

Republic of the Philippines Department of Science and Technology PHILIPPINE NUCLEAR RESEARCH INSTITUTE

BID DOCUMENTS

UPGRADING OF ARC BUILDING (CY 2023) – RE-ALIGNED FUNDINGS

PNRI BIDS AND AWARDS COMMITTEE Commonwealth Avenue, Diliman, Quezon City

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Republic of the Philippines Department of Science and Technology PHILIPPINE NUCLEAR RESEARCH INSTITUTE Commonwealth Avenue, Diliman, Quezon City

INVITATION TO BID FOR THE UPGRADING OF ARC BUILDING (CY 2023) – RE-ALIGNED FUNDINGS

- The Philippine Nuclear Research Institute, through the 2023 General Appropriations Act (GAA – Continuing) intends to apply the sum of One Million Four Hundred Seventy-Six Thousand Nine Hundred Eighty-Five Pesos and Seventy-Six Centavos (₱1,476,985.76) being the ABC to payments under the contract for the Upgrading of ARC Building (CY 2023) – Re-Aligned Fundings. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
- 2 The Philippine Nuclear Research Institute now invites bids for the above Procurement Project. Completion of the Works is *ninety (90) government working days*. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Interested bidders may obtain further information from the Philippine Nuclear Research Institute and inspect the Bidding Documents at the address given below.
- A complete set of Bidding Documents may be acquired by interested Bidders from 9:00 am to 3:00 pm on December 04 23, 2024, Monday thru Friday, from the Philippine Nuclear Research Institute and upon payment of a non-refundable fee, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (₱5,000.00) to the PNRI Cash Section, FAD.
- 6 The Philippine Nuclear Research Institute will hold a Pre-Bid Conference on *December* 11, 2024, Wednesday, 1:30 PM through videoconferencing/webcasting using Microsoft Teams Platform, which shall be open to prospective bidders.
- Bids must be duly received by the BAC Secretariat through manual submission at the 3rd Floor Conference Room, NART Building, PNRI Compound, on or before December 23, 2024, Monday, 1:30 PM. Late bids shall not be accepted.

- 8 All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.1.
- 9. Bid opening shall be on *December 23, 2024, 1:30 PM* at the *3rd Floor Conference Room, NART Building, PNRI Compound.* Bidders may opt to attend physically or virtually. A link will be provided to Bidders/bidders' representatives who choose to attend the activity virtually.
- 10. The Philippine Nuclear Research Institute reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

PHILIPPINE NUCLEAR RESEARCH INSTITUTE

Hidie S. Gocuyo , Administrative Officer V Head BAC Secretariat 929-6011 to 19 Loc. 259/Fax. 920-8760 hsgocuyo@pnri.dost.gov.ph

12 You may visit the following websites for downloading of Bidding Documents:

http://www.philgeps.gov.ph http://www.pnri.dost.gov.ph

> **Vallerie Ann I. Samson, Ph.D.** Deputy Director and Chairperson Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Philippine Nuclear Research Institute invites Bids for the project *Upgrading of the ARC Building (CY 2023) Re-Aligned Fundings.*

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

2. Funding Information

- 21. The GOP through the source of funding as indicated below for 2023 in the amount of One Million Four Hundred Seventy-Six Thousand Nine Hundred Eighty Five Pesos and Seventy Six Centavos (₱1,476,985.76)
- 22 The source of funding is: NGA, the General Appropriations Act

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.
- 52 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**.

- 53. 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.
- 54. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

- 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 criterial 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.
- 72. *[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.

73. 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.
- 102 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.
- 103. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 104. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

152 The Bid and bid security shall be valid for *one hundred twenty (120) days*. 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 or through online submission as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

181. 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.

182 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.
- 192 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.

