



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

# **BID DOCUMENTS**

## **REHABILITATION OF THE REACTOR BUILDING STRUCTURES AND ADJACENT PREMISES**

**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 REHABILITATION OF THE REACTOR BUILDING STRUCTURES AND ADJACENT PREMISES**

1. The Philippine Nuclear Research Institute, through the 2025 National Expenditure Program (NEP) intends to apply the sum of ***One Million Nine Hundred Ninety-Six Thousand One Hundred Eighty-Six Pesos and Sixty-Six Centavos (₱1,996,186.66)*** being the ABC to payments under the contract for the Early Procurement Activity (EPA) for the ***Rehabilitation of the Reactor Building Structures and Adjacent Premises***. Bids received in excess of the ABC shall be automatically rejected at the bid opening. The award will be facilitated after the enactment of the GAA.
2. The Philippine Nuclear Research Institute now invites bids for the above Procurement Project. Completion of the Works is ***one hundred twenty (120) 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 non-discretionary “*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.
5. A complete set of Bidding Documents may be acquired by interested Bidders from ***9:00 am to 3:00 pm*** on ***November 21 – December 16, 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 16, 2024, Monday, 1:30 PM*** through videoconferencing/webcasting using Microsoft Teams Platform, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the **3<sup>rd</sup> Floor Conference Room, NART Building, PNRI Compound**, on or before **December 16, 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 16, 2024, 1:30 PM** at the **3<sup>rd</sup> 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 ***Rehabilitation of the Reactor Building Structures and Adjacent Premises.***

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 **2025** in the amount of ***One Million Nine Hundred Ninety-Six Thousand One Hundred Eighty Six Pesos and Sixty Six Centavos (₱1,996,186.66)***

22. The source of funding is: NGA, the National Expenditures Program

### **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

51. 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.

71. *[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.
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**

101. 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.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Alternative Bids**

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

## **13. Bid Prices**

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

## **14. Bid and Payment Currencies**

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

## **15. Bid Security**

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

- 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**

- 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.

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**

<b>ITB Clause</b>	
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: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>₱39,923.73</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than <b>₱99,809.33</b> if bid security is in Surety Bond.</li> </ul> <p>If a surety bond will be used, the following are the requirements:</p> <ul style="list-style-type: none"> <li>a. <i>Must have the original receipt;</i></li> <li>b. <i>Must be callable on demand;</i></li> <li>c. <i>Certified by the Insurance Commission that the surety company is authorized to issue such security.</i></li> </ul>

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**

31 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.

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**.

**11.2.** The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

## **12. Instructions, Inspections and Audits**

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

## **13. Advance Payment**

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

## **14. Progress Payments**

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

## **15. Operating and Maintenance Manuals**

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

## *Section V. Special Conditions of Contract*

### **Special Conditions of Contract**

GCC Clause	
2	The Intended Completion Date is July 2025.
3.1	No further instructions.
4	<p>The Contractor shall employ the following <b>Key Personnel:</b></p> <ul style="list-style-type: none"> <li>(a) Registered Civil Engineer</li> <li>(b) Foreman (with 5 years supervisory experience)</li> <li>(c) Skilled Workers (Carpenter Mason, Electrician, Plumber and Welder with at least 5 yrs. experience)</li> </ul> <p>Note: Foreman and workers are required to be full time/present on site throughout the duration of the contract.</p> <p>The Contractor shall provide appropriate PPE to workers and to all other persons who are either authorized or allowed to be at the site.</p>
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	<p>Warranty:</p> <p>The warranty shall be based on prescribed warranty provisions of the 2016 Revised IRR of RA 9184.</p> <ul style="list-style-type: none"> <li>1. From the time project construction commenced up to final acceptance, the contractor shall assume full responsibility for the following: <ul style="list-style-type: none"> <li>a) any damage or destruction of the works except those occasioned by force majeure ; and</li> <li>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.</li> </ul> </li> </ul>

