

Project Identification No. NFA-NCR-2022-INFRA-09

PROCUREMENT OF INFRASTRUCTURE SERVICES FOR THE UPGRADING OF ELECTRICAL SYSTEM AND REPAIR OF FLOOR CRACKS OF NFA MFC WAREHOUSES 3 & 4 LOCATED AT VALENZUELA CITY

NFA NCR BIDDING DOCUMENTS

Date of Issue: July 29, 2022

Procurement of Infrastructure Services for the Upgrading of Electrical System and Repair of Floor Cracks of NFA MFC Warehouses 3 & 4 located at Valenzuela City

Project Identification No.NFA-NCR-2022-INFRA-09

National Food Authority National Capital Region U.N. Avenue, Paco, Manila Tel. No. 8287-6408 Email: bac.ncr@nfa.gov.ph

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

- **PSA** Philippine Statistics Authority.
- SEC Securities and Exchange Commission.
- **SLCC** Single Largest Completed Contract.
- UN United Nations.

Section I. Invitation to Bid



United Nations Avenue, Paco, Manila Tel. No. (02) 563-94-56

ncr@nfa.gov.ph www.nfa.gov.ph

INVITATION TO BID

PROCUREMENT OF INFRASTRUCTURE SERVICES FOR THE UPGRADING OF ELECTRICAL SYSTEM AND REPAIR OF FLOOR CRACKS OF NFA MFC WAREHOUSES 3 & 4 LOCATED AT VALENZUELA CITY

- 1. The National Food Authority National Capital Region (NFA-NCR), through the CY 2022 Corporate Operating Budget intends to apply the sum of Four Million Twenty Three Thousand Sixty Eight and 80/100 Pesos (P4,023,068.80) being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of Infrastructure Services for the Upgrading of Electrical System and Repair of Floor Cracks of NFA MFC Warehouses 3 & 4 located at Valenzuela City. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The NFA-NCR now invites bids for the above Procurement Project. Completion of the Works is required *Ninety (90) calendar days from the date of commencement of work as specified in the Notice to Proceed*. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Interested bidders may obtain further information from NFA-NCR RBAC Secretariat and inspect the Bidding Documents at the address given below from Monday to Friday at 8:00 AM to 5:00 PM (except Holidays) at 8:00 AM to 5:00 PM.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on August 02, 2022 to August 23, 2022 from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of P5,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
- The NFA-NCR will hold a Pre-Bid Conference on August 09, 2022 (Tuesday), 9:00
 A.M. at 3rd Floor, J. Dela Cruz Hall, NFA-NCR Building, U.N. Avenue, Paco, Manila, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before August 23, 2022 (Tuesday) not later than 8:45 A.M. Late bids shall not be accepted.

- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
- 9. Bid opening shall be on August 23, 2022 (Tuesday), 9:00AM at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The NFA-NCR 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.
- 11. For further information, please refer to:

DENNIS C. LUCMAN RBAC Secretariat NFA-National Capital Region U.N. Avenue, Paco, Manila Telefax Numbers: 8287-6408 Email Address: <u>bac.ncr@nfa.gov.ph</u>

12. You may visit the following websites:

For downloading of Bidding Documents: www.nfa.gov.ph, www.philgeps.gov.ph

July 29, 2022 (Date of Issue)

1 .

GERARD V. LIM Assistant Regional Manager and RBAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, NFA-NCR invites Bids for the Procurement of Infrastructure Services for the Upgrading of Electrical System and Repair of Floor Cracks of NFA MFC Warehouses # 3 & 4 located at Valenzuela City with Project Identification Number NFA-NCR-2022-INFRA-09.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2022 in the amount of Four Million Twenty Three Thousand Sixty Eight and 80/100 Pesos (P4,023,068.80).
- **2.2.** The source of funding is: **the Corporate Operating Budget.**

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

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

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that: Subcontracting is not allowed.

8. **Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **December 21, 2022.** Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause								
5	The prospective bidder should be knowledgeable of Republic Act (RA) 9184 and its revised Implementing Rules and Regulations (IRR).							
	The prospective bidder should carefully examine the bidding documents and follow all instructions stated therein.							
	Bidders are encouraged to review all the documents provided as well as the provisions of RA 9184 and its Revised IRR. Whatever items/issues which need clarification can be raised during the pre-bidding conference.							
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Building Construction/Repairs</i>							
7.1	Subcontracting is not allow	ved.						
10.1	Each Bidder shall submit t	the following;						
10.4	 The <u>first envelope-Technical Component</u> shall contain: Folder 1 - marked "copy 1" shall contain original copy or <u>notarized photocopy of the original</u> of Legal, Technical and Financial documents. Folder 2 - marked "copy 2" shall contain certified true copies of Legal, Technical and Financial documents Folder 3 - marked "copy 3" shall contain certified true copies of Legal, Technical and Financial documents 							
10.4	below:	meet the required minimu	m years of experience set					
	Key Personnel	General Experience	Relevant Experience					
	Civil Engineer	A licensed Civil Engineer with at least one (1) year experience as Project Engineer	A licensed Civil Engineer with at least one (1) year experience as Project Engineer					
	ElectricalEngineer/A licensedElectricalA licensedElectricalMaster ElectricianEngineer/registeredEngineer/registeredEngineer/registeredMaster Electrician withat least one (1) yearat least one (1) yearexperienceexperienceexperience							
	Foreman	With at least one (1) year experience as Foreman	With at least one (1) year experience as Foreman					

