

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

REPAIR AND RENOVATION OF VARIOUS FACILITIES AT PCA CENTRAL OFFICE

Philippine Coconut Authority



[Public Bidding No. 19-2024]

**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

REPAIR AND RENOVATION OF VARIOUS FACILITIES AT PCA CENTRAL OFFICE

PUBLIC BIDDING NO. 19-2024
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 Repair and Renovation of Various Facilities at PCA Central Office 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 | REPAIR AND RENOVATION OF VARIOUS FACILITIES AT PCA CENTRAL OFFICE | 10,940,000.00 | 10,940,000.00 | 2023 Operating Revenue | 25,000.00 | 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; 10:00am |
| Deadline for submission and Opening of Bids | - November 5, 2024; 10:00am |
| 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 **Repair and Renovation of Various Facilities at PCA Central Office**, with Project Identification Number **19-2024**.

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>Construction and Repair and Renovation of Buildings</i> | | | | | | | | | | | | | | | | | | |
| 7.1 | Subcontracting is not Allowed | | | | | | | | | | | | | | | | | | |
| 10.3 | PCAB License: General Building Small B with License Category of at least C & D. | | | | | | | | | | | | | | | | | | |
| 10.4 | The key personnel must meet the required minimum years of experience set below: <table><tr><th>Key Personnel</th><th>General Experience</th><th>Relevant Experience</th></tr><tr><td>Foreman</td><td>At least 3 years</td><td>At least 3 years</td></tr><tr><td>Electrician</td><td>At least 2 years</td><td>At least 2 years</td></tr><tr><td>Plumber</td><td>At least 2 years</td><td>At least 2 years</td></tr><tr><td>Painter Lead Man</td><td>At least 2 years</td><td>At least 2 years</td></tr><tr><td>Tile Setter</td><td>At least 2 years</td><td>At least 2 years</td></tr></table> | Key Personnel | General Experience | Relevant Experience | Foreman | At least 3 years | At least 3 years | Electrician | At least 2 years | At least 2 years | Plumber | At least 2 years | At least 2 years | Painter Lead Man | At least 2 years | At least 2 years | Tile Setter | At least 2 years | At least 2 years |
| Key Personnel | General Experience | Relevant Experience | | | | | | | | | | | | | | | | | |
| Foreman | At least 3 years | At least 3 years | | | | | | | | | | | | | | | | | |
| Electrician | At least 2 years | At least 2 years | | | | | | | | | | | | | | | | | |
| Plumber | At least 2 years | At least 2 years | | | | | | | | | | | | | | | | | |
| Painter Lead Man | At least 2 years | At least 2 years | | | | | | | | | | | | | | | | | |
| Tile Setter | At least 2 years | At least 2 years | | | | | | | | | | | | | | | | | |
| 10.5 | The minimum major equipment requirements are the following: <table><tr><th>Equipment/Tools</th><th>Capacity</th><th>Number of Units</th></tr><tr><td>Electric drill</td><td>At least 500 watts</td><td>2</td></tr><tr><td>Electric Grinder</td><td>At least 1,500 watts</td><td>2</td></tr></table> | Equipment/Tools | Capacity | Number of Units | Electric drill | At least 500 watts | 2 | Electric Grinder | At least 1,500 watts | 2 | | | | | | | | | |
| Equipment/Tools | Capacity | Number of Units | | | | | | | | | | | | | | | | | |
| Electric drill | At least 500 watts | 2 | | | | | | | | | | | | | | | | | |
| Electric Grinder | At least 1,500 watts | 2 | | | | | | | | | | | | | | | | | |
| 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: 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 b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond. | | | | | | | | | | | | | | | | | | |
| 19.2 | Partial bids are not allowed. | | | | | | | | | | | | | | | | | | |
| 20 | No further instruction. | | | | | | | | | | | | | | | | | | |
| 21 | Additional contract documents relevant to the Project that is required by existing laws and/or the Procuring Entity shall be submitted as follows: <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 | <i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i> |
| 4.1 | <i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i> |
| 6 | The site investigation reports are: <i>[list here the required site investigation reports.]</i> |
| 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:]</i> Fifteen (15) years.</p> <p><i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]</i> Five (5) years.</p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) years.</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> <p>b. No dayworks are applicable to the contract.</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 | <p>The date by which operating and maintenance manuals are required is <i>[date]</i>.</p> <p>The date by which “as built” drawings are required is <i>[date]</i>.</p> |
| 15.2 | <p>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>.</p> |

Section VI. Specifications

SCOPE OF WORKS AND TECHNICAL SPECIFICATIONS

PROJECT : RENOVATION/REPAIR OF OLD LABORATORY BUILDING FOR EMPLOYEE'S CENTER
LOCATION : PCA Compound, DILIMAN, QUEZON CITY

- I. Demolition and Dismantling Works
 1. Dismantling/demolition of the following structures with extreme care by following strictly safety standard measure and guidelines:
 - a. Ceiling
 - b. Wall Partion
 - b.1 plywood partition
 - b.2 chb partition and floor tiles at the Executive Lounge CRs and kitchen
 - c. Corrugated GI roofing
 - d. Plumbing fixtures
- II. Masonry Works
 1. Layout of exterior and interior wall partion using CHB #6 and CHB #4 respectively. (as shown in the drawings.
Reinforcement : Vertical – 10 mm @ 0.90 aand Horizontal – 10 mm @ every 3rd layer
 2. Plastering works on both sides using class "B" mix
- III. Carpentry Works
 1. Interior ceiling - Use 3.5 mm thick ficem board on galvanized metal furrings as ceiling joist connected to galvanized metal channel using W-clips. Provide a 600mm x 600 mm access.
 2. Wall partition – Use 3.5 mm thick ficem board on 2 " x 3" metal studs.
 3. Doors and jambs– 0.90 m x 2.10 m flush door with kiln dried 2" x 5" door jamb for office area
For comfort rooms and shower rooms use 0.60 m x 2.10 m PVC door complete with jamb and hinges.
 4. Hardwares - Use 100 mm x 100 mm loose pin hinges for doors. Locksets shall be Stanley brand or equivalent.
- IV. Tile Works
 1. Use 0.30m x 0.60m vitrified granitic tiles for wallls of CR and Shower rooms
 2. Use 0.30m x 0.60m vitrified granitic unglazed tiles for floor of CR and Shower rooms and other floor area as shown in the drawings.
 3. Use granite for lavatory counter top
 4. Use 0.15m x 0.90m vinyl tiles, wood plank for floors
 - a. Use 600mm x 600 mm vitrified granitic tiles for the floor finish at the Executive Lounge
 - b. Use 300mm x 600 mm vitrified granitic tiles for wall and floor at the Executive Lounge CRs.
 - c. Use 300mm x 300mm ceramic tiles for wall and floor at the kitchen.
 - d. Use granite slab for the counter-top at the Executive Lounge CRs.

All tiles to be installed shall be subject to approval prior to inatallation.

- V. Painting Works
- a. For ceiling and walls - Use Boysen or Davies brand. Prepare the area to be painted by applying high-hiding undercoat, then sand to even surface. Apply flat latex and two coats of gloss latex paint with desired color.
 - b. For wood door and jamb - Use Boysen brand. The paint finish shall be varnish with standard applicable application.
- VI. Aluminum Glass Works
1. Glass on Aluminum Frame
Use 6 mm thick clear glass on 2" x 4" analok aluminum frame
 2. Sliding window
Use 6 mm thick clear glass on 1" x 2" analok frame on 2" x 3" analok perimeter frame with standard railings and accessories
 3. Sliding Door
Use 6 mm thick clear glass on 1" x 2" analok aluminum frame on 2" x 3" analok perimeter frame with standard railings and accessories
 4. Swing Door
Use 6 mm clear glass on 1 3/4" x 1 3/4" analok aluminum frame on 2" x 4" analok perimeter frame with standard hinges and accessories
All materials shall conform to the applicable aluminum standard. Workmanship shall be done by skilled worker in an acceptable manner.
- VII. Sanitary and Plumbing Works
1. Plumbing fixtures. All fixtures shall be installed complete with accessories and fittings. Use acceptable brand complete with fittings for Water Closet with bidet, Lavatory (top mount), Urinals, and Telephone Shower.
 2. Use Emerald brand or equivalent polyvinyl chloride orange pipes (series 600) and fittings for sewer lines. For water lines use Emerald brand or equivalent polyvinyl chloride blue pipe and fittings. For floor strainers – use stainless type of any approved brand.
- VIII. Electrical Works
1. Installation of Panel Board with branches using GE brand or equivalent for circuit breakers.
 2. Use THHN type of any approved brand for roughing-in using atlanta PVC orange type conduit and utility/junction boxes.
 3. Installation of wiring devices using National brand or equivalent.
 4. Lighting fixtures shall be of standard quality brand as specified in the plans.
- IX. Roofing Works
1. Use rib type long span pre-painted roofing with 0.5 mm thickness.
 2. Use pre-painted ridge roll and frushing with 0.5 mm thickness.
 3. Use stainless gutter with 0.5 mm thickness.
 4. Use insulation #10.

