

PHILIPPINE BIDDING DOCUMENTS

DESIGN AND BUILD FOR THE PROPOSED CONSTRUCTION OF SINGLE-STOREY COLD EXAMINATION FACILITY FOR AGRICULTURE (CEFA) WITH MEZZANINE AT DAVAO DEL NORTE

IB No. CEFA-SB-2024-007

Approved Budget for the Contract: P150,000,000.00

November 2024

Preface

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

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

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.

CEFA – Cold Examination Facility for Agriculture

CEFA PMO – Cold Examination Facility for Agriculture Project Management Office

CEFA SBAC – Cold Examination Facility for Agriculture Special Bids and Awards Committee

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

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.

ConVan – Container Van

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DEA – Designated Examination Area

DICT – Davao International Container Terminal

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

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.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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.

MITC – Manila International Terminal Corporation

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.

SBITC – Subic Bay International Terminal Corporation

SBMA – Subic Bay Metropolitan Authority

SCC – Special Conditions of Contract

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
Department of Agriculture
BUREAU OF ANIMAL INDUSTRY
Diliman, Quezon City
Tel. No. 925 8071

INVITATION TO BID

IB No. CEFA-SB-2024-007

DESIGN AND BUILD FOR THE PROPOSED CONSTRUCTION OF SINGLE-STOREY COLD EXAMINATION FACILITY FOR AGRICULTURE (CEFA) WITH MEZZANINE AT DAVAO DEL NORTE

1. The *Bureau of Animal Industry*, through the *GAA Fund (FY 2023 Continuing Appropriations)* intends to apply the sum of **One Hundred Fifty Million Pesos (P150,000,000.00)** being the ABC to payments under the contract for the ***Design and Build for the Proposed Construction of Single-Storey Cold Storage Examination Facility for Agriculture (CEFA) With Mezzanine at Davao Del Norte*** under **IB No. CEFA-SB-2024-007**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Bureau of Animal Industry* now invites bids for the above Procurement Project. Delivery of the Goods is required within **One Hundred Twenty (120) calendar days upon receipt of Notice to Proceed (NTP)**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. The eligibility of Design and Build Contractors shall be based on provisions of Annex 'G', IRR / R.A. No. 9184, including Legal, Technical and Financial requirements. In the technical requirements, the Design and Build Contractor [as in solo or in joint venture/ consortia] should be able to comply with the experience requirement under the IRR/ R.A. No. 9184, where one (1) of the parties [in a joint venture/ consortia] should have completed at least one (1) similar project, over the last five (5) years from the date of Bid submission, both in design and build, with at least 50% of the cost of the ABC of the project. The joint venture/ consortia Contractor must also submit Class 'A' and Class 'B' Documents.
4. Bidding will be conducted through open competitive bidding procedures with a **Two-Step Evaluation Procedure** using a non-discretionary "*PASS/FAIL*" evaluation with a Point System, as specified in Annex "G" of IRR/ R.A. No. 9184
 - (i) Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
5. Prospective Bidders may obtain further information from *CEFA-SBAC* and inspect the Bidding Documents at the address given below during *Monday to Friday*

(8:00A.M. – 5:00 P.M.) **except weekends and holidays** until its closing period posted in the PhilGEPS.

6. A complete set of Bidding Documents may be acquired by interested Bidders on **November 30, 2024 to December 23, 2024** from the CEFA SBAC Secretariat or website of the Procuring Entity (www.bai.da.gov.ph) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Fifty Thousand Pesos (P50,000.00) non-refundable..** The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person, by facsimile, or through electronic means not later than the submission of their bids.

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

7. In accordance with provisions of Annex ‘G’ IRR/ R.A. No. 9184, Bidders shall submit Bids in two [2] separate sealed envelopes. The first envelope [Technical Proposal] shall contain all the required Class A documents for the infrastructure projects and additional documents specified in the Bid Data Sheets and Bid Forms of the Bidding Documents. The second envelope [Financial Proposal] shall contain all the required documents for infrastructure specified in the Bid Data Sheets and Bid Forms.
8. The *Bureau of Animal Industry* will hold a Pre-Bid Conference¹ on **December 09, 2024, 9:30 A.M.** at **BAI Office of the Director Conference Room, BAI Compound, Visayas Avenue, Diliman, Quezon City** and/or through video conferencing or webcasting via *ZOOM* or *GOOGLE MEET*, which shall be open to prospective bidders.

A Personal Meeting ID will be sent through email for each participant at least one day before the event. Prospective bidders need to signify their intention to participate by sending an email to bacsecretariat.cefa@gmail.com.

9. Bids must be duly received by the CEFA SBAC Secretariat through manual submission at the office address indicated below, on or before **December 23, 2024, 9:00 A.M.** Late bids shall not be accepted.
10. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **IB** Clause 14.
11. Bid opening shall be on **December 23, 2024, 9:30 A.M.** at **BAI Office of the Director Conference Room, BAI compound, Visayas Avenue, Diliman, Quezon City** and/or via *ZOOM* or *GOOGLE MEET*. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

A Personal Meeting ID will be sent to participants through email who submitted bid proposals.

12. The *Bureau of Animal Industry* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
13. The BUREAU OF ANIMAL INDUSTRY CEFA Special Bids and Awards Committee (SBAC) will use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is “draw lots”, in the event that two or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final LCRB (In alphabetical order, the bidders shall pick one rolled paper. The lucky bidder who would pick the paper with “Congratulations” remark shall be declared as the final bidder having LCRB and recommended for award of the contract.)
14. Please refer to the following schedule of activities.

Activity	Date	Remarks
Availability of Bidding documents	November 30 - December 23, 2024	Downloadable through PhilGEPS, BAI Website and can be requested through email (bacsecretariat.cefa@gmail.com)
Pre-bid Conference	December 09, 2024 (9:30 am)	A Personal Meeting ID will be sent through email for each participant at least one day before the event. Prospective bidders need to signify their intention to participate by sending an email to bacsecretariat.cefa@gmail.com
Deadline for the submission of bids	December 23, 2024 (9:00 am)	Late bids shall not be accepted. Through personal delivery or through courier at the CEFA SBAC Secretariat station at the Bureau of Animal Industry – Office of the Director Building, Visayas Ave., Diliman, Quezon City Bidders must ensure that the Bid Proposals are properly delivered and received by the CEFA SBAC Secretariat Office on or before the deadline of submission.
Bid Opening	December 23, 2024 (9:30 am)	A Personal Meeting ID will be sent to participants through email who submitted bid proposals on time.

15. The **BUREAU OF ANIMAL INDUSTRY** does not condone any forms of solicitation on any prospective winning and losing bidders by any of our staff/employees or any other party. Any sort of this kind shall be reported immediately to BAI (bacsecretariat.cefa@gmail.com).
16. For further information, please refer to:
- Mx. DHEADEMA I. DADUA**
Head, CEFA SBAC Secretariat
Property Office Building
BUREAU OF ANIMAL INDUSTRY
Visayas Avenue, Diliman, Quezon City
Email: bacsecretariat.cefa@gmail.com
Contact No.: (02) 8528 2240 local 1239 or 1701
17. For downloading of Bidding Documents, you may visit: www.bai.gov.ph

(Original signed)
MARIVIC M. DE VERA, DVM, PhD
Chair, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *Bureau of Animal Industry* wishes to receive Bids for the **DESIGN AND BUILD FOR THE PROPOSED CONSTRUCTION OF SINGLE-STOREY COLD EXAMINATION FACILITY FOR AGRICULTURE (CEFA) WITH MEZZANINE AT DAVAO DEL NORTE** with identification number ***IB No. CEFA-SB-2024-007***.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is for the design and build construction of Works including supply and installation of Technical Equipment (to be awarded per equipment/ per lot number) as described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2023 (Continuing Appropriations)* in the amount of ***One Hundred Fifty Million Pesos (P150,000,000.00)***.

2.2. The source of funding is:

(i) 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 Manuals 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 **IB** by the CEFA SBAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, Coercive and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and

obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be “similar” to the contract to be bid if it has the major categories of work stated in the **BDS**.

5.3

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.4. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

- a. For the procurement of Capital Outlay: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.5. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.

5.6. The Bidders shall comply with the eligibility criteria under Section 23.4.42 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, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

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

The Procuring Entity has prescribed that subcontracting is not allowed.

7.2. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **December 09, 2024, 9:30 A.M.** and either at its physical address BAI Office of the Director Conference Room, BAI Compound, Visayas Avenue, Diliman, Quezon City 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 X. Checklist of Technical and Financial Documents**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the CEFA SBAC 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. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.4. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.5. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.6. 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 X (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. 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:
 - (i) Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days from the date of the opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one 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 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 CEFA SBAC 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 CEFA SBAC 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.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

19. Domestic Preference

- 19.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

20. Detailed Evaluation and Comparison of Bids

- 20.1 The Procuring SBAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The CEFA SBAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 20.2 If the Project allows partial bids, all Bids and combinations of Bids as indicated in the BDS shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 20.3 The Project shall be awarded as:
- Option 1 – One Project having several items that shall be awarded as one contract.
- 20.4 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.
- 20.5 Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

21. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the CEFA SBAC 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**.

22. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause																																																			
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>a. Design and Build of Laboratory Facility and/or Designated Examination Area</p> <p>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>																																																		
7.1	Subcontracting is not allowed.																																																		
10.3	PCAB License [Allowable Ranges Contract Costs – Php 150 Million up to 300 Million]. Special PCAB License if joint venture.																																																		
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table><tr><th>Position</th><th>Req. Min. Years of Similar Experience</th><th>Req. Min. Years of Total (Similar + Related Experience)</th></tr><tr><td>A. Design Personnel</td><td></td><td></td></tr><tr><td>Design Manager</td><td>8</td><td>12</td></tr><tr><td>Other Key Design Personnel</td><td>5</td><td>8</td></tr><tr><td>B. Construction Personnel</td><td></td><td></td></tr><tr><td>Project Manager</td><td>8</td><td>12</td></tr><tr><td>Other Key Construction Personnel</td><td>5</td><td>8</td></tr></table> <p>Similar experience means design/construction experience in the same position and/or in the same/similar project category. Total experience means total design/construction experience regardless of position or project category.</p>	Position	Req. Min. Years of Similar Experience	Req. Min. Years of Total (Similar + Related Experience)	A. Design Personnel			Design Manager	8	12	Other Key Design Personnel	5	8	B. Construction Personnel			Project Manager	8	12	Other Key Construction Personnel	5	8																													
Position	Req. Min. Years of Similar Experience	Req. Min. Years of Total (Similar + Related Experience)																																																	
A. Design Personnel																																																			
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B. Construction Personnel																																																			
Project Manager	8	12																																																	
Other Key Construction Personnel	5	8																																																	
10.5	<p>The minimum major equipment requirements are the following: NOTE: The bidder shall furnish Certified True Copies of Ownership and/or Lease Agreement as specified.</p> <table><tr><th>No.</th><th>Equipment</th><th>O</th><th>O or L</th><th>Total</th></tr><tr><td>1</td><td>Backhoe with attachment 0.50-1.00 cu.m.</td><td>2</td><td>1</td><td>2</td></tr><tr><td>2</td><td>Dump Truck 9-10 cu.m.</td><td>2</td><td>-</td><td>2</td></tr><tr><td>3</td><td>Personnel Service Vehicle/ Truck</td><td>1</td><td>-</td><td>1</td></tr><tr><td>4</td><td>Generator Set 301-350 kw</td><td>1</td><td>-</td><td>1</td></tr><tr><td>5</td><td>Truck Mounted crane, 25 tons</td><td>1</td><td>-</td><td>1</td></tr><tr><td>6</td><td>Concrete Vibrator</td><td>3</td><td>-</td><td>3</td></tr><tr><td>7</td><td>Plate Compactor</td><td>1</td><td>-</td><td>1</td></tr><tr><td>8</td><td>Welding Machine, 300 amp.</td><td>3</td><td>-</td><td>3</td></tr><tr><td>9</td><td>One Bagger Concrete Mixer</td><td>2</td><td>-</td><td>2</td></tr></table>	No.	Equipment	O	O or L	Total	1	Backhoe with attachment 0.50-1.00 cu.m.	2	1	2	2	Dump Truck 9-10 cu.m.	2	-	2	3	Personnel Service Vehicle/ Truck	1	-	1	4	Generator Set 301-350 kw	1	-	1	5	Truck Mounted crane, 25 tons	1	-	1	6	Concrete Vibrator	3	-	3	7	Plate Compactor	1	-	1	8	Welding Machine, 300 amp.	3	-	3	9	One Bagger Concrete Mixer	2	-	2
No.	Equipment	O	O or L	Total																																															
1	Backhoe with attachment 0.50-1.00 cu.m.	2	1	2																																															
2	Dump Truck 9-10 cu.m.	2	-	2																																															
3	Personnel Service Vehicle/ Truck	1	-	1																																															
4	Generator Set 301-350 kw	1	-	1																																															
5	Truck Mounted crane, 25 tons	1	-	1																																															
6	Concrete Vibrator	3	-	3																																															
7	Plate Compactor	1	-	1																																															
8	Welding Machine, 300 amp.	3	-	3																																															
9	One Bagger Concrete Mixer	2	-	2																																															

	10	Tower Crane	-	1	1
		Total	16	2	17
	O or L - Owned or Leased				
12	The price of the Goods shall be quoted DDP at BAI, Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than Three Million Pesos (Php3,000,000.00) equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than Seven Million Five Hundred Thousand Pesos (Php7,500,000.00) equivalent to five percent (5%) of ABC if bid security is in Surety Bond.</p>				
15	Each bidder shall submit two (2) copies of bid proposal [one original copy and one duplicate copy (Copy I)] of the first and second components of its Bid. (see attached copy of Sealing and Marking of Bids)				
19.2	<p>Partial bids are allowed, as follows:</p> <p><i>[Insert grouping of lots by specifying the items and the quantity for every identified lot.]</i> Partial bids are not allowed.</p>				
19.3	The project will be awarded as one (1) lot.				
20	<p><i>[List licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, etc.]</i></p> <p>Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</p>				
20.2	<p>Post Qualification documents (to be submitted by the bidder with the Lowest Calculated Bid/Single Calculated Bid)</p> <p>a.) Latest Income and Business tax returns filed and paid through the Bureau of Internal Revenue (BIR) Electronic Filing and Payment System (eFPS) for the last six (6) months.</p> <p>b) VAT Returns (BIR Form 2550Q) or Percentage Tax Return (BIR Form 2551Q) with proof of payment.</p> <p>c) Latest Quarterly and Annual Income Tax Returns (BIR Forms 1701 or 1702)</p>				

	<p>d) Latest Audited Financial Statement received by the BIR.</p> <p>e) Other appropriate licenses and permits as required by law</p> <p>The bidder with the Lowest Calculated Bid (LCB) must submit the document/s to the BAC Secretariat Office within five (5) calendar days from the bid opening</p>
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity: (for the winning bidder only)</p> <ol style="list-style-type: none"> 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 7. Programs of Works (POW) 8. Other acceptable tools of project scheduling.
21.2	<i>No further instructions.</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Sectional Completion of Works

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

3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the SCC, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with ITB Clause 10.3 and specified in the BDS, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

- 1.1. Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to 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 of RA No. 9184.
- 1.2. 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

13.1 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.

13.2 Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

13.3 The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in

accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

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.

16. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

17. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
2	<p><i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i></p> <p>Design Preparation – One (1) month Construction – Three (3) months</p>
2.2	<p>The terms of payment shall be:</p> <p>[] Full payment after completion of delivery and final acceptance of the goods/services per equipment/per lot number. [✓] Progress billing based on actual delivery dates as stated in Section IX. Terms of Reference.</p>
41.	<p><i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i></p>
6	<p>The site investigation reports are: <i>[list here the required site investigation reports.]</i> Site inspection and survey (please refer to TOR)</p>
7.2	<p><i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:]</i> Fifteen (15) years.</p>
10	<p>Dayworks are applicable at the rate shown in the Contractor’s original Bid.</p>
11.1	<p>The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within <u>seven (7) calendar days</u> of delivery of the Notice of Award.</p>
11.2	<p>The amount to be withheld for late submission of an updated Program of Work is 5% of the total Contract Amount</p>
13	<p>The amount of the advance payment shall not exceed 15% of the total contract price and schedule of payment.</p>
14	<p>Materials and equipment delivered on the site but not completely put in place shall NOT be included for payment.</p>
15.1	<p>The date by which operating and maintenance manuals are required is within 30 calendar days after project completion. The date by which “as built” drawings are required is within 15 calendar days after project completion.</p>
15.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is 5% of the Total Contract Amount.</p>

Section VI. Minimum Performance Standards and Specification

Minimum Performance Standards and Parameters (MPSP) Including DPWH Blue Book

1. PURPOSE

The purpose of the Minimum Performance Standards and Parameters (MPSP), among others, is to:

- 1.1. Establish the MPSP that the Design and Build Contractor [DBC] must comply with under the Contract Agreement with the Bureau of Animal Industry for the Design and Build of the Proposed Cold Examination Facility for Agriculture (hereinafter referred to as *“the Project”*), using the Implementing Rules and Regulations, Republic Act No. 9184 especially *Annex “G” Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects*;
- 1.2. Ensure compliance of the DBC in adopting Architectural, Engineering, and other Technical Guidelines and define performance standards for the Detailed Engineering Design (DED) of the Project; and
- 1.3. Provide a quantifiable and verifiable basis for physical progress as a basis for Claims for Payments of the DBC in accordance standard accounting and auditing rules and regulations of the Procuring Entity.

