

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT

FIELD OFFICE VII

CEBU CITY

BIDDING DOCUMENTS FOR

**Repair and Improvement of RRCY Industrial
Kitchen Roofing, Ceiling, Wall Tiles &
Installation of Fire Suppression System**

ITB No. DSWD7-PB-2022-44

May 2022

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Section I. Invitation to Bid

Project Title: Repair and Improvement of RRCY Industrial Kitchen Roofing, Ceiling, Wall Tiles & Installation of Fire Suppression System

Project Identification No.: ITB No. DSWD7-PB-2022-44

1. The *Department of Social Welfare and Development Field Office VII (DSWD-FO VII)*, through the *authorized appropriations for Fiscal Year 2022 General Appropriations Act* intends to apply the sum of ***One Million One Hundred Fifty Thousand Pesos Only (₱1,150,000.00)*** being the Approved Budget for the Contract (ABC) to payments under the contract for the ***Repair and Improvement of RRCY Industrial Kitchen Roofing, Ceiling, Wall Tiles & Installation of Fire Suppression System***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DSWD Field Office VII* now invites bids from ***PhilGEPS registered service provider***. Completion of the Work is required within ***60 calendar days from the receipt of Notice to Proceed***. Bidders should have completed a contract similar to the project. A ***single largest completed contract (SLCC)*** similar to the Project which is equivalent to ***at least 50% of the ABC or equivalent to Php 575,000.00***. The SLCC should be supported with the following documents:
 - i.) Either of ***Contract, Purchase Order, Notice of Award or Notice to Proceed***, and;
 - ii.) Either of ***Certificate of Completion, Certificate of Acceptance, Inspection and Acceptance, Official Receipt / Collection Receipt or Sales Invoice***.

The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *Department of Social Welfare and Development Field Office VII* and inspect the Bidding Documents at the address given below during office hours, 8:00AM – 5:00PM.

5. A complete set of Bidding Documents may be acquired by interested bidders on **May 16, 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 **Php5,000.00***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees, they may present in person or through electronic means.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

As stated in GPPB Resolution No. 09-2020, dated 7 May 2020, PEs to maximize the use of existing rules under RA No. 9184, its IRR and related issuances on the conduct of procurement activities, particularly those meant to streamline, simplify and expedite the conduct of procurement and address the challenges and disruptions brought by calamities and crisis such as the COVID-19 pandemic, such as use of videoconferencing, webcasting and similar technology in the conduct of any of the meetings and determination of quorum by the BAC.

6. The *DSWD Field Office VII* will hold a Pre-Bid Conference on **May 24, 2022, Tuesday, 1:00 PM at DSWD Field Office VII Conference Room, Cebu City** and/or through *video-conferencing via Google Meet using the code: **procurement7***, which shall be open to prospective bidders.

Note:

DSWD Field Office is implementing health screening and temperature check for all personnel, visitors and client. For your protection, please wear your mask and face shield at all times during your visit. Also, kindly fill-out the Health Checklist Form for visitors / clients and submit to the PE's security guard prior to entering the premise.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **June 7, 2022, Tuesday, 12:45 PM**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 15**.
9. Bid opening shall be on **February 21, 2022, Monday, 10:00 AM** at **DSWD Field Office VII Conference Room, Cebu City** and/or *via Google Meet using the code: **procurement7***. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The *DSWD Field Office VII* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. As stated in Section 22.5.1 of the IRR of RA 9184, request for clarifications on any part of the Bidding Documents or for an interpretation must be in writing and submitted to the BAC of the Procuring Entity concerned at least ten (10) calendar days before the deadline set for the submission and receipt of bids. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, duly signed by the BAC Chairperson, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of bids.
12. For further information, please refer to:

MS. ROSEMARIE S. SALAZAR

Head, BAC Secretariat

DSWD – Field Office VII

M.J. Cuenco corner Gen. Maxilom Avenue, Cebu City

*Tel. Nos. (032) 233-8785 local **17140** or **17149***

Email Add: bac.fo7@dswd.gov.ph

Website: <https://fo7.dswd.gov.ph/>

May 16, 2022

(SGD.) GRAEME FERDINAND D. ARMECIN

Chairperson, Bids and Awards Committee I

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of Social Welfare and Development Field Office VII* invites Bids for the ***Repair and Improvement of RRCY Industrial Kitchen Roofing, Ceiling, Wall Tiles & Installation of Fire Suppression System***, with Project Identification Number ***ITB No. DSWD7-PB-2022-44***.