- X. Airconditioning units
Supply, installation and commissioning of the following inverter type AC:
3 units 2.5 HP wall mounted split type
1 unit 2.0 HP wall mounted split type
1 unit 1.5 HP wall mounted split type

PROJECT : **RENOVATION/REPAIR OF COMMON AND EXECUTIVE RESTROOMS AT PCA
R & D BUILDING**

LOCATION : **PCA R&D Building, PCA Compound, Diliman, Quezon City**

I. Dismantling Works

1. Dismantling of the following with extreme care by following strictly safety standard measures:
 - a. Ceiling
 - b. Wall and floor tiles/Counter Tops
 - c. Plumbing fixtures (water closets, urinals, lavatory, faucets)
 - d. Cubicle light partition

II. Carpentry Works

1. Ceiling Works
Use 3.5 mm ficem board on galvanized metal furrings joist connected to galvanized metal channel using W-clips. Provide a 600mm x 600 mm access.
2. Cubicle partitions and doors at the Rest Rooms
Use at least $\frac{3}{4}$ " thick high board for partitions and doors complete with standard accessories. The installation of partitions and doors shall be carried out in an acceptable standard manner.
3. Wooden Flush Door
Flush door shall be 090 m x 2.10 m with 2" x " jamb

III. Finishing Works

1. Tile Works at Rest Rooms
 - a. Use 300mm x 600 mm glazed tiles for wall
 - b. Use 300mm x 600 mm unglazed tiles for floor
 - c. Use granite slab for lavatory counter-topAll tiles to be installed shall be subject to approval by the end user prior to installation.
2. Painting Works (interior of the rest rooms)
 - a. For ceiling use Boysen or Davies brand. Prepare the area to be painted by applying acceptable standard putty, then sand to even surface. Apply flat latex and two coats of gloss latex paint.
 - b. For doors and jambs and other wood surface use Boysen or Davies brand. Prepare the surface by applying standard patching compound and sanding for even surface. Apply flat enamel paint and two coats of gloss enamel paint of desired color.

IV. Sanitary and Plumbing Works

1. Plumbing fixtures. All fixtures shall be installed complete with accessories and fittings. Use brand of standard quality complete with fittings for Water Closet, Lavatory, Urinals and mop sink.
2. Install telephone shower and faucet complete with fittings at shower rooms.
3. Replacement of water lines using PPR pipes and fittings
4. Repair of clogged sewer lines using neltex brand or equivalent.
5. Test all sewer lines and water lines.

V. Steel Casement Window

1. Repair of steel casement windows and install/replace clear glass.

PROJECT : PROPOSED REPLACEMENT OF ROOFING AT THE PROPERTY BODEGA
LOCATION : PCA COMPOUND, DILIMAN, QUEZON CITY

I. Dismantling Works

- Dismantling of the existing roofing and roof eaves by following strictly safety standard measure.

II. Carpentry Works

- Repair of wooden trusses and purlins.

III. Roofing Works

- Installation of the following materials:

1. Pre-painted rib type long span roofing – 12ft (L) x 1.0m (W) x 0.5mm thk.
2. Pre-painted Ridge roll and flashing - 8ft x 4ft x 0.5mm thk.
3. Tex screw – 1 1/2 inch size.
4. Roof sealant – Vulcaseal or approved equal.
5. Double sided aluminum foam insulation – 10mm thk.

IV. Ceiling works

- Installation of the following materials at ceiling eaves:

1. Metal furring system – wall angles, carrying channels, w-clips.
2. Installation of 6mm thk ficem board at ceiling eaves.

V. Painting Works

1. Use Boysen or Davies brand. Prepare the area to be painted by applying high-hiding undercoat, then sand to even the surface.
2. Apply two (2) coats of White flat latex.

VI. Clearing of Site/ Demobilization

1. Removal/ hauling of all debris in all construction work areas.

Delivery Period

1. Project must be completed within **90 calendar days** from receipt of NTP.

OTHER REQUIREMENTS:

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

Conforme:

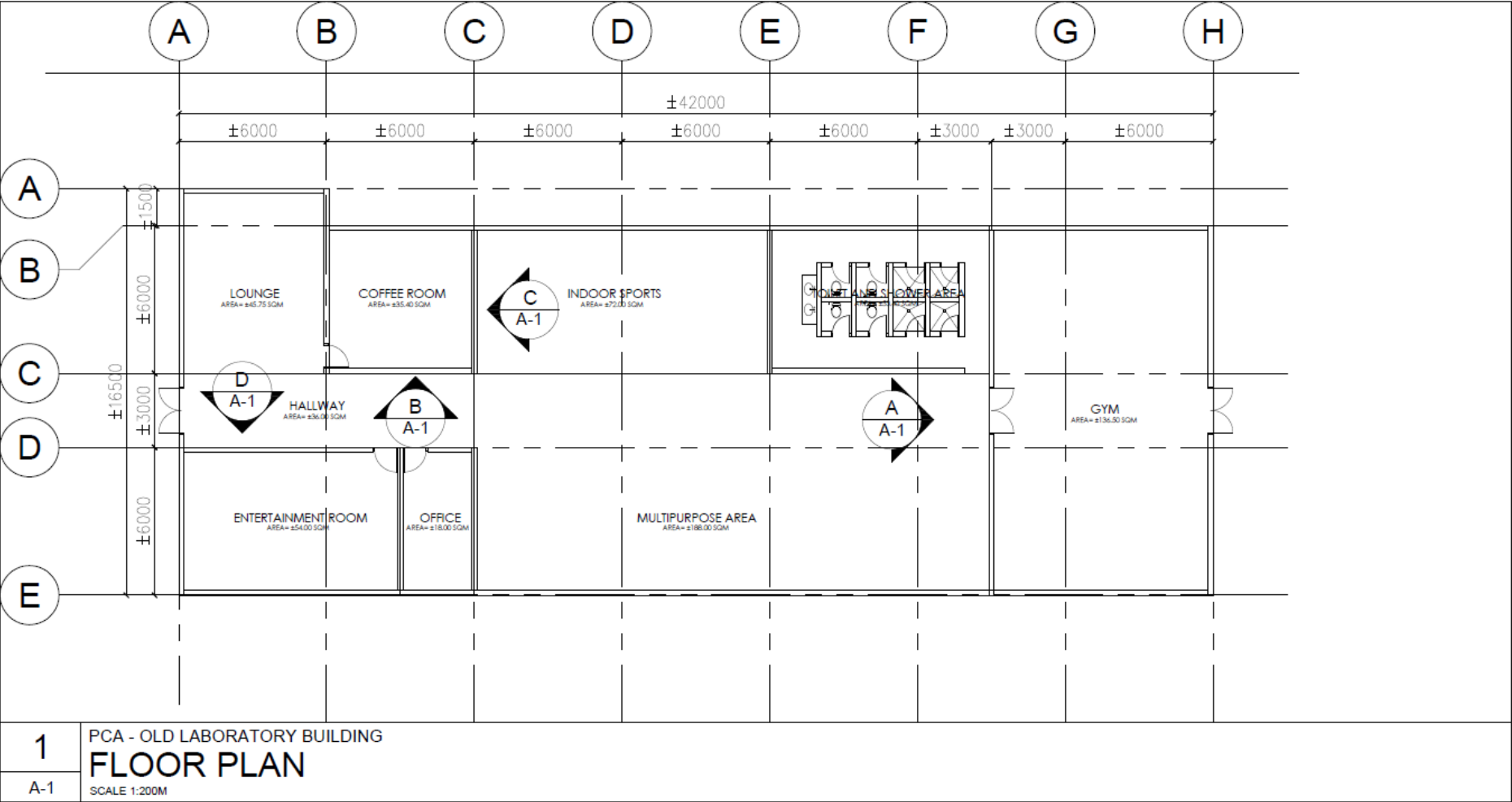
Authorized Bidder's Representative
(Printed name and signature)