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet Bid Data Sheet

ITB Clause										
3	Prospective bidders whose experience is at least ten (10) years shall be allowed to participate in the bidding.									
5.2	The Bidder must have completed, within the period specified in the Invitation to Bid, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. However, contractors under Small A and Small B categories without similar experience on the contract is allowed to bid since the ABC is not more than the Allowable Range of Contract Cost (ARCC) of their registration. Further, bidders whose offices are not based in Metro Manila should have completed projects within Metro Manila similar to the project to bid, so that the Procuring Entity can verify the quality of workmanship. <i>For this purpose, contracts similar to the Project refer to General Building.</i>									
7.1	Subcontracting is not allowed.									
10.3	The Bidder must be a PCAB licensed contractor with <i>License Classification on General Building</i> at least <i>Category C or D</i> . The Bidder must also be a registered contractor for government projects with Size Range at least <i>Small B</i> for <i>Building and Industrial Plant</i> .									
10.4	The minimum work experience requirements of key personnel to be assigned for the project shall be provided in the Key Personnel (Format of Bio-Data) form.									
10.5	The minimum major equipment requirements for the project shall be provided in the List of Equipment, Owned or Leased and/or under Purchase Agreements, Pledged to the Proposed Contract form.									
12	No further instructions.									
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:									
	a. The amount of not less than ₱29,539.72 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;									
	b. The amount of not less than ₱73,849.28 if bid security is in Surety Bond.									
	If a surety bond will be used, the following are the requirements:									
	 a. Must have the original receipt; b. Must be callable on demand; c. Certified by the Insurance Commission that the surety company is authorized to issue such security. 									

15.2	The Bid and bid security shall be valid for <i>one hundred twenty (120) days</i>
16.0	An additional two (2) copies (Copy 1 and Copy 2) of the first (<i>Technical</i>) and second (<i>Financial</i>) components of its Bid are to be submitted by each bidder.
19.2	Partial bids are not allowed.
20	No further instructions.
21	Additional contract documents relevant to the Project to be submitted by the successful bidder: (1) Construction Schedule and S-curve (2) Manpower Schedule (3) Construction Methods (4) Equipment Utilization Schedule (5) Construction Safety and Health Program approved by the DOLE (6) PERT/CPM and (7) All Risk Insurance

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

- 3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the SCC, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certifysuch sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 32 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**.
- 112. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

14. **Progress Payments**

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract Special Conditions of Contract

GCC Clause									
2	The Intended Completion Date is May 2025.								
3.1	No further instructions.								
4	 4 The Contractor shall employ the following Key Personnel: (a) Registered Civil Engineer (b) Foreman (with 5 years supervisory experience) (c) Skilled Workers (Carpenter Mason, Electrician, Plumber and Welder with at least 5 yrs. experience) 								
	Note: Foreman and workers are required to be full time/present on site throughout the duration of the contract.								
	The Contractor shall provide appropriate PPE to workers and to all other persons who are either authorized or allowed to be at the site.								
5	Within seven (7) calendar days from receipt of the Notice of Award, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR or a Performance Securing Declaration.								
6	A Site Inspection is required to prospective bidders. A Certificate of Site Inspection shall be issued by PNRI and will form part of Eligibility Requirements.								
7.2	Warranty:								
	The warranty shall be based on prescribed warranty provisions of the 2016 Revised IRR of RA 9184.1. From the time project construction commenced up to final								
	 acceptance, the contractor shall assume full responsibility for the following: a) any damage or destruction of the works except those occasioned by force majeure ; and b) safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by his construction work. 								

	2. One (1) year from project completion up to final acceptance or the defects liability period.
	The contractor shall undertake the repair works, at his own expense, of any damage to the infrastructure on account of the use of materials of inferior quality, within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
	The warranty against Structural Defects and Failures shall be covered for Five (5) years from final acceptance, except those occasioned by force majeure.
10	Day works 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>five (5) days</i> of delivery of the Notice of Award.
11.2	The period between Program of Work updates should not be longer than ten (10) days The amount to be withheld for late submission of an updated Program of Work is <i>Twenty Thousand Pesos (₱20,000.00)</i> .
13	The amount of the advance payment shall not exceed 15% of the total contract price. Payment shall be made upon the completion and approval of the Final Drawings, Specifications and other relevant documents.
14	The Contractor can only submit a request for progress payment under the following schedule Statement of Work Accomplished (SWA):
	Progress Bill No. 1: 25% or more work accomplished Progress Bill No. 2: 50% or more work accomplished Progress Bill No. 3: 75% or more work accomplished Final Bill
	Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The Contractor shall submit construction plans, showing the detailed drawing plans design prior to construction commencement.
	The Contractor shall submit as-built drawings after project completion.
15.2	The Final Payment shall be withheld for failing to produce "as built" drawings.

