

PHILIPPINE BIDDING DOCUMENTS

Sixth Edition

Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

SITE DEVELOPMENT OF SSS EAST TRIANGLE PROPERTY

ITB-SSS-CIVIL-2021-003

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TWG Chairperson

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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.

SSS – Social Security System.

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

UN – United Nations.

Section I. Invitation to Bid





REPUBLIC OF THE PHILIPPINES SOCIAL SECURITY SYSTEM

East Avenue, Diliman, Quezon City Tel. Nos. (632)8920-6401*(632)8920-6446

E-mail: member relations@sss.gov.ph*Website http://www.sss.gov.ph

Invitation to Bid *ITB-SSS-CIVIL-2021-003*

SITE DEVELOPMENT OF EAST TRIANGLE PROPERTY

Approved Budget for the Contract (ABC)	Delivery/ Completion	Price of Bid Documents		of Activities /Time
& Source of Fund	Period	(non- refundable)	Pre-bid Conference	Deadline of submission and receipt of bids
P 9,641,421.48 2021 Approved Budget for Investment Income – Capital Outlay (CO) with Code PAP 402 of the 2021 Annual Procurement Plan (APP)	One Hundred Twenty (120) calendar days upon receipt of Notice to Proceed and signed Contract	₱ 10,000.00	September 9, 2021 (Thursday) 2:30pm	September 30, 2021 (Thursday) 2:00pm

- 1. The SOCIAL SECURITY SYSTEM (SSS) now invites bids for the above Procurement Project. Completion of the Works is required within the period of one hundred twenty (120) calendar days upon receipt of Notice to Proceed and signed Contract. Bidders should have completed a contract similar to the Project within five (5) years prior to submission and opening of Bids. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 2. Bids received in excess of the ABC shall be automatically rejected at Bid opening.
- 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 *SSS* and inspect the Bidding Documents at the address in the last item of the ITB from Monday to Friday, 8:00 a.m. to 5:00 p.m.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders starting 28 August 2021 up to the scheduled submission & opening of bids from the address stated in the last item of the ITB and upon payment of the applicable fee for the Bidding Documents, in the amount specified above.

The mode of payment will be on a cash basis payable at the SSS Cash Department, SSS Main Bldg., Ground floor, upon accomplishment of SSS Form R-6. The Bidding Documents shall be received personally by the prospective Bidder or his authorized representative.

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

6. The SSS will hold a Pre-Bid Conference on the date and time specified above at the Bidding Room (formerly CDPRD Computer Room), 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City which shall be open to prospective bidders, but attendance shall not be mandatory.

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The Pre-Bid Conference will be conducted through online conference using Microsoft Teams. Kindly e-mail us on or before 08 September 2021, through e-mail address bac@sss.gov.ph, the following:

- a. Name of the representative and e-mail address; and
- b. Technical and administrative queries.
- 7. Bids must be duly received by the BAC Secretariat at the Bidding Room, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City on the deadline specified above. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the **ITB** Clause 14.

Bid opening shall be on the date and time specified above at the Bidding Room, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address above. Late bids shall not be accepted.

- 8. References to the dates and times shall be based on Philippine Standard time. Should any of the above dates fall on a holiday, the deadline shall be extended to the same time on the immediately succeeding business day in Quezon City.
- 9. The SSS reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 Revised IRR of the RA 9184, without thereby incurring any liability to the affected bidder or bidders.
- 10. The SSS assumes no obligation to compensate or indemnify parties for any expense or loss that they may incur as a result of their participation in the procurement process, nor does SSS BAC guarantees that an award will be made as a result of this invitation. Furthermore, the SSS reserves the right to waive any defects or formality in the responses to the eligibility requirements and to this invitation and reserves the right to accept the proposal most advantageous to the agency.
- 11. For further information, please refer to:

Bids & Awards Committee The Secretariat

2nd Flr., SSS Main Bldg., East Ave., Diliman, Q.C. Tel # (632) 8922-1070; 8920- 6401 local 5492 & 6382 Email – bac@sss.gov.ph

12. Bidding documents may be downloaded from the PROCUREMENT tab at www.sss.gov.ph starting **28 August 2021**.

THE VICE-CHAIRPERSON BIDS & AWARDS COMMITTEE

ref.: itb-sss-civil-2021-003-Site Development of East Triangle

Section II. Instructions to Bidders



1. Scope of Bid

The Procuring Entity, *Social Security System* wishes to receive Bids for the Site Development of SSS East Triangle Property, with identification number *ITB-SSS-Civil-2021-*

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 CY2021 in the amount of Nine Million Six Hundred Forty-One Thousand Four Hundred Twenty-One Pesos and 48/100 centavos (P 9,641,421.48).
- 2.2. The source of funding is: 2021 Approved Budget for Investment Income Capital Outlay (CO) with Code PAP 402 of the 2021 Annual Procurement Plan (APP)

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **Bidding Room**, **2nd Floor**, **SSS Main Bldg.**, **East Avenue**, **Diliman**, **Quezon City and/or through online conference using Microsoft Teams** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

15. Bid Security

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

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet



Bid Data Sheet

	Dia .	Dutt	Bileet			
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:					
	Land Development or Road Construction Projects completed within five (5) years prior to the deadline for the submission and opening of bids.					
7.1	Subcontracting is not allo	wed.				
10.3	PCAB License and Regis	tration				
	Particular					İ
	License Category		C & D)		l
	Size Range		Small I			l
	Classification					l
	Ciassification		General Engi	neering		
10.4	The key personnel must below:		required minimu	•	-	
	Key Personnel		work experience		eld of Exp	
	Project Manager		10 years		construct	
	Project Engineer/Architect		5 years		construct	
	Electrical Engineer	ter 5 years Land development construction			tion	
	Surveyor	5 years		d development/ road construction		
	Foreman	5 years		Land development/ road construction		
10.5	Except for the Foreman, all key personnel should be PRC-registered engineers / architects in good standing. The minimum major equipment requirements are the following:				registered	
			C :	Т	NT 1	CII
	Equipment Vibratory Steel Wheel	Roller	Capacity 10MT		Number	r of Units
	Compactor	Roner	10111			1
	Motorized Road Grader		140 HP			1
	Asphalt Paver		10 HP			1
	Hand Tools & other Equip	ment			As n	needed
12	Not applicable.					
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than <u>P 192,828.43</u> or 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;					
	b. The amount of not less than <u>P 482,071.07</u> or 5% of ABC, if bid security is in Surety Bond.					
19.2	Partial bid is not allowed.					



20	The Lowest Calculated Bidder shall submit the following:		
	1. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document		
	2. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;		
	3. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)		
	4. Latest Audited Financial Statements		
	5. Latest income tax return corresponding to the Audited Financial Statements submitted, filed electronically (EFPS);		
	6. Quarterly VAT (business tax returns) per Revenue Regulations 3-2005 for the last six (6) months filed electronically (EFPS);		
21	Not applicable.		

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Section IV. General Conditions of Contract



1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

4. The Contractor's Obligations

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

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

5. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

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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



Special Conditions of Contract

GCC Clause	
2	Not applicable.
3.1	The SOCIAL SECURITY SYSTEM shall give possession of all parts of the Site to the Contractor seven (7) calendar days after receipt of the Notice to Proceed and signed Contract/Job Order whichever comes first.
6	Not applicable.
7.1	The warranty period shall cover one (1) year from the date of project completion up to final acceptance or the defects liability period.
7.2	Not applicable.
8	Liability of the Contractor
	 CONFIDENTIALITY. Neither party shall, without the prior written consent of the other, disclose or make available to any person, make public, or use directly or indirectly, except for the performance and implementation of the works, any confidential information, acquired from an information holder in connection with the performance of this Contract, unless: (i) the information is known to the disclosing party, as evidenced by its written records, prior to obtaining the same from the information holder and is not otherwise subject to disclosure restrictions on the disclosing party, (ii) the information is disclosed to the disclosing party by a third party who did not receive the same, directly or indirectly, from an information holder, and who has no obligation of secrecy with respect thereto, or (iii) required to be disclosed by law. The obligation of confidentiality by both parties, as provided herein, shall survive the termination of the Agreement. MERGER AND CONSOLIDATION. In case of merger, consolidation or change of ownership of the CONTRACTOR with other company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform SSS of the change in corporate structure/ownership. Failure to do so shall translate in such company assuming all liabilities of
	 the acquired/merged company under the Agreement. FORCE MAJEURE. SUPPLIER shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that CONTRACTOR's delay in performance or other failure to perform its obligations under this Agreement is the result of a force majeure.
	For purposes of this Agreement the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which CONTRACTOR could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by CONTRACTOR. Such events may include, but not limited to, acts of SSS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.



If a force majeure situation arises, CONTRACTOR shall promptly notify SSS in writing of such condition and the cause thereof. Unless otherwise directed by SSS in writing, CONTRACTOR shall continue to perform its obligations under this Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure.

- 4. NON-ASSIGNMENT. CONTRACTOR shall not assign its rights or obligations under this Agreement, in whole or in part, except with SSS's prior written consent. CONTRACTOR shall not subcontract in whole or in part the PROJECT and deliverables subject of this Agreement without the written consent of SSS.
- 5. WAIVER. Failure by either party to insist upon the other strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as modification of any of the provisions of the Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.
- 6. CUMULATIVE REMEDIES. Any and all remedies granted to the parties under the applicable laws and the Contract shall be deemed cumulative and may therefore, at the sole option and discretion, be availed of by the aggrieved party simultaneously, successively, or independently.
- 7. NO EMPLOYER-EMPLOYEE RELATIONSHIP. It is expressly and manifestly understood and agreed upon that the employees of CONTRACTOR assigned to perform the PROJECT are not employees of SSS. Neither is there an employer-employee relationship between SSS and CONTRACTOR.

The Agreement does not create an employer-employee relationship between SSS and the CONTRACTOR including its personnel; that the services rendered by the personnel assigned by CONTRACTOR to SSS in the performance of its obligation under the contract do not represent government service and will not be credited as such; that its personnel assigned to SSS are not entitled to benefits enjoyed by SSS' officials and employees such as Personal Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA), ACA, etc.; that these personnel are not related within the third degree of consanguinity or affinity to the contracting officer and appointing authority of SSS; that they have not been previously dismissed from the government service by reason of an administrative case; that they have not reached the compulsory retirement age of sixty-five (65); and that they possess the education, experience and skills required to perform the job. The CONTRACTOR hereby acknowledges that no authority has been given by SSS to hire any person as an employee of the latter. Any instruction given by SSS or any of its personnel to CONTRACTOR's employees are to be construed merely as a measure taken by the former to ensure and enhance the quality of project performed hereunder. The CONTRACTOR shall, at all times, exercise supervision and control over its employees in the performance of its obligations under the contract.