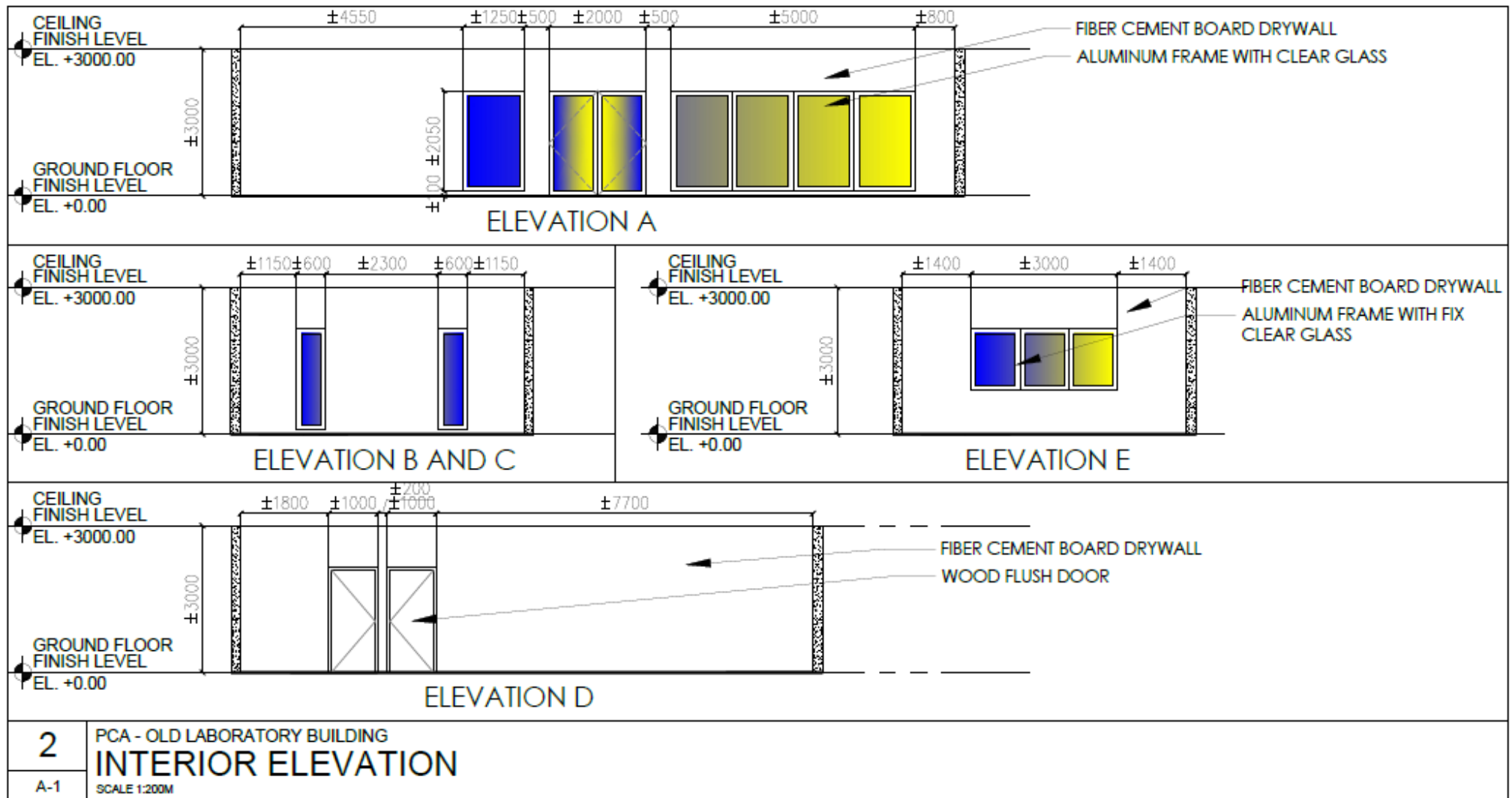
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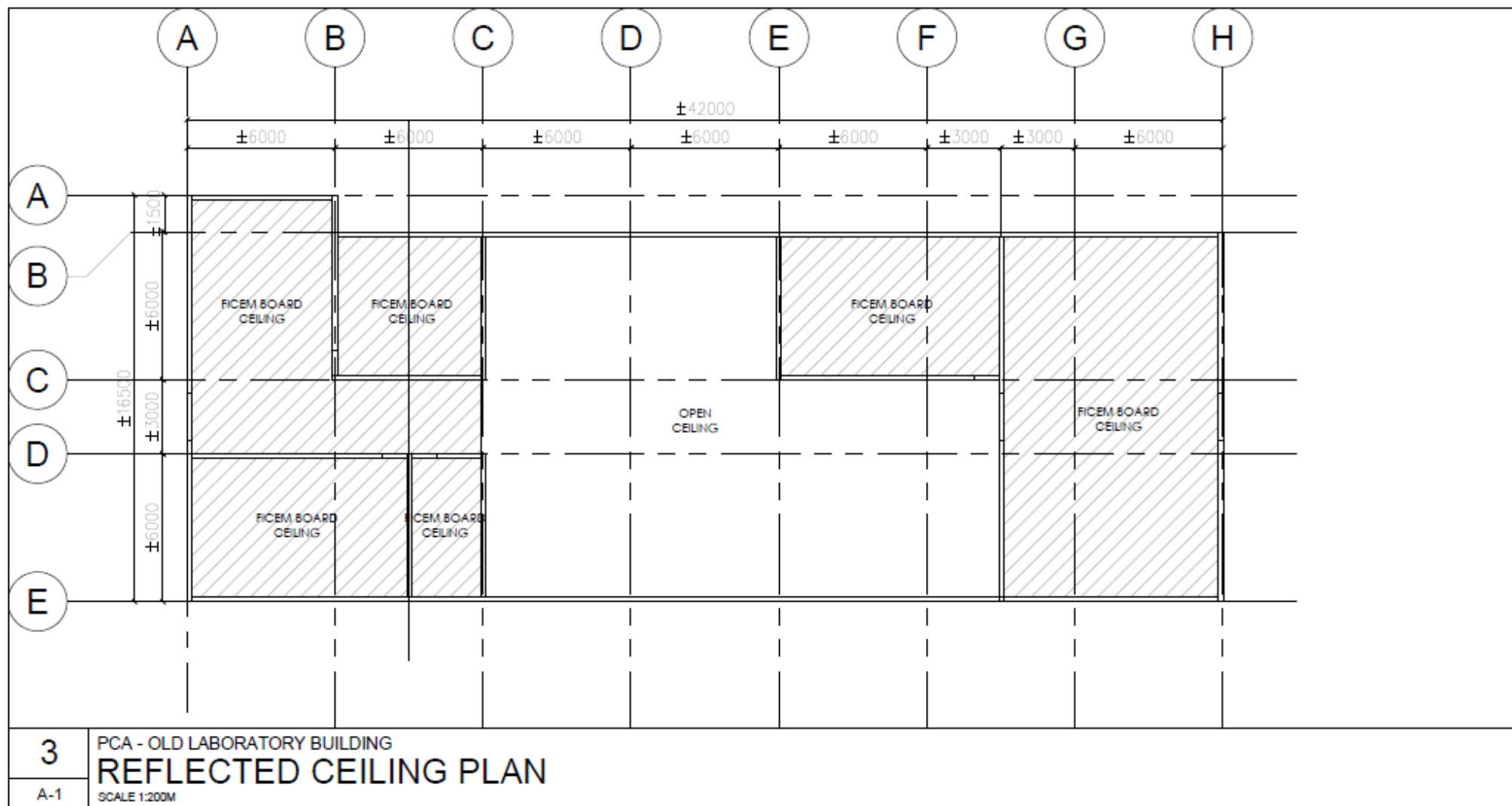
Note: Each page of this Terms of Reference shall be initialed by the Bidder's authorized representative