Section VI. Specifications

Ι **GENERAL REQUIREMENTS** 1 Mobilization and demobilization (Manpower, tools materials, equipment, and etc.) 2 As-built plan **3** Project billboard FABRICATION AND INSTALLATION OF LABORATORY Π **FURNITURES** (GA.22 PRE-PAINTED METAL G.I. SHEET) **1** CHEMBIO LABORATORY 1.1 Equipment Table: dimensions: 0.8m W x 1.5m L x 0.9m H; 18mm thick, solid phenolic resin, anti-static, acid/chemical-resistant countertop on beveled edges; w/1 drawer, 2 swing doors and adjustable shelves; 1 legroom w/ drawer; 2 electrical outlets, twogang, 220V; splashboard and vinyl base; anti-vibration 1.2 Laboratory Table: dimensions: 0.8m W x 2.2m L x 0.9m H; 18mm thick, solid phenolic resin, anti-static, acid/chemical-resistant countertop on beveled edges; w/ 2 drawers, 2 swing doors and adjustable shelves; 1 legroom w/ drawer; 2 electrical outlets, twogang, 220V; splashboard and vinyl base 1.3 Heavy-duty Laboratory Stool: dimensions: 24" x 24" x 11"; industrial-grade heavy duty metal frame; high-density PU foam cushion; 200-kg max weight capacity; 25" max seat height; rotatable & adjustable seat; black leatherette seat, no backrest, no armrest; w/ ergonomic footrest; pneumatic-lift seat height adjustment w/ heavy-duty mechanism, 5-leg base w/ dual-swivel casters 1.4 Laboratory Sink: dimensions: 0.6m W x 1m L x 0.9m H; chemical-resistant countertop on beveled edges; heavy duty metal frames & stand w/ leveling bolts; 1 stainless steel sink complete w/ traps & drain fittings; 1 gooseneck water faucet; 1 phenolic resin pegboard 2 **MRM LABORATORY** 2.1 Equipment Table: dimensions: 0.8m W x 1.5m L x 0.9m H; 18mm thick, solid phenolic resin, anti-static, acid/chemical-resistant countertop on beveled edges; w/1 drawer, 2 swing doors and

adjustable shelves; 1 legroom w/ drawer; 2 electrical outlets, two-

gang, 220V; splashboard and vinyl base; anti-vibration

2.2 Laboratory Table: dimensions: 0.8m W x 2.2m L x 0.9m H; 18mm thick, solid phenolic resin, anti-static, acid/chemical-resistant countertop on beveled edges; w/ 2 drawers, 2 swing doors and adjustable shelves; 1 legroom w/ drawer; 2 electrical outlets, twogang, 220V; splashboard and vinyl base

3 GRAFTING LABORATORY

3.1 Heavy-duty Laboratory Stool: dimensions: 24" x 24" x 11"; industrial-grade heavy duty metal frame; high-density PU foam cushion; 200-kg max weight capacity; 25" max seat height; rotatable & adjustable seat; black leatherette seat, no backrest, no armrest; w/ ergonomic footrest; pneumatic-lift seat height adjustment w/ heavy-duty mechanism, 5-leg base w/ dual-swivel casters (2 lots of II.1.3)

III		TILING WORKS
	1	Installation of porcelain floor tiles at 2nd floor Roof deck, Chemistry, South Wing, ARC building
IV		ELECTRICAL WORKS
	1	Supply & Installation of Electrical Supply Lines for the Air Conditioning Units
V		MECHANICAL WORKS
	1	Supply and installation of air conditioning units

