

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

**Procurement of  
INFRASTRUCTURE  
PROJECTS**

Government of the Republic of the Philippines

**REPAIR/IMPROVEMENT OF OFFICE OF THE  
REGIONAL DIRECTOR AT DSWD-NCR FIELD  
OFFICE THROUGH DESIGN AND BUILD  
SCHEME (2<sup>ND</sup> TIME)**

**(Invitation to Bid No. 22-07-07)**

**Sixth Edition**

# Preface

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

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

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

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

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

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

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



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## ***Glossary of Terms, Abbreviations, and Acronyms***

**ABC** – Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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



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

**CPI** – Consumer Price Index.

**DOLE** – Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.



**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.





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



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**INVITATION TO BID**  
**No. 22-07-07**

**REPAIR/IMPROVEMENT OF OFFICE OF THE REGIONAL DIRECTOR AT DSWD-NCR  
FIELD OFFICE THROUGH DESIGN AND BUILD SCHEME (2<sup>ND</sup> TIME)**

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1. The Department of Social Welfare and Development – National Capital Region, through the ICTMS Continuing Fund: 2021 (Repair & Maintenance of Buildings) intends to apply the sum of **THREE MILLION TWO HUNDRED FIFTY THOUSAND PESOS (Php3,250,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Repair/Improvement of Office of the Regional Director at DSWD-NCR Field Office through Design and Build Scheme (2<sup>nd</sup> Time)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DSWD-NCR* now invites bids for the above Procurement Project. Completion of the Works shall be **One Hundred Twenty-Five (125) Calendar Days reckoned from the date of receipt of Notice to Proceed (NTP)**. 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-NCR Bids and Awards Committee (BAC) Secretariat* and inspect the Bidding Documents at the address given below from 8:00AM to 5:00PM.
5. A complete set of Bidding Documents may be acquired by interested bidders on **4 July 2022 to 25 July 2022; (July 4 to July 25, 2022; 8:00AM to 4:00PM) (July 25, 2022: until 9:30 A.M. only)** from given address and website 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 **Five Thousand Pesos (Php5,000.00)**. The *DSWD-NCR* shall allow the bidder to present its proof of payment for the fees in person.
6. The *DSWD-NCR BAC* will hold a Pre-Bid Conference on **Pre-Bidding Conference on 12 July 2022; 10:00 A.M. at DSWD-NCR-Sanctuary Center, Welfareville Compound, Barangay Addition Hills, Mandaluyong City** and/or through videoconferencing/webcasting via google meet ([meet.google.com/kst-npmx-uxi](https://meet.google.com/kst-npmx-uxi)) 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 **25 July 2022, 9:45 A.M. at DSWD-NCR-Sanctuary Center, Welfareville Compound, Barangay Addition Hills, Mandaluyong City**. Late bids shall not be accepted.



8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall immediately follow after the deadline of the submission and receipt of bids shall be on **25 July 2022, 10:00 A.M. at DSWD-NCR-Sanctuary Center, Welfareville Compound, Barangay Addition Hills, Mandaluyong City.** Bids will be opened in the presence of the Bidder's representatives who choose to attend.
10. The DSWD-NCR reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**THE CHAIRPERSON**

Bids and Awards Committee

DSWD-NCR

c/o BAC Secretariat

Room 301, DSWD-NCR Field Office

389 San Rafael St. cor. Legarda St.

Sampaloc, Manila

Email Address: [dswdnrc.bac@gmail.com](mailto:dswdnrc.bac@gmail.com)

Telephone No.: 5310-1434

12. You may visit the following websites:

For downloading of Bidding Documents: [www.philgeps.gov.ph](http://www.philgeps.gov.ph) and [www.ncr.dswd.gov.ph](http://www.ncr.dswd.gov.ph)

*Issued this 1<sup>st</sup> day of July 2022.*

**ROWELA F. HIZON**  
Chairperson  
Bids and Awards Committee



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



## 1. Scope of Bid

The Procuring Entity, Department of Social Welfare and Development – National Capital Region (DSWD-NCR) invites Bids for the for the **Repair/Improvement of Office of the Regional Director at DSWD-NCR Field Office through Design and Build Scheme (2<sup>nd</sup> Time)** with Project Identification Number **ITB 22-07-08**.

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 – Continuing Fund: 2021 (Repair and Maintenance of Buildings) in the sum of **THREE MILLION TWO HUNDRED FIFTY THOUSAND PESOS (Php3,250,000.00)**.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

## 3. Bidding Requirements

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

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

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



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

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

#### **5. Eligible Bidders**

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. Subcontracting is not allowed.

7.1. 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,



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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 *{[as indicated in the ITB]}* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section 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. In joint ventures, a special PCAB License, and registration for the type and cost of the contract for this Project, shall be required. 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



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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 [*one hundred twenty (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



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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***

#### **Notes on the Bid Data Sheet (BDS)**

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

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

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

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



## Bid Data Sheet

ITB Clause				
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:  <b>a. Repair of Building and Other Structures under Design and Build Scheme.</b>			
7.1	<i>Subcontracting is not allowed</i>			
10.3	<i>[Specify if another Contractor license or permit is required. ]</i>  <i>a. Valid PCAB License</i> <ul style="list-style-type: none"><li><i>Size Range: Medium A</i></li><li><i>License Category: at least Category B</i></li></ul>			
10.4	The key personnel must meet the required minimum years of experience set below:			
	Key Personnel	Minimum Years of Similar Experience (Same Position)	Minimum Years of Similar & Related Experience	
	Team Leader (Licensed Architect/Engineer)	5	5	
	Project Manager (Architect (Licensed Interior Designer/Engineer/Professional)	3	3	
	Foreman	1	1	
	MANPOWER REQUIRED			
	Lead man	1		
	Mason/Tile Setter	6		
	Helper	4		
	Carpenter	2		
	Electrician	1		
	Plumber	1		
	Painter	4		
	10.5	The minimum major equipment requirements are the following:		
		MINIMUM EQUIPMENT REQUIREMENT		
Equipment Description		Capacity	Number of Units	
Bar Cutter			2	
One Bagger Mixer		4-6 ft3/min	1	
Service Vehicle			1	
12	<i>[Insert Value Engineering clause if allowed.]</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> <p>a. The amount of not less than _____ <i>[Insert two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than _____ <i>[Insert five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>
19.2	<p>Partial bids are allowed, as follows:</p> <p><i>[Insert grouping of lots by specifying the items and the quantity for every identified lot.]</i></p>
20	<p><i>[List licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, etc.]</i></p>
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as</p> <ul style="list-style-type: none"> <li>▪ Construction schedule and S-curve,</li> <li>▪ Manpower schedule,</li> <li>▪ Construction methods,</li> <li>▪ Equipment utilization schedule,</li> <li>▪ Construction safety and health program approved by the DOLE,</li> <li>▪ And other acceptable tools of project scheduling.</li> </ul>



## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

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

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

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



## 1. Scope of Contract

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

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

## 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.



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## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

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

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

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

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



## Special Conditions of Contract

GCC Clause	
2	<i>[If different dates are specified for completion of the Works by section, i.e. "sectional completion," these dates should be listed here.]</i>
4.1	<i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</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:] Fifteen (15) years.</i></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:] Five (5) years.</i></p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:] Two (2) years.</i></p>
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>[insert number]</i> days 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 is <i>[insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment]</i> .
14	<i>[If allowed by the Procuring Entity, state:]</i> 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*



**ADMINISTRATIVE DIVISION**  
GENERAL SERVICES SECTION

DRN: \_\_\_\_\_

**TERMS OF REFERENCE**

**I. Project Information**

- a. **Title:** Repair/Improvement of the Office of the Regional Director at DSWD-NCR Field Office through Design and Build Scheme
- b. **Date:** April 28, 2022
- c. **Location:** DSWD-NCR Field Office, 389 San Rafael Corner Legarda Street, Sampaloc, Manila
- d. **Proponent:** General Services Section
- e. **Budgetary Requirement:** Php 3,250,000.00
- f. **Fund Source:** Charged to ICTMS – Continuing Fund: 2021 (Repair & Maintenance of Buildings)

**II. Rationale**

The office of the Regional Director and his staff need to have an improved and conducive environment to compromise efficiency and increase productivity. Modern additional features and improvement of the layout of the workplace environment at the Regional Director's office can promote cooperation and camaraderie among staff, visitors and clients. This proposed office renovation will provide the Regional Director's office with a pleasing and aesthetical breathable space to work with. This can help reduce operating and maintenance expenses.

Improvement includes retiling works, renovation of ceiling, painting works at interior walls, improvement of electrical system at the office and also improvement of the comfort rooms and pantry area. Also, the main door towards the office needs to be replaced as it is observed wear and tear. Included areas inside the office of the Regional Director are the following: Room of the Regional Director, Room of the Regional Executive Assistant, Room for Regional Director's staff, Conference Room, Pantry Area, and Visitor's Lounge.

The General Services Section recommends the repair/improvement of the office of the regional director at DSWD-NCR Field Office. This proposed project is included in the Work and Financial Plan for 2022 chargeable against ICTMS – Direct Release Fund 2021 under Repair and Maintenance of Building.