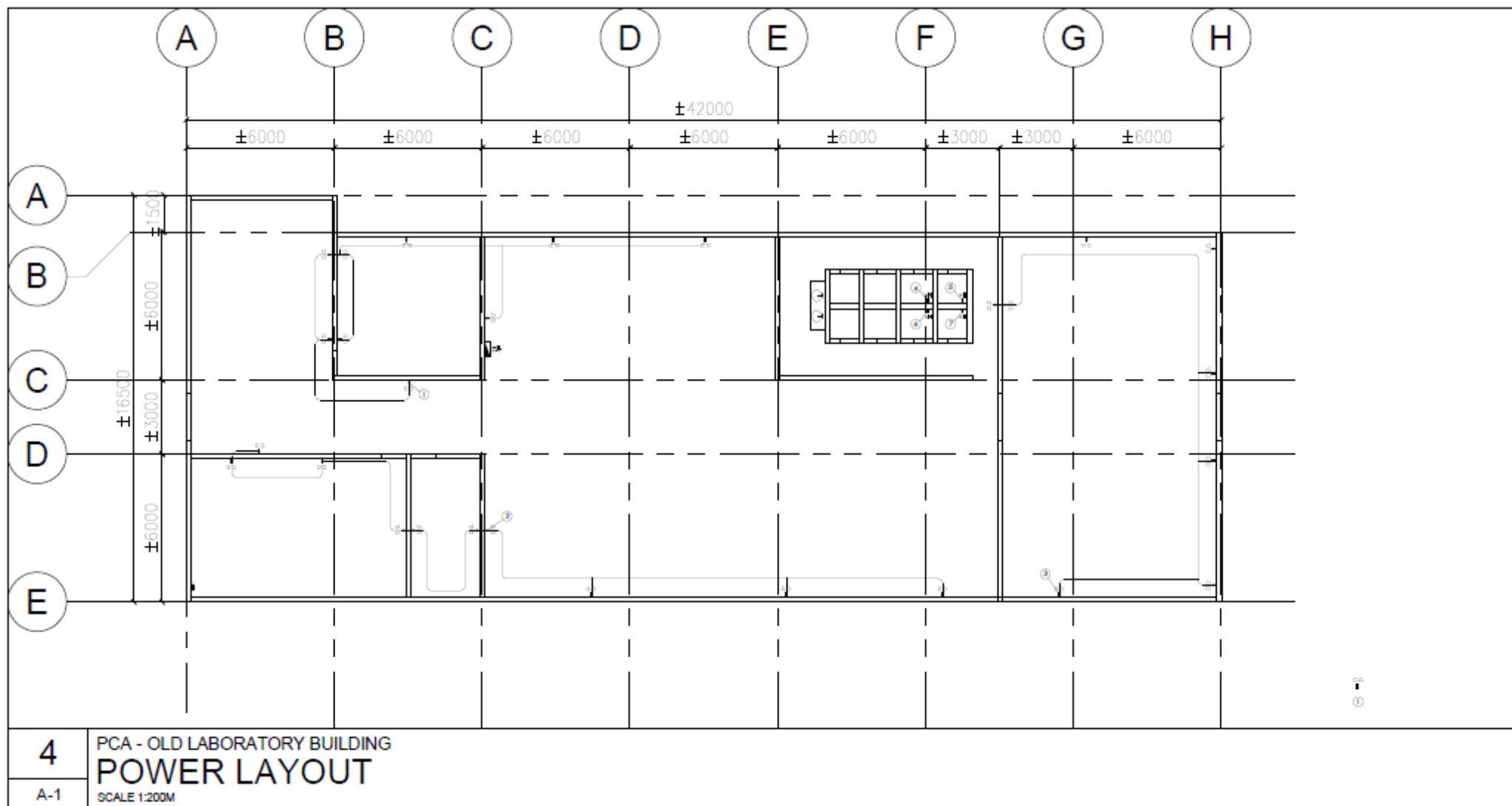
Section VII. Drawings

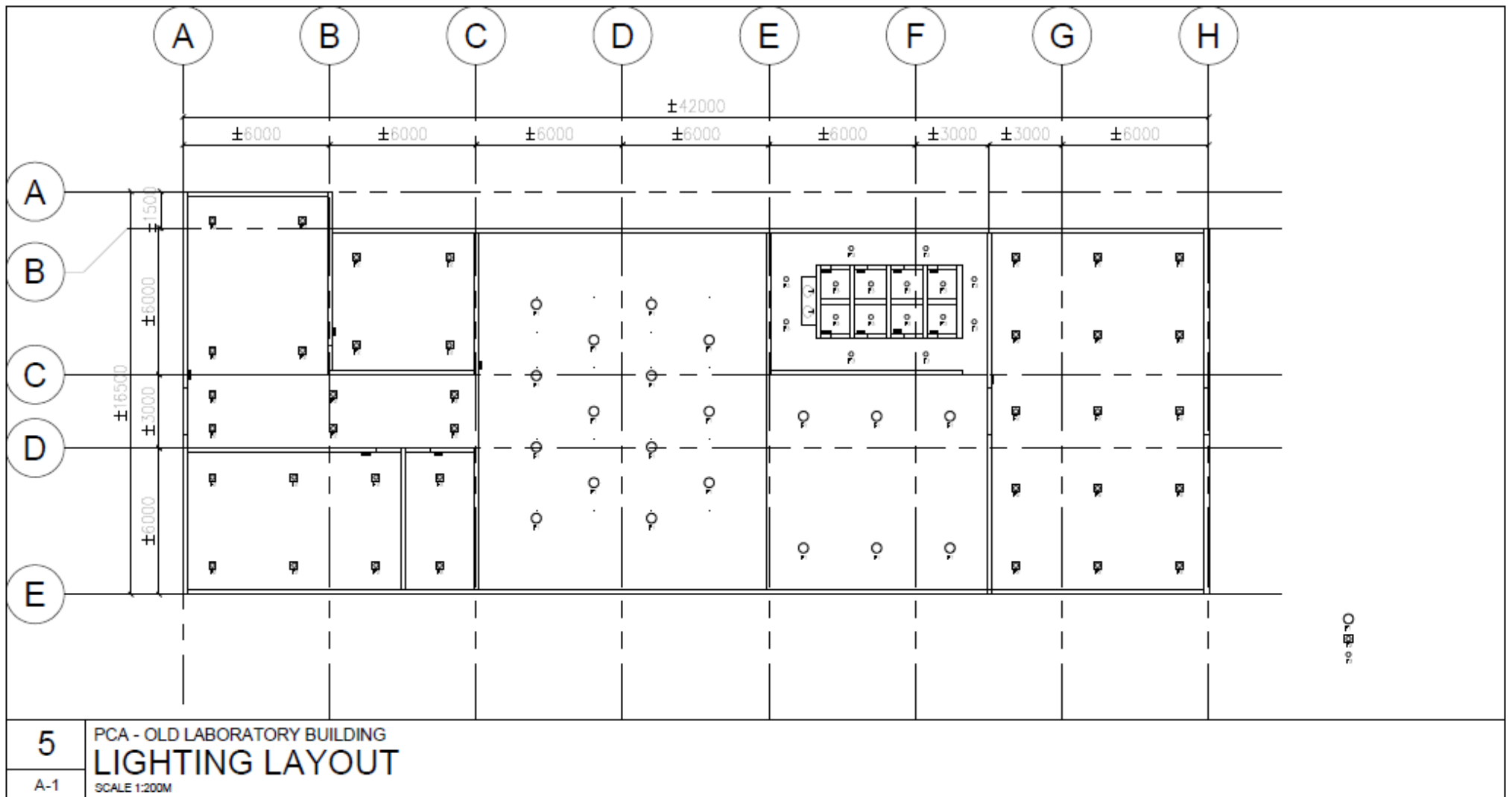
RENOVATION OF OLD LABORATORY

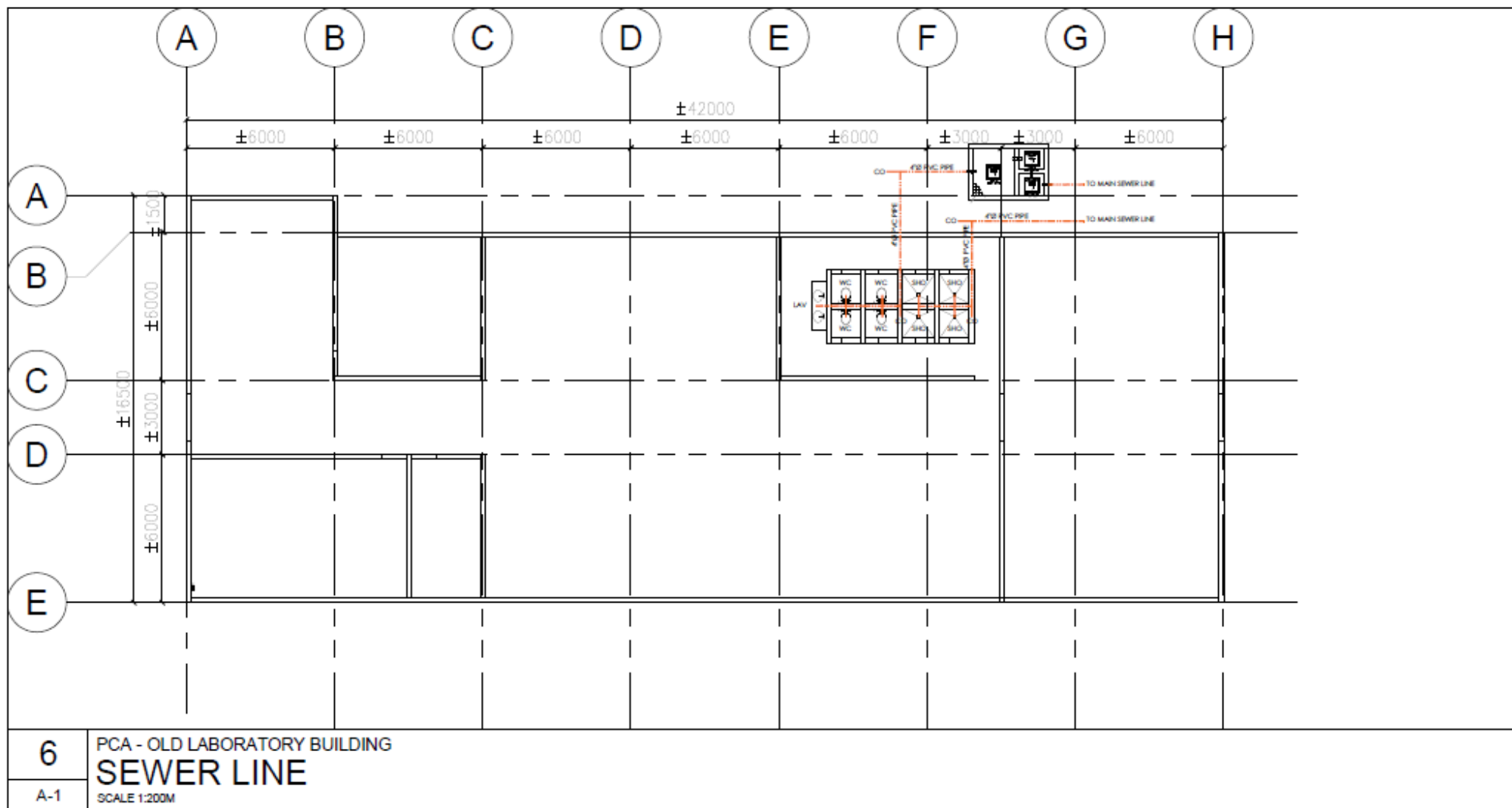


