

# REPUBLIC OF THE PHILIPPINES DEPARTMENT OF AGRICULTURE PHILIPPINE COCONUT AUTHORITY ALBAY RESEARCH CENTER



Banao, Guinobatan, Albay 4503 Mobile No. 0917-558-1447 email: arc@pca.gov.ph

# BIDS AND AWARDS COMMITTEE

# CONSTRUCTION OF TWO-STOREY FOOD PROCESSING LABORATORY FACILITY AT PCA-ALBAY RESEARCH CENTER, BANAO, GUINOBATAN, ALBAY

**PUBLIC BIDDING NO. 2022-08** 

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# Section I Invitation to Bid

Philippine Coconut Authority Albay Research Center Banao, Guinobatan, Albay 4503 Public Bidding No. 2022-08 Construction of Two-Storey Food Processing Laboratory Facility at PCA-Albay Research Center, Banao, Guinobatan, Albay

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# INVITATION TO BID FOR THE

# Public Bidding No. 2022-08: Construction of Two-Storey Food Processing Laboratory Facility at PCA-Albay Research Center, Banao, Guinobatan, Albay

- The Philippine Coconut Authority-Albay Research Center (PCA-ARC), through the CY 2020 CRDP - CLINICAL intends to apply the sum of P 6,540,250.00 being the Approved Budget for the Contract (ABC) as payment for the contact for the Construction of Two-Storey Food Processing Laboratory Facility at PCA-Albay Research Center, Banao, Guinobatan, Albay under Public Bidding No. 2022-08. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
- 2. The Philippine Coconut Authority Albay Research Center now invites bids for the above Procurement Project. Completion of the Works is required within 180 calendar days. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- Interested bidders may obtain further information from Philippine Coconut Authority -Albay Research Center and inspect the Bidding Documents at the address given below during office hours from 23 November 2022, 8:00A.M. - 5:00P.M. to 14 December 2022, 8:00A.M. - 10:00A.M.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on 23 November 2022, Wednesday, 8:00A.M. to 5:00P.M. from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of FIVE THOUSAND PESOS ONLY (Php 5,000.00). An e-copy or active file for pages that need to be filled-up by the bidder may be provided by the BAC Secretariat only to those requesting interested bidders. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
- 6. The Philippine Coconut Authority-Albay Research Center will hold a Pre-Bid Conference on 01 December 2022, Thursday, 10:00A.M. at PCA-ARC COCOFED Training Center, Banao, Guinobatan, Albay which shall be open to prospective bidders which shall be open to prospective bidders. Site Inspection is scheduled on December 1-2, 2022, 8:00A.M. to 5:00P.M.

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bidding requirements and who will prepare the documents for the bidder to minimize errors in the preparation of bids. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids.

In line with the precautionary health measures being adopted by the agency, only one (1) authorized representative is allowed to attend personally in the pre-bid conference and will be required to follow PCA-ARC Guidelines for Visitors specifically on compliance with social distancing, wearing of face masks, body temperature screening, presentation of Vaccination Card, and filling up of Health Checklist which must be filled-up upon arrival at PCA-ARC Main Gate. Visitors who show signs of COVID19 related symptoms such as cough, flu, fever, high body temperature and sneezing will not

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be allowed entry to PCA-ARC.

- Bids must be duly received by the BAC Secretariat through manual submission or mailed at the office address as indicated below on or before 14 December 2022, 10:00A.M. Late bids shall not be accepted.
- All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 16.
- Bid opening shall be on 14 December 2022, Wednesday, 10:15A.M. at the given address below.
  Bids will be opened in the presence of the bidders/ authorized representative who choose to attend
  the activity.

In line with the precautionary health measures being adopted by the agency, only one (1) authorized representative is allowed to attend personally in the bid opening and will be required to follow PCA-ARC Guidelines for Visitors specifically on compliance with social distancing, wearing of face masks, body temperature screening, presentation of Vaccination Card, and filling up of Health Checklist which must be filled-up upon arrival at PCA-ARC Main Gate. Visitors who show signs of COVID19 related symptoms such as cough, flu, fever, high body temperature and sneezing will not be allowed entry to PCA-ARC.

- 10. The Philippine Coconut Authority-Albay Research Center reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

MARIA BUENA A. UBALDO BAC SECRETARIAT PCA-Albay Research Center Banao, Guinobatan, Albay 4503 CP No. 0917 558 1447

Email: arc@pca.gov.ph

12. You may visit https://www.philgeps.gov.ph for downloading of Bidding Documents

Date of issue: November 23, 2022

MARIA CZET A. FULLEROS Sr Science Research Specialist/ PCA-ARC BAC Chairperson

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# Section II

# **Instructions to Bidders**

# Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

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### 1. Scope of Bid

The Procuring Entity, Philippine Coconut Authority-Albay Research Center, invites Bids for the Construction of Two-Storey Food Processing Laboratory Facility at PCA-Albay Research Center, Banao, Guinobatan, Albay, with Project Identification Number PB 2022-08.