ITB Clause						
	SafetyandHealthWith at leastOfficeryearexperiedSafetyandOfficer					
10.5	The minimum major equipment requirement	ents are the following:				
	Equipment	Number of Units				
	Scaffolding	6 sets				
	Power tools (i.e. angle grinder and	1 set				
	electric drill)					
	Welding Machine	1 set				
11.1	The second envelope-Financial Componer	<u>nt</u> shall contain:				
	Folder 1- marked "original cop Proposal	y" shall contain the original Bid				
	Folder 2- marked "copy 1" shall contain certified true copy of Proposal					
	Folder 3 -marked "copy 2" shall c Proposal	contain certified true copy of the Bid				
	The documents must be arranged and chronology of documents as per <i>Section Financial Documents</i>	±				
	All envelopes shall:					
	a. Contain the name of the c	contract to be bid in capital letters				
	b. Bear the name and address of the bidder in capital letters					
	c. Be addressed to the NFA	-NCR RBAC				
	Bear a warning "DO NO	ication of this bidding process; and T OPEN BEFORE August 23, 2022 " the date and time for the opening				
12	Not Applicable					
15.1	The bid security shall be in the form of a the following forms and amounts:a. The amount of not less than <u>₽80</u>	9,461.38, if bid security is in cash,				
	cashier's/manager's check, bank	draft/guarantee or irrevocable letter				

ITB Clause							
	of credit;						
	1. The survey of $a + 1$ and $b = \frac{1}{2} \frac{1}{122} 1$						
	b. The amount of not less than $\underline{\mathbb{P}201,153.44}$, if bid security is in Surety						
10.0	Bond.						
19.2	Partial bids are not allowed.						
20	Within a non-extendible period						
	Bidder of the notice from the E						
	Bid, the Bidder shall submit its la						
	paid through the BIR Electronic	Filling and Fayn	lient System (errS)				
	a. 2 nd Quarter 2022 Income	e Tax Return					
	-		Quarterly Value Added Tax);				
	to wit:						
		FOR	FOR CORPORATION,				
	DOCUMENTS	INDIVIDUAL	PARTNERSHIP AND				
	PARTICULARS	TAXPAYER BIR Forms	OTHER NON-INDIVIDUAL TAXPAYER				
		No.	BIR Forms No				
	a) 2 nd Quarter 2022 Income 1701Q 1702Q						
	Tax Returnb) 2ndQuarter2022Business	2550Q	2550Q				
	Tax Return(Quarterly Value	2330Q	2350Q				
	Added Tax)						
21	Additional contract documents re		roject that may be required by				
	existing laws and/or the Procurin	• •					
	1. Construction schedule and	d S-curve					
	2. Manpower schedule						
	3. Construction methods	1 1					
	4. Equipment utilization sch						
	5. Construction safety and h						
			poxy applicator or installer of				
	personnel directly involve	ved in the appli	cation.				

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

- 4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the SCC, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

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

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

5. **Performance Security**

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC supplemented by any information obtained by the Contractor.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. **Progress Payments**

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Not Applicable
4.1	The PROCURING ENTITY shall give possession of all parts of the Site
	to the Contractor upon issuance of the Notice to Proceed.
4	A. OBLIGATION OF THE CONTRACTOR
	1. That the winning bidder shall initiate and cause the securing of Building Permits and other documents required by the Local Government Unit (LGU) concerned and at the same time shall shoulder all incidental expenses pertinent thereto.
	2. The contractor shall be responsible for the insurance of their workers in case of injury and death due to accident during the period of construction.
	3. The contractor shall be liable for any misdemeanor, misconduct, and negligence of each worker that may cause damage to NFA properties and injury to employees and other third parties during the period of construction.
	4. The contractor shall furnish NFA with a list of its workers that will be involved in the construction work and shall require the wearing of uniform and ID.
	5. Electric and water consumption in the construction work shall be for the account of the contractor based on NFA computation.
	6. Materials to be used as specified in the plan shall be inspected and marked upon delivery to avoid installation of under specs materials. Complete material list with technical specifications shall be submitted to NFA prior to delivery for approval by the NFA Project Engineer
	7. In case of correction or rejection of works, the Contractor before re-fabrication/reconstruction, shall also submit to NFA for approval the corrective drawings / sketch as well as installation / laying procedures and such measures will not be considered as a cause for the delay of work.
	B. INSPECTION AND ACCEPTANCE
	Construction materials to be used in this project shall be inspected by NFA Project Inspector or its representative to

