

PHILIPPINE BIDDING DOCUMENTS
(As Harmonized with Development Partners)

**Procurement of
INFRASTRUCTURE
PROJECTS**

Government of the Republic of the Philippines

**DESIGN AND BUILD INFRASTRUCTURE PROJECT FOR
THE CONSTRUCTION OF POLLEN LABORATORY
BUILDING IN ALAMINOS, LAGUNA UNDER 2023 CFIDP**

ABC: PhP 1,117,000.00

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRICULTURE
PHILIPPINE COCONUT AUTHORITY
Region IV, Brgy. Isabang, Lucena City, Quezon
Telephone Number: (042) 795-5472
<http://www.pca.da.gov.ph> / Email address: regioniv@pca.gov.ph

Invitation to Bid for Design and Build Infrastructure Project for the Construction of Pollen Laboratory Facility in Alaminos, Laguna

The Philippine Coconut Authority Region IV through the approved allocation under the 2023 Coconut Farmers and Industry Development Plan (CFIDP) fund intends to apply the sum of One Million One Hundred Seventeen Thousand Pesos (P1,117,000.00) being the Approved Budget for the Contract (ABC) for the construction of Pollen Laboratory Facility in Alaminos, Laguna.

PCA Region IV now invites bids for the above Procurement Project. Completion of the Works is required within one hundred twenty (120) 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 and competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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 No. 5183.

The complete schedule of activities is listed as follows:

ACTIVITIES	SCHEDULE
1. Issuance of Bid Documents	June 30, 2023 – July 20, 2023
2. Pre-Bid Conference	July 7, 2023 Fri 10:30 AM Venue: PCA Lucena City (Physical or Videoconferencing)
3. Deadline for Submission of Bids	July 20, 2023 Thurs 9:00 AM Venue: PCA Lucena City (Printed Copy)
4. Eligibility Screening and Opening of Bids	July 20, 2023 Thurs (Physical or Videoconferencing) Venue: PCA Lucena City
5. Bid Evaluation	July 20, 2023 Thurs
6. Post-Qualification	(This shall be in accordance with the period prescribed under the IRR of RA 9184)
7. Notice of Award	

Bid documents will be made available to prospective bidders upon payment of non-refundable amount of PhP 5,000.00.

Bidders may pay thru cash at the Cashier's Office, PCA Regional Office IV, Brgy. Isabang, Lucena City, Quezon from 8:00AM to 5:00PM, Mondays thru Fridays. Bidders may also pay via bank deposit at PCA Region IV's LBP Bank Account No. 0212-1002-85. Once deposited, the bidder shall email the bank deposit slip to rbac_pcaiv@yahoo.com for proper issuance of Official Receipt.

Bidding documents may also be downloaded free of charge from the official website of the Philippine Coconut Authority (<http://www.pca.da.gov.ph>) and from the website of the Philippine Government Electronic Procurement System (PhilGEPS), provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

Bids must be duly received by the RBAC Secretariat through manual submission at the office address indicated below following instructions indicated in Section IX of this Bidding Documents, on or before the deadline of submission of bids.

Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below or thru video conferencing. Late bids shall not be accepted.

PCA Region IV assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of the bids.

PCA Region IV 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.

For further information, please refer to:

MARILYN R. CLENUAR

Head-Secretariat

PCA Regional Office IV

Brgy. Isabang, Lucena City, Quezon

Tel. no.: (042) 795-5472

Email add.: rbac_pcaiv@yahoo.com

(SGD.)

JUDY dP. PINGCO

RBAC Chairperson

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.

1. Scope of Bid

The Procuring Entity, *Philippine Coconut Authority Region IV* invites Bid for the *Design and Build Infrastructure Project for the Construction of Pollen Laboratory Building in Alaminos, Laguna*.

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 2023 in the amount of *P1,117,000.00*.

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

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:

- a. Subcontracting is not allowed.
- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* 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.
- 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* 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.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address {[insert if applicable]} and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section 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, 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 *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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

Bid Data Sheet

ITB Clause	
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p><i>Architectural Works, Structural Works, Electrical Works, Mechanical Works and Sanitary and Plumbing Works</i></p> <p>The bidder must have successfully undertaken and completed at least one design and construction project/contract, costing at least 50% of the ABC of this project within the past five (5) years. For this purpose, design and construction projects/contracts shall refer to Detailed Architecture and Engineering Designs (DAED) and Building Construction.</p>
7.1	<i>Subcontracting is not allowed.</i>
10.3	<p><i>The bidder must be a holder of a valid Philippine Contractors Accreditation Board (PCAB) License Category AAA. In the case of a Joint Venture, at least the lead or controlling partner must be a holder of Category “AAA” of PCAB license.</i></p> <p><i>The joint venture must have obtained and must submit as part of its bid a Special PCAB License for Joint Venture.</i></p>
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <p>The Designer shall be an Architect registered and licensed to practice architecture or two or more associated individuals registered and licensed to practice architecture. For the Design phase, the Bidder, in its bid, shall submit a list of key personnel, as shown below, containing the names, educational attainment, training, professional license and work experience, attaching each of their curriculum vitae and a copy of the valid PRC licenses of the professionals.</p> <p>Architect</p> <ol style="list-style-type: none"> 1. The architect must be a holder of a valid relevant PRC license and must have successfully undertaken and completed at least one design project/contract of similar building type. For this purpose, design shall refer to Detailed Architecture and Engineering Designs (DAED) of a building. In case of Architectural Firm, the Principal Architect of said firm must be a holder of valid relevant PRC license. 2. At least five (5) years of relevant professional experience, for the Architect as well as the Architectural Firm’s Principal Architect. <p>Structural Engineer</p>

ITB Clause															
	<ol style="list-style-type: none"> The bidder must have or must engage a Civil Engineer who must be a holder of a valid PRC license for his/her said profession. At least five (5) years of relevant professional experience (i.e. Structural Engineer). <p>Professional Electrical Engineer</p> <ol style="list-style-type: none"> The bidder must have or must engage an Electrical Engineer who must be a holder of a valid PRC license for his/her said profession. At least five (5) years of relevant professional experience (i.e. Electrical Engineer). <p>Sanitary Engineer or Master Plumber</p> <ol style="list-style-type: none"> The bidder must have or must engage a sanitary engineer or a Master Plumber who must be a holder of a valid PRC license for his/her said profession. At least five (5) years of relevant professional experience (i.e. Sanitary Engineer or Master Plumber). <p>Support Staff Field team non-key personnel composition:</p> <ul style="list-style-type: none"> Foreman, Steelmen, Electricians, Masons, Welders, Carpenters, Plumbers, Painters, Laborers 														
10.5	<p>The minimum major equipment requirements are the following:</p> <table data-bbox="379 1216 898 1473"> <thead> <tr> <th><u>Equipment</u></th><th><u>Number of Units</u></th></tr> </thead> <tbody> <tr> <td>Bagger mixer</td><td>2</td></tr> <tr> <td>Cut-ff (rebar cutter)</td><td>2</td></tr> <tr> <td>Grinder</td><td>2</td></tr> <tr> <td>Driller</td><td>2</td></tr> <tr> <td>Welding machine</td><td>2</td></tr> <tr> <td>Circular saw</td><td>2</td></tr> </tbody> </table> <p>Tools and equipment must be in good condition.</p>	<u>Equipment</u>	<u>Number of Units</u>	Bagger mixer	2	Cut-ff (rebar cutter)	2	Grinder	2	Driller	2	Welding machine	2	Circular saw	2
<u>Equipment</u>	<u>Number of Units</u>														
Bagger mixer	2														
Cut-ff (rebar cutter)	2														
Grinder	2														
Driller	2														
Welding machine	2														
Circular saw	2														
12	<i>No further instructions.</i>														
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> The amount of not less than <u>P22,340.00</u> (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; The amount of not less than <u>P55,850.00</u> 5% of ABC, if bid security is in Surety Bond. 														

ITB Clause	
19.2	<i>No further instructions.</i>
20	<p><i>Bidder have option to submit manually filed tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS).</i></p> <p><i>Note: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p>
21	<p>The Contractor shall submit a detailed program of work within fourteen (14) calendar days after the issuance of the Notice to Proceed for approval by the procuring entity that shall include, among others:</p> <ol style="list-style-type: none"> 1. The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction; 2. Periods for review of specific outputs and any other submissions and approvals; 3. Sequence of timing for inspections and tests as specified in the contract documents; 4. General description of the design and construction methods to be adopted; 5. Number and names of personnel to be assigned for each stage of the work; 6. List of equipment required on site for each major stage of the work; and 7. Description of the quality control system to be utilized for the project.

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.

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

4.1. 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.

4.2. 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

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.

Special Conditions of Contract

GCC Clause	
2	<i>No further instructions.</i>
4.1	<i>The design and build infrastructure shall be finished within ninety (90) calendar days.</i>
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i>
7.2	<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.
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>fourteen (14) calendar days</i> after the issuance of the Notice to Proceed.
11.2	The amount to be withheld for late submission of an updated Program of Work is P10,000.00.
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>No further instructions.</i>
15.1	Completion of Works is within the following days upon receipt of the Notice to Proceed: <ol style="list-style-type: none"> 1. Pre-Detailed Engineering Design: 14 calendar days from NTP 2. Detailed Design: 16 calendar days from approval of Design Development Drawing 3. Construction: 90 calendar days from the issuance of Notice to Commence Work.
15.2	The amount to be withheld for failing to produce "as built" drawings by the date required is P10,000.00.

Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted

subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

SPECIFICATIONS

The quality of materials to be furnished or work to be done shall be in accordance with industry guidelines, such as but not limited to the following:

- Bureau of Research and Standards of the DPWH,
- Industrial Technology Development Institute (ITDI),
- DOST or Philippine Accreditation Office (PAO) DTI –Testing Laboratories.

However, if specified materials are not locally available, the Designer-Builder shall immediately propose acceptable alternatives in writing addressed to the PCA Management.

The Designer-Builder shall provide technical services in preparation of the architectural and detailed engineering design for the proposed design and build project should be within our Approved Budget for the Contract (ABC).