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

### 2. Funding Information

- The GOP through the source of funding as indicated below for CY 2022 is in the amount of Six Million Five Hundred Forty Thousand and Two Hundred Fifty Pesos Only (P6,540,250.00).
- 2.2. The source of funding is:

CY 2020 CRDP - CLINICAL

### 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 second 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

- 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.
- 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

The Procuring Entity has prescribed that Subcontracting is not allowed.

### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on December 01 2022, Thursday, 10:00 A.M. at PCA-ARC COCOFED Training Center, Banao, Guinobatan, Albay as indicated in paragraph 6 of the IB.

# 9. Clarification and Amendment of Bidding Documents

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the BDS.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager/ Engineer, Structural Engineer, Materials Engineer, Electrical Engineer, Safety Officer, 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

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equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the BDS.

# 11. Documents Comprising the Bid: Financial Component

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

### 12. Alternative Bids

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

## 13. Bid Prices

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

# 14. Bid and Payment Currencies

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

### 15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.
- 15.2. The Bid and bid security shall be valid until April 13, 2022. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

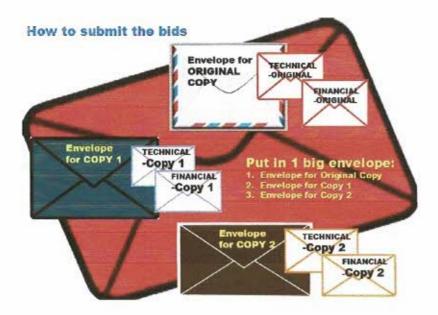
## 16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

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### 17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address through manual submission or mailed as indicated in paragraph 7 of the IB.

# 18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the IB. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

# 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the BDS shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by ITB Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

# 20. Post Qualification

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

# 21. Signing of the Contract

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

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# Section III Bid Data Sheet

# Notes on the Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

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# **Bid Data Sheet**

ITB Clause								
5.2		contracts similar to th of work, which shall b		refer to cont	tracts which have the sam			
		oject: Construction, processing laborator facilities						
7.1	Subcontracting i	is not allowed.			15-11-13			
10.1	ONLY the bid for	ompleted without any r forms will be accep orm provided by PC. PhilGEPS website wi	ted. A-Albay l	Research C	enter which can be			
10,3	No further instruc		De dece	predi				
10.4	The key personne below:	el must meet the requi	red minim	ium years o	f experience set			
	Key Personnel	General Experience		Relevant I	Experience			
	Project Engineer	PRC Licensed Engineer, with at years of experie vertical infrastructu	Civil least 3 ence in	Has super	rvised at least two (2) or the last five (5) years.			
	Structural Engineer	PRC Licensed, with 3 years of experience	at least	The state of the s	rvised at least two (2) or the last five (5) years.			
	Materials Engineer	PRC Licensed, with 3 years of experience			rvised at least two (2) or the last five (5) years.			
	Electrical Engineer	PRC Licensed, with 3 years of experience		The state of the s	rvised at least two (2) or the last five (5) years.			
	Safety Officer	with at least 3 years			rvised at least two (2) or the last five (5) years.			
	Construction Foreman	With 3 years of exas a foreman	perience		dled at least two (2) s foremen for the last five			
10.5		he Key Personnel mus			Salar is.			
		pment			Number of Units			
	Dump Truck			12 yd <sup>3</sup> 1				
	Backhoe		0.8	0 m3	1 1			
	Plate Compactor		5	hp	1			
	Concrete Vibra			amp	1			
	Concrete bagg	er mixer	4-6fl	<sup>3</sup> /min	1			
	Bar Cutter				1			
	Bar Bender				1			
	XX7 1 1:	ine	Heav	y duty	1			
	Welding mach			,				
	Power tools (c	ut-off machine		y davy	3+			