III. MATERIAL SPECIFICATIONS

Tiling Works

Gravel	3/4" crushed
Cement	Portland
Sand	White sand
Porcelain Tiles	0.60m x 0.60m
Tile adhesive	ABC brand
Tile grout	ABC brand

Electrical Works

Wires/Cables

THHN/THWN, stranded and rated 600V, UL Listed

Enclosed circuit breaker

30D, 3P, 240V

IV. CONSTRUCTION REQUIREMENTS

IV.1. ARCHITECTURAL AND CIVIL WORKS

IV.1.1 CONCRETE WORKS

- 1. All concrete work shall be done in good workmanship and shall conform with the standard practice;
- 2. Only Portland cement shall be used;
- 3. Sand shall be S-1 or white sand;
- 4. Gravel shall be $\frac{3}{4}$ " crushed gravel;
- 5. Concrete proportioning shall be class "A" (1:2:3 1 part cement, 2 parts sand & 3 parts gravel).

IV.2 ELECTRICAL WORKS

IV.2.1 All works shall be done in accordance with the latest Philippine Electrical Code (PEC).

IV.2.2 Wires and Cables

- 1. All wires and cables shall be copper, soft-drawn and annealed, shall be of ninetyeight (98 %) percent conductivity, shall be smooth and true and of a cylindrical form and shall be within one (1 %) percent of the actual size called for.
- 2. Wires and cables for lighting and power systems shall be plastic insulated, stranded, rated at 600 volt and THHN/THWN type and UL Listed.
- 3. Smallest size of wire to be used for lighting and power system shall be 3.5 mm².
- 4. Feeder shall be laid out in accordance with the line diagrams shown in the

electrical plans and designs, unless otherwise specified in the drawings.

- 5. Feeder shall be continuous and without splices as indicated in the electrical plans and designs.
- 6. Unless otherwise specified in the specifications or shown in the drawings, type stranded, Lead Free, THHN/THWN 90 degrees copper wires/cables shall be used for feeder, and other circuit homeruns, the conduit shown in the drawings shall be minimum sizes to be used.
- 7. Color Coding of Wires: Line 1 - Red Line 2 - Yellow Line 3 - Blue Ground – Green

V. QUALIFICATIONS OF THE CONTRACTOR

Basic requirements

As minimum requirement, the contractor shall comply with Class "A" eligibility documents under Sections 23.1 (a) and 24.1 (a) which include:

- Registration certificate or Equivalent Document
- Mayor's/Business Permit or Equivalent Document
- Tax Clearance or Equivalent Document
- Philippine Contractors Accreditation Board (PCAB) License and Registration at least Category "D"
- Audited Financial Statements or Equivalent Document

Project involvement

- The contractor must have completed a single largest completed contract (SLCC) similar to this project, contract equivalent to at least fifty (50%) of the ABC of this project within and outside PNRI; and
- The contractor shall have no more than one (1) uncompleted construction projects similar to this project within and outside PNRI as of bid date.

VI. CONTRACT COMPLETION TIME

1. The contractor must complete the contract work within **NINETY** (90) Government Working Days from effective date of contract.

Section VII. Drawings

(on a separate sheet)