**III. Objectives**

This proposal has the following objectives:

- o Improve and renovate the appearance and function of the office the Regional Director

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- Repair worn out materials inside the office
- Create a more efficient use of space

**IV. Competence and Qualifications,**

In accordance with the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, Otherwise Known as the Government Procurement Reform Act section 23.4.2., the following persons/entities shall be allowed to participate in the bidding for Infrastructure Projects

1. Duly licensed Filipino citizens/sole proprietorships;
2. Partnerships duly organized under the laws of the Philippines and of which at least seventy-five percent (75%) of the interest belongs to citizens of the Philippines;
3. Corporations duly organized under the laws of the Philippines, and of which at least seventy-five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
4. Cooperatives duly organized under the laws of the Philippines or Persons/entities forming themselves into a joint venture, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract.
5. The prospective bidder must have completed an Single Largest Completed Contract (SLCC) that is similar to the contract to be bid (repair project) and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the ABC to be bid: provided, however, that contractors under **Small A and Small B categories** without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.
6. The SLCC shall be supported by an Owner's Certificate of Final Acceptance issued by the project owner other than the contractor or a final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES). In case of contracts with the private sector, an equivalent document shall be submitted.
7. Contractors with lapses and/or negative feedback on their performance for at least two (2) infrastructure projects with DSWD shall not be considered for this project.
8. Suitably key staff to perform the assignments and their general qualifications and competence, including education and training. The formulation of the plans shall be undertaken by the Team composed of the following key experts and their corresponding qualifications:

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Terms of Reference: Repair/Improvement of the Office of the Regional Director at DSWD-NCR Field Office  
DSWD-NCR | GASD | ADMINISTRATIVE SERVICE



Expert	Qualifications
<b>Team Leader</b>	Licensed Architect/Engineer with at least five (5) in Infrastructure Projects particularly on repair and renovation of an office area
<b>Project Manager</b>	Architect/Engineer/Professional with at least three (3) years-experience in Infrastructure Projects particularly on repair and renovation of an office area
<b>Architect/Licensed Interior Designer</b>	with at least three (3) years similar and relevant experience on infrastructure projects

#### V. Scope of Works

The repair and maintenance project shall cover the following scope of works:

##### i. Design and Planning Stage

Preparation of Design and Construction Plan

##### ii. Construction Stage

###### I. General Requirements

- Mobilization and Demobilization
- Preparation of Design Plan and As built Plan
- Health and Safety

###### II. Civil Works

- Demolition Works
  - Scraping of Existing Wall Finish
  - Demolition Works of Existing Tiles
  - Demolition Works of Existing Wall
  - Dismantling Works of Existing Cabinet
  - Removal Works of Existing Ceiling and Frames
  - Removal Works of Existing Doors and Jambs
  - Removal Works of Existing Electrical conduits and lightings
  - Removal Works of Existing Plumbing Fixtures
  - Hauling of Debris
- Masonry Works
  - Supply and Installation of 4" CHB
  - Plastering Works
  - Supply and Installation of Rebar
- Concrete Topping (for Comfort Rooms)
- Restoration Works on Comfort Room
- Others, Pls. Specify

###### III. Architecture Works

- Finishes
  - Floor Finish
    - Supply and Installation of Vitrified Tiles (600 mm x 600 mm non-slip; including set on tile adhesive; setting with

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- 3 - 5 mm spacing between tiles. Contractor to submit Samples for approval)
- Supply and Installation of Carpet Soft Floor Finish and accessories
- Supply and Installation of Ceramic Tiles (300 mm x 600 mm non-slip; including set on tile adhesive; setting with 3 - 5 mm spacing between tiles. Contractor to submit Samples for approval)
- Supply and Installation of Tile Adhesive (25 kg/bag)
- Supply and Installation of Tile Grout (5 kg/bag)
- Wall Finish
  - Smooth Plastered Paint Finish with baseboard: Interior Surface - 1 coat primer (Acrytex Latex White); 2 finish coats (Acrytex Texture Finish and Tinting Color); Contractor to submit Sample Swatch for approval
  - Consumables (Paint Scraper, Paint Thinner, Paint Brush 2", Skim Coat, Baby Roller, Stopa Rugs, sandpaper etc.)
  - Supply and Installation of Glazed Wall Tiles with separator tile on midheight (300 mm x 600 mm; including set on tile adhesive; setting with 3 - 5 mm spacing between tiles. Contractor to submit Samples for approval) Supply and Installation of Tile Adhesive (25 kg/bag)
  - Supply and Installation of Tile Grout (5 kg/bag)
  - Accent/3D Walls - PVC Baffles, Soundproof Wall Panel, Veneer Planks, 3D Wallpapers, Mosaic (Design for approval of the End user)
- Ceiling Finish
  - Supply and Installation of Fiber Cement Ceiling (install suffice manhole)
  - Supply and Installation of Acoustic Ceiling Board (install suffice manhole)
  - Supply and Installation of Furring Channel (5 m in length)
  - Repaint of Ceiling: 2 coat primers (Acrytex Latex White); 2 finish coats (Flat Latex White / Quick Dry Enamel)
  - Supply and Installation of Ceiling Vents
  - Consumables (Blind Rivet 1/8 x 1/2, Blind Rivet 1/8 x 3/4, Joint Tape, Joint Putty etc.)
- Partition
  - Supply and Installation of Dry Wall (Verify on site)
  - Supply and Installation of Aluminum Framed Tempered window glass Partition Wall with frosted sticker
- Doors and Windows
  - Supply and Installation of Main Door Double Swing Aluminum Framed Tempered Glass Door in 50 x 100 mm Door Jamb with Lever Type of Door Knob and complete lockset (Verify on Site)
  - Supply and Installation of Swing Aluminum Framed Tempered Glass Door in 50 x 100 mm Door Jamb with Lever Type of Door Knob and complete lockset (Verify on Site)
  - Supply and Installation of PVC Flush Door with Louver (Verify on Site)

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- Supply and Installation of Wood Swing Panel Door (Verify on Site)
- Carpentry Works
  - Supply and Installation of Overhead Cabinet (Design for approval of the End user)
- Others, Pls. Specify

IV. Plumbing Works

- Supply and Installation of Sanitary and Drainage Lines
- Supply and Installation of Water Line, Fittings and Accessories
- Supply and installation of Lavatory with faucet and accessories
- Supply and installation of Ceramic Wall Hung Urinal
- Supply and Installation of Water Closet with Bidet and accessories (design to be approved by the End user)
- Supply and Installation of Kitchen Sink with faucet and accessories (design to be approved by the End user)
- Supply and Installation of Mirror
- Supply and Installation of box type waterproof non-perforated toilet bathroom tissue holder
- Supply and Installation of Automatic Hand Dryer
- Waterproofing Works
  - Application of Water proofing grout, Concrete Primer Sealer, Sealant, Water Plaque, and Cementitious Water Proofing
- Other restoration works (existing fixtures) Supply and Installation of Stainless Grab Bars and Handrails
- Others, Pls. Specify

V. Electrical Works

- Supply and Installation of 3 Phased Panel Board (NEMA)
- Supply and Installation of Lighting Fixtures (Pin Light, Surface Panel, LED Downlight 10W Panel Ceiling Light Surface Mounted)
- Installation of Conduits, Boxes & Fittings
- Installation of Wires and Wiring Devices
- Consumables
- Others, Pls. Specify

VI. Mechanical Works

- Repair and Installation of all Air-conditioned Units
- Supply and Installation of Smoke Detector
- Supply and Installation of Exhaust Fan Silent large suction louver fan ventilation with thick and durable mask (for pantry and bathroom)
- Others, Pls. Specify

VII. Miscellaneous Works

- Supply and Installation of Electric Stove (Range Hood)
- Supply and Installation of Reception Counter with Chairs with Fixed Pedestal, Tempered Glass and Backlight Cove Light on counter
- Supply and Installation of Stainless Sign with LED Sign "Office of the Regional Director"; mounted using L-Type stainless stand with screw or solid stainless round bar and Interior Signages
- Supply of Conference Table and Office Chairs (for 12 persons)

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Terms of Reference: Repair/Improvement of the Office of the Regional Director at DSWD-NCR Field Office  
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- Others, Pls. Specify

**VI. Approved Estimated Cost and Schedule**

The total Approved Budget for Contract (ABC) for this project is **Three Million Two Hundred Fifty Thousand Pesos (Php 3,250,000.00)** inclusive of labor and materials chargeable against Direct Release Fund.

**VII. Other Provisions**

1. The contractor shall furnish all the required labor and materials stated in the technical specifications anchored on the plans, working drawings, and cost breakdown (bill of quantities) to complete the project.
2. Awarded contractor shall implement the project in accordance to required technical specifications and time frame.
3. All labor and materials shall conform to the specifications and plans and shall be in accordance to the standard/best quality of workmanship and methods, as prescribed by RA 9184, construction laws, including ordinances of the local government unit.
4. The contractor shall employ competent technical staff to supervise implementation of this project.
5. Contractor shall strictly implement health and safety protocol required by the Interagency Task Force (IATF) For the Management of Emerging Infectious Diseases. Likewise, construction occupational safety and health measures shall be observed at all times in the course of project implementation as per Department Order No. 13 (Occupational Safety and Health) of the Department of Labor and Employment (DOLE). In view hereof contractor shall be responsible and commit to undertake appropriate precautionary measure for the safety and security of staff and residents of the center.
6. Utilities (water and power/electricity) shall be for the account of the contractor. In relation to this it shall provide for the sub-meter for water and electricity supply to measure actual consumption. Total electrical and water expenditures incurred in the course of project implementation and validated by Admin Service shall be paid by the contractor to the DSWD-NCR prior release of final payment. The contractor is obliged to supply alternative electric generator and supply of water prior to the completion of the project, in case of any interruption occurs in the electrical and water supply.
7. Contractor shall conduct coordination meeting with DSWD-NCR representative at least twice a month to assess project status, identify possible obstacles and/or hindering factors and tackle other relevant matters that may encounter in the execution of the project and address the same accordingly.
8. The Contractor are not allowed to hold barrack/temporary shelter for their workers within the premises of the compound.

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9. Drinking of alcoholic drinks and smoking is strictly prohibited inside the working area of the compound. Any worker or staff violates with this provision will be subjected to  
First Offense: 5 calendar day suspension  
Second Offense: Dismissal
10. The contractor is accountable to any repair of damages to DSWD property in connection with the construction work.
11. Good housekeeping shall be observed at all times by the contractor. Debris should be properly cleared regularly and disposed of.
12. In case of conflict, the plan and specification shall govern. Procuring entity shall have the final decision on any apparent conflict between the drawings and specifications or on any contentious point of view.
13. If any item of work or material has been omitted or not indicated which are necessary for the completion of the project the same shall be included in the proposal.
14. Workers of the contractor shall wear uniform with correct protective gear and/or personal protective equipment (PPE) at all times in the course of their work.
15. Workers of the contractor are not employees of the Department, there being no employer-employee relationship between workers and DSWD-NCR. Thus, all labor related claims of workers particularly salaries and benefits in connection with project implementation shall be borne by the contractor. Contractor shall abide by all labor standards of the Department of Labor and Employment (DOLE).
16. The contractor shall secure a communication letter to DSWD-NCR regarding any issue, revisions or change on construction prior commencement of works
17. All materials shall be new and of high quality which shall conform to the Technical specifications and other applicable standard. The Contractor should submit Working Drawings, Shop Drawings, or any other Technical Report and should be approved by the Procuring Entity Three (3) Calendar days before the installation and delivery of materials.
18. Contractor should comply with post qualification requirements.
19. See also Technical Specifications for other provisions

#### **VIII. Accountabilities and Warranty**

The Administrative Service focal staff from the General Service Section will monitor the performance of the contractor based on the project proposal, drawing plans and Terms of Reference (TOR).

