



**Social Security System**  
East Avenue, Diliman, Quezon City

## **PHILIPPINE BIDDING DOCUMENTS**

**Fifth Edition – October 2016**

# **Procurement of GOODS**

**HIRING OF TWO (2) EXTERNAL APPRAISAL  
COMPANIES FOR THE APPRAISAL OF VARIOUS SSS-  
OWNED PROPERTIES FOR A PERIOD OF TWO  
(2) YEARS**

ITB-SSS-Goods-2021-001

**Government of the Republic of the Philippines**  
**OCTOBER 2020**

A handwritten signature in black ink, appearing to read 'C. Lozano'.

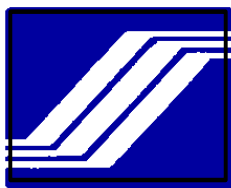
**CYRUS CAESAR D. LOZANO**  
**Chairperson, TWG**

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# 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

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## Invitation to Bid ITB-SSS-Goods-2021-001

### **HIRING OF TWO (2) EXTERNAL APPRAISAL COMPANIES FOR THE APPRAISAL OF VARIOUS SSS-OWNED PROPERTIES FOR A PERIOD OF TWO (2) YEARS**

Approved Budget for the Contract (ABC) & Source of Fund	Delivery/ Completion Period	Price of Bid Documents (non-refundable)	Schedule of Activities Date/Time	
			Pre-bid Conference	Deadline of submission and receipt of bids
<p><b>P 5,371,590.00</b></p> <p>Broken down as follows:</p> <p><b>Lot 1 - Hiring of One (1) External Appraisal Company with a Period of Two (2) Years P2,685,795.00</b></p> <p><b>1<sup>st</sup> Year - P 1,278,950.00</b>  <b>2<sup>nd</sup> Year- P 1,406,845.00</b></p> <p><b>Lot 2 - Hiring of One (1) External Appraisal Company with a Period of Two (2) Years P2,685,795.00</b></p> <p><b>1<sup>st</sup> Year - P 1,278,950.00</b>  <b>2<sup>nd</sup> Year- P 1,406,845.00</b></p> <p>Approved 2021 Corporate Operating Budget – MOOE with Code PAP (1) Included in the 1<sup>st</sup> Update of the Indicative Annual Procurement Plan (IAPP) of the 2021 IAPP</p>	<p>Sixty (60) calendar days</p>	<p>P2,600.00</p> <p>P2,600.00</p>	<p>November 6, 2020 (Wednesday) 2:30pm</p>	<p>November 18, 2020 (Wednesday) 2:00pm</p>

- The **SOCIAL SECURITY SYSTEM** now invites Bids for the above item. Delivery of the Goods is required within the period specified above. **Bidders should have completed within five (5) years prior to the date of submission and receipt of bids**, a contract similar to the Project. The description of an eligible Bidder is contained in the Bidding Documents, particularly, in Section II - Instruction to Bidders.

**A bidder must participate in both lots but shall be awarded for one (1) lot only.**

2. Bids received in excess of the ABC per lot shall be automatically rejected at bid opening.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary pass/fail criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act 9184 (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Interested bidders may obtain further information from the 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 29 October 2020** up to the scheduled submission & receipt 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, Ground Floor, SSS Main Bldg., 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. To ensure completeness and compliance of bids, bidders are advised to send their authorized technical and/or administrative representatives who will prepare the bid documents.

**The Pre-Bid Conference will be conducted through online conference using Microsoft Teams. Kindly e-mail us on or before 05 November 2020, 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 (formerly CDPRD Computer 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 18.

Bid opening shall be on the date and time specified above at the Bidding Room (formerly CDPRD Computer 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 of 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 Section 41 of RA 9184 and its IRR, 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 guarantee 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**

2<sup>nd</sup> Flr., SSS Main Bldg., East Ave., Diliman, Q.C.

Tel # (632) 8922-1070; 8920-6401 local 5492 & 6382

Email – bac@sss.gov.ph

  
**THE CHAIRPERSON**  
**BIDS & AWARDS COMMITTEE** 

ref.: itb-sss-goods-2020-037- Hiring of Two External Companies

# *Section II. Instructions to Bidders*

## **A. General**

### **1. Scope of Bid**

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

### **2. Source of Funds**

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

### **3. Corrupt, Fraudulent, Collusive, and Coercive Practices**

- 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
    - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
    - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
    - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
  - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

#### **4. Conflict of Interest**

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or

- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
  - (b) If the Bidder is a partnership, to all its officers and members;
  - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
  - (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
  - (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

## 5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
- (a) Duly licensed Filipino citizens/sole proprietorships;
  - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
  - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
  - (d) Cooperatives duly organized under the laws of the Philippines; and
  - (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
  - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;



- (c) When the Goods sought to be procured are not available from local suppliers; or
  - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders’ NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

## 6. Bidder’s Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in ITB Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.
  - (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that 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;
- (g) Authorizing the HOPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## 7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

## 8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

## B. Contents of Bidding Documents

### 9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.  
  
(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

## **10. Clarification and Amendment of Bidding Documents**

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

### **C. Preparation of Bids**

## **11. Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, except for countries identified by the Department of Foreign Affairs (DFA) that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

A Contracting Party refers to a State that has joined the Apostille Convention, whether or not the Convention has entered into force for that State.