	<p>2. One (1) year from project completion up to final acceptance or the defects liability period.</p> <p>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.</p> <p>The warranty against Structural Defects and Failures shall be covered for Five (5) years from final acceptance, except those occasioned by force majeure.</p>
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	<p>The period between Program of Work updates should not be longer than ten (10) days</p> <p>The amount to be withheld for late submission of an updated Program of Work is <i>Twenty Thousand Pesos (₱20,000.00)</i>.</p>
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	<p>The Contractor can only submit a request for progress payment under the following schedule Statement of Work Accomplished (SWA):</p> <p>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</p> <p>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.</p>
15.1	<p>The Contractor shall submit construction plans, showing the detailed drawing plans design prior to construction commencement.</p> <p>The Contractor shall submit as-built drawings after project completion.</p>
15.2	The Final Payment shall be withheld for failing to produce "as built" drawings.

# *Section VI. Specifications*

## **I. GENERAL REQUIREMENTS**

1. Mobilization/Demobilization (Manpower, Tools, Materials, Equipment etc.)
  2. Bonds/Insurance
  3. Temporary Facilities and Fencing (Storage Facilities)
  4. As-Built Plan
  5. Project Billboard
- A. The contractor shall provide the labor, materials, tools and equipment for the supply, construction and fabrication of the following activities:
1. Construction of the shaded pathway of the west wing and east wing office
    - 1.1 Shaded pathway leading to the entrance of west wing office
    - 1.2 Shaded pathway from the electrical room exit door to the west wing spiral staircase
    - 1.3 Shaded canopy at the west wing spiral staircase
  2. Filter Room Rehabilitation
    - 2.1 Repainting of walls and ceiling
    - 2.2 Supply and installation of ceramic tiles
    - 2.3 Removal of existing lighting fixtures and installation of new lightings and fixtures including electrical outlets
    - 2.4 Removal of various items at the filter room and surrounding premise such as:
      - 2.4.1 Window grill (2mx3m)
      - 2.4.2 Sliding steel door and its accessories
      - 2.4.3 Old ventilation stainless steel pipes (2"  $\Phi$ ) located outside the reactor building dome
    - 2.5 Construction of concrete CHB wall
    - 2.6 Installation of fabricated blind flange at the old ventilation pipe
    - 2.7 Relocation of the 20 tons air conditioning outdoor unit
  3. Design and Construction of Filter Room Extension
    - 3.1 Provide structural design analysis and calculation
    - 3.2 Design and construction of extension room including: Beams, Columns, Footings, Ceilings, Roofings, Trusses, Electrical, Painting
  4. Removal and dismantling of old storage tank cover
- B. The contractor shall follow the specified design given by the end-user such as:
- b.1 Construction of the shaded pathway of the west wing and east wing office
  - b.2 Filter room rehabilitation

- C. The contractor shall first coordinate with the end-user or any of his representatives prior to any work activity in the reactor building, especially accessibility to the electrical power supply, storing and the allowed working area that PNRI will assign.
- D. The contractor shall remove and clean all obstructions, wastes, and water residues produced during the duration of the work from time to time.
- E. The contractor shall transport and dispose of scrap materials outside of PNRI premises or in a designated area outside the reactor building as assigned by the PNRI.
- F. The contractor shall be the sole responsibility for any accident inflicted on their workers during the duration of the project.
- G. The contractor shall replace any property owned by PNRI that their workers have damaged during the duration of the project.
- H. The contractor shall have a licensed Civil Engineer who has experience in Structural Analysis.
- I. The contractor shall coordinate with the end-user or his representative from time to time concerning work activities.
- J. The contractor shall provide workers with protective gear such as hand gloves, masks, and working shoes for their workers during work activity.
- K. The PNRI will provide the workers with a dosimeter for radiation protection.
- L. The contractor shall visit the site prior to the bidding process.
- M. The contractor shall have a safety officer during the duration of the project.
- N. The contractor shall have a certified welder accredited by TESDA.
- O. The contractor shall patch all holes with concrete.
- P. The contractor shall verify all measurements as specified in the drawings.