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Where the contractor refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the contractor shall pay the procuring entity for liquidated damages, an amount as provided for in the conditions of contract, equal to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day delay. Should the amounts of liquidated damages reach ten (10%) percent of the contract amount, the procuring entity shall at its own discretion, terminate the contract without prejudice to any further action it may take to recover whatever loss incurred due to non-performance of the contractor.

To be entitled to such liquidated damages, the procuring entity does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the contractor the contract and/or collect such liquidated damages from the retention money or other securities posted by the contractor whichever is convenient to the procuring entity

The Contractor warrants that all materials used in the project are brand new and of quality standards and free from defects. The Contractor at its expenses shall undertake all repair and or replacement of materials that are found to be defective and which are brought to the attention of the contractor within one (1) year after the final acceptance of the work by DSWD-NCR. Non-compliance of the terms and conditions stated in the Terms of Reference is ground for termination of the Contract Agreement.

#### IX. Contract Duration and Schedule

The project once awarded to an eligible and responsive contractor shall be completed for **One Hundred Twenty Five (125) calendar days** reckoned from date of receipt of Notice to Proceed (NTP).

#### X. Terms of Payment

Terms of payments shall be the following:

1. Fifteen percent (15%) advance mobilization fund upon signing of the contract.
2. Progress billing every added 15% (15%, 30%, 45%, 60%, 75% & 95% Physical Done), Accomplishment completion, Less: Fifteen Percent (15%) Liquidation of Mobilization Fund and Ten Percent (10%) Retention Fund
3. The remaining ten (10%) retention funds shall cover the warranty for project against materials defects and workmanship which shall be released upon the expiration of warranty period upon substitution with a warranty bond which covers the 10% of the contract price effective for a period of one (1) year.

It is understood that all such payments must be accompanied by the following documents:

1. Letter of Request for Payment (address to the Regional Director)
2. Billing Statements
3. Statement of Work Accomplished (SWA) / Matrix of weight percentages accomplishment

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4. Clear updated pictures of project implementation with description especially on embedded items (progress photos – specify the location where the photos were taken on the approved plan)
5. Photocopy of Vouchers of all previous payment
6. Certified True Copy of Performance Bond
7. Affidavit that contractor complied with the Labor laws and regulations.
8. Other documentary requirements as required by COA Circulars and the DSWD-NCR (PhilGEPS Posting, Certified True Copy of Contract, Notice of Award (NOA), Notice to Proceed, Approved Extension or Suspension)

**XI. Budgetary Requirement and Fund Source**

This Infrastructure Project is charged to Information and Communication Technology Management Service (ICTMS) Section – Continuing Fund: 2021 (Repair & Maintenance of Buildings)

Prepared by:

  
**JOSEPH CARLO R. LANCETA**  
Admin Officer IV  
General Services Section

Recommending Approval:

  
**KHARL T. AMAN**  
Chief Administrative Officer

Noted and Reviewed by:

  
**JERWIN R. REGIO**  
Information Technology Officer III  
Head, Regional Information &  
Communication  
Technology Management Section

Certified As To Inclusion of Fund In The  
NEP:

**GLADYS MARIE C. MAGHARI**  
Admin Officer V  
Head, Budget Division

Approved by:

  
**FERDINAND LAZARO D. BUDENG, MNSA**  
Regional Director

**Conforme:**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Bidder or Authorized Representative

\_\_\_\_\_  
Name and Designation






**ADMINISTRATIVE DIVISION  
FIELD OFFICE NCR**

DSWD-AS-GF-035 | REV 01 | 22 DEC 2021

**CONSTRUCTION SAFETY AND HEALTH PROGRAM**

Date Submitted	April 28, 2022
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Subject/Title	: Repair/Improvement of the Office of the Regional Director at DSWD-NCR Field Office
Location	: DSWD-NCR Field Office, 389 San Rafael corner Legarda Street, Sampaloc, Manila

Item	Description
	<p><b>Statement of Commitment to Comply with OSH Requirements</b></p> <p>I/We (Name of Contractor's Authorized Official and/or Project Owner), by accomplishing this Construction Safety and Health Program, do hereby commit and bind ourselves to comply with the requirements of the Department Order No. 13, series of 1998 – Guidelines Governing Occupational Safety and Health in the Construction Industry and the applicable provisions of the Occupational Safety and Health Standards (OSHS). We also acknowledge our obligation and responsibilities to provide throughout the course of the project the appropriate Personal Protective Equipment (PPE) as added protection for our workers and employees. We also (hereby) commit to implement the necessary job safety and health instructions and training to all our workers for the entire (during the) duration of the project, as well as the safety of the general public.</p>
	<p><b>Company Safety and Health Policy</b></p> <p>It is the general policy of (Name of Contractor/company) to perform work in the safest manner possible consistent with good construction practices. To fulfill the requirements of this policy, an organized and effective Construction Safety and Health Program as described in this program and in consonance with DOLE D.O. No. 13 and the OSH Standards must be carried out on every project. To achieve these objectives, we are committed to perform the following:</p> <ul style="list-style-type: none"> <li>• Identifying potential hazards that may arise from the programmed work activities;</li> <li>• Organizing the work activities so as to minimize the risk arising from them;</li> <li>• Developing and implementing project specific safety and health program;</li> <li>• Establishing and enforcing all necessary safe work procedures, rules and regulations;</li> <li>• Ensuring that all workers are given orientation/briefing or induction prior to deployment to the site;</li> <li>• Establishing a site safety and health committee to act as policy-making body of the project on all issues pertaining to safety and health;</li> <li>• Ensuring the conduct of daily toolbox meetings;</li> <li>• Establishing a system of follow-up of actions and periodic assessment to check program effectiveness.</li> </ul>

PAGE 1 of 12

DSWD Field Office NCR, 389 San Rafael corner Legarda Street, Sampaloc, Metro Manila, Philippines 1008  
 Email: [foner@dswd.gov.ph](mailto:foner@dswd.gov.ph) Tel. No.: (632) 734-8639 Telefax: (632) 488-3110  
 Website: [ncr.dswd.gov.ph](http://ncr.dswd.gov.ph)



Project Details		
Specific name of project and Name of Owner:		
Location of the project:		
Name of General Contractor		
Name of Project Manager/ Contact Number		
Name of Resident Engineer/Interior Designer, if any		
Name and Classification of Constructors (synonymous to builders who undertake or offer to undertake or purport to have the capacity to undertake or submit a bid to, or do themselves or by or through others, construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building, highway, road, railroad, excavation or other structures, project, development or improvement, or to do any part thereof, including the erection of scaffolding or other structures or works in connection with this project. The term constructor includes subcontractor and specialty contractor.)	<b>Name</b>	<b>Classification</b>
	1.	
	2.	
	3.	
	4.	
	5.	
	6.	
	7.	
	8.	
	9.	
10.		
Projected dates of commencement and completion	Start Date: _____ End Date: _____ Est. Days to Complete: _____	
Name and address of Emergency Health Provider (any person or organization who is certified or recognized by the Department of Health and who can provide the same or equivalent emergency health services as an emergency hospital, including emergency treatment or workers on site, emergency transport and care during transport of injured workers to the nearest hospital, with adequate personnel, supplies and facilities for the complete immediate treatment of injuries or illnesses)		
Total Project Cost (Php)		
<b>Construction Safety &amp; Health Committee</b>  Section 11 of D.O. No. 13 requires that rules of Construction Safety and Health Program must be observed and enforced at the project site, each site shall, at the start of the construction have a construction safety and health committee. Composition of Construction Safety and Health Committee (CSHC) Our CSHC at the (Name of Project) is composed of:  Project Manager or his representative as the chairperson/contact number: _____		





	<p>_____</p> <p>Construction Safety and Health (CSH) Officer/contact number:</p> <p>_____</p> <p>_____</p> <p>Workers' representatives (minimum of 3 union members if organized, not necessarily from one employer)</p> <p>Name: _____</p> <p>Designation: _____</p> <p>Name: _____</p> <p>Designation: _____</p> <p>Name: _____</p> <p>Designation: _____</p> <p>Duties of the CSH Committee shall include but are not limited to the following</p> <ol style="list-style-type: none"> <li>1. Plans, develops and oversees the accident prevention programs for the construction project;</li> <li>2. Directs the accident prevention efforts of the establishment in accordance with the safety programs and performance and government regulations in order to prevent accidents from occurring in the worksite;</li> <li>3. Submits reports to the project manager (is this pm of the owner or pm of the gen con?) on its meetings and activities one day after the meeting;</li> <li>4. Reviews reports of inspection, accident investigation and implementation of program;</li> <li>5. Provides necessary assistance to government inspecting authorities in the proper conduct of their activities specifically on the enforcement of the provision of DOLE's OSHS</li> <li>6. Periodic hazards assessment with the corresponding remedial measures/actions for each hazard;</li> <li>7. Initiates and supervises safety and health training for employees. (Check on the boxes or list down the training to be provided for workers and employees)</li> </ol> <p><input type="checkbox"/> 40-Hour Construction Occupational Safety and Health Course</p> <p><input type="checkbox"/> 1-Day Workers Safety &amp; Health Orientation</p> <p><input type="checkbox"/> others, specify: _____</p> <p>Emergency Occupational Health Personnel and Facilities</p> <p>Section 8 of D.O. No. 13 states that the construction project owner or his representative shall provide competent emergency health personnel within the worksite duly complemented by adequate medical supplies, equipment and facilities based on the total number of workers in the site.</p> <p>Emergency Health Personnel and Facilities</p>
--	--



Section 8 of D.O. No. 13 states that the construction project owner or his representative shall provide competent emergency health personnel within the worksite duly complemented by adequate medical supplies, equipment and facilities based on the total number of workers in the site.