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 2021* in the amount of ***One Million One Hundred Fifty Thousand Pesos Only (₱1,150,000.00)***.

2.2. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

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

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the **May 24, 2022, Tuesday, 1:00 PM** at **DSWD Field Office VII Conference Room, Cebu City** and/or through **video-conferencing via Google Meet using the code: procurement7** 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 **120 calendar days**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

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

ITB Clause																									
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: REPAIR AND IMPROVEMENT / CONSTRUCTION																								
7.1	<i>Subcontracting is not allowed.</i>																								
10.3	<i>[Specify if another Contractor license or permit is required.]</i>																								
10.4	<div>The key personnel must meet the required minimum years of experience set below:</div> <table><tr><th>POSITION</th><th>EXPERIENCE (NO. OF YEARS)</th><th>GENERAL EXPERIENCE</th></tr><tr><td>Project Manager</td><td>10 years</td><td>General Construction</td></tr><tr><td>Project Engineer</td><td>5 years</td><td>General Construction</td></tr><tr><td>Site Engineer</td><td>5 years</td><td>General Construction</td></tr><tr><td>Safety Officer</td><td>5 years</td><td>General Construction / Safety Officer</td></tr><tr><td>Foreman</td><td>10 years</td><td>General Construction</td></tr><tr><td>Latiro / Tinsmith</td><td>10 years</td><td>General Construction</td></tr><tr><td>Other Skilled Workers</td><td>5 years</td><td>General Construction</td></tr></table>	POSITION	EXPERIENCE (NO. OF YEARS)	GENERAL EXPERIENCE	Project Manager	10 years	General Construction	Project Engineer	5 years	General Construction	Site Engineer	5 years	General Construction	Safety Officer	5 years	General Construction / Safety Officer	Foreman	10 years	General Construction	Latiro / Tinsmith	10 years	General Construction	Other Skilled Workers	5 years	General Construction
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Latiro / Tinsmith	10 years	General Construction																							
Other Skilled Workers	5 years	General Construction																							
10.5	<div>The minimum major equipment requirements are the following:</div> <table><tr><th>EQUIPMENT</th><th>CAPACITY</th><th>NO. OF UNIT</th></tr><tr><td>Cargo Truck</td><td>N/A</td><td>1</td></tr><tr><td>Welding Machine</td><td>N/A</td><td>1</td></tr></table>	EQUIPMENT	CAPACITY	NO. OF UNIT	Cargo Truck	N/A	1	Welding Machine	N/A	1															
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Cargo Truck	N/A	1																							
Welding Machine	N/A	1																							
12	<i>No further instructions</i>																								
15	<i>Each Bidder shall submit one (1) original and one (1) copy of the first and second components of its bid. Copy 1 should be a replica of the original as to appearance and contents</i>																								

15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> The amount of not less than Php 57,000.00 or (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; The amount of not less than Php 142,500.00 or (5%) of ABC if bid security is in Surety Bond.
19.2	Partial bids is not allowed.
20	<i>Certificate of good standing and compliance with statutory obligations from SEC/DTI, PAGIBIG, PHILHEALTH, and SSS</i>
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as <i>construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program signed by the contractor, Certificate of Site Inspection</i> and other acceptable tools of project scheduling.</p> <p><i>Construction safety and health program approved by the DOLE shall be submitted by the declared lowest calculated and responsive bidder within the project implementation.</i></p>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

GCC Clause	
2	No further instructions.
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor <i>immediately after issuance of Notice to Proceed.</i>
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i>
7.2	<p><i>[Select one, delete the other.]</i></p> <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> <p><i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]</i> Five (5) years.</p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) years.</p>
10	a. 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>five (5) days</i> of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i> .
13	The amount of the advance payment <i>shall not exceed 15% of the total contract price and schedule of payment.</i>
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	<p>The date by which operating and maintenance manuals are required is <i>[date]</i>.</p> <p>The date by which "as built" drawings are required is <i>[date]</i>.</p>
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i> .