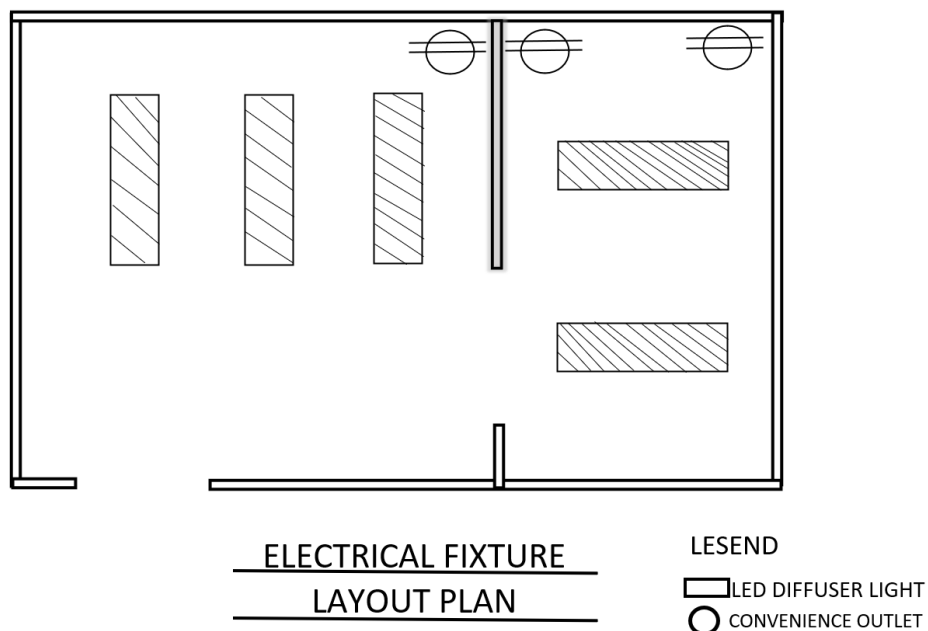
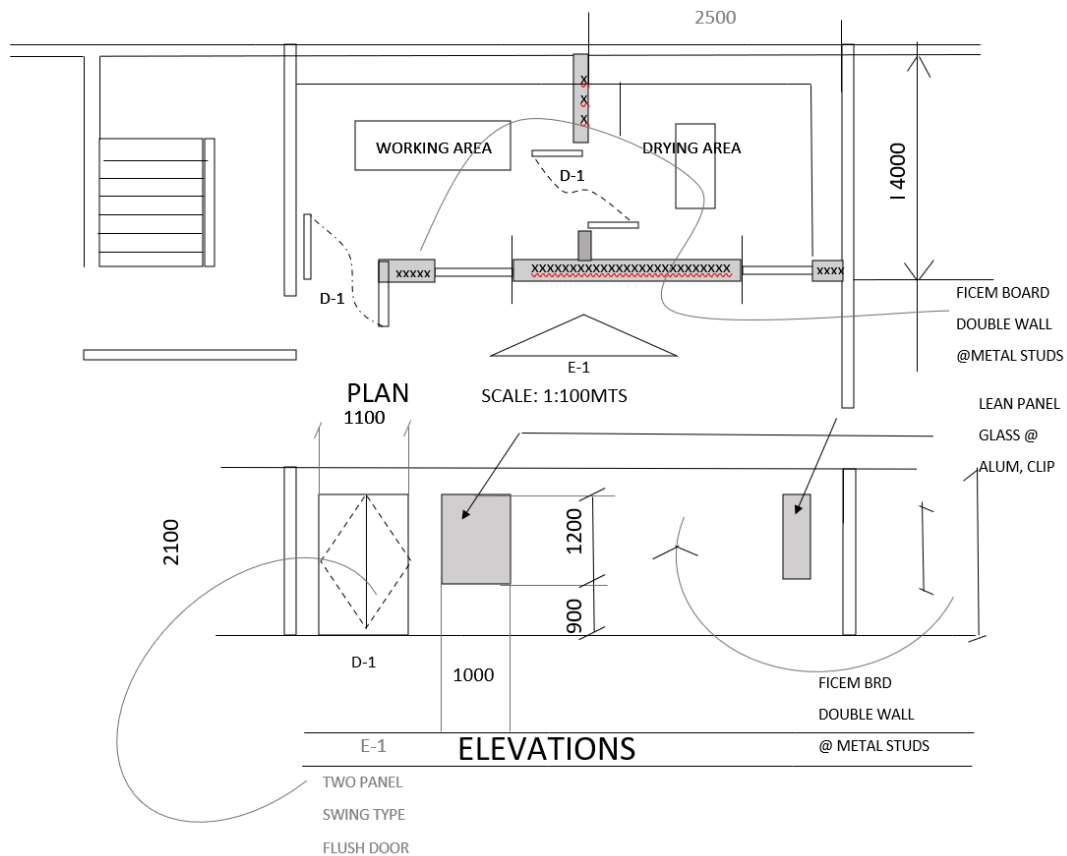
In this regard, the contractor or the key personnel to be assigned must have professional experience compatible with the undertaking.

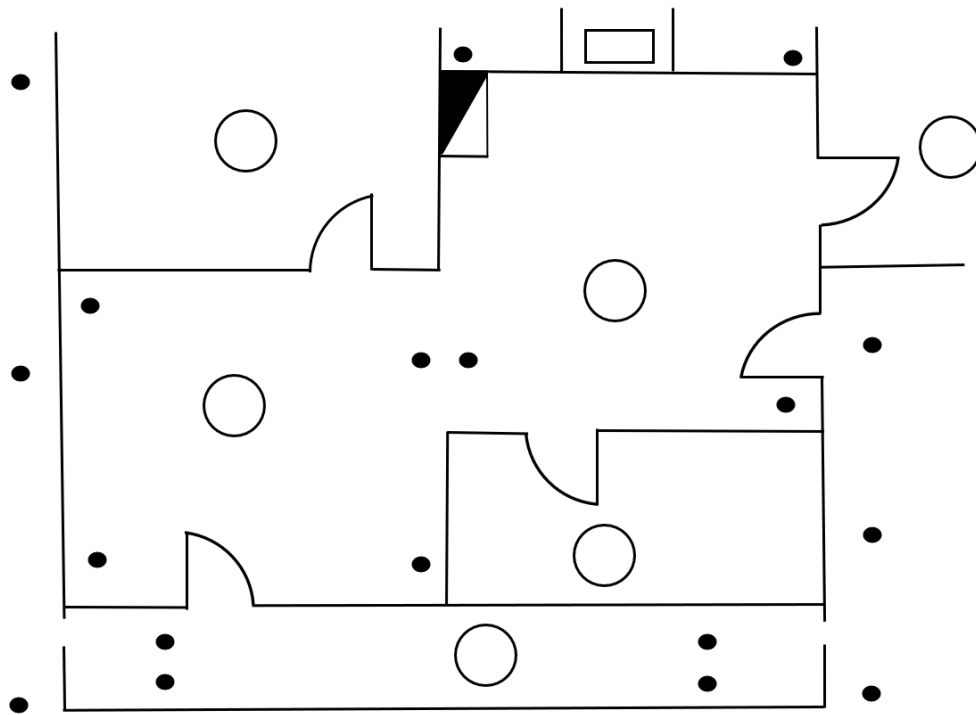
The Designer-Builder, before commencing work, shall examine the proposed location of the project and all adjoining areas on which this work is in any way dependent for perfect workmanship according to the intent of these specifications.

The Designer-Builder shall also implement the construction activities to complete the project in accordance with the approved construction drawings and specifications and the scope of work as specified in the contract. The Designer-Builder shall complete the services or “Scope of Works” within 120 calendar days from receipt of Notice to Proceed.

Section VII. Drawings

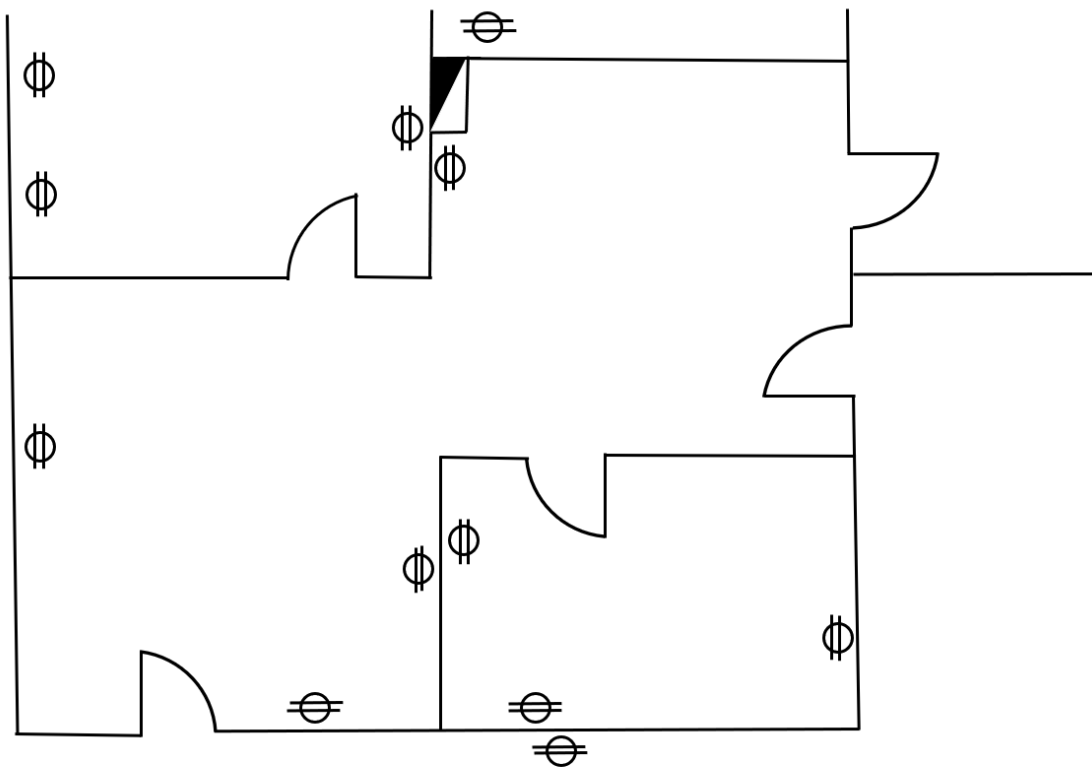
The proposed design of the procuring entity is illustrated below.