#### Emergency Health Personnel and Facilities

CONSTRUCTION STAGE	NO. OF WORKERS	HEALTH PERSONNEL (NAME)

(Use additional sheet if necessary)

#### Safety & Health Promotion & Education:

The (Name of Company) is committed at ensuring that all workers or employees are given orientation/briefing or induction prior to deployment to the site. It is our continuing effort to promote safety and health consciousness to all people involved in this project by providing them with the necessary safety and health training and education to enhance their knowledge and skills to enable us to attain a safe and healthful project site.

#### Workers Safety and Health Orientation/Trainings

We require new workers to attend our Safety & Health Orientation before they are deployed to this project site in consonance to Section 12 of the D.O. 13. The assigned Safety Officer, Mr./Ms (Name of Personnel) will coordinate the conduct of this orientation.

We ensure that they receive instruction and training regarding the general safety and health measures we plan to implement for this project, specifically:

- basic rights and duties of workers at the jobsite;
- means of access and egress both during normal work and in emergency situation;
- measures for good housekeeping;
- location and proper use of welfare amenities and first-aid facilities;
- proper care of PPEs and other protective clothing;
- general measures for personal hygiene and health protection;
- fire precautions to be taken;
- action to be taken in case of any emergencies;



- requirements of relevant health and safety rules and regulations

#### Accident/Incident/Illnesses Investigation & Reporting

We consider accident/incident/illnesses investigation and reporting as our responsibility. Absenteeism can greatly affect our work schedule. Looking for replacement can be costly for the company, the hiring effort, training of new workers, the loss of job momentum affects our productivity. We involve our supervisors in this program because they are more familiar with the people involved, they have better understanding of the operation, and they have personal interest in the investigation since it's their people who are involved. For this reason, the (name of company) is committed to include this responsibility to all supervisors and made them aware about it.

In this project the following person/s will be assigned to conduct accident/incident investigation:

Accidents	All incidents	Illness

(Use additional sheet if necessary)

In conducting the accident/illness investigation, we gather facts, analyze them and make the necessary recommendation.

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We will submit the following reports to the DOLE Regional Office concerned:

In case of any dangerous occurrence or major accidents resulting to death or permanent total disability shall be notified to DOLE Regional Office concerned within 24 hours.

Summary of Work Accident/Illness Exposure Data Report will be submitted on or before the 20th of the month following the date of occurrence of accident (for those projects with short duration or less than one year duration).

#### Personal Protective Equipment (PPE)

Section 6 of D.O. No. 13 requires that every employer shall, at his own expense, furnish his workers with protective equipment for eyes, face, hands, feet, lifeline, safety belt/harness, protective shields and barriers whenever necessary by reason of the hazardous work process or environment, chemical or radiological or other mechanical irritants or hazards capable of causing injury or impairment in the function or any part of the body through absorption, inhalation or physical agent. Provision of PPE shall be in accordance with Rule 1080 of the OSHS (must include





Rule 1070 for noise). The equivalent cost for the provision of PPE (life span, depreciation, replacement, etc.) shall be an integral part of the project cost.

Type of PPE	Quantity Needed	Unit Price (Php)	Total Cost (Php)

(Use additional sheet if necessary)

It is important that all PPE be kept clean and properly maintained. Cleaning is particularly important for eye and face protection where dirty or fogged lenses could impair vision. Our workers or employees inspect, clean, and maintain their PPE according to the manufacturers' instructions before and after each use. Our supervisors are responsible for ensuring that users properly maintain their PPEs in good condition.

We enforce our rule that PPEs must not be shared between workers or employees until it has been properly cleaned and sanitized. PPE are distributed for individual use whenever possible.

If workers or employees provide their own PPEs, we make sure that it is adequate for the work place hazards, and that it is maintained in a clean and stored in a conducive condition.

We never allow the use of defective or damaged PPEs. We immediately discard and replace them to avoid any unintentional use.

We also consider the importance of ensuring that any contaminated PPE which cannot be decontaminated is disposed of in a manner that protects workers or employees from exposure to hazards

#### Safety Signages

Our Safety Signages provides warning to workers and employees and the public about the hazards around the project site. These will be posted in prominent positions at strategic location visible as far as possible in a language understandable to most of the workers and employees as well as the public.

The specific safety signages we intend to set-up for this project include but not limited to (attached picture):

- Mandatory requirement on the usage of PPE prior to entry to the project site
- Areas where there are potential risks of falling objects
- Areas where explosives and flammable substances are used or stored
- Areas where there are tripping or slipping hazards
- All places where contact with or proximity to electrical/facility equipment can cause



	<p>danger</p> <ul style="list-style-type: none"> <li>• All places where workers may come in contact with dangerous moving parts of the machineries or equipment</li> <li>• Location of the fire alarms and fire-fighting equipment</li> <li>• Instructions on the usage of specific construction equipment</li> <li>• Periodic updating of man-hours lost.</li> </ul> <p>We will regularly inspect and maintain in good condition all safety signages that we will be providing for this project. The person in charge in inspecting is/are (complete name of person/s), he/she is/are our (designation). Inspection will be carried out on a weekly basis. Staff of the person-in-charge will remove and replaced any signages that are damaged, illegible, or no longer apply with the current hazard.</p> <p><b>Construction Workers Skills Certification</b></p> <p>The company will ensure that all workers assigned in the critical occupations as defined in Section 15 of D.O. No. 13 and those who will be assigned in the operation of construction heavy equipment (CHE) will undergo mandatory skills testing for certification by TESDA (Attach TESDA certificates of those workers certified by TESDA.)</p> <p><b>Control Measures on Construction Activities</b></p> <p>To ensure safe and healthy working conditions throughout the duration of the project the following control measure activities will be enforced and disseminated to all the workers in the site:</p> <p><b>Major Activities</b></p> <p>Major activities for this project include but not limited to the following: (please check on the box all that applies)</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Demolition</li> <li><input type="checkbox"/> Excavation</li> <li><input type="checkbox"/> Earthmoving</li> <li><input type="checkbox"/> Scaffold</li> <li><input type="checkbox"/> Formwork</li> <li><input type="checkbox"/> Structural Steel</li> <li><input type="checkbox"/> Crane Operation</li> <li><input type="checkbox"/> Concreting</li> <li><input type="checkbox"/> Rebar works</li> <li><input type="checkbox"/> Welding</li> <li><input type="checkbox"/> Electrical</li> <li><input type="checkbox"/> HVAC</li> <li><input type="checkbox"/> Plumbing</li> <li><input type="checkbox"/> Painting</li> <li><input type="checkbox"/> interior Decoration</li> <li><input type="checkbox"/> Others (please specify)</li> </ul>
--	--



### Hazards Identified

Based on the list of activities for this project, we found the following potential hazards that we may possibly encounter in the course of project implementation:

#### Physical Hazards

Physical hazards are the most common in most workplaces. The physical hazards that we identified for this project include but are not limited to the following: (please check on the box all that applies)

- ☐ machineries
- ☐ power and hand tools
- ☐ electrical
- ☐ ladders and scaffolds
- ☐ noise
- ☐ ventilation
- ☐ exposure to heat
- ☐ tripping
- ☐ fall hazards
- ☐ collapse
- ☐ others (please specify)

#### Chemical Hazards

Chemical hazards are present workers handle chemical preparations in any form (solid, liquid or gas). Some are safer than others, however, some workers are more sensitive to chemicals, even the common solutions causing illness, skin irritation or breathing problems. The chemical hazards that we identified for this project include but are not limited to the following: (please check on the box all that applies)

- ☐ solvents
- ☐ paint products
- ☐ acids
- ☐ cleaning products
- ☐ acetylene
- ☐ propane
- ☐ gasoline
- ☐ explosive chemical
- ☐ welding fumes
- ☐ others (please specify)

#### Ergonomic Hazards

Ergonomic hazards occur when the type of work, body position and working conditions put strain on the body. They are the hardest to spot since one does not immediately notice the strain on your body or the harm these hazards pose. Short-term exposure may result in "sore muscles" on the days following exposure, but long-term exposure can result in serious





musculoskeletal injuries. The ergonomic hazards that we identified for this project includes but not limited to the following: (please check on the box all that applies)

- ☐ poor lighting
- ☐ frequent lifting
- ☐ poor posture
- ☐ repetitive motion
- ☐ exertion of force
- ☐ awkward movement
- ☐ others (please specify)

#### **First-Aid, Health Care Medicines and Equipment Facilities**

The company will provide first-aid kit and health care medicines and facilities for workers in the site in accordance with the requirements of Rule 1960 of the OSHS.

#### **Workers Welfare Facilities**

The following welfare facilities will be provided in the site to ensure human working conditions:

- Adequate supply of safe drinking water
- Adequate sanitary, washing and sleeping facilities separate for men and women workers
- Adequate facilities for changing and for the storage and drying of work clothes.
- Adequate accommodation for taking meals.

To assure that the company provides adequate welfare facilities for the workers in the site the company will implement the provision of toilets and other facilities in accordance with the requirements of the Sanitation Code.

#### **Medical Surveillance**

The company will require all employees to undergo a baseline or initial medical health examination prior to assigning to a potentially hazardous activity. The examination will include but not limited to the following:

- Complete medical and work history;
- Physical examination (Pre-employment, During employment and Separation);
- Other special examination (Pulmonary function test, blood panel, ECG >40 years of age, audiogram); Random drug testing.
- Any Covid-19 Related Diseases

#### **Working Hour & Break Time**

The work schedule will be on (please check on the boxes that apply):

☐ Mon. ☐ Tue. ☐ Wed. ☐ Thur. ☐ Fri. ☐ Sat. ☐ Sun

Check on the shift and indicate the work hours for the shift that applies.



- ☐ 1st Shift from \_\_\_\_\_ (am/pm) to \_\_\_\_\_ (am/pm)  
☐ 2nd Shift from \_\_\_\_\_ (am/pm) to \_\_\_\_\_ (am/pm)  
☐ 3rd Shift from \_\_\_\_\_ (am/pm) to \_\_\_\_\_ (am/pm)

Check on the shift and indicate the break for the shift that applies.

- ☐ 1st Shift from \_\_\_\_\_ (am/pm) to \_\_\_\_\_ (am/pm)  
☐ 2nd Shift from \_\_\_\_\_ (am/pm) to \_\_\_\_\_ (am/pm)  
☐ 3rd Shift from \_\_\_\_\_ (am/pm) to \_\_\_\_\_ (am/pm)

#### Construction Waste Disposal

The company including subcontractors will be responsible for minimizing waste generated during the implementation of the project. The following procedures for disposal of wastes will be implemented in the site:

- Ensure that the construction wastes are segregated from that of domestic waste.
- All domestic wastes are to be collected on a daily basis.
- Construction debris (broken hollow blocks, spoiled concrete, loose concrete, etc.) should be taken out on the staging area.
- Oil spills and spoiled greases should be wrapping in the black garbage bag and will be properly disposed. Application of good housekeeping.