Section VI. Specifications

ITEM 1: GENERAL REQUIREMENTS

RELATED SECTIONS

All applicable provisions of the different divisions of the Specifications for each work trade shall apply for all items cited in this Summary.

INFERRED ITEMS AND WORK

Materials and workmanship deemed necessary to complete the works but NOT specifically mentioned in the Specifications, Working Drawings, or in the other Contract Documents, shall be supplied and installed by the Contractor without extra cost to the Owner. Such materials shall be of the highest quality available, and installed or applied in a workmanlike manner at prescribed or appropriate locations.

SPECIFICS

Materials specifically mentioned in this Summary shall be installed following efficient and sound engineering and construction practice, and especially as per manufacturer's application for installation specifications which shall govern all works alluded to in these Specifications.

ON-SITE ITEMS

Materials and finishes for on-site improvements and facilities as listed below are part of the scope of work and shall be supplied and installed by the Contractor without extra cost to the Owner.

- A. Construction of:
 - 1. Walks, ramps, steps, posts, perimeter fence and miscellaneous slabs;
 - 2. Concrete catch basins, drainage pipes;
 - 3. Temporary facilities and below grade structures such as septic vaults, cisterns, manholes, open canals, check drains and trenches;
- B. Exterior utility lines, raceway system, fixtures, breakers, switches, buzzers, controls including fittings and accessories as required by the specialty trades under plumbing, mechanical and electrical works.

OFF-SITE ITEMS

Off-site improvements shall generally be under the responsibility of the Owner and not included in the Contract, with the exception of the following which shall be part of the Contractor's Work:

- A. Construction of drainage lines. This work shall neatly connect to the storm drainage system along the road.

- B. Permanent connections to the local utility lines for electrical, water, drainage, sewer and telephone lines including equipment, facilities, materials, fees, and/or work which utility companies or authorities may require of the applicant Owner, such as electrical transformers, etc.

WATER & ELECTRICITY CONNECTION

Temporary Water: The Contractor shall supply in sufficient quantity all necessary potable and other water for construction purposes for all trades at a point within a reasonable distance of the building being constructed. The Contractor shall make arrangements and pay charges for water service installation, maintenance, and removal thereof, and pay the costs of water for all trades.

B. Temporary Electricity: The Contractor shall make all necessary arrangements for a temporary electrical service, pay all expenses in connection with the installation, operation and removal thereof, and pay the costs of electricity consumed by all trades.

OWNER SUPPLIED ITEMS

Owner supplied finishing accessories, furnishing and fixtures such as wall clocks, picture frames, fixed furniture etc., shall be installed by the Contractor at no cost to the Owner.

QUALITY CONTROL

The Contractor shall be responsible for the quality control of all materials during the handling, blending, and mixing and placement operations. The Contractor shall furnish the Engineer a Quality Control Plan detailing his production control procedures and the type and frequency of sampling and testing to insure that the materials and work produces complies with the Specifications. The Engineer shall be provided free access to recent plant production records, and if requested, informational copies of mix design, materials certifications and sampling and testing reports.

The Contractor shall perform all sampling, testing and inspection necessary to assure quality control of the component materials.

ITEM 1: PROJECT BILLBOARD/SIGNBOARD

Project Signage/COA signages shall be installed near the construction site or before the entrance gate and must be visible for the visitors. Signage must be printed in tarpaulin with wooden frame.

Signage sizes: **Project Signage = 4ft. x 8ft.**
COA Signage = 8ft. x 8ft.

ITEM 3: TEMPORARY FENCE

The whole area affected for the project shall be fenced temporarily with necessary gates as directed by the Engineer. The site must be closed enough and must not be visible for the clients living in the center.

ITEM 2 : CIVIL/FINISHING WORKS

ITEM 4: REMOVAL OF STRUCTURES AND OBSTRUCTION

Existing structures shall be removed and cleared in preparation for new works. The Contractor shall make arrangements with the Center Head/owner for the items needed and not needed for disposal. The Contractor shall be responsible for the disposal of the waste materials from the demolished structure.

ITEM 5. SCAFFOLDINGS

Types of shoring and bracing systems include, but are not limited to, the following:

1. Timber Lagging
2. Steel Scaffolds

Provide sufficient shoring and soil retention protection options to prevent displacement and damage to existing adjacent structures, and cave-ins.