2. SCOPE OF THE PROJECT

- 2.1. Project Components. The Bid Documents include the following components (Table 2.1):

Table 2.1 Project Components

Component	Particulars
Architectural and Engineering Designs	Complete plans, drawings, specifications, BOQ and cost estimates, construction management, progress reports, and claims for payments and completion reports
Site Civil Works	Site drainage/flood control, site stabilization sanitary works forming part of the site civil works, pavements, and RROW improvements as applicable / needed, including pavement markings, etc., with pertinent plans and designs prepared by a Registered and Licensed Civil Engineer
Architectural Works	Masonry, finishes, partitions, acoustics, lighting, moisture protection / thermal, glazing, wood/plastics, fenestrations (doors & windows), with pertinent plans and designs prepared by a Registered and Licensed Architect
Structural Works	Foundation, earthquake-proof and typhoon-proof building, with the pertinent plans and designs prepared by a Registered and Licensed Civil Engineer who specialize in structural design

Electrical Works	All electrical systems including backup generator set with pertinent plans and designs prepared by a Registered and Licensed Professional Electrical Engineer
Mechanical Works	HVAC, fire protection, and elevator with pertinent plans and designs prepared by a Registered and Licensed Professional Mechanical Engineer
Plumbing Works	Water Tanks and supply systems with pertinent plans and designs prepared by a Registered and Licensed Master Plumber
Sanitary Works	Water Sewage, Sanitary, and disposal systems with pertinent plans and designs prepared by a Registered and Licensed Sanitary Engineer
Electronics Works	Conceptualize, design, test, and oversee the installation of communications and electronic systems that includes vertical and horizontal LAN cabling, FDAS, public address, CCTV system, and provision for data center/server room with pertinent plans and designs prepared by a Registered and Licensed Professional Electronics Engineer

3. SCOPE OF DESIGN AND BUILD CONTRACT AGREEMENT

- 3.1. Conduct Architectural and Engineering (A&E) Surveys. Annex “G” IRR / R.A. No. 9184 specifies that the DBC shall conduct the surveys in its Bid Proposal and present to CEFA SBAC their results and findings which would impact the detailed A&E designs of the project. The DBC shall include the findings and recommendations and effects, if any, on the Technical and Financial Components of its Bid Proposal in its report on the Conceptual Engineering Designs of the Project. The Terms of Reference (TOR) defines the detailed activities.
- 3.2. Preparation of the Conceptual and Pre-Detailed Engineering Designs (CED) for the Project Components. The DBC shall prepare and submit to CEFA SBAC the draft Conceptual Engineering Designs (CEDs) for each of the Components. The CEDs shall conform to Section VI. Minimum Performance Specifications and Parameters. The DBC shall submit a report on the CED to CEFA SBAC.
- 3.3. Preparation of the Revised Conceptual Engineering Design (RCEDs). The DBC shall prepare and submit the Revised CEDs for each Project Component following the minutes of discussion with CEFA SBAC. The DBC shall submit a report on the RCEDs for the issuance of a “Notice of No Objection” from the CEFA SBAC following the minutes of discussion.
- 3.4. Preparation of the Detailed Engineering Design (DED) for Approval of CEFA SBAC. After the Procuring Entity, CEFA SBAC, and DBC have agreed on the CEDs, the DBC shall prepare and submit the final DED and submit to CEFA SBAC for approval. The DBC shall adopt a report format acceptable to CEFA SBAC.
- 3.5. Scope of Construction. The DBC shall fully undertake the Construction Works for all Project Components.

3.5.1. the DBC shall implement the construction of the Project in accordance with its Bid Proposal and any modifications which may be agreed upon during the discussion on Conceptual Engineering Designs (CEDs) as officially recorded in the Minutes of Discussion with CEFA SBAC and final Detailed Engineering Designs approved by CEFA SBAC.

3.5.2. The DBC shall undertake the construction of the Project in accordance with this Annex 2. Minimum Performance Standards and Parameters (MPSP) and the DPWH Blue Book, Volume II.

The DBC shall undertake the following activities in accordance with the Bidding Documents and its Bid Proposal which form an integral part of the Contract Agreement.

4. DESIGN STANDARDS AND SPECIFICATIONS:


SPECIFICATIONS AND STANDARDS

DESIGN AND BUILD PROJECT FOR THE PROPOSED CONSTRUCTION OF BORDER COLD EXAMINATION FACILITY FOR AGRICULTURE (CEFA) IN SUBIC


I. DESIGN PHASE

DESIGN PARAMETERS

ROOM	MIN. SIZE REQUIREMENTS	FUNCTION AND EQUIPMENT	OTHER REMARKS
1. Bay Area	Must have 8 Bays with a minimum distance of 1m per truck considering 40ft CONVANS	<ul style="list-style-type: none"> a. Dock Leveler (if necessary) b. Insulated Roll up / Cross-sectional Door for every bay c. Provision of Loading Area for Sample Collection 	Every Loading Bay must have an individual dock shelter sealing the temperature inside the DEA
2. Designated Examination Area	Min. Dimensions: 6.8m x 32m Min. Area = 220.00sqm	<ul style="list-style-type: none"> a. 3 records processing area (BAI, BFAR, BPI) with outlet b. Records Rack c. Storage Racks d. Writing Desks (Min. 4 personnel per Bureau) e. Constant at 5°C for 24hrs f. Pallet Racks for Sample Collection (at least 50% Convan) 	Must be elevated at least <u>1.2m in line with the elevation of Container Vans</u>




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		Unloading and Loading) g. Access to Equipment Charging Station h. Must have Document Transmittal window/system from DI, to the Records area of DEA
3. Cold Storage / Walk-in Freezer	Min. Area = 46.00sqm	a. Can accommodate 280 samples per week b. Constant at 5°C or lower (-17°C) if necessary c. Stainless steel Shelves with tagging system d. PVC Curtain e. Roll-up / Cross Section Door f. 3-sets for BAI, BPI and BFAR
4. Freezer Ante Room	Min. Area = 16.00sqm	a. Must have a Sample Receiving Table (with Outlet) b. Direct Access to transfer of Samples to Laboratory (preferably Dumb-waiter)




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		c. Roll-up Tarpaulin to DEA d. PVC Curtain if necessary e. All freezers must have an Ante Room from DEA	
5. Wash Room	No. designated Size Requirement	a. Comfort room for DEA Personnel (Must wash hands before re-entry) b. Access to Building Exit with Ante-Room c. Direct Access from Changing Area d. PVC Curtain for all access points e. ONLY Access to the DEA (All personnel must wash hands before entering the DEA)	
6. Laundry Area	Min. Area = 30sqm	a. 4-units of Industrial Washer and Dryer b. Drying and Rack Area c. Must have access to changing room d. Sanitation System e. Convenience	




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		Outlet for Steam Dryers and misc. equipment	
7. Changing Area	No designated size requirement	<ul style="list-style-type: none"> a. Security Guard before entry b. Lockers for at least 20 personnel c. Dressing Bench d. Frisking Area and Turnbuckle for security purposes 	
8. Lobby Area	No designated size requirement	<ul style="list-style-type: none"> a. Designated Waiting Area b. Access to Changing Room for DEA and Laboratory c. CEFA logo on Floor d. Access to all Admin Offices e. Provide toilet for Guests 	
9. Driver's Lounge	Min. Area = 22.00sqm	<ul style="list-style-type: none"> a. Common Public Toilet b. Queuing Benches for at least 16 people c. Strategic placement of Convenience outlets inside the room for Misc. use d. Provision of 	




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		Entertainment materials (TVs and etc.) e. Designated Smoking Area f. Direct Access to Truck Park g. Safe pedestrian access to Truck Park (Bollards and Traffic Paint included)	
10. Office Area	No designated size requirement	a. Includes the ff: b. CCTV Room c. CEFA Management Office d. Admin / Engineering Office (with Direct Access to EE and Maintenance Rooms) e. Access to Public Toilet f. PDEA/BOC Station Area. With Airconditioned Dog Resting area and Direct access to Building Exit g. Station Manager's Office with Personal Toilet. Must include workstation for	



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		at least 4 personnel and 1-executive h. Must provide Employee Monitoring Deck or Area	
11. Laboratory Changing Area	No designated size requirement	a. Ante-room from Lobby b. Direct Access from Lobby c. Must provide lockers for at least 12 personnel d. Direct Access to Laboratory Wash Room e. Direct Access to Laboratory Toilets f. Direct Access to Laboratory Hallway	
12. Staff Zen Room	No designated size requirement	a. Resting quarters for at least 12 personnel b. Own Toilet and Bath c. Convenience Outlets	
13. BAI – Sample Preparation Room	Area = 28.00sqm	a. 1.5mx2.0m width Masonry Table with Granite Countertop. Min. of 6 convenience	





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		outlets. Laboratory Sink Flask Shelves b. Min. of 2 Laboratory Stools c. Enclosed Biosafety Cabinet Room with designated outlet (glass partition for visibility) d. Direct Access to Transfer of Samples from DEA e. Inclusion of 1- upright Freezer for Samples (with designated outlet) f. Inclusion of 1 - Refrigerator with designated Outlet g. Strategic placement of Convenience outlets inside the room for Misc. use h. Glass door Entrance (for visibility) with a minimum width of 1.2m	
14. BFAR – Sample	Area = 23.00sqm	a. 1.5mx2.0m width Masonry	

Preparation Room		<p>Table with Granite Countertop. Min. of 6 convenience outlets.</p> <p>Laboratory Sink.</p> <p>Flask Shelves</p> <p>b. Min. of 2 Laboratory Stools</p> <p>c. Enclosed Biosafety Cabinet Room with designated outlet (glass partition for visibility)</p> <p>d. Direct Access to Transfer of Samples from DEA</p> <p>e. Inclusion of 1- upright Freezer for Samples (with designated outlet)</p> <p>f. Inclusion of 1 - Refrigerator with designated Outlet</p> <p>g. Strategic placement of Convenience outlets inside the room for Misc. use</p> <p>h. Glass door Entrance (for visibility) with a</p>	
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		minimum width of 1.2m i. Direct access to the Media Prep. & Sterilization Room
15. BPI - Sample Preparation Room	Area = 23.00sqm	a. 1.5mx2.0m width Masonry Table with Granite Countertop, Min. of 6 convenience outlets. Laboratory Sink. Flask Shelves b. Min. of 2 Laboratory Stools c. Enclosed Biosafety Cabinet Room with designated outlet (glass partition for visibility) d. Direct Access to Transfer of Samples from DEA e. Inclusion of 1- upright Freezer for Samples (with designated outlet) f. Inclusion of 1 - Refrigerator with designated Outlet g. Strategic




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		placement of Convenience outlets inside the room for Misc. use h. Glass door Entrance (for visibility) with a minimum width of 1.2m i. Direct access to the Media Prep. & Sterilization Room
16. Media Preparation and Sterilization Room	Area = 18sqm	a. 1.5mx2.0m width Masonry Table with Granite Countertop, Min. of 6 convenience outlets. Laboratory Sink. Flask Shelves b. Sterilization Area Sink and Counters with Min. of 9 convenience outlets. (Enclosed with Glass partitions) c. Direct access to BPAR and BPI Sample Prep. Rooms d. Strategic placement of Convenience outlets inside the



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		room for Misc. use	
17. Extraction / Loading Station	Area = 14.80sqm	<ul style="list-style-type: none"> a. 1 - set of Extraction Station for Every Sample Preparation Room b. Adjacent to Sample Preparation Room c. 1 - set Sink and Counters with Min. of 9 convenience outlets. d. Inclusion of 1 Ref with Freezer e. Adjacent to Clean Room f. Enclosed Biosafety Cabinet Room with designated outlet (glass partition for visibility) 	
18. Clean Room	Area = 20.00sqm	<ul style="list-style-type: none"> a. Must have an Ante-room b. Inclusion of 1 - Laminar Flow Machine with designated outlet c. Inclusion of 1 - ref with freezer d. 1 - set working 	



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		Desk e. 1 - set Sink and Counters with Min. of 9 convenience outlets. f. Strategic placement of Convenience outlets inside the room for Misc. use	
19. PCR Amplification Area	Area = 14.00sqm	a. Inclusion of 3 - PCR Machines with designated outlet b. 1 - set Counters with Min. of 9 convenience outlets. c. Adjacent to Clean Room	
20. Chemistry Room	Area = 35.00sqm	a. 1.5mx2.0m width Masonry Table with Granite Countertop. Min. of 6 convenience outlets. Laboratory Sink. Flask Shelves b. Min. of 2 Laboratory Stools c. Enclosed Instrument Room with designated	



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		<p>outlet (glass partition for visibility)</p> <p>d. Strategic placement of Convenience outlets inside the room for Misc. use</p> <p>e. Glass door Entrance (for visibility) with a minimum width of 1.2m</p> <p>f. Direct access to the Instrument Room</p> <p>g. 1 - set Counters with Min. of 9 convenience outlets.</p> <p>h. 1 - set Sink and Counters with Min. of 9 convenience outlets.</p> <p>i. Inclusion of 1 - Laboratory Fume hood with designated outlet</p> <p>j. Designated emergency Eye Wash Area</p>	
21. Laboratory Common Areas	No designated size requirement	<p>a. Hallways with minimum width of 1.5m</p> <p>b. Must have a Storage Room</p>	




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		<ul style="list-style-type: none"> c. Must have a Decontamination Area d. Must have a Disposal Room e. Eye wash on high-risk areas f. Provision of 1 – emergency exit aside from main access 	
22. Multi-purpose Room	No designated size requirement	<ul style="list-style-type: none"> a. Can cater at least 25 people at the same time b. With separate Male and Female Wash Room 	

Necessary inclusions:

1. All areas must have a minimum of 1-HD CCTV installed for every 20sqm of floor area. With the exclusion of the Bay Areas having full video coverage for entry and exit of goods from the Container.
2. Public Announcer speakers for all areas accessible by employees
3. Adjacent Genset and EE Room
4. Area for Refrigeration Units
5. All offices and lounges are provided with Air-conditioning system
6. Provision of Louvers and necessary precautions for equipment rooms
7. Adequate lighting for interior and exterior security
8. All electrical and mechanical consideration with regards to required temperatures
9. Inclusion of communications system including internet, landline and etc.
10. Necessary Fire Protection system for temperature controlled and biosafety areas
11. Necessary sewage system with consideration to Laboratory Biosafety requirements
12. Provision of Septic Tank, Fire and Domestic Tanks and accessories



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13. Laboratory Water Sterilization System
14. Adequate Water supply system without pressure fluctuations
15. Misc. bollards and Truck stopping accessories
16. Misc. Building Signages and Façade Logos
17. Placement of Natural Lighting for electric consumption efficiency
18. All other works not mentioned herein but indicated in the drawings

II. CONSTRUCTION PHASE

STRUCTURAL WORKS

- A. Reinforcing bars for concrete exposed to weather shall be protected with at least 75mm clear distance and in no case less 40mm concrete. This condition may be waived when adequate waterproofing is provided.
- B. Reinforcing bars shall be deformed conforming to ASTM A615 billet steel as follows:
 - i. 16mmØ bars and larger shall be high grade with minimum $F_y = 414\text{MPa}$ (GR. 60).
 - ii. 12mmØ bars and smaller shall be intermediate grade with minimum $F_y = 276\text{MPa}$ (GR. 40).

if bending and welding are important, deformed bar shall conform to ASTM A706 low alloy grade 414 steel bar.
- C. All concrete works shall be done in accordance ACI-318-95 building code for reinforced concrete and all structural steel works shall be done in accordance with the AISC specifications as it does not conflict with the national structural code of the Philippines (NSCP – 1) requirements.
- D. Slab on fill must not be placed unless fill has been properly compacted clean coarse sand best except driveways where it shall be 150mm. Backfill of all excavated areas and the preparation of sub-base shall be well compacted at least 95% of the standard proctor density before well compacted clean coarse sand are laid.
- E. The contractor shall coordinate with the AR, ME, SE, and EE plans as to the exact sizes and location of the holes thru floors slab and walls.
- F. Concrete Mixes & Placing
 - **Unless otherwise indicated in plans** or noted in the structural specification, the minimum 28 days compressive cylinder strength shall be as follows:
 1. Suspended slabs, beams, and girders = 28MPa (4000PSI)
 2. Columns and pedestal = 28MPa (4000PSI)



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3. Retaining walls - 28MPa (4000PSI)
4. Footing Tie beams - 28MPa (4000PSI)
5. Parapet walls and Gutter - 28MPa (4000PSI)
6. Other Structural Elements - 28MPa (4000PSI)
7. Slab on grade, Curtain walls - 21MPa (3000PSI)
8. Bedded slab, Sidewalks - 21MPa (3000PSI)
9. Non-Structural Elements - 21MPa (3000PSI)

- Concrete shall be deposited in its final position without segregation, re-handling or flowing. Placing shall be done properly with buggies, bucket, or wheel - borrows, no chutes shall exceed six (6) meter aggregate length.
- No depositing of concrete shall be allowed without the use of vibrators unless authorized by the Architect/Engineer in charge of CEFA.

G. Concrete Slabs

- All reinforcement shall be provided with 20mm clear concrete cover except for slab on grade where reinforcement should be placed at the center of the slab thickness.
- Unless otherwise detailed in continuous slabs having same reinforcement running in one direction, reinforcing bars shall be bent up or extended.
- For two-way slabs, bars along the shorter span shall be placed below the longer span bars at center and above of the longer span bars at the supports. The spacing of bars at the column strip shall be 1.5 times the spacing in the middle strip but in any case, greater than 2.5 the slab thickness or 450mm.
- Temperature bars of suspended slab shall be placed above the main reinforcement at midspan and shall be below the main reinforcement at the supports.

SCHEDULE OF TEMPERATURE BARS	
THICKNESS	MINIMUM TEMP. BARS
100mm	10mmØ @ 400mm O.C.
125mm	10mmØ @ 300mm O.C.
150mm	10mmØ @ 200mm O.C.

- Unless otherwise noted, all bends shall be reinforced with 100mmØ at 0.25 MOC EW at center of slab. Slab construction joints shall not be more than



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3.0m.

- Whenever required, drop slab shall be additionally reinforced.
- Extra reinforcements shall be provided at corner slab.
- Unless noted in the plan, all openings shall be reinforced all around by 2-16mmØ bar at the top and bottom of the slab.

H. Concrete Beam and Girders

- Unless otherwise noted in the specification, camber all beams and girders at least 6mm for every 4.5mm of span except cantilevers for which cambers shall be noted in the plans or as ordered by the Architect/Engineers in charge of CEFA but in case less than 20mm for every 3m of span.
- Typical bar bending and cutting details for intermediate beams and girders are shown in approved drawings. Main reinforcing bars shall have a standard hook of 90-degree bend plus 12 times the diameter of the bar extension at its free end.
- If beam reinforcement end in a wall, the clear distance from the bar to the farthest face of the wall shall not be less than 50mm.
- If there are two or more layers of reinforcing bar, use separators of size equal to the bar diameter but not less than 25mm spaced at 900mm on centers. In no case shall be less than two separators between layers of bars.
- When Beam crosses a girder, rest beam bars on top of the girder bars. Reinforcing bars shall be symmetrical about the centerline whenever possible. Upper bars shall be placed directly above those bars in the bottom layers.
- No splices shall be permitted on beams where critical bending occurs. Length of lap splice where permitted shall be shown in the approved drawings, not more than 50% of the bars at any one section shall be allowed to splice therein. A typical welded splice detail is shown in the approved drawing.
- For all beams, always fit the reinforcement in one layer whenever possible. Whenever beams are supporting a planted column, bottom bar at midspan of the beam shall continue up to the supports.
- For girders, hoops shall be used within the distance twice of the girder depth. Beyond it, stirrups with seismic hooks may be used within the spliced length. 10mmØ hoops shall be provided at 0.10M O.C.
- Individual bars within a bundle shall terminate at different points with at least 40 times the bar diameter stagger.


I. Concrete Column

- Beam-column joints shall be provided by a hoop at 0.1M O.C, the number of




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sets for such hoops shall be the same in the confined region as scheduled.