	NFA MFC Warehouses 3 & 4 located at Valenzuela Cit
	ascertain its conformance with NFA specifications.
	C. REPORTS AND TIME SCHEDULE
	The duration of the project is Ninety (90) calendar days. The contractor shall prepare and submit to the NFA Project Inspector weekly accomplishment report.
	The contractor shall provide and maintain at the project site the following: 1. Logbook or Log Sheet to record day-to-day activities
	such as the utilization of manpower, equipment and tools, etc.
	2. Daily Weather Report Chart
	The record book and daily weather report must be updated throughout the construction period and always readily available for inspection by the designated NFA Project Inspector and shall be one of the bases for the approval for the request of time extension.
	D. OTHER CONDITIONS
	All bid prices for the duration of the contract or as extended shall be fixed and shall not be adjusted during contract implementation.
6	The prospective bidder should inspect the physical condition of the site and its surrounding and he should obtain for himself all the necessary information as to risks contingencies and other circumstances which may influence or affect his bid offer.
	Actual Site Inspection is required and shall be undertaken by the Bidder and an Affidavit of Site Inspection (FORM I) shall be submitted.
7.2	Two (2) years.
10	No day works are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>fifteen (15) calendar days</i> of delivery of the Notice of Award.
14	A. Progress Payments
	The NFA shall pay the Contractor based on percentage of work completion at 50% and 100% within fifteen (15) working days from receipt of the claim vouchers complete with all supporting documents in accordance with the usual accounting and auditing rules and regulations.
	The first progress payment may be paid by the NFA to the Contractor

 NFA MFC Warehouses 3 & 4 located at Valenzuela C
provided that at least fifty percent (50%) of the work has been
accomplished as certified by the designated NFA Project Inspector.
B. Retention
The NFA shall retain from each progress payment due to the Contractor
an amount equal to ten percent (10%) referred to as "retention money"
pursuant to the provisions of RA 9184 and its IRR.

Section VI. Specifications

SCOPE OF WORKS:

The works covered under this project include:

- 1. Mobilization
- 2. Dismantling of old wiring, lighting fixtures and panel board
- 3. Installation of electrical system (lighting, convenience outlet, panel board and electrical sub meter)
- 4. Replacement of lighting fixtures and bulb at MFA Warehouse Supervisor's Off
- 5. Repair of floor cracks, holes, and construction joints
- 6. Painting of pile locator at MFC Warehouses 3 & 4
- 7. Demobilization

.

Section VII. Drawing









LOAD SCHEDULE & DESIGN COMPUTATIONS:

CKT.	BRE	EAKER	8	DESCRIPTION OF LOADS	10170				SIZE OF
NO.	AT	AF	Ρ	DESCRIPTION OF LOADS	VOLIS	WATTS	AMP	SIZE OF WIRE	CONDUIT
LPP	6				M.				
¥.	20		2P	14-2X 18W LED TUBE UGHD	230	504	2.19	2 x 3.5 mm sq. THHN	15mm ø
2	20.		2P	2-2 X 16W LED TURE LIGHT 5 - 150W LED HIGH BAY LIGHT		822	3.57		
3	20	97	2P	16-2X 18W LED TUBE LIGHT	2)—(3)	\$76	2.50	S	
4	20	92	2P	2-2X 18W LED TUBE LIGHT 5 - 150W LED HIGH BAY LIGHT	20-03	822	3.57	S	
5	20	2 ²	2P	6-CONVENIENCE CUILET	3)—(S	1200	5.22	\checkmark	
0	60	e7	2P	OFFICE 2 - 1.5 PH ARCONDIGONDIG 5 - 2.X 18W LED TUBELIGHT 9 - COMPRIENCE OULLET	2-2-	4188	18.2	2 x 8.0 mm sq. THHN	20mm ø
7)	60	×	29	SPARE	-86	5000	21.7	N	
8	20.	2	2P	SPARE	20-0	1200	5.22	S	
	1		2		\checkmark	57 <u> </u>	97	57 S	
	ó.	3	5	TOTAL	0.1	3	62.17	6	

26	STREET, STREET		MORE T		the second se			1000100
The second			AND REPAIR OF ELECTRICAL SYSTEM AND REPAIR OF LOOD CAUCHOR CALLS AT NATIONAL FOOD AUTHORITY			THORITY	\bigcirc	
2 1 2	ADDISCUSS	100. HD (LOCHEN	2	and a		APROXEM 1	
	1.154 M	REC. NO	NFA COMPOUND, ACA, MALANDAY		5			
Contra C	CODEN BY	mand Deck	VALENZUELA CITY	PROVIDE:	CERNED C. MAHOLO	ERACIO M. GUARDAHO	NY DUN PRIME	\checkmark
Project Identification No. NFA-NCR-2022-INFRA-09 Procurement of Infrastructure Services for the Upgrading of Electrical System and Repair of Floor Cracks of NFA MFC Warehouses 3 & 4 located at Valenzuela City