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- 8. PARTNERSHIP. Nothing in the contract shall constitute a partnership between the parties. No party or its agents or employees shall be deemed to be the agent, employee or representative of any other party.
- 9. COMPLIANCE WITH SS LAW. CONTRACTOR shall report all its employees to SSS for coverage and their contributions, as well as, all amortizations for salary/education/calamity and other SSS loans shall be updated. Should CONTRACTOR fail to comply with its obligations under the provisions of the SS Law and Employees' Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties from CONTRACTOR's receivables under this Agreement.

Further, prescription does not run against SSS for its failure to demand SS contributions or payments from CONTRACTOR. Moreover, CONTRACTOR shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS.

10. COMPLIANCE WITH LABOR LAWS. CONTRACTOR, as employer of the personnel assigned to undertake the PROJECT, shall comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, and other labor-related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG, PhilHealth and taxes) with concerned government agencies/offices.

It is agreed further, that prior to the release of any payment by SSS to SUPPLIER, its President or its duly authorized representative, shall submit a sworn statement that all monies due to all its employees assigned to the PROJECT as well as benefits by law and other related labor legislation have been paid by CONTRACTOR and that he/she assumed full responsibility thereof.

11. COMPLIANCE WITH TAX LAWS. CONTRACTOR shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to SSS within the duration of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by CONTRACTOR to comply with the foregoing shall entitle SSS to suspend payment of the Contract Price.

As required under Executive Order (EO) 398, s. 2005, CONTRACTOR shall submit income and business tax returns duly stamped and received by the BIR, before entering and during the duration of this Agreement. CONTRACTOR, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. CONTRACTOR shall pay taxes in full and on time and that failure to do so will entitle SSS to suspend or terminate this Agreement.

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- 12. LIQUIDATED DAMAGES. If CONTRACTOR fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in the PBD inclusive of duly granted time extensions if any, SSS shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), SSS may rescind or terminate this Agreement, without prejudice to other courses of action and remedies open to it.
- 13. HOLD FREE and HARMLESS. SUPPLIER agrees to defend, indemnify, and hold SSS free and harmless from any and all claims, damages, expenses, fines, penalties and/or liabilities of whatever nature and kind, whether in law or equity, that may arise by reason of the implementation of the Agreement. In addition, CONTRACTOR agrees to indemnify SSS for any damage as a result of said implementation.

SUPPLIER hereby assumes full responsibility for any injury, including death, loss or damage which may be caused to SSS' employees or property or third person due to CONTRACTOR's employees' fault or negligence, and further binds itself to hold SSS free and harmless from any of such injury or damage. SSS shall not be responsible for any injury, loss or damage which CONTRACTOR or any of its employees may sustain in the performance of CONTRACTOR's obligations under this Agreement.

14. SETTLEMENT OF DISPUTES. If any dispute or difference of any kind whatsoever shall arise between SSS and CONTRACTOR in connection with or arising out of this Agreement, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If after thirty (30) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either SSS or CONTRACTOR may give notice to the other Party of its intention to commence arbitration, in accordance with RA No. 876, otherwise known as the "Arbitration Law" and RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004," in order to settle their disputes.

No arbitration in respect of this matter may be commenced unless such notice is given.

Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

- 15. VENUE OF ACTIONS. In the event court action is necessary in order to promote Arbitration, such action shall be filed only before the proper courts of Quezon City, to the exclusion of all other venues.
- 16. GOVERNING LAW. The Agreement shall be governed by and interpreted according to the laws of the Republic of the Philippines.
- 17. AMENDMENTS. This Agreement may be amended only in writing and executed by the parties or their duly authorized representatives.

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	 18. SEPARABILITY. If any one or more of the provisions contained in the contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid illegal or unenforceable term of provision. 19. BINDING EFFECT. The Agreement shall be binding upon the Parties hereto, their assignee/s and successor/s-in-interest. 		
10	Dayworks are a	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 five (5) calendar 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 ten percent (10%) of the cost of accomplishment of the progress billing on top of the usual ten percent (10%) retention money.		
13	Advance paym	ent is not allowed.	
14	Progress payment shall be made in four (4) billings and upon written request by the Contractor, following the matrix below: Progress Payment Work Accomplishment		
	1 st Billing	Fifteen percent (15%) or more of the contract cost has been accomplished and submission of the progress report as certified by the Procuring Entity's Representative including the following: 1. An irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity. 2. Approved plans and permits by the Office of the Building Official of the responsible LGU	
	2 nd Billing	Thirty-five percent (35%) or more of the contract cost has been accomplished and submission of the progress report as certified by the Procuring Entity's Representative	
		Seventy percent (70%) or more of the contract cost has been accomplished and submission of the progress	



	4 th Billing	One hundred percent (100%) completion of the project and upon issuance of Certificate of Completion as certified by the Procuring Entity's Representative	
	Materials and equipment delivered on the site but not completely put in place/installed on site shall NOT be included for payment.		
		noney and the cumulative value of the work previously certified ould be deducted from the progress payments.	
15.1	The date by which operating and maintenance manuals are required is two (2) weeks after the completion of the project.		
	The date by which "as built" drawings are required is two (2) weeks after the completion of the project.		
15.2		be withheld for failing to produce "as built" drawings and/or maintenance manuals by the date required is ten percent (10%) Price.	

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Section VI. Specifications

Please see Annex A Scope of Works and Technical Specifications

Annex A

PROJECT: SITE DEVELOPMENT OF EAST TRIANGLE PROPERTY

SSS Livelihood and Trade Center, East Avenue, Diliman, Quezon City

SUBJECT: SCOPE OF WORKS AND MATERIAL SPECIFICATIONS

DATE : **January 14, 2021**

I. SCOPE OF WORK

A. Scope of Work

The work contemplated under this contract shall consist of the furnishing of all materials, labor, plant, tools and equipment, permits including the satisfactory performance of all work necessary for the complete execution of all the works as shown on the plans, specifications and other contract documents.

Materials deemed necessary to complete the works but not specifically mentioned in the specifications, working drawings or in the other contract documents are inferred, and shall be supplied and installed by the contractor without extra cost to the owner. Such material shall be of the highest quality available, installed and applied in workmanlike manner at prescribed or appropriate locations.

1. GENERAL REQUIREMENTS

- 1.1 Processing and Securing Permits & Clearances including Fees and Reproduction of Signed and Sealed Plans, As-Built Plans.
- 1.2 Temporary Facilities, Site Enclosure/barricade, Safety signages, Provision of sub-meters for Water and Electricity in case the contractor will connect to SSS distribution lines.
- 1.3 Mobilization and Demobilization

2. DEMOLITION WORKS

- 2.1 Existing Motor pool/Garage and other structure affected in the proposed parking area.
- 2.2 Hauling & Disposal of Debris & Waste Materials
- 2.3 Removal and transfer of all SSS equipment for disposal. Transfer site is within the SSS East Triangle property
- 2.4 Cutting/Trimming of Trees including permits & clearances.

3. ASPHALT OVERLAY (Item 310-Bituminous Concrete Surface Course Hot Laid) FOR THE EXISTING ROADS WITH ASPHALT PAVEMENT AND APPLICATION OF ITEM 310 ON THE EXISTING ROAD WITH AGGREGATE BASE COURSE FINISH

3.1 Subbase Preparation

- a. Repair all potholes and remove defective pavement and unstable surface materials. Cut the patch area vertically and horizontally to provide good lines for compaction later. For small areas to be repaired, back fill the hole with hot plant-mix material such as Asphalt Concrete. The asphalt should be compacted in lifts of no more than 3 inches thick to obtain optimum patch life. Small patch areas can be compacted with a vibrating plate compactor, while a roller for large patches.
- b. For large areas to be repaired, remove defective pavement and unstable surface materials. Provide or back fill 100 mm thick subbase course (Item

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- 200). For roads without asphalt pavement, same shall be done to correct all depressions and to level the surface area.
- c. Subbase material (Item 200) shall be placed at a uniform mixture on the road in a quantity which will provide the required compacted thickness. The moisture content of subbase material shall, if necessary, be adjusted prior to compaction by watering with approved sprinklers mounted on trucks or by drying out, as required in order to obtain the required compaction.
- d. Any irregularities or depressions that develop during compaction shall be corrected by loosening the material at these places and adding or removing material until surface is smooth and uniform.
- e. Compaction of each layer shall conform to the required field density of AASHTO T 180.
- 3.2 Application of Bituminous Prime coat (for treating aggregate base course)
 - a. Before applying prime coat, the entire surface to be treated shall be ensured free from all dirt and other objectionable materials. Prior to the application of prime coat, the surface shall be slightly moist. It shall be applied by means of a pressure distributor in a required temperature for bituminous materials. Rate of application shall be within the range of 1 to 2 liters per square meter.
 - b. Prime coat shall be left undisturbed for a period of at least 24 hours or until such time that it has sufficiently cured and should=y not be opened to traffic so that it will not picked up by the wheels of passing vehicles.
- 3.3 Application of Bituminous Tack Coat (for treating existing bituminous concrete surface)
 - a. This item shall consist of preparing and treating an existing bituminous concrete surface with bituminous material in accordance with plans and specifications.
 - b. Prior to the application of tack coat the whole surface to be treated shall be cleaned of loose and foreign materials by means of power broom or power blower. Surface shall be slightly sprayed with water but not saturated.
 - c. Application of tack coat shall be applied using pressure distributor in a required temperature for the said material. Rate of application shall be within the range of **0.2** to **0.7** liter per square meter.
 - c. Traffic shall be kept off the tack coat at all times. The tack coat shall be sprayed only so far in advance on the surface course as will permit it to dry to a "tacky" condition. The contractor shall maintain the tack coat until the next course has been applied. Any area that has become fouled by traffic or otherwise, shall be cleaned and resprayed at the contractor's expense before the next course is applied.
- 3.4 Application of Bituminous Concrete Surface Course, Hot Laid (Item 310)
 - a. This item shall consist of constructing a Bituminous concrete surface Course composed of aggregates, mineral filler and bituminous material mixed in central plant, constructed and laid hot on the prepared base in accordance with this specification and in conformity with lines, grades, thickness and typical cross section as shown in the plan.
 - b. Before placing the bituminous mixture, the existing surface shall be cleaned of loose or deleterious material by brooming or other approved means.
 - c. The Bituminous material shall be spread and stuck off to the grade and elevation established. It shall be distributed over the entire width or over such partial width as maybe practicable using bituminous paver.

- d. Immediately after the mixture has been spread, stuck off and surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rollers.
- e. Compaction shall be in accordance with Section 307.3.8 of DPWH Standard Specifications for Highways, bridges and Airports.
- f. The thickness of Bituminous Asphalt Pavement after compaction shall be 50 mm.