A Competent Authority refers to the authority designated by a Contracting Party that is competent to issue an apostille. A Contracting Party may designate one or more Competent Authorities and may designate Competent Authorities that are competent to issue an apostille for certain categories of public documents. Information about designated Competent Authorities may be found on the Apostille Section of the Hague Conference website under “Competent Authorities”.

The English translation shall govern, for purposes of interpretation of the bid.

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

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class “A” Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB.
- (ii) Statement 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

Statement of the Bidder’s SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
  - (ii.2) date of the contract;
  - (ii.3) contract duration;
  - (ii.4) owner’s name and address;
  - (ii.5) kinds of Goods;
  - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
  - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary for the purpose of meeting the SLCC requirement;
  - (ii.8) date of delivery; and
  - (ii.9) end user’s acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class “B” Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.
- (b) Technical Documents –
  - (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
    - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
    - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
  - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
  - (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
  - (iv) For foreign bidders claiming eligibility by reason of their country’s extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

### **13. Documents Comprising the Bid: Financial Component**

13.1. The financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
- (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
- (c) Any other document related to the financial component of the bid as stated in the **BDS**.

13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
  - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
  - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

## 14. Alternative Bids

14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding.

A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

## 15. Bid Prices

15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.

15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.

15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (a) For Goods offered from within the Procuring Entity's country:
  - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
  - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
  - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - (iv) The price of other (incidental) services, if any, listed in the **BDS**.

- (b) For Goods offered from abroad:
    - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - (ii) The price of other (incidental) services, if any, listed in the **BDS**.
  - (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations
- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

## 16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:
- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
  - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.2. If so allowed in accordance with ITB Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

## 17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.



## 18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to ITB Clause 32, and the posting of the performance security pursuant to ITB Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
- (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
    - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);

- (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
  - (iv) submission of eligibility requirements containing false information or falsified documents;
  - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
  - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
  - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
  - (viii) refusal or failure to post the required performance security within the prescribed time;
  - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
  - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
  - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
  - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

## **19. Format and Signing of Bids**

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

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

- 20.1. Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_\_ - TECHNICAL COMPONENT” and “COPY NO. \_\_\_\_ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. \_\_\_\_”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 21;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
  - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

## **D. Submission and Opening of Bids**

### **21. Deadline for Submission of Bids**

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**. In case the deadline for submission of bids fall on a non-working day duly declared by the president, governor or mayor or other government official authorized to make such declaration, the deadline shall be the next working day.

### **22. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder’s name, its representative and the time the late bid was submitted.

## 23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with ITB Clause 20, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

## 24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder’s compliance with the documents prescribed in ITB Clause 12, using a non-discretionary “pass/fail” criterion. If a Bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in ITB Clause 13.2, the BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in ITB Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
  - (b) Mayor’s/Business permit issued by the local government where the principal place of business of the bidder is located; and
  - (c) Audited Financial Statements showing, among others, the prospective bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in ITB Clause 12.1(a)(i). Submission of documents required under ITB Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.9. The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.10. To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

## **E. Evaluation and Comparison of Bids**

### **25. Process to be Confidential**

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder’s bid.

## 26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

## 27. Domestic Preference

27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
- (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
- (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
- (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

## 28. Detailed Evaluation and Comparison of Bids

28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.

28.2. The Lowest Calculated Bid shall be determined in two steps:

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

28.3. 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 following in the evaluation of bids:

- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
  - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids 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 prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 28.3.

## **29. Post-Qualification**

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. 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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

### **30. Reservation Clause**

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
  - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or



- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
  - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
  - (ii) If the project is no longer necessary as determined by the HoPE; and
  - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

## **F. Award of Contract**

### **31. Contract Award**

- 31.1. Subject to ITB Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
  - (a) Submission of valid JVA, if applicable, within ten (10) calendar days from receipt of the Notice of Award;
  - (b) Posting of the performance security in accordance with **ITB** Clause 33;
  - (c) Signing of the contract as provided in **ITB** Clause 32; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

### **32. Signing of the Contract**

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
  - (d) Performance Security;
  - (e) Notice of Award of Contract; and
  - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### 33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

