

**Republic of the Philippines**  
**Department of Social Welfare and Development**  
DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis,  
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Tel: (045) 861 – 2413; Telefax: (045) 961 – 2413  
Email: fo3@dswd.gov.ph  
Website: <http://www.dswd.gov.ph>

# BIDDING DOCUMENTS

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## **Upgrading of Information and Communication Technology Management Service (ICTMS) Office, Server Room and Establishment of Agency Operation Center (AOC) and various repair to offices with ICT Equipment**

ITB NO. GOP/DSWD3-2021-08-002  
(PR No. 2021-07-466)

AUGUST 2021

**PHILIPPINE BIDDING DOCUMENTS**  
(As Harmonized with Development Partners)

**Procurement of  
INFRASTRUCTURE  
PROJECTS**

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

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## ***Section I. Invitation to Bid***

**Republic of the Philippines**  
**Department of Social Welfare and Development**

DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis,  
City of San Fernando Pampanga, Philippines 2000  
Tel: (045) 861 – 2413; Telefax: (045) 961 – 2413  
Email: fo3@dswd.gov.ph  
Website: <http://www.dswd.gov.ph>

**INVITATION TO BID FOR**  
**Upgrading of Information and Communication Technology Management Service**  
**(ICTMS) Office, Server Room and Establishment of Agency Operation Center (AOC)**  
**and various repair to offices with ICT Equipment**

ITB NO. GOP/DSWD3-2021-08-002  
(PR No. 2021-07-466)

1. The **Department of Social Welfare and Development (DSWD) Field Office III**, through the **ICTMS RM-Buildings 2021 Current Funds** intends to apply the sum of **Three Million Four Hundred Ninety Nine Thousand Nine Hundred Ninety Eight Pesos and 19/100 (PhP3,499,998.19)**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Upgrading of Information and Communication Technology Management Service (ICTMS) Office, Server Room and Establishment of Agency Operation Center (AOC) and various repair to offices with ICT Equipment**. Interested bidder may bid for one lot or for combination of two or more lots. Bid prices per lot in excess of the ABC shall be automatically rejected at bid opening.
2. The DSWD - Field Office III now invites bids for the above Procurement Project. **Upgrading of Information and Communication Technology Management Service (ICTMS) Office, Server Room and Establishment of Agency Operation Center (AOC) and various repair to offices with ICT Equipment**. Completion of the Works is required. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from **DSWD – Bids and Awards Committee (BAC) Secretariat** and inspect the Bidding Documents at the address given below from **Monday to Friday at 8:00 a.m. to 5:00 p.m.**
5. A complete set of Bidding Documents may be acquired by interested bidders on **16 August 2021 to 27 August 2021** from given address and website/s below in the amount of **Five Thousand Pesos (PhP 5,000.00)**.

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,

4. Interested bidders may obtain further information from **DSWD – Bids and Awards Committee (BAC) Secretariat** and inspect the Bidding Documents at the address given below from **Monday to Friday at 8:00 a.m. to 5:00 p.m.**
5. A complete set of Bidding Documents may be acquired by interested bidders on **18 August 2021 to 31 August 2021** from given address and website/s below in the amount of **Five Thousand Pesos (PhP5,000.00).**

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.

6. The DSWD - Field Office III will hold a Pre-Bid Conference on **18 August 2021 (Wednesday), 10:00 a.m.**, through **videoconferencing/webcasting via google meet** (*Link to be provided*), 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 **31 August 2021 (Tuesday), 9:00 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 15.**
9. Bid opening shall be on **31 August 2021 (Tuesday), 10:00 a.m.**, at the **DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis, City of San Fernando, Pampanga, Philippines**, and/or through video conferencing or webcasting via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The schedule of site inspection for those who will purchase the Bidding Documents shall be from **18 August to 31 August 2021.** Bidders **must first proceed to the BAC Secretariat Office** in order to properly coordinate the conduct of site inspection with the end-user office.
11. The DSWD reserves the right to accept or 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 Section 35.6 and 41 of RA 9184 and its 2016 Revised Implementing Rules and Regulation (IRR), without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

**THE CHAIRPERSON**

Bids and Awards Committee  
c/o BAC Secretariat  
DSWD Field Office III, Diosdado  
Macapagal Government Center, Maimpis,  
City of San Fernando, Pampanga,  
Philippines  
Tel: (045) 861 – 2413  
Telefax: (045) 961 – 2413



13. You may visit the following websites:

For downloading of Bidding Documents:

**ps-philgeps.gov.ph** - Website of the Philippine Government Electronic Procurement System (PhilGEPS)

**www.f03.dswd.gov.ph** – Website of the DSWD



(ORIGINAL SIGNED)

**VENUS F. REBULDELA**

Bids and Awards Committee Chairperson

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development (DSWD) – FIELD OFFICE III** invites Bids for the **Upgrading of Information and Communication Technology Management Service (ICTMS) Office, Server Room and Establishment of Agency Operation Center (AOC) and various repair to offices with ICT Equipment** with Project Identification Number **ITB NO. GOP/DSWD3-2021-08-002**.