4. GRAVEL PARKING AREA

4.1 Subgrade Preparation

- a. Clearing and Grubbing All surface objects and all trees, stumps, roots and other protruding obstructions, not designated to remain shall be cleared and/or grubbed including mowed as required.
- b. Removal of existing structures, SSS properties and other obstructions that are not required.
- c. Filling materials shall be placed and spread on the lower portion of the proposed parking area in gradual sloping manner. Reference elevation/level of the parking area shall be the ground level of guard house.
- d. Each layer of filling materials approximately 200 mm high shall be leveled and compacted using vibratory compactor. When more than one layer is required, each layer shall be shaped and compacted before the succeeding layer is placed.

4.2 Gravel Parking Area

- a. All parking area as shown in the plan shall be placed with a ³/₄" gravel with a thickness of 50 mm after compaction.
- b. The gravel material shall be placed and spread on the prepared subgrade in a quantity which will provide the required compacted thickness.
- c. Immediately after final spreading of gravel material, each layer shall be compacted using the approved compaction equipment (vibratory roller). Rolling shall progress gradually from the side until the whole surface has been rolled. Any irregularities or depressions that develop shall be corrected by placing suitable material and recompacted the corrected area.

5. ELECTRICAL WORKS – (attached Separate Technical Specifications)

6. OTHER WORKS

6.1 Repair of septic tank walls, Replacement of Septic tank sewer line using 6" UPVC Pipe, fittings including excavation, sand bedding, backfilling, tapping to existing sewer line and restoration of affected areas

6.2 Water Tank System

- a. Supply, delivery and installation water storage tank, motor pump, gate valves, check valves, pipes, fittings, electrical materials and other accessories to make the system operational.
- b. Tap electrical connections to the panel board located at the electrical room.
- c. Servicing and cleaning of existing pressure tank and replacement of pressure gauge.
- d. Testing and commissioning
- e. Repair/repainting of roof cover and repair/reconfigure/repainting of existing perimeter grills

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- 6.3 Supply & installation of Parking Posts: 2" G.I. Pipe Sch. 40, painted, w/ 1/2 dia Nylon Rope including concrete works
- 6.4 Supply, Delivery & Installation of Pre-fab Guard house including provision of concrete platform and electrical system.
- 6.5 Conversion of existing steel pole to Flag Pole (extension of additional 3.0 meters GI Pipe, provision of pulley, nylon rope and painting of pole including of provision of 3 ft x 5 ft embroidered Philippine flag)

B. As-Built Plan and Electronic File

- 1. Preparation and submission of three (3) sets 20" x 30" blue print as-built plans duly signed and sealed by the Contractor's Civil Engineer or Architect for Civil and Architectural plans, Electrical Engineer for Electrical and Structured Cabling Plans and Mechanical Engineer for Mechanical Plans.
- 2. The contractor shall likewise submit electronic file copy as-built plan using AutoCAD software on USB or CD.

C. Workmanship

1. All required phases of work shall be done by skilled and competent men who regularly engage or specialize in the type of work specified. Workmanship shall be the very best trade practice.

D. Site Examination

- 1. Examine the site premises and all conditions apparent and visible therein. Consider all such conditions that may affect work.
- 2. Measure every existing work/structure at site. Verify all given dimensions and deviations. It shall be understood that the work covers all exposed external surfaces regardless of measurements made.

E. Protection of Work and Property

- 1. Provide adequate protection for existing structures and other areas not affected by the work specified and the ground below. Place warning signs where work is being undertaken.
- 2. Remove work materials damaged by failure to provide protection. Replace with new work materials at no extra cost to the **OWNER**.

F. Cleaning

- 1. Leave premises clean, neat and orderly. Remove all stains, spots, blemishes, soil dirt from all finished works.
- 2. Remove all excess materials, used containers, tools, equipment and supplies out of the SSS premises during the progress of work and upon completion of work.

G. Submittals

1. Samples of finishes, furnished materials and equivalent materials for approval by the Engineering and Facilities Management Department prior to installation / application.

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II. MATERIAL SPECIFICATIONS

PARTICULARS DESCRIPTION		REMARKS				
A. CIVIL WORKS FOR PARKING & DRIVEWAY						
1. Item 200 – Aggregate Sub base Course	- Shall consist of hard, durable particles or fragments of crushed stone, crushed slag or crushed natural gravel and filler of natural or crushed sand or other finely divided mineral matter. The composite material shall be free from vegetable matter and lumps or balls of clay, and shall be of such nature that it can be compacted readily to form a firm, stable subbase.					
2. Bituminous Prime Coat	- Rapid Curing Cut-back Asphalt	- any supplier				
3. Bituminous Tack Coat	- Emulsified Asphalt	- any supplier				
5. Asphalt Pavement for Driveway	- Bituminous Concrete Surface Course (50mm THK), Hot Laid	- any supplier				
6. Gravel Parking	 50mm THK Gravel Bed (3/4") for Parking Area Clean, coarsely graded natural gravel, crushed stone or a combination thereof having a classification of GW, or GP in accordance with ASTM D 2487 for bedding and backfill. Maximum particle size shall not exceed 75mm. Aggregate for base course shall consist of hard, durable particles or fragments of crushed slag or crushed or natural gravel and filler of natural or crushed sand or other finely divided mineral matter. The composite material shall be free from vegetable matter and lumps or balls of clay, shall be of such nature that it can be compacted readily to form a firm, stable base. 	- any supplier				
7. Sewerline	- uPVC Pipe, Series 1000 (Orange), Size depends on the design / plan	- Moldex, Neltex or approved equivalent				



8. Water Tank System	- Vertical Water Tank 5951 Liters/1572 gallons, Gauge # 20 (0.9mm) Thickness with 1" (Inlet,	As per plan			
	Outlet & Drain)				
	- Jet Booster Pump, 3 HP, Single phase, 230Volts, 60 Hz, 3600 RPM (min.), 1" Diameter Suction and discharge, 25 GPM Capability (min), continuous duty, UL Listed				
	- 30A Breaker Nema 3R				
	- PPR Pipes, Fittings, and accessories for water tank system such as Elbow, Tee, Pressure				
	Gauge, Pressure Switch, Float Switch, Check Valve				
	- Brass Gate Valve 1" Diameter, US Brand				
9. Parking Post	- 2" G.I. Pipe Sch. 40, painted- 1/2 dia Nylon Rope	As per plan			
10. Pre-fab Guardhouse	- Standard 20-footer container van pre-fab guardhouse including provision of concrete flat form and electrical system				
11. Flagpole / Flag	- 3.0 meters GI Pipe, painted - provision of pulley,	As per plan			
	- nylon rope				
	- 3 ft x 5 ft embroidered Philippine flag				
B. ELECTRICAL WORKS – (w/ Separate Technical Specifications)					

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PROJECT: Site Development of SSS East Triangle Property

SUBJECT: TECHNICAL SPECIFICATIONS – ELECTRICAL WORKS

DATE : November 19, 2020

ELECTRICAL WORKS

1.0 GENERAL CONDITIONS

1.1 All electrical works shall comply with the plan and specification in accordance with the latest edition of the Philippine Electrical Code (PEC).

- 1.2 Rough-in layout concealed between walls and exposed above ceiling shall be IMC and/or Polyvinyl Chloride (PVC) pipes and properly secured with clamps/mounting supports.
- 1.3 PVC pipe fitting layout shall be provided with appropriate PVC adapter with locknut and glued with PVC solvent and properly anchored with clamps/ supports.
- 1.4 Minimum size of conduit to be used shall be 15mm diameter for IMC and 20mm diameter for PVC.
- 1.5 Minimum size of conduit for long runs exceeding 270° bends shall be 20mm diameter and pull box shall be provided as necessary.
- 1.6 Color coding for wiring installations shall be as follows:

For Normal Power Circuits - Line 1 - Black wire, 230 VAC

Line 2 - Red wire

Ground - Green wire

- 1.7 All new wiring installations shall be tested and measured parameters shall be recorded and submitted accordingly.
- 1.8 Labeling / marking for the proposed branch circuit as indicated in the drawing and panel board directory prior to turnover to the owner.
- 1.9 All materials and equipment to be use shall be brand new and must be of the approved type and intended application.
- 1.10 Prepare load schedule for all new installations, if necessary incorporate with the existing load schedule and provide legible markings between new and existing schedule of load.

2.0 ELECTRICAL MATERIALS SPECIFICATIONS:

2.1 CONDUITS/FITTINGS:

Materials	Specifications
a) PVC Conduit	20mmØ, 25mmØ PVC

2.2 BOXES/GUTTERS WITH COVERS AND ACCESSORIES:

Materials	Specifications
a) Metal Junction Box	4" X 4", deep type

2.3 WIRES/CABLES:

Materials	Specifications
	TW stranded wire PVC insulated Nylon jacketed, Moisture and Heat Resistant, 600V, 90°C Operating Temperature, Lead Free, Gasoline Resistant, Flame, Retardant (Phelps Dodge or its equivalent)

2.4 ELECTRICAL FIXTURES/WIRING DEVICES:

Materials	Specifications
a) Parking Light	High Power LED, IP66, 150Watts Parking Light
b.) Lamp post	Square type, Hot-dipped finished with four arm made of tapped steel pipe 6x3"x10m height round steel tapered lamp post with double cross bar (far Flood light), 12x12" base plate, 4.5mmx6" stiffener plate, 1x30" anchor bolt.
c) Concrete Pedestal	Concrete Pedestal Footing size, (450x450)mm. by 1,200mm. (D) with (800x800)mm. footing foundation provided with 4 sets 5/8" dia anchor bolts intended for the Lamp Post.
d) Manholes	Parking Light Man-Holes size, (450x450x500)mm. CHB with gravel based intended for Parking Liighting System to access for its cable pulling towards EE Rm.