- Where column changes in sized, vertical reinforcement shall be offset at a slope of not more than 1:6 and extra 10mm ϕ hoops at 0.10M O.C. shall be provided throughout than offset region.
- Splice shall be allowed only within the center half of the clear column height. Splice length shall be provided with a hoop spaced at 0.10M O.C. Splice length shall be considered as tension splice as presented in approved drawings.
- Column ties and spiral shall be provided with minimum clear concrete cover of 40mm. Vertical bars shall have a clear distance of 1.5 times bar diameter or 40mm whichever is larger.
- Confined region shall be equal to the larger of the following:
 - i. 0.450MM
 - ii. Bigger Column Dimension
 - iii. (Clear Column Height)/16

J. Structural Steel

- All materials and workmanship shall conform to the latest edition of American Institute of steel construction manual unless otherwise shown or noted.
- All structural steel including that of gusset plates shall be ASTM A36 Steel with yield strength of $F_y = 248\text{MPa}$.
- All bolts and threaded fasteners shall be ASTM A325.
- All welds shall be E70XX electrode and shall develop at least 100% of the strength of the connected members.
- The contractors shall submit to the structural engineer the shop/fabrication drawings for approval before any works shall commence.
- All double angle structural members must be provided with filler plates at 0.30M O.C. maximum spacing.
- All exposed structural steel members shall have at least two coats of red lead zinc chromate primer paint.
- All trusses, beams, and Girders, must be provided with a camber at the rate of 3mm for every 3.0m of clear span in a parabolic layout.

K. Foundations

- All footing where designed based on the allowable soil bearing capacity of 150KPA. The contractor shall report in writing to the designer the actual condition at the level of footing and confirm the actual soil bearing capacity



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before depositing concrete.

- No footing shall rest on uncompact fill nor loose soil. All footings should rest at least 1.0 below the ground. The minimum concrete protection for reinforcement shall be 75mm clear.
- All column reinforcement shall rest above the bottom reinforcements of the footing with 90-degree bend plus 12 times bar diameter extension at the free end but not less than 300mm. Hoops in the column shall continue below the top of the footing at 0.10M O.C.

L. CHB Walls

- All CHB Walls have a minimum compressive strength of 450PSI and shall be reinforced as presented in Table 3.
- Minimum lap length of splice shall be 250mm.
- Provide right angled reinforcement at corners, 900mm long.
- Provide beams blocks at every 10th layer of CHB and a post at every 3.0m.
- Where CHB walls adjoin columns, RC beams, and RC walls, Dowel with the same size as the vertical or horizontal reinforcements shall be provided.

SCHEDULE OF CHB REQUIREMENTS

BLOCK THICKNESS	HORIZONTAL REINFORCEMENTS	VERTICAL REINFORCEMENTS
100mm	10mmØ @ 600mm O.C.	10mmØ @ 600mm O.C.
125mm	10mmØ @ 600mm O.C.	10mmØ @ 600mm O.C.
150mm	10mmØ @ 400mm O.C.	10mmØ @ 400mm O.C.
200mm	10mmØ @ 400mm O.C.	10mmØ @ 400mm O.C.

ELECTRICAL WORKS

- All electrical works herein shall be done in accordance with these plans and specifications, the applicable provisions of the latest edition of the Philippine Electrical Code, the rules and regulations of the local enforcing authority and the requirements of the local power and telephone companies.
The electrical works shall be under immediate supervision of a duly licensed Electrical Engineer.



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- Power service to the building shall be 230 volts, 3-phase 60HZ, AC power source, 3-wire + 1-ground.
- All electrical wiring installation such as lighting, power, fire alarm & CCTV system to be used shall be Galvanized Iron pipe. "Schedule 40"
- Unless otherwise specified, the minimum size of wire shall be 3.5mm TW/THHN2 and conduit shall be 20mmø electrical trade size.
- All wire shall be copper and thermoplastic insulated type "THHN/THWN" unless otherwise indicated in the plans and shall be manufactured by Highest Quality Brand or any approved equal.
- All outlet boxes shall be galvanized gauge no. 16, deep type with factory knockouts. Cover all junction boxes (no exposed wire)
- Panelboards shall be of dead-front type construction with adequate wire space, surface mounted, finished in industrial grey enamel over a coat or rust inhibitor. Minimum thickness shall be 1.4mm (GA 16) Circuit breakers shall be quick-make, quick break, trip-free on overload and short-circuit edition, bolt-on type. All circuit breakers and panelboard shall be "G.E or square-D".
- All wiring devices shall be "National" or approved equal.
- All materials to be used shall be brand new and must be approved type for the particular location and purpose intended.
- Provide grounding system to all lighting and power circuit as per Philippine Electrical Code requirement.
- Mounting heights are: (Subject to Architect's approval)

A. Light Switches	--- 1.20M above floor finish
B. Convenience Outlets	--- 0.30M above floor finish
C. Telephone Outlets	--- 0.30M above floor finish
D. Panelboard	--- 1.40M above floor finish
E. Emergency Light	--- 0.30M below ceiling line
F. Data Outlet	--- 0.30M below ceiling line
- Pull boxes shall be used when applicable for easy pulling of wires and shall be according to code requirement. All fluorescent ballast shall be high power factor, rapid start, spring loaded lamp holder and enclosed in metallic box.
- Provide flexible metal conduit and sufficient mica tube from junction boxes to lighting fixtures.
- Upon completion of Electrical construction work, the following test shall be performed by the contractor inclusive of the installation to be reported in details and in forms approved by the owner's representative:

A. Insulation Resistance Test
B. Ground Resistance Test
C. Operational Test



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MECHANICAL WORKS

- All equipment shall be installed in approximate location as shown on the drawings.
- All equipment shall be provided with adequate Electrical Supply as recommended by the Electrical Designer
- All equipment shall set on level reinforced concrete foundation at least 150mm. Higher than the floor line, if applicable.
- All equipment shall be mounted on or supported with vibration isolation units or assemblies as specified and or shown on the drawings.
- Installation of all works shall be done in a neat and workmanlike manner. Improperly set work or finish as determined by the architect shall be removed and replaced at extra cost.
- All materials to be used shall be brand new and clean.
- Deviations and revisions from plans shall be referred to the architect for review and approval.
- All necessary government permit shall be secured and paid for by the contractor.
- All dimension is in millimeter unless otherwise specified.
- All mechanical works shall be in accordance with the latest Mechanical Engineers code ASVE and ASHRAE standard.
- Mechanical contractor shall observe always safety and orderliness.
- Mechanical contractor shall verify site prior to actual installation.

METAL WORKS


- All handrails using stainless steel 304 materials to prevent rust and corrosion.
- All steel decks shall be welded to the beam reinforcement bars before concrete pouring.
- All fire exits will be welded following the standard procedure and specifications using angle bars and flat bars.

ARCHITECTURAL WORKS


- All interior ceiling must use moisture and rust resistant materials including but not limited to Metal linear ceiling, Ceiling joist and framings using metal framings resistant to moisture corrosion and rust.
- Windows and window frame shall conform size, design and kinds of materials shown in the details of windows, schedule of windows or as per the bill of materials.
- The materials for the floor finishes shall be plain plastered cement finish for the provision of floor tiles unless otherwise requires special treatment.
- The toilet and bathroom shall be finished unglazed. The walls of the toilet and



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bathrooms shall be with 600mm x 600mm ceramic tiles and for the floor tiles is 600mm x 600mm ceramic tiles.


- The material for partition walls especially on areas with controlled temperature must be moisture, low temperature and rust resistant preferably Sandwich Panels with insulation and thickness to be determined by the approved design.
- All painting works for this project, except as hereinafter specified, shall be done with the use of adequate paint. Skim coat application for all the masonry finishes before the final coat applications.

PLUMBING WORKS

- All plumbing works included herein shall be executed according to the provision of the Philippine Plumbing code the national building code & the rules & regulations of the city or municipality where the project will be built.
- Coordinate the drawing with other related drawings and specification the engineer shall be notified immediately of any discrepancy found therein.
- All pipes shall be installed as indicated on plans, any relocations required for proper execution of other trade shall be with prior approval of the architect or engineer.
- Proposed sanitary utilities shall conform to the actual location, depth and **invert elevation** of all existing pipes and structure as verified by the contractor.
- Refer to architectural plans for area drain, catch basin, floor drains and clean out location.
- All water supply inside the Laboratory Area shall have a water purification system that shall pass drinkable water Potability and Palatability Tests.
- All slopes for horizontal drainage shall maintain 2% unless otherwise specified.
- Size of water supply pipes to fixtures shall be in accordance with the manufacturer's instructions.
- The contractor shall verify all existing utilities at site, coordinate the works with the line service connecting point unless otherwise specified.
- All pipe sizes and dimensions are in millimeters unless otherwise specified.
- All hangers shall not be anchored at purlins, unless otherwise approved by the structural engineer.

MATERIAL SPECIFICATIONS

- Water lines- riser, down feed, main distribution and tapping water lines shall be



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galvanized iron pipe (G.I.) schedule 40 or polypropylene random copolymer (PPRC) pipe, PN-20, standard conforming to DIN-8077-8078, German brand or approved equal fittings shall be fusion type.

- Roughing-ins of water lines shall be galvanized iron pipe (G.I.) schedule 40 or polypropylene random copolymer (PPRC) pipe, PN-20, standard conforming to DIN-8077-8078, German brand or approved equal fittings shall be fusion type.
- Sewer pipes- shall be polyvinyl chloride (PVC) pipe, series 1000, Highest Quality brand or approved equal.
- Waste pipes- shall be polyvinyl chloride (PVC) pipe, series 1000, Highest Quality brand or approved equal.
- ACU/AHU/FCU Waste pipe- shall be polyvinyl chloride (PVC) pipes, series 1000, German brand or approved equal and shall be provided with thick close cell elastomeric thermal insulation Highest Quality brand or approved equal and installed as per manufacturers recommendation.
- Vent pipes- shall be polyvinyl chloride (PVC) pipes, series 1000, Highest Quality brand or approved equal.
- Downspouts- shall be polyvinyl chloride (PVC) pipe, series 1000, Highest Quality brand or approved equal.
- Storm drainage lines- for inside building shall be polyvinyl chloride (PVC) pipes, series 1000, Highest Quality brand or approved equal and reinforced concrete drain pipe for outside building.
- Underdrains/ perimeter drain pipes- shall be polyvinyl chloride (PVC) pipes, series 1000 Highest Quality brand or approved equal.
- Gate valves- 50 mmΦ and smaller, rising stem, all bronze, female threaded, minimum of 125 PSIG working pressure, similar to Highest Quality brand or approved equal 65 mmΦ and larger, shall be rising outside screw and yoke

POTABLE WATER LINES		SANITARY DRAINAGE AND VENT LINES	
EQUIVALENT PIPE DIAMETER		EQUIVALENT PIPE DIAMETER	
NOMINAL PIPE DIAMETER (mm)	POLYPROPYLENE RANDOM (PPR) PIPE PN20 (mm)	NOMINAL PIPE DIAMETER	SOIL AND VENT PIPING POLYVINYL CHLORIDE (PVC) PIPE - SERIES 1000 (mm)
15	25	50	63
20	32	75	90

25	40	100	110
32	50	150	160
40	63	200	200
50	75	250	250
65	90	300	
75	110	375	
MAXIMUM SPACING OF PIPE SUPPORT		MAXIMUM SPACING OF PIPE SUPPORT	
PIPE DIAMETER (mm)	POLYPROPYLENE RANDOM (PPR) PIPE (mm)	PIPE DIAMETER (mm)	POLYVINYL CHLORIDE (PVC) PIPE (mm)
25	75	63	75
32	75	90	1
40	75	110	1
50	1	160	1.25
63	1	200	1.25
75	1	250	1.5
90	1.25	300	1.5
110	1.25	375	1.75
STORM DRAINAGE LINES			
NOMINAL PIPE DIAMETER (mm)	POLYVINYL CHLORIDE (PVC) PIPE – SERIES 1000 (mm)	HIGH DENSITY POLYETHYLENE (HDPE) PIPE – PE 80/PN6 (mm)	
50	63		
75	90		
100	110		



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150	160	
200	200	
250	250	
300	315	
350		400
400		450
450		500
MAXIMUM SPACING OF PIPE SUPPORT		
NOMINAL PIPE DIAMETER (mm)	POLYVINYL CHLORIDE (PVC) PIPE (mm)	HIGH DENSITY POLYETHYLENE (HDPE) (mm)
50	63	
75	90	
100	110	
150	160	
200	200	
250	250	
300	315	
350		400
400		450
450		500


ELECTRONICS AND COMMUNICATIONS WORKS

- Public address system has been strategically designed that all staff will able to




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CERTIFICATION

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take attention by the connections of speakers on all designated areas;

- WAN/LAN will be installed on the selected areas.
- HD-CCTV provision on all specified areas on the issued layout by the CEFA Team
 - Must cover all the areas that involves unloading, sample extraction and examination thoroughly
 - Minimum of 2 views per enclosed room
 - Additional views for areas with high traffic and activity
- Must include internet router locations and installation

ROOF SYSTEM

- All roof framings materials using a welded C – Purlins and Angle bars specified on the detailed drawings for girt and trusses.
- Roofing using the long span, rib type with stainless-banded materials like main gutter and ridge roll.
- All Metal Gauges shall be conformant to international standards as required by using proper Dead, Live and Wind Loads to be designed by the Structural Engineer

II. SELECTION OF CONTRACTOR

The procurement and implementation of the project shall be in accordance with the provisions of RA 9184. Bidding process shall be conducted by the Bids and Awards Committee (BAC) to be assisted by the TWG. The Project Manager of the CEFA Project shall create the Design and Build Committee (DBC) to be composed of highly technical personnel in the field of architecture and engineering/construction. The DBC and TWG shall prepare the design brief and performance specifications and parameters, review the detailed engineering design, and assist the BAC in the evaluation of technical and financial proposals in accordance with the criteria set.


ELIGIBILITY REQUIREMENTS

The eligibility requirements for infrastructure projects shall comply with the applicable provisions of Section 23-24 of the IRR of RA 9184.

a) Eligibility Documents

Class "A" Documents

- i. PhilGEPS Registration
- ii. Registration from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;
- iii. Mayor's permit issued by the city or municipality where the principal of



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- business of the prospective bidders is located;
- iv. Statement of all its on-going and completed government and private contracts within ten (10) years from the submission of bids:
 - a. CPES rating or
 - b. Certificate of Completion
 - v. PCAB licenses and registration for the type and cost of the contract for this project (Medium A – License Category B) and contractor's registration certificate from DPWH;
 - vi. Audited financial statement, stamped "received" by the BIR for the preceding calendar year;
 - vii. NFCC computation or CLC;
 - viii. Tax clearance

Class "B" Documents


a) Joint venture agreement, if applicable

b) Technical Documents


- i. Bid Security (in any form)
- ii. Project Requirements
 - 1. Preliminary Conceptual Designs in accordance with the degree of details specified by the procuring entity
 - 2. Design and Construction Method
 - 3. Value engineering analysis of construction method. Prospective bidders shall prepare a value engineering analysis report of their proposed construction method to be applied for the PROJECT. Importance shall be made on the following criteria:
 - Cost-saving, measured on a per square meter average figure
 - Time-saving in construction duration, measured using the HOPE approved PERT/CPM of the project.
 - 4. Organizational Chart
 - 5. List of Contractor's Personnel with complete qualification and experience data
 - 6. List of Contractor's Equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project.
 - 7. Manpower Schedule
 - 8. Equipment Utilization Schedule
 - 9. Bar Chart and S-curve
 - 10. Construction Safety and Health Program



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11. PERT-CPM

12. Proof of Experience in Constructing Cold Storage Warehouse

iii. Omnibus Sworn Statement

c) Financial Component

Financial Bid Form

- i. Bill of Quantities
- ii. Detailed Cost of Estimates
- iii. Summary Sheet indicating the unit prices of materials, labor rates and equipment rental.
- iv. Payment schedule

d) Additional Requirements

Authorized Representative must present:


- i. Authorization Letter/Special power of Attorney
- ii. Letter of Intent

Note: Non-compliance of the additional requirements shall not be subjected for the failure or disqualification of the Prospective bidder. These requirements are for the compliance for the statutory and regulatory documents.

A. Eligibility Criteria



- a) The eligibility of contractors shall be based on the legal, technical and financial requirements above-mentioned. In the technical requirements, the contractor (as solo or in joint venture/consortia) should be able to comply with the experience requirements under the IRR of RA 9184, where one of the parties (in a joint venture/consortia) should have at least one similar project in construction, specifically a Cold Storage Warehouse with at least 50% of the cost of the Approved Budget for the Contract (ABC).
- b) If the bidder has no experience in construction projects on its own, it may enter into subcontracting, partnerships or joint venture with engineering firms for the portion of the contract.

III. CONSTRUCTION PERSONNEL



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The key professionals and the respective qualifications of the CONSTRUCTION PERSONNEL shall be as follows:

A. Project Manager

The Project Manager shall be a licensed architect or engineer with at least five (5) years relevant experience on similar and comparable projects in different locations. The Project Manager should have a proven record of managerial capability through the directing/managing of major civil engineering works, including projects of a similar magnitude.

B. Project Engineer / Architect

The Project Engineer/Architect shall be a licensed architect or engineer with at least five (5) years of experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

C. Materials Engineer

The Materials Engineer must be duly accredited with at least five (5) years of experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

D. Electrical Engineer

The Materials Engineer must be duly accredited with at least five (5) years of experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.


E. Electronics Engineer

The Electronics Engineer must be a registered Professional Electronics Engineer with at least five (5) years of experience in the related field knowledgeable in communication systems (specifically structured and local area network cabling, PABX), building management systems.

F. Mechanical Engineer


The Mechanical Engineer must be duly-licensed with at least five (5) year of experience in similar and comparable projects in the installation of HVAC and fire protection.

G. Sanitary Engineer




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The Sanitary Engineer must be duly-licensed with at least five (5) years of experience in similar and comparable projects in the installation of building water supply and distribution plumbing.

H. Foreman

The Foreman must have at least five (5) years of experience in similar and comparable projects and shall preferably be knowledgeable in the application of Green Building technologies.

I. Safety Officer

The safety officer must be an accredited safety practitioner by the Department of Labor and Employment (DOLE) and has undergone the prescribed 40- hour Construction Safety and Health Training (COSH).

The above key personnel listed are required. The CONTRACTOR may, as needed and at its own expense, add additional professionals and/or support personnel for the optimal performance of all Construction Services, as stipulated in these Terms of Reference, for the PROJECT. Prospective bidders shall attach each individual's resume and PRC license of the (professional) staff, proof of qualifications, and relate documents as necessary. For multiple projects to be bid in CEFA, the CONTRACTOR must have different key personnel for every project to be bid.