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 **ICTMS RM-Buildings 2021 Current Funds**, in the total amount of **Three Million Four Hundred Ninety Nine Thousand Nine Hundred Ninety Eight Pesos and 19/100 (PhP3,499,998.19)**.

2.2. The source of funding is:

a. 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.
  - a. The Procuring Entity has prescribed that subcontracting is **not** allowed.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 Revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

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

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting *via google meet*, 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:
  - a. 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 from the date of Opening of Bids***. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **16. Sealing and Marking of Bids**

- 16.1 Each Bidder shall submit the following in one (1) “mother/main” envelope duly sealed and labeled, containing two (2) sets of envelopes:

1. First envelope containing two (2) sets of Eligibility and Technical documents duly sealed and marked as Copy One and Copy Two.
2. Second envelope containing two (2) sets of Financial Bid documents duly sealed and marked as Copy One and Copy Two.

Copy 1 and Copy 2 of both Eligibility and Technical Documents, and Financial Bid documents shall be marked certified true copies.

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

- 16.2 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.

- 16.3 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			
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:  <b>Construction, improvement/rehabilitation/repair of building interior/exterior works and completed within the two (2) years from the deadline of bid submission, whose the value of contract amount must be at least fifty percent (50%) of the ABC with supported by the Contractors Performance Evaluation System rating sheet which must have a satisfactory rating or a certificate of satisfactory completion of the project issued by the owner of the previous completed project</b>		
7.1	<b>Subcontracting is not allowed.</b>		
10.3	<b>Size Range</b>	<b>License Category</b>	<b>Classification</b>
	Small B	C & D	General Engineering/ General Building
The required minimum license category for this Project is license category:			
10.4	The key personnel must meet the required minimum years of experience set below:  <ul style="list-style-type: none"><li>• One (1) Licensed Project Engineer with minimum experience of five (5) years;</li><li>• One (1) Licensed Civil Engineer with minimum experience of three (3) years;</li><li>• One (1) Licensed Architect with minimum experience of three (3) years;</li><li>• One (1) Licensed Electrical Engineer with minimum experience of three (3) years;</li><li>• One (1) Master Electrician with minimum experience five (5) years for construction industry; and</li><li>• One (1) General Foreman with a minimum experience of Five (5) years of finishing works in construction industry.</li></ul>		

10.5	The minimum major equipment requirements are the following:		
	<b>Equipment</b>	<b>Capacity</b>	<b>Number of Units</b>
	Chipping Gun/ Drilling Tools	1.5 to 13mm Chuck range capacity	3 units
	Grinder Portable/Machine	0.6 Mpa Minimum OAP	2 units
	Cut-Off Machine	Cutting capacity: 119x119 for square, 130x130 for L- shape, and 100x130 for rectangular	1 unit
	Digital Volt Meter/Multi Meter	400A absolute Maximum AC Current Measurement & 600V AC&DC absolute Max. Voltage Measurement	1 unit
	Generator set (at least 5KW)	5.0 kilo watts	1 unit
	Bagger concrete mixer		1 unit
	Bar cutter		1 unit
	Welding/Portable Machine	Ranging its current to 20- 400 amperes	1 unit
	Service Truck	At least ELF with 4.0 cu.m. Loading Capacity	1 unit
12	No further instruction		
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:  a. The amount of not less than <b>2%</b> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;  b. The amount of not less than <b>5%</b> if bid security is in SuretyBond.		

19.2	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20	<p>1. Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p><b>NOTE: The latest income tax returns (ITR) are those covering the immediately preceding year, while the latest business tax returns (BTR) are those filed within the last six (6) months preceding the date of bid submission.</b></p> <p>2. Certificate of Site Inspection by the Building and Grounds Management Division;</p> <p>3. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages), if not submitted during the opening and preliminary examination of bids.</p>
21	<p>The following documents shall be submitted by the winning bidder <b>within five (5) calendar days</b> from receipt of the Notice of Award:</p> <ol style="list-style-type: none"> <li>1.) Construction schedule/GANTT Chart;</li> <li>2.) S-Curve;</li> <li>3.) List of Manpower and Organizational Structure;</li> <li>4.) Manpower Deployment Schedule;</li> <li>5.) Construction methods;</li> <li>6.) Equipment utilization schedule;</li> <li>7.) Construction safety and health program approved by the Department of Labor and Employment;</li> <li>8.) Program Evaluation and Review Technique/Critical Path Method (PERT/CPM); and</li> <li>9.) Technical Specification Sheet (input brand of items to offer).</li> </ol> <p><b>Note:</b></p> <p>The foregoing documents are subject to approval of the Procuring Entity or his duly authorized representative and may thus be changed.</p>
22	<p><b>Each Bidder shall submit the following in one (1) “mother/main” envelope duly sealed and labeled, containing two (2) sets of envelopes:</b></p> <p><b>First envelope containing two (2) sets of Eligibility and Technical documents duly sealed and marked as Copy One and Copy Two.</b></p> <p><b>Second envelope containing two (2) sets of Financial Bid documents duly sealed and marked as Copy One and Copy Two.</b></p> <p><b>Copy 1 and Copy 2 of both Eligibility and Technical Documents, and Financial Bid documents shall be marked certified true copies by the owner or his/her duly authorized representative.</b></p>