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11	In addition to the Bid Form and Bill of Quantities, the following shall be included in the Financial Component:
	1. Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid considering VAT and other taxes.  Notes:
	<ol> <li>Bidders with incomplete submission and/or omissions shall be disqualified.</li> <li>In filling out the bid form, bidders shall provide a discount offer in the form of amount, in figures and in words, including its application and methodology. In case of no discount offered, bidders shall write "None."</li> <li>For the bill of quantities, in case of any discrepancy/ies between the editable</li> </ol>
	(Excel) version and PDF version, the latter shall govern. The BAC and Procuring Entity are not responsible for any omissions made by the bidder in accomplishing this form.
11.1	Forms must be completed without any alterations to their format and no substitute form or no other forms will be accepted.
	ONLY the bid form provided by PCA-Albay Research Center which can be acquired thru the PhilGEPS website will be accepted.
12	Not applicable
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 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;
	b The amount of not less than 5% of ABC if bid security is in Surety Bond.
19.2	Partial bid is not allowed.
20	For purposes of <b>Post-qualification</b> , the following document(s) shall be required to be submitted within five (5) calendar days from receipt of notice from the BAC:
	<ol> <li>Income Tax Returns for year 2021 (BIR Form 1701 or 1702);</li> <li>Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) before the deadline of the submission of bids. The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (eFPS) for the past 6 months prior to the deadline of the submission of bids.</li> <li>Valid PRC Licenses of Key Personnel Assigned (if the bidder opt to submit expired PRC license together with the proof of renewal during the opening of bids)</li> </ol>
	4. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), if the bidder opted to submit the eligibility documents in lieu of the submission of the PhilGEPS Certificate of Registration (Platinum Membership) during opening of bids.
	N.B. Documents submitted during post-qualification as part of post qualification documents must be certified by the authorized representative to be true copy/ies from the original.

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Additional contract documents relevant to the project that may be required by existing laws and/or the Procuring Entity, such as:

construction schedule and S-curve,
manpower schedule,
construction methods,
equipment utilization schedule,
construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

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# Section IV General Conditions of Contract

# Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

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# 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.

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### 7. Warranty

- 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.

### Program of Work 11.

- 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.
- The Contractor shall submit to the Procuring Entity's Representative for approval an 11.2. 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

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according to a schedule specified in the SCC, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

# 14. Progress Payments

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

# 15. Operating and Maintenance Manuals

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

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# Section V Special Conditions of Contract

# Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

May 3 9

# **Special Conditions of Contract**

2	를 하면 없다면서 이번 100분이 되었다고 있다면 하는데 하면 되었다면 하는데, 100분에 되었다면 하는데	te is within 180 calendar days. t is within seven (7) calendar days	upon	
4.1		e partial possession of the Site to the e Contractor's receipt of the Notice		
6	The site investigation reports at The Ocular Site Inspection is			
7.2	Five (5) years warranty after	completion of the Contract.		
10	Day-works are applicable at t	he rate shown in the Contractor's or	iginal Bid.	
11.1	The Contractor shall submit t	he Program of Work to the Procuri 7) calendar days after receipt of th	ing Entity's	
11.2		late submission of an updated Progr tenth (1/10) of one percent (1%) or very day of delay.		
13	No advance payment.			
14	Payment/Progress Billing	Description	Weight	
	Advance Payment	-	-	
	Accomplishment of 70%	Contractor may bill 70% of the contract cost	70%	
	Accomplishment of 100%	Contractor may bill 30% of the contract cost	30%	
	TOTAL 100%			
	No further instruction.			
15.1	and signed by the winning be maintenance manuals are requ The As-Built Drawings Base	rawings Based on the Actual Accordider's Project Engineer and/or optired is 15 days upon satisfactory cond on the Actual Accomplishments ject Engineer shall be required beformpletion and final payment.	erating and ompletion.  and signed	
15.2	The amount to be withheld for	or failing to produce "as built" draw nanuals by the date required is 2%	vings and/or of the total	

pop 1 3

# Section VI Specifications

All works to be undertaken shall be in accordance with the plans and working drawings. It includes the furnishing of all materials, labor and equipment with supervision necessary for the complete construction of the said project.

The plans, detailed drawings and this scope of work shall be considered as complementing with each other, so that what is mentioned or shown on one, although not mentioned or shown in another, shall be considered as appearing in both. In case of conflict between the two, the same should be referred to the designing Architect/Engineer.

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Name of the Procuring Entity: Philippine Coconut Authority – Albay Research Center PB No. 2022-08

Name of the Project: Construction of Two-Storey Food Processing Laboratory

Facility at PCA-Albay Research Center, Banao, Guinobatan,

Albay

### I. GENERAL REQUIREMENTS

1. Project Billboard/Signage = 1 lump sum

2. Occupational Safety and Health Program = 1 lump sum

 Mobilization and Demobilization. The Contractor upon receipt of the Notice to Proceed shall immediately mobilize and transport his plant, equipment, materials, and employees to the site and demobilize or remove the same upon completion of project.

The Contractor shall be responsible in securing permits if required by the local city government.