Section VIII. Bill of Quantities

	DESCRIPTION	COST
I	GENERAL REQUIREMENTS	
A. ESTIMA	TED DIRECT COST	
1	Mobilization and demobilization (Manpower, tools, materials, equipment, and etc.)	₽
2	As-built plan	₽
3	Project billboard	<u>Р</u>
II	FABRICATION AND INSTALLATION OF LABORATORY FURNITURES (GA 22 PRE-PAINTED METAL G.I.SHEET)	
1 1.1	CHEMBIO LABORATORY Equipment Table: dimensions: 0.8m W x 1.5m L x 0.9m H; 18-mm thick, solid phenolic resin, anti-static, acid/chemical-resistant countertop on beveled edges; w/ 1 drawer, 2 swing doors and adjustable shelves; 1 legroom w/ drawer; 2 electrical outlets, two-gang, 220V; splashboard and vinyl base; anti- vibration	₽
1.2	Laboratory Table: dimensions: 0.8m W x 2.2m L x 0.9m H; 18-mm thick, solid phenolic resin, anti-static, acid/chemical-resistant countertop on beveled edges; w/ 2 drawers, 2 swing doors and adjustable shelves; 1 legroom w/ drawer; 2 electrical outlets, two-gang, 220V; splashboard and vinyl base	₽
1.3 1.4	Heavy-duty Laboratory Stool: dimensions: 24" x 24" x 11"; industrial-grade heavy duty metal frame; high- density PU foam cushion; 200-kg max weight capacity; 25" max seat height; rotatable & adjustable seat; black leatherette seat, no backrest, no armrest; w/ ergonomic footrest; pneumatic-lift seat height adjustment w/ heavy-duty mechanism, 5-leg base w/ dual-swivel casters Laboratory Sink: dimensions: 0.6m W x 1m L x 0.9m H; chemical-resistant countertop on beveled edges; heavy duty metal frames & stand w/ leveling bolts; 1	₽
	stainless steel sink complete w/ traps & drain fittings; 1 gooseneck water faucet; 1 phenolic resin pegboard	₽
	27	

2 MRM LABORATORY

2.1 Equipment Table: dimensions: 0.8m W x 1.5m L x 0.9m H; 18-mm thick, solid phenolic resin, anti-static, acid/chemical-resistant countertop on beveled edges; w/ 1 drawer, 2 swing doors and adjustable shelves; 1 legroom w/ drawer; 2 electrical outlets, two-gang, 220V; splashboard and vinyl base; anti-vibration

₽

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Ρ

2.2 Laboratory Table: dimensions: 0.8m W x 2.2m L x 0.9m H; 18-mm thick, solid phenolic resin, anti-static, acid/chemical-resistant countertop on beveled edges; w/ 2 drawers, 2 swing doors and adjustable shelves; 1 legroom w/ drawer; 2 electrical outlets, two-gang, 220V; splashboard and vinyl base

3 GRAFTING LABORATORY

3.1 Heavy-duty Laboratory Stool: dimensions: 24" x 24" x 11"; industrial-grade heavy duty metal frame; high-density PU foam cushion; 200-kg max weight capacity; 25" max seat height; rotatable & adjustable seat; black leatherette seat, no backrest, no armrest; w/ ergonomic footrest; pneumatic-lift seat height adjustment w/ heavy-duty mechanism, 5-leg base w/ dual-swivel casters (2 lots of II.1.3)

III	TILING WORKS	3	
		orcelain floor tiles at 2nd floor Roof , South Wing, ARC building	₽
IV	ELECTICAL WO	ORKS	₽
V	MECHANICAL	WORKS	₽

SUB-TOTAL (ESTIMATED DIRECT COST)		
B. INDIRECT COST:		
Overhead Expenses, Contingencies & Miscellaneous (OCM)		
(15% of E.D.C.)	₽	
Profit (10% of E.D.C.)	₽	
VAT Component (5% of D.C., O.C.M. and Profit as per D.O. #197 S 2016)	₽	
SUB-TOTAL (INDIRECT COST)	₽	
TOTAL ESTIMATED PROJECT COST	₽	

NSD-ESS-04 Rev. 0, 17 October 2023

PROJECT : UPGRADING OF ARC BUILDING (C.Y. 2023) - RE-ALIGNED FUNDINGS LOCATION : PNRI Compound, Commonwealth Avenue, Diliman, Quezon City END-USER #REF!