Section VIII. Bill of Quantities

Bill of Quantities

Projec Title	et Procurement of Infrastructure Se Electrical System and Repair of F Warehouses 3 & 4 located at Vale	loor Cracks of			
ltem	Description Quantity/ Unit		Approved Budget for the Contract		
I.	MOBILIZATION/DEMOBILIZATION	1 lot	10,000.00		
II.	OCCUPATIONAL SAFETY AND HEALTH PROGRAM	1 lot	11,550.00		
III.	UPGRADING OF ELECTRICAL SYSTEM - MFC 3 & 4 WAREHOUSES				
	LED High Bay Light 150W with Reflector	20 pcs			
	Weather Proof fixtures 1.2m with 2 x 18W LED Light	68 sets			
	12 x 48 louver housing surface mounted 2 x 18W LED	6 sets	_		
	6" Pin Light surface mounted type 12W	10 sets	-		
	2 Gang universal outlet	20 sets	_		
	Switch 1 Gang	vitch 1 Gang 31 pcs			
	Weather Proof Switch 1 Gang	20 pcs	-		
	Amco box	67 pcs	-		
	Electrical wire 2.0 mm ² THHN	3 boxes			
	Electrical wire 3.5 mm ² THHN	39 boxes	_		
	Electrical wire 8.0 mm ² THHN	14 boxes			
	PVC Electrical Conduit 1/2 Ø	384 lgth	1,382,436.56		
	PVC Electrical Conduit 3/4 Ø	79 lgth			
	PVC Electrical Junction Box 4 x 4 with Cover	Inction Box 4 x 4 with Cover 108 pcs			
	Electrical sub meter 3 phase 230V	_			
	Saddle Clamp with 2 holes $1/2 \phi$	100 pcs			
	Saddle Clamp with 2 holes 3/4 Ø	40 pcs			
	Surface socket outlet with MCB 30A	4 pcs	_		
	Industrial Circuit Breaker 60A 3 phase 230V with enclosure NEMA 3R	2 sets	_		
	8 Branches 100AF/100AT 2P , 230V, Bolt on with NEMA 3R Enclosure (20A 6 pcs) (60A 2 pcs)	2 sets			
	3 branches Circuit Breaker 60A Main Branches 20A and 30A	1 set	-		
	G.I. Wire #16	6 kgs	-		
	Electrical Tape	40 pcs	-		
	Scaffolding (rental)	1 lot			

Project Title : Procurement of Infrastructure Services for the Upgrading of Electrical System and Repair of Floor Cracks of NFA MFC Warehouses 3 & 4 located at Valenzuela City

ltem	Description	Quantity/ Unit	Approved Budget for the Contract
	QDE Paint white and Gray	12 gals	
	Paint Brush 2"	20 pcs	
	Paint thinner	1 gal	
	Rags	4 bundle	
IV.	REPAIR OF FLOOR CRACKS, HOLES, AND CONSRTUCTION JOINTS		
	i. MFC 3 Warehouse		
	Construction Joints		
	Surface Preparation	679.31 sq. m.	
	Sealant Works	522.55 sq.m	
	Epoxy Grout	136 sets	
	Concrete Repair		
	Removal of spalled topping	165.00 sq. m.	
	Sealant Works	165.00 sq. m.	
	Epoxy Grout	33 sets	2,619,082.2
	Miscellaneous/ Consumables	1 lot	_,•.•,••
	Hauling and disposal of debris	1 lot	
	ii. MFC 4 Warehouse		
	Construction Joints		
	Surface Preparation	892.10 sq. m.	
	Sealant Works	522.55 sq. m.	
	Epoxy Grout	179 sets	
	Concrete Repair		
	Removal of spalled topping	407.66 sq. m.	
	Sealant Works	407.66 sq. m.	
	Epoxy Grout	82 sets	
	Miscellaneous/ Consumables	1 lot	
	TOTAL		₱4,023,068.8

Project Identification No. NFA-NCR-2022-INFRA-09 Procurement of Infrastructure Services for the Upgrading of Electrical System and Repair of Floor Cracks of NFA MFC Warehouses 3 & 4 located at Valenzuela City

Section IX. Checklist of Technical and Financial

Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

- (b) Registration certificate from Securities and Exchange Commission (SEC),
- Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;

<u>and</u>

or

(c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;

<u>and</u>

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

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (FORM A); and
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
 (FORM B)and
 - (g) Philippine Contractors Accreditation Board (PCAB) License Category "C & D";

<u>or</u>

Special PCAB License in case of Joint Ventures;

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

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

<u>or</u>

Original copy of Notarized Bid Securing Declaration (FORM C); and

- (i) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid(FORM D);

- 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;(FORM E, FORM F, FORM G, FORM H)

- 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 (FORM I); and
- (j) Original duly signed Omnibus Sworn Statement (OSS) (FORM J);
- **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.