Visit the site of the work and examine the premises to fully understand all existing conditions relative to the work. No increase in cost or extension of performance time will be considered for failure to verify and know actual site conditions

- 4. Temporary Light and Power Cost incurred in providing and maintaining Contractor's temporary light and power, including cost of mobilization and demobilization and cost incurred in the compliance of contract requirements shall not be measured but paid separately, same shall be deemed to be included in the cost of other items work, as part of the Contractor's construction overheads.
- Control of On-Site Construction Prior to the start of any definable feature of the work, the Contractor must perform the necessary inspection to include the following: Review of Contract Documents to make sure that material, equipment and products have been tested, submitted and approved.

Physical examination of materials and equipment to assure its conformity to the specification, plans, shop drawings and other data in the Contract Documents.

As soon as the work has been started, the Contractor shall conduct initial inspection to check and review the workmanship in compliance with contract requirements for a particular item of work.

The Contractor shall perform these inspections on a regular basis to assure continuing compliance with the contract requirements until completion of a particular type of work.

6. Progress meetings shall be called upon under the following circumstances for the purpose of discussing the implementation of the work:

When called upon by PCA-ARC for the purpose of discussing the execution of work. Decisions and instructions agreed on these meetings shall be binding and conclusive on the contract.

The Contractor may also call for a progress meeting for the purpose of coordinating, expediting and scheduling the work.

a. The Contractor shall prepare and submit progress reports to the PCA-ARC every 30 calendar days after the start of the project up to its completion, showing the work completed, work remaining to be done, and the status of construction equipment and materials at the site, as stipulated in the General Conditions

Page 23 of 50

- 7. Cleaning up The Contractor shall at all times, keep the construction area including storage areas free from accumulations of waste materials or rubbish. Upon completion of construction, the Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the PCA-ARC.
- 8. Protection. Protect adjacent properties, persons, shrubs, trees, lawns, structures and utilities against harm or damage.
- 9. Repairs. Damages done to properties adjacent to the construction premises brought about by demolition work, clearing and grubbing shall be repaired at the expense of the Contractor.

### II. CIVIL, MECHANICAL, ELECTRICAL, AND SANITARY/PLUMBING WORKS

### PART A. EARTHWORKS - This item of work include:

- 1. Surplus Common Excavation
- 2. Structure Excavation (Common Soil)
- 3. Embankment from Structure Excavation
- 4. Embankment (from Borrow)
- 5. Gravel Fill

### PART B. PLAIN AND REINFORCED CONCRETE WORKS - This item of work include:

- Structural Concrete (Footings and Slab on Fill, A, 28 days)
- Structural Concrete (Footing Tie Beam, A, 28 days)
   Structural Concrete (Columns, A, 28 days)
   Structural Concrete (Beams/Girders, A, 28 days)
   Reinforcing Steel (Deformed, Grade 40)

- 6. Formworks and Falseworks

### PART C. FINISHING WORKS - This item of work include:

- 1. CHB Non Load Bearing (including Reinforcing Steel, 150 mm)
- 2. CHB Non Load Bearing (including Reinforcing Steel, 100 mm)
- 3. Aluminum Glass Door (Swing/Sliding Type)
- 4. PVC Doors and Frames
- 5. Fire Rated Fire Exit Steel Door
- 6. Aluminum Glass Window (Sliding/Awning Type)
- 7. Cement Plaster Finish
- 8. Painting Works (Masonry/Concrete)
- 9. Glazed Tiles and Trims
- 10. Unglazed Tiles
- 11. Rough Hardware
- 12. Finishing Hardware
- 13. Structural Steel
- 14. Perforated Metal Wall (Façade)
- 15. Carpentry and Joinery Work
- Ceiling (6 mm, Wood Frame, Marine Plywood)

### PART D. PLUMBING/SANITARY WORKS - This item of work include:

- 1. Sewerline Works
- Cold Waterlines
   Plumbing Fixtures

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### PART E. ELECTRICAL WORKS - This item of work include:

- Conduit, Boxes, and Fittings (Conduit Works/Conduit Rough-in)
   Wires and Wiring Devices
   Panelboard with Main & Branch Breakers
   Lighting Fixtures and Lamps

### PART F. MECHANICAL WORKS - This item of work include:

1. Ventilation

I hereby commit to comply and a stated schedule.	eliver all the above requirements in accord	lance with the abov
Name of Company/Bidder	Signature over Printed Name Authorized Representative	Date

puf 1 in

# Section VII Drawings

Please see the attached plan

for for the states

# Section VIII Bill of Quantities

# Notes on the Bill of Quantities

### Objectives

The objectives of the Bill of Quantities are:

- to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

### Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

### **Provisional Sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

### Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bilder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

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Name of the Procuring Entity: Project Reference Number:

Bill of Quantities
Philippine Coconut Authority – Albay Research Center

PB No. 2022-08

Name of the Project:

Construction of Two-Storey Food Processing Laboratory Facility at PCA-Albay Research Center, Banao, Guinobatan, Albay