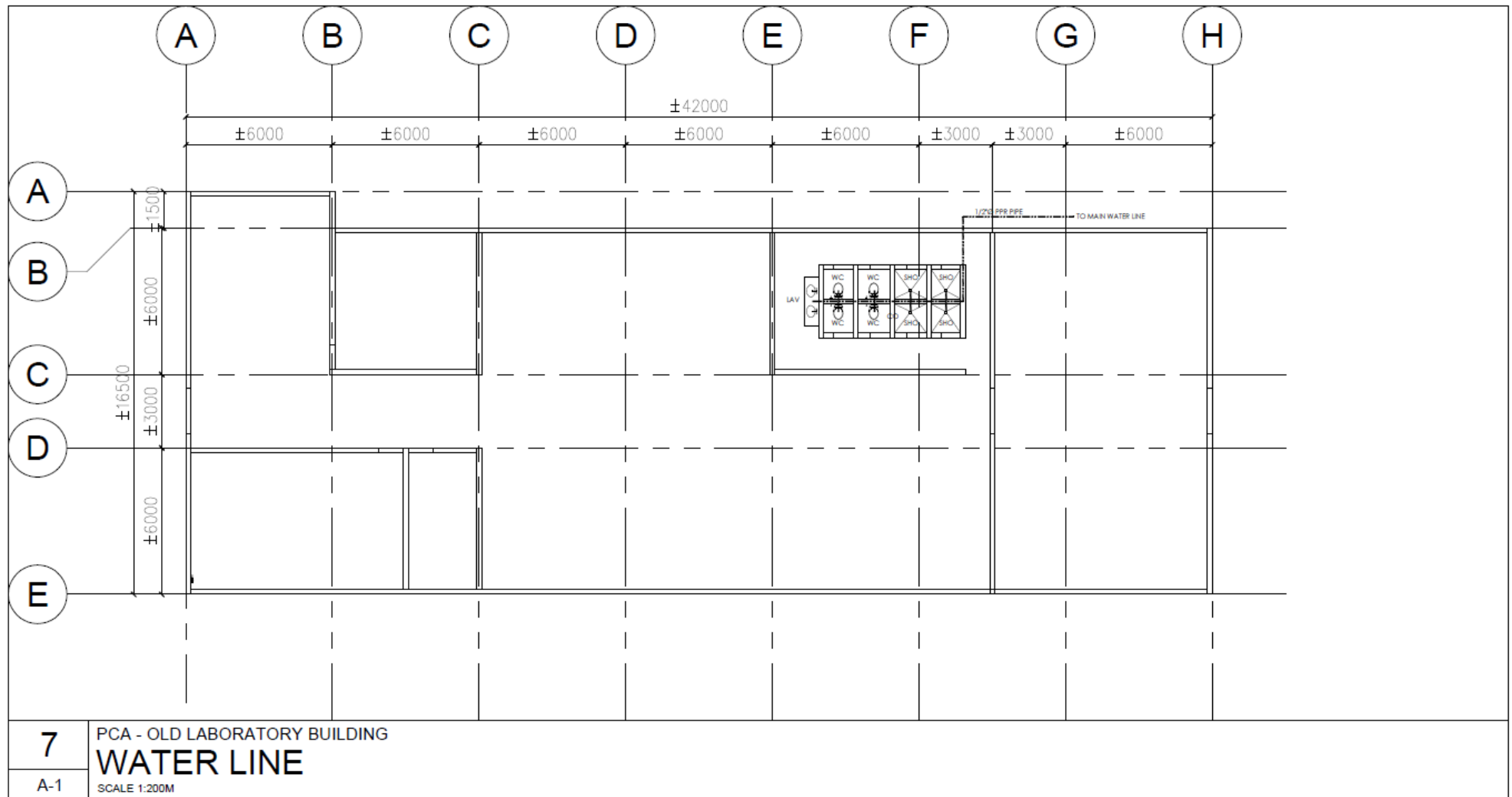


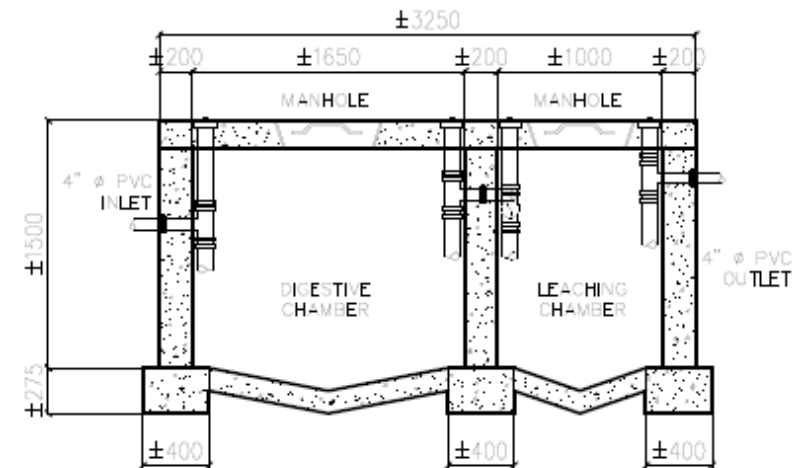
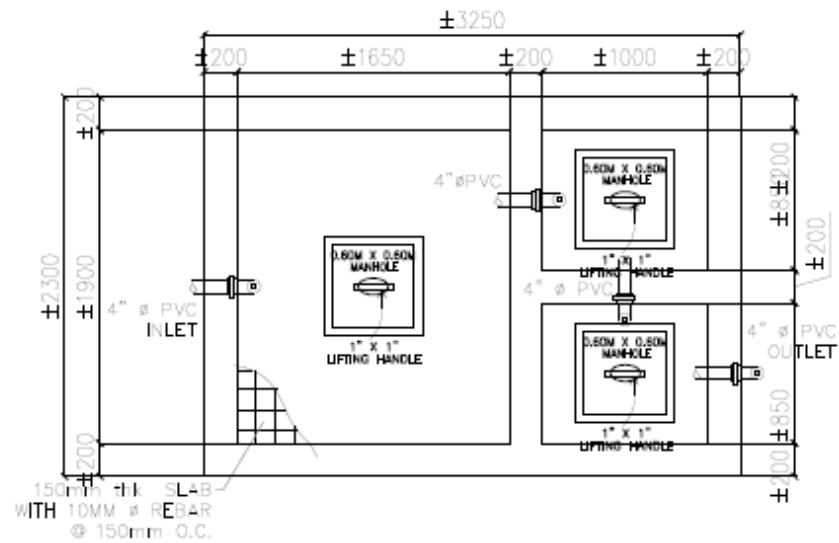