Financial Documents

- (k) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- (1) The prospective bidder's computation of Net Financial Contracting Capacity
 □ (NFCC) (FORM K).

Class "B" Documents

(m) If applicable, duly signed joint venture agreement (JVA) in accordance with
 □ RA No. 4566 and its IRR in case the joint venture is already in existence;
 or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

□ (n) Original of duly signed and accomplished Financial Bid Form (FORM M); and

Other documentary requirements under RA No. 9184

- (o) Original of duly signed Bid Prices in the Bill of Quantities(FORM N); and
- □ (p) Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipmen rentals used in coming up with the Bid; **and**
- \Box (q) Cash Flow by Quarter.

FORM A

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LIST OF ALL ONGOING GOVERNMENT & PRIVATE CONSTRUCTION CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name Business Address

Name of Contract/	a. Owner Name	Nature of	Contractor's R	ole	a. Date Awarded	% of Accompl	ishment	Value of Outstanding
Project Cost			%	b. Date Started c. Date of Completion	Planned	Actual	Works/ Undelivered Portion	
Government								
<u>Private</u>								
						Total Cost		
loto: This statement shall be supported with:								

Note: This statement shall be supported with:

1. Notice of Award and/or Contract

2. Notice to Proceed issued by the Owner

3. Certificate of Accomplishments signed by the Owner or Project Engineer

Submitted by	:	

:

(Printed Name & Signature)

Designation Date

FORM B

NATIONAL FOOD AUTHORITY National Capital Region Standard Form Number: SF-INFR-16 Project Identification No. NFA-NCR-2022-INFRA-09 Procurement of Infrastructure Services for the Upgrading of Electrical System and Repair of Floor Cracks of NFA MFC Warehouses 3 & 4 located at Valenzuela City

SINGLE LARGEST COMPLETED CONTRACT WHICH ARE SIMILAR IN NATURE

Business Name ÷ **Business** Address **Contractor's Role** a. Date Awarded a. Owner Name a. Amount at Award **b.** Contract Effectivity Name of Contract **b.** Address Nature of Work **b.** Amount at Completion Description % c. Date Completed c. Telephone Nos. c. Duration Government Private **Note:** This statement shall be supported with: 1. Contract CPES rating sheets and/or Certificate of Completion 2. 3. Certificate of Acceptance Submitted by : (Printed Name & Signature) Designation :

Date

:

FORM C

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.

BID SECURING DECLARATION Project Identification No.: NFA-NCR-2022-INFRA-09

To: NATIONAL FOOD AUTHORITY National Capital Region U.N. Avenue, Paco, Manila

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]

FORM D

NATIONAL FOOD AUTHORITY National Capital Region Standard Form Number: SF-INFR-44 Project Identification No. NFA-NCR-2022-INFRA-09 Procurement of Infrastructure Services for the Upgrading of Electrical System and Repair of Floor Cracks of NFA MFC Warehouses 3 & 4 located at Valenzuela City

Contractor's Organizational Chart for the Contract

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

Attach the required Proposed Organizational Chart for the Contract as stated above

FORM E

NATIONAL FOOD AUTHORITY National Capital Region Standard Form Number: SF-INFR-45 Project Identification No. NFA-NCR-2022-INFRA-09 Procurement of Infrastructure Services for the Upgrading of Electrical System and Repair of Floor Cracks of NFA MFC Warehouses 3 & 4 located at Valenzuela City

Contractor's Letter-Certificate to Procuring Entity

Date of Issuance

Name of the Head of the Procuring Entity Position of the Head of the Procuring Entity Name of the Procuring Entity Address of the Procuring Entity

Dear Sir / Madame: Supplementing our Organizational Chart for the Contract, we have the honor to submit herewith, and to certify as true and correct, the following pertinent information:

- 2. The said Engineer shall be designated by us as our <u>(Designation)</u> to personally perform the duties of the said position in the above-mentioned Project, if and when the same is awarded in our favor.
- 3. That said Engineer shall employ the best care, skill and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, Special Provisions, and other provisions embodied in the proposed contract.
- 4. That said Engineer shall be personally present at the jobsite to supervise the phase of the construction work pertaining to this assignment as (<u>Designation</u>), all the time.
- 5. That, in order to guarantee that said Engineer shall perform his duties properly and be personally present in the Job Site, he is hereby required to secure a certificate of appearance for the Procuring Entity Engineer at the end of every month.
- 6. That, in the event that I/we elect or choose to replace said (<u>Designation</u>) with another Engineer, the Procuring Entity will be accordingly notified by us in writing at least twenty one (21) days before making the replacement. We will submit to the Procuring Entity, for prior approval, the name of the proposed new (<u>Designation</u>), his qualifications, experience, list of projects undertaken and other relevant information.
- 7. That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of the Procuring Entity.