3.0 SCOPE OF WORK: ELECTRICAL WORKS

3.1 Supply and installation of the following brand new electrical fixtures complete with essential electrical wirings, conduits and fittings for the power supply, as indicated in the plan:

a. Parking Light

- 3.2 Supply and Installation of Lamp Post, square type, Hot-dipped finished with four arm made of tapped steel pipe 6x3"x10m height round steel tapered lamp post with double cross bar (far Flood light), 12x12" base plate, 4.5mmx6" stiffener plate, 1x30" anchor bolt.
- 3.3 Provision of Concrete Pedestal Footing size, (450x450)mm. by 1,200mm. (D) with (800x800)mm. footing foundation provided with 4 sets 5/8" dia anchor bolts intended for the Lamp Post.
- 3.4 Provision of 6 units Parking Light Man-Holes size, (450x450x500)mm. CHB with gravel. Based intended for Parking Lighting System to access for its cable pulling towards EE Rm.
- 3.5 Excavation, Backfilling and bedding for underground cables.
- 3.6 Other miscellaneous and consumable materials including incidental services for the completion of the project.
- 3.7 Supply and installation of conduit complementary fittings, miscellaneous and incidental parts and services not mentioned in the bill of quantities but deemed necessary for the completion of the project, shall be provided and rendered.
- 3.8 During the layout of piping, a progress report reflected on the proposed plan shall be shown. Such actual run will be reflected on the as-built plan, and daily shading of the plan layout shall be made regularly by the assigned electrician and properly checked by foreman/engineer.
- 3.9 Interconnections in the junction boxes shall be rat tail splices and the exposed connection shall be properly secured with electrical tape at least four (4) layers minimum. All junction/utility boxes shall be provided with appropriate covers to secure wiring interconnections
- 3.10 Complete megger testing of all electrical installation, branch circuits and homeruns for lighting system with the presence of the SSS representative, and measured data shall be recorded and submitted accordingly.
- 3.11 All areas affected during the implementation of the project by chipping, dismantling works and other related activities shall be restored to its original condition at the agency's satisfaction and to sole account of the contractor.
- 3.12 Submission of three (3) sets 20" x 30" blue print as-built plan signed by a Registered Electrical Engineer, and soft-copy of the plan stored in CD/DVD/flash drive.
- 3.13 All materials, complementary, miscellaneous and incidental parts and services that deemed necessary to be provided and rendered to make the project completely functional shall be delivered/complied with by the winning bidder, may it not be mentioned in the scope of work shown in the proposed plan and other instructions, the same should be completely delivered and installed by the winning bidder at no additional cost with the SSS.

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4.0 PERMITS AND FEES

- 4.1 The work under this contract shall be in accordance with the latest requirements of the following:
 - Philippine National Building Code
 - Philippine Electrical Code
 - Local Utility Company

Nothing contained in these specifications or shown on the drawings shall be construed as to conflict with the National and Local ordinances and these mentioned ordinances are hereby made part of this specification.

- 4.2 All permits and electrical fees required in this work shall be obtained by and at the expense of the contractor. The Engineer shall be furnished by the contractor the copy of the Certificate of Final Electrical Inspection, if applicable.
- 4.3 During the progress of the work, the contractor shall keep a record of all the changes where the actual installation differs from that shown in the contract drawings. Upon completion, the contractor shall finalize the "as-built" drawings on tracing paper and submit to the Engineer for approval before reproduction.

5.0 SUBMITTALS

- 5.1 Manufacturer's data, shop drawings and samples required for the specific materials shall be submitted for approval to the Engineer prior to procurement and delivery to jobsite.
- 5.2 Manufacturer's data shall be descriptive item catalog cut which shall include the manufacturer's name, trade name, model number, name plate data, and others.
- 5.3 Shop drawings when required shall show type, size, sectional view, installation details, and elementary and wiring diagrams.
- 5.4 A certified test results for specific items when deemed necessary.
- 5.5 Manufacturer's data or samples of the following items should be submitted:
 - a. Conduits and Fittings
 - b. Boxes and Accessories
 - c. Wires and Cables
 - d. Wiring Devices
 - e. Other items required by the Engineer
- 5.6 Three (3) sets 20" x 30" blue print as-built plan (3 sets) signed by a Registered Electrical Engineer.

6.0 STANDARD OF MATERIALS

All materials to be used in this installation shall be of high quality, of proven acceptability for the application it is intended for and free of any defect. It shall conform to the latest applicable standards of the following:

- a. Philippine Electrical Code
- b. ASTM and NSC
- c. PEC and NEC

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6.1 RACEWAYS, CONDUIT PIPES AND FITTINGS

6.1.1 Polyvinyl Chloride (PVC)

PVC conduits conforming to recognized standards for conduit as manufactured by Matsushita or approved equal.

6.2 CONDUCTORS, WIRES AND CABLES

All wires and cables shall be copper, soft drawn and annealed with ninety-eight (98%) percent conductivity. For power systems, the conductors shall be thermoplastic and insulated to withstand a working pressure of 230V AC, TW type as indicated in the drawings. The feeder lines to panel boards shall be heat and moisture resistant, with size as indicated in the drawings.

The minimum wire size to be used in the installation shall be #5.5 mm sq.

All conductors from sizes of #5.5 mm sq. or larger shall be stranded for additional flexibility while in transit inside of pipe.

All wires and cables described above shall be of reputable manufactures.

6.3 STANDARD OF WORKMANSHIP

The workmanship required in this section shall be the generally accepted engineering practice and safety standards. Defective workmanship shall be redone outright without extra cost to the Owner.

Conduit installations, boxes, fittings and accessories shall conform to the requirements of the Philippine Electrical Code and in compliance to the applicable/adopted local and standard accessories.

During installation, due precautions shall be observed to protect the conduit and thread from mechanical deformations. The conduit ends shall be sealed in approved manner during the installation whenever the work is interrupted.

Conduit shall be checked for freedom from obstruction by pulling galvanized wire through the entire run of the conduit. The galvanized wire shall be retained inside the pipe until the conductors have been pulled permanently.

Termination boxes for conduits shall be free from dirt and other debris which may cause obstructions.

All joints between lengths of conduit shall be water tight with primer paints or other approved sealing agent.

Conduit shall be held firmly on pipe termination by a pair of locknut and bushing.

Wiring method in general shall be concealed inside rigid steel conduit as required in the plan; no such wire shall be pulled inside the pipe if the conduit system is not complete in all aspect, so that the conductor will be protected from damages and abrasion.

Conductors terminated in any kind of outlet box shall have at least 150 mm of wire extended free from the box as allowance for splicing. Color coding shall be observed throughout the installation to provide easy identifications.

Conductor joints or splices will only be allowed in boxes and should be properly insulated by means of a wire nut fitted to the size of conductor being joined. Splices will never be allowed inside a pipe.

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6.4 MATERIAL TESTING AND WORKMANSHIP

6.4.1 Grounding

All exposed non-current carrying parts of Electrical Equipment and apparatus shall be properly grounded by means of ground rod driven one (1) meter below the ground level or connect to existing cold water pipe line. All metal conduit system and other parts required at ground potential shall be efficiently grounded. All panel boards' cabinet shall likewise be solidly grounded.

6.4.2 Materials and Workmanship Tests

All wiring system has to be tested for short circuits and grounds after the installation has been completed. The Contractor shall furnish all necessary apparatus and testing equipment and will have to make good whatever deficiencies may be found. Test shall be conducted in the presence of the authorized representative of the Owner or the Engineer.

6.5 GUARANTEE

All materials and accessories furnished/installed under this part of the specifications shall be guaranteed for a period of one (1) year from date of acceptance thereof, and materials and equipment furnished shall be free from any defects in the materials, workmanship and design. At any time within one year after acceptance and upon proper notice, the Contractor shall rectify any and all deficiencies including replacement of parts or the entire unit without additional cost to the Owner, if such deficiencies have been caused directly or indirectly by inferior materials, faulty workmanship and/or defective design or parts. Expendable items are included in this one year guarantee. During the guarantee period the Contractor shall perform free monthly inspection for the proper and efficient operation of the electrical system.

6.6 HOUSEKEEPING

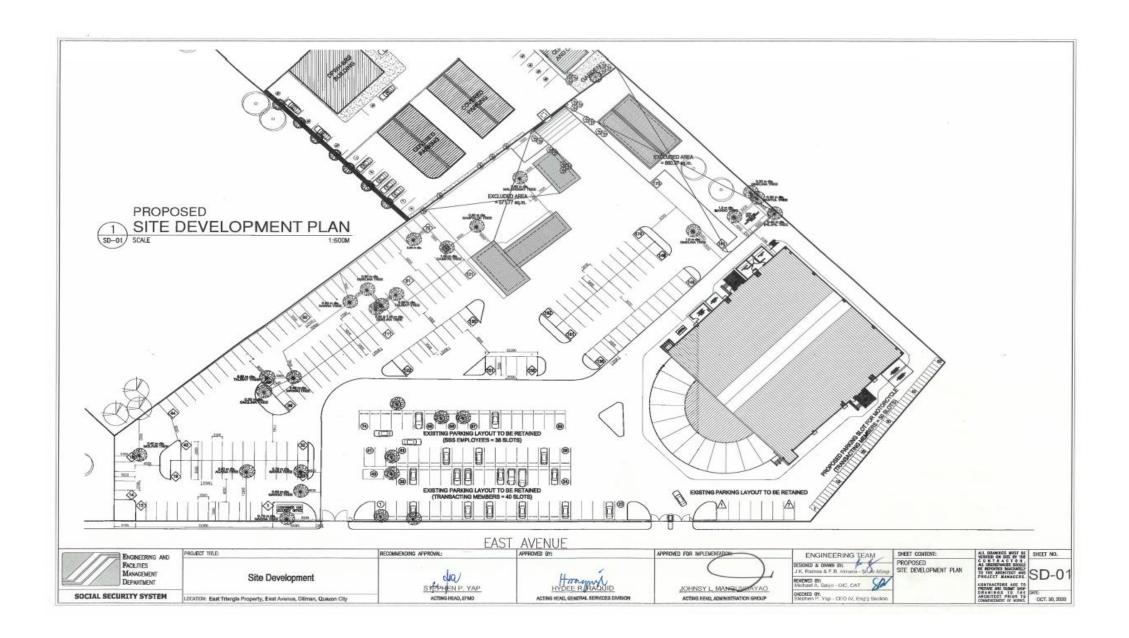
Any damage incurred during the activity shall be restored and/or repaired by the Contractor at his own expense and shall be done at the satisfaction of the Owner. Paint dropping and other stains relative to the project shall be removed from all areas. During the process of the work and on the completion of the project, the Contractor shall remove from premises all dirt, debris, rubbish and waste materials caused by him in the performance of his work. He shall remove all tools, scaffolding and surplus materials after completion and acceptance of the work. All affected areas that will be damaged for the access of roughing-in installation shall be restored at its original state/condition.