22.1	<p>All envelopes shall be labeled/marked as follows:</p> <p><b>TO : MS. VENUS F. REBULDELA CHAIRPERSON BIDS AND AWARDS COMMITTEEDSWD-FO III</b></p> <p><b>FROM : _____ (Name of Bidder in Capital Letters)</b></p> <p><b>ADDRESS: _____ (Address of Bidder in Capital Letters)</b></p> <p><b>PROJECT: UPGRADING OF INFORMATION AND COMMUNICATION TECHNOLOGY MANAGEMENT SERVICE (ICTMS) OFFICE, SERVER ROOM AND ESTABLISHMENT OF AGENCY OPERATION CENTER (AOC) AND VARIOUS REPAIR TO OFFICES WITH ICT EQUIPMENT</b></p>
23	<p><b>BID REF NO.: ITB NO. GOP/DSWD3-2021-08-002</b></p> <p><b>ABC : THREE MILLION FOUR HUNDRED NINETY NINE THOUSAND NINE HUNDRED NINETY EIGHT PESOS AND 19/100 (PHP3,499,998.19)</b></p> <p><b>DO NOT OPEN BEFORE: 31 AUGUST 2021 (TUESDAY), 9:00 A.M.,</b></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**

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	The <b>Intended Completion Date</b> is <b>within Ninety (90) Calendar days from the date of receipt of Notice to Proceed (NTP)</b> .  Note: The contract duration shall be reckoned from the start date and not from the contract effectivity.			
4.1	The <b>Start Date</b> is <b>one (1) working day</b> upon issuance and receipt of Notice to Proceed.			
6	The site investigation reports are: a. Certificate of Site Inspection by the DSWD FO III Inspectorate Team;			
7.2	One (1) year.			
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.			
13	The Schedule of Payment is as follows:			
		<b>Tranches of Payment</b>	<b>Percentage of Contract Price</b>	<b>Deliverables</b>
		1 <sup>st</sup> Tranche	15% of the total contract cost	Must be Fifteen Percent (15 %) of project completion/ physical accomplishment with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.
		2 <sup>nd</sup> Tranche	35 % payment of the total contract cost	Must be Thirty Five Percent (50 %) of project completion/ physical accomplishment with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.
		3 <sup>rd</sup> Tranche	25 % payment of the total contract cost	Must be Seventy Five Percent (75 %) of project completion/ physical accomplishment with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.
		4th Tranche	15 % payment of the contract price	Must be Ninety Percent (90 %) of project completion/ physical accomplishment with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.

		5th and last Payment	10 % payment of the contract price	Must be Hundred Percent (100%) physical completed Upon with submission of Billing Statement, Contractors accomplishment reports, Statement of Work Accomplished, Progress Photos, Narrative report, Contractors certificate of completion, contractors warranty security, contractors request for acceptance and turn-over certificate; and Notarized certificate of warranty.	
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14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which “as built” drawings are required shall be <b>within fifteen (15) working days upon acceptance and turn-over to the DSWD End-user.</b>
15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required authorizes the DSWD to deduct the contractor/service provider amount of 10% of 1/10 on the percentage quoted at the item IV (Indirect Cost)

## **Section VI. Specifications**

### **UPGRADING OF INFORMATION AND COMMUNICATION TECHNOLOGY MANAGEMENT SERVICE (ICTMS) OFFICE, SERVER ROOM AND ESTABLISHMENT OF AGENCY OPERATION CENTER (AOC) AND VARIOUS REPAIR TO OFFICES WITH ICT EQUIPMENT**

#### **I. OTHER GENERAL REQUIREMENTS**

- A. Mobilization and Demobilization
- B. Demolition
- C. Construction Safety and Health

#### **II. MASONRY WORKS**

- A. Chb laying, Chb partitions, wall Plastering, Flooring & wall Tiles installation including Floor Topping, Water proofing and damp proofing of entire areas to be repair

#### **III. CARPENTRY WORKS**

- A. Installation of Fiber Cement Ceiling Board

#### **IV. FABRICATED MATERIALS AND HARDWARES**

- A. Installation of fabricated solid doors, Glass doors, Aluminum doors, Wooden panel doors, prefabricated doors and door jambs, including the necessary part and accessories

#### **V. PAINTING WORKS**

- A. Masonry/Concrete Painting walls, ceilings, Wood Painting for the cabinets, Solid Doors, Wooden Doors, Steel and Metal frames including doors and all fabricated hardware.