IV. SCOPE OF WORKS AND PROJECT IMPLEMENTATION

A. Pre - Construction and Design Phase

- a) Develop all necessary Designs included on the Terms of Reference for approval of the CEFA PMO
- b) Secures all necessary building permits, certificates and compliances needed prior to construction. All incidental fees shall be included in the cost estimate of the building.
- c) Prepares of the PERT-CPM of the construction phase.
- d) Provides all other necessary documents that shall be required

B. Construction Phase

- a) Implements all works indicated in the approved construction drawings and



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documents. All revisions and deviation from the approved plans, especially if it shall impact the overall cost of the project, shall be subject for approval.

- b) Constructs the buildings and other necessary structures, complete with utilities and finishes, resulting in operable and usable structures.
- c) Provides protection or relocation of existing trees indigenous to the area, and proper removal and replacement of all introduced trees and vegetation affected by the construction.
- d) Layouts piping, conduits, manholes, boxes and other lines for utilities including tapping to existing utility lines. Facilitate the connection of all utilities (power, water, sewer, structured cabling and telephone) with their corresponding utility companies. All application fees shall be included in the project cost.
- e) Installs fire protection systems and fixtures, fire extinguishers, emergency lights and lighted fire exit signs as required by applicable laws.
- f) Coordinates with the D&B Committee regarding scheduling of delivery and installation of all owner-furnished materials and equipment during construction.
- g) Conducts all necessary tests (to be required by D&B Committee) and issue reports of results.
- h) Rectifies punch-listing works to be inspected and issued by the D&B Committee and/or the End-user.
- i) Complies with the DOLE-OSH requirements and submit periodic reports concerning occupational safety and health.
- j) Provides all other necessary documents that shall be required by the D&B Committee.

C. Post Construction Phase

- a) Prepares of as-built plans
- b) Turn-overs of all manuals, certificates and warranties of installed items.
- c) Secures building certificate of occupancy and fire safety inspection certificate

D. Variation Orders

Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the contractor's cost. If the Contractor wishes to modify any design or document which has been previously submitted, reviewed and approved, the contractor shall notify the procuring entity within a reasonable



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period of time and shall shoulder the cost of such changes.

- a. As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders:
 - i. Change Orders resulting from design errors, omissions or non-conformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the procuring entity.
 - ii. Provided that the contractor suffers delay and/or incurs costs due to changes or errors in the procuring entity's performance specifications and parameters, he shall be entitled to either one of the following:
 - a) an extension of time for any such delays under Section 10 of Annex "E"; or 16
 - b) Payment for such costs as specified in the contract documents, provided, that the cumulative amount of the variation order does not exceed ten percent (10%) of the original contract.

E. DEFECTS AND LIABILITY

- a) All design and build projects shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice, however, to the liabilities imposed upon the engineer/architect who drew up the plans and specification for a building sanctioned under Section 1723 of the New Civil Code of the Philippines.
- b) The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty periods specified in Section 62.23.217 of the IRR.

V. OVERALL PROJECT TIME SCHEDULE



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The CONTRACTOR shall propose the most reasonable time schedule for the completion of the project. It is expected that this period will not exceed One Hundred Eighty (180) calendar days for the **Design and Construction Phase**.

VI. THE IMPLEMENTING AGENCY'S GENERAL RESPONSIBILITY

The implementing agency for the project is the CEFA PMO with final approval for all decisions and actions from the DA Secretary through the Build and Design Committee. The D&B Committee shall:

- a) Prepare the design brief for the project in accordance with CEFA Systems' policies, existing codes, traditions, standards, and the conditions and design criteria enumerated in the Terms of Reference.
- b) Coordinate with CONTRACTOR, and the PMO of CEFA with regards to implementation of the project.
- c) Assist in the coordination of the CONTRACTOR with various utility agencies during implementation phases of the project.
- d) Conduct regular coordination meetings between the CONTRACTOR and CEFA to facilitate the implementation of the project.


VII. THE CONTRACTOR'S GENERAL RESPONSIBILITY

- a) The CONTRACTOR shall certify that he has, at his own expense, inspected and examined the proposed project site, its surroundings and existing infrastructure and facilities related to the execution of the work and has obtained all the pieces of information that are considered necessary for the proper execution of the work covered under these Terms of Reference.
- b) CONTRACTOR shall ensure that all works at the stages of construction, restoration of affected areas, and testing and commissioning shall be carried out efficiently and effectively. 17
- c) The CONTRACTOR shall provide the CEFA Team with complete reports such as technical analysis, maps and details regarding the existing conditions and proposed improvements within the site.
- d) The CONTRACTOR shall consider the calendar and critical dates and occasions within the site premises, in order to align his work schedule with the calendar of the agency avoid unnecessary disruption of business activities due to construction activities such as closure of water and power supply and mis-usage of the existing roads.




The responsibility is shared
between the client and the contractor

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- e) The CONTRACTOR shall inform the CEFA Team of critical events during construction, especially when such events can potentially disrupt operations.
- f) The CONTRACTOR shall be PCAB accredited and shall have a Construction Safety and Health Program approved by DOLE.
- g) The CONTRACTOR will be held accountable for accidents that might occur during the execution of the project. The CONTRACTOR is required to install warning signs and barriers for the safety of the general public and the avoidance of any accidents and provide appropriate and approved type personal protective equipment for their construction personnel.
- h) The CONTRACTOR shall be professionally liable for the as-built plan and shall submit a signed and sealed copy of the approved documents to form part of the Contract Documents.
- i) Only the plans approved by the Head of Procuring Entity (HOPE) shall be signed and sealed by the CONTRACTOR, and thereafter shall be the plans used for construction.
- j) All works designed and constructed should be guaranteed to seamlessly fit into the overall system general design standards of the CEFA System.

VIII. PROJECTED SUBMITTALS DURING THE PROJECT

The following submittals and accomplished documents shall be duly completed and turned - over by the CONTRACTOR for the project:

- A. FOR THE DESIGN PHASE (7-copies each)**
 - a) Approved Shop drawings (hard copy and soft copy)
 - b) All other necessary documents to be required by B&D Committee
- B. FOR THE CONSTRUCTION PHASE (7-copies each)**
 - a) Shop drawings (hard copy and soft copy)
 - b) PERT-CPM
 - c) Project Safety Program and etc.
 - d) Concrete Test results
 - e) Necessary Material Test Results and Certificates
 - f) Guarantees, warranties and other certificates
 - g) Fire and Life Safety Assessment Report 2 and 3 (FALAR 2 and 3)
- C. FOR THE POST-CONSTRUCTION PHASE (7-copies each)**
 - a) As-built plans (hard copy and soft copy)



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- b) Certificate of Occupancy
- c) Fire Safety Inspection Certificate (if applicable)
- d) All other necessary documents to be required by B&D Committee

IX. CODES AND STANDARDS

The project shall be designed, engineered, installed, tested, commissioned and handed over in conformity with the Building and Design Standards of the CEFA System and with the latest editions of the National Building Code of the Philippines, the National Structural Code of the Philippines, the Philippine Electrical Code, Philippine Mechanical Code, the National Plumbing Code of the Philippines, National Fire Code of the Philippines and other relevant codes and standards.

X. INSTALLATION AND WORKMANSHIP


Personnel of the CONTRACTOR should be specialists highly skilled in their respective trades, performing all labor according to first-class standards. A full time Project Engineer/Architect and Construction Safety Engineer shall be assigned by the CONTRACTOR at the job site during the construction of the project.

All work to be subcontracted shall be declared by the CONTRACTOR and shall be approved by the CEFA PMO and its respective technical offices. However, subcontracting of any portion shall not relieve the contractor from any liability or obligation that may arise from the contract for this project.


Tapping for utilities such as power supply, water supply and sewage drainage shall be coordinated with their respective utilities/ service provider/ companies, and all works involved, including access to utilities tapping point, excavation, removal of obstructions, concrete breaking, backfilling and restoration of affected areas, shall be coordinated and included in the scope of work and cost of the project.

Any errors, omissions, inconsistencies, inadequacies or failure submitted by the CONTRACTOR that do not comply with the requirements shall be rectified, resubmitted and reviewed at the CONTRACTOR'S cost. If the CONTRACTOR wishes to modify any design or document, reviewed and approved, the CONTRACTOR shall notify the procuring entity within a reasonable period of time and shall shoulder the cost of such changes.

XI. MATERIALS



BATASANG PAMPANAS



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All materials and equipment shall be standard products of manufacturers engaged in the production of such materials and equipment and shall be the manufacturer's latest standard design.


The materials and workmanship supplied shall be of the best grade and constructed and/or installed in a practical and first-class manner. It will be completed in operation, nothing being omitted in the way of labor and materials required and it will be delivered and turned over in good condition, complete and perfect in every respect.

Materials and systems for structured cabling shall be in accordance with standards set by the CEFA System.

All materials shall be in conformance with the latest standards and with inspection and approval from B&D Committee.

XII. MODE OF PAYMENT

- a) The CEFA Team shall pay the winning CONTRACTOR progress payments based on billings for actual works accomplished, as certified by B&D Committee of the CEFA Team. In no case shall progress billing be made more than once every thirty (30) calendar days. Materials or equipment delivered on the site but not completely put in place or used in the project shall not be included for payment.
- b) All progress payment shall be subject to retention of ten percent (10%) based on the amount due to the winning CONTRACTOR prior to any deduction. The total retention money shall be released only upon Final Acceptance of the Project. The winning CONTRACTOR may, however, request for its release prior to Final Acceptance subject to the guidelines set forth in R.A. 9184 and its Implementing Rules and Regulations.
- c) The CONTRACTOR may request in writing which must be submitted to form part of the Contract Documents, for an advanced payment equivalent to fifteen percent (15%) of the total Contract Price. The advance payment shall be made once the CONTRACTOR issues its irrevocable standby letter of credit from a reputable bank acceptable to the BAI/DA System, or GSIS Surety Bond of equivalent value, within fifteen (15) days from the signing of the Contract Agreement to cover said advanced payment.
- d) First Payment/Billing shall have an accomplishment of at least 20% of the construction phase.
- e) The following documents must be submitted to the B&D Committee before



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processing of payments to the CONTRACTOR can be made:

- i. Progress Billing;
- ii. Detailed Statement of Work Accomplished (SWA)
- iii. Request for payment by the CONTRACTOR
- iv. Pictures/photographs during, before and after construction (for all Billings paid)
- v. Pictures/photographs of work accomplished
- vi. Payment of utilities (power and water consumption)
- vii. CONTRACTOR's affidavit (if accomplishment is more than 60%)

Note: The CONTRACTOR can bill CEFA of up to a maximum of 90% accomplishment.

Section VII. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

CEFA PR-SB-2024-083

LOT Number	Description	Unit	Quantity	Total	Delivered, Weeks/Months	End-user
1	DESIGN AND BUILD FOR THE PROPOSED CONSTRUCTION OF SINGLE-STOREY COLD EXAMINATION FACILITY FOR AGRICULTURE (CEFA) WITH MEZZANINE AT DAVAO DEL NORTE	LOT	1	P 150,000,000.00	120 DAYS UPON RECEIPT OF NTP	DIOSAMIA M. SEVILLA, OIC- DIRECTOR

Name and Signature of Bidder

Company Name

Section VIII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials, and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Section IX. Conceptual Design Drawings



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BY: 10/10/2023	08:11:11 AM
PROJECT: 10/10/2023	08:11:11 AM
DESIGNER: 10/10/2023	08:11:11 AM
DATE: 10/10/2023	08:11:11 AM



1 EXTERIOR PERSPECTIVE

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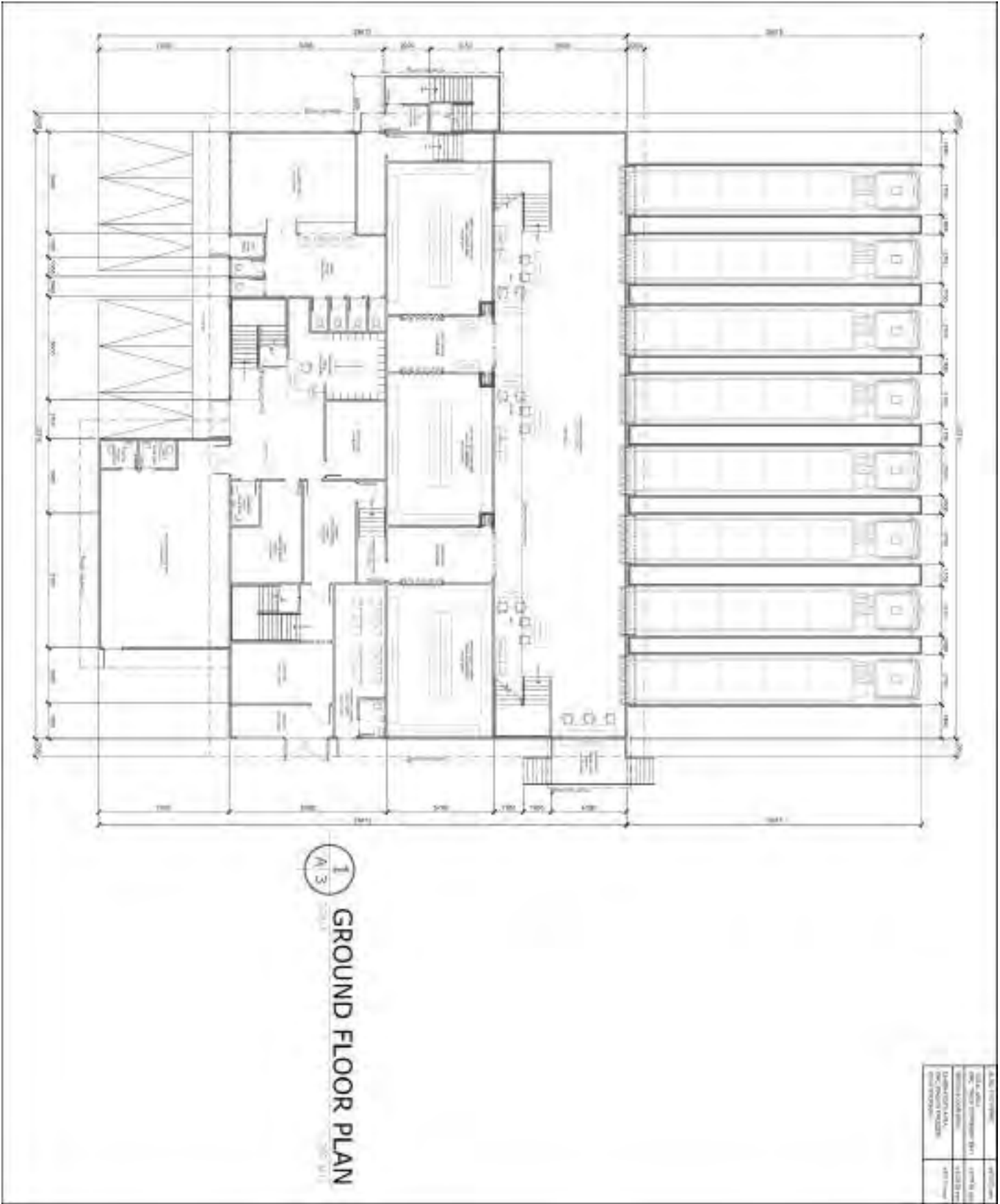


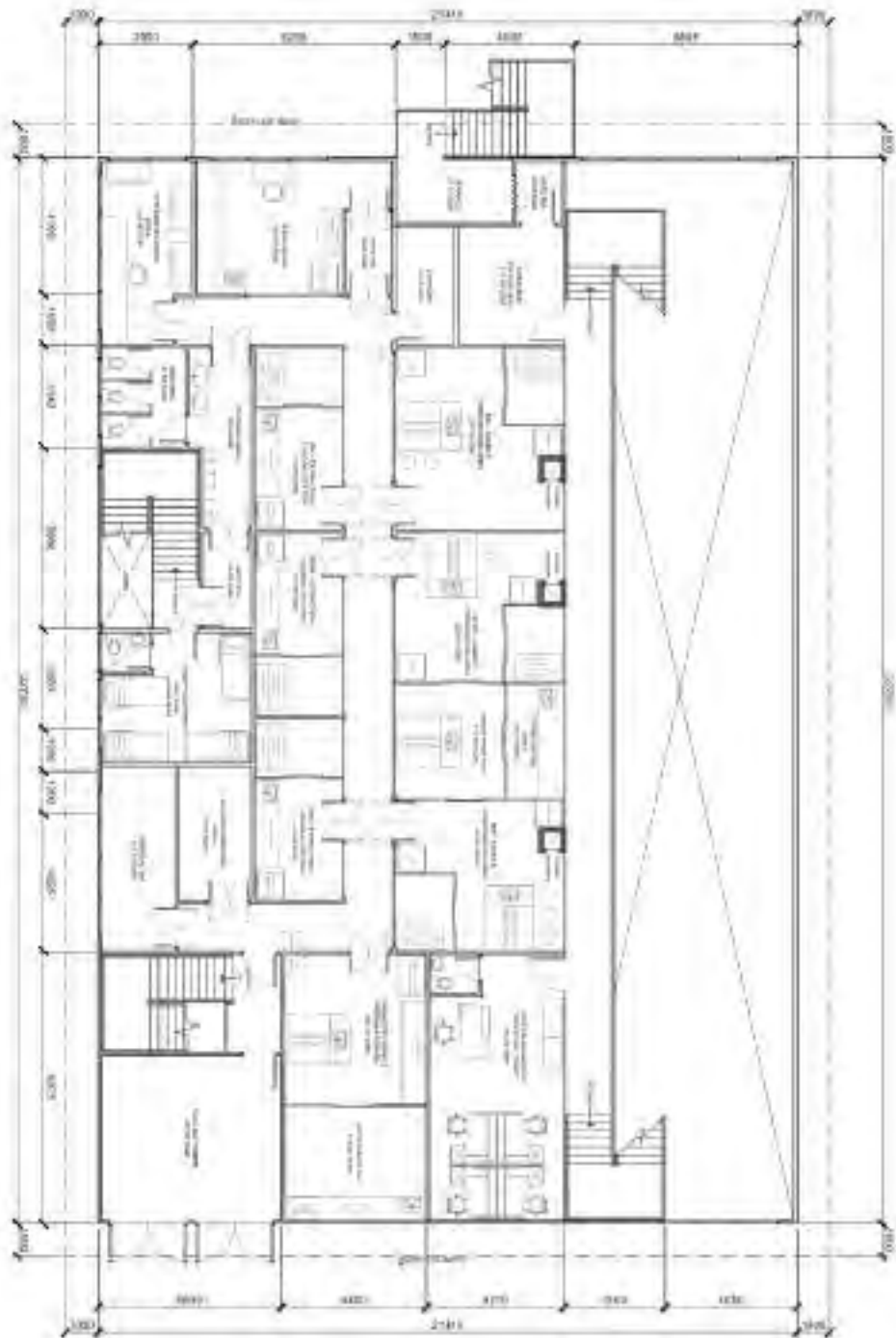
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SITE DEVELOPMENT PLAN



