table><thead><tr><th>Position</th><th>Req. Min. Years of Similar Experience</th><th>Req. Min. Years of Total (Similar + Related Experience)</th></tr></thead><tbody><tr><td>A. Design Personnel</td><td></td><td></td></tr><tr><td>Design Manager</td><td>4</td><td>6</td></tr><tr><td>Other Key Design Personnel</td><td>2</td><td>4</td></tr><tr><td>B. Construction Personnel</td><td></td><td></td></tr><tr><td>Project Manager</td><td>4</td><td>6</td></tr><tr><td>Other Key Construction Personnel</td><td>2</td><td>4</td></tr></tbody></table></div> <div>Similar experience means design and build experience in the same position and/or in the same/similar project category. Total experience means total design/construction experience regardless of position or project category.</div>	Position	Req. Min. Years of Similar Experience	Req. Min. Years of Total (Similar + Related Experience)	A. Design Personnel			Design Manager	4	6	Other Key Design Personnel	2	4	B. Construction Personnel			Project Manager	4	6	Other Key Construction Personnel	2	4																							
Position	Req. Min. Years of Similar Experience	Req. Min. Years of Total (Similar + Related Experience)																																											
A. Design Personnel																																													
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Other Key Design Personnel	2	4																																											
B. Construction Personnel																																													
Project Manager	4	6																																											
Other Key Construction Personnel	2	4																																											
10.5	<div>The minimum major equipment requirements are the following: NOTE: The bidder shall furnish Certified True Copies of Ownership and/or Lease Agreement as specified.</div> <table><thead><tr><th>Equipment/Tools</th><th>O</th><th>O or L</th><th>Total</th></tr></thead><tbody><tr><td>Backhoe with attachment 0.50-1.00 cu.m.</td><td>2</td><td>1</td><td>2</td></tr><tr><td>Dump Truck 9-10 cu.m.</td><td>2</td><td>-</td><td>2</td></tr><tr><td>Personnel Service Vehicle/Truck</td><td>1</td><td>-</td><td>1</td></tr><tr><td>Generator Set 301-350 kw</td><td>1</td><td>-</td><td>1</td></tr><tr><td>Truck Mounted crane, 25 tons</td><td>1</td><td>-</td><td>1</td></tr><tr><td>Concrete Vibrator</td><td>3</td><td>-</td><td>3</td></tr><tr><td>Plate Compactor</td><td>1</td><td>-</td><td>1</td></tr><tr><td>Welding Machine, 300 amp.</td><td>3</td><td>-</td><td>3</td></tr><tr><td>One Bagger Concrete Mixer</td><td>2</td><td>-</td><td>2</td></tr><tr><td>Tower Crane</td><td>-</td><td>1</td><td>1</td></tr></tbody></table> O or L – Owned or Leased	Equipment/Tools	O	O or L	Total	Backhoe with attachment 0.50-1.00 cu.m.	2	1	2	Dump Truck 9-10 cu.m.	2	-	2	Personnel Service Vehicle/Truck	1	-	1	Generator Set 301-350 kw	1	-	1	Truck Mounted crane, 25 tons	1	-	1	Concrete Vibrator	3	-	3	Plate Compactor	1	-	1	Welding Machine, 300 amp.	3	-	3	One Bagger Concrete Mixer	2	-	2	Tower Crane	-	1	1
Equipment/Tools	O	O or L	Total																																										
Backhoe with attachment 0.50-1.00 cu.m.	2	1	2																																										
Dump Truck 9-10 cu.m.	2	-	2																																										
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Tower Crane	-	1	1																																										
12	No further instruction.																																												
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:																																												

	<p>a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.</p>
19.2	Partial bids are not allowed.
20	No further instruction.
21	<p>Additional contract documents relevant to the Project that is required by existing laws and/or the Procuring Entity shall be submitted as follows:</p> <ul style="list-style-type: none"> - construction schedule and S-curve - manpower schedule - equipment/tools utilization schedule - Construction Methodology - Certificate of Site Inspection of the project site issued by PCA

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

Special Conditions of Contract

GCC Clause	
2	<p><i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i></p> <p>Design Preparation – 90 days Construction - 240 days</p>
4.1	<i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i>
6	<p>The site investigation reports are: <i>[list here the required site investigation reports.]</i></p> <p>Site inspection and survey (please refer to TOR)</p>
7.2	<p><i>[Select one, delete the other.]</i></p> <p><i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years.</i></p>
10	<p><i>[Select one, delete the other:]</i></p> <p>a. Dayworks are applicable at the rate shown in the Contractor’s original Bid.</p>
11.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within <i>[insert number]</i> 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 <i>[insert amount]</i> .
13	The amount of the advance payment is <i>[insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment]</i> .
14	<i>[If allowed by the Procuring Entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is before the issuance of the Occupancy and Permit to Operate Certificates.
15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i> .

Section VI. Specifications

PROJECT : DEMOLITION OF EXISTING OLD STRUCTURES AND THE CONSTRUCTION OF TWO STOREY PCA BUSINESS CENTER BUILDING WITH ROOF DECK

LOCATION : PCA Compound, DILIMAN, QUEZON CITY

MINIMUM PERFORMANCE STANDARDS AND PARAMETERS (MPSP) INCLUDING DPWH BLUE BOOK

• **PURPOSE**

The purpose of the Minimum Performance Standards and Parameters (MPSP), among others, is to:

- 1.0 Establish the MPSP that the Design and Build Contractor [DBC] must comply with under the Contract Agreement with the Philippine Coconut Authority for the Design and Build of the Proposed Two Storey PCA Business Center Building with Roof Deck PCA (hereinafter referred to as *"the Project"*), using the Implementing Rules and Regulations, Republic Act No. 9184 especially *Annex "G" Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects*;
- 1.1 Ensure compliance of the DBC in adopting Architectural, Engineering, and other Technical Guidelines and define performance standards for the Detailed Engineering Design (DED) of the Project; and
- 1.2 Provide a quantifiable and verifiable basis for physical progress as a basis for Claims for Payments of the DBC in accordance standard accounting and auditing rules and regulations of the Procuring Entity.

II. SCOPE OF THE PROJECT

- 2.0 Demolition of Existing Old Structures and the Construction of Two Storey PCA Business Center Building with Roof Deck.

- 2.1 Project Components. The Bid Documents include the following components (Table 2.1): Table

2.1 Project Components

Component	Particulars
Architectural and Engineering Designs	Complete plans, drawings, specifications, BOQ and cost estimates, construction management, progress reports, and claims for payments and completion reports
Site Civil Works	Site drainage/flood control, site stabilization sanitary works forming part of the site civil works, pavements, and RROW improvements as applicable / needed, including pavement markings, etc., with pertinent plans and designs prepared by a Registered and Licensed Civil Engineer
Architectural Works	Masonry, finishes, partitions, acoustics, lighting, moisture protection / thermal, glazing, wood/plastics, fenestrations (doors & windows), with pertinent plans and designs prepared by a Registered and Licensed Architect The General Design of the Building must consider and meet the minimum standards of Philippine Green Building Code.

	and Licensed Civil Engineer who specialize in structural design
Electrical Works	All electrical systems including backup generator set with pertinent plans and designs prepared by a Registered and Licensed Professional Electrical Engineer
Mechanical Works	AC, fire protection, and elevator with pertinent plans and designs prepared by a Registered and Licensed Professional Mechanical Engineer
Plumbing Works	Water Tanks and supply systems with pertinent plans and designs prepared by a Registered and Licensed Master Plumber
Sanitary Works	Water Sewage, Sanitary, and disposal systems with pertinent plans and designs prepared by a Registered and Licensed Sanitary Engineer
Electronics Works	Conceptualize, design, test, and oversee the installation of communications and electronic systems that includes vertical and horizontal LAN cabling, FDAS, public address, CCTV system, and provision for data center/server room with pertinent plans and designs prepared by a Registered and Licensed Professional Electronics Engineer

III. SCOPE OF DESIGN AND BUILD CONTRACT AGREEMENT

- 3.0 Conduct Architectural and Engineering (A&E) Surveys. Annex “G” IRR / R.A. No. 9184 specifies that the DBC shall conduct the surveys in its Bid Proposal and present to PCA their results and findings which would impact the detailed A&E designs of the project. The DBC shall include the findings and recommendations and effects, if any, on the Technical and Financial Components of its Bid Proposal in its report on the Conceptual Engineering Designs of the Project. The Terms of Reference (TOR) defines the detailed activities.
- 3.1 Preparation of the Conceptual and Pre-Detailed Engineering Designs (CED) for the Project Components. The DBC shall prepare and submit to PCA the draft Conceptual Engineering Designs (CEDs) for each of the Components. The CEDs shall conform to Section VI. Minimum Performance Specifications and Parameters. The DBC shall submit a report on the CED to PCA.
- 3.2 Preparation of the Revised Conceptual Engineering Design (RCEDs). The DBC shall prepare and submit the Revised CEDs for each Project Component following the minutes of discussion with PCA. The DBC shall submit a report on the RCEDs for the issuance of a “Notice of No Objection” from the PCA following the minutes of discussion.
- 3.3 Preparation of the Detailed Engineering Design (DED) for Approval of PCA. After the Procuring Entity, PCA, and DBC have agreed on the CEDs, the DBC shall prepare and submit the final DED and submit to PCA for approval. The DBC shall adopt a report format acceptable to PCA.