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	TOTAL BID PRICE
PART I	OTHER GENERAL REQUIREMENTS				
I-A	Project Billboard / Signboard	1.00	ea		
I-B	Occupational Safety and Health Program	1.00	l.s		
I-C	Mobilization/Demobilization	1.00	l.s.		
i i	SUBTOTAL OF PART I				
PART II	CIVIL, MECHANICAL, ELECTRICAL AND SANITARY	PLUMBING W	ORKS		
PART A	EARTHWORKS				
A-I	Surplus Common Excavation	69.68	m <sup>3</sup>		
A-2	Structure Excavation (Common Soil)	154.10	m <sup>3</sup>		4
A-3	Embankment from Structure Excavation	108,86	$m^3$		
A-4	Embankment (from Borrow)	27.87	m <sup>3</sup>		
A-5	Gravel Fill	48.93	m <sup>3</sup>		W
	SUBTOTAL OF PART A				
PART B	PLAIN AND REINFORCED CONCRETE WORKS				-
B-I	Structural Concrete (Footings and Slab on Fill, A, 28 days)	71.81	m <sup>3</sup>		
B-2	Structural Concrete (Footing Tie Beam, A, 28 days)	9.61	$m^3$		è.
B-3	Structural Concrete (Columns, A, 28 days)	18.78	$m^3$		
B-4	Structural Concrete (Beams/Girders, A, 28 days)	16.17	m <sup>3</sup>		
B-5	Reinforcing Steel (Deformed, Grade 40)	21,735.39	kg		
B-6	Formworks and Falseworks	549.04	m <sup>2</sup>		
WE 20100	SUBTOTAL OF PART B				
PART C	FINISHING WORKS				

D-2 D-3	Cold Waterlines Plumbing Fixtures	1.00	L.S.	
D-1	Sewerline Works	1.00	L.S.	
PART D	PLUMBING/SANITARY WORKS			
	SUBTOTAL OF PART C			
C-16	Ceiling (6 mm, Wood Frame, Marine Plywood)	107.03	m <sup>2</sup>	
C-15	Carpentry and Joinery Work	1,00	L.S.	
C-14	Perforated Metal Wall (Façade)	1.00	L.S.	
C-13	Structural Steel	1.00	L.S.	
C-12	Finishing Hardware	1.00	L.S.	
C-11	Rough Hardware	1.00	L.S.	
C-10	Unglazed Tiles	188.33	m <sup>2</sup>	
C-9	Glazed Tiles and Trims	18.60	m <sup>2</sup>	
C-8	Painting Works (Masonry/Concrete)	807.33	m <sup>2</sup>	
C-7	Cement Plaster Finish	819.95	m <sup>2</sup>	
C-6	Aluminum Glass Window (Sliding/Awning Type)	26.84	m <sup>2</sup>	
C-5	Fire Rated Fire Exit Steel Door	3.78	m <sup>2</sup>	
C-4	PVC Doors and Frames	2.85	m <sup>2</sup>	
C-3	Aluminum Glass Door (Swing/Sliding Type)	23.73	$m^2$	
C-2	CHB Non Load Bearing (including Reinforcing Steel, 100 mm)	230.89	m <sup>2</sup>	
C-1	CHB Non Load Bearing (including Reinforcing Steel, 150 mm)	203.16	m²	

Page 28 of 50

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT	TOTAL BID PRICE
PART E	ELECTRICAL				
E-1	Conduit, Boxes, and Fittings (Conduit Works/Conduit Rough-in)	1.00	1.s.		
E-2	Wires and Wiring Devices	1,00	1.s.		
E-3	Panelboard with Main & Branch Breakers	1.00	l.s.		
E-4	Lighting Fixtures and Lamps	1.00	l.s.		
	SUBTOTAL OF PART E				
PART F	MECHANICAL				
F-1	Ventilation	1.00	1.s.		
	SUBTOTAL OF PART F				
	SUBTOTAL OF PART II				
	TOTAL MATERIAL COST (PART I and SUB-TOTALS OF PART II)				
	TOTAL LABOR COST (PART I and SUB-TOTALS OF PART II)	VALUE			
	CONTRACTOR'S PROFIT MARGIN				
	OVERHEAD, CONTINGENCIES AND MAINTENANCE (OCM)				
	VAT				
	TOTAL BID AMOUNT IN FIGURES				
	AMOUNT IN WORDS			8	

Name:	
In the capacity of:	
Signature:	
Duly authorized to sign the Bid for and on behalf of:	
Date:	

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# Construction of 2 Storey Food Processing Laboratory Facility at PCA-Albay Research Center, Banao, Guinobatan, Albay