DATE: 12/12/2018	BY: 12/12/2018
DR: 12/12/2018	DR: 12/12/2018
DESIGNER: 12/12/2018	DESIGNER: 12/12/2018
REVIEWER: 12/12/2018	REVIEWER: 12/12/2018
APPROVED: 12/12/2018	APPROVED: 12/12/2018





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MEZZANINE FLOOR PLAN

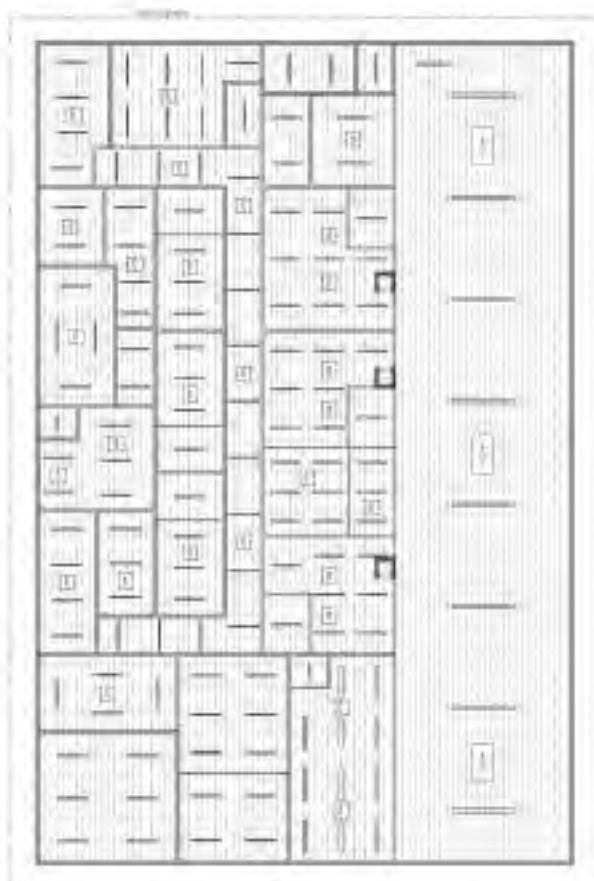
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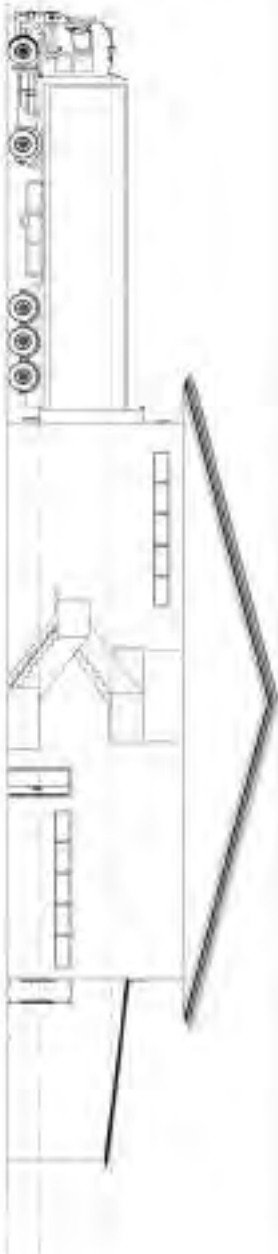
SECOND FLOOR PLAN
REFLECTED CEILING PLAN

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1 A/B LEFT SIDE ELEVATION

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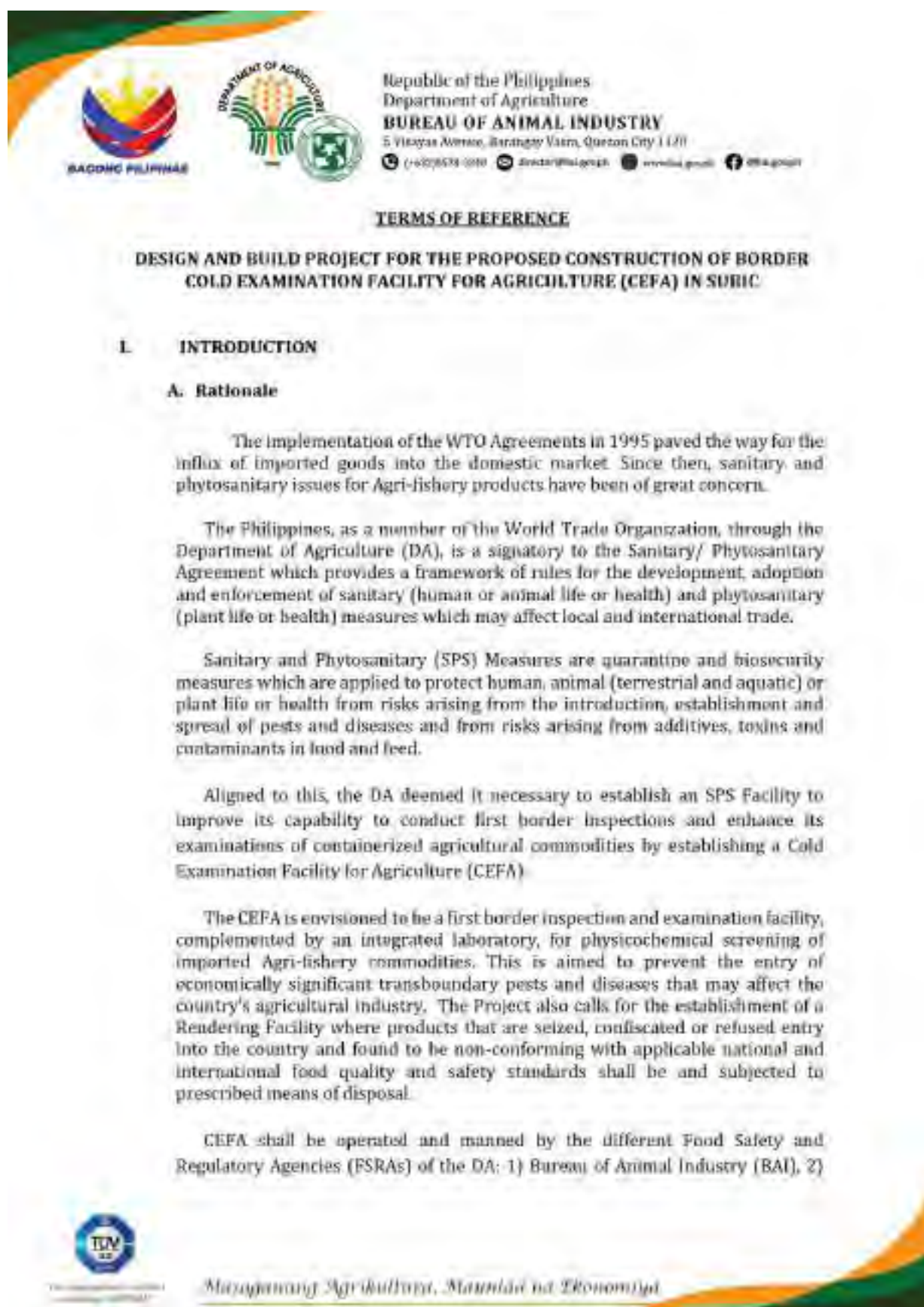
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2 A/B RIGHT SIDE ELEVATION

Section X. Terms of Reference





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Bureau of Plant Industry (BPI), 3) Bureau of Fisheries and Aquatic Resources (BFAR), and 4) NMIS.

B. Legal Basis

The Department of Agriculture (DA) envisions a food-secure and resilient Philippines with empowered and prosperous farmers and fisherfolk.

In 2013, the Philippine Government has enacted Republic Act No. 10611, otherwise known as the Food Safety Act of 2013 and its Implementing Rules and Regulations, which is more extensively titled, "An Act to Strengthen the Food Safety Regulatory System in the Country to Protect Consumer Health and Facilitate Market Access of Local Food and Food Products and for Other Purposes." The Act specifically identified the Department of Agriculture (DA), Department of Health (DOH) and the Department of the Interior and Local Government (DILG) as the responsible national agencies tasked for its implementation.

Section 12 (b) of the said Act states that imported foods shall undergo cargo inspection and clearance procedures by the DA and the DOH at the first Port of Entry to determine compliance with National Regulations. Inspection by the DA and the DOH shall always take place prior to the assessment of the tariff and other charges by the Bureau of Customs (BOC).

In 2020, DA Administrative Circular No.13 was issued, which provides for the establishment of an integrated Cold Examination Facility for Agriculture - CEFA (formerly named, Agricultural Commodity Examination Area - ACEA) with complementary testing laboratory and rendering facility, shall be established to strengthen the country's First Border Inspection Services.

Further, under the RA No. 10845, otherwise known as "Anti-Agricultural Smuggling Act of 2016", the DA is responsible to promote the productivity of the agriculture sector and to protect farmers from unscrupulous traders and importers, who by their illegal importation of agricultural products, especially rice, significantly affect the production, availability of supply and stability of prices, and the food security of the State. However, as previously stated, the intention of the CEFA project is primarily sanitary and phytosanitary in nature, and that the facility's impact on curbing agricultural smuggling should be considered merely as a spillover effect.



The quality of our products is our priority.

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II. OBJECTIVES

The CEFA project aims to strengthen the agricultural quarantine inspection procedures at the first border (port of entry) by implementing a thorough inspection of containerized agricultural commodities based on Risk Assessment Categorization list complemented by the BOC's X-ray detection through the construction of the country's first modern CEFA at the country's largest ports of entry. In addition, the establishment and operation of the CEFA intends to curb smuggling incidences of agricultural commodities, and help ensure safe and quality food chain distribution.

Furthermore, the CEFA will be constructed with the main objective of preventing the smuggling of imported agricultural commodities, thus protecting the local industry by precluding the spread of transboundary and exotic diseases. Specifically, the project aims to:

1. Construct a fully operational Cold Examination Facility in Agriculture;
2. Draft harmonized policies and operational plan of Cold Examination Facility in Agriculture to serve as guideline and assure that the procedures support the project mission and strategy;
3. Conduct a thorough inspection of containerized agricultural commodities based on the BOC's X-ray detection and Risk Assessment Categorization List, particularly those suspected of quarantine violations;
4. Conduct of disposal by rendering or return to the origin of confirmed agricultural commodities with quarantine violations;
5. Conduct spot-checking of agricultural commodities where a 100 % stripping is mandatory based on the BOC's "Alert Order" status and/or the DA's risk assessment of shipments;

The Animal Quarantine (Bureau of Animal Industry), Plant Quarantine (Bureau of Plant Industry), Fishery Quarantine (Bureau of Fisheries and Aquatic Resources), and Meat Inspection (National Meat Inspection Service), the four Food Safety and Regulatory Agencies (FSRAs) of the Department of Agriculture in coordination with the Port Authority, Bureau of Customs (BOC), and Port Operator will be working hand in hand to fully achieve such objective which will redound to the benefit of our local agricultural producers e.g. livestock and poultry raisers, the fisherman, and farmers.

Principal Features of the Project:

The work shall include the Detailed Engineering Design for Architectural, Structural and MEPFS, furnishing of all materials, labor, tools, equipment,



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technical supervision and other services as identified, and performing all the operations necessary for the implementation and completion of the project all in accordance with the requirements of the approved plans and specifications and subject to the terms and conditions of the contract documents.

III. GENERAL SCOPE OF WORKS

The project calls for the preparation of a detailed Architectural & Engineering (A&E) Design for the Construction along with the General Construction of CEFA in Multi-locations. It also includes among others, interior design, landscape design and various pre-design works such as soil testing and investigation.

The CEFA Design and Build Contractor shall provide all Architectural and allied engineering design including initial/final schematic design, interior design and landscape design necessary for the implementation of the project. The allied engineering design shall include but shall not be limited to design for Civil, Structural, Electrical, Mechanical, Sanitary, Electronics, Facilities Management and Security System works. The DESIGN AND BUILD Contractor shall be in charge of all the Supply and Installation of necessary materials that will be included in the approved final design.

It should conform to the provisions of the National Building Code of the Philippines (PD 1096), Accessibility Law (BP 344), National Structural Code of the Philippines, Electrical Engineering Law (RA 7920), Mechanical Engineering Law (RA 5336), Fire Code (RA 9514), and other laws and regulations covering environmental concerns and local ordinances and regulations.

The following are the features:

- Detailed Architectural Design
- Detailed Structural Design of the Building
- Detailed Design for the Roof Trusses and other Misc. components
- Detailed Plumbing & Sanitary Design of the Building, must include Water Reservoir and Septic Tank if necessary
- Detailed Electrical Design of the Building
- Securing of all necessary permits for construction including ECCs, Building Permit and etc.



The quality standard is our commitment

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- Demolition and Removal of existing Structures obstructing the job site; must verify for every site
- Excavation for structures
- Construction of Septic and Water Reservoir following approved designs
- Fabrication and installation of re-bars and formworks for ALL Structural Members included in the Building Design
- Concreting and Erection of the Structure as per Approved Design and Specifications
- Fabrication and Installation of Trusses and other Roof Components as per Approved Design and Specifications
- Supply and Installation of High Strength AAC Blocks for all perimeter walls and interior partitions as designed
- Supply and installation of pre-painted rib-type roofing, pre-painted ridge roll, pre-painted gutter, pre-painted fascia and pre-painted flashing including roofing accessories
- Supply and installation of doors, windows and glass partitions.
- Supply and installation of Floor and Full Wall tiles for all Toilets
- Supply and installation of High Strength Floor Finishes that are suitable for low temperature for all Lobbies, Production Areas and Laboratory Areas.
- Supply and installation of Insulated Metal Spandrel Ceiling for all Roof Eave soffits
- Supply and installation of Insulated Linear Metal Ceiling and accessories for the Production and Laboratory Areas including Office Areas
- Painting of interior ceiling, interior wall and all exposed structures as needed
- Supply and installation of Plumbing and Sanitary pipes and accessories with S-1000 specifications or approved equal (See Technical Specifications for reference)



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- Supply and installation of Ducting and Mechanical Equipment and accessories that are required for the controlled temperature environment on all Storage and Examination areas
- Supply and installation of Fire Protection System including Fire Sprinkler System and FDAS that are suitable for Laboratories and Specimen Collecting Areas
- Supply and installation of Electrical System (with back-up power) including all accessories using International Standards or any approved equal (See Technical Specifications for reference)
- Supply and installation of all Electronic and CCTV System (with Public Alarm System) including all necessary software and Control Systems as Designed
- Supply and installation of all Container Van Ramp and Accessories for proper forklift utilization
- Supply and installation of All Forklift Equipment (Electric as required inside Cold Facilities) including the design for the Charging Station
- Supply and installation of AHU & HVAC Equipment as designed
- Supply and installation of Sealed Mechanical Doors for Cold Storage including all accessories
- Supply and installation of Sampling Racks or Shelves as necessary on the approved designs
- All other works not mentioned herein but indicated in the drawings

IV. SELECTION OF DESIGN AND BUILD CONTRACTOR

The procurement and implementation of the project using the "Design and Build" scheme shall be in accordance with the provisions of RA 9184, specifically, its Annex G. Bidding process shall be conducted by the Bids and Awards Committee (BAC) to be assisted by the TWG. The CEFA Project Manager may create a Design and Build Committee (DBC) to be composed of highly technical personnel in the field of architecture and engineering/construction. The DBC and TWG shall prepare the design brief and performance specifications and parameters, review the detailed engineering design, and assist the BAC in the evaluation of technical and financial proposals in accordance with the criteria set.



TUV
CERTIFICATION

Masaganang Agrikultura, Mamalad na Dinamagad



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A. Eligibility Requirements

The eligibility requirements in the Design and Build for infrastructure projects shall comply with the applicable provisions of Section 23-24 of the IRR of RA 9184

a. Eligibility Documents

Class "A" Documents

- i. PhilGEPs Certificate of Registration and Membership (Platinum)
- ii. Statement of all its-ongoing and completed government and private contracts within ten (10) years from the submission of bids.
 - a. CPES Rating
 - b. Certificate of Completion
- iii. Single Largest Completed Contract (SLCC)
- iv. PCAB licenses and registration or the type and cost of the contract for this project.
- v. Construction Safety and Program Approved by Department of Labor and Employment
- vi. NFCC Computation

Class "B" Documents

a. Joint Venture Agreement, if applicable

b. Technical Documents

- i. Bid Security
- ii. Project Requirements
 1. Preliminary Conceptual Designs in accordance with the degree of details specified by the procuring entity
 2. Design and Construction Method
 3. Value Engineering Analysis of design and construction method. Prospective bidders shall prepare a value engineering analysis report of their proposed design and construction method to be applied for the project. Importance shall be made on the following criteria:
 - a. Cost-saving, measured on a per square meter average figure
 - b. Time-saving in design and construction duration, measured using the HoPe approved PERTCPM of the project.
 4. Organizational Chart



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5. List of Contractor's Personnel with complete qualification and experience data
6. List of Contractor's Equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project.
7. Manpower Schedule
8. Equipment Utilization Schedule
9. Bar Chart and S-Curve
10. Construction Safety and Health Program
11. PERT-CPM
12. Proof of Experience in Constructing Cold Storage Warehouse

C. Financial Component

- i. Financial Bid Form
- ii. Bill of Quantities
- iii. Summary Sheet Detailed Unit Cost Analysis (DUPA)
- iv. Detailed Unit Cost Analysis per item
- v. Term of References to be used in construction (General Requirements and Specifications of Materials)
- vi. Payment Schedule

B. Eligibility Criteria

- a) The eligibility of design and build contractors shall be based on the legal, technical and financial requirements above-mentioned. In the technical requirements, the contractor (as solo or in joint venture/consortia) should be able to comply with the experience requirements under the IRR of RA 9184, where one of the parties (in a joint venture/consortia) should have at least one similar project in construction, specifically a Cold Storage Warehouse with at least 50% of the cost of the Approved Budget for the Contract (ABC).
- b) If the bidder has no experience in design and build projects on its own, it may enter into subcontracting, partnerships or joint venture with design or engineering firms for the design portion of the contract.
- c) The relevant provisions under Section 23.5.2 of the IRR of RA 9184 on eligibility requirements shall be observed.

V. DESIGN PERSONNEL

The key professionals and the respective qualifications of the **DESIGN PERSONNEL** is as follows:



Official Certification of compliance
according to ISO 9001

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A. Architect

The Architect must be a Licensed and Registered Architect with at least five (5) years' experience in Building Design and Construction.

B. Civil/Structural Engineer

The Structural Engineer must be a Professional Structural Engineer with at least five (5) years' experience in Structural Design and Construction.