- 33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

**34. Notice to Proceed**

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

**35. Protest Mechanism**

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

## Section III. Bid Data Sheet

ITB Clause										
1.1	The Procuring Entity is <b>SOCIAL SECURITY SYSTEM</b> .									
1.2	<p>The name of the Contract is <b>HIRING OF TWO (2) EXTERNAL APPRAISAL COMPANIES FOR THE APPRAISAL OF VARIOUS SSS-OWNED PROPERTIES FOR A PERIOD OF TWO (2) YEARS</b></p> <p>The identification number of the Contract is _____.</p> <p>The lot(s) and reference are:</p> <p>Lot 1 - Hiring of One (1) External Appraisal Company with a Period of Two (2) Years;</p> <p>Lot 2 - Hiring of One (1) External Appraisal Company with a Period of Two (2) Years</p>									
	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the Approved 2021 Corporate Operating Budget – MOOE with Code PAP (1) Included in the 1st Update of the Indicative Annual Procurement Plan (IAPP) on the 2021 IAPP in the amount of P 5,371,590.00, broken down as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><i>Lot No.</i></th> <th style="text-align: center;"><i>Description Name</i></th> <th style="text-align: center;"><i>Amount</i></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Hiring of One (1) External Appraisal Company with a Period of Two (2) Years</td> <td>Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Hiring of One (1) External Appraisal Company with a Period of Two (2) Years</td> <td>Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00</td> </tr> </tbody> </table> <p>The name of the Project is: <b>HIRING OF TWO (2) EXTERNAL APPRAISAL COMPANIES FOR THE APPRAISAL OF VARIOUS SSS-OWNED PROPERTIES FOR A PERIOD OF TWO (2) YEARS</b></p>	<i>Lot No.</i>	<i>Description Name</i>	<i>Amount</i>	1	Hiring of One (1) External Appraisal Company with a Period of Two (2) Years	Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00	2	Hiring of One (1) External Appraisal Company with a Period of Two (2) Years	Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00
<i>Lot No.</i>	<i>Description Name</i>	<i>Amount</i>								
1	Hiring of One (1) External Appraisal Company with a Period of Two (2) Years	Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00								
2	Hiring of One (1) External Appraisal Company with a Period of Two (2) Years	Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00								
3.1	No further instructions.									
5.1	The Bidder should not have any pending case filed against the SSS, its employees and officials.									
5.2	Foreign bidders, except those falling under <b>ITB</b> Clause 5.2(b), may not participate in this Project.									
5.4	<p>The Bidder must have completed, within five (5) years prior to the date of submission and opening of bids, a single contract that is similar to this Project, and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer index, must be equivalent to at least fifty percent (50%) of the ABC.</p> <p>For this purpose, similar contracts shall refer to <b>appraisal of office/residential condominium units, parking slots, lots and buildings, vacant lots etc.</b></p>									
7	No further instructions.									
8.1	Subcontracting is not allowed.									
8.2	Not applicable.									

9.1	The SOCIAL SECURITY SYSTEM will hold a pre-bid conference for this Project as indicated in the Advertisement.
10.1	<p>The Procuring Entity's address is:</p> <p><b><i>The Chairperson</i></b>  <b><i>BIDS AND AWARDS COMMITTEE</i></b>  <i>2<sup>nd</sup> Floor, SSS Main Building</i>  <i>East Avenue, Diliman, Quezon City</i>  <i>Tel No: (632) 8922-1070, 8920-6401 loc.5492 or 6382</i>  <i>E-mail: bac@sss.gov.ph</i>  <i>Website: <a href="http://www.sss.gov.ph">http://www.sss.gov.ph</a></i></p>
12.1(a)	<p><i>First Envelope:</i></p> <p>(i) PhilGEPS Certificate of Registration and membership in accordance with Section 8.5.2 of the Revised IRR of RA 9184. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB.</p> <p>(ii) Statement 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 within the period of five (5) years. The statement shall include, for each contract, the following:</p> <ul style="list-style-type: none"> <li>(ii.1) name of the contract;</li> <li>(ii.2) date of the contract;</li> <li>(ii.3) contract duration;</li> <li>(ii.4) owner's name and address;</li> <li>(ii.5) kinds of Goods;</li> <li>(ii.6) amount of contract and value of outstanding contracts;</li> <li>(ii.7) date of delivery; and</li> <li>(ii.8) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.</li> </ul> <p>Statement of Single Largest Completed Contract similar to the project to be bid within the period five (5) years prior to the date submission and receipt of bids and equivalent to at least fifty percent (50%) of the ABC.</p> <p><i>(For Statement of SLCC, it shall include the amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement.)</i></p> <p>(iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank;</p> <p>(iv) JVA or the Duly Notarized Statement in accordance with Section 23.1 (b) of the 2016 Revised IRR of RA9184, if applicable</p> <p>(v) Bid Securing Declaration or any form of Bid Security in the amount stated in the BDS, which shall be not less than the percentage of the ABC in accordance with the following schedule:</p>

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%) Or Lot 1 – P 53,716.00 Lot 2 – P 53,716.00
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%) Or Lot 1 – P134,290.00 Lot 2 – P134,290.00

- \* Bank issued securities must be issued by a universal/commercial bank.
- \* Surety Bonds must be accompanied by a certification from Insurance Commission that issuer is authorized to issue such security.
- \* Bid Securing Declaration must be notarized by a duly commissioned Notary Public.