ITEM 6-8: CEILING AND FACIA BOARD (FIBER CEMENT)

1. **Fiber Cement Board:** Use “CLASS A”, Install as per manufacturer’s instructions. 6 mm thick for all suspended ceilings and 19mm for facia board. See drawing details for Suspended Ceiling and facia board.
2. **Suspended Ceiling System:** Use 25mm x 50mm x 0.6mm thk metal furring, 12mmØ suspension rod, suspension clips, eyelets, attached to roof framing. Submit sample and mock-up before installation.
3. Provide edgings, trims and moldings and others as indicated in the drawings.
4. **Hardware and FASTENERS:** Use metal nails, screws, bolts, plates, straps, miscellaneous fasteners or anchorage concealed or countersunk whenever called for, with size, shape and type to ensure a rigid connection for laminated items and at other framing joints.

ITEM 9, 10, & 11: METAL ROOFING SHEETS, FLASHINGS, GUTTER AND ACCESSORIES

Pre-formed Metal Roofing: Use “CLASS A” Pre-painted G.I. Long Span Hi-Rib, 0.6mm thick with complete accessories. Submit sample for Engineer’s approval.

Use “CLASS A” Ridge rolls and vent, flashings, cappings, gutters, trims, and mouldings: 0.6 mm thick (Preformed).

Strainer: Use “CLASS A” Brass Dome Strainers. Submit sample for Engineer’s approval.

Fasteners and Fixation: Use appropriate connectors as recommended by the manufacturer and approved by the Architect. Paint same color as roof, all exposed

fixation and fastening devices. Apply fasteners in a neat, consistent, even and standard manner. Apply strip of butyl rubber-based caulking compound along all end lap joints and passing over pre-drilled fixation holes. For fixation of metal sheet to “C” purlins and when lapped over another metal sheet. For fixation of flashing. Use Tek screws for roof eaves area, where roof frames are exposed.

Sealants: “CLASS A” Sealants shall be used in areas necessary to render structure watertight, sufficient even during strong winds:

ITEM 12: TILES

Use glazed tile for walls and unglazed tile for floors. Tiles must be soak to water for atleast 3 hours before installation. Refer to schedule of tiles.

1. **Mortar :** Use Portland Cement or any approved equivalent.
2. **Sand:** ASTM C 35 – 67, clean, washed river sand, strong, free from organic and other deleterious materials. Sand from salt water or lahar is not allowed.
3. **Water:** Fit for drinking, free from injurious amount of oil, acids, alkali, organic materials and other deleterious substances.
4. **Adhesive Mortar:** Use “CLASS A” for laying vitrified ceramic tiled.
5. **Grout:** Use “Class A” pre-mixed dry wall filler for floor and wall tile either glazed or semi-glazed tiles. Masonry concrete grout compressive strength (f_c') = 13.8 Mpa (2000 psi).
6. **Plaster Bond:** Use “Class A” or approved equal. Apply on all wall areas, as required, prior to plastering. Suppliers shall furnish product description prior to purchase and delivery.

ITEM 13-14: PAINTINGS (CEMENT, WOOD AND METAL)

All paint and paint materials called for under this section shall be as manufactured by known manufacturer or owner approved equivalent and must be LEAD-FREE Paint. Use CLASS A only (one brand all throughout). All exposed finish hardware, lighting fixtures and accessories, plumbing fixtures and accessories, glasses and the like shall be adequately protected that these areas are not stained with paint and other painting materials prior to painting works. All other surfaces which would be endangered by stains or paint marks should be taped and covered with craft paper or equal.

Exterior: Use “CLASS A” paint PLAIN FINISH for all exterior finishes and as shown in the drawings and for all exposed and/or visible concrete and masonry surfaces, as well as for exterior HARDIFLEX surfaces unless otherwise specified.

Surface Preparation: Concrete and masonry surfaces must be fully cured for at least 14 days.

- 1st coat: Use Class A Concrete Primer And Sealer (as manufacturer instruction)
- 2nd coat: Use Class A Putty
- 3rd and 4th coats: Use Class A Concrete Primer and Sealer

Interior: USE “CLASS A” SKIM COAT PLAIN FINISH for minor interior walls indicated in the drawings and for all interior concrete and masonry surfaces unless otherwise specified.