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1.4	Project Billboerd / Signboard	As Evaluated										
	Annual Calob, and Links Boomson	As Submitted	1,00	43								
1-0	Occupational seriety and region Programs	As Evaluated		100								
5	Advantilians in Names Add and the	As Submitted	1.00	l,								
2.5	MDSH2400h/Delth23H2400h	As Evaluated										
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		As Evaluated										
PARTI	CIVIL MECHANICAL ELECTRICAL AND SANITARY/PLUMBING WORKS	ORKS										
PART A			CONTRACT OF				100				CANAL STATES	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		As Submitted	89.68	no.			Wall will					
N-1	Surplus Common Excavation	As Evaluated										
2	Cracture Exception (Common Soll)	As Submitted	154.10	5								
3	Street Engineers (common ser)	As Evaluated										
A-7	Embankment From structure exclaudion	As Submitted	108.86	mS			Name of Street, or other Parks					
1		As Evaluated		Т								
Þ.	Embanisment (from Borrow)	As Submitted	27.87	3								
		As Submitted	48.90	5								
A-5	Gravel Fill	As Evaluated										
	1000	As Submitted										
	TOTAL OF PART A	As Evaluated										
PART B	PLAIN AND REINFORCED CONCRETE WORKS				2000				STATISTICS CONT.	000000000000000000000000000000000000000		
0.1	Canada Cono	As Submitted	71.01	oum	100							
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B.3	Structural Concrete (Columns, A. 28 days)	As Submitted	16.76	oum								
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B-6	Formworks and Falseworks	As Submitted	549.04	m2								
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C-2	CHB Non-Load Bearing (including Reinfording Steel, 100mm)	As Submitted	230,09	sam.								
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# Construction of 2 Storey Food Processing Laboratory Facility at PCA-Albay Research Center, Banao, Guinobatan, Albay

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Certifing (forms, Wood Frame, Marine Prywood)  Celling (forms, Wood Frame, Marine Prywood)  TOTAL OF PART C  PLUMBING/SANITARY WORK  Sewerline Works  Cold Waterlines  PLUMBING/SANITARY WORK  As Submitted  100  As Evaluated  As Submitted  As Submitted  100  As Evaluated  As Submitted  As Submitted  As Submitted  As Submitted  100  As Evaluated  As Submitted		Parking and Add Thomas (A)	As Submitted	3 00	LS,									
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# Construction of 2 Storey Food Processing Laboratory Facility at PCA-Albay Research Center, Banao, Guinobatan, Albay PCA Compound, Banao, Guinobatan, Albay

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# **Section IX**

# **Checklist of Technical and Financial Documents**

### Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

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# **Checklist of Technical and Financial Documents**

# I. TECHNICAL COMPONENT ENVELOPE

### Class "A" Documents

Legal Documents					
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);			
	(b)	and Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; and			
	(c)	Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;			
	(e)	and Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).			
Technical Documents					
	(f)	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, including the required attachments or supporting documents; and			
	(g)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules, including the required attachments or supporting documents; and			
	(h)	Philippine Contractors Accreditation Board (PCAB) License;			
	(i)	Special PCAB License in case of Joint Ventures;  and registration for the type and cost of the contract to be bid; and  Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;			
	(j)	Original copy of Notarized Bid Securing Declaration. Forms must be completed without any alterations to their format and no substitute form will be accepted.; and Project Requirements, which shall include the following and the required attachments or supporting documents:			
		<ul> <li>a. Organizational chart for the contract to be bid;</li> <li>b. List of contractor's key personnel (e.g., Project Manager/ Engineer, Structural Engineer, Materials Engineer, Electrical Engineer, Safety Officer, and Foremen), to be assigned to the contract to be bid, with their complete qualification and</li> </ul>			
		<ul> <li>experience data;</li> <li>c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be;</li> </ul>			
	(k)	d. Conformity with the Specifications; and 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. Forms must be completed without any alterations to their format and no substitute form will be accepted.			

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	Financial Documents				
		(1)	The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and		
		(m)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).  Class "B" Documents		
		(n)	If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;  or		
			duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.		
II.	FINA	NCL	AL COMPONENT ENVELOPE		
		(o)	Original of duly signed and accomplished Financial Bid Form; and		
	Othe	er doc	umentary requirements under RA No. 9184		
		(p)	Original of duly signed Bid Prices in the Bill of Quantities; and		
		(q)	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		
		(r)	Cash Flow by Quarter.		

Note: Any missing document in the above-mentioned checklist is a ground for outright rejection of the bid.

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# Section X

# Bid Forms and Sample Forms for Eligibility, Technical and Financial Components

(Use only the forms provided. Forms must be completed without any alterations to their format and no substitute form will be accepted.)