C. Mechanical Engineer

The Mechanical Engineer must be a Professional Mechanical Engineer with at least five (5) years' experience in Sanitary, Plumbing, HVAC and fire protection systems.

D. Electrical Engineer

The Electrical Engineer must be a registered Professional Electrical Engineer with at least five (5) year experience in the design of lighting, power distribution, CCTV and PA communication systems.

E. CAD Operators / Draftsmen

The CAD operators / Draftsmen must have at least two (2) year experience in CAD works, 3D Sketching and Rendering.

The key professionals listed are required. The DESIGN & BUILD CONTRACTOR may, as needed and at its own expense, add additional professional and/or support personnel for the optimal performance of all Architectural and Engineering Design Services, as stipulated in these Terms of Reference for the PROJECT. Prospective bidders shall attach each individual's resume and PRC license of the [professional] staff.

VI. CONSTRUCTION PERSONNEL



The key professionals and the respective qualifications of the **CONSTRUCTION PERSONNEL** is as follows:

A. Architect

The Architect must be a Licensed and Registered Architect with at least five (5) years' experience in Building Design and Project Management.

B. Civil/Structural Engineer

The Structural Engineer must be a Professional Structural Engineer with at least five (5) years' experience in Structural Design and Project Management.

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C. Mechanical Engineer
The Mechanical Engineer must be a Professional Mechanical Engineer with at least five (5) years' experience in Sanitary, Plumbing, HVAC and fire protection systems.

D. Electrical Engineer
The Electrical Engineer must be a registered Professional Electrical Engineer with at least five (5) year experience in the design of lighting, power distribution, CCTV and PA communication systems.

E. Master Plumber
The Master Plumber must be a registered Master Plumber with at least five (5) years of experience in installation of commercial, industrial and water systems.

F. Safety Officer
The safety officer must have undergone the prescribed 40- hour Construction Safety and Health Training (COSH).


The above key personnel listed are required. The DESIGN & BUILD CONTRACTOR may, as needed and at its own expense, add additional professionals and/or support personnel for the optimal performance of all Construction Services, as stipulated in this Scope of Work, for the PROJECT. Prospective bidders shall attach each individual's resume and PRC license of the (professional) staff, proof of qualifications, and related documents as necessary.

There shall be no replacement of identified Architect and/ or Structural Engineer assigned in the project until after fifty percent (50%) of the personnel man- months have been served, except for justifiable reason/s. Any replacement shall be approved by the Head of the Procuring Entity (HOPE).

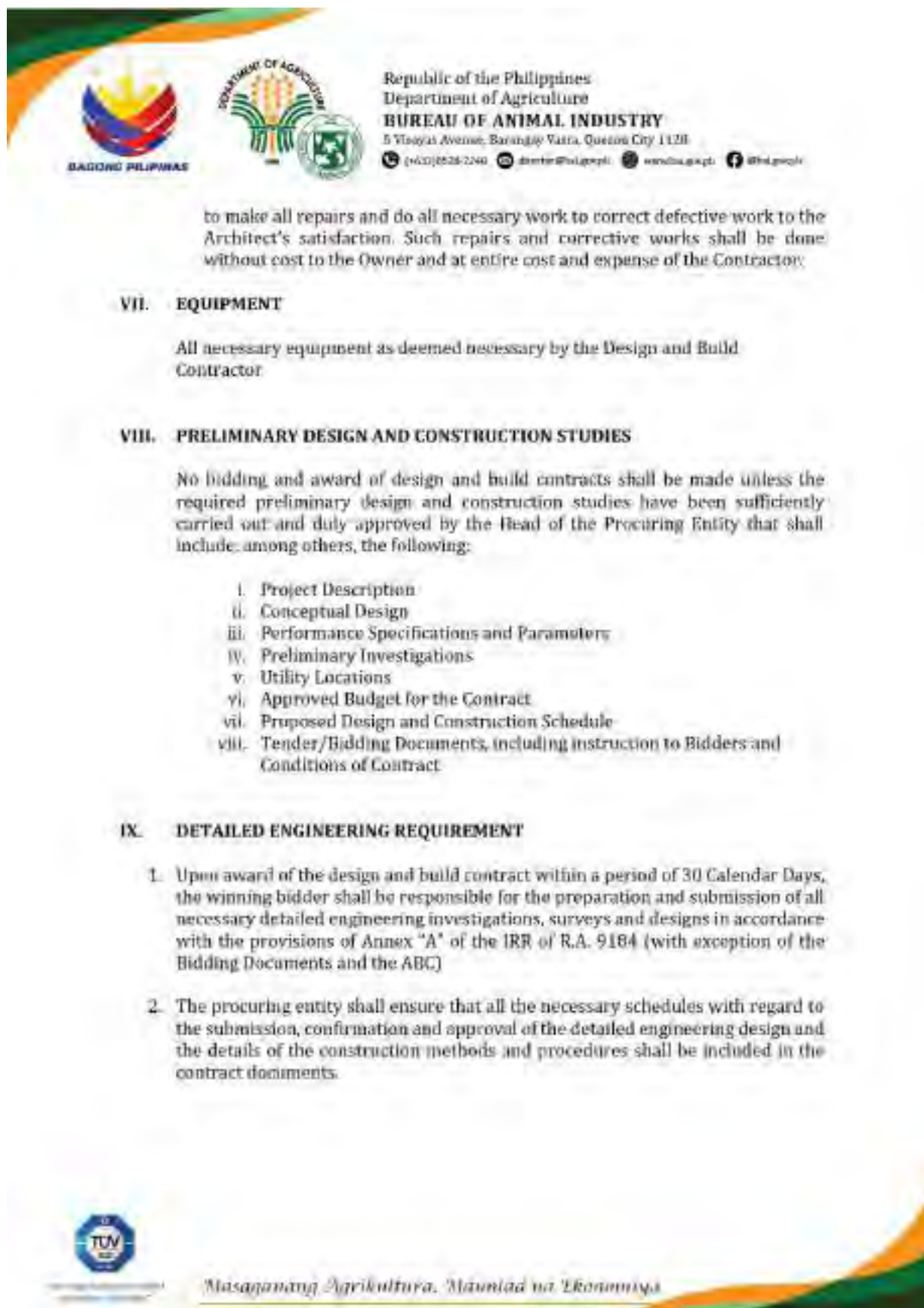
G. Labor
It is understood that the work shall be done and executed in accordance to the good engineering methods and practices.

The Contractor shall and thereby warrants all work performed by him directly and for which guarantee are required. The Contractor shall and thereby warrants and/or guarantees for a period of one year, or for longer periods where so provided in this Specifications, evidenced by date of final certificate issued by the Architect or Engineer, all materials and workmanship installed under Contract to be of good quality in every respect and to remain so for periods described herein.

Such any defects develop in aforesaid work, within the specified periods, due to faults in material and/or workmanship, the Contractor thereby agrees



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A.2. CONSTRUCTION PHASE

A.2.1. The CONTRACTOR shall undertake the construction of the said Project in accordance with the plans and specifications in the Terms of Reference for the Design and Build.

A.2.2. The CONTRACTOR shall secure all necessary permits, compliances and certificates for the construction.

A.2.3. The CONTRACTOR shall furnish all the construction materials needed for the execution of the work to include manpower, equipment, tools and other incidentals necessary to complete the works in accordance with the construction drawings, technical specifications as enumerated herein;

A.2.4. Details, which may be needed to implement the plans and specifications, shall be furnished by the OWNER and shall be implemented by the CONTRACTOR at no extra cost to the OWNER, provided that the said details are consistent with the intent of the Contract documents.

A.2.5. Provide all other necessary documents that shall be required by the CEFA Team.

A.2.6. Details, which deviate from the bid plans and specifications and are inconsistent with the intent of the Contract documents, shall be implemented by the CONTRACTOR subject to negotiation.

A.2.7 The CONTRACTOR shall administer the works in accordance with the stipulated terms and conditions herein specified and in accordance with R.A. 9184.

A.3. POST CONSTRUCTION PHASE

A.3.1. Conduct final inspection with the CEFA Engineering Team, Bureau's Property and Inspection Section and Contractor;

A.3.2. Certify completion of works in accordance with the approved plans and specifications and recommend the issuance of certificate of completion after final inspection and acceptance.

A.3.3. Assist the CEFA-End Users and the contractor(s) on the preparation and submission of all forms and supporting documents required by the concerned government agencies.

A.3.4. Preparation of as-built plans where necessary

XI. SUBMITTALS AND OTHERS

The Contractor and Engineering firm/company shall prepare and submit the following reports:

D.1. Three (3) sets of Preliminary drawings and design reports.

D.2. Three (3) sets of Final drawings including all supporting analyses, complete construction drawings and as to what is mention in **Section A.1.3 for construction**. Additional copies requested by the Owner shall be charged separately.

D.3. Three (3) set of As Built drawings and a digital copy

D.4. Contract Time Extension Endorsement

D.5. Variation Order Endorsement

D.6. Acceptance Documentary Requirements

XII. DURATION OF CONTRACT

The CONTRACTOR shall complete the project within One Hundred Eighty (180) calendar days from signing of the Contract.

E.1. Component I – Field Study, Investigation and Preliminary Drawings

E.1.1. Referring to Section X.A.1.1. and X.A.1.2 of this document.
Within Twenty (20) calendar days (including approval of the preliminary drawings) from receipt of Notice to Proceed.

E.2. Component II - Architectural and Detailed Engineering Design

E.2.1. Submission of plans and detailed engineering activities for construction/ development project as refers to Section X.A.1.3
Within Forty (40) calendar days (including acceptance plans and detailed engineering activities) from the completion of the approved Field Study, Investigation and Preliminary Drawings.

E.3. Component III – Project Construction and Supervision

E.3.1 The Construction and Supervision of the project is Within One Hundred Twenty (120) calendar days from the Submission of plans and detailed engineering activities



XIII. CONTRACT PRICE AND MANNER OF PAYMENT

I.1 DESIGN PHASE

Complete preparation and submission of construction drawings, specifications, tender and other related documents (*refer to Section X. A.1.1-A.1.3*) the lump-sum amount of **Five Million Pesos Only (Php 5,000,000.00)**

This will be paid in the following manner:



PAYMENT SCHEDULE	GROSS AMOUNT	ACCUMULATIVE GROSS AMOUNT OF PAYMENT
Upon Conducting Field Surveys, Investigation Reports and seek queries of the end users desired design, 10% of the lump-sum amount	Php 500,000	Php 500,000
Upon presentation and approval of preliminary architectural drawing consisting of the Plans and 3D sketches, 30% of the lump-sum amount	Php 1,500,000	Php 2,000,000
Upon submission and acceptance approval by CEFA-End users, detailed engineering activities for construction/development project (<i>refer to Section X. A.1.3</i>), 60% of lump sum amount	Php 3,000,000	Php 5,000,000

I.2 CONSTRUCTION PHASE

For and in consideration of the faithful and complete performance and accomplishment of all the obligations specified under Section X. A.1.3, the OWNER shall pay the CONTRACTOR the Contract price amount of **One Hundred Forty-Five Million Only (Php 145,000,000.00)**.

The CONTRACTOR hereto guarantees that for the construction and work covered herein, the OWNER shall not incur any additional expenses or be required to pay any sum beyond the said amount except for any addition or extra work that may be required and authorized in writing by the OWNER.





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The above Contract Price is all **inclusive** of the Twelve Percent (12%) Expanded Value Added Tax (E-VAT) as required by the Bureau of Internal Revenue Code. The Contract Price is not subject to any escalation regardless of the increase in materials, labor, taxes, licenses, fees, and of inflation, devaluation or depreciation of the Philippine Currency.


This will be paid thru **Progress Billing with 15% Mobilization Fee** (recouped thru progress billings) submitted thru the CEFA-Engineering Team

XIV. TERMS OF PAYMENT


- 1. Mobilization Fee.** The OWNER shall upon written request of the CONTRACTOR which shall be submitted as a Contract document, pay the mobilization fee to the CONTRACTOR in an amount equal to Fifteen Percent (15%) of the total Contract price for Civil Works (Section 1.2) to be made in lump sum. The mobilization fee shall be made only upon submission the contractor and acceptance by the OWNER of an irrevocable standby letter of credit of an equivalent value from a commercial bank, a bank guarantee or a surety bond, callable on demand, issued by a surety or insurance company duly accredited by the Insurance Commission and confirmed by the OWNER. The mobilization fee shall be repaid by the CONTRACTOR by recoupment from their Progress Billing.
- 2. As per Accomplishment Progress Payment.** The OWNER shall pay the CONTRACTOR by the percentage of the job accomplished as stipulated in **Section 1.1. and 1.2.** For this purpose, a statement showing the actual job accomplished shall be submitted by the CONTRACTOR for the evaluation and endorsement of the Resident Engineers, and the written approval of the OWNER, the OWNER shall make the corresponding payment within forty-five (45) calendar days from the endorsement of the Resident Engineer and the approval of the Owner, less the advance mentioned above (recoupment thru progress billing). The OWNER is not bound by any endorsement made to the Materials and equipment delivered on the site but not completely utilized/installed, except as otherwise stipulated in the Contract documents and this agreement shall not be included for payment. Building permit, Electrical and sanitary permits will be required for submission for their first progress payment
- 3. Final Payment** shall be made after full and final completion of the work as duly certified by the Resident Engineer for the approval and acceptance of the Owner's representative. Upon receipt of written notice from the CONTRACTOR that the work is ready for final inspection and acceptance, the Resident Engineer and the duly authorized representative of the OWNER shall promptly make such inspection, and if found that the work is worthy of acceptance under the Contract and the Contract is fully performed, they shall promptly issue a final Certificate of Acceptance over their signatures stating that the work provided for in this Contract has been

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completed and is accepted by then under the terms and conditions thereof, and that the entire balance found to be due to the CONTRACTOR and noted in said certificate and payable as above provided, within forty five (45) calendar days therefrom, subject to the submission of the Certificate of Completion. Before issuance of final certificate of completion, the CONTRACTOR shall submit satisfactory evidence to the Resident Engineer and the OWNER that all payroll, materials, bills and other indebtedness incurred in connection with or for the prosecution of work have been fully paid; and upon submission of the following documents, all at the expense of the Contractor;

1. All original and revised plans duly approved
2. Three (3) sets of duly approved As Built drawings and a digital copy


4. Retention Money. The Ten Percent (10%) Retention shall be made in each succeeding payment to serve as a reserve fund for defects which may occur within one year. The amount shall be deposited in the name of the Contractor and the owner, in the bank chosen by the owner and shall only be released upon correction of all the identified defects. The total Retention money shall be due for release upon Final Acceptance of the Works. The CONTRACTOR may, however, request the substitution of the Retention Money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the Retention Money substituted for and acceptable to government, provided that the Project is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) Retention shall be made.

In addition to the retention stated above, an amount representing the withholding tax shall be deducted from the progress billing filed by the CONTRACTOR.

The following documents must be submitted to the CEFA Engineering Team, Bureau's Property and Inspection Section before processing of payments to the DESIGN & BUILD CONTRACTOR can be made:

- i. Progress Billing
- ii. Detailed Statement of Work Accomplished (SWA)
- iii. Request for payment by the DESIGN & BUILD CONTRACTOR
- iv. Pictures/photographs of work accomplished
- v. Payment of utilities (power and water consumption)
- vi. DESIGN & BUILD CONTRACTOR's affidavit

The acceptance of work from time to time for the purpose of making progress payment shall not be considered as final acceptance of the Work under this Contract.



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XV. COMMENCEMENT AND TIME COMPLETION

The Contract shall take effect on the date of receipt of the Notice to Proceed from the OWNER. The CONTRACTOR shall commence execution of the Project within seven (7) calendar days from receipt of Notice to Proceed from the OWNER will be considered as the contract start date and shall finish and complete the project within one hundred Eighty (180) calendar days.

It is agreed that the time is an essential element of this Contract and therefore, the construction must be completed one hundred Eighty (180) calendar days' contract start date. Otherwise, the CONTRACTOR must pay the OWNER the amount stated in the Revised Implementing Rules and Regulations of R.A. 9184, as liquidated damages until the day the unfinished work is completed.

For this purpose, it is hereby agreed and understood that the CONTRACTOR expressly authorizes the OWNER to deduct the amount of such damages from any monies due to or which may become due to the CONTRACTOR, without prejudiced to the other methods of recovery. The payment of deduction of such damages shall not relieve the CONTRACTOR from his obligation to complete the work or any other obligations and liabilities under this Contract.

XVI. CODES AND STANDARDS

The project shall be designed, engineered, installed, tested, commissioned and handed over in conformity with the Building and Design Standards of the CEFA System and with the latest editions of the National Building Code of the Philippines, the National Structural Code of the Philippines, the Philippine Electrical Code, Philippine Mechanical Code, the National Plumbing Code of the Philippines, National Fire Code of the Philippines and other relevant codes and standards.

XVII. INSTALLATION AND WORKMANSHIP

Personnel of the DESIGN & BUILD CONTRACTOR should be specialists highly skilled in their respective trades, performing all labor according to first-class standards. A full time Project Engineer/Architect and Construction Safety Engineer shall be assigned by the DESIGN & BUILD CONTRACTOR at the job site during the construction of the project.

All work to be subcontracted shall be declared by the DESIGN & BUILD CONTRACTOR and shall be approved by the CEFA PMO. However, subcontracting of any portion shall not relieve the design and build contractor from any liability or obligation that may arise from the contract for this project. Tapping for utilities such as power supply, water supply and sewage drainage shall be coordinated with their respective utilities/ service provider/ companies, and all works involved, including access to utilities tapping point, excavation, removal of obstructions, concrete breaking, backfilling



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and restoration of affected areas, shall be coordinated and included in the scope of work and cost of the project.

Any errors, omissions, inconsistencies, inadequacies or failure submitted by the DESIGN & BUILD CONTRACTOR that do not comply with the requirements shall be rectified, resubmitted and reviewed at the DESIGN & BUILD CONTRACTOR'S cost. If the DESIGN & BUILD CONTRACTOR wishes to modify any design or document which has been previously submitted, reviewed and approved, the DESIGN & BUILD CONTRACTOR shall notify the procuring entity within a reasonable period of time and shall shoulder the cost of such changes.

XVIII. MATERIALS

All materials and equipment shall be standard products of manufacturers engaged in the production of such materials and equipment and shall be the manufacturer's latest standard design.

The materials and workmanship supplied shall be of the best grade and constructed and/ or installed in a practical and first-class manner. It will be completed in operation, nothing being omitted in the way of labor and materials required and it will be delivered and turned over in good condition, complete and perfect in every respect.

All materials shall be in conformance with the latest standards and with inspection and approval of the CEFA Resident engineers as stated on the issued Technical Specifications.