#### Emergency Preparedness

The objectives of this are to ensure that the company has developed and communicated plans that will allow for the effective management of emergencies. Attach copy of company emergency preparedness plan.

#### Penalties/Sanctions

For every offenses and violation of any safety rules, regulations and general practices promulgated by the project and/or the company, the company recommended the following penalties and sanctions for violation of CSH program: (Please attach company policy on penalties, if there are any).

Safety Violation	First Offense	Second Offense	Third Offense
No helmet, no safety shoes, no safety belt/harness	Warning	3 calendar day suspension	5 calendar day suspension
no ID, Uniform, working attire, goggles, glove & apron	Warning	3 calendar day suspension	5 calendar day suspension
eating at prohibited area	Warning	3 calendar day suspension	5 calendar day suspension
littering and loitering	Warning	3 calendar day suspension	5 calendar day suspension



smoking at prohibited area	Warning	3 calendar day suspension	5 calendar day suspension
urinating at prohibited area	Warning	3 calendar day suspension	5 calendar day suspension
illegal dismantling of safety signages and paraphernalia	Warning	3 calendar day suspension	Dismissal
illegal gambling	3 calendar day suspension	5 calendar day suspension	Dismissal
overnight stay w/o permission	3 calendar day suspension	Dismissal	
fighting & provoking others	5 calendar day suspension		
working under the influence of drugs and liquor	Dismissal		
possession of illegal drugs, deadly weapon & gambling paraphernalia	Dismissal		
pilferage and robbery	Dismissal		
illegal entry/exit	Dismissal		
refusal to surrender ID & giving false representation	Dismissal		

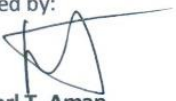
Attach the following upon submittal:

- Certificate of DOLE Company registration under Rule 1020 of the OSHS
- DTI – PCAB License
- Certificates of trainings completed of appointed safety and health personnel
- CHE certificate of testing and inspection (if heavy equipment will be used)
- Skills certification of workers (critical occupations)
- Others \_\_\_\_\_

Prepared by:

  
Joseph Carlo R. Lanceta  
Admin Officer IV

Noted by:

  
Khari T. Aman  
Chief Administrative Officer

**Conforme:**

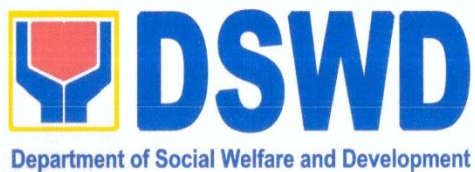
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Name of Company

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Signature of Bidder or Authorized Representative

\_\_\_\_\_  
Name and Designation



## *Section VII. Drawings*




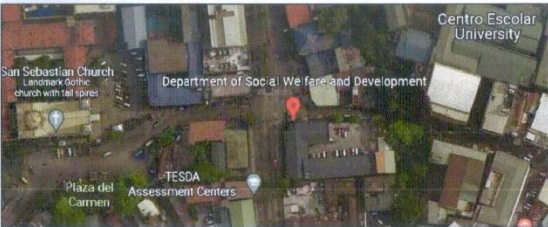




PROJECT TITLE: REPAIR/IMPROVEMENT OF THE OFFICE OF THE REGIONAL  
DIRECTOR AT DSWD-NCR FIELD OFFICE THROUGH DESIGN AND BUILD SCHEME

PROJECT LOCATION: DSWD-NCR FIELD OFFICE, 389 SAN RAFAEL CORNER  
LEGARDA STREET, SAMPALOC, MANILA

DSWD Field Office NCR, 389 San Rafael corner Legarda Street, Sampaloc, Metro Manila, Philippines 1008  
Website: <http://www.dswd.gov.ph> Email: [dswnr@dswd.gov.ph](mailto:dswnr@dswd.gov.ph) Tel Nos.: (632) 8733-0010 to 18 Telefax: (632) 8488-3110





		<b>TABLE OF CONTENTS:</b> G1 EXISTING CONDITION PHOTOS, LOCATION MAP, TABLE OF CONTENTS, NOTES G2 CONCEPTUAL PERSPECTIVE PLAN G3 UTILITY LOCATION A1 CONCEPTUAL FLOOR PLAN A2 CONCEPTUAL FLOOR AND WALL FINISHING LAYOUT A3 REFLECTED CEILING PLAN A4 PANTRY SECTION DETAILS A5 DOOR SCHEDULE				 <b>ADMINISTRATIVE DIVISION</b> <b>FIELD OFFICE - NCR</b> <small>DSWD-AS-07-07   REV 01   22 DEC 2021</small>																																		
<b>1</b> <b>G1</b> EXISTING PHOTOS		<b>NOTES:</b> 1. CONTRACTOR TO VERIFY EXISTING SITE CONDITIONS AND ACTUAL DIMENSIONS AT SITE. 2. SHOULD ANY DISCREPANCY ARISE BETWEEN SCALED DRAWING AND WRITTEN DIMENSIONS, CONTRACTOR SHOULD VERIFY AND INFORM ALL CONCERNS. 3. ALL FIXTURES AND EQUIPMENT SHOULD BE CHECKED AND VERIFIED FIRST BY THE END USER BEFORE INSTALLATION. INCLUDE A SPECIFIC DESCRIPTION, AND WARRANTY DETAILS FOR ALL INSTALLED ITEMS. 4. FOR FINISHES AND PAINT COLOR, A SAMPLE SWATCH SHOULD BE PROVIDED BY THE CONTRACTOR TO BE APPROVED BY THE END USER. 5. CEILING AND CLEARANCE HEIGHT SHOULD BE VERIFIED ON SITE. INFORM END USER FOR ANY DISCREPANCIES ON CEILING HEIGHTS THAT MAY AFFECT THE DESIGN OF CEILING BEFORE CONSTRUCTION.		<b>PROJECT NAME:</b> REPAIR/IMPROVEMENT OF THE OFFICE OF THE REGIONAL DIRECTOR AT DSWD-NCR FIELD OFFICE THROUGH DESIGN AND BUILD SCHEME		<b>LOCATION:</b> DSWD-NCR FIELD OFFICE, 389 SAN RAFAEL CORNER LEGARDA STREET, SAMPALOC, MANILA																																		
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				<b>APPROVED BY:</b>  FERDINAND LAZARO D. BUDENG, MASA <small>Regional Director</small>																																				
				<b>RECOMMENDING APPROVAL:</b>  KHALIL AMAN <small>Chief Administrative Officer</small>																																				
				<b>PREPARED BY:</b>  JOSEPH CARIBAY LUNCETA <small>Admin Officer IV</small>																																				
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**DSWD** **DSWD NCR**

**ADMINISTRATIVE DIVISION**  
FIELD OFFICE NCR  
DSWD-AS-OF-057, REV 01, 22 DEC 2017

**PROJECT NAME:**  
REPAIR/IMPROVEMENT OF THE OFFICE OF THE REGIONAL DIRECTOR AT DSWD-NCR FIELD OFFICE THROUGH DESIGN AND BUILD SCHEME