3.4 Scope of Construction. The DBC shall fully undertake the Construction Works for all Project Components.

- 3.4.1 the DBC shall implement the construction of the Project in accordance with its Bid Proposal and any modifications which may be agreed upon during the discussion on Conceptual Engineering Designs (CEDs) as officially recorded in the Minutes of Discussion with PCA and final Detailed Engineering Designs approved by PCA.
- 3.4.2 The DBC shall undertake the construction of the Project in accordance with this Annex 2. Minimum Performance Standards and Parameters (MPSP) and the DPWH Blue Book, Volume II.

The DBC shall undertake the following activities in accordance with the Bidding Documents and its Bid Proposal which form an integral part of the Contract Agreement.

IV. DESIGN STANDARDS AND SPECIFICATIONS

4.0 Architectural Design Parameters

4.0.1 Codes and Standards. The Architectural Works shall be in accordance with the following Laws, Codes, and Standards.

- a. Laws and Codes
 - a.1 PD 1096 National Building Code of the Philippines
 - a.2 Green Building Code of the Philippines
 - a.3 BP 344 Accessibility Law
 - a.4 RA 9514 Fire Code of the Philippines
 - a.5 Existing Local Codes and Ordinances
 - a.6 Other laws that apply to the project
- b. Standards
 - b.1 Bureau of Product Standards

4.0.2 General Drawing Guidelines

- a. All drawings shall be computer-drafted. Drawings shall be submitted both in printed and electronic copies.
- b. Keep the same orientation for all plans. The north orientation shall be indicated in all architectural floor plans. The orientation of the architectural plans shall be consistent with all engineering plans.
- c. Detailed plans shall have a scale not smaller than 1:50 meters.
- d. Spot detailed plans, elevations, and sections shall have a scale not smaller than 1:50 meters.

4.0.3 Floor Plans

- a. All plans shall be 1:100 meters. The same scale shall be used for the rest of the architectural, structural, sanitary, plumbing, electrical and mechanical plans, except for each trade's site plan, detailed plans and spot details.
- b. Section line callouts on the floor plans shall be consistent with the section drawing.
- c. Floor plans shall be indicated with boxed room callout numbers, including the

callout for floor finishes and wall finishes.

- d. The location of mechanical equipment, e.g. air conditioning shall be indicated in the floor plans. This shall be consistent with the mechanical and electrical plans.
- e. Door callouts shall be circles with the proper numbering, e.g. D-01.
- f. Window callouts shall be hexagons with the proper numbering, e.g. W-01.

4.0.4 Elevations and Sections

- a. Finish floor lines shall be consistent in all the elevations, sections and structural plans and details.
- b. All dimensions and finishing materials shall be indicated in all elevation and section and must be consistent with the specification.

4.0.5 Reflected Ceiling Plans

- a. Reflected ceiling plans shall be indicated with boxed room callout numbers, including the callout for ceiling finishes and lighting fixtures.
- b. Ceiling height relative and in reference to the finish floor line shall be indicated in the reflected ceiling plans in each room with boxed dimensions. This is to ensure that the ceiling heights of all rooms are established whether or not reflected in the sections.
- c. The description and location of the fixtures, e.g. lighting, smoke detectors, fire sprinklers, air-condition vents, exhaust fans, in the reflected ceiling plans shall be consistent with the electrical and mechanical plans.

4.0.6 Doors and Windows

- a. Door and window schedules shall indicate the type of door or window, the number of sets, the location/s of the door or window, the materials and accessories included and other special specifications, e.g. color or finish.

4.0.7 Details

- a. Provide a minimum of four (4) bay section for the perimeter walls and roofing of a scale not smaller than 1: 50 meters for each major building preferably cut along the area with special construction design.
- b. Provide spot detail plans, elevations and sections of a scale not smaller than 1:20 meters for special designs with aesthetic treatment and ornamentation.
- c. Provide detail plans of a scale not smaller than 1: 50 for all areas needing tile pattern, e.g. lobby, corridor, entrance walk, showing the position and pattern of tiles.
- d. Centerline location of plumbing fixtures shall be indicated in detail plans with lines of reference and its corresponding dimensions. This is to indicate the exact locations of the plumbing/sanitary roughing-ins.

4.1 Building Architectural Works

4.1.1 Floor Plans

- a. The structural, sanitary, plumbing, electrical and mechanical designs are required to refer to the architectural plans and specifications in case of discrepancies. If an engineering design will have any possible conflict or interference on the architectural design, the latter may be adjusted provided that the aesthetic value will not be compromised.
- b. The architectural and engineering plans shall be consistent all throughout in terms of dimensions and locations of columns, beams, walls, roof line, conduits, ducts,

pipes, and fixtures, among others. Column and beam grid lines shall also be consistent in all the architectural and engineering plans.

- c. Verify and coordinate floor plans with the mechanical, electrical and sanitary design with regard to the requirements for mechanical rooms, electrical rooms, pipe chase, and other engineering requirements.
- d. Toilets shall have provisions and fixtures for persons with disability as required by BP 344. If enough space allows, toilets specially made and designated for persons with disability is preferable.
- e. Provide Architectural Layout

4.1.2 Walls

- a. Dry walls shall not be embedded with wet utilities.
- b. Layout and work on wall and floor tiles must be aligned, plumb, leveled, and squared.
- c. Tiles color and design shall be approved first before installation.

4.1.3 Floors

- a. Floors at the openings of toilets for persons with disability shall be sloping. Indicate in the plans and sections.
- b. Layout and work on wall and floor tiles must be aligned, plumb, leveled, and squared.
- c. Tile color, size and design shall be approved first before installation.

4.1.4 Ceiling Works

- a. Ceiling materials and finishes shall be approved first before application.
- b. Cement board of 3.5mm or 12 mm thk gypsum board with metal furring frames; full threaded support and hangers.
- c. 8mm diameter metal rod hangers with adjustable clips, and not galvanized iron wires, shall be used to support and suspend the aluminum T-runners and light gauge metal furring.

4.1.5 Doors and Windows

- a. Major rooms that require security shall have sturdy doors e.g. wood panel, and metal with 2.5mm thick stainless push plate.
- b. Minor rooms that do not require security shall at least have wood flush doors with laminate.
- c. Fire escape doors, should be provided with panic hardware and door closers, and shall conform to the requirements of the Fire Code of the Philippines.
- d. Aluminum frames of glass doors and windows shall be approved first before application.
- e. Door finish and color shall be approved first before application.
- f. Window sills shall be slightly sloped outwards to prevent damage to windows and paint due to water slippage.
- g. All doors of a high-occupancy room shall be double action swing door and as required by the Fire Code of the Philippines.

4.1.6 Corridors

- a. New corridors shall have a minimum unobstructed width of at least 2450mm. This shall be measured clear from the surface of the finished wall and not on-center of

the rough CHB wall.

- b. Corridors and exit doors shall conform to the requirements of the Fire Code of the Philippines.

4.1.7 Fixtures and Accessories

- a. Three-way electrical light switches shall be provided at both ends of a long corridor.
- b. Electrical light switches shall be located by the knob side of the door.
- c. Electrical switches and outlets shall be installed plumb and level.

4.1.8 Painting

- a. Painted ceiling shall be in antibacterial paint finish, unless otherwise specified.
- b. Painted interior wall shall be at least in semi-gloss paint finish for ordinary rooms, e.g. offices, unless specified to a higher type of paint.
- c. Painted exterior wall shall be at least moisture-resistant/water-repellant paint finish, textured or smooth, unless otherwise specified.
- d. Paint color and shade shall be approved first before application.

4.1.9 Summary of Materials

- a. Materials to be used shall be fire-resistant, non-toxic, moisture-resistant and termite resistant, e.g. fiber cement board, light-gauge steel frame.
- b. Wet areas, e.g. toilets, and kitchen shall use non-skid/non-slip vitrified ceramic floor tiles.
- c. Heavy traffic areas, e.g. lobby, and corridor shall use non-skid granolithic or granite floor tiles or a higher type of floor material.
- d. Ramps and stairs shall use non-skid/non-slip floor tiles, materials as specified.
- e. Cement board of 3.5mm or 12 mm thk gypsum board with metal furring frames; full threaded support and hangers.
- f. 8mm diameter metal rod hangers with adjustable clips, and not galvanized iron wires, shall be used to support and suspend the aluminum T-runners and light gauge metal furring.