Very truly yours,

(Authorized Representative of Bidder)

CONCURRED IN:

(Name of Engineer)

(Address)

FORM F

NATIONAL FOOD AUTHORITY National Capital Region Standard Form Number: SF-INFR-46 Project Identification No. NFA-NCR-2022-INFRA-09 Procurement of Infrastructure Services for the Upgrading of Electrical System and Repair of Floor Cracks of NFA MFC Warehouses 3 & 4 located at Valenzuela City

Key Personnel's Certificate of Employment

Issuance Date

Name of the Head of the Procuring Entity Position of the Head of the Procuring Entity Name of the Procuring Entity Address of the Procuring Entity

Dear Sir / Madame:

I am<u>(Name of Nominee</u>) a Licensed _____ Engineer with Professional License No. _____ issued on <u>(date of issuance)</u> at(place of issuance).

I hereby certify that (Name of Bidder) has engaged my services as (Designation) for (Name of the Contract), if awarded to it.

As (Designation), I supervised the following completed projects similar to the contract under bidding):

NAME OF PROJECT	OWNER	COST	DATE COMPLETED
At present, I am supervisi	ng the following projects:		
NAME OF PROJECT	<u>OWNER</u>	<u>COST</u>	DATE COMPLETED

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the (Name of the Procuring Entity) at least twenty one (21) days before the effective date of my separation.

As(Designation), I know I will have to stay in the job site all the time to supervise and manage the Contract works to the best of my ability, and aware that I am authorized to handle only one (1) contract at a time.

I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of <u>(Designation)</u> therefore, if the contract is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as <u>(Designation)</u> in any future <u>(Name of the Procuring Entity)</u> bidding or employment with any Contractor doing business with the <u>(Name of the Procuring Entity)</u>.

(Signature of Engineer)

DRY SEAL Republic of the Philippines)) S.S.

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 2006 affiant exhibiting to me his Residence Certificate No. _____ issued on _____ at ____.

Notary Public Until December 31, 20____

Doc. No.	;
Page No.	;
Book No.	;
Series of	;

FORM G

NATIONAL FOOD AUTHORITY National Capital Region Standard Form Number: SF-INFR-46 Project Identification No. NFA-NCR-2022-INFRA-09 Procurement of Infrastructure Services for the Upgrading of Electrical System and Repair of Floor Cracks of NFA MFC Warehouses 3 & 4 located at Valenzuela City

KEY PERSONNEL (FORMAT OF BIO-DATA)

Give the detailed information of the for			e scheduled to	be assigned as full-time
field staff for the project. Fill up a form		n.		
- Authorized Managing Officer / Repres	sentative			
 Sustained Technical Employee 				
1. Name :			_	
1. Name : 2. Date of Birth :				
3. Nationality :				
4. Education and Degrees :				
5. Specialty :				
6. Registration :7. Length of Service with the Firm :				
7. Length of Service with the Firm :	Year	From	(months)	_ (year)
		То	(months)	_ (year)
8. Years of Experience :				
9. If Item 7 is less than ten (10) years,			ervice with prev	vious employers for a ten
(10)-year period (attached additional sh				
Name and Address of Employer		Length of S		
		year(s) from	1 to	
		year(s) from	1 to	
		_ year(s) fror	n to _	
10. Experience:				
This should cover the past ten (10) year			d as many pag	es as necessary to show
involvement of personnel in projects us	ing the format	below).		
1. Name	:			
2. Name and Address of Owner	:			
3. Name and Address of the				
4. Owner's Engineer	:			
(Consultant)				
5. Indicate the Features of Project				
(Particulars of the project				
Components and any other particula				
interest connected with the project)	:			
6. Contract Amount Expressed in				
Philippine Currency	:			
7. Position	:			
8. Structures for which the employee				
was responsible	:			
9. Assignment Period	: from	_ (months) _	(years))
	: to (n	nonths)	(years)	

Name and Signature of Employee

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

(Place and Date)

(The Authorized Representative)

FORM H

NATIONAL FOOD AUTHORITY National Capital Region Standard Form Number: SF-INFR-48

Project Identification No. NFA-NCR-2022-INFRA-09

Procurement of Infrastructure Services for the Upgrading of Electrical System and Repair of Floor Cracks of NFA MFC Warehouses 3 & 4 located at Valenzuela City

Qualification of Key Personnel Proposed to be Assigned to the Contract

Business Name : ______ Business Address : _____

		Project Manager/Engineer	Electrical Engineer/ Master Electrician	Foreman	Safety and Health Officer	Other positions deemed required by the Applicant for this project
1.	Name					
2.	Address					
3.	Date of Birth					
4.	Employed Since					
5.	experience					
6.	Previous Employment					
7.	Education					
8.	PRC License					

Submitted by	:	
-		(Printed Name & Signature)
Designation	:	
Date	:	