/ / / ~ Page 36 of 50

### Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

### **BID FORM**

Public Bidding No. 2022-08

To: Cristeta A. Cueto, PhD.

Department Manager II

Philippine Coconut Authority – Albay Research Center
Banao, Guinobatan, Albay, 4503

Thru: Maria Czet A. Fulleros Chairperson, Bids and Awards Committee Philippine Coconut Authority – Albay Research Center Banao, Guinobatan, Albay, 4503

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: Construction of Two-Storey Food Processing Laboratory Facility at PCA-Albay Research Center, Banao, Guinobatan, Albay:
- 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: <u>[insert amount in figures]</u> and <u>[insert amount in words]</u>;
- d. The discounts offered and the methodology for their application are: [insert amount in figures] and [insert amount in words];
- e. The total bid price includes the cost of all taxes, such as, but not limited to: (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,
- 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 <u>finsert percentage amount</u>] percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- 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;
- 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
- 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 Project

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<sup>1</sup> currently based on GPPB Resolution No. 09-2020

## "Construction of Two-Storey Food Processing Laboratory Facility at PCA-Albay Research Center, Banao, Guinobatan, Albay"

 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:	

In to per

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

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

### 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:

- 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.
- 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;
  - 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.
- 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.
- The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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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 Signatory's Legal Capacity]

Jor:

[Insert Procuring Entity]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

Acknowledgment

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

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### Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPIN	ES)
CITY/MUNICIPALITY OF	)SS

### AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- [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;

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_day of \_\_, 20 \_\_at \_\_\_\_, Philippines.

[Insert NAME OF BIDDER OR IT'S AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

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### Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINE	S)	
CITY OF	) S.S.	

### BID SECURING DECLARATION Project Identification No.: PB No. 2022-08

To: Cristeta A. Cueto, PhD.

Department Manager II

Philippine Coconut Authority – Albay Research Center
Banao, Guinobatan, Albay, 4503

Thru: Maria Czet A. Fulleros Chairperson, Bids and Awards Committee Philippine Coconut Authority – Albay Research Center Banao, Guinobatan, Albay, 4503

I/We, the undersigned, declare that:

- 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;
  - 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]

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Name of the Procuring Entity: Project Reference Number:

Philippine Coconut Authority - Albay Research Center

PB No. 2022-08

Name of the Project:

Construction of Two-Storey Food Processing Laboratory Facility at PCA-

Albay Research Center, Banao, Guinobatan, Albay

### KEY PERSONNEL (FORMAT OF BIO-DATA)

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. Fill up a form for each person.

1.	Name:	
2.	Nationality:	
3.	Education and Degrees:	
4.	Proposed Position:	
5.	Length of Service with the Firm:	year(s) From [insert month and year] To [insert month and year]
6.	Years of Related Experience for the proposed position:	
7.	List of Projects Handled:	(Use additional sheet/s if necessary)
	ame of Project	
	nme of Owner:	
	pe of Project:	
	sition :	
5000	riod of ssignment:	

Signature of Key Personnel

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz., Project Manager, Project Engineer, Materials Engineer, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).

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# SUPPLIER'S LETTERHEAD (PROFORMA LETTER FOR WITHDRAWAL OF DOCUMENTS)

Date	
Maria Czet A. Fulleros Chairperson, Bids and Philippine Coconut Au	
Banao, Guinobatan, A	
Dear Ma'am:	
<b>Processing Laboratory</b>	tee to Public Bidding No. 2022-08 for Project: "Construction of Two-Storey Food Facility at PCA-Albay Research Center, Banao, Guinobatan, Albay". (Name of requests for the following:
	( ) Withdraw of Bid Submissions ( ) Refund of Bid Security (Attached is a photocopy of the Procurement Service
	Official Receipt)
	( ) Cancellation of Credit Line Certificate
It is understood that and/or protest in connec	waives its right to file any motion for reconsideration tion with the above-cited Public Bidding Project.
Thank you.	
Very truly yours,	
Authorized Signatory (Signature over printe	

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Contract Name:	Construction of Two-Storey Food Processing Laboratory Facility at PCA-
	Albay Research Center, Banao, Guinobatan, Albay
Contract No.:	2022-08
Location of the Contract:	Philippine Coconut Authority - Albay Research Center, Banao,
	Guinobatan, Albay, 4503

CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT
Business Name:
Business Address:
Submit a copy of the Organizational Chart that the Contractor intends to use to execute the contract if awarded to it. Indicate in the chart the names of the Project Manager/Engineer, Materials and Electrical Engineer, Safety Officer, Foreman, and other Key Personnel, as required in the Instructions to Bidders (Bid Data Sheet).
Attach the required Proposed Organizational Chart for the Contract
Name and Signature of Bidder's Representative  Position Name of Bidder

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## STATEMENT OF AVAILABILITY OF KEY PERSONNEL AND EQUIPMENT

[Date of Issuance]

To: Cristeta A. Cueto, PhD.