#### **VI. ELECTRICAL WORKS**

- A. Installation of Electrical rough-ins, Devices Connectors and Electrical Accessories for the Building
- B. Complete set of Panel boards and sets of safety breaker specified in the Approved Plans
- C. Installation of Electrical LED Lighting Fixtures Recessed and cove light including complete necessary accessories

#### **VII. MECHANICAL WORKS**

- A. Installation of Cooling System (Centralize Air-conditioning and Ventilating System)

## **A. CONTRACTOR'S TERMS OF REFERENCE**

### **B. Contractor's Qualification(s)**

1. Service Provider/ Contractor shall have competence and meaningful experience of minimum of Five (5) years of Construction/repair/renovation/improvement works.
2. Service Provider/ Contractor shall have a Single Largest Contract with similar project contract and scope such as construction, improvement/ rehabilitation/ repair of building interior/ exterior works completed within the two(2) years from the deadline of bid submission, whose the value of contract amount must be at least fifty percent (50%) of the ABC with supported by the Contractors Performance Evaluation System rating or a certificate of satisfactory rating or certificate of satisfactory completion of the project issued by the owner of the previous completed project.
3. Service Provider/ Contractor required license shall be:

<b>Size Range</b>	<b>License Category</b>	<b>Classification</b>
Small B	C-D	General Engineering/ General Building

### **C. Contractor's Working Hours**

1. All normal works for regular days of this contract shall be performed during office hours (8:00am to 5:00Pm), except Weekends, Holiday and Special Holiday shall performed 24/7 schedule with proper coordination/approval to AD-GSS/RPMT Implementing Team.
2. The Contractor/Service Provider shall be required to furnish safe, proper and sufficient lighting arrangement during overnight works.
3. Weekends/holidays shall deploy a maximum number of manpower based on the submitted Contractors Schedule, just to catch-up the possible delays due to possible stoppage instructed by AD-GSS/RPMT Implementing Team.

### **D. Contractor's Responsibilities and Conditions**

1. Contractor shall control the generation of dust and flying particles from the operation and shall provide a temporary closure to prevent creation of nuisance to the adjacent offices/rooms;
2. Contractor/ Service Provider shall submit own construction schedule, manpower deployment schedule, equipment's/ tools schedule, list of manpower to be deploy and Project Site organizational structure within five (5) days upon received of Notice of Award;
3. Contractor/Service provider shall assign project engineer/project architect from the start until completion stage;

4. Contractor/Service provider shall coordinate to the RPMT Implementing Team all the execution works;
5. Contractor/Service provider shall provide warning signages, project signboard, contractors project log book;
6. Contractor/Service provider shall secure permit to entry/ permit to stay-in with attached profile of all worker's such as Bio-data for those who will enter within the premises as reference of the DSWD-FO III security guards;
7. Contractor/Service provider shall provide and submit Statement of Works Accomplishment and Narrative Report as requirement of the billing request;
8. Contractor/Service provider shall submit weekly progress reports with attached progress photos to AD-GSS/RPMT Implementing team;
9. Contractor/Service provider shall provide and submit As-built Plan with complete signed and sealed by the License Engineer /Architect per Engineering Discipline as requirement in the billing request;
10. Contractor/Service provider shall provide delivery receipt or list of all materials brought inside the compound including the list of equipment and tools;
11. Contractor/Service provider shall provide and require wearing of complete uniform with ID and basic PPE for all the construction worker and personnel; and
12. Contractor/ Service Provider shall have at least Project Licensed Engineer with minimum experience of five (5) years, licensed Civil Engineer with minimum experience of three (3) years, Licensed Architect with minimum experience of three (3) years, Licensed Electrical Engineer with minimum experience of three (3) years, Master Electrician with minimum experience five (5) years for construction industry, and General Foreman with a minimum experience of Eight (8) years of finishing works in construction industry.

#### **E. Recommended Terms of Payment**

1. The Payment for this project shall be made upon completion of the following activity/scope of works:

<b>Payment Tranches</b>	<b>Outputs/ Deliverables</b>
1st Tranche:  15% payment of the total contract cost	Must be Fifteen Percent (15 %) of project completion/ physical accomplishment with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.
2nd Tranche:  35 % payment of the total contract cost	Must be Thirty Five Percent (50 %) of project completion/ physical accomplishment with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.

3rd Tranche:  25 % payment of the total contract cost	Must be Seventy Five Percent (75 %) of project completion/ physical accomplishment with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.
4th Tranche:  15 % payment of the contract price	Must be Ninety Percent (90 %) of project completion/ physical accomplishment with the submission of Billing Statement, Progress/Accomplishment Report, Statement of Work Accomplished, Progress Photos, and Narrative Report.
5th and last payment:  10 % payment of the contract price	Must be Hundred Percent (100%) physical completed Upon with submission of Billing Statement, Contractors accomplishment reports, Statement of Work Accomplished, Progress Photos, Narrative report, Contractors certificate of completion, contractors warranty security, contractors request for acceptance and turn-over certificate; and Notarized certificate of warranty.