**LOCATION:**  
DSWD-NCR FIELD OFFICE, 389 SAN RAFAEL CORNER LEGARDA STREET, SAMPALOC, MANILA

**SHEET CONTENT:**  
CONCEPTUAL PERSPECTIVE PLAN

**APPROVED BY:**  
  
FERDINAND LAZARO D. BUDENG, MNSA  
Regional Director

**RECOMMENDING APPROVAL:**  
  
KHAREL T. AMAN  
Chief Administrative Officer

**PREPARED BY:**  
  
JOSEPH CARLOS T. LANCETA  
Admin. Officer IV

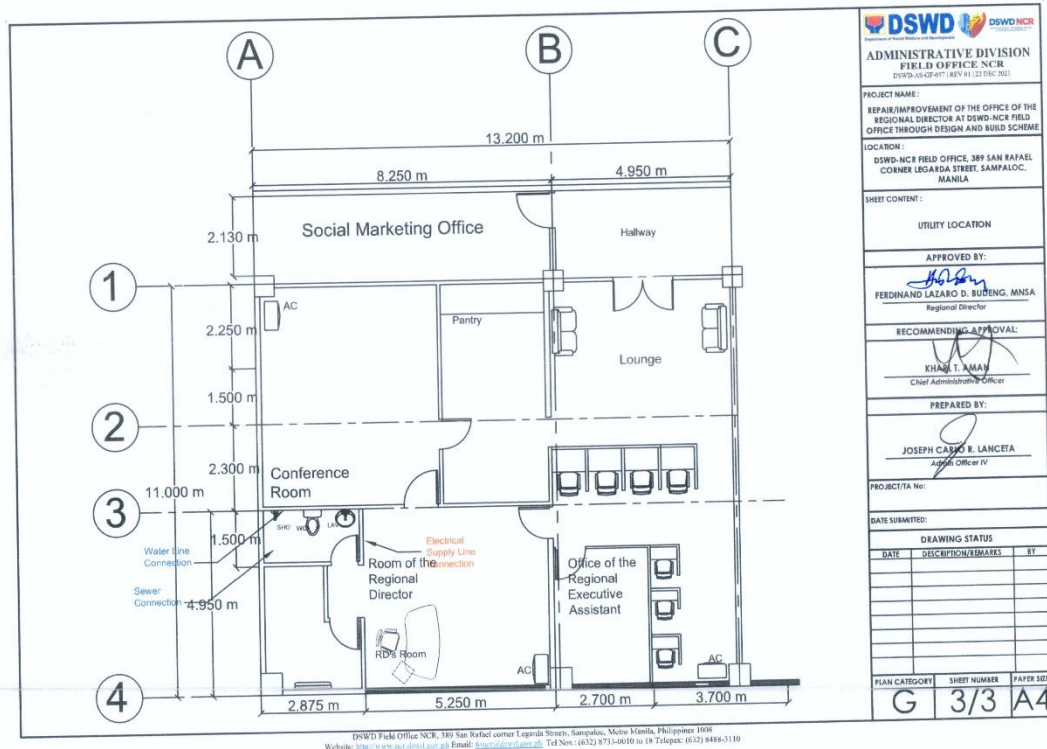
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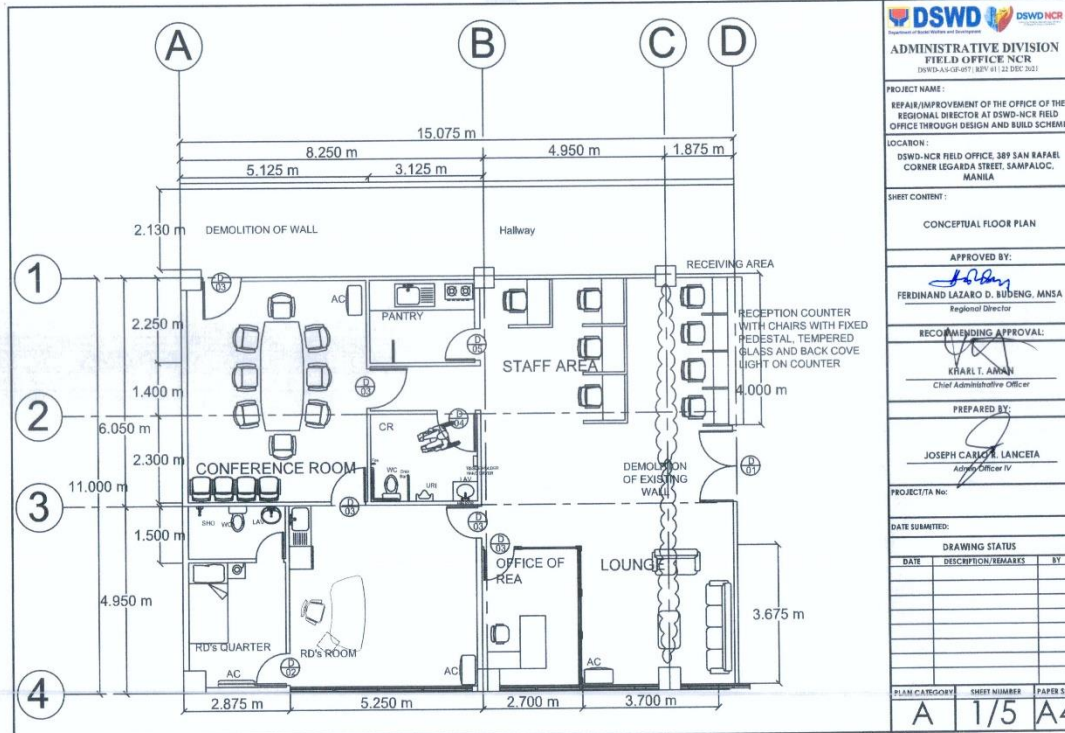
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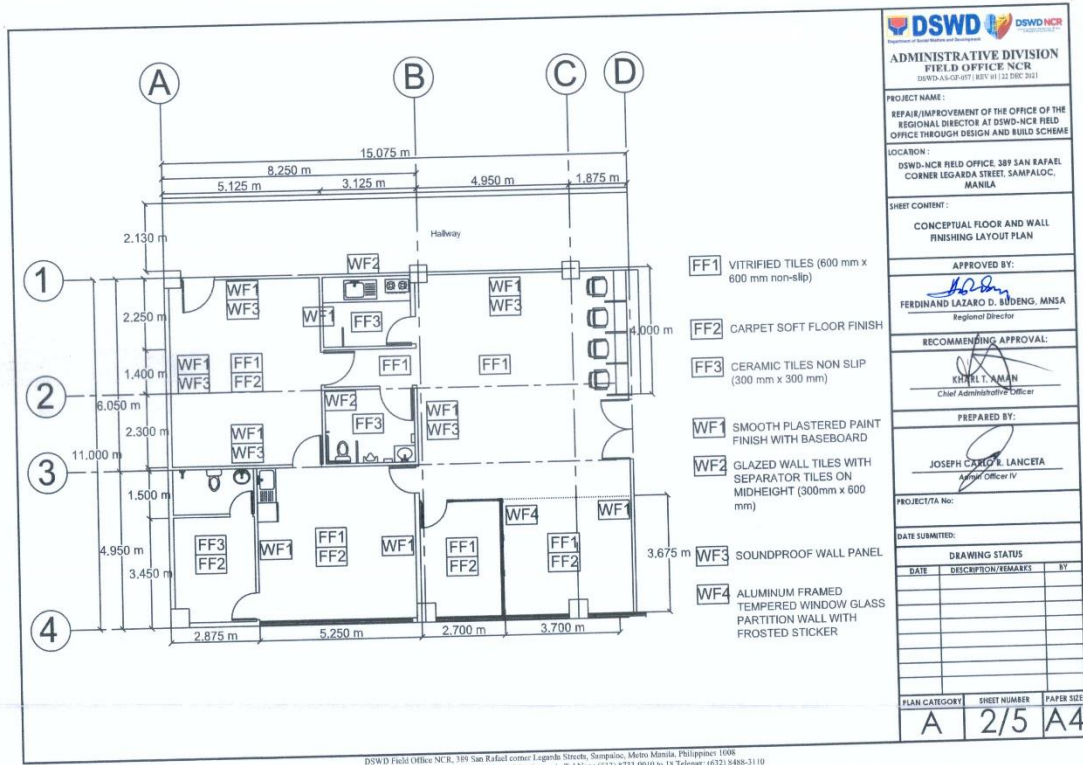
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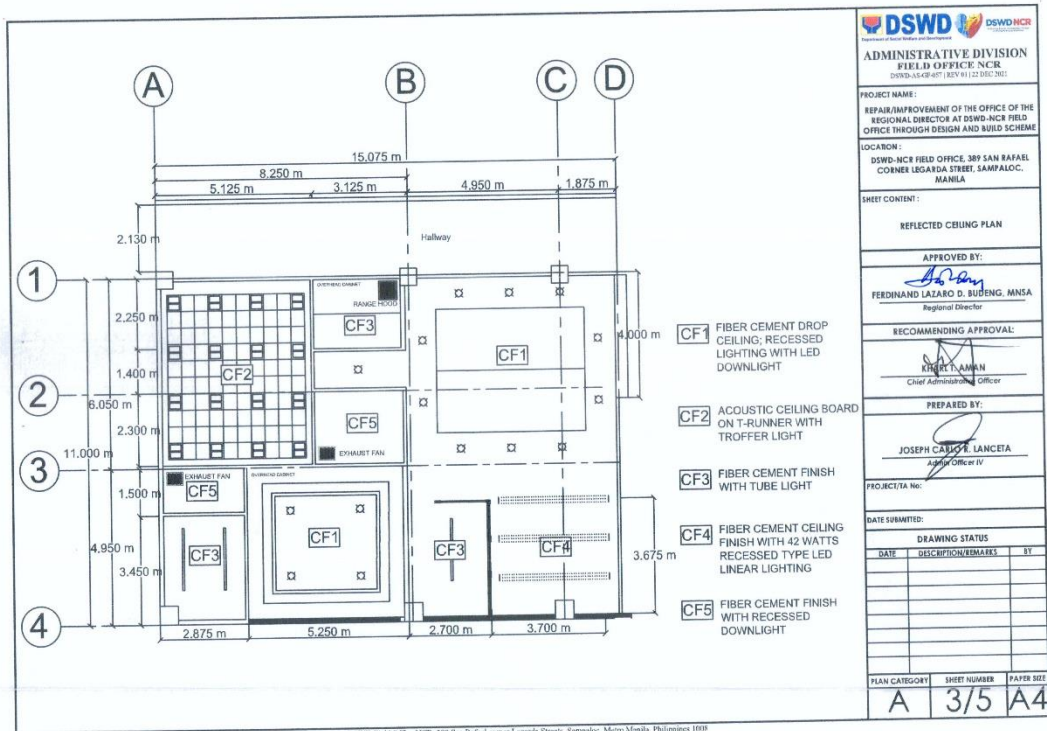
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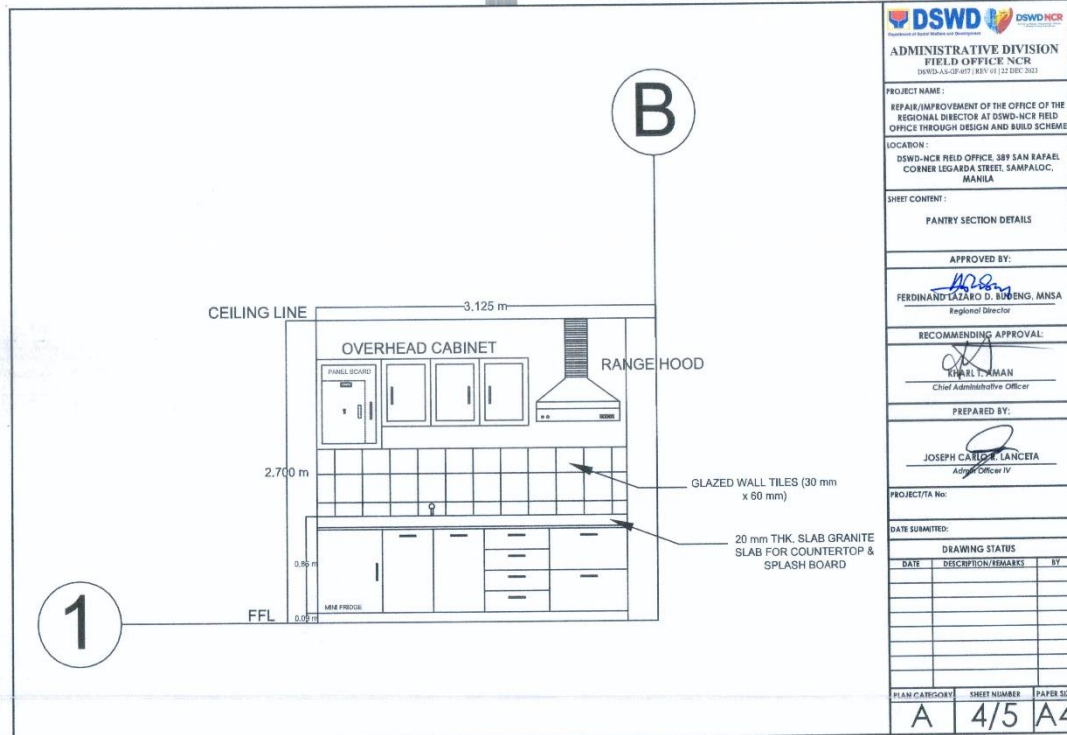