END-USER #REF! SUBJECT : DETAILED COST ESTIMATE

AN AND AND AND AND AND AND AND AND AND A	UNIT COST TOTAL COST UNECT USE ACM PROFIL % VALUE COST	151 151 151 131 131 131 140 141 140 141 141											
	UNIT COST TOTAL COST												
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ITEM NO		W	_	-	6				-	+	5	12	2

				MATERIAL COST	UL COST	LABOR COST	COST	ESTIMATED	MARK-UPS	MARK-UPS IN PERCENT	TOTAL	TOTAL MARK-UP	100	TOTAL		
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2	Laboratory Sirk: dimensions: 0.8m Wx.1m Lx.0.3m.H; chemical-resistant countector on bevieled edges; heavy dufy metal frames & stand w leveling boths; 1 stainless steel sink complete w traps & drain fillings; 1 goo serveck water faucet 1 phenotic resin pegitoand	-	B													
2	MRM I ARORATORY															
51	Equipment Table dimensions: 0 &m W x 15mL x 0.9m H; 18- mm Brick, solid phreotic ream, and-static, acidichemicals resistant countertop on beveled edges; wi 1 drawer, 2 swing doors and adjustable shelves; 1 legroom wild aver, 2 electrical outlets, two gang, 220V; sptashboard and viny base; anti-vibration	F.	B												2	
22	Laboratory Tatker dimensions: 0.8m W x 2.2mL x 0.9m H; 18- mm Brick, solid phenotic resin, and-static, acid/chemicule resistant countertop on bevelled edges; w /2 drawters, 2 swing doors and adjustable shelves; 1 legroom w drawter, 2 electrical outlets, two-garg, 22.0V; splashboard and vinyi base	5	×													
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	THING WORKS														200	
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			5	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	DIRECT COST	NCM (195%)	PROFIT MIRK)	se.	VALUE	ŝ	COST	10/04/04/04	
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16	15mm Øli@V/C.atteriar	18	NCK.													
17	15mm Ø i@UC.hnniebnuv	8	nrx													
1.8	Miscelareous (uPVC conduit, support, clamps, PVC cement, and sthir moneumities	-	ē													
1	SURTOTAL IFF FCTRICAL WORKS															
٨	MFCHANICAL WORKS												-			
+	Sumply and installation of air conditioning units					2010	2.22	8.5				1010			es:	
11	MRM Ishoratory 2nd foor ARC huilding															
VU	Supply and installation of 2 the aircoarditioner, split type, wall-mounter, inverter, 2 301, 601/2 with half in automatic finer function or external automatic timer switch at Main lab		set							-	Ĩ	2				
112	Provision of wall stat opening for copper futing, decrinced line, drain pipe (breaking of concrete), plastering, and painting) for 1 unit of 20thp aircondisoner at Main Lab Area	-	15													
113	Supply and installation of 1.0hp aireonditioner, split-type, wall-mounted inverter, 230V, 60Hz, single phase with bulk- in automatic timer kurction of external automatic timer switch a Down 3 well Brown 3	2	2015									20				
114	Provision of wall stat opering for copper tubing, declarcal line, drain pipe (breaking of concrete, plastering, and painting) for 2 units of 1.0hp alcondisoner Room 2 and Room 3	87 5	10													
						345									276	
	SHR-TOTAL MFCHANICAL WORKSI															
	and the second se	A 102	2			100	20				0	100			1. Sec.	
	TOTAL					1.11						- 283				

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

Class "A" Documents

Legal Documents

- □ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); and
- (b) Registration certificate from Securities and Exchange Commission (SEC) with latest General Information Sheet (GIS), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;

<u>and</u>

- (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
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)

Technical Documents

- □ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- ☐ (f) 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**
- (g) Philippine Contractors Accreditation Board (PCAB) License;
 <u>or</u> Special PCAB License in case of Joint Ventures;

and registration for the type and cost of the contract to be bid; and

□ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

<u>or</u>

Original copy of Notarized Bid Securing Declaration; and

- (i) Project Requirements, which shall include the following:
 - 1. Organizational chart for the contract to be bid;
 - □ 2. 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;
 - 3. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**

(j) Original duly signed Omnibus Sworn Statement (OSS);

and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

- \square (k) Bid Bulletin (if applicable)
- \Box (l) Certificate of Site Inspection

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 (2021 and 2022); 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; and

Other documentary requirements under RA No. 9184

- \Box (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
- \Box (s) Cash Flow by Quarter