#### **F. Contractor's Minimum Major Equipment and Tools Requirements**

1. List of Minimum major equipment/ tools requirements are the following:

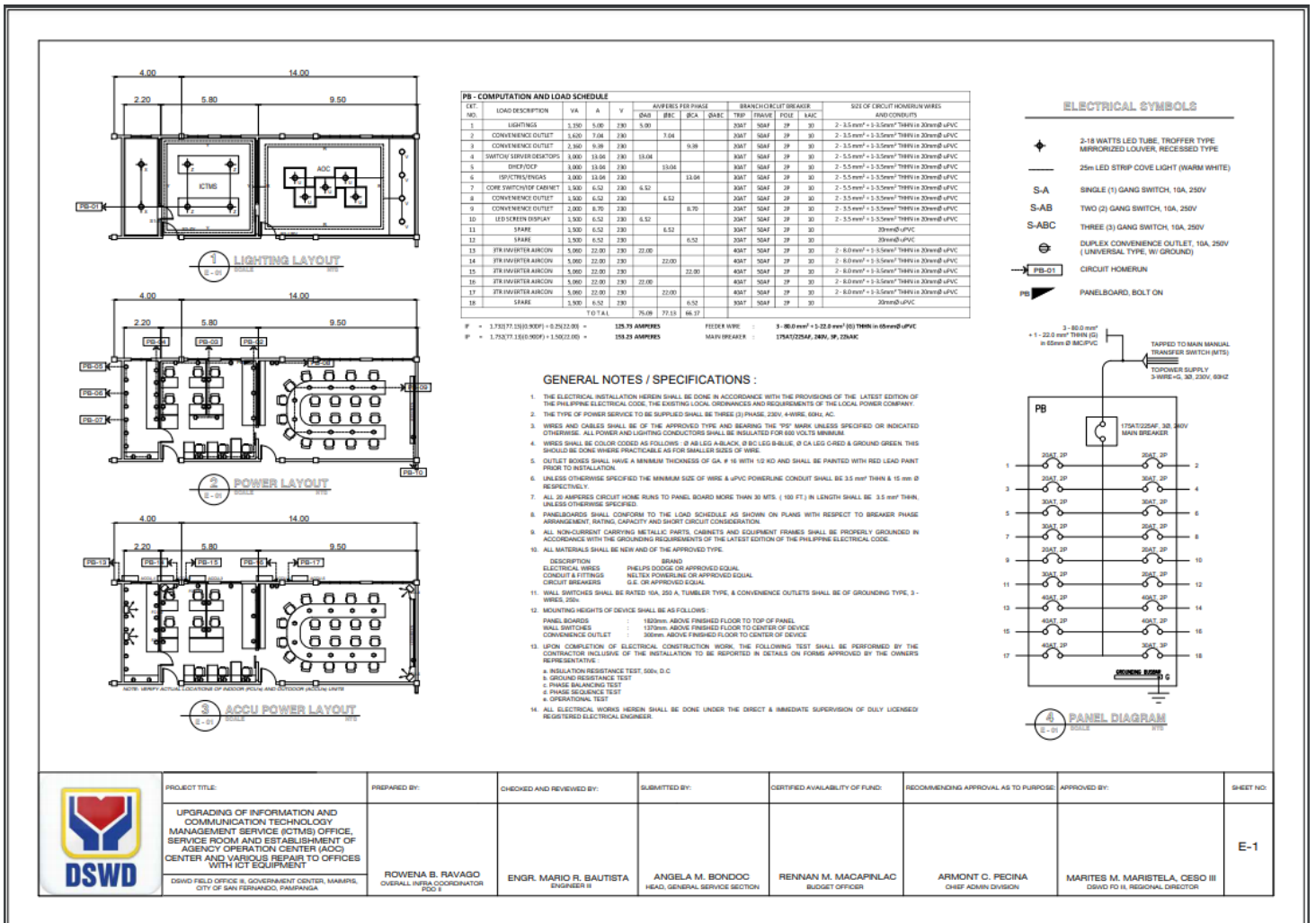
i.) 3-units Chipping Gun/ Drilling Tools (1.5 to 13mm Chuck range capacity);	iii.) 1-unit Welding Portable/ Machine (20 - 400 amperes Current range);	v.) 1-unit Digital Volt Meter/ Multi-meter (at least has 400A absolute Maximum AC Current Measurement & 600V AC&DC absolute Max. Voltage Measurement);
ii.) 2-units Grinder Portable/ Machine (at least 0.6 Mpa Minimum OAP);	iv.) 1-unit Cut-off Machine (at least Cutting capacity: 119x119 for square, 130x130 for L-shape, and 100x130 for rectangular);	1-unit bar cutter
vi.) 1-unit Service Truck (at least ELF, 4.0 cu.m loading capacity)	vii.) 1-unit D Generator set (at least 5KW capacity);	