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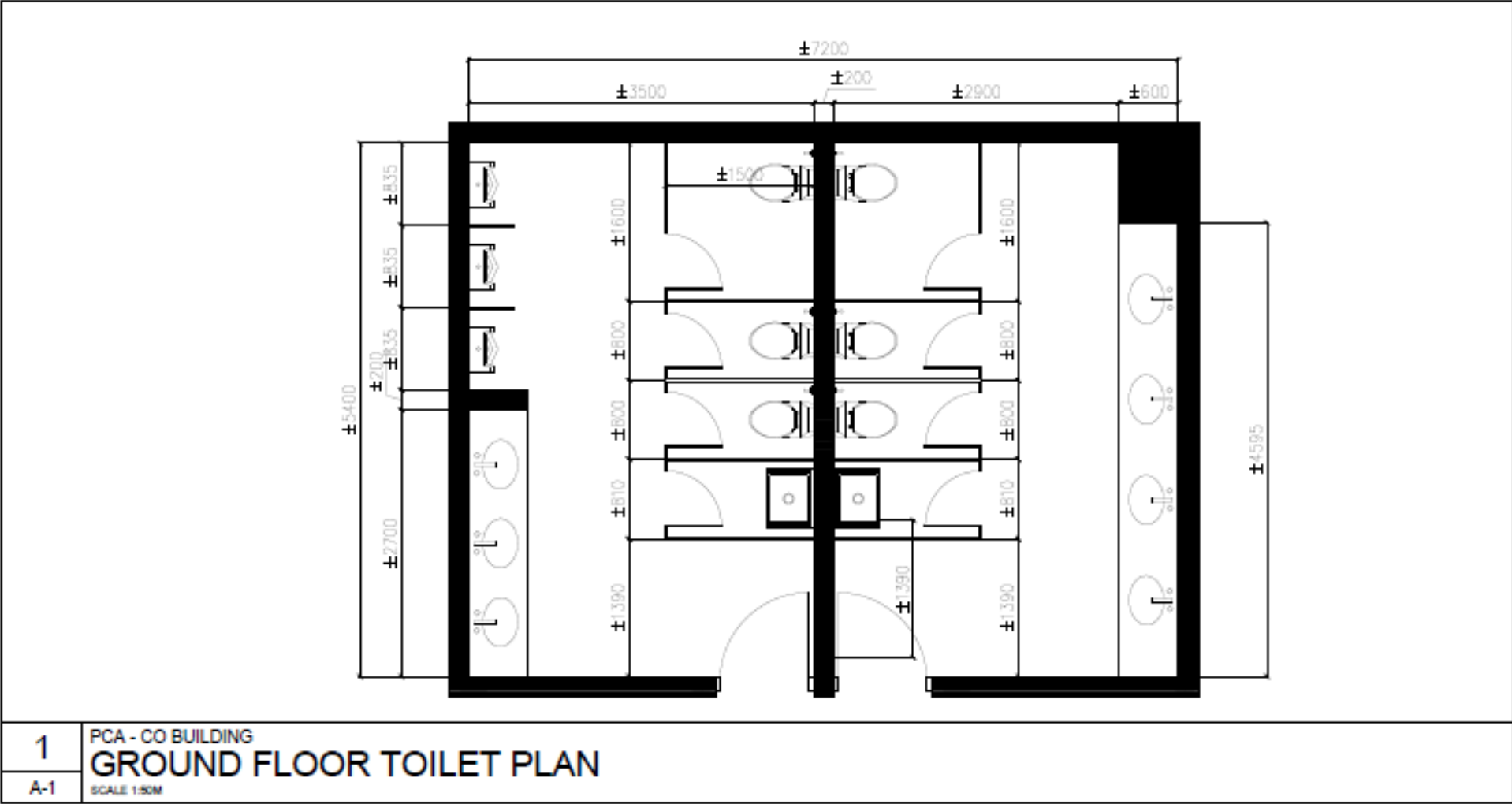
PCA - OLD LABORATORY BUILDING