Department Manager II

Philippine Coconut Authority - Albay Research Center

Banao, Guinobatan, Albay 4503

Thru: Ms. Maria Czet A. Fulleros Chairperson, Bids and Awards Committee

PCA – Albay Research Center Banao, Guinobatan, Albay, 4503

Dear

In compliance with the requirements of the PCA - ARC Bids and Awards Committee for the bidding of the Project: Construction of Two-Storey Food Processing Laboratory Facility at PCA-Albay Research Center, Banao, Guinobatan, Albay under Public Bidding No. 2022-08 ("the Project"), we certify that *[Name of the Bidder]* has in its employ key personnel, such as Project Manager, Project Engineer, Structural Engineer, Drainage Engineer, Highway Engineer, Geodetic Engineer, Materials Engineer II, Mechanical Engineer, Electrical Engineer, Quantity Engineer, Landscape Architect and Site Engineer, who will be engaged for the construction of the said Project. Further, we likewise certify the availability of equipment that *[Name of the Bidder]* owns, has under lease, and/or has under purchase agreement that may be used for the Project.

Very truly yours,

[Name of Authorized Representative] [Position] [Name of Bidder]

profit. a

Contract Name: Contract No.: Location of the Contract:

> Public Bidding No. 2022-08 Construction of Two-Storey Food Processing Laboratory Facility at PCA-Albay Research Center, Banao, Guinobatan, Albay

Philippine Coconut Authority - Albay Research Center, Banao, Guinobatan, Albay, 4503

# LIST OF EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENT PLEDGED TO THE PROPOSED CONTRACT

ısıness Address:							
Description	Model/Year	Capacity/Performance/Size	Plate No.	Motor No./Body No.	Location	Condition	Proof of Ownership/ Lease/Purchase
. Owned <sup>1</sup>							
3. Leased <sup>2</sup>							3000000
. Under Purchase Agreements <sup>3</sup>							

Designation:

(Printed Name & Signature of Bidder's Authorized Representative)

Attached are the certifications from the vendors that the equipment units under C (Purchase Agreements) shall be available for this contract.

<sup>2</sup>Attached are the certifications from the lessors that the equipment units under B (Leased) shall be available for this contract.

# Statement of Bidder's Single Largest Completed Contract (SLCC) which is similar in nature to the contract to be bid.

	Tab Na
1	Name of
Contract	Date of
Direction	Contract
Control Direction Name and	Owner's
Wark	Nature of
Pole	Nature of Contractor's
Contract	Total
Completion	Date of
Contract	Total
of Planned Outstanding	Percentages
Outstandi	Value of

											A COLUMN
Value of Outstanding Works, if applicable (in PhP)	Percentages of Planned & Actual Accomplish ments, if applicable	Contract Value at Completion, if applicable (in PhP)	Date of Completion	Total Contract Value at Award (in PhP)	Contractor's Role (whether sole contractor, subcontractor or partner in a JV)	Nature of Work	Owner's Name and Address	Contract Duration	Date of Contract	Name of Contract	No.

Note: This statement shall be supported with the following:

1. Notice of Award and/or Notice to Proceed issued by the Owner

2. Contractor's Performance Evaluation System Rating Sheet or Certificate of Acceptance by the Owner

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(Printed Name & Signature of Bidder's Authorized Representative)

Designation:

Yours sincerely,

ite:

# Statement of all On-going Government & Private Contracts including contracts awarded but not yet started, if any

In compliance with the eligibility requirements for the bidding of the Project: Construction of Two-Storey Food Processing Laboratory Facility at PCA-Albay Research Center, Banao, Guinobatan, Albay under Public Bidding No. 2022-08, this is to certify that [name and complete address of Bidder] has the following completed government and private contracts:	Dear,	Business Address:	Business Name:
it PCA-Albay Research Center, overnment and private contracts:			

		Tab No.
		Name of Contract
		Date of Contract
		Contract Duration
		Owner's Name and Address
		Nature of Work
		Contractor's Role (whether sole contractor, subcontractor or partner in a JV)
		Total Contract Value at Award (in PhP)
		[Estimated] Date of Completion
		Total Contract Value at Completion, if applicable (in PhP)
		Percentages of Planned & Actual Accomplish ments, if applicable
		Value of Outstanding Works, if applicable (in PhP)

Note: This statement shall be supported with Notice of Award and/or Notice to Proceed issued by the Owner

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(Printed Name & Signature of Bidder's Authorized Representative)

Designation:

Yours sincerely,