XIX. LIQUIDATED DAMAGES

In the event that the CONTRACTOR refuses or fails to satisfactorily complete the work within the time herein specified, plus any time extension duly granted, and is hereby in default under the Contract, the OWNER is hereby authorized to impose the liquidated damages under the Revised Implementing Rules and Regulations of R.A. 9184, without having to prove that it has incurred actual damages. The CONTRACTOR agrees to pay the OWNER for liquidated damages and not by way of penalty an amount to be determined in accordance with the formula prescribed under R.A. 9184, until the work is completed and accepted or taken over by the OWNER.

Said liquidated damages maybe deducted from any money due or which may become due to the CONTRACTOR under the Contract and/or collect such liquidated damages from the retention money or other securities posted by the CONTRACTOR whichever is convenient and expeditious to the OWNER.



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XX. CHANGES AND ADDITIONS


If the OWNER shall must be in document, require any deviation from the Plans and Specification or require that any work described in the Plans and Specifications be omitted, then the CONTRACTOR will carry out such requirements of the OWNER and shall perform the additional / deductive work in a thorough manner to the satisfaction of the OWNER within the time prescribed.

The Contractor shall compute the cost of the added to or deducted from the Contract Price, whichever the case may be, for the approval of the OWNER and shall be executed under the conditions hereof and the Contract Documents as prescribed by RA9184.


- a. Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the contractor's cost. If the Contractor wishes to modify any design or document which has been previously submitted, reviewed and approved, the contractor shall notify the procuring entity within a reasonable period of time and shall shoulder the cost of such changes.
- b. As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders:
 - i. Change Orders resulting from design errors, omissions or non-conformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the procuring entity.
 - ii. Provided that the contractor suffers delay and/or incurs costs due to changes or errors in the procuring entity's performance specifications and parameters, he shall be entitled to either one of the following:
 - a. an extension of time for any such delays under Section 10 of Annex "E";
 - or
 - b. Payment for such costs as specified in the contract documents, provided, that the cumulative amount of the variation order does not exceed ten percent (10%) of the original contract

XXI. THE IMPLEMENTING AGENCY'S GENERAL RESPONSIBILITY

The implementing agency for the project is the CEFA PMO with final approval for all decisions and actions from the DA Office of the Secretary through the Design and Build Committee. The D&B Committee shall:



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- a) Prepare the design brief for the project in accordance with CEFA Systems' policies, existing codes, traditions, standards, and the conditions and design criteria enumerated in the Terms of Reference.
- b) Coordinate with DESIGN & BUILD CONTRACTOR, and the CEFA Project Manager with regard to the design and implementation of the project.
- c) Assist in the coordination of the DESIGN & BUILD CONTRACTOR with various utility agencies during the detailed design and implementation phases of the project.
- d) Conduct regular coordination meetings between the DESIGN & BUILD CONTRACTOR and CEFA End-users to facilitate the implementation of the project.

XXII. THE DESIGN & BUILD CONTRACTOR'S GENERAL RESPONSIBILITY

- a) The DESIGN & BUILD CONTRACTOR shall certify that he has, at his own expense, inspected and examined the proposed project site, its surroundings and existing infrastructure and facilities related to the execution of the work and has obtained all the pieces of information that are considered necessary for the proper execution of the work covered under these Terms of Reference.
- b) The DESIGN & BUILD CONTRACTOR shall ensure that all works at the stages of design, construction, restoration of affected areas, and testing and commissioning shall be carried out efficiently and effectively.
- c) The DESIGN & BUILD CONTRACTOR shall provide the CEFA Team with complete reports such as technical analysis, maps and details regarding the existing conditions and proposed improvements within the site.
- d) The DESIGN & BUILD CONTRACTOR shall consider the business calendar and critical dates and occasions within premises the CEFA is to be erected on, in order to align his work schedule with the business calendar of the agency to avoid unnecessary disruption of events and activities due to construction activities such as closure of water and power supply and non-usage of the existing roads.
- e) The DESIGN & BUILD CONTRACTOR shall inform the CEFA Team of critical events during construction, especially when such events can potentially disrupt business activities.
- f) The DESIGN & BUILD CONTRACTOR shall be PCAB accredited and shall have a Construction Safety and Health Program approved by DOLE and designed



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specifically for the DESIGN AND BUILD SERVICES FOR THE CONSTRUCTION OF THE CEFA BUILDING.

- g) The DESIGN & BUILD CONTRACTOR will be held accountable for accidents that might occur during the execution of the project. The DESIGN & BUILD CONTRACTOR is required to install warning signs and barriers for the safety of the general public and the avoidance of any accidents and provide appropriate and approved type personal protective equipment for their construction personnel.
- h) The DESIGN & BUILD CONTRACTOR shall be professionally liable for the design and shall submit a signed and sealed copy of the approved construction documents to form part of the Contract Documents.
- i) Only the plans approved by the Head of Procuring Entity (HOPE) shall be signed and sealed by the DESIGN & BUILD CONTRACTOR, and thereafter shall be the plans used for construction.
- j) All works designed and constructed should be guaranteed to seamlessly fit into the overall system general design standards of the CEFA System.

XXIII. CONTRACTOR'S LIABILITIES

It is hereby agreed and understood that no employer-employee relationship exists between the OWNER and the CONTRACTOR, and all laborers, workers, employees and staff of the CONTRACTOR are not in any way connected with the OWNER and there exists no employer-employee relationship between the OWNER and the said laborers/employee and staff of the CONTRACTOR.

The CONTRACTOR hereby agrees to shoulder and answer all claims of any nature, whether for death, injuries or damages that may be suffered by CONTRACTOR's workers and / or by third parties, arising from or in connection with the performance of the work. The CONTRACTOR shall at all times stand solely liable and / or responsible for compliance with all existing rules and regulations and the CONTRACTOR agrees and binds itself to save and hold the OWNER harmless from any and all liabilities in respect thereto or arising therefrom. Despite of all the foregoing, should the OWNER be held liable whatsoever for any claim, the CONTRACTOR hereby undertakes to indemnify the OWNER for whatsoever amount it was ordered to pay the CONTRACTOR's workers or employees upon demand.

For this purpose, the CONTRACTOR binds itself to protect and immune the OWNER from any suit or liability arising from the above claims. The CONTRACTOR shall strictly follow the provision on safety, security and protection of the environment stipulated in the Contract documents and those provided under the National Building Code and the Labor Code.



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XXIV. PERFORMANCE SECURITY

The CONTRACTOR upon signing of the CONTRACT shall post a Performance Security as contained in the Instruction to Bidders, as a guarantee for the CONTRACTOR's faithful performance of the Contract work and to cover payments and obligations arising from this agreement. Such performance security shall remain and continue to be in full force and effect and shall cover the period from the Time of the signing of the CONTRACT until the Final Acceptance of the Project by the OWNER in accordance with the Government Procurement Policy Board (GPPB) Resolution No. 12, provided that the CONTRACTOR has submitted to the OWNER the Warranty Security stipulated under ARTICLE 14 of this Agreement. Coverage of the performance security shall include the defects liability of one (1) year and shall be due for release only after the Certificate of Acceptance is issued by the OWNER.

XXV. DEFECTIVE WORK AND MATERIALS

Defective work shall be made good, and unsuitable materials shall be rejected notwithstanding that such work and materials have been overlooked by the Resident Engineer and the Owner and accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the CONTRACTOR shall forthwith make good such defect in the manner satisfactory to the Resident Engineer and the OWNER. If there is any material that is brought to the site for use in the work or selected for, that is not in conformity with specifications, the CONTRACTOR shall forthwith remove such material from the project site; and any materials furnished which are damaged or rendered defective by the handling of or improper installation by the CONTRACTOR, his agents or his employees, shall be made good and replaced at the CONTRACTOR's expense. The provision is without prejudice to Article 1723 of the Civil Code of the Philippines which is hereby incorporated as part of this Contract.

Any part of the work done which is not of the quality required by or acceptable to the Resident Engineer and the OWNER shall be torn down or removed immediately and rebuilt in accordance with the requirements of the Plans and Specifications without any liability on the part of the OWNER to pay any additional cost incurred by the CONTRACTOR in accordance therewith. Should the CONTRACTOR neglect or delay the correction of faulty works, the OWNER may employ and pay other persons to make good such deficiencies. It is agreed that all expenses consequent thereof or incidental thereto shall be incurred without need of prior consent approval of the CONTRACTOR. Such expenses shall be for the CONTRACTOR's sole account and deducted from any monies due to which may become due to the CONTRACTOR, or any other manner provided in this Contract or under applicable laws.

The CONTRACTOR shall be deemed negligent or in delay, if he fails to commence correction of deficiencies within three (3) days from his receipt of written notice from the Resident Engineer and/or OWNER.



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XXVI. SUSPENSION AND TERMINATION

Disputes. Any dispute concerning any question arising from this Contract which is not disposed of by agreement between parties, shall be decided by the OWNER's representative who shall furnish the CONTRACTOR a written copy of its decision.

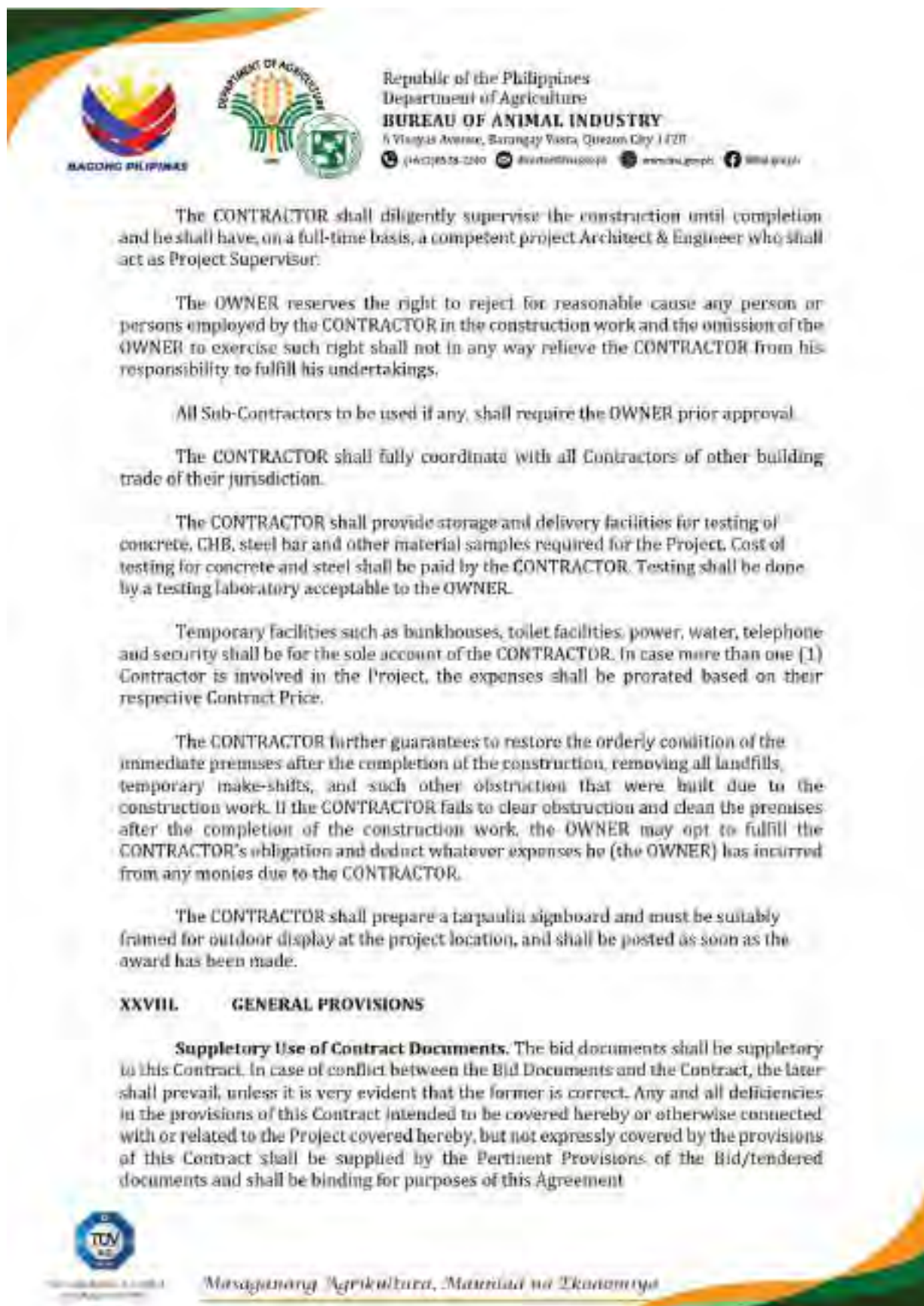
Arbitration. The decision of the OWNER's representative shall be final and conclusive unless within thirty (30) days from the date of receipt thereof, CONTRACTOR shall deliver to the OWNER a written notice addressed to the OWNER's representative stating its desire to submit the controversy to arbitration. In such event, the dispute shall be decided in accordance with Philippine laws (Executive Order No. 100B).

Enforcement. Decisions reached by arbitration maybe enforced by either of the parties to this Contract in any court of competent jurisdiction in the Philippines. In case of suit arising in connection with the terms of this Contract, the parties hereto, expressly submit to the jurisdiction of the said court.

Termination. If the CONTRACTOR shall breach any warranty made, violate any of the terms and conditions in this Contract, and/or related Contract documents or neglect to perform any of his Contractual obligations, the OWNER may give written notice to perform such obligation or make good his warranty and should he fail to do so within Seven (7) days from receipt thereof, and if the Architect shall certify to such failure, this shall be sufficient ground for the OWNER to take-over and complete the work comprehended under this Contract, and to use or authorize such other Contractor or person to use any tools, materials, equipment and any other property of the CONTRACTOR. However, the CONTRACTOR shall be entitled to payment under this Contract only in the event that the amount of the estimated cost remaining unpaid shall exceed the expenses incurred by the OWNER up to such excess plus Five Percent (5%) thereof as penalty. But should the balance be less than the aforementioned expenses for the completion of the construction plus Five Percent (5%) thereof as penalty, the CONTRACTOR shall pay the amount of such additional expenses to the OWNER, or of any monies due to the CONTRACTOR or the Performance Bond.

XXVII. RESPONSIBILITY OF THE CONTRACTOR

The CONTRACTOR does hereby warrant and guarantee that all the materials to be supplied by him under this Contract are new, first class, free from defects and shall be fully complying in every respect with the specifications, approved samples and other requirements of the Contract plans and other related Contract documents. The CONTRACTOR shall make no substitution for materials required by him under this Contract unless written approval is first obtained from the OWNER.






Compliance with Law Ordinances etc. The CONTRACTOR shall comply with all the laws ordinances and regulations of both the national and local government applicable to or binding upon the parties hereto, the works covered by this Agreement, or the persons engaged on the performance and accomplishment of the works covered by this Agreement and shall be totally responsible for all damages either to the OWNER or to the government, national or local, for the non-observance of such laws, ordinances and regulations.


Modification. No modification including transfer or assignment or sub-contracting of any right or obligation under the terms of this agreement shall be valid unless mutually agreed upon in writing by the parties herein.

Substantial Completion. There shall be Pre-Final Inspection which shall be jointly conducted when the actual percent accomplishment reached to 95%. Identified defects must be rectified and completing the remaining works for and in consideration of Substantial Completion.

Section XI. Bill of Quantities



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Project : DESIGN AND BUILD PROJECT FOR THE PROPOSED CONSTRUCTION OF BORDER COLD EXAMINATION FACILITY FOR AGRICULTURE (CEFA) IN SUBIC

Location : SUBIC, ZAMBALES

Subject : Bill of Quantity




Date : November 27, 2024

Item #	Work Description	Qty.	Unit	Unit Cost	Amount
L	GENERAL REQUIREMENTS	1.00	lot		13,908,169.53
1.0	Site Protection (Board up works)				
2.0	Tarpaulin Signage for Project Details				
3.0	Complete Architectural Design and Other requirements				
4.0	Complete Structural Design and Other requirements				
5.0	Complete Plumbing and Sanitary Design and Other Requirements				
6.0	Complete Fire protection System Design and Other Requirements				
7.0	Complete Ducting and Ventilation Design and Other Requirements				
8.0	Complete CCTV with PA System Design and Other Requirements				
9.0	Complete Electrical Design and Other Requirements				
10.0	Permits and other Miscellaneous Fees and Taxes				
	Building Permit				
	Sanitary Plumbing Permit				
	Electrical Permit				
	Mechanical Permit				
	Fire Department (PALAF)				
11.0	Certificate of Occupancy				
12.0	Bonds and Insurances				
	Performance Bonds				
	Warranty Bonds				
	Contractors all-risk Performance Bond				
	Construction Bond				
11.0	Soil Investigation and Material Testing				
12.0	Bonds and Insurances				
13.0	Other Misc. Fees:				
	Site Security				
	Site Maintenance				
	Supervision and Technical Support Staff				



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Item #	Work Description	Qty.	Unit	Unit Cost	Amount
II.	Mobilization	1.00	lot		3,986,515.21
1.0	Groundbreaking/Project Meeting/Mobilization Fees				
	<i>Cleaning and Grubbing</i>				
	<i>Preparation and Layout</i>				
2.0	Temporary Facilities				
	<i>Field Office, Badge and required Facilities (w/ Toilet)</i>				
	<i>Temporary Shed and Perimeter Fences</i>				
	<i>Water, Electricity and other Communication Fees</i>				
3.0	Hauling and Transport of Materials				
4.0	Safety Requirements				
	<i>Site PPEs</i>				
	<i>Site Protection and Safekeeping</i>				
	<i>Safe Staging and Scaffolding, Temporary Structures</i>				
III.	Site Works	1.00	lot		1,685,378.18
1.0	Site Preparation				
	<i>Layout and Staking</i>				
	<i>Soil Poisoning and Termite Control</i>				
2.0	Excavation and Dewatering				
	<i>Foundation and other embedded Structures</i>				
	<i>Septic Tank, Sump Pit, Sewage and Catch Basins</i>				
	<i>Water Reservoir</i>				
3.0	Backfilling				
4.0	Compaction and Gravel Bedding				
5.0	Hauling of Excess Soil				
6.0	Others				
	<i>Slope Protection</i>				
	<i>Demolition Works</i>				
IV.	Structural Works	1.00	lot		7,659,834.14
1.0	Formworks and Misc. Accessories				
2.0	Concreting Works (Strength TBN by Designer)				
3.0	Rebar Works (Sizes TBN by Designer)				
V.	Metal Works	1.00	lot		49,088,361.26
1.0	Structural Steel				
	Main Structure				
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Item #	Work Description	Qty.	Unit	Unit Cost	Amount
	Mezzanine Floor				
	Structural Steel Columns (T&B by Designer)				
	Structural Steel Beams (T&B by Designer)				
	Steel Decking				
2.0	Finishing and other Roofing Accessories				
	Main Roof				
	Roofing Sheets				
	Ridge Roll, Gutters, Fascia and other related Accessories				
	C-Purlins (Including anchor to Trusses) and Sag Rods				
	Shed Roof (Perimeter)				
	Roofing Sheets				
	G.I. Pipe Framing and other accessories				
	Curved Purlins (T&B) for Shed Roof and other accessories				
3.0	Stainless Steel Handrail for Outdoor				
VI.	Masonry Works	1.00	lot		1,752,701.69
1.0	Raised Floor Perimeters (CHB Laying)				
2.0	Lower Ground floor Walls (CHB Laying) Stair Backing				
3.0	Mezzanine Floor Partitions (CHB Laying)				
4.0	Plastering Works				
5.0	Masonry Lavatory Counters				
	Sub-Total - Masonry Works				
VII.	Thermal & Moisture Protection	1.00	lot		291,731.81
	Waterproofing Positive Side				
1.0	Mezzanine T&B				
2.0	Septic Tank, Sump Pit, Sewage and Catch Basins				
3.0	Water Reservoir				
	Sub-Total - Thermal & Moisture Protection				
VIII.	Finishes	1.00	lot		27,387,733.85
	Carpentry				
1.0	Insulated Sandwich Panel Exterior Walls (Thickness by Designer)				
2.0	Insulated Sandwich Panel Interior Walls (Thickness by Designer)				