4.2 DESIGN PARAMETERS (STRUCTURAL/CIVIL WORKS)

4.2.1 Codes and Standards. The Civil/Structural Design shall be in accordance with the following Codes and Standards:

a. Codes

- a1. National Structural Code of the Philippines (NSCP) 2015, Volume I
- a2. National Building Code of the Philippines
- a3. Accessibility Law
- a4. Local Codes and Ordinances

b. Standard

- b1. American Concrete Institute (ACI)
- b2. American Society for Testing Materials (ASTM)
- b3. American Welding Society (AWS)
- b4. American Institute of Steel Construction (AISC)

c. Structural Design Criteria

- c1. The site shall be soil investigated to determine the actual soil bearing capacity.
 - c2. In summary, site suitability, conformity with structural code, shape and form subject to structural evaluation and monitoring shall be in effect.
- 4.2.2 The structural design shall consider the provision for the 3rd floor and roof deck expansion.

4.3 SANITARY/PLUMBING DESIGN PARAMETERS

- 4.3.1 Codes and Standards. The Sanitary/Plumbing Design shall be in accordance with the following Codes and Standards.

a. Codes

- a1. National Building Code of the Philippines
- a2. Fire Code of the Philippines
- a3. National Plumbing Code of the Philippines (NPCP)
- a3. Sanitation Code of the Philippines
- a4. Existing Local Codes and Ordinances

b. Standards

- b1. National Water Resources Board (NWRB)
- b2. National Plumbers Association of the Philippines (NAMPAP)
- b3. Philippine Society of Sanitary Engineers, Inc. (PSSE)

- 4.3.2 Building Facilities Sanitary/Plumbing System

- a. Waterline System. Provide complete water system. Complete with Pipes & Fittings and necessary accessories.

- 4.3.3 Summary of Materials

- a. Cold Waterline pipes; for buildings, Polypropylene Pn16/Pn20 Fusion Weld Pipes including Trims and Fittings (BPS Certified)
- b. Plumbing Fixtures including Trims, Fittings and accessories; (BPS Certified)

4.4 MECHANICAL WORKS DESIGN PARAMETERS

- 4.4.1 Codes and Standards. The Mechanical Design shall be in accordance with the following Codes and Standards.

a. Codes

- a1 National Building Code of the Philippines
- a2 New Fire Code of the Philippines
- a3 Mechanical Engineering Code of the Philippines (ME Code)

- a4 Existing Local Government Codes and Ordinances
- b. Standards
 - b1. Bureau of Product Standards (BPS) b2. Philippine National Standards (PNS)
 - b3. Underwriters Laboratory (UL) and Factory Mutual (FM) b4. International Electro Technical Commission (IEC) 1988 b5. National Fire Protection Association (NFPA)
 - b6. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE).

4.4.2 Ventilation and Air Conditioning System

- a. The Ventilation and Air Conditioning System shall be composed of complete plans and drawings of the following:
 - a1. General Notes, Legends and Symbols including Schematic Diagram of the Ventilation and Air Conditioning System.
 - a2. Floor Layout of the Ventilation and Air Conditioning System indicating the capacity and location of the air conditioners and fans.
 - a3. Duct layout indicating duct sizes, route and location of the dampers, diffusers, return air register, hangers and sway braces.
 - a4. Refrigerant piping layout indicating pipe sizes, location of valves, hangers and sway braces.
 - a5. Equipment Schedule and Details drawings of Air Conditioners and Ventilating System.
 - a5.1 Centralized air conditioning and Ventilation will be used only if feasible.
 - a5.2 Maintain an air change rate greater than or equal to 7-10 air changes per hour.
 - a5.3 Ceiling exhaust fans shall be provided in all toilets.

4.5 ELECTRICAL DESIGN PARAMETERS

4.5.1 Codes and Standards. The Electrical System Design Parameters shall be in accordance with the following Codes and Standards.

- a. Codes
 - a1. Latest Edition of Philippine Electrical Code a2. National Electrical Code
 - a3. New Fire Code of the Philippines
 - a4. National Building Code of the Philippines a5. Existing Local Codes and Ordinances
- b. Standards
 - b1. Bureau of Product Standards (BPS) b2. Underwriters Laboratory (UL)
 - b3. National Fire Protection Association
 - b4. International Electro-Mechanical Commission (IEC) b5. Illumination Engineering Society (IES)
 - b6. National Electrical Manufacturer's Association (NEMA)

4.5.2 Site Works. Based on the proposed project plan, complete Electrical Layout shall be provided with the following:

- a. Panel board Layout
- b. Electrical Devices
- c. Service Conductors and Conduit Layout
- d. Grounding System

4.5.3 Building Facilities Electrical System

- a. Lighting System. Provide and install adequate normal branch circuits for Lighting System to all areas using the standard Lighting Design Analysis. Utilize the standard Illumination requirements per area of concern using the preferred particular type of luminaires.
- b. Power System. Provide and install adequate normal branch circuits for the Power System.
- c. Standby/Emergency System. Provide and install adequate equipment, life safety and critical emergency branch circuits for lighting and utilization equipment connected to the alternate power source, to include that of a solar panel. Tapping point shall be within the perimeter of the project.
- d. Auxiliary System. Provide and install the following Auxiliary System for the whole building
 - d1. Communication System d1.1 Telephone System
 - d1.2 Local Area Network System in critical/selected areas d2. Fire Detection and Alarm System
- e. Provide Details of the following:
 - e1. Lighting Fixtures/Luminaires
 - e2. Panel board and Circuit Breakers e3. Electrical Equipment
 - e4. Power and Telephone Hand holes (as may require)
- f. Summary of Materials
 - f1. General Lighting Luminaires: Fixtures type shall be as indicated on the Lighting Layout Plan.
 - f1.1 Troffer luminaire in general areas
 - f1.2 Downlights and Pin lights shall be of heavy gauge spun aluminum equipped with lamp as indicated on the drawings.
 - f1.3 Other Special Lighting requirements shall be as approved by the implementing agency.
 - f2. Wiring Devices: Wiring devices shall be non-automatic control devices, the contact is guaranteed by the pressure of the special spiral springs.
 - f2.1 Switches shall be of 15A, 250V or 300V except as otherwise noted and approved. Terminals shall be screw- type or quick-connected type.
 - f2.2 General use receptacle shall be 15A, 240V grounding type unless otherwise indicated on the drawings.
 - f3. Panel boards and Circuit Breakers: The Panel board and Circuit Breakers shall be equipped with moulded-case circuit breakers and shall be the type as indicated in the panel board schedule and details.

- f3.1 Provide moulded-case circuit breakers of frame, trip rating and interrupting capacity as shown on the drawings. The circuit breakers shall be quick break, trip-indicating and shall have common trip on all multiple breakers with internal trip mechanism.
 - f3.2 All current-carrying parts of the panel boards shall be plated. Provide solid neutral (S/N) assembly when required. The assembly shall be isolated from the enclosure.
- f4. Electrical Conduits, Boxes and Fittings: All conduits, boxes and fittings shall be standard rigid steel, zinc coated or galvanized.
 - f4.1 Rigid Steel Conduits (RSC) f4.2 Rigid Metal Conduits (RMC)
 - f4.3 Intermediate Metal Conduits (IMC) f4.4 Electrical Metallic Tubing (EMT)
 - f4.5 Unplasticized Polyvinyl Chloride (uPVC) if required shall be schedule 40.
- f5. Conductors: Wires and cables shall be of the approved type and unless specified or indicated otherwise.
 - f5.1 The conductors used in the wiring system shall be of soft-annealed copper having a conductivity of not less than 98% of that of pure copper and insulated
 - f5.2 All conduits of convenience outlets and wire ways for lighting branch circuit homeruns shall be wired with a minimum of 3.5 mm square in size.
- f6. Fire Detection and Alarm System:
 - f6.1 The Fire Detection and Alarm System shall be zonal conventional fire detection
 - f6.2 Signaling system shall occur by manual pull station and fire detection shall be by automatic smoke or heat detector, sprinkler flow switch and tamper switch.

5.0 INSTALLATION AND WORKMANSHIP

- 5.1 The Key Personnel of the DBC shall be specialists highly skilled in their respective trades, performing all labor according to first-class standards. The DBC shall assign a full time Project Engineer/Architect at the jobsite during the construction of the project.
- 5.2 All works to be subcontracted shall be declared by the DBC in its Technical Proposal and shall be approved by PCA.
- 5.3 The DBC shall rectify, resubmit, and review any errors, omissions, inconsistencies, inadequacies or failure which do not comply with the requirements at its own cost. If the DBC wishes to modify any design or document which has been previously submitted, reviewed, and approved, the DBC shall notify the PCA within a reasonable period of time and shall shoulder the cost of such changes.

CONCEPTUAL DESIGN NARRATIVES

7.1 Project Narrative

Project Title: Design & Build Bid for the Construction of PHILCOA Business Center

Location: Philippine Coconut Authority, Diliman, Quezon City Rationale

The Philippine Coconut Authority is a government agency responsible in the promotion of rapid integrated development and growth of the coconut and other palm related industry in the country.