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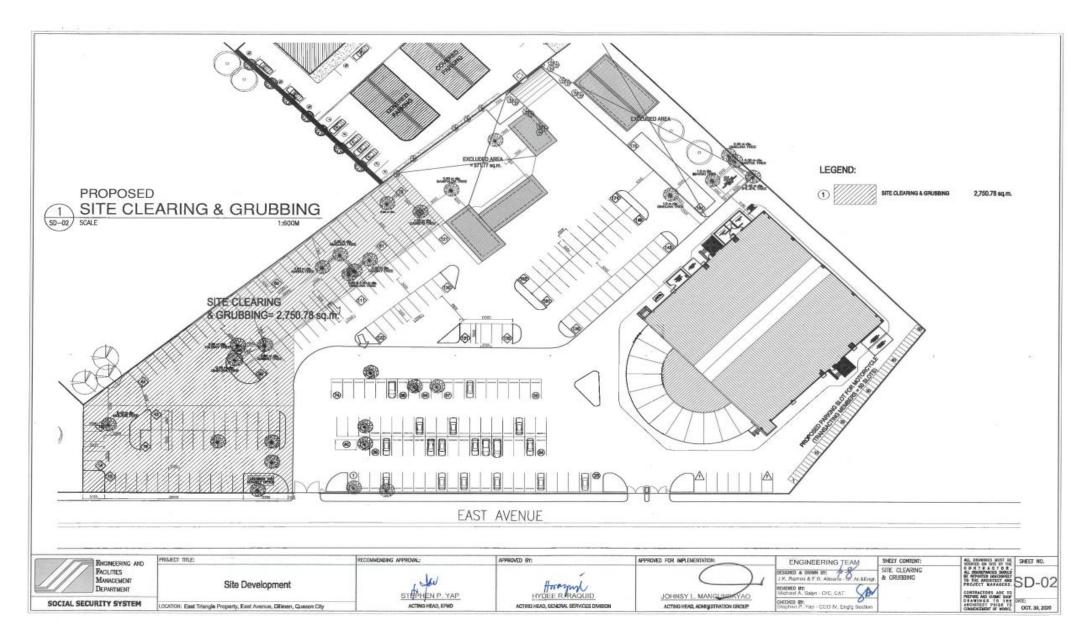
Section VII. Drawings

Please see Annex B Drawings

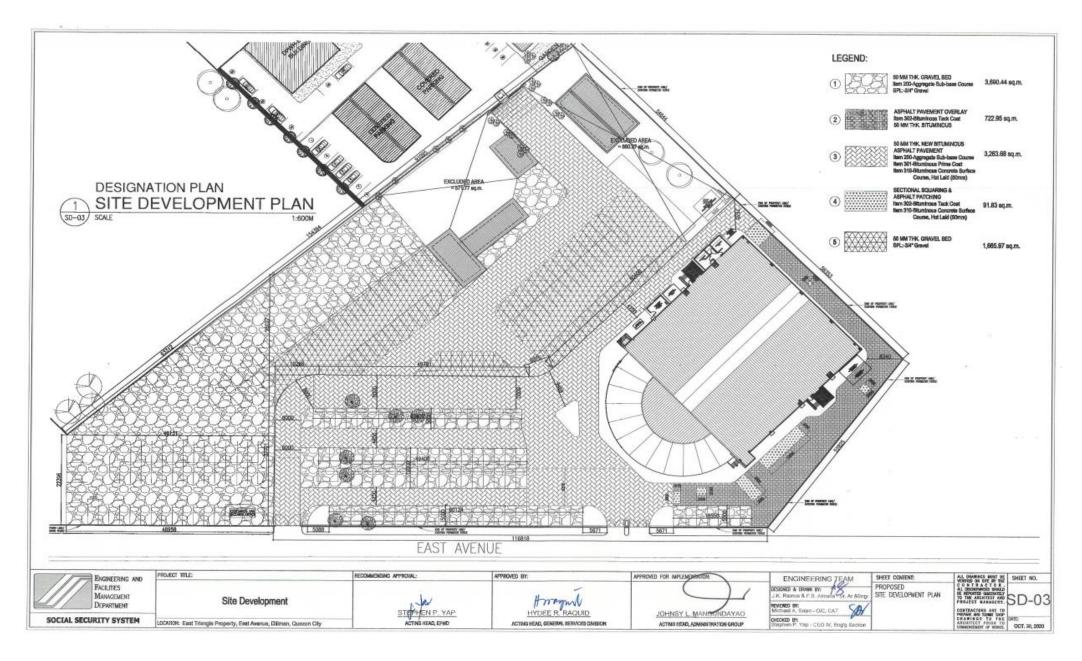
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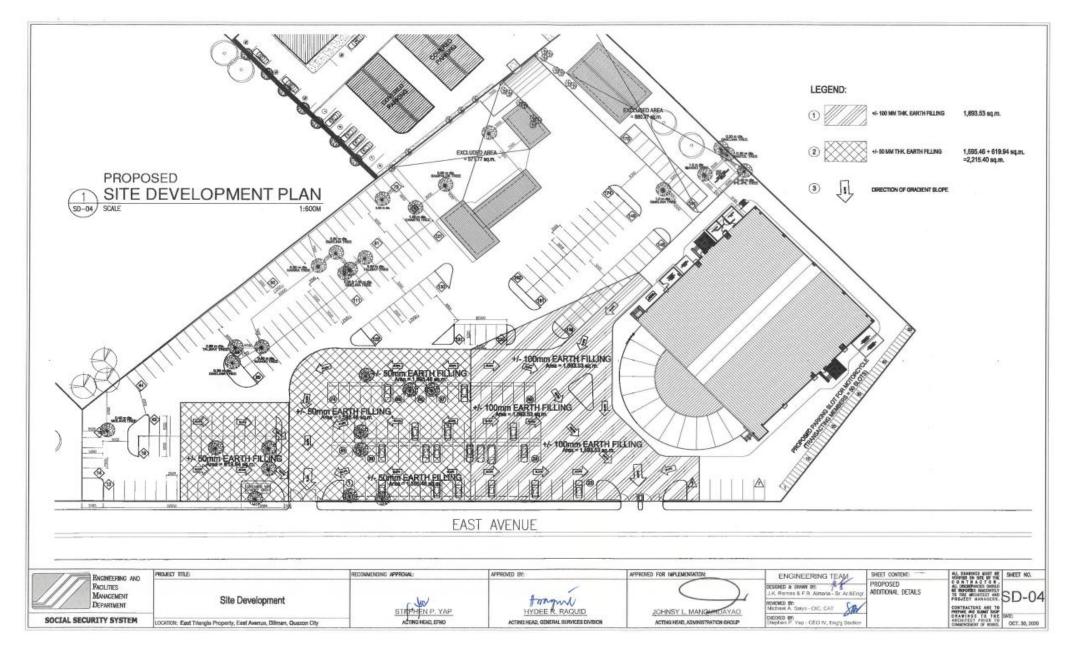