(vi) Technical Proposal/Specifications

- (a) Statement of Compliance with the Technical Specifications , as enumerated and specified in Sections VI (Schedule of Requirements) and VII (Technical Specifications) of the Bidding Documents;

(vii) Omnibus Sworn Statement (form supplied)

- (a) Sworn statement by the Bidder or its duly authorized representative in accordance with Section 25.3 of RA 9184 and its 2016 Revised IRR notarized by a duly commissioned Notary Public.
  - (i) Statement attesting to the Bidder's responsibilities pursuant to ITB Clause 6.
  - (ii) That it is not "blacklisted" or barred from bidding the GOP or any of its agencies, offices, corporations or LGUs, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
  - (iii) That 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;
  - (iv) That it authorizes the SOCIAL SECURITY SYSTEM or its duly authorized representative(s) to verify all the documents submitted;
  - (v) That the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute, and perform any and all acts necessary and/or to represent the Bidder in the bidding;

	<p>(vi) That it complies with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019;</p> <p>(vii) That it complies with existing labor laws and standards. The winning/supplier shall also:</p> <p>a. Comply with the provisions of the Social Security Act of 2018 (Republic Act No. 11199) and all labor and social legislations, rules and regulations.</p> <p>b. SSS has the option to deduct from the contract price any delinquency amount due to SSS.</p> <p>(viii) That it 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.</p>									
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.									
12.1(a)(iii)	In the absence of NFCC, use the committed Line of Credit from a universal or commercial bank (Form Supplied).									
13.1 (a)	<p><i>Second Envelope</i></p> <p>Financial Proposal</p> <p>1. Cost Proposal (Form Supplied)</p> <p>2. Bid Breakdown (Form Supplied)</p>									
13.1(b)	No further instructions.									
13.1(c)	No additional requirements									
13.2	<p>The ABC are as follows:</p> <table border="1" data-bbox="423 1596 1393 1924"> <thead> <tr> <th><i>Lot No.</i></th> <th><i>Description Name</i></th> <th><i>Amount</i></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Hiring of One (1) External Appraisal Company with a Period of Two (2) Years</td> <td>Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00</td> </tr> <tr> <td>2</td> <td>Hiring of One (1) External Appraisal Company with a Period of Two (2) Years</td> <td>Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00</td> </tr> </tbody> </table> <p>Any bid with a financial component exceeding the amount per lot per year shall not be accepted.</p>	<i>Lot No.</i>	<i>Description Name</i>	<i>Amount</i>	1	Hiring of One (1) External Appraisal Company with a Period of Two (2) Years	Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00	2	Hiring of One (1) External Appraisal Company with a Period of Two (2) Years	Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00
<i>Lot No.</i>	<i>Description Name</i>	<i>Amount</i>								
1	Hiring of One (1) External Appraisal Company with a Period of Two (2) Years	Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00								
2	Hiring of One (1) External Appraisal Company with a Period of Two (2) Years	Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00								
15.4(a)(iv)	No incidental services are required.									
15.4(b)(i)	Not applicable.									
15.4(b)(ii)	No incidental services are required.									
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.									
16.3	Not applicable.									

17.1	Bids will be valid for one hundred twenty (120) calendar days reckoned from the date of the submission and opening of bids.									
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>The amount of not less than:  Lot 1 – P 53,716.00; Lot 2 – P 53,716.00,  if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>The amount of not less than:  Lot 1 – P134,290.00; Lot 2 – P134,290.00,  if bid security is in Surety Bond.</p>									
18.2	The bid security shall be valid for one hundred twenty (120) calendar days reckoned from the date of the submission and opening of bids.									
20.3	<p>Each Bidder shall submit five (5) sets.</p> <p>1. One (1) Envelope marked ORIGINAL; and  2. Four (4) Envelopes marked COPY NO. ____ .</p>									
21	<p>The address for submission of bids is the Social Security System’s:</p> <p><b>BIDS AND AWARDS COMMITTEE</b>  Bidding Room (formerly CDPRD Computer Room),  2nd Floor, SSS Main Building  East Avenue, Diliman, Quezon City</p> <p>The deadline for submission of bids is indicated in the Bid Bulletin.</p>									
24.1	<p>The place of bid opening is the Social Security System’s:</p> <p><b>BIDS AND AWARDS COMMITTEE</b>  Bidding Room (formerly CDPRD Computer Room),  2nd Floor, SSS Main Building  East Avenue, Diliman, Quezon City</p> <p>The date and time of bid opening is indicated in the Bid Bulletin.</p>									
24.2	No further instructions.									
24.3	No further instructions.									
27.1	No further instructions.									
28.3 (a)	<p><b>Grouping and Evaluation of Lots –</b></p> <p>Partial bids are allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p> <table border="1"> <thead> <tr> <th><i>Lot</i></th> <th><i>Description Name</i></th> <th><i>Amount</i></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Hiring of One (1) External Appraisal Company with a Period of Two (2) Years</td> <td>Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00</td> </tr> <tr> <td>2</td> <td>Hiring of One (1) External Appraisal Company with a Period of Two (2) Years</td> <td>Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00</td> </tr> </tbody> </table>	<i>Lot</i>	<i>Description Name</i>	<i>Amount</i>	1	Hiring of One (1) External Appraisal Company with a Period of Two (2) Years	Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00	2	Hiring of One (1) External Appraisal Company with a Period of Two (2) Years	Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00
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2	Hiring of One (1) External Appraisal Company with a Period of Two (2) Years	Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00								