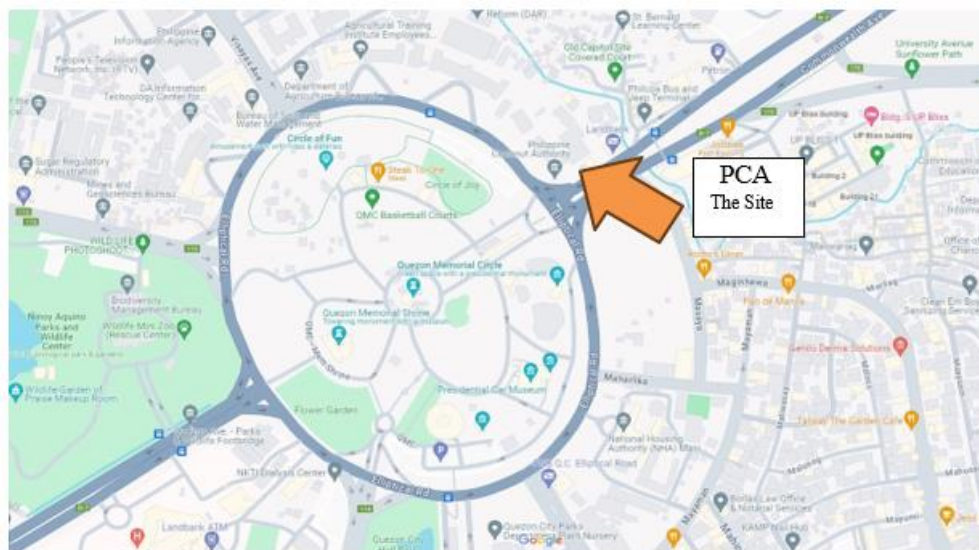
To be able to generate more projects related to the mission and vision of the agency, an income generating project (**IGP**) is deemed to aid, as an investment that will sustain and provide for the said purpose.

Project Objective:

The proposed building, a center for business and events, is envisioned to house trainings, seminars, occasions and the like. Particularly government seminars and trainings as conforming to government order of inter-agency support and patronization. It will cater the needs and will serve as a conducive and accessible venue for various events. The building will be an **IGP**, an investment where income will sustain and provide even more projects and services for the industry and for the benefit of the country itself.

Design Concept:

The Concept should be modern in line with current trends but also exhibit features that represent the PCA's legacy. It must display portions that gives the public an idea that it is a building built by and for the coconut industry. The entrance pavilion (from the road leading from the entrance gate of the PCA Compound) must be welcoming, with garden and dwarf coconut trees along with the high clearance of the building entrance. grandeur of the PCA. The building should have incremental setbacks on façade to allow light to penetrate up to the lowest level and for the air to properly circulate. Road Network to the Project Site.



QC Memorial Circle, Old Capitol Site, Diliman, Quezon City, Manila

7.2 Space Requirements/Components

Lower Ground

- Elevator Lobby
- Admin Office
- Materials Recovery Facility
- Main EE/TELCO Room
- STP Blower Room
- Pump Room
- Stairs
- Hallway
- Parking Slots
- Elevator Shaft
- Genset Room

Ground Floor Level

- Lobby
- Restaurants/Coffee Shop
- Dining area
- Meeting Room/s
- Business Center
- Counter area
- Kitchen
- Crew area
- Alfresco Dining
- Pasalubong Center
- Reception
- Hallway
- Male Toilet
- Female Toilet
- PWD Toilet
- Entrance Plaza
- EE/TELCO room
- Elevator Shaft
- Stairs
- Parking slots

Second Floor Level

- Function Hall/s
- Food and Beverage Preparation Room
- Male Toilet
- Female Toilet
- Lobby
- Stairs 1 & 2
- EE/TELCO Room
- Storage Room
- Elevator Shaft

Multipurpose Roof Deck

7.40 Indicative Conceptual Layout and Plans

NOTE: No specific plan layout and exterior design concept will be given to challenge the designers and push them in creating an envelope that truly represents PCA's mission and vision in the most unique manner.

7.41 Design Features

1. Incremental Setbacks – Building envelope with reducing perimeter dimensions as it goes up floors.
2. High Entrances – High Ceiling clearances on building entrance to create a feel of grandeur.
3. Energy Efficiency – With proper fenestration and setback for ample daytime illumination and ventilation of building interiors. The designer must also consider the future installation of Solar Panels.
4. Water Harvesting System – Designer must include a provision of Rain Water Harvesting System.
5. Landscape- An integral part of design that can cultivate the sense of tranquility and rest that may invite clients and customers to come again. The designer must use palm trees especially the one bred by the PCA to be planted on the specified designer's location on plan.
6. Colors - Colors should blend on the overall site context. The use of earth tone colors or light colors is preferred, except on entries where accent color or texture is fair.
7. Ramp – A Driveway Ramp will be installed connecting the main accessway (road leading from PCA main entrance gate) to lower-level parking, Ramp must be 2 lanes.

“The proposed business center will be an investment to be planted by PCA. Like a coconut tree, resilient, strong and valuable, to grow and grow fruitful in season. A symbol of PCA's growth over the years and its fruiting season, onto which the proposed project is the fruit.”

TERMS OF REFERENCE for the DESIGN and BUILD of TWO-STOREY PCA BUSINESS CENTER WITH ROOF DECK AND LOWER GROUND

1.0 PROJECT INFORMATION

1.1 The Project.

The Philippine Coconut Authority hereinafter referred to as *"the Procuring Entity"* has an allocated fund of P90M, being the Approved Budget for the Contract (ABC), as the cost for the Two-Storey PCA Business Center with Roof Deck and lower ground floor and hereinafter referred to as *"the project"* by way of Design and Build scheme.

1.2 Adoption of Annex "G"/IRR R.A. No. 9184.

The procurement of the Design - Build and Contract Implementation of the Project shall be governed by *Annex "G" Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects* of the Revised Implementing Rules and Regulations of R.A. No. 9184 and all applicable building codes, regulations, and Department Orders issued by DPWH.

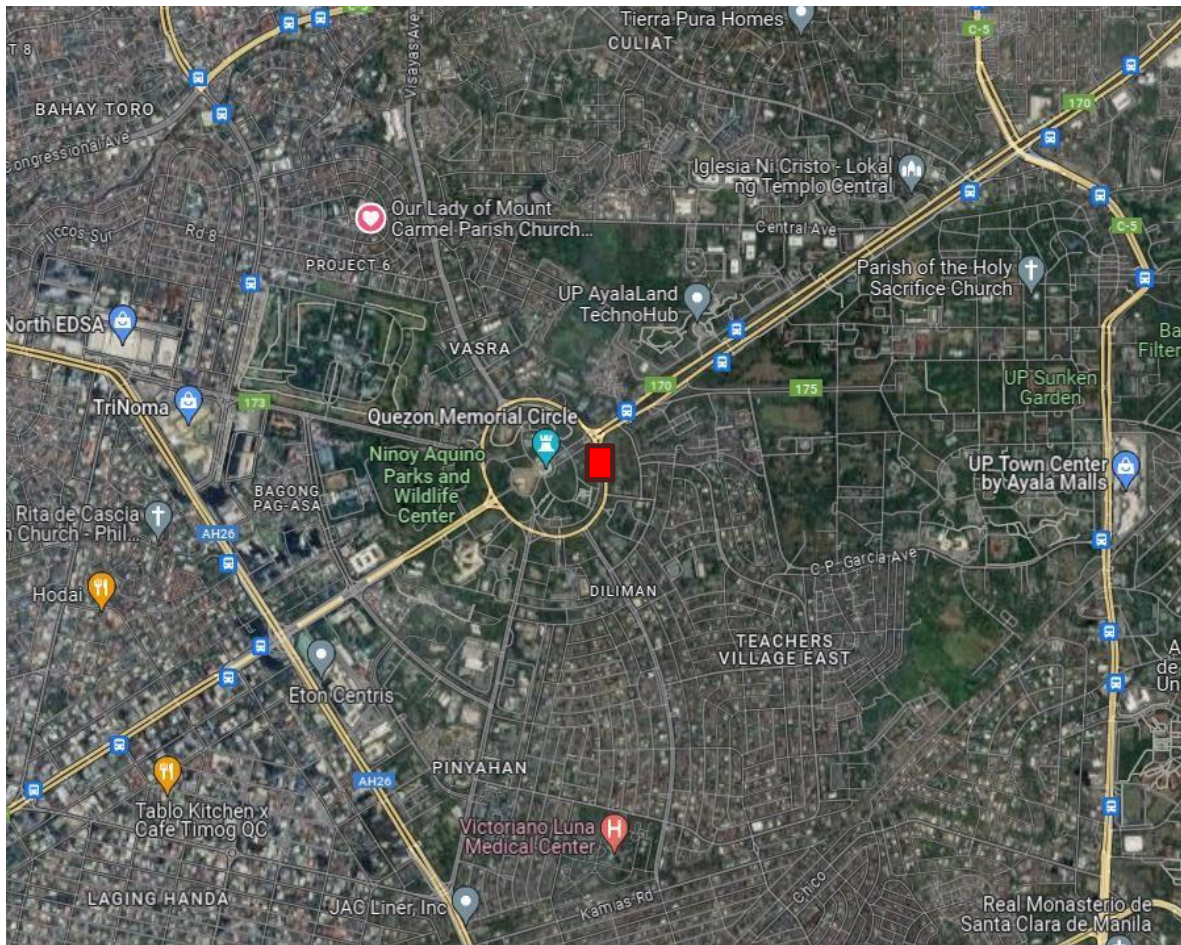
1.3 Qualifications of Bidders.