NATIONAL FOOD AUTHORITY National Capital Region Standard Form Number: SF-INFR-49

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

Business Name Business Address

Description	Model/Year	Capacity/ Performance/ Size	Plate No.	Motor No./ Body No.	Location	Condition	Proof of Ownership/ Lessor or Vendor

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

[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]

FORM K

Project Identification No. NFA-NCR-2022-INFRA-09 Procurement of Infrastructure Services for the Upgrading of Electrical System and Repair of Floor Cracks of NFA MFC Warehouses 3 & 4 located at Valenzuela City

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

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

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

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

NFCC = [(current assets - current liabilities) (15)] minus value of all outstanding or uncompleted portion of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NFCC = P _____

OR

Committed Line of Credit (CLC) issued by a Universal or Commercial Bank in the amount at least equal to 10% of the ABC to be bid.

Name of Bank: ______ Amount: _____

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year and the cash deposit certificate or certificate of commitment from a licensed bank to extend a credit line.

Submitted by:

Name of Firm / Contractor

Signature of Authorized Representative Date: _____

NOTE:

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

FORM L

NATIONAL FOOD AUTHORITY National Capital Region Standard Form Number: SF-INFR-51 Project Identification No. NFA-NCR-2022-INFRA-09 Procurement of Infrastructure Services for the Upgrading of Electrical System and Repair of Floor Cracks of NFA MFC Warehouses 3 & 4 located at Valenzuela City

AFFIDAVIT OF SITE INSPECTION

I, <u>(Representative of the Bidder)</u>, of legal age, <u>(civil status)</u>, Filipino and residing at <u>(Address of the Representative)</u>, under oath, hereby depose and say:

- 1. That I am the (<u>Position in the Bidder</u>) of the (<u>Name of the Bidder</u>), with office at (<u>Address</u> <u>of the Bidder</u>);
- 2. That I have inspected the site for <u>(Name of the Contract)</u>, located at <u>(location of the Contract)</u>;
- 3. That I am making this statement as part of the requirement for the Technical Proposal of the <u>(Name of the Bidder)</u> for <u>(Name of the Contract)</u>.
- IN FAITH WHEREOF, I hereby affix my signature this _____ day of ____, 20___ at ____, Philippines.

AFFIANT

(Notary Public)

Until _____ PTR No. _____ Date _____ Place _____ TIN

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

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

BID FORM

Date : _____

Project Identification No. : NFA-NCR-2022-INFRA-09

To: NATIONAL FOOD AUTHORITY

National Capital Region U.N. Avenue, Paco, Manila

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

FORM M

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 guidelines¹ for this purpose;

- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- I. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name:
Legal Capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

¹ currently based on GPPB Resolution No. 09-2020

Bill of Quantities

Project Title : Procurement of Infrastructure Services for the Upgrading of Electrical System and Repair of Floor Cracks of NFA MFC Warehouses 3 & 4

ltem	Description	Quantity/ Unit	Approved Budget for the Contract	BID/OFFER
Ι.	MOBILIZATION/DEMOBILIZATION	1 lot	10,000.00	
П.	OCCUPATIONAL SAFETY AND HEALTH PROGRAM	1 lot	11,550.00	
III.	UPGRADING OF ELECTRICAL SYSTEM - MFC 3 & 4 WAREHOUSES			
	LED High Bay Light 150W with Reflector	20 pcs	-	
	Weather Proof fixtures 1.2m with 2 x 18W LED Light	68 sets	-	
	12 x 48 louver housing surface mounted 2 x 18W LED	6 sets	-	
	6" Pin Light surface mounted type 12W	10 sets	_	
	2 Gang universal outlet	20 sets	_	
	Switch 1 Gang	31 pcs		
	Weather Proof Switch 1 Gang	20 pcs		
	Amco box	67 pcs		
	Electrical wire 2.0 mm ² THHN	3 boxes		
	Electrical wire 3.5 mm ² THHN	39 boxes		
	Electrical wire 8.0 mm ² THHN	14 boxes		
	PVC Electrical Conduit 1/2 Ø	384 lgth		
	PVC Electrical Conduit 3/4 Ø	79 lgth	1,382,436.56	
	PVC Electrical Junction Box 4 x 4 with Cover	108 pcs	1,002,100.00	
	Electrical sub meter 3 phase 230V	2 pcs	-	
	Saddle Clamp with 2 holes 1/2 Ø	100 pcs	-	
	Saddle Clamp with 2 holes 3/4 Ø	40 pcs	-	
	Surface socket outlet with MCB 30A	4 pcs]	
	Industrial Circuit Breaker 60A 3 phase 230V with enclosure NEMA 3R	2 sets		
	8 Branches 100AF/100AT 2P , 230V, Bolt on with NEMA 3R Enclosure (20A 6 pcs) (60A 2 pcs)	2 sets		
	3 branches Circuit Breaker 60A Main Branches 20A and 30A	1 set		
	G.I. Wire #16	6 kgs	-	
	Electrical Tape	40 pcs		
	Scaffolding (rental)	1 lot		
	QDE Paint white and Gray	12 gals		
	Paint Brush 2"	20 pcs		