28.4	No further instructions.
29.2	<p>The bidder with the lowest calculated bid and second lowest calculated bid as evaluated shall submit within non-extendible five (5) calendar days upon written notice the following documentary requirements:</p> <ol style="list-style-type: none"> <li data-bbox="423 405 1404 478">1. Latest income tax return corresponding to the Audited Financial Statements submitted, filed electronically (EFPS);</li> <li data-bbox="423 478 1404 551">2. Quarterly VAT (business tax returns) per Revenue Regulations 3-2005 for the last six (6) months filed electronically (EFPS); and</li> <li data-bbox="423 551 1404 623">3. Other Technical Requirements, If any, to be supplied by the Technical Working Group.</li> </ol>
32.4(f)	No additional requirement

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

### **1. Definitions**

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the **SCC**.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The “Funding Source” means the organization named in the **SCC**.
- (k) “The Project Site,” where applicable, means the place or places named in the **SCC**.
- (l) “Day” means calendar day.
- (m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## 2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
  - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
    - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

### **3. Inspection and Audit by the Funding Source**

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### **4. Governing Law and Language**

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### **5. Notices**

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

### **6. Scope of Contract**

6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.

6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

### **7. Subcontracting**

7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

## **8. Procuring Entity's Responsibilities**

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

## **9. Prices**

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

## **10. Payment**

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. At least one percent (1%) but shall not exceed five percent (5%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

- 10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

## **11. Advance Payment and Terms of Payment**

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
  - (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
  - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

## **12. Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

## **13. Performance Security**

- 13.1. 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 the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

#### **14. Use of Contract Documents and Information**

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

#### **15. Standards**

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

#### **16. Inspection and Tests**

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## 17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**.

The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) but shall not exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but shall not exceed five percent (5%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.



## **18. Delays in the Supplier's Performance**

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

## **19. Liquidated Damages**

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract 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%), the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

## **20. Settlement of Disputes**

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## **21. Liability of the Supplier**

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **22. Force Majeure**

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a force majeure.
- 22.2. For purposes of this Contract 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 the Supplier 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 the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a force majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## **23. Termination for Default**

- 23.1. The Procuring Entity may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, outside of force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- 23.2. The Procuring Entity may terminate the contract when, As a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
- 23.3. The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligation under the Contract.
- 23.4. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services.

However, the Supplier shall continue performance of this Contract to the extent not terminated.

- 23.5. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

## 24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

## 25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## 26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
  - (b) Drawing up or using forged documents;

- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

## **27. Procedures for Termination of Contracts**

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated.