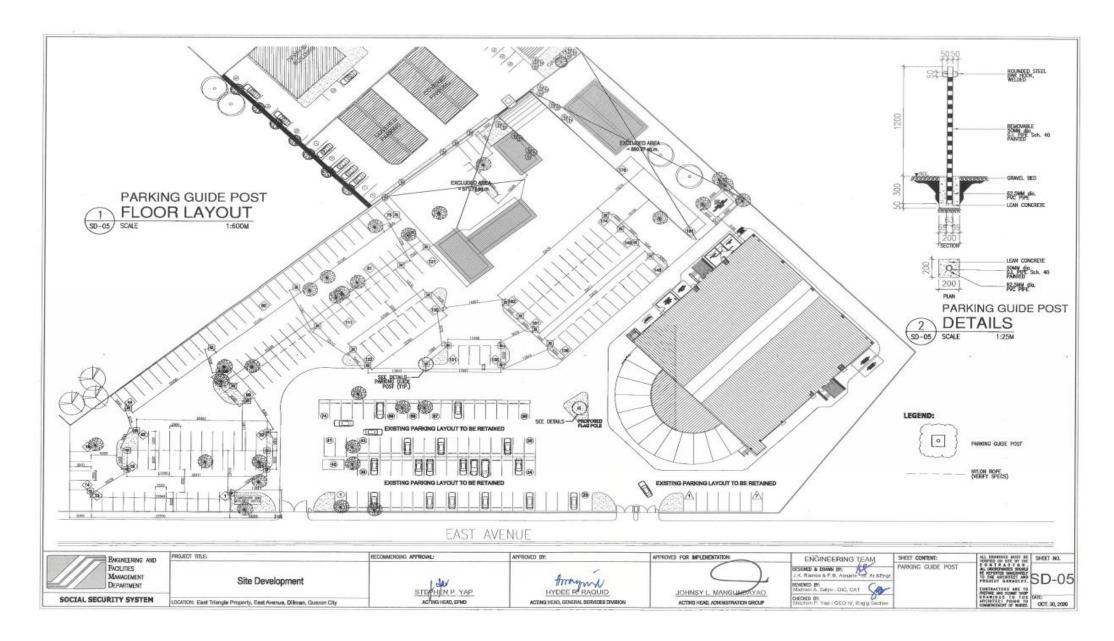




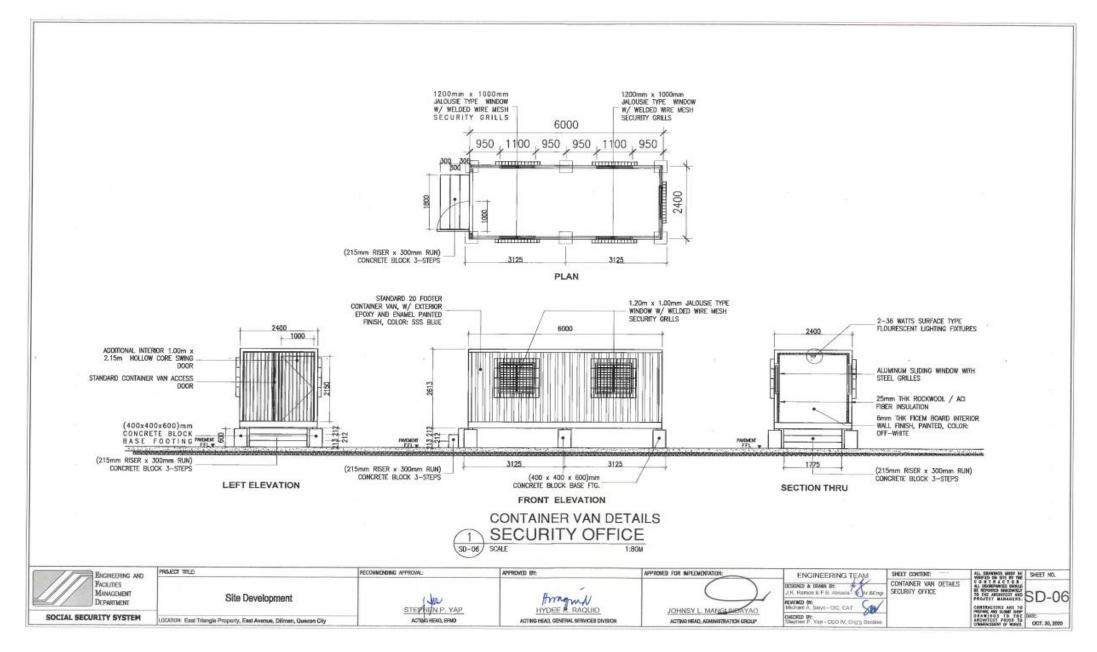


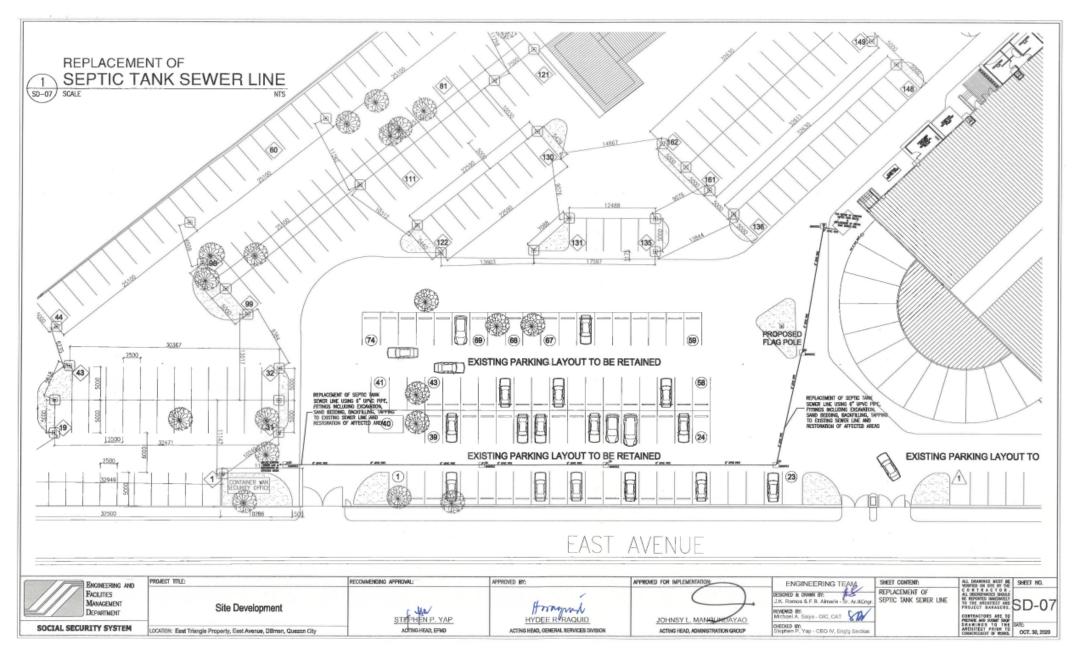




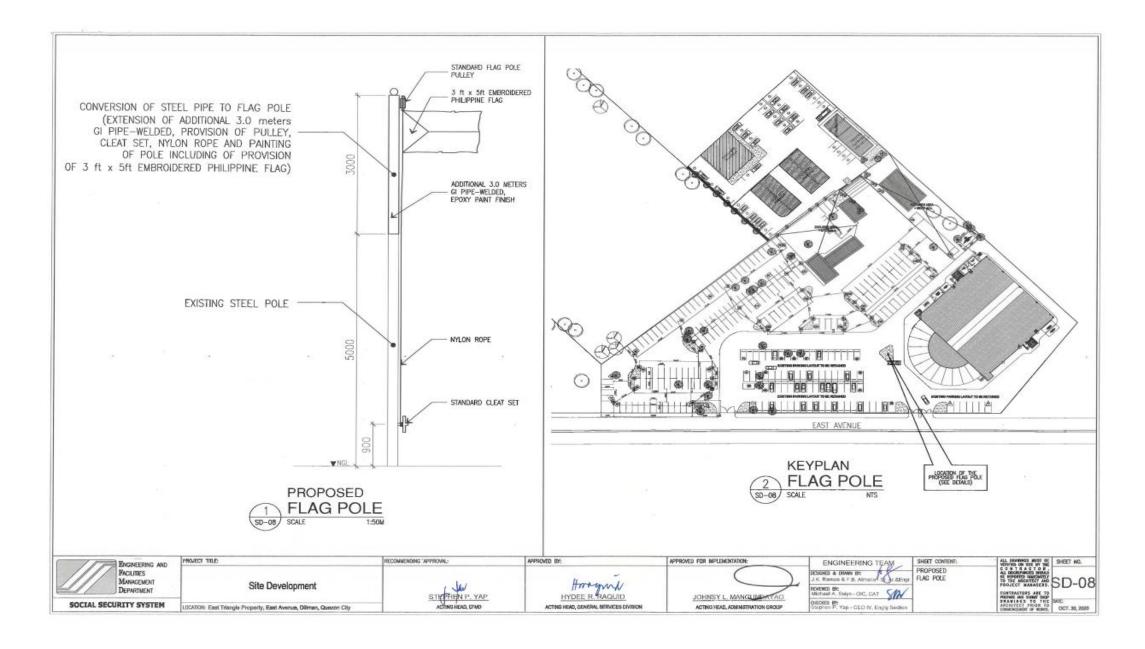




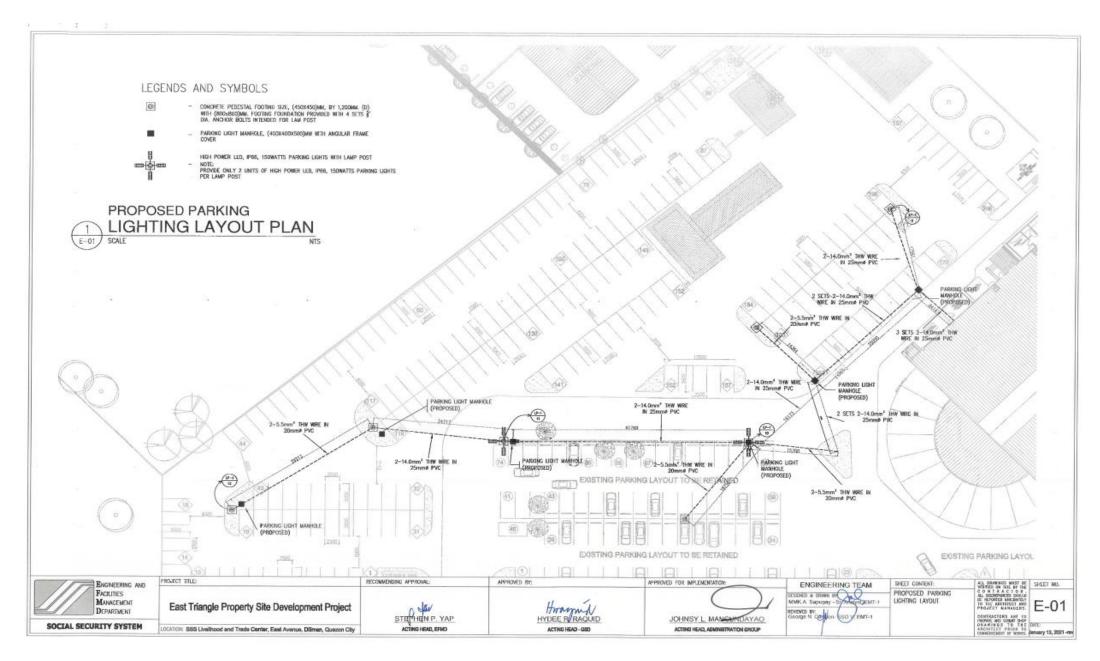




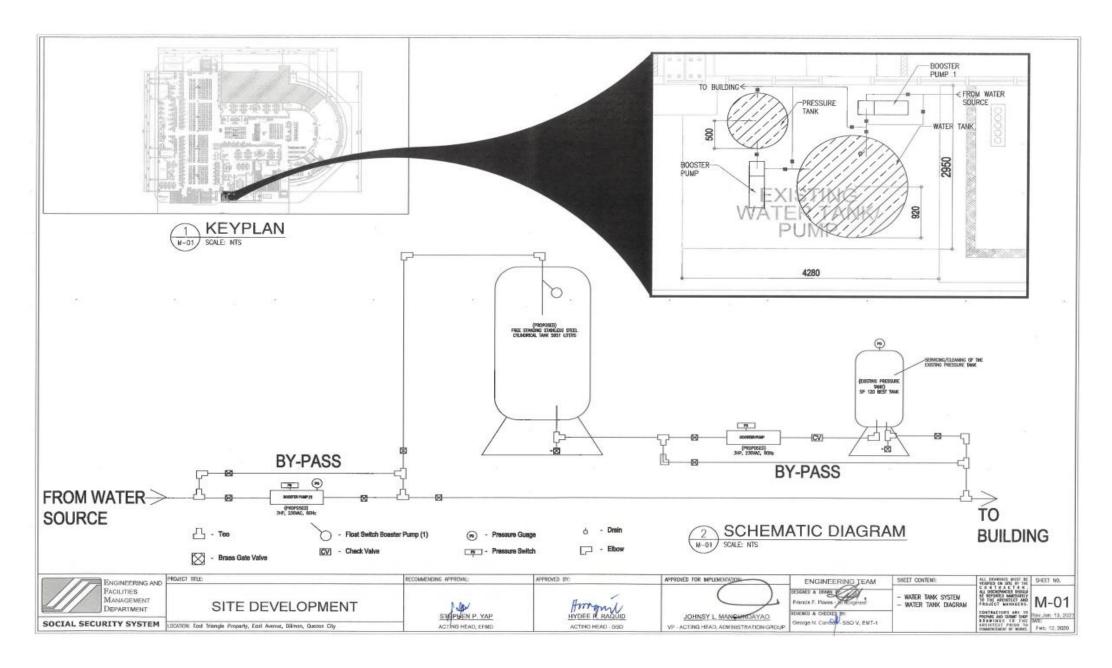














Section VIII. Bill of Quantities

Please see Annex C Bill of Quantities

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Republic of the Philippines SOCIAL SECURITY SYSTEM

East Avenue, Diliman, Quezon City ENGINEERING AND FACILITIES MANAGEMENT DEPARTMENT

PROJECT NAME : SITE DEVELOPMENT OF SSS EAST TRIANGLE PROPERTY LOCATION : SSS East Triangle Property, East Avenue, Diliman, Quezon City