Surface Preparation: Concrete and masonry surfaces must be fully cured for at least 14 days.

Metal Surfaces: Use "CLASS A" Liquid Tile. For ferrous surfaces such as steel and roof framing and other exposed steel surfaces unless otherwise specified.

Surface Preparation: Must be free from rust.

1st coat Use CLASS A Primer Red Oxide

2nd and 3rd coats: Use CLASS A Aqua Gloss-It

Use only approved brand of epoxy zinc chromate paint and linseed oil for all base coat painting for structural steel. For finish painting, use enamel paint or approved equal.

ITEM 16: MECHANICAL WORKS

1. All installations shall meet the UL300 Standard and the Requirements PF NFTA 17A.
2. All pipes to be used including fittings for the wet chemical distribution line shall be schedule 40 stainless steel
3. All Materials to be used shall be new and approved type for location and purposes
4. A fusible link shall be provided above each appliance or group of appliances protected by a single nozzle.
5. Manual pull station shall be located in a path egress.
6. Location of devices are indicative only. Location shall be finalized during installation
7. The complete kitchen suppression system shall be furnished/installed by Fire Protection/Kitchen Suppression Contractor Complete System for operation including mounting and terminating of equipment/devices and interfacing to other system.

ITEM 15: STRUCTURAL STEEL (C-PURLINS)

Conform all materials and workmanship to the requirements of the American Institute of Steel Construction "Specifications for Design, Fabrication and Erection of Structural Steel for Buildings" as amended to date or as may be specifically modified by the drawings or by these Specifications.

Welding shall be performed by the metal-arc process, using the electrodes specified with either direct or alternating current. Conform all materials and workmanship to the requirements of the American Institute of Steel Construction "Specifications for Design, Fabrication and Erection of Structural Steel for Buildings" as amended to date or as may be specifically modified by the drawings or by these Specifications. Welding of Structural Steel shall be done only when shown on the Plans or authorized in writing by the Engineer.

Refer to trusses and purlins schedule for thickness, size, shape and design.

CLEANING-UP

The contractor shall at all times keep the construction area, including storage areas used by him, free from accumulations of waste materials or rubbish and prior to completion of work. Remove any rubbish from and about the premises and all tools, scaffolding, equipment and materials not the property of the owner.

Upon the completion of the construction, the contractor shall leave the work and premises in a condition satisfactory to the owner and the engineer.

PROJECT CLOSE-OUT

Upon completion of the project, the following procedure shall be implemented:

1. Walk-thru inspection by the owner, engineer and contractor. Any discrepancy noted shall be fixed before the project is closed.
2. Compile a complete equipment maintenance manual for all equipment. Submit copy of "As-built" drawings to the owner and engineer.
3. Construction Logbook with complete data (template will be provided by DSWD) must be submitted to the owner/engineer.

******END OF SPECIFICATIONS******

Section VII. Drawings

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]

Section VIII. Bill of Quantities

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
I. GENERAL REQUIREMENTS					
1	Project Billboard/Signboard	1.00	each		
2	Mobilization and Demobilization	1.00	L.S.		
3	Temporary Fence and storage rooms	1.00	L.S.		
Sub-Total					-
II. CIVIL / FINISHING WORKS					
4	Removal and Disposal of Affected Structures and Obstruction	1.00	L.S.		
5	Scaffoldings	1.00	L.S.		
6	Ceiling, 6mm Fiber Cement Board with 1.2mm thick metal frame spaced @0.4m x0.4m O.C.	172.00	sq.m.		
7	Ceiling Vent, wood frame,1” x 1” Good lumber with insect screen, (0.3m W x 47m L)	175.00	bd.ft.		
8	Fascia Board, 12mm Fiber Cement Board on metal frame	52.00	l.m.		
9	Fabricated Metal Roofing Accessories, gauge 24, flashings	26.00	L.m.		
10	Fabricated Metal Roofing Accessories, gauge 24, valley rolls / gutter	39.00	L.m		
11	Prepainted Metal Sheets, 0.6mm thick Rib type, Long Span	172.00	L.m		
12	Tileworks (Replacement of damaged / broken tiles)	2.00	sq.m.		
13	Painting Works (concrete / masonry / fiber cement)	172.00	sq.m.		