Bidders should possess the necessary qualification per the Bidding Documents, including Annex "G"/IRR R.A. No. 9184. Prospective bidders shall provide a multi-storey building structure's necessary architectural, engineering, and supervision capability.

1.4 Contractual Framework.

Annex "G"/IRR R.A. No. 9184 provides the guidelines for design and build procurement. Briefly, the contractual arrangement for the Project is the Design and Build scheme. Under this scheme, the Procuring Entity awards a single contract for the architectural and Engineering (A&E) design and construction to a single firm, partnership, corporation, joint venture, or consortium.

1.5 Location. The figure below shows the project location in a red block at Elliptical Road, Old Capitol Site, Diliman, QC, Manila.



1.6 Floor Area.

The Proposed PCA Business Center is a Two-storey building with roof deck with the following indicative floor area and construction floor area as shown below:

Floor Area and Construction Floor Area	
Lower Floor	About 450 sqm
Ground Floor	About 750 sqm
Second Floor	About 600 sqm
Roof Deck	About 150 sqm

Land Development Area (open parking, driveways, garden/landscape)	As per proposal
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2.0 Project Components. Table below shows the Project Component

Project Components	
Component	Particulars
Architectural and Engineering Designs	Complete plans, drawings, specifications, BOQ and cost estimates, construction management, progress reports, and claims for payments and completion reports
Site Civil Works	Site drainage/flood control, site stabilization sanitary works forming part of the civil site works, pavements, and RROW improvements as applicable / needed, including pavement markings, etc., with pertinent plans and designs prepared by a Registered and Licensed Civil Engineer
Architectural Works	Masonry, finishes, partitions, acoustics, lighting, moisture protection / thermal, glazing, wood/plastics, fenestrations (doors & windows), with pertinent plans and designs prepared by a Registered and Licensed Architect
Structural Works	Earthquake-proof and typhoon-proof building, with the pertinent plans and designs prepared by a Registered and Licensed Civil Engineer who specializes in structural design
Electrical Works	Electrical systems, including provision for generator set, Solar Panel Conduit with pertinent plans and designs prepared by a Registered and Licensed Professional Electrical Engineer
Mechanical Works	VAC, fire protection, and provision for passenger elevator with pertinent plans and designs prepared by a Registered and Licensed Professional Mechanical Engineer
Plumbing Works	Water Tanks and supply systems with pertinent plans and designs prepared by a Registered and Licensed Master Plumber
Sanitary Works	Sewage, Sanitary, and disposal systems with pertinent plans and designs prepared by a Registered and Licensed Sanitary Engineer
Electronics Works	Conceptualize, design, test, and oversee the installation of communications and electronic systems that includes vertical and horizontal LAN cabling, FDAS, public address, CCTV system, and provision for data center/server room with pertinent plans and designs prepared by a Registered and Licensed Professional Electronics Engineer

Concept Plans and Images. Section VII

NOTE: No specific plan layout and exterior design concept will be given to challenge the designers and push them in creating an envelope that truly represents PCA's mission and vision in the most unique manner.

3.0 SCOPE OF DESIGN AND BUILD CONTRACT AGREEMENT

3.1 General Activities. The Design-Build Contractor (DBC) shall conduct the following:

3.1.1 Conduct Architectural and Engineering (A&E) Survey

Annex "G" / IRR R.A. No. 9184 specifies that the DBC shall conduct the surveys in its Bid Proposal and present to PCA their results and findings, which would impact the detailed A&E designs of the Project. The DBC shall include the findings, recommendations, and effects on the Technical and Financial Components of its Bid Proposal in its report on the Conceptual Engineering Designs of the Project. The DBC shall be responsible for the accuracy and verification of data and compliance with policies in Annex "G":

a.) *"Section 13.2 The contractor shall be responsible for obtaining all necessary information as to risks, contingencies, and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the procuring entity to meet all regulatory approvals as specified in the contract documents."*

b.) *"Section 13.5 As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval."*

"Change Orders resulting from design errors, omissions or non-conformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the procuring entity."

c.) *"Section 13.9 The contractor shall provide all necessary equipment, personnel, instruments, documents, and others to carry out specified tests."*

d.) *"Section 13.11 The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty periods specified in Section 62.2.2 of the IRR-A."*

e.) DPWH Engineering Survey Guidelines

e.1) All surveys shall follow *Chapter II, Part I, Volume I, Survey and Investigation, DPWH Design Guidelines, Criteria and Standards, and Manual on Technical Requirements for Surveying and Investigation of Public Works and Highways Projects* provisions of existing laws, codes or Department Orders.

e.2) Topographic Survey shall be undertaken using an electronic total station or RTK GPS survey equipment or a combination of both to gather the precise position of existing waterways, drainage, structures, utilities, and other features as needed.

3.1.2 Preparation of the Conceptual and Pre-Detailed Engineering Designs (CED) for the Project Component.

The DBC shall prepare and submit to PCA the draft Conceptual Engineering Designs (CEDs) for each component. The CEDs shall conform to Section VI. Minimum Performance Specifications and Parameters. The DBC shall submit a report on the CED to PCA.

Building design shall conform to the provisions of the National Building Code of the Philippines (PD 1096), National Structural Code of the Philippines, Philippine Green Building Code, Accessibility Law (BP 344), Electrical Engineering Law (RA 7920), Mechanical Engineering Law (RA 5336), Plumbing Code (RA 1378, 1993-1994 Revisions), Code on Sanitation of the Philippines (PD 856), Fire Code (RA 9514) and other laws and regulations covering environmental concerns and local ordinances and regulations.

3.1.3 Preparation of the Revised Conceptual Engineering Design (RCEDs).

The DBC shall prepare and submit the Revised CEDs for each Project Component following the minutes of discussion with PCA. In addition, the DBC shall submit a report on the RCEDs for the issuance of a "Notice of No Objection" from the PCA following the minutes of discussion.

3.1.4 Preparation of the Detailed Engineering Design (DED) for Approval of PCA.

a.) After the Procuring Entity, PCA and DBC have agreed on the CEDs, the DBC shall adopt a format acceptable to PCA for its report.

b.) Guidelines under Annex "G"/IRR RA No. 9184 defines the following;

b.1) "Section 8. Detailed Engineering Requirements provide –

"8.1 Upon award of the design and build contract, the winning bidder shall be responsible for the preparation and submission of all necessary detailed engineering investigations, surveys and designs in accordance with the provisions of Annex "A" of this IRR, (with the exception of the bid documents and the ABC)."

"8.2 The procuring entity shall ensure that all necessary schedules with regard to the submission, confirmation, and approval of the detailed engineering design and the details of the construction methods and procedures shall be included in the contract documents."

"8.3 The procuring entity shall review, order rectification, and approve or disapprove – for implementation only – the submitted plans within these schedules. All instructions for rectification shall be in writing stating the reasons for such rectification. The design and build Contractor shall be solely responsible for the integrity of the detailed engineering design and the performance of the structure irrespective of the approval/confirmation by the procuring entity."

c.) Contractor's Responsibility. The data and information in the Bidding Documents are for reference only. The Procuring Entity does not guarantee that these data are entirely correct, up to date, and applicable to the Project.

The Contractor is responsible for the accuracy and applicability of all data used in its design and build proposal and services as stated in Section 7, Annex "G"/IRR R.A. No. 9184.

3.2 Scope of Construction. The DBC shall fully undertake the Construction Works for all Project components.

3.2.1 The DBC shall implement the construction of the Project in accordance with its Bid Proposal and any modifications which may be agreed upon during the discussion on Conceptual Engineering Designs (CEDs) as officially recorded in the Minutes of Discussion with PCA and final Detailed Engineering Designs approved by PCA.

3.2.2 The DBC shall undertake the construction of the Project in accordance with Section VI. Minimum Performance Standards and Parameters and the DPWH Blue Book, Volume II.

4.0 PRELIMINARY STUDIES AND DESIGN ACTIVITIES

The DBC shall conduct and/or undertake the following:

4.1 Site Inspection and Survey

4.1.1 Reconnaissance shall include ocular inspection of the project site and its surrounding area.

4.1.2 The lot area shall be subject to a preliminary detailed engineering survey.

4.1.3 The survey shall determine the area, topography, contours, elevation, and surveys of existing trees at the project site.