BILL OF QUANTITIES

ITEM	DESCRIPTION	QTY.	UNIT	MAT	ERIALS	LABOR 8	EQUPMENT	MOB. /	TOTAL DIRECT COST	MARK-UP	VAT	TOTAL COST
TIEM	DESCRIPTION	QIV.	OMI	UNIT COST	TOTAL	UNIT COST	TOTAL	DEMOB.		PIAKK OF		
(A)	(B)	(C)	(D)	(E)	(F) (C * E)	(G)	(H) (C * G)	(I) % * (F+H)	(J) (F + H + I)	(K) % * (J)	(L) 12% * (J+K)	(M) (J + K + L)
1	GENERAL REQUIREMENTS											
1.1	Processing and Securing Permits & Clearances including Fees and Reproduction of Signed and Sealed Plans, As-Built Plans	1.00	lot	n/a	n/a	n/a	n/a	n/a			-	-
1.2	Temporary Facilites, Board-up/Site Enclosure, warning signs	1.00	lot	n/a	n/a	n/a	n/a	n/a			-	-
	Sub-Total Item 1				-		-	-	-	-	-	-
2	DEMOLITION WORKS FOR PARKING & DRIVEWAY											
2.1	Old Motorpool/Garage & other structures afttected in the site development	1.00	lot	n/a	n/a		-		-		-	-
2.2	Cutting of Trees including permits & clearances	8.00	trees	n/a	n/a		-		-		-	-
2.3	Trimming of Trees including permits & clearances	20.00	trees	n/a	n/a		-		-		-	-
2.4	Hauling and Disposal of Debris & Waste Materials	1.00	lot	n/a	n/a		-		-		-	-
	Sub-Total Item 2				-		-	-	-	-	-	-
3	CIVIL WORKS FOR PARKING & DRIVEWAY											
3.1	Site Clearing and Grubbing	2,750.78	sq.m.	n/a	n/a		-	n/a	-		-	-
3.2	Subgrade Preparation/Road Excavation	9,434.87	sq.m.	n/a	n/a		-	n/a	-		-	-
3.3	Item 200 Aggregate base Course	717.37	cu.m.		-		-	n/a	-		-	-
3.4	3/4" Gravel, 50 mm thk for parking area	321.38	cu.m.		-		-	n/a	-			-
3.5	Item 301 Bituminous Prime Coat (for new asphalt pavement)	3.25	MT		-		-		-		-	-
3.6	Item 302 Bituminous Tact Coat (for asphalt overlaying)	1.25	MT		-		-		-			-
3.7	Item 310 Bituminous concrete Surface Course (Asphalt Pavement), Hot Laid, 50mm THK	563.00	МТ		-		-		-		-	-
3.8	Sectional Squaring & Asphalt Patching	1.00	lot		-		-	n/a	-		-	-
3.9	Mobilization / demobilization of Equipment:											
	Motorized Road Grader	1.00	unit	n/a	n/a	n/a	n/a		-		-	-
	Vibratory Roller Compactor	1.00	unit	n/a	n/a	n/a	n/a		-		-	-
	Tandem Steel Roller	1.00	unit	n/a	n/a	n/a	n/a		-		-	-

				1								
	Bulldozer	1.00	unit	n/a	n/a	n/a	n/a		-		-	-
	Payloader	1.00	unit	n/a	n/a	n/a	n/a		-		-	-
	Water Truck	1.00	unit	n/a	n/a	n/a	n/a		-		-	-
	Dumptruck	1.00	unit	n/a	n/a	n/a	n/a		-		-	-
	Sub-Total Item 3				-		-	-	-	-	-	-
4	ELECTRICAL WORKS FOR PARKING & DRIVEWAY											
4.1	CONDUITS AND FITTINGS											
4.1.1	25mmØ PVC Pipe	104.00	L		-		-		-		-	-
4.1.2	25mmØ PVC complete fittings and accessories such as but not limited to: a) coupling adapter/connector b) locknut and bushing c) c-clamps d) screws and tox	1.00	lot		-		-		-		-	-
	20mmØ PVC Pipe	55.00	L		-		-		-		-	-
4.1.4	20mmØ PVC complete fittings and accessories such as but not limited to: a) coupling adapter/connector b) locknut and bushing c) c-clamps d) screws and tox	1.00	lot		-		-		-		-	-
	WIRES AND CABLES											
	5.5mm2 TW wire (lead free)	534.00	Lm.		-		-		-		-	-
4.2.2	14.0mm2 TW wire (lead free)	794.00	Lm.		-		-		-		-	-
4.3	BOXES											
	Metal Junction Box	52.00	pcs.		-							_
7.3.1	Pietai Julicuori Box	32.00	pcs.									
4.4	WIRING DEVICES/LIGHTING FIXTURES											
421	Supply and Installation of High Power LED, 1P66, 150Watts Parking Light	4.00	units		-		-		-		-	-
4.5	Supply and Installation of Lamp Post, square type, Hot-dipped finished with four arm made of tapped steel pipe 6x3"x10m height round steel tapered lamp post with double cross bar (far Flood light), 12x12" base plate, 4.5mmx6" stiffener plate, 1x30" anchor bolt.	2.00	sets		-		-		-		-	-
4.6	Provision of Concrete Pedestal Footing size, (450x450)mm. by 1,200mm. (D) with (800x800)mm. footing foundation provided with 4 sets 5/8° dia anchor bolts intended for the Lamp Post.	7.00	sets		-		-		-		-	-
4.7	Provision of 6 units Parking Light Man-Holes size, (450x450x500)mm. CHB with gravel Based Intended for Parking Liighting System to access for its cable pulling towards EE Rm.	6.00	lot		-		-		-		-	-
				-				-	-			

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Excavation, Backfilling and bedding for underground cables	1.00	lot		-		-		-		-	-
Other miscellaneous and consumable materials including incidental services for the completion of the project.	1.00	lot		-		-		-		-	-
Sub-Total Item 4				-		-	-	-	-	-	-
OTHER WORKS											
Repair of septic tank walls, Replacement of Septic tank sewer line using 6" UPVC Pipe, fittings including excavation, sand bedding, backfilling, tapping to existing sewer line and restoration of affected areas	1.00	lot		-		-		-		-	-
Provision of stainless water tank, pressure pump, roughing-ins and metal support including repair/repainting of roof cover and repair/reconfigure/repainting of existing perimeter grills (PIs see attached detailed cost estimate)											
Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain)	1.00	Set		-		-		-		-	-
Jet Booster Pump, 3 HP, Single phase, 230Volts, 60 Hz, 3600 RPM (min.), 1" Diameter Suction and discharge, 25 GPM Capability (min), continuos duty, UL Listed complete with Equipment Housing, fittings, accessories, 30A Breaker Nema 3R and Wiring system from EE-PanelBoard to Equipment	2.00	Set		-		-		-		-	-
PPR Pipes, Fittings and accessories for water tank system such as Elbow, Tee, Pressure Guage, Pressure Switch, Float Switch, Check Valve	1.00	Lot		-		-		-		-	-
Brass Gate Valve 1" Diameter, US Brand	10.00	Sets		-		-		-		-	-
Servicing/cleaning of the existing pressure tank and replacement of pressure gauge	1.00	Lot		-		-		-		-	-
Miscellaneous, Incidental Materials and Services needed to complete the project	1.00	Lot		-		-		-		-	-
Parking Post: 2" G.I. Pipe Sch. 40, painted, w/ 1/2 dia Nylon Rope including concrete works	35.00	units		-		-		-		-	-
Supply,Delivery & Installation of Pre-fab Guard house including provision of concrete platform and electrical system	1.00	lot		-		-		-		-	-
Conversion of existing steel pole to Flag Pole(extension of additional 3.0 meters GI Pipe, provision of pulley, nylon rope and painting of pole including of provision of 3 ft x 5 ft embroidered Philippine flag)	1.00	lot		-		-		-		-	-
Sub-Total Item 5				-		-	-	-	-	-	-
TOTAL PROJECT COST				-		-	-	-	-	-	-
	Other miscellaneous and consumable materials including incidental services for the completion of the project. Sub-Total Item 4 OTHER WORKS Repair of septic tank walls, Replacement of Septic tank sewer line using 6" UPVC Pipe, fittings including excavation, sand bedding, backfilling, tapping to existing sewer line and restoration of affected areas Provision of stainless water tank, pressure pump, roughing-ins and metal support including repair/repainting of roof cover and repair/reconfigure/repainting of existing perimeter grills (Pls see attached detailed cost estimate) Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain) Jet Booster Pump, 3 HP, Single phase, 230Volts, 60 Hz, 3600 RPM (min.), 1" Diameter Suction and discharge, 25 GPM Capability (min), continuos duty, UL Listed complete with Equipment Housing, fittings, accessories, 30A Breaker Nema 3R and Wiring system from EE-PanelBoard to Equipment PPR Pipes, Fittings and accessories for water tank system such as Elbow, Tee, Pressure Guage, Pressure Switch, Float Switch, Check Valve Brass Gate Valve 1" Diameter, US Brand Servicing/cleaning of the existing pressure tank and replacement of pressure gauge Miscellaneous, Incidental Materials and Services needed to complete the project Parking Post: 2" G.I. Pipe Sch. 40, painted, w/ 1/2 dia Nylon Rope including concrete works Supply,Delivery & Installation of Pre-fab Guard house including provision of concrete platform and electrical system Conversion of existing steel pole to Flag Pole(extension of additional 3.0 meters GI Pipe, provision of pulley, nylon rope and painting of pole including of provision of 3 ft x 5 ft embroidered Philippine flag)	Other miscellaneous and consumable materials including incidental services for the completion of the project. 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Sub-Total Item 4 OTHER WORKS Repair of septic tank walls, Replacement of Septic tank sewer line using 6" UPVC Pipe, fittings including excavation, sand bedding, backfilling, tapping to existing sewer line and restoration of affected areas Provision of stainless water tank, pressure pump, roughing-ins and metal support including repair/repainting of roof cover and repair/repainting of existing perimeter grills (Pls see attached detailed cost estimate) Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain) Jet Booster Pump, 3 HP, Single phase, 230Volts, 60 Hz, 3600 RPM (min.), 1" Diameter Suction and discharge, 25 GPM (2apability (min.), continuos duty, UL Listed complete with Equipment Housing, fittings, accessories, 30A Breaker Nema 3R and Wiring system from EE-Panelloard to Equipment PPR Pipes, Fittings and accessories for water tank system such as fibow, Tee, Pressure Guage, Pressure Switch, Float Switch, Check Valve Brass Gate Valve 1" Diameter, US Brand 1.00 Lot - Sets Servicing/cleaning of the existing pressure tank and replacement of pressure gauge Miscellaneous, Incidental Materials and Services needed to complete the project Parking Post: 2" G.I. Pipe Sch. 40, painted, w/ 1/2 dia Nylon Rope including concrete works Supply,Delivery & Installation of Pre-fab Guard house including provision of existing steel pole to Flag Pole(extension of additional 3.0 meters GI Pipe, provision of pulley, nylon rope and painting of pole including of provision of alt x 5 ft embroidered Philippine flag) Sub-Total Item 5	Other miscellaneous and consumable materials including incidental services for the completion of the project. Sub-Total Item 4 OTHER WORKS Repair of septic tank walls, Replacement of Septic tank sewer line using of "UPVC Pipe, fittings including excavation, sand bedding, backfilling, tapping to existing sewer line and restoration of affected areas Provision of stankes water tank, pressure pump, roughing-ins and metal support including repair/repainting of existing perimeter grills (Pls see attached detailed cost estimate) Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain) Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain) Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain) Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain) Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain) Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain) Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain) Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain) Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain) Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain) Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain) Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain) Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain) Vertical Water Tank 5951 Liters/1572 gallons, Guage # 20 (0.9mm) Thickness with 1" (Inlet, Outlet & Drain) V	Other miscellaneous and consumable materials including including sevices for the completion of the project. 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GENERAL INSTRUCTIONS:

- 1. For uniformity and evaluation purposes, a bidder shall adhere to the herein prescribed format of BOQ, specifically in the formula for computation, given quantity and inclusive pay items. Any deviation from the format shall be a ground for disqualification of bid.
- 2. Fill up all required items/field in the BOQ (Shaded cells). Failure to indicate any of the following shall mean outright disqualification since bid is considered Non- responsive per Section II Instruction to Bidders, Items 15.2 and 27.3:
 - * if item is given for free, indicate dash (-), zero (0) or free
 - * If the item is not applicable, indicate N/A
- 3. Each bidder shall be provided with hard copy of the BOQ Form (attached in the PBD) and an electronic copy for faster and easier encoding. The hard copy shall serve as the bidder's reference as to completeness of work items, quantity, formula, format, etc. in the BOQ Form. Any discrepancy on the contents (specially on the quantity and inclusive pay items) between the hard copy and electronic copy, the contents of the hard copy shall prevail.
- 4. Bidders are not allowed to include any pay items that were not indicated in the hard copy of BOQ. In instances where necessary work items are inadvertently left out in BOQ Form, a bidder should make a written query to the Bids and Awards Committee so that the same shall be addressed in the Bid Bulletin which will be issued to all participating bidders.
- 5. Mark-up / Indirect Cost as indicated in the Summary of Estimates shall include the following:
 - 5.1 Overhead Expenses such as office expenses, supervision, transportation allowances, and financing costs (premium on CARI, Bid Security, Performance Security, Surety for Advance payment, Warranty Bond)
 - 5.2 Contingencies, Miscellaneous Expenses and Contractor's Profit Margin
- 6. Each and every page of the Bid Proposal (Legal, Technical, Financial) shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be ground for the rejection of the bid.
- 7. Bid proposal must be inclusive of all applicable taxes per Section II Instruction to Bidders, Item 27.6
- 8. Warranty requirement is at no cost to SSS

SUBMITTED BY:	
(Name of Bidder)	Address
PREPARED BY:	Telephone Number
Company Representative	Date

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Leg	al Do	<u>cuments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
	(b)	or Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
	(c)	and Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and
		Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Tec	hnica	l Documents
	(e)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
	(f)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
	(g)	and Philippine Contractors Accreditation Board (PCAB) License; or
	(h)	Special PCAB License in case of Joint Ventures; and registration for the type and cost of the contract to be bid; and Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
	(i)	 Original copy of Notarized Bid Securing Declaration; and 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
	(j)	lessor/vendor for the duration of the project, as the case may be; <u>and</u> Original duly signed Omnibus Sworn Statement (OSS); <u>and</u> 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.

	Fln	ancia	<u>l Documents</u>
		(k)	The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; <u>and</u>
		(1)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
		(m)	Class "B" Documents If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; or
			duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
11.	FIN		AL COMPONENT ENVELOPE Original of duly signed and accomplished Financial Bid Form; and
	Oth	er doo	cumentary requirements under RA No. 9184
		(o)	Original of duly signed Bid Prices in the Bill of Quantities; and
		(p)	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
		(q)	Cash Flow by Quarter.
IMP	ORT	ANT	REMINDERS
A)	F	inanci	d every page of the Bid Forms, under Section VIII: Checklist of Technical and al Documents hereof, shall be signed by the duly authorized representative/s of der. Failure to do so shall be a ground for the rejection of the bid.
B)		•	erlineations, erasures, or overwriting shall be valid only if they are signed or l by the duly authorized representative/s of the Bidder.
C)			numents shall be compiled in a folder/binder with the Annexes properly labeled be/separators.
D)			shall submit their bids through their duly authorized representative enclosed in e sealed envelopes, which shall be submitted simultaneously:
	a)	1	The first three individually sealed envelopes shall contain the folder/binder of the Eligibility Requirements and Technical Component of the bid; prepared in three copies labeled as follows:
			Envelop (1): ORIGINAL – Eligibility Requirements and Technical Component Envelop (2): COPY1 – Eligibility Requirements and Technical Component Envelop (3): COPY2 – Eligibility Requirements and Technical Component
	b)		The next three individually sealed envelopes shall contain the folder/binder of the Financial Component of the bid; prepared in three copies labeled as follows:
			Envelop (4): ORIGINAL – Financial Component Envelop (5): COPY1 – Financial Component Envelop (6): COPY2 – Financial Component

c) Bidders shall enclose, seal and mark the following:

Envelop (7): Envelope (1) and Envelope (4) enclosed in one sealed envelope marked "ORIGINAL-BID"

Envelop (8): Envelope (2) and Envelope (5) enclosed in one sealed envelope marked "COPY1-BID"

Envelop (9): Envelope (3) and Envelope (6) enclosed in one sealed envelope marked "COPY2-BID"

- d) Envelopes (7) to (9) shall then be enclosed in a single sealed, signed final/outer envelope/package/box
- e) All envelopes (Envelopes (1) to (9) and the final/outer envelope/package/box) shall indicate the following:
 - addressed to the Procuring Entity's BAC
 - name and address of the Bidder in capital letters
 - name of the contract/project to be bid in capital letters
 - bear the specific identification/reference code of this bidding process
 - bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids

THE CHAIRPERSON							
BIDS AND AWARDS COMMITTEE							
2 ND FLOOR, SSS MAIN BUILDING							
EAST AVENUE, DILIMAN, QUEZON CITY							
NAME OF BIDDER:							
ADDRESS :							
NAME OF PROJECT:							
ITB REFERENCE NUMBER:							
DO NOT OPEN BEFORE (the date and time for the opening of bids)							

- E) Bids submitted after the deadline shall only be marked for recording purpose, shall not be included in the opening of bids, and shall be returned to the bidder unopened.
- F) Bidders shall submit a copy of the Authority to Notarize issued by the Regional Trial Court to the Notarial Public.

FORMS

Bid Form for the Procurement of Infrastructure Projects

BID FORM	

SITE DEVELOPMENT OF EAST TRIANGLE PROPERTY

Date:	
Project Identification No.: _	

To: SOCIAL SECURITY SYSTEM

East Avenue, Diliman, Quezon City

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: Site Development of SSS East Triangle Property;
- 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: _______;
- d. The discounts offered and the methodology for their application are: (insert information);
- e. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of 30% percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines 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/conform 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 Site Development of SSS East Triangle Property of the Social Security System.
- 1. 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:

GPPB Resolution No. 16-2020, dated 16 September 2020

Bid Securing Declaration Form

REPUBLIC	OF THE	PHIL	IPPINES)	CITY	OF
) S.S.		

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]

GPPB Resolution No. 16-2020, dated 16 September 2020

Contract Agreement Form for the

Procurement of Infrastructure Projects (Revised)

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the	day of	20	_ between [name	and address
of PROCURING ENTITY] of the Philippin	nes (hereinafte	r called "the Ent	tity") and [name a	and address
of Contractor (hereinafter called the "Cont	ractor").			

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - c. Performance Security;
 - d. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to

<u>Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.</u>

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for:

[Insert Procuring Entity] [Insert Name of Supplier]

Acknowledgment

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

GPPB Resolution No. 16-2020, dated 16 September 2020

Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPIN	ES)		
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 documents 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:
 - Making an estimate of the facilities available and needed for the contract to be bid, if any;
 - d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Consultant] 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 duly 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]

GPPB Resolution No. 16-2020, dated 16 September 2020

Performance Securing Declaration (Revised)

[As alternative performance security to be submitted by the winning bidder within ten (10) days from receipt of Notice of Award]

REPUBLIC OF THE PHILIPPINE	ES)
CITY OF	_) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

FORM-06

STATEMENT OF ALL ITS ON-GOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YER STARTED

NAME OF CONTRACT	DATE OF CONTRACT	CONTRACT DURATION	CONTACT PERSON, CONTACT NO., ADDRESS, AND EMAIL ADDRESS	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT

FORM-07

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE PROJECT TO BE BID EQUIVALENT TO AT LEAST 50% OF THE ABC WITH ATTACHED SUPPORTING DOCUMENTS (i.e. P.O/CONTRACTS)

NAME OF CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	CONTACT PERSON, CONTACT NO., ADDRESS, AND EMAIL ADDRESS

	F	ormula in the Com	putati	on of NFCC			
	_	NAME OF C					
		ts – Current Liabilitie acts including Award			_		
YEAR	C	URRENT ASSETS	URRENT ASSETS		CURRENT LIABILITIES		
TOTAL							
CONTRA DESCRIP	ACT	TOTAL CONTRACT AMOUNT AT AWARD	PER PL	acts: RCENTAGE OF ANNED AND ACTUAL OMPLISHMENT	ESTIMATED COMPLETION TIME		
TOTA	L						
Use additional sh	neet/s, if n	ecessary					
FORMULA: 15 (Current As	ssets min	nus Current Liabilitie PNFC		s Total Outstan Works	=		
Prepared and Sul							

(Name of Bank)

COMMITTED LINE OF CREDIT CERTIFICATE

Date:	
Social Security System (SSS	
SSS Main Building, East Ave	nue
Diliman, Quezon City	
CONTRACT PROJECT	:
COMPANY/FIRM	•
ADDRESS	•
BANK/FINANCING	
INSTITUTION	•
ADDRESS	•
AMOUNT	:
above, commits to provide the mentioned Contract, a credit	t the above Bank/Financing Institution with business address indicated the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-line in the amount specified above which shall be exclusively used to the above-mentioned contract subject to our terms, conditions and
(Supplier/Distributor/Manufa	l be available within fifteen (15) calendar days after receipt by the cturer/Contractor) of the Notice of Award and such line of credit shall be Certificate of Acceptance by the Social Security System.
of Procuring Entity) for the a by us make us liable for perju	cturer/Contractor) in connection with the bidding requirement of (Name bove-mentioned Contract. We are aware that any false statements issued ry.
approval of Social Security S	of credit cannot be terminated or cancelled without the prior written ystem.
Name and Signature of Author	orized Financing Institution Office
Office Designation	
Concurred by:	
Name & Signature of (Suppli	er/Distributor/Manufacturer/Contractor) Authorized Representative
Official Designation	
Philippines, Affiant exhibited	RN TO BEFORE ME this day of at at to me his/her competent Evidence of Identity (as defines by the 2004 issued on at, Philippines.
Doc No. :	NOTARY PUBLIC
Page No. :	
Book No. :	
Series of :	
(Note: The amount commit	ted should be machine validated in the Certificate itself)