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
14	Painting Works (Steel)	15.00	sq.m.		
15	Replacement of Damaged C-Purlins, (6 lengths, 2mm thick x 2" x 4" x 6m)	55.00	kg.		
Sub-Total					-
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
III. MECHANICAL WORKS					
16	Supply and Installation of 50 lbs. and 80 lbs. Fire Suppression Tank, GI Gas Pipes, EMT Pipes, 4 nozzle, Femule, Corner Pulley, Manual pull, Detector, Hangers & Support	1.00	L.S.		
Sub-Total					-
TOTAL CONTRACT COST				-	

Section IX. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
and
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
***** Official Receipt for renewal in the absence of Valid Mayor’s Permit for CY 2022 with attached Mayor’s Permit for CY 2021.**

Note: CY 2022 Valid Mayor’s Permit must be available during the conduct of post-qualification. Pursuant to Section 23. Eligibility Requirements for the Procurement of Goods and Infrastructure Projects, paragraph ii states:

“In cases of recently expired Mayor’s/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, ***provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of this IRR.***”

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

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**

NOTE: This statement shall be supported with:

- i) Either of Contract, Purchase Order, Notice of Award or Notice to Proceed; and
 - ii) Either of Certificate of Completion, Certificate of Acceptance, Inspection and Acceptance, Official Receipt/Collection Receipt or Sales Invoice.
- (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (j) Project Requirements, which shall include the following:
- a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, Safety Officer and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be;
 - d. **Certificate of Site Inspection signed by the Head of the Procuring Entity (HoPE) or its authorized representative;**
Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as:
 - e. ***construction schedule and S-curve,***
 - f. ***manpower schedule,***
 - g. ***construction methods,***
 - h. ***equipment utilization schedule,***
 - i. ***construction safety and health program signed by the contractor, and***
- (k) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (l) 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

(m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); **or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

(n) Supplier must have an existing Landbank of the Philippines (LBP) Account in compliance to DBM Circular Letter No. 2013-16. This shall be verified during the conduct of post-qualification.

Class "B" Documents

- (o) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- (q) Original duly signed Bid Prices in the Bill of Quantities; **and**
(r) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
(s) Cash Flow by Quarter or Monthly.

Section X. BIDDING FORMS

Omnibus Sworn Statement
Project Identification No. ITB No. DSWD7-PB-2022-44

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]

Republic of the Philippines)
In the City of _____) s.s

SECRETARY CERTIFICATE

I, _____, of legal age, single/married, Filipino citizen, resident of _____ City, after having been duly sworn in accordance with law, hereby certify:

1. That I am the duly designated Corporate Secretary of _____, a corporation duly organized and existing under and virtue of the laws of the Republic of the Philippines, with principal address at _____ City.
2. That at the special meeting of the Board of Directors at its principal office on _____ 2021, during which a quorum was present and acted throughout, the following resolution was unanimously approved:

“Resolution No. 2021- xxx

RESOLVED, that _____ of legal age, single/married, resident of _____ is hereby authorized to appear, participate, bid, transact, contract, agree, communicate, correspond, sign, receive documents and receipts for and in behalf of _____ (corporation), in the bidding/contract/agreement with DSWD Field Office VII.”

3. That the foregoing resolution has not been altered, modified, nor revoked; and that the same is now in full force and in effect; and

This is to certify that the foregoing Board Resolution duly passed and approved, is true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 2021 at _____ City, Philippines

Corporate Secretary

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2021, at _____, Philippines. Affiant exhibited to me his/her (government issued ID), issued at _____, on _____.

Notary Public

Doc No. _____
Page No. _____
Book No. _____
Series of 2021

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

BID SECURING DECLARATION
Project Identification No.: ITB No. DSWD7-PB-2022-44

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) 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]

BID FORM

Date : _____

Project Identification No.: **ITB No. DSWD7-2022-44**

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 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].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the

¹ currently based on GPPB Resolution No. 09-2020

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: _____

SUPPLIER / SERVICE PROVIDER'S BANK INFORMATION

Name of Bank	
Branch	
Bank Account Name	
Account No.	
TIN No.	

PLEASE CHECK IF TIN NUMBER is VAT or NON-VAT

VAT ☐

**NON-
VAT** ☐

Signature: _____

Name of Authorized Representative: _____

Position: _____