4.1.4 Soil investigation shall include the testing and analyses of soil samples and soil boring tests of five boreholes at 25 m. maximum depth or until hard strata are reached, geotechnical reports to determine load-bearing capacity and other relevant physical properties needed before production of construction drawings

4.2 Conceptual Design

4.2.1 The floor plan of the PCA Business Center, as described in Section VII. Conceptual Designs Drawings are not included so as to free the designers from any existing concepts forcing the creation of a unique concept for PCA's building. Bidders must present their respective design perspective images of the Project in its approach

and work plan as part of the Bid Proposal based on Section VIII. Terms of Reference and Section VI. Minimum Performance Standards and Specifications.

4.2.2 Cost estimates following Bid Forms in Envelope No. 2.

4.3 Detailed Architectural and Engineering Design Services

4.3.1 Prepare from the approved conceptual design, schematic or design development drawings, and design parameters, including any revisions and refinements as approved and required by the PCA; including but not limited to:

- a. Detailed Architectural Plans
- b. Detailed Structural Design Analysis and Plans for Progressive Type ideal up to the sixth floor
- c. Detailed Electrical Plans and Electrical Design Analysis
- d. Detailed Sanitary and Plumbing Plans
- e. Detailed Mechanical Plans
- f. Detailed Communications Network
- g. General Notes and Technical Specifications describe the type and quality of materials and equipment to be used, the manner of construction, and the general conditions under which the Project is to be constructed.
- h. Bill of Quantities, Detailed Cost Estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals;
- i. Complete construction drawings for the work required for the architectural, structural, civil, electrical, plumbing/sanitary, mechanical, and other service-connected equipment, utilities, site planning aspects, related works, and the site development plan of the Project's immediate environs.

4.3.2 Prepare the scope of work for construction.

4.3.3 Coordinate and present the status of the design phase to PCA.

4.3.4 Periodically coordinate and present the status of the design phase to PCA.

4.3.5 All drawings included in the contract documents should be drawn using AutoCAD software and plotted on a 20" x 30" sheet. All other textual submittals shall be printed and ring-bound on A4-sized sheets.

4.3.6 Design components shall be designed in coordination with the agencies concerned [e.g., MERALCO, water and sewage companies].

4.3.7 Partial and earlier submission of the construction drawings, such as those affecting the preliminary stages of construction [site works, the foundation works, etc.], shall be allowed. After the Procuring Entity issues a "Notice of No Objection" to the Detailed Engineering Plans, the DBC may immediately proceed with the Construction Phase provided all necessary Pre-Construction tasks have been accomplished

4.4 Construction Services

4.4.1 Pre-Construction Phase

- a.) Secure all necessary building permits before construction. All incidental fees shall be included in the cost estimate of the building;
- b.) Preparation of the PERT-CPM, Bar Chart, S-Curve, Cash flow Schedule, Manpower and Equipment Utilization Schedule of the construction phase;
- c.) Provide all other necessary documents that the Client shall require;
- d.) Prepare Construction Safety and Health Program.

4.4.2 Construction Phase

- a.) Implement all works indicated in the approved construction drawings and documents. All revisions and deviations from the approved plans, especially if it will impact the overall cost of the Project, shall be subject to approval;
- b.) Provide soil filling, grading, and other soil protection measures for the building and other elements of the site, in response to the results of soil testing and materials testing;
- c.) Construct the building and other necessary structures, complete with utilities and finishes, resulting in operable and usable structures;
- d.) Construct sidewalks and curb cutouts, paving, driveways, parking slots, and walkways within the project site;
- e.) Provide protection or relocation of existing trees affected by construction [if any];
- f.) Preparation of shop drawings for approval;
- g.) Coordinate with the PCA regarding the scheduling of delivery and installation of all owner-furnished materials and equipment during construction;
- h.) Conduct all necessary tests and issue reports of results;
- i.) Rectification of punch-listing works to be inspected and issued by the PCA;
- j.) Provide all other necessary documents that shall be required by the PCA;

4.4.3 Post Construction Phase

- a.) Preparation of as-built plans;
- b.) Turn-over of all manuals, certificates, and warranties of installed items; and
- c.) Provide all other necessary documents that PCA shall require;
- d.) Occupancy Permit

5.0 APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract (ABC) is Ninety Million Pesos (*PHP 90,000,000.00*). This is the ceiling for eligible, acceptable bids for all works. The bidder shall submit only one total cost for all works. Bids higher than the ABC shall be automatically rejected following Annex "G" of the Revised Implementing Rules and Regulations of R.A. 9184, otherwise known as the "government Procurements Reform Act."

6.0 CONTRACT DURATION AND IMPLEMENTATION SCHEDULE

6.1 Contract Duration. The Contract Duration is Three Hundred Thirty (330) Days and shall commence from

the date of the issuance of the Notice to Proceed (NTP).

7.0 CONTRACT IMPLEMENTATION

The implementation of the Two-Storey PCA Business Center with Roof Deck shall comply with Annex "E" *Contract Implementation Guidelines for The Procurement of Infrastructure Projects* and Annex "G"/ IRR R.A. No. 9184 with reference to the following provisions:

- 7.1 No works shall commence unless the Contractor has submitted the prescribed detailed design drawings as requirements for the Building Permit and PCA has given written approval. Work execution shall be in accordance with reviewed and approved documents.
- 7.2 The DBC shall be responsible for obtaining all necessary information about risks, contingencies, and other circumstances that may affect the works and shall prepare and submit all necessary documents specified by the concerned Building Official to meet all regulatory approvals as specified in the contract documents.
- 7.3 The DBC shall submit a detailed program of works after the issuance of the Notice to Proceed for approval by the procuring entity that shall include, among others:
 - 7.3.1 The order in which it intends to carry out the work, including anticipated timing for each stage of design/detailed engineering and construction;
 - 7.3.2 Periods for review of specific outputs and any other submissions and approvals;
 - 7.3.3 A sequence of timing for inspection and tests;
 - 7.3.4 General description of the design and construction methods to be adopted;
 - 7.3.5 Number and names of personnel to be assigned for each stage of the work;
 - 7.3.6 List of equipment required on-site for each stage of the work; and
 - 7.3.7 Description of the quality control system to be utilized for the Project.
- 7.4 Any errors, omissions, inconsistencies, inadequacies, or failures submitted by the Contractor that does not comply with the requirements shall be rectified, resubmitted, and reviewed at the Contractor's cost. If the Contractor wishes to modify and design or document previously submitted, reviewed, and approved, the Contractor shall notify the PCA within a reasonable period and shoulder the cost of such changes.
- 7.5 As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents before contract signing and approval. The following guidelines shall govern approval for change or variation orders:
 - 7.5.1 Change Orders resulting from design errors, omissions, or non-conformance with the performance specifications and parameters and the contract documents by the Contractor shall be implemented by the Contractor at no additional cost to the PCA.
 - 7.5.2 Provided that the DBC suffers delay and/or incurs costs due to changes or errors in the PCA performance specifications and parameters, the Contractor shall be entitled to either the following:
 - A. An extension of time for any such delays under Section 10 of Annex "E" of IRR (RA 9184); or
 - B. Payment for such costs as specified in the contract documents, provided that the cumulative amount of the variation order does not exceed ten percent (10%) of the

- original project cost.
- 7.5.3 The contract documents shall include the manner and schedule of payment specifying the estimated contract amount and installments in which the contract will be paid.
 - 7.5.4 The Contractor shall be entitled to advance payment subject to the provisions of Section 4 of Annex "E", IRR (RA 9184).
 - 7.5.5 The Contractor shall provide all necessary equipment, personnel, instruments, documents, and others to conduct specified tests.
 - 7.5.6 This design and build project shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided in the contract documents. This is without prejudice to the liabilities imposed upon the engineer/architect who drew up the plans and specifications for the building sanctioned under Section 1723 of the New Civil Code of the Philippines.
 - 7.5.7 The DBC shall be held liable for design and structural defects and/or failure of the completed Project within the warranty period of 15 years for permanent structures/buildings as specified in Section 62.2.3.2 of the IRR (RA 9184)

8.0 OBLIGATIONS OF THE PROCURING ENTITY

In general, the Procuring Entity shall:

- 8.1 Provide available data to the DBC. The Procuring Entity informs that data and information in the Bidding Documents are for reference and does not guarantee that these are entirely correct, up to date, and applicable to the Project. The DBC is responsible for the accuracy and applicability of all data, including the above, that it would use in its design and build proposal and services, as provided in Annex "G" specifies that the data are for reference only;
- 8.2 Acquire road right of way;
- 8.3 Approve the Contractor's design without diminishing its sole full responsibility for the quality and integrity thereof as DBC;
- 8.4 Monitor the implementation of the projects in coordination;
- 8.5 Pay the Contractor's submitted accomplishment accepted in conformity with the payment schedule in the approved build contract; in accordance with the designs approved by the Procuring Entity and government accounting and auditing rules and regulations;
- 8.6 Designate an on-site Representative for the Project; and
- 8.7 Perform other responsibilities as may be specified in the contract agreement.