LIGHTING LAY-OUT

Figure 3. Lighting Layout



POWER LAY-OUT

Figure 4. Power Layout

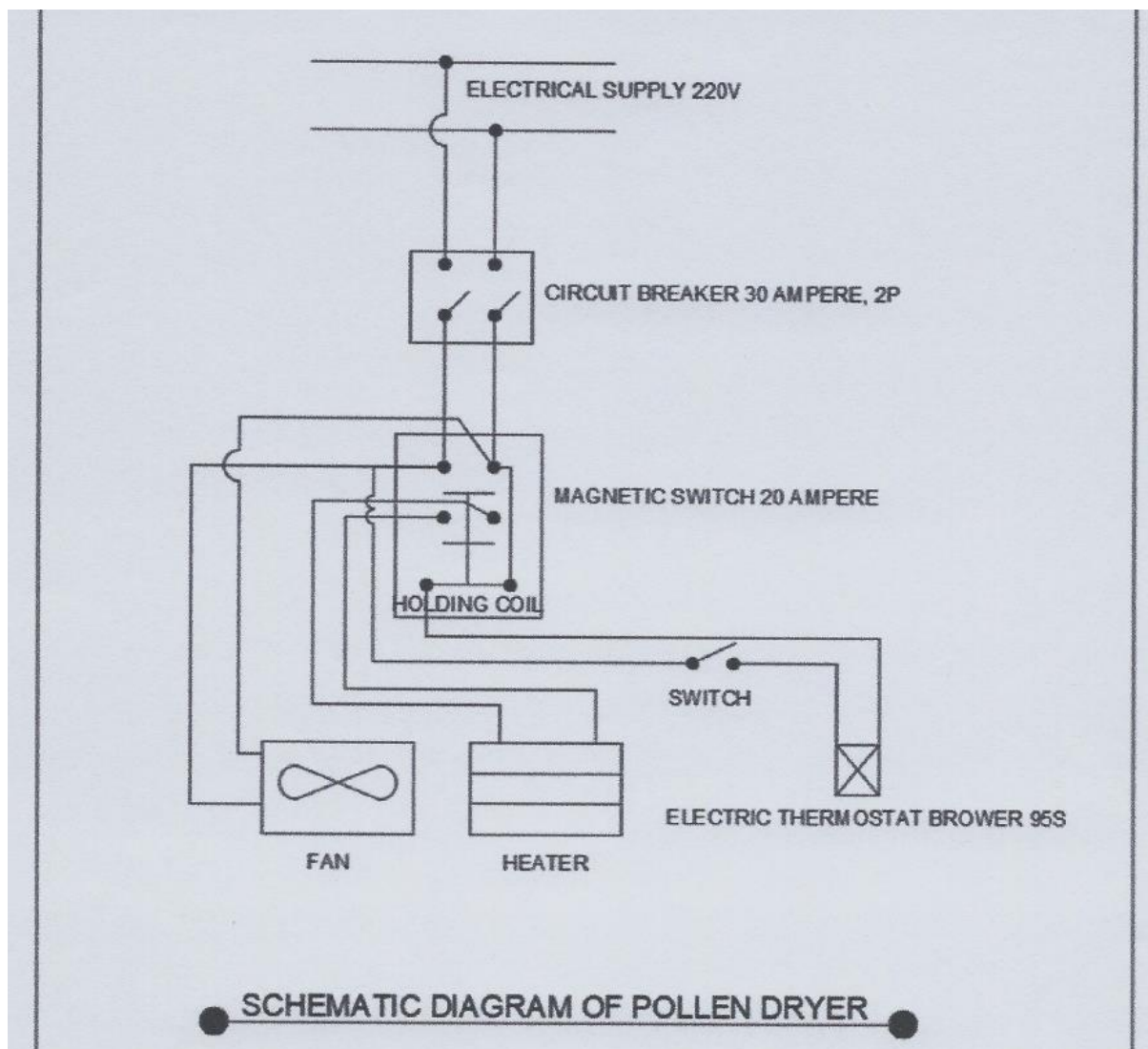


Figure 5. Schematic Diagram of Pollen Dryer

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. 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 Bidder 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.

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.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ (b) 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;
and
- ☐ (e) 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; **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; **and**
- ☐ (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- ☐ (i) 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**
- ☐ (j) Project Requirements, which shall include the following:
 - ☐ a. Organizational chart for the contract to be bid;
 - ☐ b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - ☐ c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be;
 - ☐ d. Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring entity;
 - ☐ e. Design and construction methods;

- ☐ f. List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data; and,
- ☐ g. Value engineering analysis of design and construction method.
- ☐ (k) 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.
- ☐ (l) Conformity to the approved Terms of Reference (TOR).

Financial Documents

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

Class "B" Documents

- ☐ (o) 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

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

Other documentary requirements under RA No. 9184

- ☐ (q) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (r) 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**
- ☐ (s) Cash Flow by Quarter and Payment Schedule.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRICULTURE
PHILIPPINE COCONUT AUTHORITY
Region IV, Brgy. Isabang, Lucena City, Quezon
Telephone Number: (042) 795-5472
<http://www.pca.da.gov.ph> / Email address: regioniv@pca.gov.ph

TERMS OF REFERENCE (TOR)

CONSTRUCTION OF POLLEN LABORATORY BUILDING IN ALAMINOS, LAGUNA UNDER 2023 CFIDP USING DESIGN AND BUILD SCHEME

I. PROJECT DESCRIPTION

The procurement project through the approved allocation under the 2023 Coconut Farmers and Industry Development Plan (CFIDP) intends to apply the sum of **One Million One Hundred Seventeen Thousand Pesos (P1,117,000.00) being the Approved Budget for the Contract (ABC)** for the construction of Pollen Laboratory Facility in Alaminos, Laguna.

PCA Region IV intends to engage Architectural and Detailed Engineering Design, Consultancy and Construction expertise of a Contractor and Engineering Firm/Company to undertake the following designing and construction works:

- a. Prepare and submit Design Standards in accordance with appropriate standards and accepted detailed engineering practice of the Department of Public Works and Highways (DPWH).
- b. Prepare and conduct Field Surveys, Investigation Reports and seek queries of the end-users desired design. These field investigations shall be carried out in accordance with the design guidelines, criteria and standards adopted by the DPWH. All survey and investigation works shall be prepared in a manner satisfactory to carry out accurate design and production of plans.

II. CONCEPTUAL DESIGN

The rehabilitation of the building structure of PCA Office in Alaminos, Laguna including utility facilities, installation of fire protection systems and centralized electrical system should conform to the provisions of the National Building Code of the Philippines (PD 1096), Accessibility Law (BP 344), National Structural Code of the Philippines, Electrical Engineering Law (RA 7920), Mechanical Engineering Law (RA 5336), Fire Code (RA 9514), and other laws and regulations covering environmental concerns and local ordinances and regulations.

The end-user's proposed design is illustrated below.