## *Section VIII. Bill of Quantities*



## Bill of Quantities

**Name of Project: Repair/Improvement of Office of the Regional Director at DSWD-NCR Field Office through Design and Build Scheme (2<sup>nd</sup> Time)**

Location of the Project: DSWD-NCR Field Office, 389 San Rafael St. cor. Legarda St. Sampaloc, Manila

Project Duration: One Hundred Twenty-Five (125) Calendar Days

Total Project Cost: **Php3,250,000.00**

Item No.	Item Description	Quantity	Unit	Unit Material Equipment Unit Direct Cost	Material/Equipment Direct Cost	Labor Unit Direct Cost	Labor Direct Cost	Unit Direct Cost	Total Direct Cost
<b>I</b>	<b>CONSTRUCTION STAGE</b>								
<b>1</b>	<b>GENERAL REQUIREMENTS</b>								
	1.1 Mobilization and Demobilization		lot						
	1.2 Preparation of Design Plan and As Built Plan		lot						
	1.3 Health and Safety	4	month						
	1.4 Others (Pls. Specify)								
<b>SUB-TOTAL (General Requirements)</b>									
<b>2</b>	<b>CIVIL WORKS</b>								
	<b>2.1 Demolition Works</b>								
	2.1.1 Scarping of Existing Wall Finish		sq.m.						
	2.1.2 Demolition Works of Existing Tiles		sq.m						
	2.1.3 Demolition Works on Dry Wall Partitions		Sq.m.						
	2.1.4 Dismantling Works of Existing Cabinet		Lot						
	2.1.5 Removal Works of Existing Ceiling and Frames		Sq.m						



	2.1.6 Removal Works of Existing Doors and Jambs		Lot						
	2.1.7 Removal Works of Existing Electrical Conduits		Lot						
	2.1.8 Removal Works of Existing Plumbing Fixtures		Lot						
	2.1.9 Hauling of Debris		Lot						
	<b>2.2 Masonry Works</b>		l.m.						
	2.2.1 Supply and Installation of 4" CHB		Sq.m						
	2.2.2 Plastering Works		Sq.m.						
	2.2.3 Supply and Installation of Rebar		Kg.						
	<b>2.3 Concrete Topping (for comfort rooms)</b>		Sq.m.						
	<b>2.4 Others (pls. specify)</b>								
<b>SUB-TOTAL (Civil Works)</b>									
<b>3</b>	<b>ARCHITECTURE WORKS</b>								
	<b>3.1 Finishes</b>								
	<b>3.1.1 Floor Finish</b>								
	3.1.1.1 Supply and Installation of Vitrified Tiles (600 mm x 600 mm non-slip; including set on tile adhesive; setting with 3-5 mm spacing between tiles. Contractor to submit samples for approval)		Sq. m.						
	3.1.1.2 Carpet Soft Floor Finish and Accessories		Sq. m.						
	3.1.1.3 Supply and Installation of Ceramic Tiles (300 mm x 300 mm non-slip; including set on tile adhesive;		Sq. m.						





	setting with 3-5 mm spacing between tiles. Contractor to submit samples for approval)								
	3.1.1.4 Supply and Installation of Tiles Adhesive (25kg/bag)		Bag						
	3.1.1.5 Supply and Installation of Tile Grout (5kg/bag)		Bag						
	<b>3.1.2 Wall Finish</b>								
	3.1.2.1 Smooth Plastered Paint Finish: Interior Surface – 1 coat primer (Acrytex Latex White); 2 finish coats (Acrytex Texture Finish and Tinting Color) Contractor to submit samples for approval		Sq. m.						
	3.1.2.2 Consumables (Paint Scraper, Paint Thinner, Paint Brush 2” Skim Coat, Baby Roller, Stopa Rugs, Sandpaper, etc.)		Lot						
	3.1.2.3 Supply and Installation of Glazed Wall Tiles (300 mm x 600 mm; including set on tile adhesive; setting with 3-5 mm spacing between tiles. Contractor to submit samples for approval)		Sq. m.						
	3.1.2.4 Supply and Installation of Tile Adhesive (25kg/bag)		Bag						
	3.1.2.5 Supply and Installation of Tile Grout (5kg/bag)		Bag						
	3.1.2.6 Accent/3D Walls – PVC Baffles, Fluted Wall Panel, Veneer Planks, 3D Wallpapers, Mosaic (Design for Approval of the End User)		Lot						
	<b>3.1.3 Ceiling Finish</b>								



	3.1.3.1 Supply and Installation of Fiber Cement Ceiling (Install Suffice Manhole)		Sq. m.						
	3.1.3.2 Supply and Installation of Acoustic Ceiling Board (Install Suffice Manhole)		Sq. m.						
	3.1.3.3 Supply and Installation of Furring Channel (5m in length)		Pcs.						
	3.1.3.4 Repaint of Ceiling; 2 coat primers (Acrytex Latex White); 2 finish coats (Flat Latex White / Quick Dry Enamel)		Sq. m.						
	3.1.3.5 Supply and Installation of Ceiling Vents		Lot						
	3.1.3.6 Consumables (Blind Rivet 1/8 x 1/2, Blind Rivet 1/8 x 3/4, Joint Tape, Joint Putty, etc.)		Lot						
	<b>3.1.4 Partition</b>								
	3.1.4.1 Supply and Installation of Dry Wall Partition with Tinted Viewing Panel Window (Verify Inside)		Sq. m.						
	3.1.4.2 Supply and Installation of Aluminum Framed Partition /wall including Mirrors and Tempered Window Glass and Sliding Door		Sq. m.						
	<b>3.1.5 Doors and Windows</b>								
	3.1.5.1 Supply and Installation of Main Door Double Swing Aluminum Framed Tempered Glass Door in 50 x 100 mm Door Jamb with Lever Type of Door Knob and Complete Lockset (Verify on Site)		Set						



	3.1.5.2 Supply and Installation of Swing Aluminum Framed Tempered Glass Door in 50 x 100 mm Door Jamb with Lever Type of Door Knob and Completed Lockset (Verify on Site)		set						
	3.1.5.3 Supply and Installation of PVC Flush Door with Louver (Verify on Site)		Set						
	3.1.5.4 Supply and Installation of Wood Swing Panel Door (Verify on Site)		Set						
	<b>3.1.6 Carpentry Works</b>								
	3.1.6.1 Supply and Installation of Overhead Cabinet (Design for approval of the End User)		Lot						
	<b>3.2 Others (Pls. Specify)</b>								
<b>SUB-TOTAL (Architecture Works)</b>									
<b>4</b>	<b>PLUMBING WORKS</b>								
	4.1 Supply and Installation of Sanitary and Drainage Lines		Lot						
	4.2 Supply and Installation of Water Line, Fitting and Accessories		Lot						
	4.3 Supply and Installation of Lavatory with Faucet and Accessories		Set						
	4.4 Supply and Installation of Ceramic Wall Hung Urinal		Set						
	4.5 Supply and Installation of Water Closet with Bidet and Accessories (Design to be approved by the end user)		set						



	4.6 Supply and Installation of Kitchen Sink with faucet and accessories (design to be approved by the end user)								
	4.7 Supply and Installation of Mirror		set						
	4.8 Supply and Installation of box type waterproof non-perforated toilet bathroom tissue holder		set						
	4.9 Supply and Installation of Automatic Hand Dryer		set						
	<b>4.10 Waterproofing Works</b>								
	4.10.1 Application of Water Proofing Grout, Concrete Primer Sealer, Sealant, Water Plaque, and Cementitious Water Proofing		lot						
	<b>4.11 Supply and Installation of Stainless Grab Bars and Handrails</b>		Lot						
	4.12 Others (Pls. Specify)								
<b>SUB-TOTAL (Plumbing Works)</b>									
<b>5</b>	<b>ELECTRICAL WORKS</b>								
	5.1 Supply and Installation of 3 Phased Panel Board (NEMA)		lot						
	5.2 Supply and Installation of Lighting Fixtures (Pin Light, Surface Panel, LED Downlight 10W Panel Ceiling Light Surface Mounted)		lot						



	5.3 Installation of Conduits, Boxes and Fittings		lot						
	5.4 Installation of Wires and Wiring Devices		lot						
	5.5 Consumables		lot						
	5.6 Others (Pls. Specify)								
<b>SUB-TOTAL (Electrical Works)</b>									
<b>6</b>	<b>MECHANICAL WORKS</b>								
	6.1 Repair and Installation of Air-condition Units		Lot						
	6.2 Supply and Installation of Smoke Detector		Lot						
	6.3 Supply and Installation of Exhaust Fan Silent large suction louver fan ventilation with thick and durable mask (for pantry and bathroom)		Set						
	6.4 Others (Pls. Specify)								
<b>SUB-TOTAL (Mechanical Works)</b>									
<b>7</b>	<b>MISCELLANEOUS WORKS</b>								
	7.1 Supply and Installation of Electric Stove (Range Hood)		Set						
	7.2 Supply and Installation of Reception Counter with Chairs with Fixed Pedestal, Tempered Glass and Backlight Cove Light on counter		lot						
	7.3 Supply and Installation of Stainless Sign with LED sign "Office of the Regional Director"; mounted using L-Type stainless								



	stand with screw or solid stainless found bar and interior signages								
	7.4 Supply of Conference Table and Office Chairs (for 12 persons)								
	7.5 Supply and Installation of Mini Office Fridge								
	7.6 Others (Pls. Specify)								
<b>SUB-TOTAL (Miscellaneous Works)</b>									
<b>GRAND TOTAL</b>									

**Certified Correct:**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Bidder or Authorized Representative

\_\_\_\_\_  
Name and Designation

\_\_\_\_\_  
Date

**PLEASE USE THIS PRESCRIBED FORMAT IN  
THIS BID FORM**



## ***Section IX. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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





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## Checklist of Technical and Financial Documents

### I. TECHNICAL COMPONENT ENVELOPE

#### *Class “A” Documents*

##### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

##### Technical Documents

- ☐ (b) 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**
- ☐ (c) 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**
- ☐ (d) Special PCAB License in case of Joint Ventures; **and** registration for the type and cost of the contract to be bid; **and**
- ☐ (e) 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**
- ☐ (f) 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**
- ☐ (g) 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

- ☐ (h) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).