If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and

- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

**28. Assignment of Rights**

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

**29. Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

**30. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

## *Section V. Special Conditions of Contract*

GCC Clause										
1.1 (g)	The Procuring Entity is <b>SOCIAL SECURITY SYSTEM</b> .									
1.1 (i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .									
1.1 (j)	<p>The Funding Source is</p> <p>The Government of the Philippines (GOP) through Approved 2021 Corporate Operating Budget – MOOE with Code PAP (1) Included in the 1st Update of the Indicative Annual Procurement Plan (IAPP) on the 2021 IAPP in the amount of P 5,371,590.00, broken down as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot</th> <th style="text-align: center;">Description Name</th> <th style="text-align: center;">Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Hiring of One (1) External Appraisal Company with a Period of Two (2) Years</td> <td>Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Hiring of One (1) External Appraisal Company with a Period of Two (2) Years</td> <td>Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00</td> </tr> </tbody> </table>	Lot	Description Name	Amount	1	Hiring of One (1) External Appraisal Company with a Period of Two (2) Years	Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00	2	Hiring of One (1) External Appraisal Company with a Period of Two (2) Years	Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00
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2	Hiring of One (1) External Appraisal Company with a Period of Two (2) Years	Year 1 - P 1,278,950.00 Year 2 - P 1,406,845.00								
1.1 (k)	The Project Proponent is Asset Management Division (IPD & ROPA & Acquired Assets Department), 5 <sup>th</sup> Floor, SSS Building, East Avenue, Diliman, Quezon City.									
2.1	No further instructions.									
5.1	<p>The SOCIAL SECURITY SYSTEM's address for Notices is:</p> <p><b>THE CHAIRPERSON BIDS AND AWARDS COMMITTEE</b>  <i>2<sup>nd</sup> Floor, SSS Main Building                      East Avenue, Diliman, Quezon City                      Tel. No. (632) 8922-1070; 8920-6401 local 5492 &amp; 6382                      Email: <a href="mailto:bac@sss.gov.ph">bac@sss.gov.ph</a>                      Website: <a href="http://www.sss.gov.ph">http://www.sss.gov.ph</a></i></p> <p>The Supplier's address for Notices refers to winning bidder.</p>									
6.2	<p><b>Delivery and Documents –</b></p> <p>The delivery terms applicable to this Contract are delivered at Asset Management Division, 5<sup>th</sup> Floor, SSS Main Office Building, East Avenue, Diliman, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p>Upon delivery of the Goods to the Proponent, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p>									

	<p>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, and total amount signed by the Procuring Entity's representative at the Project Site;</p> <p>(ii) Original and four copies of delivery receipt detailing number and description of items received signed by the authorized receiving personnel; and</p> <p>(iii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is the Asset Management Division (AMD) located at 5th Floor, SSS Main Office Building, East Avenue, Diliman, Quezon City.</p> <p><b>Transportation –</b></p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Compliance with SS Law –</b></p> <p>The Winning Supplier shall report all its employees to SSS for coverage and their contribution, as well as, all amortization for salary/education/calamity and other SSS loans shall be updated. Failure to comply during contract award or implementation shall be a ground for cancellation/termination of the contract.</p>
10.1	Terms of payment – <b>Turnkey</b> – The service provider shall be paid once the project is 100% complete and accepted by the Proponent/Procuring Entity. <b>Payment shall be made starting on the first month of Year 2021, even if the appraisal valuation services is performed or started in year 2020.</b>
10.3	The payment shall be subject to retention of Withholding Tax and other applicable taxes in accordance with existing Laws and BIR Rules and Regulations, to be remitted directly to the BIR by the SSS.
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause
13.4(c)	No further instructions.
16.1	None
17.3	Validity of the appraisal report is One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of errors in the appraisal report is five (5) calendar days from notification in writing by the Procuring entity.

21.1

1. **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 contract.

2. **MERGER AND CONSOLIDATION.** In case of merger, consolidation or change of ownership of the Winning Bidder 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 contract.

3. **FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform its obligations pursuant to the Contract if such delay is due to force majeure.

Force Majeure shall mean events beyond the control of and affecting either party which cannot be foreseen or if foreseeable cannot be either prevented nor avoided despite the exercise of due diligence.

4. **NON-ASSIGNMENT.** Neither party may assign the Contract in whole or in part without the consent of the other party.

The Winning Bidder shall not subcontract in whole or in part the project and deliverables subject of the Contract 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 Winning Bidder assigned to perform the project are not employees of SSS. Neither is there an employer-employee relationship between SSS and Winning Bidder.

The Contract does not create an employer-employee relationship between SSS and the Winning Bidder including its personnel; that the services rendered by the personnel assigned by Winning Bidder 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 Winning Bidder 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 Winning Bidder's employees are to be construed merely as a measure taken by the former to ensure and enhance the quality of project performed hereunder. Winning Bidder shall, at all times, exercise supervision and control over its employees in the performance of its obligations under the contract.

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.** The Winning Bidder 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 Winning Bidder 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 Winning Bidder's receivables under this Agreement.

Further, prescription does not run against SSS for its failure to demand SS contributions or payments from Winning Bidder. Moreover, Winning Bidder 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.** The Winning Bidder, 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 Winning Bidder, 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 Winning Bidder and that he/she assumed full responsibility thereof.

11. **COMPLIANCE WITH TAX LAWS.** The Winning Bidder 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 Winning Bidder to comply with the foregoing shall entitle SSS to suspend payment of the Contract Price.

12. **SETTLEMENT OF DISPUTES.** All actions and controversies that may arise from the Contract involving but not limited to demands for specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion. Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be settled in accordance with applicable provisions of Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.

13. **GOVERNING LAW.** The contract shall be governed by and interpreted according to the laws of the Republic of the Philippines.

14. **AMENDMENTS.** The contract may be amended only in writing and executed by the parties or their duly authorized representatives.

15. **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.

16. **VENUE OF ACTION.** Any suit or proceeding arising out of relating to the contract shall be instituted in the appropriate court in Quezon City, parties hereto waiving any other venue.