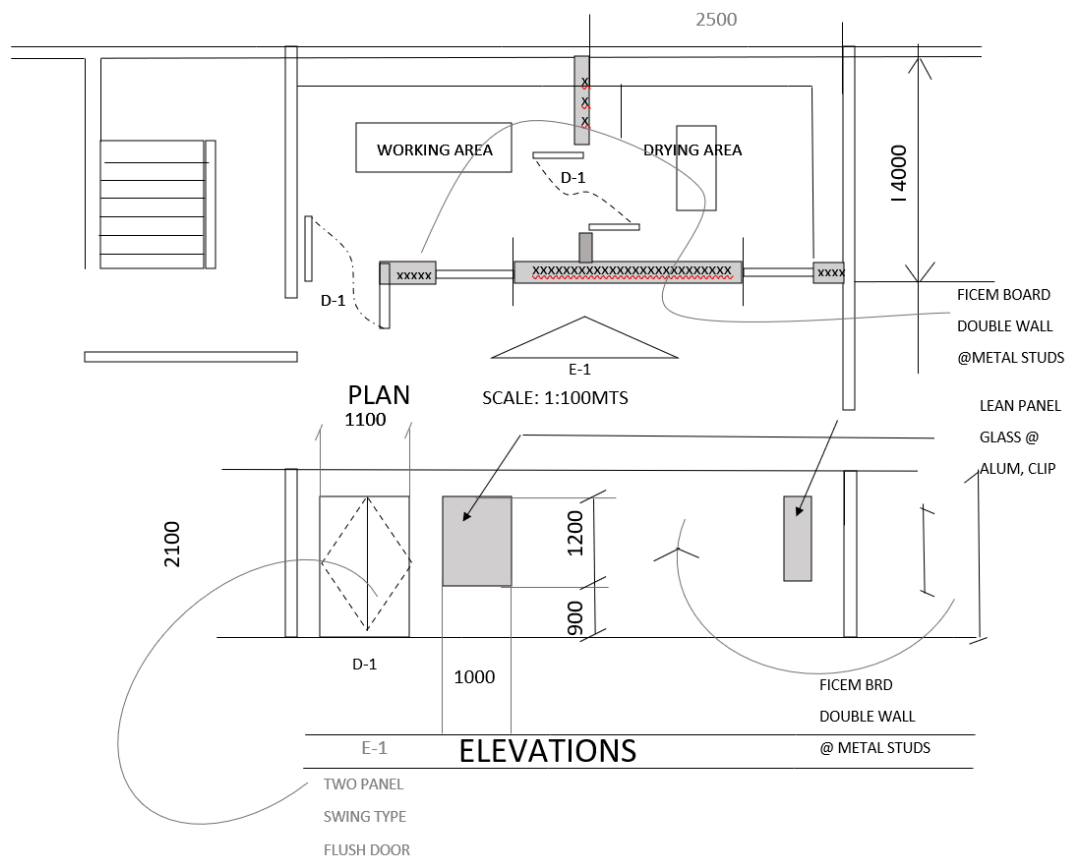


Figure 1. Pollen Laboratory Layout Design

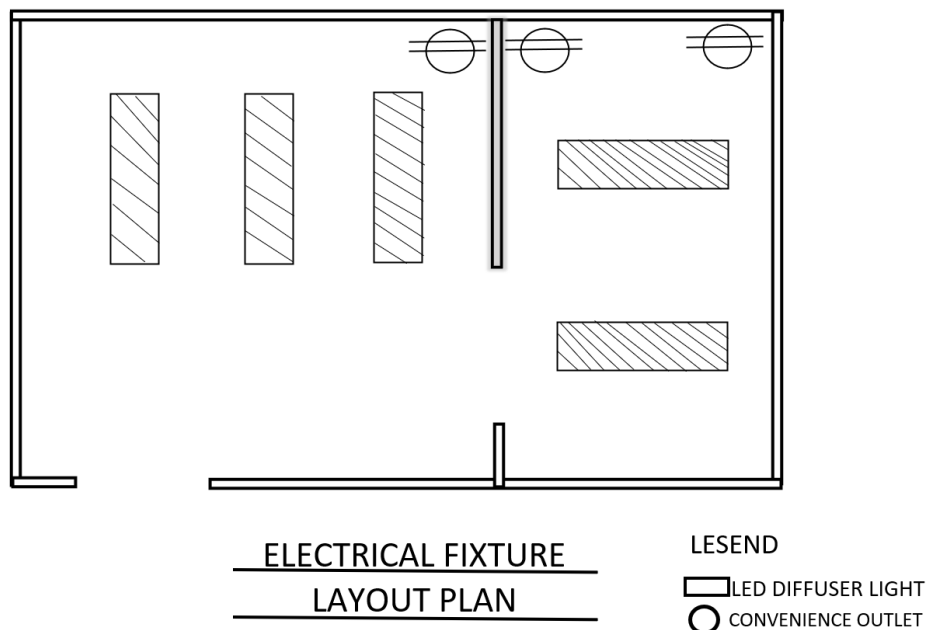
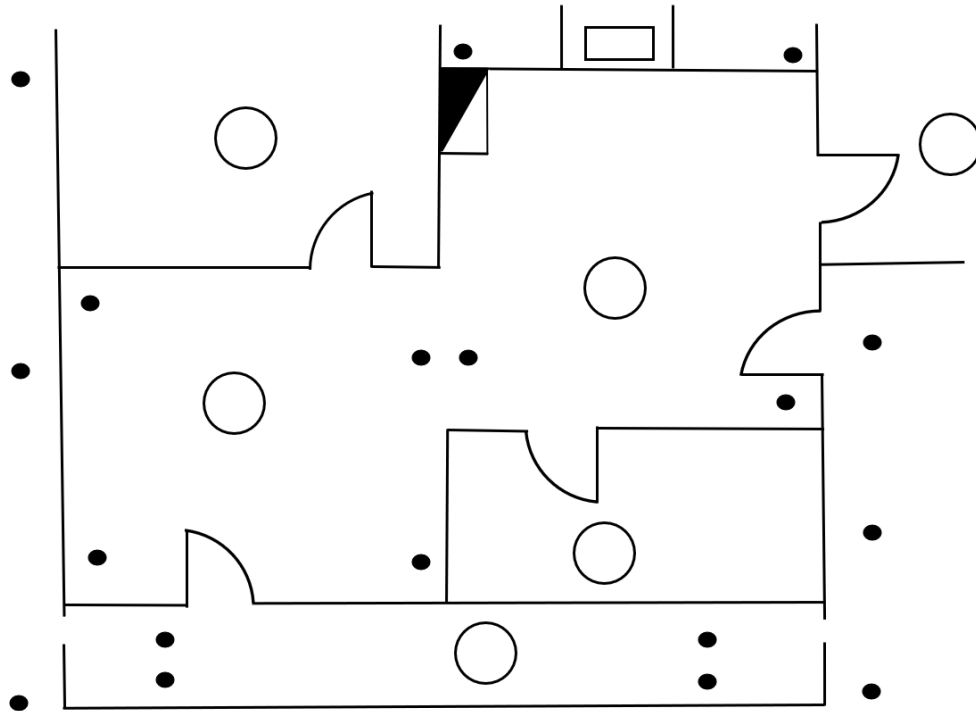
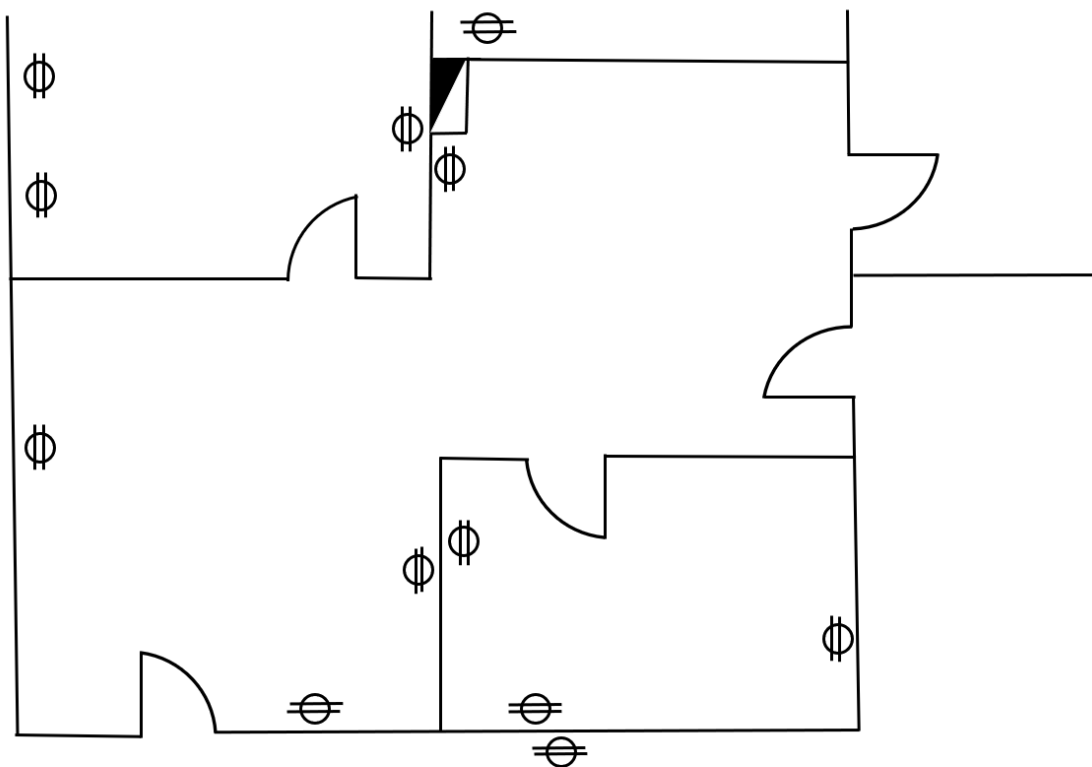


Figure 2. Electrical Fixture Layout Plan



LIGHTING LAY-OUT

Figure 3. Lighting Layout



POWER LAY-OUT

Figure 4. Power Layout

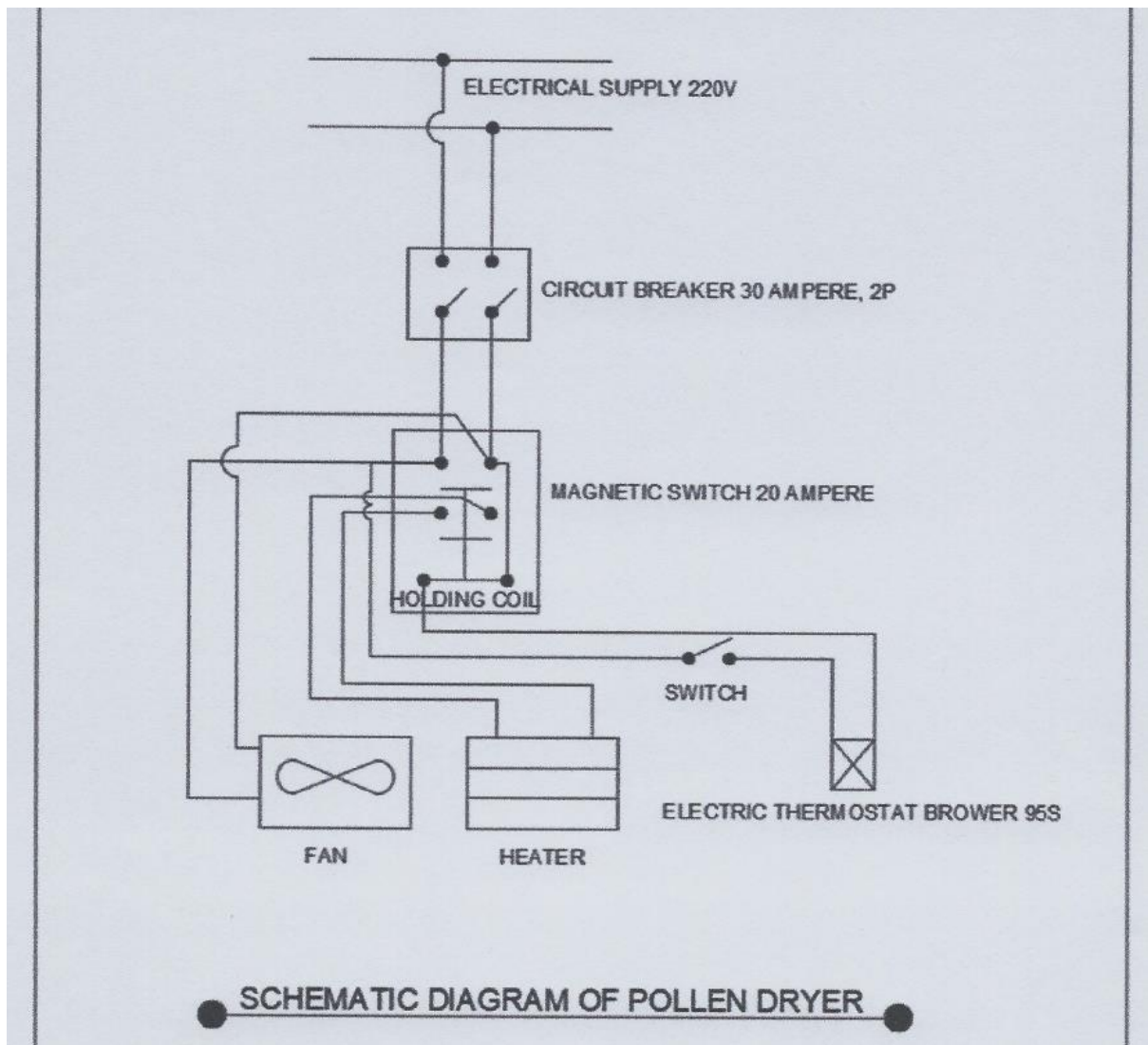


Figure 5. Schematic Diagram of Pollen Dryer

III. PERFORMANCE SPECIFICATIONS AND PARAMETERS

3.1. Scope of Work

Upon award of the design and build contract, the winning bidder shall be responsible for the preparation and submission of all necessary detailed engineering investigations, surveys and designs in accordance with the provisions of Annex “A” of the 2016 Revised IRR of RA 9184.