Bidding Forms

LIST OF ALL ONGOING CONTRACTS	62
STATEMENT OF SLCC	63
BID SECURING DECLARATION	64
ORGANIZATION CHART	66
LIST OF CONTRACTOR'S KEY PERSONNEL	67
LIST OF EQUIPMENT	69
OMNIBUS SWORN STATEMENT	70
Authority of Signatory (Secretary' Cert.)	72
Authority of Signatory (SPA)	74
NFCC	75
BID FORM	76

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name :									
Business Address :									
Name of Contract/	a.	Owner Name		Contractor's Role			% of Accomplishment		
Project Cost	ن <u>ف</u>	Address Telephone Nos.	Nature of Work	Description	%	b. Date Startedc. Date of Completion		Works/ I Undelivered Portion	
Government									<u> </u>
			8 0						
Private									
Note: This statement shall be supported with:	portec	1 with:					Total Cost		

Notice of Award and/or Contract; or
 Notice to Proceed issued by the owner

(Printed Name & Signature) ... Submitted by Designation Date

Statement of Single Largest Completed Contracts (SLCC) in the last five (5) years

Business Name : Business Address :							
Name of Contract	d.	Owner Name		Contractor's Role		d. Amount at Award	a. Date Awarded
	÷.	Address Telephone Nos.	Nature of Work	Description	%	e. Amount at Completion f. Duration	 b. Contract Effectivity c. Date Completed
Government							
					_		
<u>Private</u>							
Note: This statement shall be supported with:	rted wi	th:					

End-user's Acceptance; or

2 Official Receipt(s) issued for the Contract

. . Submitted by Designation Date

(Printed Name & Signature)

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REPUBLIC OF THE PHILIPPINES) CITY OF_____) S.S. x------x

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

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

I/We, the undersigned, declare that:

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

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

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

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

Contractor's Organizational Chart for the Contract

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to him. Indicate in the chart the names of the Project Manager, Project Engineer, Bridge Engineer, Structural Engineer, Materials and Quality Control Engineer, Foreman and other Key Engineering Personnel.

Attached the required Proposed Organizational Chart for the contract as stated above

KEY PERSONNEL (FORMAT OF BIO-DATA)

Give the detailed information of the following personnel who are scheduled to be assigned as fulltime field staff for the project. <u>Fill up a form for each person.</u>

- Authorized Managing Officer / Representative
- Sustained Technical Employee

1.	Name	:	
2.	Date of Birth	:	
3.	Nationality	:	
4.	Education and Degrees	:	
5.	Specialty	:	
6.	Registration	:	
7.	Length of Service with the Firm	:	Year from(months)(year) To(months)(year)
8.	Years of Experience	:	
9.	If Item 7 is less than ten (10) yea for a ten (10)-year period (attach		name and length of service with previous employers ional sheet/s), if necessary:
	Name and Address of Employer		Length of Service year(s) from to year(s) from to year(s) from to
10.	Experience: This should cover the past ten (10 to show involvement of personnel		f experience. (Attached as many pages as necessary ects using the format below).
1.	Name	:	
2.	Name and Address of Owner	:	
3.	Name and Address of the Owner's Engineer (Consultant)	:	
4.	Indicate the Features of Project (particulars of the project components and any other particu interest connected with the project		

5.	Contract Amount Expressed in Philippine Currency	:				
6.	Position	:				
7.	Structures for which the employee was responsible	:				
8.	Assignment Period	:	from	(months)	(year	s)
		:	to	(months)	(year	s)

Name and Signature of Employee

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

(Place and Date)

(The Authorized Representative)

List of Equipment, Owned or Leased and/or under Purchase Agreements, Pledged to the Proposed Contract

Business Name	Business Address	

						 			~			 	 			
Proof of Ownership / Lessor or Vendor																
Condition																
Location																
Motor No. / Body No.																
Plate No.																
Capacity / Performance / Size																
Model/Year																
Description	A. Owned	 ii	III.	iv.	v.	B. Leased	:	li.	······································	iv.	v.	C. Under Purchase Agreements	 ii.	III.	iv.	v.