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Item #	Work Description	Qty.	Unit	Unit Cost	Amount
3.0	Insulated Suspended Linear Metal Ceiling				
4.0	Metal Spandrel Eave Soffit (Perimeter)				
5.0	Column and Misc. Cladding (Sandwich Panels)				
6.0	Beam and Misc. Cladding (Sandwich Panels)				
7.0	PVC Curtain				
8.0	Stair Nosing				
9.0	Door Accessories				
	Locksets				
	Fire Exit Lockset				
	Lever Type Lockset				
	Ordinary Lockset				
	Door Closer and Stopper				
	Painting				
1.0	Plastered Walls				
2.0	Dywall Partitions				
3.0	Ceiling				
	Floor Finishes				
1.0	Non-Skid Floor Tiles (Toilets)				
2.0	Wall Tiles (Toilets)				
3.0	Polished Concrete Finish with Abrasion Coating (Circumferential Areas)				
4.0	High Strength Industrial Flooring Coat (Lab, Offices, Collection Area and Stairs) must include surface preparation				
IX.	Glassworks	1.00	lot		3,575,480.44
	Glass Partitions				
1.0	Laboratory Grade Glass Partition				
2.0	Glass Railings on Stainless Steel Frames (Buttress Type)				
3.0	Toilet Mirrors				
4.0	Fixed Glass on Analok Frames				
X.	Doors and Windows	1.00	lot		3,126,789.23
	Doors				
1.0	Steel Door				
2.0	Wood Door				
3.0	Glass Door				
	Windows				
1.0	Glass Windows				



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Masagana ng Agrikultura, Maunlad na Ekonomiya

<div>   <div> Republic of the Philippines Department of Agriculture BUREAU OF ANIMAL INDUSTRY 5 Vinzons Avenue, Barangay Vintara, Quezon City 1128 ☎ (+63) 2 7962 2240 ✉ da.admin@da.gov.ph 🌐 www.bia.gov.ph 📱 @bia.gov.ph </div> </div>					
Item #	Work Description	Qty.	Unit	Unit Cost	Amount
XI.	Furnitures and Joineries	1.00	lot		2,844,885.24
1.0	Dumbwaiter System, Stainless Steel Chute and Accessories				
2.0	Stainless Steel Cabinets (Laboratory Area)				
3.0	Stainless Steel Long Racks (Sample Storage)				
4.0	Stainless Steel Medical Cart 3 layers				
5.0	Stainless Steel Coat Hangers				
6.0	Epoxy Finish Counter Top for Laboratories				
7.0	Stainless Steel Tables (0.7m x 1.2m)				
7.0	SS Laundry Racks				
7.0	Individual Lockers				
7.0	Gym Bench (Locker Rooms)				
7.0	Storage Racks				
8.0	Lobby Couch				
9.0	Lobby Reception Desk				
10.0	Office Tables				
11.0	Office Chairs				
12.0	Mobile Pedestal Drawers				
13.0	Single Double Deck Bed (With cushion and Accessories)				
14.0	Wardrobe Cabinets				
15.0	Laboratory Sink				
XII.	Mechanical Works & Misc. Electronics	1.00	lot		19,556,296.30
1.0	Dumbwaiter Machine and Misc. Programming (Supply and Installation)				
2.0	Machine Operated Roll-up Doors (Truck Bays) (Supply and Installation)				
3.0	Machine Operated Roll-up Doors (Freezers & Ante Room) (Supply and Installation)				
4.0	Truck Bay Retractable Ramps (Supply and Installation)				
5.0	HVAC System (Supply and Installation)				
	Low Temp ACU (Examination and Ante Rooms)				
	Low Temp ACU (Chiller Rooms)				
	Ceiling Cassette Type ACU (Laboratories and Offices)				
6.0	Industrial Type Washing Machine				
7.0	Industrial Type Dryers				
8.0	Stainless Steel Turnbuckle				




TUV
 TÜV SÜD
 TÜV NORD
 TÜV RHEINLAND

Masaganang Agrikultura, Maunlad na Ekonomiya




BAGONG PILIPINAS



DEPARTMENT OF AGRICULTURE

Republic of the Philippines
Department of Agriculture
BUREAU OF ANIMAL INDUSTRY
5 Viceroy Avenue, Barangay Viceroy, Quezon City 1128
☎ (+632) 8528-1240 ✉ abminter@da.gov.ph 🌐 www.dai.gov.ph 📱 @baitagmiphil

Item #	Work Description	Qty.	Unit	Unit Cost	Amount
XIII.	Plumbing and Sanitary Works	1.00	lot		3,717,513.65
1.0	Storm Drainage System				
2.0	Sewage System				
3.0	Cold & Hot Water System				
4.0	Plumbing Fixtures				
	Toilet with Flush				
	Lavatory and Sink				
	Urinal				
	Hose Bibb with Plug in				
	Shower Fixture				
	Shower Enclosure				
	Toilet Partition				
5.0	Termite Pipe Lines				
XIV.	Fire Protection	1.00	lot		114,645.48
1.0	Pipes and Fittings				
2.0	Valves and Accessories				
3.0	Sprinkler Heads				
4.0	Installation of Fire and Jockey Pumps				
5.0	SACP (Sprinkler Alarm Control Panel)				
6.0	Fire Extinguishers (6.4kgs)				
XV.	Electrical Works	1.00	lot		10,197,174.48
1.0	Racoway, Conduits and Fittings				
2.0	Panel Board, Breakers, Wires and Cables				
	Schneider Circuit Breakers, Including Main Distribution Panels				
3.0	Telephones, TV Cables, Internet				
4.0	Wiring Devices, Outlet and Boxes				
5.0	Generator Set 50kVA				
6.0	Lighting Fixtures				
	Vape Light LED 1.20m				
	LED Tube 100Watts				
7.0	FDAS System				
8.0	CCTV System				
	HD CCTV Cameras (1080p)				
	I-set High Desktop Computer				
9.0	PA (Public Announcer) and other Misc. Item				



Office of the Secretary
Department of Agriculture

Masaganang Agrikultura, Maunlad na Ekonomiya

Item #	Work Description	Qty.	Unit	Unit Cost	Amount
XVI.	Misc. Items	1.00	lot		1,106,789.55
1.0	Winter Jackets				
	30-pcs Winter Jacket				
2.0	Jack Pallet				
	4-units Jack Pallet				
3.0	Pallet Stacker				
	2-units Pallet Stacker				
4.0	ACP Covers for Truck Bay (including Rubber Stopper for Container Vans)				
	ACP Cover Top and Sides				
	Industrial Rubber Stopper for Trucks				
GRAND TOTAL COST				Php	150,000,000.00

Note: All values mentioned above can be subjected to change based on the contractors design and specifications

Section XII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

The Technical Component shall contain the following documents listed below. Kindly put tab markings/dog-ear codes on each of the requirements and arrange the documents in proper order.

Bidders are encouraged to submit the Technical and Financial Documents in two (2) copies for the following purposes:

1. **Original Copy** – reference of the CEFA SBAC during the Opening of Bids/Evaluation and to be attached to the payment/voucher of the contractor/supplier
2. **Copy No. 1** - reference of the Technical Working Group for the conduct of Post-qualification

(Please refer to page 114 “SAMPLE GUIDE FOR MARKING OF BIDS”)

ANY discrepancy/insufficient or incomplete documents between the original and duplicate copies, the original shall prevail. Any document lacking in the bid envelope marked as ORIGINAL, the bid requirement will be marked as failed.

TECHNICAL COMPONENT (1st Envelope) please prepare in two (2) copies one original & one (1) duplicate copy (Copy No. 1).

(Please refer to page 114 “SAMPLE GUIDE FOR MARKING OF BIDS”)

	ELIGIBILITY AND TECHNICAL DOCUMENTS
1	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR
2	Statement of the prospective bidder of All Ongoing Government and Private Contracts including contract awarded but not yet started., if any, whether similar or not similar in nature and complexity to the contract to be bid AND
3	Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid within the last five (5) years supported by any of the following: <ul style="list-style-type: none"> • End-user’s certificate of acceptance or equivalent document in case of private sector contracts • Official Receipt(s)/ Sales Invoice issued for the completed project/contract.
4	Special PCAB License in case of Joint Ventures; and registration for the type and cost of the contract to be bid
5	Original Copy of Bid Security (any of the following:): <ul style="list-style-type: none"> ▪ Notarized Bid Securing Declaration (with IB No.) original and duly signed OR ▪ Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank (2% of the total ABC) OR ▪ Surety Bond with certification issued by the Insurance Commission (5% of the total ABC)

6	Project Requirements, which shall include the following: a. Organizational chart for the contract to be bid; b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data; c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be;
7	Notarized 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.
8	Computation of Net Financial Contracting Capacity (NFCC) at least equivalent to the total Approved Budget for the Contract (ABC) OR Committed Line of Credit from Universal or Commercial Bank (10% of ABC) in lieu of its NFCC Computation.
9	Duly signed Joint Venture Agreement (JVA) if applicable 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.
10	Certificate of Site Inspection duly signed by the BAI Division Chief/authorized representative from the BAI (see attached form)

Additional Documentary Requirements (enclosed in Technical Component Envelope) as per Annex G:

1. Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring entity
2. Design and Construction Method
3. List of Design and Construction Personnel to be assigned to the contract to be bid, with their complete qualification and experience data; and
4. Value Engineering Analysis of Design and Construction Method

FINANCIAL COMPONENT (2nd Envelope) please prepare in two (2) copies one original & one (1) duplicate copy (Copy No. 1)

(Please refer to page 122 "SAMPLE GUIDE FOR MARKING OF BIDS")

	FINANCIAL DOCUMENTS
1	Financial Bid Form (original and duly signed) <i>Other documentary requirements under RA No. 9184</i>

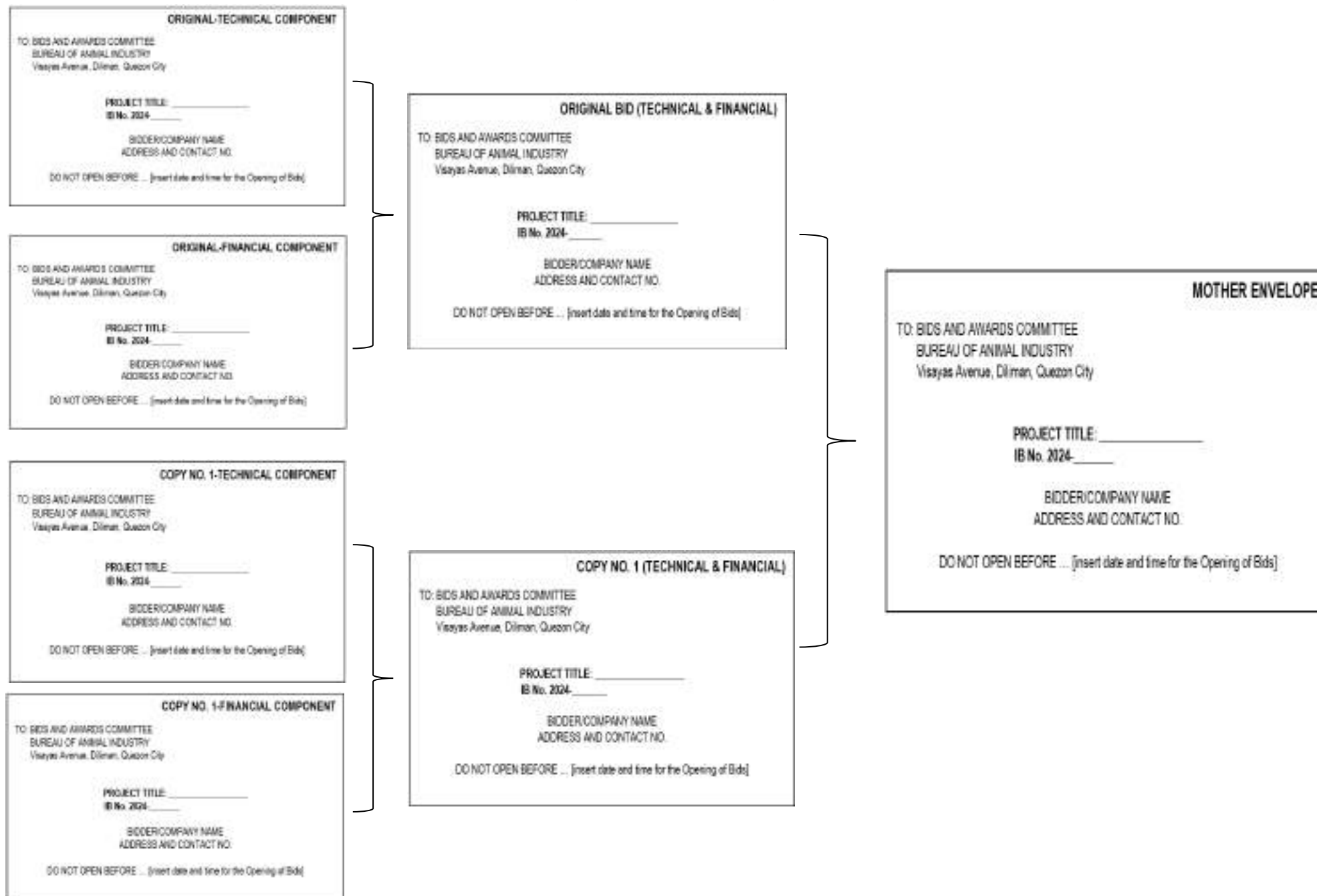
2	Original of duly signed Bid Prices in the Bill of Quantities
3	Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment ¹ rentals used in coming up with the Bid
4	Cash Flow by Quarter

Additional Documentary Requirements as per Annex G:

1. Lump-sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid form
2. Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rental used in coming up with the bid; and

Cash Flow by the quarter and payment schedule.

SAMPLE GUIDE FOR MARKING OF BIDS (7 ENVELOPES)



SAMPLE GUIDE FOR SEALING OF BIDS (7 ENVELOPES)

- All envelopes shall be duly signed in the sealed overlaps or flaps by the bidder or duly authorized representative in order to maintain the integrity of the documents.



Other Additional Instruction/s:

FOR GOODS AND INFRASTRUCTURE PROJECTS

- All bidders shall upload and maintain in PhilGEPS a current and updated file of the following Class “A” eligibility documents under Sections 23.1(a) and 24.1(a) of RA 9184.

Refer for PhilGEPS Advisory No. 2022-039 dated December 10, 2022

- The notarized documents particularly the Bid Securing Declaration (BSD) and the Omnibus Sworn Statement (OSS) should have two different Document Number certified by the notary public, as these are two different or separate documents.

All notarized documents should have a dry seal.

- Declare ALL ongoing Government and Private Contracts (including contract awarded but not yet started, whether similar or not similar in nature.

FOR INFRASTRUCTURE PROJECTS

- Do not add/delete items in the issued bid form/detailed estimates for infrastructure projects (modification of bid form).
- Bidders are advised to distribute the discounts offered (if applicable) to the detailed estimates instead in the bid form.
- The Certificate of Site Inspection should be signed by the Division Chief or his/her authorized representative from the BAI.



CERTIFICATE OF SITE INSPECTION

Project IB No.	
Project Title	
Location of Project	
Company/Bidder	
Address	
Representative/Inspector	
Date of Inspection	

Division Chief/Authorized BAI Representative

Bid Form for the Procurement of Infrastructure Projects
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines³ 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].

³ currently based on GPPB Resolution No. 09-2020

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS
(including awarded but not yet started, whether similar or not similar in nature)

Name of the Contract	Date of the Contract	Contract Duration	Owner's name and Address	Nature of Work	Contractor's role (sole/subcon/partner in a JV)	Total contract value at award	Date of Completion or estimated completion time	Percentage of planned and actual accomplishments	Value of outstanding works (if applicable)
1	2	3	4	5	6	7	8	9	10
TOTAL OF ALL ONGOING CONTRACTS									P

Note: If no ongoing contract, the bidder shall state “none”.

Name of Company : _____

Name and Signature of bidder/authorized signatory: _____

Date Accomplished : _____

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC)
SIMILAR TO THE CONTRACT TO BE BID
(at least **50%** of the ABC within the last five (5) years)

Name of the Contract	Date of the Contract	Contract Start Date and Completion	Owner's name and Address	Nature of Work	Contractor's role (sole/subcon/partner in a JV)	Total as-built cost at completion
1	2	3	4	5	6	7
SINGLE LARGEST COMPLETED CONTRACT (SLCC)						P

Note: This Statement (SLCC) shall be supported by any of the following:

- a) Owner's Certificate of Final Acceptance issued by the project owner other than the contractor; OR**
- b) Final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES); OR**
- c) In case of contracts with the private sector, an equivalent document shall be submitted**

Name of Company : _____

Name and Signature of bidder/authorized signatory: _____

Date Accomplished : _____

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects 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.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

	Amount
Current Assets	P
Less: Current Liabilities	P
Sub-Total	P
Multiplied by 15	P
Sub-Total	P
Less: Value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.	P
NET FINANCIAL CONTRACTING CAPACITY (NFCC)	P

Name of Company : _____

Name and Signature of bidder/authorized signatory:_____

Date Accomplished : _____

BID SECURING DECLARATION FORM

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

BID SECURING DECLARATION

IB NO. CEFA-SB-2024-007

To: **BUREAU OF ANIMAL INDUSTRY**

Visayas Avenue, Diliman

Quezon City

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Doc No. _____

Book No. _____

Page No. _____

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OMNIBUS SWORN STATEMENT
[shall be submitted with the Bid]

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

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Republic of the Philippines



Government Procurement Policy Board