## **II. SUBMITTAL REQUIREMENTS:**

- 1. Prior to bidding process:
  - 1.1 The contractor shall submit the following:
    - 1.1.1 Design and specifications of Trusses, Roofings, Columns, Beams, Footings, Floor Plan, Steel Door, Window including grills
    - 1.1.2 Structural Analysis and Calculations.
- 2. After completion of the project:
  - 2.1 The contractor shall submit the following:
    - 2.1.1 As-built drawings: Trusses, Roofings, Columns, Beams, Footings, Floor Plan, Steel Door, Window including iron grills



### III. SCOPE OF WORKS

#### 1. Construction of Shaded Pathway to West Wing and East Wing Office

##### 1.1 Shaded Pathway leading to the entrance of West wing office

*(Shown in Drawing no. 1)*

- a. The contractor shall construct a shaded pathway (i.e., measure, cut, layout, bend). Use proportions using, class 'A' mixture of 1:2:4, with a minimum curing time of 14 days.
- b. The concrete pathway shall have dimensions of 100 cm X 1400 cm X 15cm thick and shall have a measurement of  $\pm 5$  mm tolerance. The additional pathway shall connect to the existing pathway. The contractor shall use 12 mm  $\Phi$  mild steel deformed bar, The rebars shall be a 2-way reinforcement, mounted at middle of concrete pathway with 400 mm ctc (center to center) distance on both ways. Use gage # 16 G.I. wire for tie-wires.
- c. The contractor shall use welded G.I Pipe, 2 1/2"  $\Phi$  x Sch40 x 6m, with a 12" X 12" X 6" (height), concrete foundation with welded 4pcs 12 mm  $\Phi$  mild steel deformed bar on Support post. *(Shown in Drawing no. 2)*
- d. The contractor shall use 2" X 6" X 1/4" G.I tubular as support top plate.
- e. The contractor shall use a 2" X 2" X 1/4" mild steel angle bar as a truss for the shaded pathway. *(Shown in Drawing no. 3)*
- f. The contractor shall use, galvanized c-purlins 2" x 3" x 1mm (thickness) x 6.0m
- g. The contractor shall use a 50mm x 50mm x 4mm (thick) mild steel angle bar as support/connector to the trusses and horizontal c-purlin.
- h. All welding joints shall be fully welded, square butt joint and SMAW (shielded metal arc welding) technique shall be used.
- i. The contractor shall use wedge type anchor bolt M10  $\Phi$  x 100mm to anchor to mount angle bar trusses to the concrete walling.
- j. The contractor shall use Rib type pre-painted metal roof 1.1m x, 0.6 mm (Gauge 24),
- k. The contractor shall use pre-painted L flashing, 16in x 8ft x .60mm, connected by Metal Roofing Tek Screw
- l. The contractor shall apply a rust inhibitor for rust prevention.
- m. The contractor shall apply one (1) coat of red lead primer and two (2) coats of quick-dry enamel. The finished paint shall be of pre- desired color.