9.0 OBLIGATIONS OF THE DESIGN AND BUILD CONTRACTOR [DBC]

The DBC shall:

- 9.1 Certify that it has inspected and examined the proposed project site, its surroundings, and existing infrastructure and facilities related to the execution of the work and has obtained all the pieces of information that are considered necessary for the proper implementation of the work covered in the Bidding Documents;

- 9.2 Ensure that all works at the stages of design, construction, restoration of affected areas, and testing and commissioning shall be carried out efficiently and effectively;
- 9.3 Provide the PCA with complete reports such as technical analysis, maps, and details regarding the existing conditions and proposed improvements within site;
- 9.4 Be accountable for accidents that might occur during the execution of the Project and install warning signs and barriers in accordance with Department of Labor and Employment (DOLE) guidelines and construction safety procedures in the Bidding Documents for the safety of the general public and the avoidance of any accidents;
- 9.5 Be professionally liable for the design and shall submit all its basic designs, plans and as part of its Technical Proposal using Bid Forms and Qualification Information. The Contractor shall be liable for design and structural defects and/or failure of completed projects within the period specified in IRR/R.A. No. 9184;
- 9.6 Implement designs, plans, and drawings in accordance with Annex 2 Minimum Performance Standards and Specifications [MPSP] approved by DILG; and submit basic architectural plans as required in its Approach and Methodology, Bid Forms and Qualification Information.
- 9.7 Implement Flood Mitigating Measures as proposed in the Geo-Hazard Certifications issued by the DENR.
- 9.8 Perform other responsibilities in the contract agreement.

10.0 PROJECT DELIVERABLES OF THE DESIGN AND BUILD CONTRACTOR

The following submittals and accomplished documents shall be duly completed and turned over by the DESIGN & BUILD CONTRACTOR for the Project:

10.1 Pre-Design Phase

- 10.1.1 Reconnaissance Report
- 10.1.2 Survey Sketch Plans [with technical description]
- 10.1.3 Site survey, topographic survey, geotechnical report, and all other pertinent data related to the conditions of the project site
- 10.1.4 Preliminary Architectural and Engineering designs and layouts
- 10.1.5 Outline specifications and cost estimates.

10.2 Design Phase

- 10.2.1 Construction plans [signed and sealed] that include Architectural, Civil, Structural, Electrical, Mechanical, Communications Network Layout, Fire Protection, and Plumbing plans [8 sets hardcopy and 1 softcopy]
- 10.2.2 Technical Specifications [8 sets hardcopy and 1 softcopy]
- 10.2.3 Detailed Cost Estimate [8 sets hardcopy and 1 softcopy]
- 10.2.4 Bill of Quantities [8 sets hardcopy and 1 softcopy]
- 10.2.5 Documents required for securing the Building Permit
- 10.2.6 Drawings and reports that PCA may need for the periodic update concerning the status of the design phase.

10.3 Construction Phase

- 10.3.1 Monthly Progress Reports
- 10.3.2 As-built plans [4 sets hardcopy and 1 softcopy]
- 10.3.3 All necessary permits [Fees shall be included in the contract]
- 10.3.4 Shop drawings
- 10.3.5 PERT-CPM
- 10.3.6 Test results
- 10.3.7 Guarantees, warranties, and other certificates
- 10.3.8 Fire and Safety Compliance and Commissioning Report [FSCCR] and Fire Safety Maintenance Report [FSMR]
- 10.3.9 Certificate of Occupancy
- 10.3.10 All other documents necessary in line with the construction as may be required by PCA

11.0 WARRANTY PERIOD

The Contractor shall guarantee the completed Works against structural defects and failure for its satisfactory performance vis-à-vis the prescribed minimum performance specifications during the structure's lifetime. For this purpose, the Contractor shall post warranty security in a form of a surety bond, callable on demand issued by a reputable institution, and based on the prescribed percentage of the contract price provided in the Bidding Documents.

12.0 SUBMISSION AND RECEIPT OF BIDS

12.1 In the submission of bids, the first envelope (Technical Proposal) shall contain all the required documents for infrastructure projects under Section 25.2(b) of the IRR of R.A 9184 and the following additional documents:

1. Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring entity;
2. Design and construction methods;
3. List of design and construction personnel to be assigned to the contract to be bid, with their complete qualification and experience data; and
4. Value engineering analysis of design and construction method.

12.2 The second envelope (Financial Proposal) shall contain all the required documents for infrastructure projects under Section 25.3 of the IRR of R.A 9184 and the following additional documents:

1. Lump-sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid form;
2. Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rental used in coming up with the bid; and
3. Cash flow by the quarter and payments schedule.

13.0 PROCEDURE AND CRITERIA FOR BID EVALUATION

13.1 Two-Step Evaluation Procedure in Annex "G" / IRR RA 9184.

For the detailed evaluation of the design and build proposals a two-step procedure shall be adopted by the BAC, which may be undertaken with the assistance of the DBC.

13.1.1 First-Step Procedure

a.) Eligibility Checklist and Detailed Review of Bidder's Compliance with Qualification Information

- a.1) The first activity of the evaluation involves the compliance of a Bidder in the submission of the Checklist of Eligibility Requirements using a non-discretionary "Pass/Fail" criteria. Only those Bidders who pass the checklist shall be eligible for the second activity.
- a.2) The second activity involves a detailed review and checking of the completeness, sufficiency, and compliance of a Bidder's Class "A" Requirements, including Experience in Similar Design and Build Projects with at least 50% of the ABC; and Class "B" Requirements including Bidder's Joint Venture/Consortium with a Contractor or Design Entity with at least one completed Design and Build Project with applicable criteria in cost of Project or design.
A Bidder who fails to meet any of the requirements at any stage in the Checklist and Detailed Evaluation shall no longer qualify for the evaluation of the remaining requirements and shall be disqualified.

b.) Technical Evaluation of Design and Build Bid Requirements.

A Bidder shall be evaluated based on compliance and submission of the technical requirements in Bid Forms and Qualification Information for Design and Build using a non-discretionary "Pass/Fail" and a Point- System as follows:

Sub-Criterion and Characteristics	Maximum Points
on Approach	80
1. <u>Clarity</u> – quality of narrative description of methodology plan in the submitted TPF3	20
a. The description discussed fully all aspects of the Design Services in TPF3.	(7)
b. The work plan is described in proper order of work activities in TPF3.	(7)
c. There are no significant errors and irrelevant discussions in TPF3	(6)
2. <u>Do ability</u> of work plan	30
a. The proposed team includes all required key personnel, and the tasks of each key personnel are clearly defined in TPF4 (Team Composition and Tasks)	(6)
b. The work activities are achievable and given in logical sequence in TPF6 (Activity Work Schedule)	(7)
c. The assignment of personnel. (Time Schedule of Proposed Professional Staff is consistent with the work activities in TPF6 (Activity Work Schedule)	(7)

d.The qualification of the key personnel with corresponding letter of commitment to work for the project TPF5	(10)
3. Innovativeness – adoption of quality standards or new technology or tools of approach	10
a.There is innovation with discussion on how the methodology will enhance the quality of work outputs and ensure the timely completion of the Design Services in TPF3 (Description of the Methodology and Work Plan)	(5)
b. The methodology completely describes the technology and tools to be used in TPF3.	(5)
4. Comprehensiveness – completeness and adequate level of detail of the work plan as to how the Design Services shall be carried out in the MPSS	20
a.All works required in the Design are sufficiently covered in TPF6 (Activity Work Schedule)	(5)
b. All of the required key personnel are covered in TPF4 (Team Composition and Tasks)	(5)
c.There is a clear presentation of interdependency of work activities, such as PERT/CPM, as shown in TPF6 (Activity Work Schedule)	(5)
d. The work plan integrates interactions among the bidder, concerned PCA offices, LGUs, and other government offices, in the Description of the Methodology and Work Plan, and/or TPF6 (Activity Work Schedule)	(5)
Interpretation of the Project Problems, Risks and Suggested Solutions	20
1. <u>Interpretation</u> of problems and risk that may be encountered in performing the Design Services.	10
a. There is a clear discussion on possible problems and risks based on the actual site inspection.	(10)
<u>Appropriateness</u> or do ability of suggested solutions to the problems and risks.	10
a. The suggested solutions are responsive to the problems and practicable, as stated in TPF2 - Comments and Suggestions of designer in the MPSS provided by the Procuring Entity.	(5)
b. There is clear discussion on how the proposed solutions shall be carried out in TPF2 and TPF3.	(5)
Grand Total	100

C. Quality of personnel to be assigned to the project which covers suitability of key staff to perform the duties of the particular assignments and general qualifications and competence, including education and training of the key staff. For this purpose, the bidder must meet the following minimum requirements for education and experience of the key personnel:

1. Education – Specified relevant Bachelor’s Degree as minimum requirement
2. Experience – Minimum Years of Service

i. Required Minimum Years of Services of Key Personnel

Position	Required Minimum Years of experience	Required Minimum Years of Total (Similar + Related) Experience
A. Design Personnel		
Design Manager	4	6
Other Key Design Personnel	2	4
B. Construction Personnel		
Project Manager	4	6
Other Key Construction Personnel	2	4

Similar experience means design and build experience in the same position and/or in the same/similar project category. Total experience means total design/construction experience regardless of position or project category. The BAC shall also rate the bidder on this criterion on a “pass/fail” basis.