Project Title : Procurement of Infrastructure Services for the Upgrading of Electrical System and Repair of Floor Cracks of NFA MFC Warehouses 3 & 4 located at Valenzuela City

ltem	Description	Quantity/ Unit	Approved Budget for the Contract	BID/OFFER
	Paint thinner	1 gal		
	Rags	4 bundle		
IV.	REPAIR OF FLOOR CRACKS, HOLES, AND CONSRTUCTION JOINTS			
	A. MFC 3 Warehouse			
	Construction Joints			
	Surface Preparation	679.31 sq. m.		
	Sealant Works	522.55 sq.m		
	Epoxy Grout	136 sets		
	Concrete Repair			
	Removal of spalled topping	165.00 sq. m.		
	Sealant Works	165.00 sq. m.	2,619,082.24	
	Epoxy Grout	33 sets	_,•.•,••=	
	Miscellaneous/ Consumables	1 lot		
	Hauling and disposal of debris	1 lot		
	B. MFC 4 Warehouse			
	Construction Joints			
	Surface Preparation	892.10 sq. m.		
	Sealant Works	522.55 sq. m.		
	Epoxy Grout	179 sets		
	Concrete Repair			
	Removal of spalled topping	407.66 sq. m.		
	Sealant Works	407.66 sq. m.		
	Epoxy Grout	82 sets		
	Miscellaneous/ Consumables	1 lot		
	TOTAL		₱4,023,068.80	

Name: _____

Legal Capacity: _____

Signature:

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

EXHIBIT 1

ILLUSTRATIONS ON MARKING AND SEALING

PROCEDURE ON BID DOCUMENTS SEALING



TECHNICAL COMPONENT MARKINGS

NOTE: Signature of bidder or authorized representative is required in the envelope.



SIGNATURE

PROCUREMENT OF INFRASTRUCTURE SERVICES FOR THE UPGRADING OF ELECTRICAL SYSTEM AND REPAIR OF FLOOR CRACKS OF NFA MFC WAREHOUSES 3 & 4 LOCATED AT VALENZUELA CITY

TECHNICAL COMPONENT (FIRST ENVELOPE)

REGIONAL BIDS AND AWARDS COMMITTEE (RBAC) NATIONAL FOOD AUTHORITY NATIONAL CAPITAL REGION

PROCUREMENT OF INFRASTRUCTURE SERVICES FOR THE UPGRADING OF ELECTRICAL SYSTEM AND REPAIR OF FLOOR CRACKS OF NFA MFC WAREHOUSES 3 & 4 LOCATED AT VALENZUELA CITY

DO NOT OPEN BEFORE 9:00 A.M. ON AUGUST 23, 2022

FINANCIAL COMPONENT MARKINGS

NOTE: Signature of bidder or authorized representative is required in the envelope.



SIGNATURE

PROCUREMENT OF INFRASTRUCTURE SERVICES FOR THE UPGRADING OF ELECTRICAL SYSTEM AND REPAIR OF FLOOR CRACKS OF NFA MFC WAREHOUSES 3 & 4 LOCATED AT VALENZUELA CITY

FINANCIAL COMPONENT (SECOND ENVELOPE)

REGIONAL BIDS AND AWARDS COMMITTEE (RBAC) NATIONAL FOOD AUTHORITY NATIONAL CAPITAL REGION

PROCUREMENT OF INFRASTRUCTURE SERVICES FOR THE UPGRADING OF ELECTRICAL SYSTEM AND REPAIR OF FLOOR CRACKS OF NFA MFC WAREHOUSES 3 & 4 LOCATED AT VALENZUELA CITY

DO NOT OPEN BEFORE 9:00 A.M. ON AUGUST 23, 2022

EXHIBIT 1

MOTHER ENVELOPE

NOTE: Signature of bidder or authorized representative is required in the envelope.



SIGNATURE

PROCUREMENT OF INFRASTRUCTURE SERVICES FOR THE UPGRADING OF ELECTRICAL SYSTEM AND REPAIR OF FLOOR CRACKS OF NFA MFC WAREHOUSES 3 & 4 LOCATED AT VALENZUELA CITY

ORIGINAL BID

REGIONAL BIDS AND AWARDS COMMITTEE (RBAC) NATIONAL FOOD AUTHORITY NATIONAL CAPITAL REGION

PROCUREMENT OF INFRASTRUCTURE SERVICES FOR THE UPGRADING OF ELECTRICAL SYSTEM AND REPAIR OF FLOOR CRACKS OF NFA MFC WAREHOUSES 3 & 4 LOCATED AT VALENZUELA CITY

DO NOT OPEN BEFORE 9:00 A.M. ON AUGUST 23, 2022

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