1.2 Shaded Pathway from the Electrical Room exit door to the West wing spiral staircase (*Shown in Drawing no.4*)

- a. The contractor shall fabricate an additional pathway (i.e., measure, cut, layout, bend). Use proportions using, class 'A' mixture of 1:2:4, with a minimum curing time of 14 days. The concrete pathway shall have a total area of 25 sqm x 15cm thick concrete and shall have a measurement of  $\pm 5$  mm tolerance. The additional pathway shall connect to the existing pathway. The contractor shall use 12 mm  $\Phi$  mild steel deformed bar. The rebars shall be a 2-way reinforcement, mounted in the middle of a concrete pathway with 400 mm c/c (center to center) distance on both ways. Use gage # 16 G.I. wire for tie-wires. (*Shown in Drawing no. 5*)
- b. The contractor shall remove the existing canopy located at east wing electrical room
- c. The contractor shall use Sch40 Welded GI Pipe, 2 1/2" x 6m, with a 12" X 12" X 6" cement foundation with welded 4 pcs 12 mm  $\Phi$  mild steel deformed bar (*Shown in Drawing no. 6*) and distance interval of post (*Shown in Drawing no.7*)
- d. The contractor shall use 2" X 6" X 1/4" G.I tubular as support (top plate)
- e. The contractor shall use 2" X 3" X 1/4" G.I tubular as support (trusses). (*Shown in Drawing no. 8*), and distance interval of trusses (*Shown in Drawing no. 9*)
- f. The contractor shall use, galvanized c-purlins 2" x 3" x 1mm (thickness) x 6m
- g. The contractor shall use a 50mm x 50mm x 4mm (thick) mild steel angle bar as support/connector to the trusses and horizontal c-purlin.
- h. All welding joints shall be fully welded, square butt joint and SMAW (shielded metal arc welding) technique shall be used.
- i. The contractor shall use wedge type anchor bolt M10x 100 mm to anchor angle bar trusses to the concrete platform.
- j. The contractor shall use rib type pre-painted metal roof 1.1m x 0.6 mm (Gauge 24), pre-painted gauge 24 L flashing, connected by metal roofing teks screw
- k. The contractor shall apply a rust inhibitor for rust prevention.
- l. The contractor shall apply one (1) coat of red lead primer and two (2) coats of quick-dry enamel. The finished paint shall be of pre- desired color.

1.3 Shaded canopy at the west wing spiral staircase (*Shown in Drawing no. 10*)

- a. The Contractor shall remove the existing air conditioning (outdoor unit) 2hp, relocation of the outdoor unit will be identified by the end-user. The existing bracket shall be relocated and retained.

- b. The Contractor shall use a 50mm x 50mm x 4mm (thick) mild steel angle bar as a Trusses (*Shown at Figure 11*) will be mounted to the wall with Chemical Bolt Stainless Steel, M12, 12mm diameter x 150mm length.
- c. The Contractor shall use 40mm x 40mm x 4mm (thick) mild steel angle bars as Trusses
- d. The Contractor shall use Rib type pre-painted metal roof 1.1m x, 0.6 mm (Gauge 24)
- e. The Contractor shall use C. Purlins 75mm x 50mm x 1.0mm thick.
- f. The Contractor shall use valley gutter, Gauge 24.
- g. The Contractor shall use pre-painted flashing Gauge 24.
- h. The Contractor shall use pre-painted box gutter on both sides of shaded canopy.
- i. The Contractor shall use PVC water pies PVC elbow and PVC wye fittings to connect to the existing down spout.
- j. The Contractor shall apply a rust inhibitor for rust prevention.
- k. The contractor shall apply one (1) coat of red lead primer and two (2) coats of quick-dry enamel. The finish paint shall be of pre- desired color.

## 2. Filter Room Rehabilitation

### 2.1 Repainting of walls and ceiling:

- a. The contractor shall remove all damaged or peeled paint from walls and ceilings. Scrape off loose paint, sand rough areas, and clean surfaces to ensure a smooth and clean application area.
- b. The contractor shall use Boysen Permacoat B-800 or any product equivalent. Apply one coat of primer to all surfaces.
- c. The contractor shall use Boysen Flat Wall Latex (Ocean Spray / BCP-0662) & Boysen Flat Wall Latex (Felicity / BCP-0523) as specified by the end-user and apply two topcoats

### 2.2 Supply and Installation of Ceramic Tiles:

- a. The contractor shall remove existing concrete toppings before tile installation. Chip and remove old concrete and clean the surface.
- b. The contractor shall prepare edges and surfaces for tile application.
- c. The contractor shall use tile adhesive.
- d. The contractor shall use porcelain type of ceramic tile, 60x60cm.
- e. The contractor shall apply grout to fill the spaces between tiles.

### 2.3 Removal of existing lighting fixtures and installation of new lightings and outlets

- a. The contractor shall safely remove all existing lighting fixtures and associated wiring.