	<p>17. <b>BINDING EFFECT.</b> The contract shall be binding upon the parties hereto, their assignee/s and successor/s-in-interest.</p>
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	<p>18. <b>NON-PUBLICITY.</b> No press release in oral, written or electronic form shall be issued covering this transaction without prior written approval of SSS. Inclusion in any reference lit shall also be undertaken only upon prior written approval of SSS.</p>
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## *Section VI. Schedule of Requirements*

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

### **HIRING OF TWO (2) EXTERNAL APPRAISAL COMPANIES FOR THE APPRAISAL OF VARIOUS SSS-OWNED PROPERTIES FOR A PERIOD OF TWO (2) YEARS**

<b>Lot Number</b>	<b>Description</b>	<b>Delivered, Weeks/Months</b>
1 & 2	<p>The properties for valuation are classified into two lots (Lot 1 and Lot 2), although both Lots have the same list of properties for valuation.</p> <p>Advance Copy of Appraisal Report per property/location</p> <p>Final Copy of Appraisal Report per property/location</p>	<p>To be submitted forty-five (45) calendar days after receipt of the Notice to Proceed (NTP) or Contract, whichever comes first</p> <p>To be submitted fifteen (15) calendar days after receipt of the Notice to Proceed (NTP) or Contract, whichever comes first</p> <p><b>Total : Sixty (60) calendar days</b></p>

## ***Section VII. Technical Specifications***

Bidders must state in the Statement of Compliance below either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of **ITB** Clause 3.1(a)(ii) and/or **GCC** Clause 2.1(a)(ii).

### **HIRING OF TWO (2) EXTERNAL APPRAISAL COMPANIES FOR THE APPRAISAL OF VARIOUS SSS-OWNED PROPERTIES FOR A PERIOD OF TWO (2) YEARS**

<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance</b>
	<b>1) Company Background, Experience and Expertise</b>	
	1.1 Provide a brief background or profile of the company. Attach the following annexes: a. Company Profile b. List of Key Officers in the organization	
	1.2 Provide a brief write-up on the nature of work/main service provided by the company, the appraisers/technical staff assigned to handle the project and a list with a brief description of relevant engagements in the last ten (10) years that best illustrate the appraisal company’s expertise and experience.	
	1.3 List of at least five (5) regular in-house licensed appraiser/s employed by the company to be deployed for this project who must have at least three (3) years of work experience in real estate property appraisal work or in any related field and at least one with experience in the appraisal of residential properties.	
	<b>2) Track Record</b>	
	2.1 Must have five (5) years of experience and must have rendered at least three (3) appraisal services within the last 5 years on prime real estate properties located in any Central Business Districts (CBD) commissioned by any of the following real estate companies in the Philippines namely: <i>Ayala Land; SM Prime; Robinsons Land Corp.; Megaworld Corporation; DMCI Homes; Federal Land; Vista Land and Lifescapes; Filinvest Land etc.</i>	
	2.2 Must have rendered at least three (3) appraisal services in the last five (5) years to at least one client such as real estate companies and government agencies, one of which must be a similar contract with a value of at least 50% of the approved budget for the contract (ABC)	

## *Section VIII. Bidding Forms*

**Bid Form**

Lot 1 - Hiring of One (1) External Appraisal Company with a Period of Two (2) Years

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Date: \_\_\_\_\_  
Invitation to Bid<sup>1</sup> N°: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>2</sup>

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>2</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_





## Bid Form

Lot 2 - Hiring of One (1) External Appraisal Company with a Period of Two (2) Years

---

Date: \_\_\_\_\_  
Invitation to Bid<sup>3</sup> N<sup>o</sup>: \_\_\_\_\_

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>4</sup>

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

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<sup>3</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>4</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



# Bid Breakdown

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

Invitation to Bid Number \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

ROPA AND ACQUIRED ASSETS DEPARTMENT (ROPAAD)