### Other General Requirements

1. All dimensions/level etc. indicated in the drawing plans are to be verified on the site;
2. All materials are subjected for the approval by the End- user/RPMT Project Engineer;
3. Any discrepancies, either between written dimensions and site dimensions shall be brought to the RPMT office before executing the works;
4. All equipment, tools, scaffolding and other personnel needed shall be provided by the service provider/contractor;
5. Removal, dismantling and demolition work shall be coordinated and requested to the RPMT Implementing Team;
6. All waste materials shall be turned over to the RPMT Implementing Team with proper documentation;
7. All works shall comply with the National Building Code of the Philippines, Fire Code of the Philippines, Philippine Electrical Code and Department rules and Regulations and other relevant laws, rules and regulations.

# Section VII. Drawings

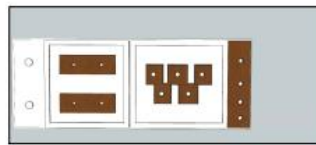
For easy reference, pertinent drawings may be accessed online in the following link:





**ICTMS**


**SERVER**



**CEILING DETAIL**

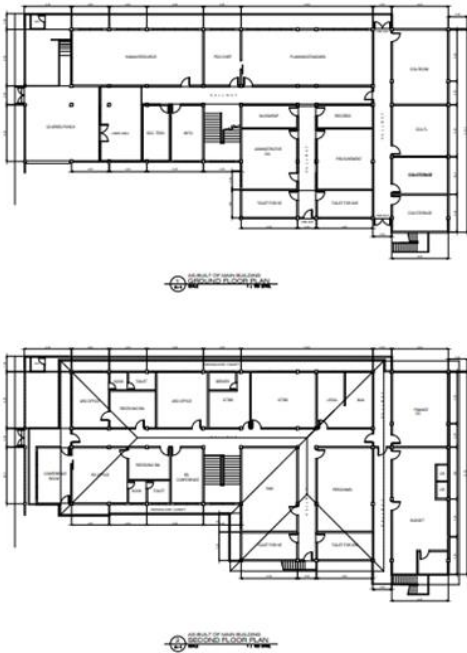


**P E R S P E C T I V E S**

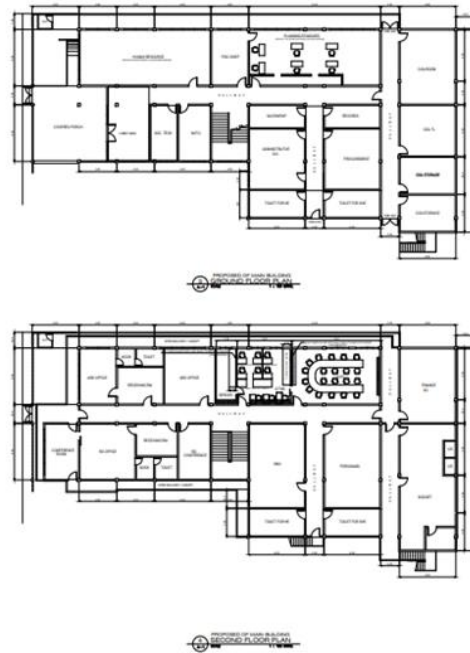
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<http://www.tinyurl.com/aocdswdfo3>