- b. The contractor shall use 3.5 sqmm. THWN/THHN stranded wire and 5.5 sqmm. THWN/THHN stranded wire for electrical wirings.
- c. The contractor shall install dual 18W LED (T8) with louver housing surface mounted type.
- d. The contractor shall install floor mounted outlet (duplex), lighting switch (3 gang, flush type) and convenience outlet (duplex) with ground.
- e. The contractor shall use a minimum of 20mm PVC Pipe for floor mounted outlets.
- f. The contractor shall use a minimum of rectangular PVC Pipe moulding (16mm x 16mm) for wall outlets.
- g. Apply paint in all electrical conduits.
- h. The contractor shall install necessary wiring provisions for the air conditioning unit (ACU) at the filter and filter extension rooms.
- i. The contractor shall use the spare circuit breakers 20 AT (CKT 1) for lighting outlets. Then use the spare 40 AT (CKT 8) for aircon outlet.
- j. The contractor shall use the spare 20 AT (CKT 6) and 16 AT electrical panel board located at the reactor control room entrance.
- k. The contractor shall test all new lighting fixtures and outlets to ensure proper operation.

2.4 Removal of Various Items at the Filter Room of the following:

- a. The contractor shall carefully remove the existing window.
- b. The contractor shall remove the swing steel door and its accessories.

2.5 Construction of Concrete Hollow Block (CHB) Wall & Installation of Blind Flange at the Old Ventilation Pipe

- a. The contractor shall construct reinforced concrete wall and remove the existing of exhaust fan and cover its hole.
- b. The constructor shall install blind flange at the old ventilation pipe

2.6 Fabrication and installation of Blind Flange

- a. The contractor shall fabricate the blind flange as per the specified diameter and thickness ( $\text{Ø} = 4''$  and  $t = 1/8''$ ).
- b. The contractor shall install the blind flange securely at the designated location of the dome.

2.7 Removal and reinstallation of 20 tons outdoor condensing units (2 units)

- a. The contractor shall safely remove and reinstall two outdoor condensing units, including associated materials.
- b. The contractor shall disconnect electrical wiring and copper tubing. Carefully remove hangers, clamps, and all related materials.
- c. The contractor shall reinstall the outdoor units in the newly constructed machine foundation. Reconnect electrical wires and copper tubing

securely. Ensure proper support using hangers and clamps. Test functionality after reinstallation.

2.8 Construction of concrete slab located outside the electrical room (*shown in drawing no.12*)

- a. The contractor shall ensure the compactness of soil.
- b. The contractor shall construct a reinforced floor slab
- c. The contractor shall use Portland Cement, Sand, Gravel (G1), Corrugated Rebars (12 mm diameter)
- d. The contractor shall excavate the area to the required depth for both the slab and stand. Ensure a level and stable base for construction.
- e. The contractor shall install rebars in accordance with design specifications, ensuring proper spacing and coverage.
- f. The contractor shall mix concrete using specified materials (ratio of 1:2:4 cement, sand, gravel). Pour concrete into forms for the floor slab and stand, ensuring proper leveling and finishing. Allow adequate curing time (minimum 14 days) to achieve desired strength.

2.9 Construction of machine foundation of 20 tons outdoor condensing units (2 units) (140cm x 70cm x 20cm height) (*shown in drawing no.13*)

3. Design and Construction of Room Extension. (*shown in drawing no.14*)

3.1 Provide Structural Design Analysis and Calculation

- a. The contractor shall ensure a structurally sound design for the 22 sqm filter room extension.