The quality of materials to be furnished or work to be done shall be in accordance with industry guidelines, such as but not limited to the following:

- Bureau of Research and Standards of the DPWH,
- Industrial Technology Development Institute (ITDI),
- DOST or Philippine Accreditation Office (PAO) DTI –Testing Laboratories.

However, if specified materials are not locally available, the Designer-Builder shall immediately propose acceptable alternatives in writing addressed to the PCA Management.

The Designer-Builder shall provide technical services in preparation of the architectural and detailed engineering design for the proposed design and build project should be within our Approved Budget for the Contract (ABC).

In this regard, the contractor or the key personnel to be assigned must have professional experience compatible with the undertaking.

The Designer-Builder, before commencing work, shall examine the proposed location of the project and all adjoining areas on which this work is in any way dependent for perfect workmanship according to the intent of these specifications.

The Designer-Builder shall also implement the construction activities to complete the project in accordance with the approved construction drawings and specifications and the scope of work as specified in the contract. The Designer-Builder shall complete the services or “Scope of Works” within 120 calendar days from receipt of Notice to Proceed.

3.2. Detailed Design Phase

The detailed design phase should be completed within 30 calendar days from the receipt of Notice to Proceed which shall include the following:

- Floor Layout and Design
- Electrical Layout and Design
- Sanitary/Plumbing Layout and Design
- Computer Network Cabling Layout and Design
- Detailed list of materials including finishing materials
- Other Supplementary Plans
- Comments and Suggested Solutions (Design/Layout Improvement)

The Designer-Builder shall also include the preparation of the conceptual design, performance specifications, process flow and manning schedule.

The design and construction works shall conform to the requirements of the National Building Code, Philippine Electrical Code, Code of Professional Practice and other related pertinent practices, codes in the Philippines as well as the local rules, regulations and ordinances of the Alaminos government and must be acceptable to the PCA Management. The Designer-Builder shall also compute all construction material quantities for the construction of Pollen Laboratory building.

The Designer-Builder is required to present its proposed design for the project to the Regional Bids and Awards Committee (RBAC) after the opening of bids.

3.3. Construction Phase

The activities of the Designer-Builder for the construction phase would include but will not be limited to the following:

1. Designate one (1) Project Manager who shall work full time during the construction period/duration of the contract. He shall be in charge of the construction work and is expected to perform the following:
 - a. Schedule, oversee and monitor the day-to-day construction works.
 - b. Coordinate, address and resolve concern/s of nearby buildings and structure relative to the construction and related services as required by LGU and regulating agencies.
 - c. Conduct a project status meeting with the TWG during which a progress report on all activities for the week will be submitted.
2. The Designer-Builder shall carry out a complete all items of work in accordance with the approved plans and specifications.
3. The Designer-Builder shall prepare the revised major modifications/changes in design after the approval of PCA Management during the construction implementation, if any.
4. The Designer-Builder shall prepare monthly accomplishment reports supported with progress photographs and S-Curves to monitor actual progress status reports to be used as basis for progress billing to be submitted to PCA through the TWG.

3.4. Post Construction Documentation

The Designer-Builder shall submit the following project documentations within fifteen (15) calendar days from the completion and acceptance of the project.

As-built Plans duly signed and sealed by the concerned engineer with his/her valid registration/professional license number, date of registration and current PTR Number affixed/stamped on every page/sheet of the document of the following:

- Architectural
- Floor Layout
- Civil Design / Structural
- Electrical
- Sanitary / Plumbing
- Other related Plans

All Plans and Documents shall be delivered in sets as follows:

- One (1) set Original Copies, scaled 1:100 meters prepared in Auto CAD 2000 Format, printed/plotted in Mylar Sepia original copies
- Three (3) sets blue prints copies for each plan
- Soft copies in flask drive or email to rbac_pcaiv@yahoo.com
- Certificate of Occupancy (Building)
- Other documents processed and issued in favor of the PCA during the construction periods (i.e., Inspection Reports, Building/ Electrical Permits, Clearances, and related documents.)

IV. PRELIMINARY SURVEY AND MAPPING



Figure 1. Location of PCA Laguna existing Office Building

V. PRELIMINARY INVESTIGATIONS (source: Alaminos, Laguna CLUP 2018-2027)

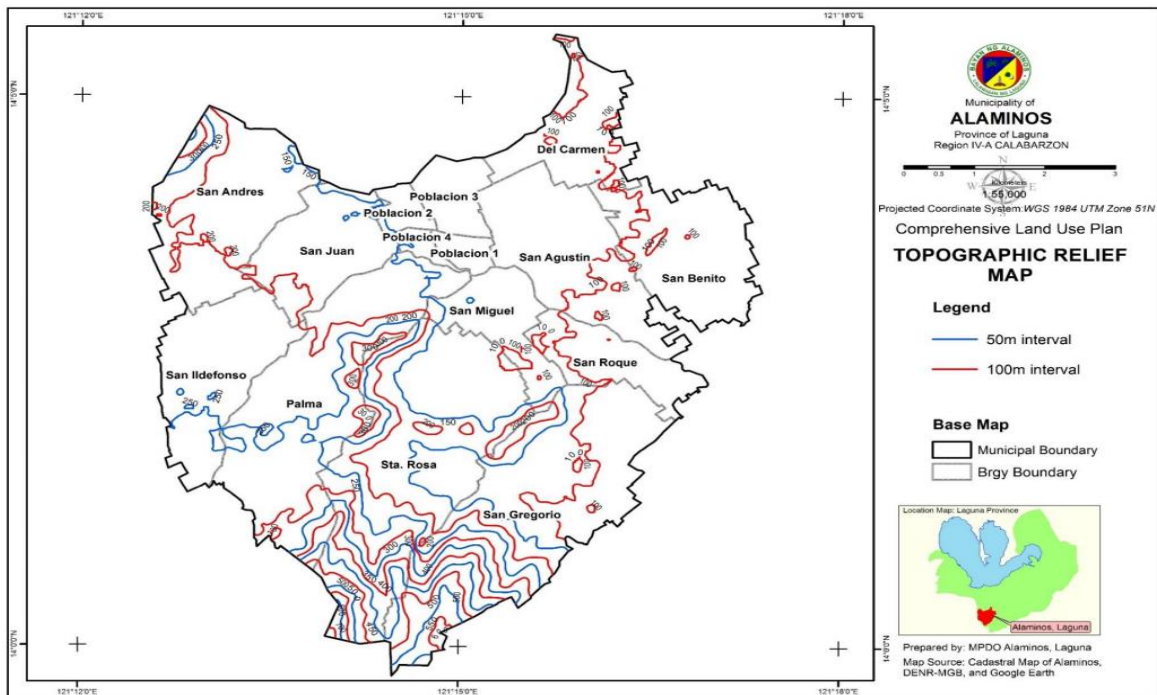
5.1. Topography

The municipality is relatively flat with a gently sloping topographic relief in the southern and southwestern portions where two (2) mountains and five (5) hills are situated. Slopes from zero (0) to 18 percent make up a total of 4,203.19 hectares of the total land area while the remaining 1,142.16 hectares are 18 percent and above slope (Refer to Map 2).

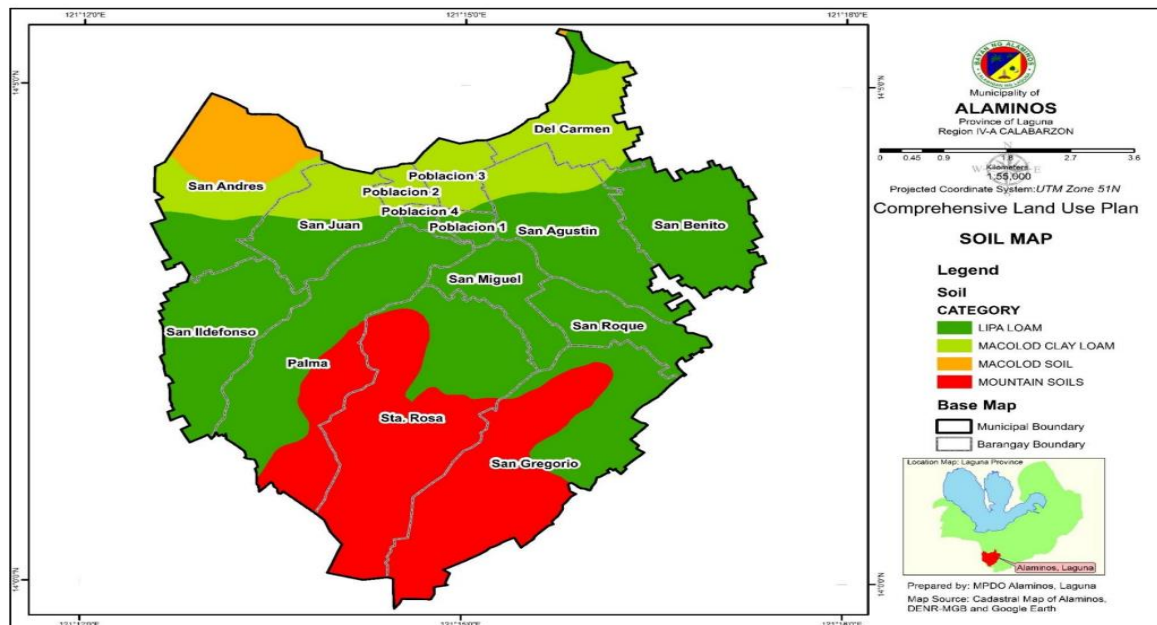
Alaminos has four (4) soil types present - Lipa loam, Macolod, Macolod clay loam and mountain soils (Refer to Map 3). Lipa loam is the dominant type of soil in the municipality, comprising a total of 2,942.51 hectares or 55.05 percent of the total land area. Alaminos also has parts made up of 229.16 hectares or 4.29 percent Macolod.