**EXISTING FLOOR PLAN**



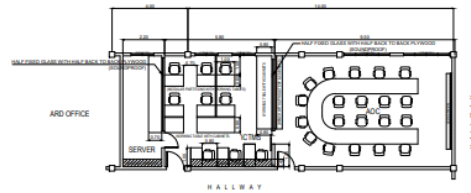
**PROPOSED FLOOR PLAN**



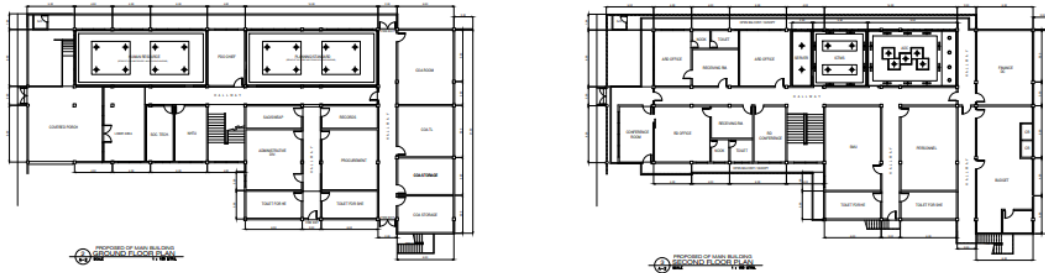
	<b>PROJECT TITLE:</b> UPGRADING OF INFORMATION AND COMMUNICATION TECHNOLOGY MANAGEMENT SERVICE (ICTMS) OFFICE, SERVICE ROOM AND ESTABLISHMENT OF AGENCY OPERATION CENTER (AOC) CENTER AND VARIOUS REPAIR TO OFFICES WITH ICT EQUIPMENT <small>DSWD FIELD OFFICE II, GOVERNMENT CENTER, MAMPIS, CITY OF SAN FERNANDO, PAMPANGA</small>	<b>PREPARED BY:</b>  ROWENA B. RAVAGO OVERALL INFRA. COORDINATOR POC II	<b>CHECKED AND REVIEWED BY:</b>  ENGR. MARIO R. BAUTISTA ENGINEER II	<b>SUBMITTED BY:</b>  ANGELA M. BONDOC HEAD, GENERAL SERVICE SECTION	<b>CERTIFIED AVAILABILITY OF FUND:</b>  RENNAN M. MACAPINLAC BUDGET OFFICER	<b>RECOMMENDING APPROVAL AS TO PURPOSE:</b>  ARMONT C. PECINA CHIEF ADMIN. DIVISION	<b>APPROVED BY:</b>  MARITES M. MARISTELA, CESO III DSWD FO II, REGIONAL DIRECTOR	<b>SHEET NO.:</b>  A-1
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<http://www.tinyurl.com/aocdswdfo3>

### BLOW-UP PLAN



### REFLECTED CEILING PLAN



	<b>PROJECT TITLE:</b> UPGRADING OF INFORMATION AND COMMUNICATION TECHNOLOGY MANAGEMENT SERVICE (ICTMS) OFFICE, SERVICE ROOM AND ESTABLISHMENT OF AGENCY OPERATION CENTER (AOC) CENTER AND VARIOUS REPAIR TO OFFICES WITH ICT EQUIPMENT <small>DAVID FIELD OFFICE II, GOVERNMENT CENTER, MARINA, CITY OF SAN FERNANDO, PAMPANGA</small>	<b>PREPARED BY:</b> ROWENA B. RAVAGO OVERALL INFRA. COORDINATOR FOO II	<b>CHECKED AND REVIEWED BY:</b> ENGR. MARIO R. BAUTISTA ENGINEER II	<b>SUBMITTED BY:</b> ANGELA M. BONDOC HEAD, GENERAL SERVICE SECTION	<b>CERTIFIED AVAILABILITY OF FUND:</b> RENNAN M. MACAPINLAC BUDGET OFFICER	<b>RECOMMENDING APPROVAL AS TO PURPOSE:</b> ARMONT C. PECINA CHIEF ADMIN. DIVISION	<b>APPROVED BY:</b> MARITES M. MARISTELA, CESO III DAVID FO II, REGIONAL DIRECTOR	<b>SHEET NO:</b> A-2
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<http://www.tinyurl.com/aocdswdfo3>

## **Section VIII. Bill of Quantities**

## BILL OF QUANTITIES

Item No.	Item Description	Quantity	Unit	Direct Cost "A" (Materials+ Labor+ Equipment)	AMOUNT
I.	OTHER GENERAL REQUIREMENTS				
	A.) Mobilization and Demobilization	1.00	LOT		
	B.) Demolition	1.00	LOT		
	C.) Construction Safety and Health	1.00	LOT		
SUB - TOTAL (I. OTHER GENERAL REQUIREMENTS)					-
II.	MASONRY WORKS				
	A.) Chb laying, Chb partitions, wall Plastering, Flooring & wall Tiles installation including Floor Topping, Water proofing and damp proofing of entire areas to be repair	623.2	CU.M		
SUB - TOTAL (II. MASONRY WORKS)					-
III.	CARPENTRY WORKS				
	A.) Installation of Fiber Cement Ceiling Board	302.40	SQ.M		
SUB - TOTAL (III.CARPENTRY WORKS)					-
IV.	FABRICATED MATERIALS AND HARDWARES				

	A.)	Installation of fabricated solid doors, Glass doors, Aluminum doors, Wooden panel doors, prefabricated doors and door jambs, including the necessary part and accessories	58.4	SQ.M		
SUB - TOTAL (IV. FABRICATED MATERIALS AND HARDWARES)						-
V.	PAINTING WORKS					
	A.)	Masonry/Concrete Painting walls, ceilings, Wood Painting for the cabinets, Solid Doors, Wooden Doors, Steel and Metal frames including doors and all fabricated hardware	656.7	SQ.M		
SUB - TOTAL (V. PAINTING WORKS)						-
VI.	ELECTRICAL WORKS					
	A.)	Installation of Electrical rough-ins, Devices Connectors and Electrical Accessories for the Building	1.0	LS.		
	B.)	Complete set of Panel boards and sets of safety breaker specified in the Approved Plans	1.0	LS.		
	C.)	Installation of Electrical LED Lighting Fixtures Recessed and cove light including complete necessary accessories	1.0	LS.		
SUB - TOTAL (VI. ELECTRICAL WORKS)						-

VII. MECHANICAL WORKS						
	A.)	Installation of Cooling System (Centralize Air-conditioning and Ventilating System)	1.0	LS.		
SUB - TOTAL (VII.MECHANICAL WORKS)						-
TOTAL DIRECT COST (A)						-
INDIRECT COST						
I. Overhead, Contingencies, and Miscellaneous (15% of A)						-
II. Contractor's Profit (10% of A)						-
III. VAT (5% OF A+B+C)						-
TOTAL INDIRECT COST ( I + II + III + IV + V )						-
TOTAL PROJECT COST (A+H)						-

Name of Bidder: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

## ***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);  
**or**
- ☐ (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;  
**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**
- ☐ (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, 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; **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).