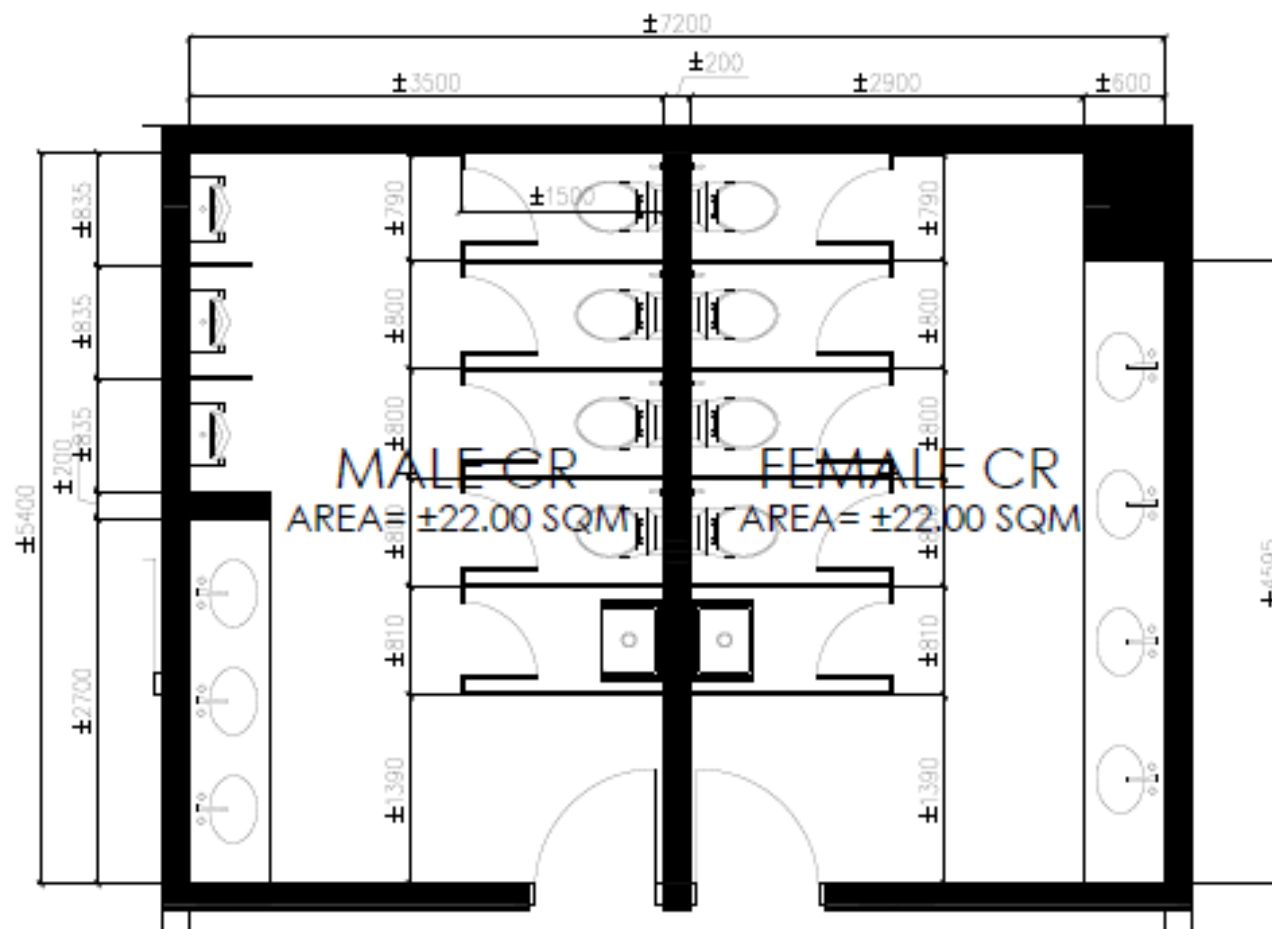
SEPTIC TANK DETAILS

A-1

SCALE 1:200M

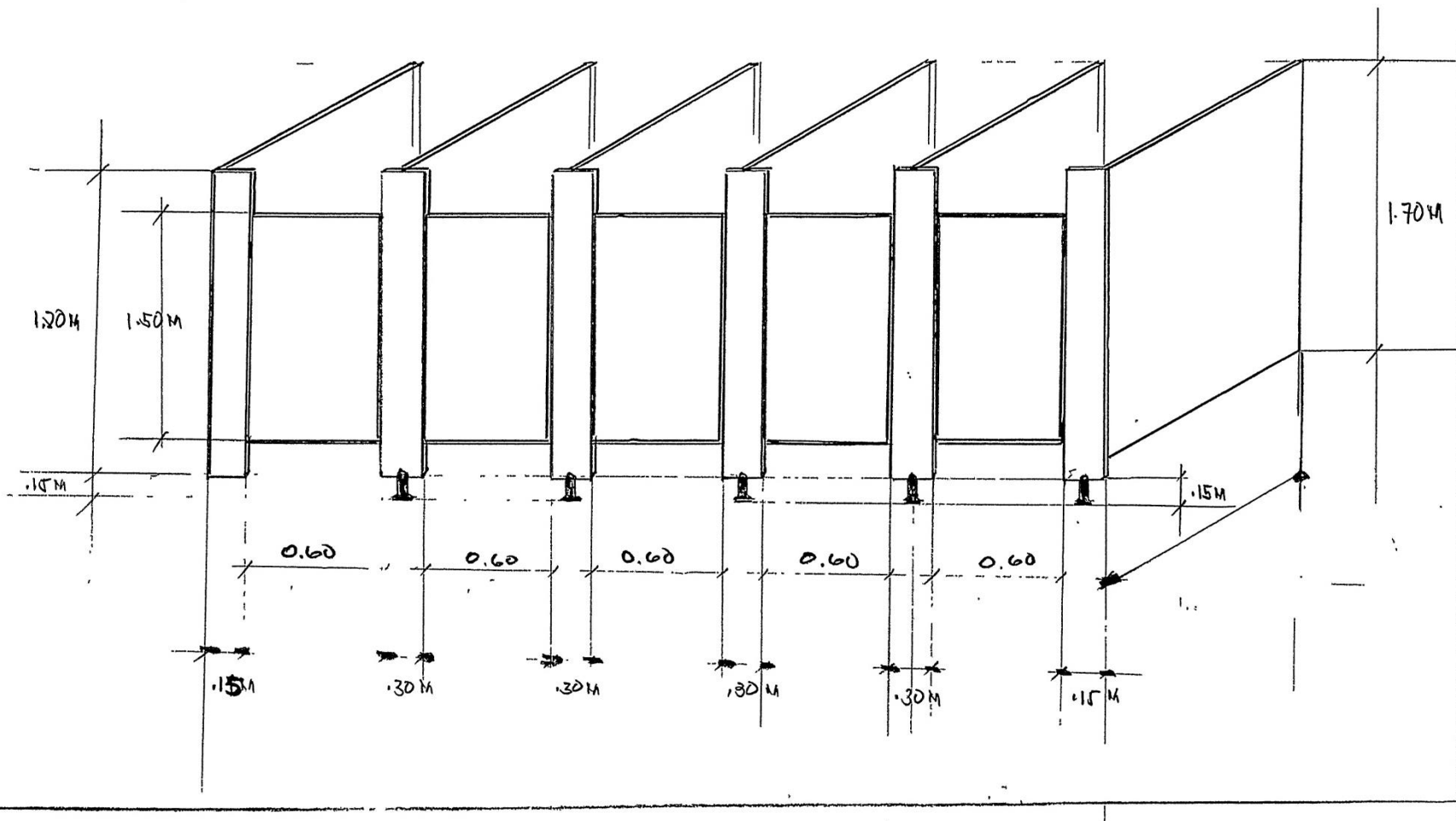
RENOVATION OF RESTROOMS



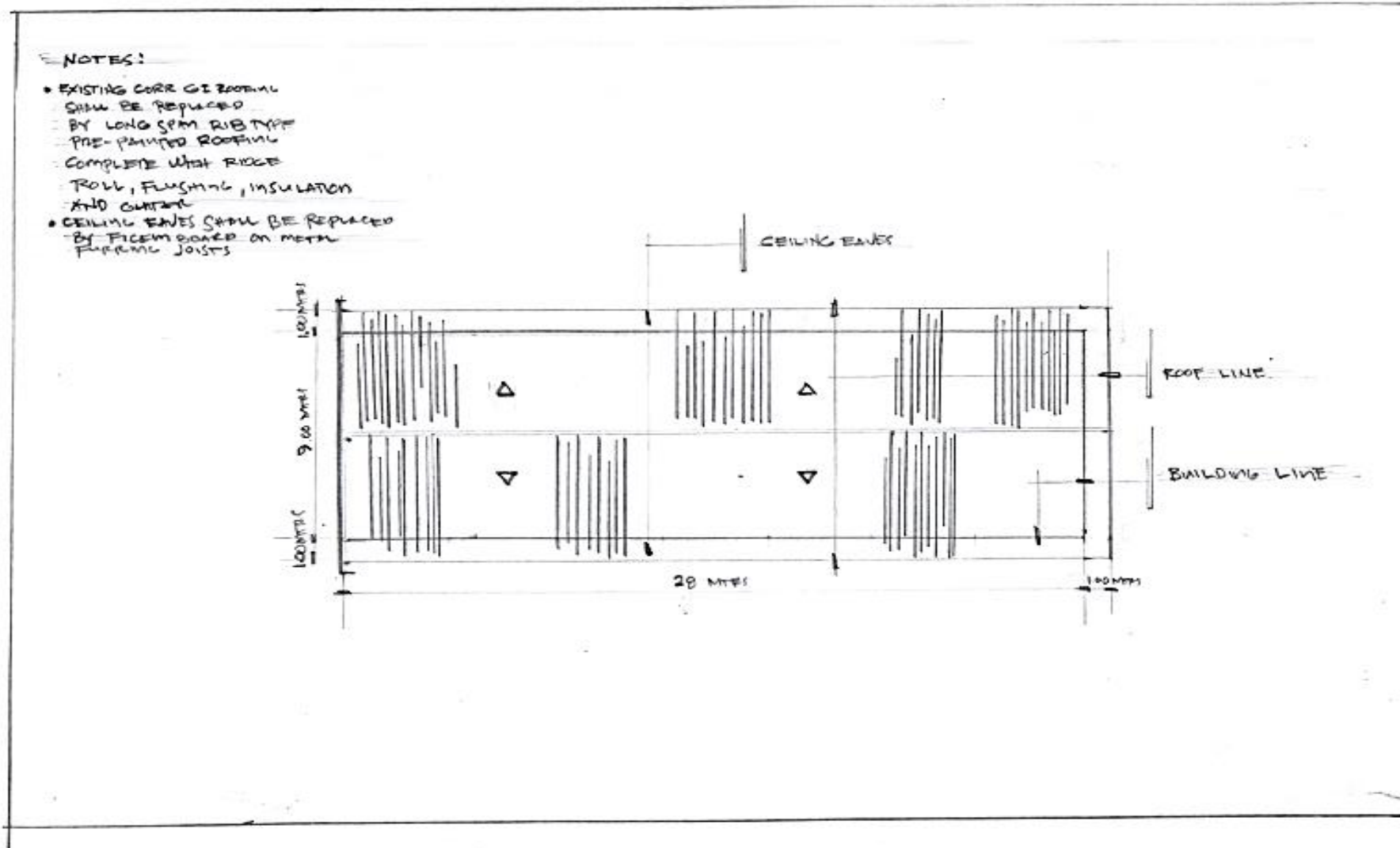


1 PCA - CO BUILDING
TYPICAL TOILET PLAN

DETAIL OF CR CURB PARTITION n_{TS}



REPAIR OF PROPERTY BODEGA ROOFING



Section VIII. Bill of Quantities

Project : Proposed Repair / Renovation of Common Rest Room at Ground to 8th Floor and Executive CRs at 3rd, 4th, 5th, 6th, 7th and 8th

Location : PCA R & D Building, PCA compound, Diliman Quezon City

Subject : Cost Estimates

| Description | Qty | Unit | Materials | Labor | Unit Cost | Total Cost |
|---|-------|-------|-----------|-------|-----------|------------|
| I.Dismantling Works | | | | | | |
| A.Ceiling | 1 | Lot | | | | |
| B.Wall & Floor Tiles | | | | | | |
| C.Cubicle Partition | | | | | | |
| D.Plumbing Fixtures | | | | | | |
| II.Carpentry Works | | | | | | |
| A.Ceiling-Ficem Board on Metal Furring | 344 | Sq.m. | | | | |
| B.Cubicle Partition | 275 | Sq.m. | | | | |
| C.Flush Door with Jamb compute w/ Hardware 0.90 x 2.10 | 16 | Units | | | | |
| III. Tile Works | | | | | | |
| A.Floor & Wall Tiles | 1,161 | Sq.m. | | | | |
| B. Granite Counter Top | 55 | Sq.m. | | | | |
| IV. Plumbing Works | | | | | | |
| A.Water Closet Compute with Fittings and Bidet | 70 | Sets | | | | |
| B. Lavatory Sink, Top Mount w/ Faucet | 64 | Sets | | | | |
| C. Urinal | 24 | Sets | | | | |
| D.Telophone Shower w/ Two-way Faucet | 8 | Sets | | | | |
| E. Mop Sink | 16 | Pcs | | | | |
| F. Floor Drain | 38 | Pcs | | | | |
| G.Two-way Angle Valve | 70 | Pcs | | | | |
| H. PPR Gate Valve 1"1/4 | 8 | Pcs | | | | |
| I. PPR Gate Valve 1" | 8 | Pcs | | | | |
| J. PPR gate valve 1/2" | 8 | pcs | | | | |
| K. Lavatory P-trap | 56 | Pcs | | | | |
| L. Angle Valve | 56 | Pcs | | | | |
| M. Faucet, Chrome Fin | 16 | Pcs | | | | |
| N. Flexible Hose | 56 | Pcs | | | | |
| O.PPR Water Line Complete with fittings | 1 | Lot | | | | |
| P. Repair of Sewer Line | 1 | Lot | | | | |
| Q. Stainless Grab Bar | 2 | Pcs | | | | |
| R. Hand Dryer | 2 | pcs | | | | |
| V. Painting Works | | | | | | |
| A. Ceiling | 344 | Sq.m. | | | | |
| B.Flush Door & Jamb | 16 | Units | | | | |
| VI.Steel Window/Glass Works | | | | | | |
| A.Repair of Steel Window | 1 | Lot | | | | |

| | | | | | | |
|-----------------|-------|--------|--|--|--|--|
| B. Window Glass | 75 | Sq.ft. | | | | |
| c. Glass Mirror | 13.80 | Sq.m. | | | | |