3.2. Design and Construction of Extension Room (*shown in drawing no.13*)

- a. The contractor shall construct a filter room extension in accordance with approved design specifications.
- b. Construct trusses and install roofing materials to ensure weatherproofing and adequate insulation. Ensure that all roofing is securely fastened and properly sealed to prevent leaks.
- c. Install ceiling materials (fiber cement board) as specified in the design documents. Ensure that all seams and joints are properly finished and sealed.
- d. Install electrical wiring, including:
  - d.1 Three (3) electrical outlets.
  - d.2 One (1) gang switch and two (2) gang switch
  - d.3 Five (5) lighting fixtures (single type with louver housing).
  - d.4 Necessary wiring provisions for the installation of a split-type air conditioning unit (ACU).
- e. Install 60x60 cm BMU6500 Porcelain Type Ceramic Tile (White Color) on the floor:

- e.1 Lay-out tiles with proper spacing and alignment using appropriate adhesive.
      - e.2 Apply Grout and seal tiles.
    - f. Fabrication and Installation of Additional Access Ladder
      - f.1 The contractor shall provide safe and functional access to the filter extension room.
      - f.2 The contractor shall design an access ladder
      - f.3 Install the access ladder securely outside the filter room, ensuring proper anchoring and alignment.
    - g. Fabrication and Installation of Doors and Window
      - g.1 The contractor shall install doors and windows that enhance accessibility and security.
      - g.2 The contractor shall install Two Dual Swing Glass Analok Door (1.5x2.1m) and Frame including handles and hinges.
      - g.3 The contractor shall fabricate and install the steel swing door (1.2mx2.1m) and jamb. Including appropriate door lock mechanisms, door handle and door hinges.
      - g.4 The contractor shall fabricate and install one sliding analok glass window (1m x 3m x 1/4" thickness) horizontally, and ensure that all tracks, rollers, and seals are installed properly.
    - h. Painting Works
      - h.1 Prepare surfaces of walls, ceilings, and trims for finishing. Apply 1 coat of primer and 2 topcoats paint.
4. Removal of Old Storage Tank Cover
- a. The contractor shall carefully lift the reactor cover with the appropriate tools and equipment.
  - b. The contractor shall use the proper lifting equipment to safely remove the PRR-1 cover.
  - c. The contractor shall use appropriate cutting technique to cut the cover into segments or pieces.
  - d. The contractor shall clean the area after the project has been completed.

#### **IV. TIME OF COMPLETION:**

The time to complete the project shall be one hundred twenty (120) government working days.

***Section VII.***

***Drawings (on a separate sheet)***

## *Section VIII. Bill of Quantities*

	DESCRIPTION		COST
<b>A</b>	<b>GENERAL REQUIREMENTS</b>	P	
<b>B</b>	<b>CONSTRUCTION OF THE SHADED PATHWAY OF THE WEST WING AND EAST WING OFFICE</b>		
1	Shaded Pathway leading to the entrance of West Wing Office	P	
2	Construction of the Shaded Pathway from the Electrical Room Exit Door to the West Wing Spiral Staircase	P	
3	Constructing of Shade Canopy at the West Wing Spiral Staircase	P	
<b>C</b>	<b>FILTER ROOM REHABILITATION</b>		
1	Repainting of Walls and Ceiling	P	
2	Supply & Installation of Ceramic Tiles	P	
3	Removal of Existing Lighting Fixtures and Installation of New Lightings and Outlets	P	
4	Removal of various items at the Filter Room and Surrounding Premises	P	
5	Construction of Concrete CHB Wall & Installation of Blind Flange at the Old Ventilation Pipe	P	
6	Fabrication and Installation of Blind Flange	P	
7	Removal and Reinstallation of 20 tons Air Conditioning Outdoor Units (2 Units)	P	
8	Construction of Machine Foundation of 20 tons Air Conditioning Outdoor Units (2 Units) (140cm x 70cm x 20 cm height)	P	
9	Construction of Concrete Slab located outside the Electrical Room	P	
<b>C</b>	<b>DESIGN AND CONSTRUCTION OF FILTER ROOM EXTENSION</b>	P	
<b>D</b>	<b>REMOVAL AND DISMANTLING OF OLD STORAGE TANK COVER</b>	P	
<b>TOTAL COST</b>		<b>P</b>	