These soil types are highly suitable for urban use, recreational use, agriculture, road, parking lots, and sewage disposal facilities.

Map 2. Topographic Relief Map of Alaminos Laguna



Map 3. Soil Map of Alaminos Laguna



5.2. Hydro-Geological Features

The municipality of Alaminos falls under Type I and Type 3 of the Philippine Climate Corona Classification. Type 1 climate has two pronounced seasons, which is dry from November to April and wet during the rest of the year (Refer to Map 4). While, Type 3 climate is characterized by having not very pronounced, relatively dry from November to April, and wet during the rest of the year. Alaminos has a significant rainfall most months, with a short dry season.

The driest month is February, with an average rainfall of 30 millimeters, while the warmest month of the year is May, with an average temperature of 28.0 degrees Celsius or 82.4 degrees Fahrenheit. January is considered the coldest month of the year with an average of 24.7 degrees Celsius or 76.46 degrees Fahrenheit.

Alaminos also experiences heavy rainfall from June to December. An average of 274.8 millimeters precipitation can be experienced in the month of October. The peak wind velocity is observed from February to May with a prevailing direction of northeast. Southwest wind is observed in the months of July and August.

5.3. Land Resource

The total land area of the municipality is about 5,335.356 hectares. Alienable and disposable lands cover 5,202.38 hectares (97.33%) of the total land while forest reserve covers 142.97 hectares (2.67%). Alaminos has no critical/protected area as defined under Republic Act No. 7586, NIPAS Act of 1992. There are, however, areas that are locally proclaimed protected areas to maintain and preserve the natural condition to the greatest extent potential. These areas are located in barangays San Gregorio, Sta. Rosa and Palma.

Based from the 2017 Google Earth satellite imagery, the land cover of Alaminos consists of built-up, coconut with cropland mixed, annual crop, grassland, grassland and shrub land, other wooded grasslands, inland water body, open forest/mixed trees and rivers and creeks. Majority of the area is perennial crop such as coconut, lanzones, and rambutan, with a total area of 3,214.00 hectares or 60.12 percent, followed by open forest/mixed trees, built up, grassland and shrub land, annual crop, river and creeks, grassland, other wooded grasslands and inland water body with an area covers 893.26 hectares, 507.04 hectares, 361.00 hectares, 187.42 hectares, 125.47 hectares, 123.58 hectares, 23.14 hectares, and 0.439 hectares, respectively.

5.4. Water Resource

Alaminos has two (2) groundwater availability classifications – local and less productive aquifers and rocks without any known significant groundwater obtainable through drilled wells, largely untested.

In addition, the municipality has six (6) major rivers and creeks with water quality classifications Class C and D Class. C is characterized as fishery water for the propagation and growth of fish and other aquatic resources, recreational water class II and industrial water Class I suitable for manufacturing processes after treatment, while Class D is for agriculture, irrigation, livestock, watering, and industrial water supply class II.

VI. UTILITY LOCATIONS



Figure 3. PCA Alaminos, Location of Electrical Meter



Figure 4. PCA Alaminos, Location of Water Utility

VII. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) for the construction of Pollen Laboratory Facility in Alaminos, Laguna is One Million One Hundred Seventeen Thousand Pesos (P1,117,000.00) under the 2022 Farm Production Equipment Fund of PCA.

VIII. PROPOSED DESIGN AND CONSTRUCTION SCHEDULE

The end-user's proposed design is illustrated below.