#### *Class “B” Documents*

- ☐ (i) 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**



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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

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

*Other documentary requirements under RA No. 9184*

- ☐ (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (l) 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**
- (m) Cash flow by quarter/month



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# BIDDING FORMS



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

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**BID FORM**

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

**Project Identification No.:** \_\_\_\_\_

**To: DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**  
**National Capital Region**  
**389 San Rafael cor Legarda Street, Manila**

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

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

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



**Annex I**

**Statement of Single Largest Completed Contract of Similar Nature Within the Last Three (3) Years Prior to the Date of Submission and Receipt of Bids, equivalent to at least Fifty percent (50%) of the ABC of this project.**

<b>Name of Client and Complete Address  Contact Person  Contact Number</b>	<b>Name of the Contract</b>	<b>Date of the Contract</b>	<b>Kinds of Goods</b>	<b>Amount of Contract</b>	<b>Duration of Contract</b>

Any of the following documents must be attached:

- End-user's Acceptance/Completion; **or**
- Copy of official receipt(s) **or**
- Copy of Sales Invoice and Collection Receipt issued for the contract, if completed, which shall be attached to the statements.

*{Note: Failure to submit a supporting document shall be a ground for disqualification}*

**Certified Correct:**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Bidder or Authorized Representative

\_\_\_\_\_  
Name and Designation

\_\_\_\_\_  
Date

**PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID  
FORM**





**Annex II**

**Statement of All Ongoing Government and Private Contracts (Including Contracts Awarded but not yet Started)**

1. All on-going contracts (including contracts awarded but not yet started, *if ANY*)

Name of Client and Complete Address Contact Person Contact Number	Name of the Contract	Date and Status of the Contract	Kinds of Goods	Amount of Goods	Value of Outstanding Contracts	Purchase Order No./ or Date of Contracts	Duration of Contract

*[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) Notice of Award and (c) Notice to Proceed]*

**Instructions:**

1. Statement of all on going contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid).
2. If there is no ongoing contract including those awarded but not yet started, state none or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

**Certified Correct:**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Bidder or Authorized Representative

\_\_\_\_\_  
Name and Designation

\_\_\_\_\_  
Date

**\*\*No attachments required\*\***

**PLEASE USE THE PRESCRIBED FORMAT IN THIS BID FORM**



**Annex III**

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

**BID SECURING DECLARATION**  
**Project Identification No.: [Insert number]**

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

I/We, the undersigned, declare that:

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



*Annex IV*

**(Bidder's Company Letterhead)**

**Repair/Improvement of Office of the Regional Director at DSWD-NCR Field Office through  
Design and Build Scheme (2<sup>nd</sup> Time)**

**Invitation to Bid (ITB) No.22-07-07**

Approved Budget for the Contract (ABC) – **Php3,250,000.00**

**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

(Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is \_\_\_\_\_ (Php \_\_\_\_\_) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

<b>CA</b>	<b>=</b>	<b>Current Assets</b>	<b>P</b>
<b>Less:</b>			<b>-</b>
<b>CL</b>	<b>=</b>	<b>Current Liabilities</b>	<b>P</b>
<b>Sub-Total 1</b>			<b>P</b>
			<b>X 15</b>
<b>Sub-Total 2</b>			<b>P</b>
<b>Less:</b>			<b>-</b>
<b>C</b>	<b>=</b>	Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	<b>P</b>
<b>NFCC</b>			<b>P</b>

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Note:**

1. The phrase “value of the bidder’s current assets and current liabilities” shall be based on the data submitted to the BIR, which refers to the values of the current assets and current liabilities reflected in the Audited Financial Statements.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex II.
3. The detailed computation must be shown using the formula provided above.
4. The NFCC computation must be at least equal to the ABC of the project
5. Any misrepresentation in the NFCC shall be a ground for disqualification.

**Certified Correct:**

\_\_\_\_\_  
Name of Company



---

Signature of Bidder or Authorized Representative

---

Name and Designation

---

Date

**PLEASE USE THIS PRESCRIBED FORMAT IN  
THIS BID FORM**



Omnibus Sworn Statement

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]*





## Annex VI-A

**ORIGINAL TECHNICAL COMPONENT**

TO : ROWELA F. HIZON  
CHAIRPERSON  
BIDS AND AWARDS COMMITTEE

FROM : \_\_\_\_\_  
(Name of Bidder in Capital Letter)

ADDRESS : \_\_\_\_\_  
(Address of Bidder in Capital Letter)

PROJECT : \_\_\_\_\_

BID REF NO. : \_\_\_\_\_

ABC : PHP \_\_\_\_\_

DO NOT OPEN BEFORE: Date and Time of Bid Opening

**COPY 1 TECHNICAL COMPONENT**

TO : ROWELA F. HIZON  
CHAIRPERSON  
BIDS AND AWARDS COMMITTEE

FROM : \_\_\_\_\_  
(Name of Bidder in Capital Letter)

ADDRESS : \_\_\_\_\_  
(Address of Bidder in Capital Letter)

PROJECT : \_\_\_\_\_

BID REF NO. : \_\_\_\_\_

ABC : PHP \_\_\_\_\_

DO NOT OPEN BEFORE: Date and Time of Bid Opening

**COPY 2 TECHNICAL COMPONENT**

TO : ROWELA F. HIZON  
CHAIRPERSON  
BIDS AND AWARDS COMMITTEE

FROM : \_\_\_\_\_  
(Name of Bidder in Capital Letter)

ADDRESS : \_\_\_\_\_  
(Address of Bidder in Capital Letter)

PROJECT : \_\_\_\_\_

BID REF NO. : \_\_\_\_\_

ABC : PHP \_\_\_\_\_

DO NOT OPEN BEFORE: Date and Time of Bid Opening

**TECHNICAL COMPONENT**

TO : ROWELA F. HIZON  
CHAIRPERSON  
BIDS AND AWARDS COMMITTEE

FROM : \_\_\_\_\_  
(Name of Bidder in Capital Letter)

ADDRESS : \_\_\_\_\_  
(Address of Bidder in Capital Letter)

PROJECT : \_\_\_\_\_

BID REF NO. : \_\_\_\_\_

ABC : PHP \_\_\_\_\_

DO NOT OPEN BEFORE: Date and Time of Bid Opening

SEAL AND SIGNED

DO NOT OPEN BEFORE:  
(Date and Time of Bid Opening)

SEAL AND SIGNED



## Annex VI-B

**ORIGINAL FINANCIAL COMPONENT**

TO : ROWELA F. HIZON  
CHAIRPERSON  
BIDS AND AWARDS COMMITTEE

FROM : \_\_\_\_\_  
(Name of Bidder in Capital Letter)

ADDRESS : \_\_\_\_\_  
(Address of Bidder in Capital Letter)

PROJECT : \_\_\_\_\_

BID REF NO. : \_\_\_\_\_

ABC : PHP \_\_\_\_\_

DO NOT OPEN BEFORE: Date and Time of Bid Opening

**COPY 1 FINANCIAL COMPONENT**

TO : ROWELA F. HIZON  
CHAIRPERSON  
BIDS AND AWARDS COMMITTEE

FROM : \_\_\_\_\_  
(Name of Bidder in Capital Letter)

ADDRESS : \_\_\_\_\_  
(Address of Bidder in Capital Letter)

PROJECT : \_\_\_\_\_

BID REF NO. : \_\_\_\_\_

ABC : PHP \_\_\_\_\_

DO NOT OPEN BEFORE: Date and Time of Bid Opening

**COPY 2 FINANCIAL COMPONENT**

TO : ROWELA F. HIZON  
CHAIRPERSON  
BIDS AND AWARDS COMMITTEE

FROM : \_\_\_\_\_  
(Name of Bidder in Capital Letter)

ADDRESS : \_\_\_\_\_  
(Address of Bidder in Capital Letter)

PROJECT : \_\_\_\_\_

BID REF NO. : \_\_\_\_\_

ABC : PHP \_\_\_\_\_

DO NOT OPEN BEFORE: Date and Time of Bid Opening

**FINANCIAL COMPONENT**

TO : ROWELA F. HIZON  
CHAIRPERSON  
BIDS AND AWARDS COMMITTEE

FROM : \_\_\_\_\_  
(Name of Bidder in Capital Letter)

ADDRESS : \_\_\_\_\_  
(Address of Bidder in Capital Letter)

PROJECT : \_\_\_\_\_

BID REF NO. : \_\_\_\_\_

ABC : PHP \_\_\_\_\_

DO NOT OPEN BEFORE: Date and Time of Bid Opening

SEALED AND SIGNED

DO NOT OPEN BEFORE:  
(Date and Time of Bid Opening)

SEALED AND SIGNED



Annex VI-C

**TECHNICAL COMPONENT ENVELOPE**

TO : ROWELA F. HIZON

FROM :

ADDRESS :

PROJECT :

BID REF No. :

ABC :

**FINANCIAL COMPONENT**

TO : ROWELA F. HIZON  
CHAIRPERSON  
BIDS AND AWARDS COMMITTEE

FROM : \_\_\_\_\_  
(Name of Bidder in Capital Letter)

ADDRESS : \_\_\_\_\_  
(Address of Bidder in Capital Letter)

PROJECT : \_\_\_\_\_

BID REF NO. : \_\_\_\_\_

ABC : PHP \_\_\_\_\_

DO NOT OPEN BEFORE: Date and Time of Bid Opening

TO : ROWELA F. HIZON  
CHAIRPERSON  
BIDS AND AWARDS COMMITTEE

FROM : \_\_\_\_\_  
(Name of Bidder in Capital Letter)

ADDRESS : \_\_\_\_\_  
(Address of Bidder in Capital Letter)

PROJECT : \_\_\_\_\_

BID REF NO. : \_\_\_\_\_

ABC : PHP \_\_\_\_\_

DO NOT OPEN BEFORE: Date and Time of Bid Opening

SEALED AND SIGNED

DO NOT OPEN BEFORE:  
(Date and Time of Bid Opening)

SEALED AND SIGNED