**BREAKDOWN OF ESTIMATED EXPENDITURES**

**DIRECT COST:**

TOTAL MATERIAL COST P \_\_\_\_\_

TOTAL LABOR COST P \_\_\_\_\_

**TOTAL DIRECT COST** P \_\_\_\_\_

**INDIRECT COST:**

CONTINGENCY P \_\_\_\_\_

OH/SUPERVISION P \_\_\_\_\_

PROFIT P \_\_\_\_\_

**TOTAL MARK-UP** P \_\_\_\_\_

VAT P \_\_\_\_\_

**TOTAL INDIRECT COST** P \_\_\_\_\_

**TOTAL PROJECT COST** P \_\_\_\_\_

# ***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;  
**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**
- (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;  
**or**
- 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;  
**or**
- 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.

- (k) Bid Bulletin (if applicable)
- (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**

- (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

## *Bidding Forms*

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Procuring Entity: **PHILIPPINE NUCLEAR RESEARCH INSTITUTE**  
 Name of the Project: **Rehabilitation of the Reactor Building Structures and Adjacent Premises**  
 Location of the Project: **PNRI Compound, Commonwealth Avenue, Diliman, Quezon City**

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

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

Name of Contract	d. Owner Name e. Address f. Telephone Nos.	Nature of Work	Contractor's Role		d. Amount at Award e. Amount at Completion f. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

- 1 Contract
- 2 CPES rating sheets and/or Certificate of Completion
- 3 Certificate of Acceptance

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

**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]*



Procuring Entity: **PHILIPPINE NUCLEAR RESEARCH INSTITUTE**

Name of the Project: **Rehabilitation of the Reactor Building Structures and Adjacent Premises**

Location of the Project: **PNRI Compound, Commonwealth Avenue, Diliman, Quezon City**

### **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



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

\_\_\_\_\_  
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)



## Omnibus Sworn Statement

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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]

Procuring Entity: **PHILIPPINE NUCLEAR RESEARCH INSTITUTE**  
Name of the Project: **Rehabilitation of the Reactor Building Structures and Adjacent Premises**  
Location of the Project: **PNRI Compound, Commonwealth Avenue, Diliman, Quezon City**

**AUTHORITY OF SIGNATORY**

**SECRETARY'S CERTIFICATE**

I, \_\_\_\_\_, a duly elected and qualified Corporate Secretary of \_\_\_\_\_ (Name of the Bidder), 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:

RESOLVED, that \_\_\_\_\_ (Name of the Bidder) be, as it hereby is, authorized to participate in the bidding of \_\_\_\_\_ (Name of the Contract) by the \_\_\_\_\_ (Name of the Procuring Entity); and that if

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

- (1) execute a waiver of jurisdiction whereby the \_\_\_\_\_ (Name of the Bidder) hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the \_\_\_\_\_ (Name of the Bidder) 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 \_\_\_\_\_.

\_\_\_\_\_  
(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 \_\_\_\_\_



Procuring Entity: **PHILIPPINE NUCLEAR RESEARCH INSTITUTE**  
Name of the Project: **Rehabilitation of the Reactor Building Structures and Adjacent Premises**  
Location of the Project: **PNRI Compound, Commonwealth Avenue, Diliman, Quezon City**

**AUTHORITY OF SIGNATORY**

**SPECIAL POWER OF ATTORNEY**

I, \_\_\_\_\_, President of \_\_\_\_\_, a corporation incorporated under the laws of \_\_\_\_\_ with its registered office at \_\_\_\_\_, by virtue of Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, has made, constituted and appointed \_\_\_\_\_ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent \_\_\_\_\_ in the bidding of \_\_\_\_\_ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.

Signed in the Presence of:

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY )SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting 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 \_\_\_\_\_

Procuring Entity: **PHILIPPINE NUCLEAR RESEARCH INSTITUTE**

Name of the Project: **Rehabilitation of the Reactor Building Structures and Adjacent Premises**

Location of the Project: **PNRI Compound, Commonwealth Avenue, Diliman, Quezon City**

### **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

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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 or 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]*.
- (l) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