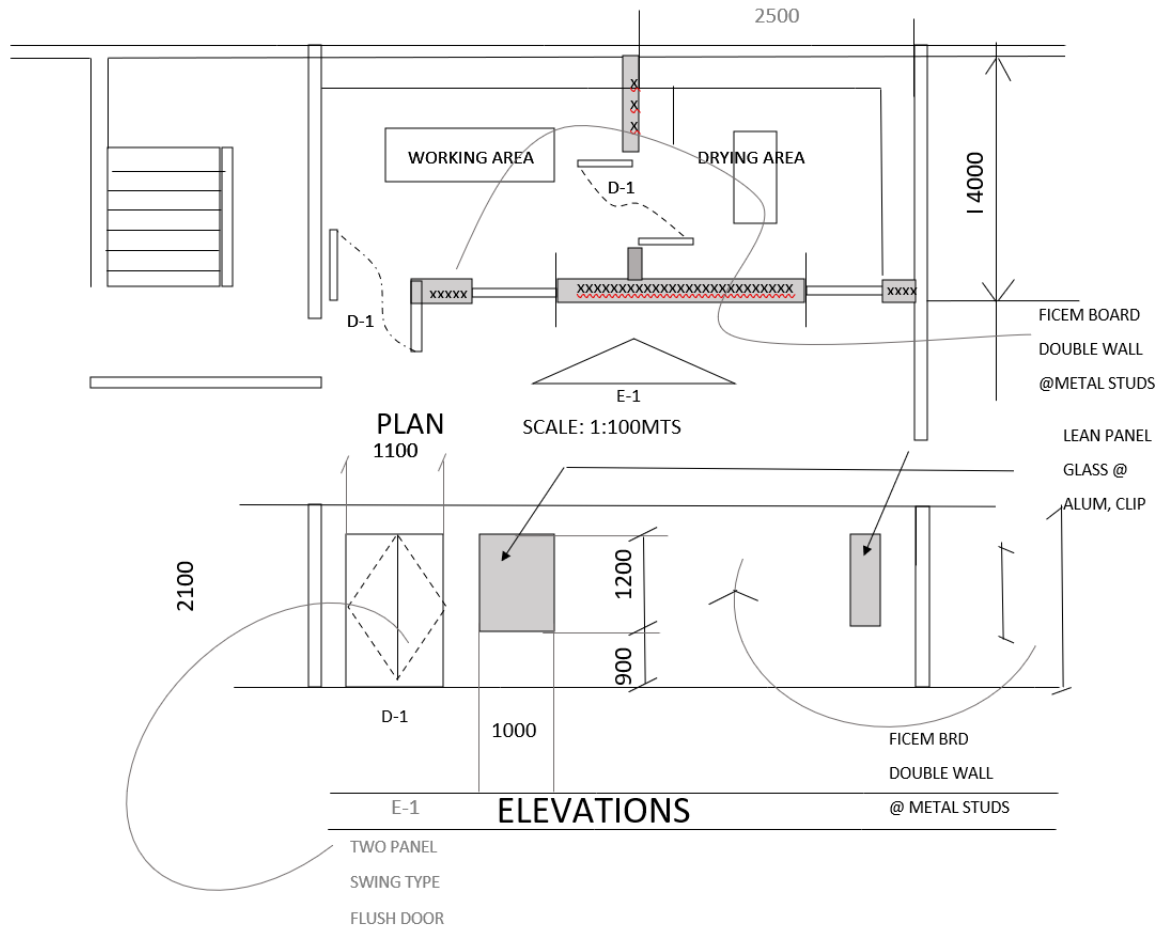


Figure 1. Pollen Laboratory Layout Design

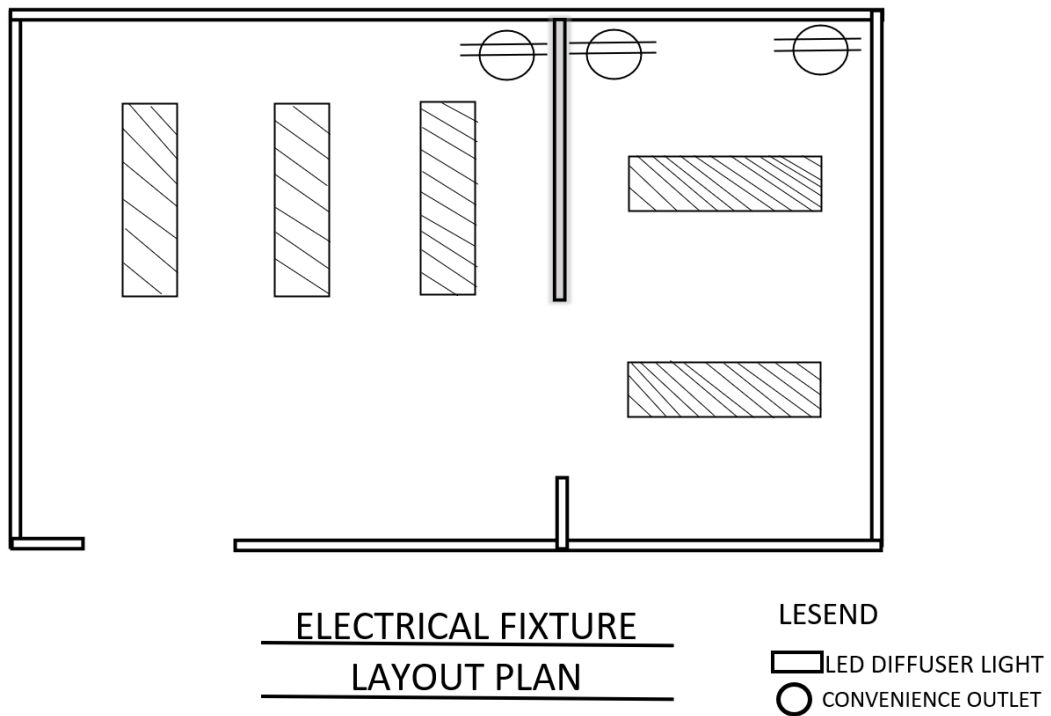


Figure 2. Electrical Fixture Layout Plan

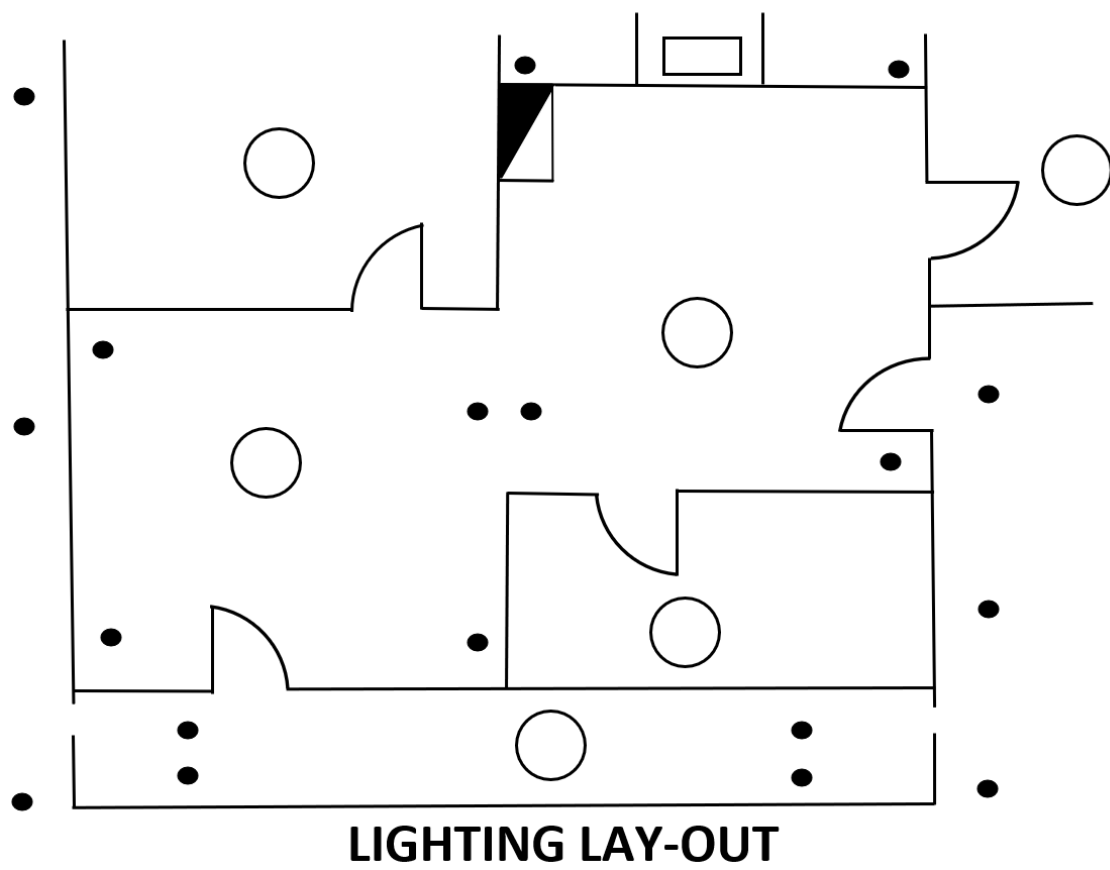
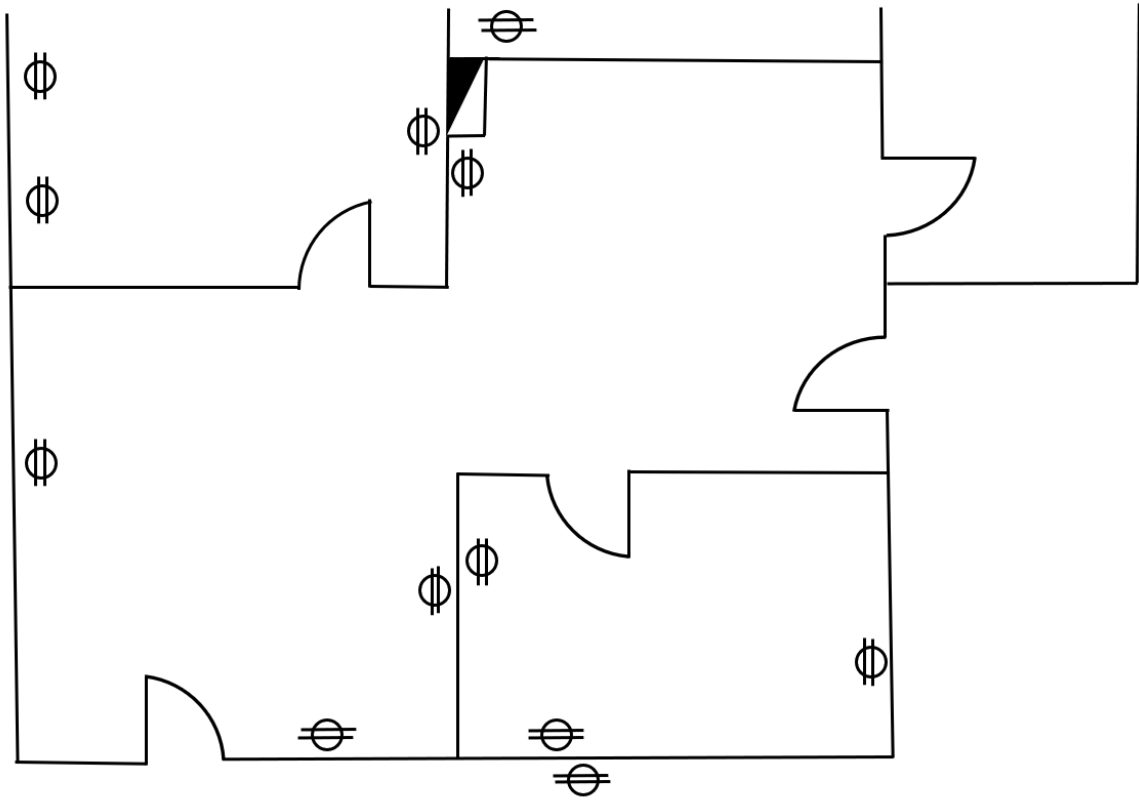


Figure 3. Lighting Layout



POWER LAY-OUT

Figure 4. Power Layout

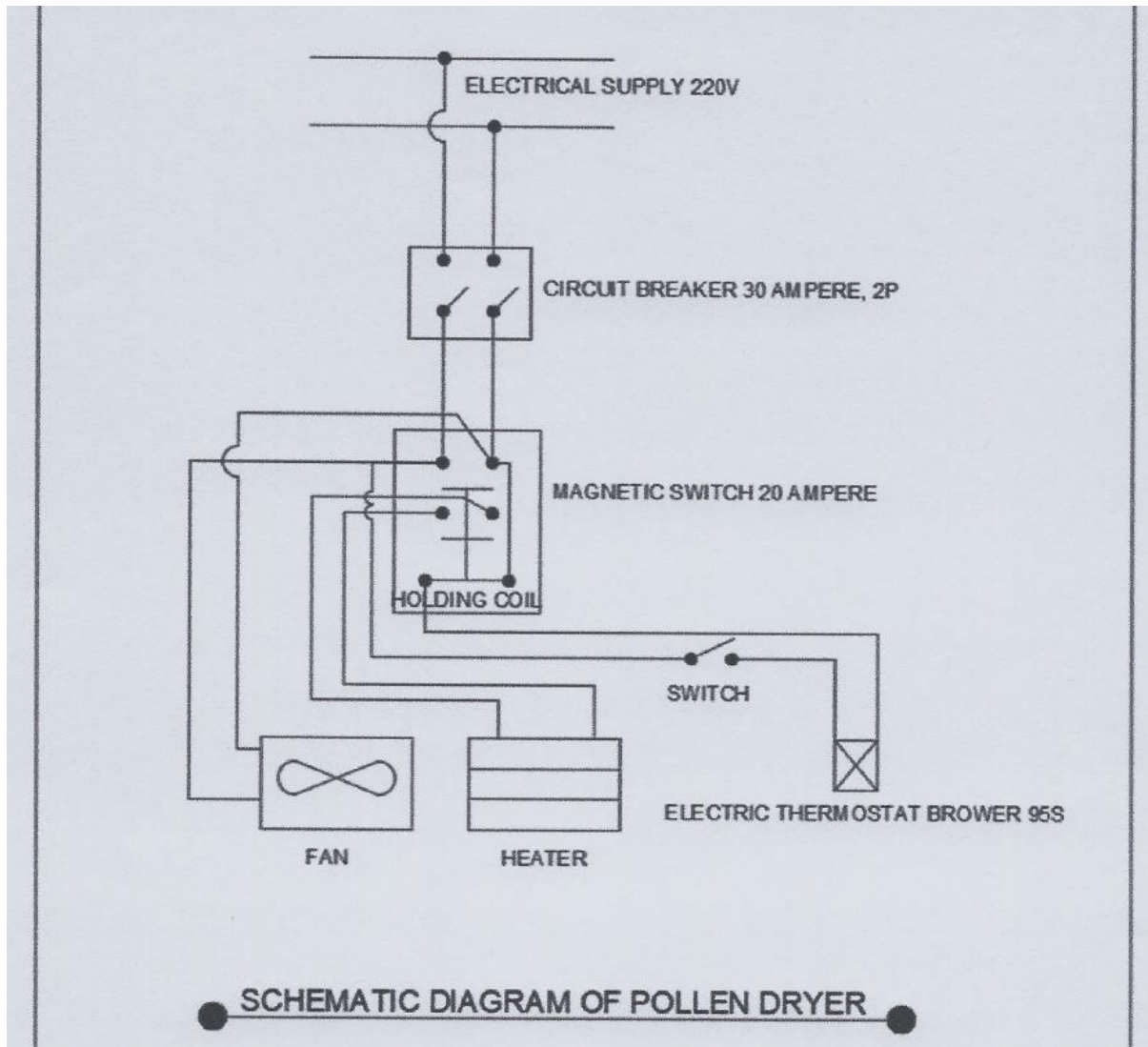


Figure 5. Schematic Diagram of Pollen Dryer

Completion of Works is within the following days upon receipt of the Notice to Proceed:

1. Pre-Detailed Engineering Design: 14 calendar days from NTP
2. Detailed Design: 16 calendar days from approval of Design Development Drawing
3. Construction: 90 calendar days from the issuance of Notice to Commence Work.

IX. MINIMUM REQUIREMENTS FOR A CONSTRUCTION SAFETY AND HEALTH PROGRAM FOR THE PROJECT BEING CONSIDERED

The Designer-Builder shall comply with pertinent regulations and shall adopt safety measures, such as but not limited to: enclosures, shielding, coverings, warning devices, off limits signs, etc.

The Designer-Builder's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.

X. TENDER/BIDDING DOCUMENTS

10.1. Eligibility Requirements

The eligibility requirements for Design and Build Infrastructure Projects shall comply with the applicable provisions of Sections 23-24 of the Revised IRR of RA 9184.