All bidders that pass all of the Technical Evaluation criteria under Section 13.1.1 a and b shall be considered on equal footing. No bonus points shall be given to a bidder that submits a Conceptual Design and Methodology that exceeds the requirements of the MPSS or key personnel whose education and experience exceed the minimum required.

13.1.1 Second-Step Procedure

- a) Only those bids that passed the above criteria shall be subjected to the second step of evaluation. The Procuring Entity shall inform the results, and Eligible Bidders shall be notified.
- b) The BAC shall open the Financial Proposal of each "Passed" eligible bidder in the presence of the Bidder's Authorized Representatives and shall read out the process. The "As Read" financial bids shall be ranked, in ascending order, from lowest to highest.
- c) The BAC shall automatically disqualify any total

calculated bid prices exceeding the ABC.

- d) The BAC shall review the bid process of eligible Bidders and determine the Lowest Calculated Bid [LCB].

OTHER REQUIREMENTS:

The bidder shall submit a Construction safety and health program approved by the Department of Labor and Employment upon award.

Conforme:

Authorized Bidder's Representative
(Printed name and signature)

Date

Note: Each page of this Terms of Reference shall be initialed by the Bidder's authorized representative

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, design/design and build related contracts; **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) PCAB License: General Building Medium A with License Category B;
- ☐ (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. Curriculum vitae of key staff, partners or principal (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 using **TPF 5**.
 - c. Valid licenses issued by the Professional Regulatory Commission (PRC) for design professionals.
 - a. 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**
 - b. construction schedule and S-curve or PERT/CPM using **TPF 6**.
 - c. manpower schedule using **TPF 7** and Team Composition and Task using **TPF 4**.
 - d. equipment/tools utilization schedule
 - e. Construction Methodology using **TPF 3**.
 - f. Comments and suggestions of consultant on the terms of reference and on data, services, and facilities to be provided by the procuring entity using **TPF 2**
 - g. Certificate of site inspection of the project site issued by PCA
- ☐ (c) Duly signed/conformed with the Technical Specifications/Terms of Reference
- ☐ (d) The Certificate of Filing or Non-Filing of Cases
- ☐ (e) 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

- ☐ (f) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- ☐ (g) 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

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

Other documentary requirements under RA No. 9184

- ☐ (i) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (j) 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**
- ☐ (k) Cash Flow by Quarter.

Section X. Bidding Forms

Bid Form for the Procurement of Infrastructure Projects
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

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

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

of issued GPPB guidelines¹ for this purpose;

- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

¹ currently based on GPPB Resolution No. 09-2020

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

Bidder's Representative/Authorized Signatory

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 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. _____

Page _____

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* This form will not apply for WB funded projects. Bank Guarantee Form for Advance Payment

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

Date of the Contract	Contracting Party	Name of Contract	Kinds of Goods	Amount of Contract (adjusted to current prices, if necessary)	Date of Delivery / End-user's Acceptance	Date of Official Receipt

Name and Signature of Authorized Representative
Date

*Instructions:

- a) Cut-off date: the day **before the deadline of** submission of bids.
- b) In the column under “Dates”, indicate the dates of Delivery/End-user’s Acceptance and Official Receipt. (Attach certified copies)
- c) **“Name of Contract”**. Indicate the Nature/Scope of the Contract to determine the relevance of the entry with the Procurement at hand. *Example: “Supply and Delivery of Generator Set”*
- d) Per ITB clause 12.1.a (ii.7) amount of completed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary for the purpose of meeting the SLCC requirement
- e) The SLCC must be supported with the following: NOA, Contract Agreement, NTP, Certificate of Completion or Official Receipt (OR) of the completed contracts

STATEMENT OF: (I) ONGOING CONTRACTS AND; (II) AWARDED BUT NOT YET STARTED
DESIGN/DESIGN AND BUILD RELATED CONTRACTS

[illegible]

*Instructions:

- a) State here all government and private contracts which may be **similar or not similar** to the project called for bidding as of: **The day before the deadline of** submission of bids.
- b) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- c) **“Name of Contract”**. Indicate here the Nature/Scope of the Contract for easier tracking of the entries/representations. *Example: “Supply and Delivery of Generator Set”*
- d) *The list of ongoing contracts must be supported with a Notice of Award/Purchase Order or Contract Agreements or Notice to Proceed*

Joint Venture Agreement

KNOW ALL MEN BY THESE PRESENTS:

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this ____ day of _____ 20__ at _____ City, Philippines by and among:

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, hereinafter referred to as "_____";
- and -

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, hereinafter referred to as "_____";
- and -

_____ a foreign corporation organized and existing under and by virtue of the laws of _____, represented by its _____, hereinafter referred to as "_____";

(Henceforth collectively referred to as the "**Parties**")

WITNESSETH: That

WHEREAS, the Philippine Coconut Authority (PCA) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of _____ for the _____;

WHEREAS, the parties have agreed to pool their resources together to form the "_____ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PS-DBM;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

ARTICLE I
ORGANIZATION OF THE JOINT VENTURE

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is “_____”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at _____;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _____ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PCA and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PCA, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination.

ARTICLE II
PURPOSE

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the PCA Bids and Awards Committee for the supply and delivery of _____ for the _____.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PCA, and such other incidental activities necessary for the completion of its contractual obligations.

ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS

SECTION 1. Contribution – The Parties shall contribute the amount of _____ (Php _____) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	P	<u>.00</u>
TOTAL		-	<u>P .00</u>

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, _____ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PCA in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the _____, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.
PROVINCE OF (in the case of Municipality _____)

BEFORE ME, a Notary Public for and in the City/Municipality of _____ (indicate also the Province in the case of Municipality _____), this _____ day of _____ (month & year) _____ personally appeared the following:

Name

ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. _____

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TPF 2. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Procuring Entity:

- 1.
- 2.
- 3.
- 4.
- 5.

TPF 3. Description of the Construction Methodology and Work Plan for Performing the Project

TPF 4. Team Composition and Task

1. Technical/Managerial Staff		
Name	Position	Task

Name	Position	Task

2. Support Staff		
Name	Position	Task

Name	Position	Task

- 3 Where applicable, indicate relationships among the Consultant and any partner and/or subconsultant, the Procuring Entity, the Funding Source and other parties or stakeholders.

--

TPF 5. Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Commitment:

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

[Signature of staff member and authorized representative of the firm] Date: _____
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

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 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 ____.

TPF 6. Activity (Work) Schedule

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of project.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

TPF 7. Time Schedule for Professional Personnel

			Months (in the Form of a Bar Chart)												
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____
 Reports Due: _____
 Activities Duration: _____
 Location: _____

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____

NAME OF PROJECT

PUBLIC BIDDING No. _____

Approved Budget for the Contract: ₱ _____

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY

(Please show figures at how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is Philippine Pesos _____ (₱ _____) which is at least equal to the total ceiling price we are bidding. The amount is computed as follow:

NFCC = [(Current Assets minus Current Liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

$$\text{NFCC} = [(\text{CA-CL}) (15)] - C$$

Issued this _____ day of _____, 20____.

Name & Signature of Authorized Representative

Position

Date

Notes:

1. **For Local Company:** The Value of the bidder's current assets and current liabilities must be based on the date submitted to the BIR, through its Electronic Filing and Payment System
2. The value of all outstanding or uncompleted contracts refers to those listed per statements submitted.
3. The detailed computation using the required formula must be shown.
4. The NFCC computation must be at least equal to the ABC of the project.

CERTIFICATE OF FILING OR NON-FILING OF CASES

I/We. _____, of legal age, after having been duly sworn in accordance with law, hereby depose and state that:

1. I/We am/are the bidder/s in the project: _____
for the Philippine Coconut Authority (PCA) as the procuring entity;

2. I/We

☐ have NOT commenced

☐ have commenced (Specify details of the case/complaint: _____)

action or proceeding in relation to projects/items similar in nature to the project bidden herein;

3. If yes in No. 2, I/We have

☐ NOT applied for

☐ applied for

a Temporary Restraining Order/Writ of Preliminary Injunction against any government procurement agency/ies, including its directors, officers or employees in any court/tribunal, forum/agency, including the Office of the Ombudsman or Office of the President relative to the above;

4. I have read the contents herein and state the above are true and correct and of my personal knowledge; and

5. Should we file a similar action of TRO/injunction in any tribunal/forum, we shall inform the Bids and Awards Committee of PCA within three (3) days from filing thereof.

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of _____. 20__ at _____, affiant exhibiting to me his/her _____ issued on _____ at _____.

Doc.

Page _____

Book _____

Series of _____

Guide on Sealing and Marking of Bids

1. Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.
2. Bids shall be enclosed in one (1) sealed envelope properly marked and signed.
3. All bids/proposals shall be bound or fastened with labels. Using clips is strongly discouraged.