List of minimum equipment required for the project:

Submitted by	
	(Printed Name & Signature)
Designation	
Date	

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 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: I am 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]

AUTHORITY OF SIGNATORY

SECRETARY'S CERTIFICATE

I,_____, a duly elected and qualified Corporate Secretary of <u>(Name of the Bidder)</u>, a corporation duly organized and existing under and by virtue of the law of the______, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on at which meeting a quorum was present and acting throughout, the

following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESC	LVED,	that	(Name	of the Bido	der)	be,	as it h	ereby is,	, authorized to
participate	in	the	bidding	of by the	(Na	(Name me of the	of e Procu	the the <u>ring Ent</u>	<u>Contract)</u> <u>ity)</u> ; and that if

awarded the Contract shall enter into a contract with the <u>(Name of the Procuring Entity)</u>; and in connection therewith hereby appoints<u>(Name of Representative)</u>, acting as duly authorized and designated representatives of<u>(Name of the Bidder)</u>, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent

<u>(Name of the Bidder)</u> in the bidding as fully and effectively as the <u>(Name of the Bidder)</u> might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the Board hereby authorizes its President to:

- execute a waiver of jurisdiction whereby the <u>(Name of the Bidder)</u> hereby submits itself to the jurisdiction of he Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the <u>(Name of the Bidder)</u> shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this Contract to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said this $% \left({{{\left({{{{\rm{s}}}} \right)}_{{\rm{s}}}}_{{\rm{s}}}} \right)$.

(Corporate Secretary)

ACKNOWLEDGMENT

 SUBSCRIBED AND SWORN to before me this _____day of _____, 20 ____affiant

 exhibited to me his/her Community Tax Certificate No. ______ issued on ______at _____, Philippines.

Notary Public					
Until 31 December 20					
PTR No					
Issued at:					
Issued on:					
TIN No					

Doc. No. _____ Page No. _____ Book No. _____ Series of _____

AUTHORITY OF SIGNATORY

SPECIAL POWER OF ATTORNEY

I,						, Pres	sident	of				_, a
corporation	n incorpo	rated	under th	e laws	of	-					with	its
registered	office at	t							<u>,</u> by	virtue	of B	board
I,_ corporation registered Resolution	No			lated				_, has r	nade,	consti	tuted	and
appointed_						true ar	nd lawf	ul attorn	ey, fo	r it and	its n	ame,
appointed_ place and	stead, t	o do,	execute	and pe	rform any	and	all act	s necess	sary a	and/or	repre	sent
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					as fully							
personally									confi	rming a	ll that	said
representa	tive shall	lawful	ly do or c	ause to	be done by	/ virtue	e hereo	f.				
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Signed in t	he Preser	ice of:										
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QUEZON C)SS.								
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known to r	me and ki	nown t	o be the	same pe	erson who	execute	ed the	foregoin	g inst	rument	consi	sting
~												

of _____() pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Notary Public
Until 31 December 20
PTR No
Issued at:
Issued on:
TIN No

Doc. No.	
Page No.	
Book No.	
Series of	<u> </u>

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A Summary of the Applicant Firm's/Contractor's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Total Net Worth (1-3)	
6.	Current Net Worth or Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [Current Asset - Current Liabilities] (15) minus value of all outstanding works or uncompleted portions of the project under ongoing 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

Submitted by:

Name of Firm / Contractor

Signature of Authorized Representative Date :

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

Bid Form

Date:_____

Project Identification No: _____

To: [name and address of PROCURING ENTITY]

Address: [insert address]

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

- (a) We have examined and have no reservation to the Philippine Bidding Documents, including the Supplemental o Bid Bulletin Numbers [insert numbers], for the Contract [insert name of contract];
- (b) We offer to execute the Works for this Contract in accordance with the PBDs;
- (c) The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- (d) The discounts offered and the methodology for their application are: *[insert information]*;
- (e) The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates;
- (f) Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- (g) If our Bid accepted, we commit to obtain a Performance Security in the amount of [insert percentage amount] percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines for this purpose;
- (h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (i) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (j) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (k) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- (I) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

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