A modified set of requirements integrating eligibility documents and criteria for infrastructure projects shall be adopted, as follows:

i. Class “A” Documents (Legal, Technical and Financial Documents) and Class “B” Documents

The prospective bidder shall submit all the required Class “A” and Class “B” documents for infrastructure projects and the following:

- a) relevant statements of all on-going, completed, awarded but not yet started design/design and build related contracts, curriculum vitae of key staff, partners or principal officers; and
- b) valid licenses issued by the Professional Regulatory Commission (PRC) for design professionals in accordance with the provisions under Section 24.7.1 (Technical Documents) of the same IRR.

ii. Eligibility Criteria

- a) The eligibility of design and build contractors shall be based on the legal, technical and financial requirements abovementioned. In the technical requirements, the design and build contractor (as solo or in joint venture/consortia) should be able to comply with the experience requirement under the IRR-A of R.A. 9184, where one of the parties (in a joint venture/consortia) should have at least one similar project, both in design and construction, with at least 50% of the cost of the ABC.
- b) If the bidder has no experience in design and build projects on its own it may enter into partnerships or joint venture with design or engineering firms for the design portion of the contract.

10.2. Submission and Receipt of Bids

- i. In the submission of bids, the first envelope (Technical Proposal) shall contain all the required documents for infrastructure projects under Section 25.3 (b) of the IRR-A of R.A 9184 and the following additional documents:
 - a) Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring entity;
 - b) Design and construction methods;
 - c) List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data; and,
 - d) Value engineering analysis of design and construction method.

- ii. The second envelope (Financial Proposal) shall contain all the required documents for infrastructure projects under Section 25.3 (b) of the IRRA of R.A 9184 and the following additional documents:
 - a) Lump sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid Form;
 - b) 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; and
 - c) Cash flow by the quarter and payments schedule.

XI. TERMS OF PAYMENT

The Designer-Builder, upon request, may be provided an advance payment in an amount equivalent to fifteen percent (15%) of the total contract price, net of VAT and applicable withholding taxes, upon the submission of performance bond in the form of cash or irrevocable standby Letter of Credit issued by reputable commercial bank.

Advance Payment shall be repaid by the Designer-Builder thru deduction by PCA of fifteen percent (15%) from the Designer-Builder's periodic progress billing.

The Designer-Builder shall collect payment on progress billings based on the percentage of work accomplished, within a reasonable time from submission of all the required documents, subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding VAT of five percent (5%), reduction based on Section 12.2, if any, and ten percent (10%) retention fund.

The retention fund shall be released only upon issuance of Certificate of Acceptance issued by PCA and submission by Designer-Builder of the post-construction documentation.

Progress Billing shall be made based on the following:

Progress Billing	Percentage of Work Completed
First billing	30%
Second billing	30% or 60%
Final billing	40% or 100%

The percentage of completion of work shall be subject to review and evaluation by PCA. Payments shall be made within a reasonable time from submission of the required documents based on existing applicable laws.

Prepared by:

Approved by:

(SGD.) MARIETTA C. PEREZ
Project Development Officer IV

(SGD.) BIBIANO C. CONCIBIDO, JR.
Regional Manager III

General Instructions for the Submission of Bids

1. Manual Submission of Bids

- a. Each Bidder shall submit three copies of its bid proposal containing its technical and financial component envelop. The technical component enclosed in an envelope shall contain its legal and technical documents while the second component shall contain its financial documents. These two (2) envelopes shall also be enclosed in one (1) sealed envelope marked as ORIGINAL BID and the other two copies marked as COPY 1 and COPY 2. The original bid, copy 1 and copy 2 shall be sealed in one (1) envelope. All envelope must be properly marked, as follows:

Name of Bidder's Company

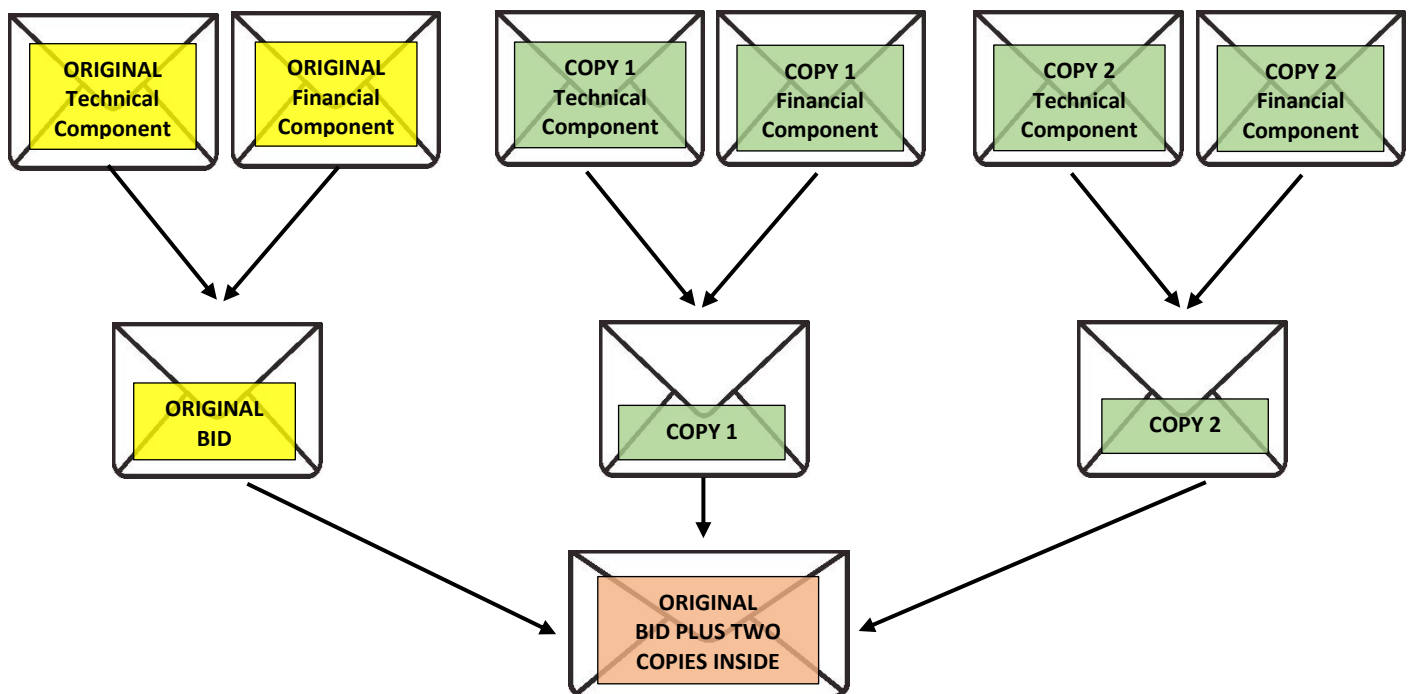
Full Address

Project Name

Approved Budget for the Contract

Date of Opening of Bids

Printed Name and Signature of Bidder or its Authorized Representative



- b. All submitted documents including envelopes shall be properly signed or initialed. Unsealed and unmarked envelopes including documents without proper sign or initial shall be considered non-responsive and will be automatically disqualified.
- c. The bidder must ensure that its bid proposal have been submitted and duly received by the RBAC Secretariat on the date and time set for the deadline of submission and receipt of bids.

**Statement of all On-Going Government and Private Contracts,
including Contracts Awarded but not yet Started, whether Similar or
not Similar in Nature**

Name of the Contract or Title of the Project (1)	Amount of Contract	Owner's Name and Address	Nature / Scope of Work (2)	Bidder's Role 3)		Date of Award (4)	Value of Outstand ing Contract	Estimate d Time of Comple tion	% of Accomplishm ent		Contract Duration [5]	
				Descripti on	%				Plann ed	Actu al	Start	Comple ted
A) Government Contracts i. Completed ii. On-going iii. Awarded but not yet started												
B) Private Contracts i. Completed ii. On-going iii. Awarded but not yet started												

NOTE: This statement shall be supported with
1) *Notice of Award (NOA), if applicable*
2) *Contract Agreement/ Purchase Order*
3) *Notice to Proceed (NTP), if applicable*

Name of Firm / Applicant

Authorized Signing Official

Date

Statement of all Completed Government and Private Contracts Similar to the Contract to be Bid and/or the Single Largest Completed Contract (SLCC)

List of similarly completed projects within a period of five (5) years from the date of submission and receipt of bids with similar contracts equivalent to the following schemes, to wit:

1. One (1) contract that is similar to contract to be bid, equivalent to at least fifty percent (50%) of the ABC to be Bid; or
2. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of expendable supplies* of the ABC for this Project; however, the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

Name of the Contract or Title of the Project	a. Owner Name b. Address c. Telephone Nos.	Nature / Scope of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date of Awarded b. Contract Effectivity c. Date completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

NOTE: This statement shall be supported with:

1. Contract/Purchase Order
2. Certificate of Completion (if applicable)
3. Certificate of Acceptance (if applicable)
4. Proof of payment/official receipts

Name of Firm / Applicant

Authorized Signing Official

Date

Bid Securing Declaration Form

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

X-----X

BID SECURING DECLARATION **Invitation to Bid:** *[Insert Reference number]*

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

I/We¹, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of 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 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared 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]*.

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

*[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]*

[Insert Signatory's Legal Capacity]
Affiant

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

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Computation Of Net Financial Contracting Capacity (NFCC)

- A. Summary of the Applicant Firm's Assets and Liabilities on the basis of the attached audited Financial Statements, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

	Year
1. Total Assets	
2. Current Assets	
3. Total Liabilities	
4. Current Liabilities	
5. Net Worth (1 – 3)	
6. Net Working Capital (2 – 4)	

- B. The Net Financial Contracting Capacity (NFCC) must be at least equal to the approved budget for the contract to be bid.

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.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

- C. Or a commitment from a Universal or Commercial Bank to extend a Credit Line in favor of the prospective bidder to be bid which must be at least equal to ten percent (10%) of the Approve Budget for the Contract to be Bid.

Attached herewith are certified true copies of the audited financial statements stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent for the latest /immediately preceding calendar year.

Name of Firm / Applicant

Authorized Signing Official

Date

NOTES: If Partnership of Joint Venture, each Partner or Member Firm of Joint Venture shall submit separate Financial Statements.

Financial Bid Form

Date: _____
Invitation to Bid² N°: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period of one hundred twenty (120) calendar days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:³

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

² If ADB, JICA and WB funded projects, use IFB.

³ Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as required under Section VIII of the Bidding Document.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