Project : **Proposed Renovation of old Laboratory Building for Employee's Center**

Subject : **Cost Estimates**

| Description | Qty | Unit | Materials | Labor | Unit Cost | Total Cost |
|--|----------|-------|-----------|-------|-----------|------------|
| I.Mobilization/ Demobilition | 1 | Lot | | | | |
| II.Dismantling / Demolition works | 1 | Lot | | | | |
| A. Ceiling | | | | | | |
| B.Wall Partition | | | | | | |
| 1. Plywood Partition | | | | | | |
| 2. CHB Partition | | | | | | |
| C.Steel Casement Window | | | | | | |
| III.Masonry Works | | | | | | |
| A.CHB 6" | 96 | Sq.m | | | | |
| B.CHB 4" | 140 | Sq.m | | | | |
| IV.Tile Works | | | | | | |
| A. PVC Tiles wood Plank 0.15 x 0.90 | 585 | Sq.m | | | | |
| B. Ceramic Tiles | 117 | Sq.m | | | | |
| C.Granite Countertop and Splash Board | 3 | Sq.m | | | | |
| V. Painting Works | | | | | | |
| A. Wall | 1,110 | Sq.m | | | | |
| B. Ceiling | 422 | Sq.m | | | | |
| VI.Carpentry Works | | | | | | |
| A. Interior Ceiling | 306 | Sq.m | | | | |
| B. Interior Wall | 145 | Sq.m | | | | |
| C. PVC Door Complete with doorknob /hardware | 8 | unit | | | | |
| D.Flush Door w/Jamb complete with Hardware, 0.90 x 2.10 | 1 | unit | | | | |
| VII.Roofing Works | | | | | | |
| A. Long Span Pre-painted Rib –Type , 16' | 168 | pcs | | | | |
| B. Ridge Roll, Pre-painted | 21 | pcs | | | | |
| C. Stainless Gutter, 24" x 8' | 42 | pcs | | | | |
| D. Flushing,Pre-painted, 4'x8' | 20 | pcs | | | | |
| E. Insulation, 4' x 50 meters | 16 | rolls | | | | |
| F. Teak Screw | 5,000.00 | pcs | | | | |
| G. Consumable | 1 | lot | | | | |

| | | | | | | |
|---|-----|------|--|--|--|--|
| VIII.Aluminum Glass Works | | | | | | |
| A. Glass on Alum Frame | 22 | Sq.m | | | | |
| B. Alum Sliding Window, 4.0 x 1.5 | 13 | Unit | | | | |
| C. Alum Swing Door Double, 1.0 x 2.10 | 2 | Unit | | | | |
| D. Alum Swing Door, 0.90 x 2.10 | 2 | unit | | | | |
| E. Alum Sliding Door, 1.80 x 2.10 | 1 | unit | | | | |
| F. Glass Mirror | 9 | Sq.m | | | | |
| IX.Plumbing Works | | | | | | |
| A.Water Closet w/Fittings/ Bidet | 4 | Set | | | | |
| B.Lavatory Sink, Top Mount with Fitting/ Faucet | 3 | Set | | | | |
| C. Lavatory Sink, Wall mount with Fittings/ Faucet | 4 | Set | | | | |
| D. Telephone Shower with Two-way Faucet | 4 | Set | | | | |
| E.Two-way Angle Valve | 4 | pcs | | | | |
| F. Floor Drain , 4" x 4" | 9 | pcs | | | | |
| G.Sewer/ Water Lines | 1 | Lot | | | | |
| H. Consumables | 1 | Lot | | | | |
| I.Septic Tank | 1 | Lot | | | | |
| X.Electrical Works | | | | | | |
| A.150 Amp Main Breaker With Nema Enclosure | 1 | unit | | | | |
| B.Panel Board, 10 Branches 4-20 Amp , 6-30 Amp w/ Nema Enclosure | 1 | unit | | | | |
| C.Panel Board , 10 Branches 10-30 Amp w/Nema Enclosure | 1 | unit | | | | |
| D.Stranded Wire # 12 | 8 | Box | | | | |
| E.Stranded Wire # 8 | 10 | Mtrs | | | | |
| F. Convenience Outlet, Universal Duplex | 27 | Set | | | | |
| G.One-gang Switch, Wide Range | 10 | set | | | | |
| H. Two-gang Switch, Wide Range | 3 | set | | | | |
| I.Three-gang Switch, Wide Range | 3 | set | | | | |
| J.Led Pin-Light, 12 wats | 45 | pcs | | | | |
| K.Led Pin-Light , 6 wats | 8 | pcs | | | | |
| L.Reflectorize High Bay w/ Bulb | 20 | pcs | | | | |
| M.PVC Conduit, ¾ | 150 | pcs | | | | |
| N.PVC Junction Box | 30 | pcs | | | | |
| O.PVC Utility Box | 60 | pcs | | | | |
| P.Consumables | 11 | Lot | | | | |
| XI.Air Conditioning Works | | | | | | |

| | | | | | | |
|---|---|------|--|--|--|--|
| A.2.5 HP Wall Mounted Inverter Split Type Ac | 3 | Unit | | | | |
| B.2.0 HP Wall Mounted Inverter Split Type Ac | 1 | Unit | | | | |
| C.1.5 HP Wall Mounted Inverter Split Type Ac | 1 | Unit | | | | |

Project : Proposed Replacement of Roofing at the Property Bodega
Location : PCA R & D Building, PCA compound, Diliman Quezon City
Subject : Cost Estimates

| | Qty & Unit | Materials | Labor | Unit Cost | Total Cost |
|--|--|-----------|-------|-----------|------------|
| I.Dismantling Works 1.CORR GI Sheet 2.Wooden Ceiling Eaves 3.Damaged Trusses/Purlins <div>Wooden</div> | 1 Lot | | | | |
| II.Carpentry Works 1.Repair Wooden Trusses/ Purlins 2.Ceiling Ficem Board on steel Furring Joist | 1 Lot 70 m2 | | | | |
| III.Roofing Works 1.Long Span Pre-painted rib type 12' 2.Ridge Roll, Pre-painted 3.Flushing , Pre-painted, 4'x 8 ' 4.Teak screw 5.Insulation | 116 pcs 15 pcs 7 pcs 2,000 pcs 9 rolls | | | | |
| IV.Panting Works 1. Ceiling 2.Outside perimeter wall | 70 m2 168 m2 | | | | |

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, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- ☐ (d) PCAB License: General Building Small B with License Category of at least C & D; **and**
- ☐ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** original copy of Notarized Bid Securing Declaration; **and**
- ☐ (f) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
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**
 - c. construction schedule and S-curve
 - d. manpower schedule
 - e. equipment/tools utilization schedule
 - f. Construction Methodology
 - g. Certificate of site inspection of the project site issued by PCA
- ☐ (g) Duly signed/conformed with the Technical Specifications/Terms of Reference
- ☐ (h) The Certificate of Filing or Non-Filing of Cases
- ☐ (i) Site inspection shall be conducted prior to the Opening of Bids. A certificate of inspection issued by PCA shall be submitted as part of the technical and

eligibility requirements during the Opening of Bids.

- ☐ (j) 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

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

Class "B" Documents

- ☐ (l) 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

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

Other documentary requirements under RA No. 9184

- ☐ (n) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (o) 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**
- ☐ (p) 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;

¹ currently based on GPPB Resolution No. 09-2020

- 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: _____

Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the "Entity") and *[name and address of Contractor]* (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called "the Works") and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;
 - d. Notice of Award of Contract and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
 4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Name of Supplier]

[Insert Procuring Entity]

Acknowledgment

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

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 _____

Book _____

Series of _____

* 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

| This is to certify that _____ (company, address) _____ has the following completed contracts for the period CY (within five (5) years from the date of submission and receipt of bids, a contract similar to the Project) | | | | | | |
|---|-------------------|------------------|----------------|---|--|--------------------------|
| 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 |
| | | | | | | |
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| | | | | | | |
| _____ 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
CONTRACTS

[illegible]

*Instructions:

- 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.
- 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.
- “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”*
- 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 | .00 |
| TOTAL | | - | P <u>.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. _____

Page _____

Book _____

Series of _____

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.