***Class "B" Documents***

- ☐ (n) 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**

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

Other documentary requirements under RA No. 9184

- ☐ (p) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (q) 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**
- ☐ (r) Cash Flow by Quarter.

## ***Section X. Bidding Forms***

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## Bid Form

---

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

Invitation to Bid No.:

**To: DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT  
FIELD OFFICE III  
Diosdado Macapagal Government Center,  
City of San Fernando, Pampanga**

Gentlemen and/or Ladies:

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: **Upgrading of Information and Communication Technology Management Service (ICTMS) Office, Server Room and Establishment of Agency Operation Center (AOC) and various repair to offices with ICT Equipment;**
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid 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 guidelines<sup>1</sup> 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

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<sup>1</sup> currently based on GPPB Resolution No. 09-2020

- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

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

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

## Contract Agreement Form

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### CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
  - a. Philippine Bidding Documents (PBDs);
    - i. Drawings/Plans;
    - ii. Specifications;
    - iii. Bill of Quantities;
    - iv. General and Special Conditions of Contract;
    - v. Supplemental or Bid Bulletins, if any;
  - b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder’s conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Insert Name and Signature]</i>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Insert Name and Signature]</i>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Insert Signatory's Legal Capacity]</i>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>[Insert Signatory's Legal Capacity]</i>
<i>for:</i>	<i>for:</i>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>[Insert Procuring Entity]</i>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <i>[Insert Name of Supplier]</i>

### **Acknowledgment**

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

## Omnibus Sworn Statement

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REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

### AFFIDAVIT

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

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

*[If a sole proprietorship:]* I am the sole proprietor 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]*

## Bid Securing Declaration

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### BID SECURING DECLARATION

Invitation to Bid No.: *[Insert number]*

To: **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**  
**FIELD OFFICE III**  
**Diosdado Macapagal Government Center,**  
**City of San Fernando, Pampanga**

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]*

## **Certification from Insurance Commission**

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**NOTE:** Use this template for the required “Certification from the Insurance Commission”, which shall accompany surety bonds issued for purposes of Bid Security and Performance Security.

### **[Insurance Commission Letterhead]**

#### **CERTIFICATION**

This is to certify that [insert Name of Insurance Company] is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as Fire, Marine, Casualty and Surety under [insert Certificate of Authority Number] effective [insert date of period of effectivity], unless sooner revoked or suspended for cause.

It is certified, moreover, that [insert Name of Insurance Company] is likewise authorized under Administrative Order No. 30 to underwrite and issue Performance Bonds, Bidder’s Bonds, and Surety Bonds, callable on demand in favor of the various agencies and instrumentalities of the government pursuant to the Revised Implementing Rules of RA.9184.

It is further certified that [insert Name of Insurance Company] issued a surety bond under [insert Bond No.] to [insert Name of Service Provider or Supplier] in favor of **Department of Social Welfare and Development** in the amount of [insert amount] for the [insert Name of the Project].

This certification is issued upon the request of [insert Name of the Authorized Representative] of [insert Name of Insurance Company], pursuant to Section 39.2( c ) of the Revised Implementing Rules and Regulations of RA9184.

Issued on the [insert date] in [insert Place].

For the Insurance Commissioner

[insert name of Authorized Representative]

[insert Position and Office]

*Paid under*[insert Official Receipt No.]

**Statement of All On-Going Government and Private Contracts, Including  
Contracts Awarded but Not Yet Started, Whether Similar or Not Similar  
in Nature and Complexity to the Contract to be Bid**

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

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

**A. Government**

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address				b. Date Started			
	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

## B. Private

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address				b. Date Started			
	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

Note: *The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) **Contract or Purchase Order**, (b) **Official Receipt(s) or Sales Invoice** or (c) **User's Certificate of Acceptance/Completion**.*

Name of Bidder: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

## Statement of Single Largest Completed Contract (SLCC)<sup>2</sup> Similar to the Contract to be Bid

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

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

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address				b. Date Started
	c. Contact Nos.		Description	%	c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: *The following documents must be attached to support this statement: (a) **Official Receipt(s) or Sales Invoice** or (b) **User's Certificate of Acceptance/Completion***

Name of Bidder: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

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<sup>2</sup> *The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.4.*