ANNEX A

LIST OF PROPERTIES FOR APPRAISAL

As of October 2020

Location: NCR, Visayas & Mindanao

No.	SITES	PROPERTY	ADDRESS	UNIT/ LOT / BLOCKS	ACQUISITION DATE	Parking Slots	TCT/CCT NO.		AREA (SQ.M.)		CLASSIFICATION OF UNITS	
							LOT/UNIT	PARKING SLOTS (PS)	UNIT/LOT	PARKING SLOTS (PS)		
1	A	Andalucia	Bella Villa One, Barangay Ibayo, Parañaque City, Metro Manila.	208	7/13/2000	A-41	7990	7955	158.00	13.00	Residential	
2	A	Andalucia			7/13/2000	A-59				13.00	Residential	
3	A	Andalucia		308	7/13/2000	A-42	7993	7943	158.00	13.00	Residential	
4	A	Andalucia			7/13/2000	A-60				13.00	Residential	
5	B	Barcelona		106		B-27	7987	7940	174.26	13.00	Residential	
6	B	Barcelona				B-28				13.00	Residential	
7	B	Barcelona				B-1		7932		13.00	Residential	
8	B	Barcelona		303		B-2	7919	7933	187.54	13.00	Residential	
9	B	Barcelona				B-37		7929		13.00	Residential	
10	B	Barcelona		306		B-38	7921	7928	223.47	13.00	Residential	
11	B	Barcelona				B-41		7926		13.00	Residential	
12	B	Barcelona		308		B-42	7922	7927	222.67	13.00	Residential	
13	C	Cataluna			7/13/2000	C-33		7981		223.47	13.00	Residential
14	C	Cataluna			7/13/2000	C-34	7968	7980		13.00	Residential	
15	A	Andalucia				A-02		7964		13.00	Parking Slot	
16	A	Andalucia				A-05		7965		13.00	Parking Slot	
17	A	Andalucia				A-20		7946		13.00	Parking Slot	
18	A	Andalucia				A-21		7953		13.00	Parking Slot	
19	A	Andalucia				A-25		7959		13.00	Parking Slot	
20	A	Andalucia				A-26		7976		13.00	Parking Slot	
21	A	Andalucia				A-27			7947	13.00	Parking Slot	
22	A	Andalucia				A-45				13.00	Parking Slot	
23		Cattleya Condominium	Cattleya Condominium, R. Cruz Street, Pinagbuhatan, Pasig City	130			34546		44.82		Residential	
24		Globe Telecom Plaza	Pioneer Highlands Condominium, along Pioneer Street corner Madison Street, within Barangay Barangka Ilaya, Mandakuyong City, Metro Manila	614	7/13/2000	021/B1	13791	13880	119.75	12.50	Commercial	
25		Globe Telecom Plaza		619	7/13/2000	014/B2	13793	13878	108.95	12.50	Commercial	
26		Globe Telecom Plaza		814	7/13/2000	136/B2	14280	14296	119.75	12.50	Commercial	
27		Globe Telecom Plaza		815	7/13/2000	113/B2	13792	13879	123.16	12.50	Commercial	
28		Globe Telecom Plaza		819	7/13/2000	037/B2	14281	14294	108.95	12.50	Commercial	
29		Pioneer Madison Suites		2508	7/13/2000	207/B3	13819	13863	117.53	12.50	Residential	
30		Pioneer Madison Suites		3207	7/13/2000	208/B3	13820	13864	133.45	12.50	Residential	
31		Pioneer Madison Suites		3307	7/13/2000	209/B3	13821	13865	133.45	12.50	Residential	
32		Pioneer Madison Suites		3407	7/13/2000	211/B3	13823	13867	133.45	12.50	Residential	
33		Pioneer Madison Suites		3504	7/13/2000	209/B4	13824	13838	94.84	12.50	Residential	
34		Pioneer Madison Suites		3506	7/13/2000	210/B4	13825	13839	103.34	12.50	Residential	
35		Pioneer Madison Suites		3507	7/13/2000	212/B3	13826	13868	133.45	12.50	Residential	
36		Pioneer Madison Suites		3604	7/13/2000	211/B4	13828	13840	94.84	12.50	Residential	
37		Pioneer Madison Suites		3704	7/13/2000	212/B4	13831	13841	94.84	12.50	Residential	
38		Pioneer Madison Suites		3706	7/13/2000	213/B4	13832	13842	103.34	12.50	Residential	
39		Pioneer Madison Suites		3904	7/13/2000	214/B4	13834	13843	94.80	12.50	Residential	
40		Pioneer Madison Suites	3906	7/13/2000	215/B4	13835	13844	103.34	12.50	Residential		
41		Pioneer West Highlands		7/13/2000	155/B3	13797	13845	122.90	12.50	Residential		
42		Pioneer West Highlands		7/13/2000	156/B3	13798	13846	134.83	12.50	Residential		
43		Pioneer West Highlands		7/13/2000	157/B3	13799	13847	134.83	12.50	Residential		
44		Pioneer West Highlands		7/13/2000	158/B3	13800	13848	122.90	12.50	Residential		
45		Pioneer West Highlands		7/13/2000	159/B3	13801	13849	134.83	12.50	Residential		
46		Pioneer West Highlands		7/13/2000	160/B3	13802	13850	134.83	12.50	Residential		
47		Pioneer West Highlands		7/13/2000	161/B3	13803	13851	122.90	12.50	Residential		
48		Pioneer West Highlands			164/B3	13806	13854	122.90	12.50	Residential		
49		Pioneer West Highlands		7/13/2000	165/B3	13807	13855	134.83	12.50	Residential		
50		Pioneer West Highlands		7/13/2000	166/B3	13808	13856	134.83	12.50	Residential		
51		Pioneer West Highlands		7/13/2000	167/B3	13809	13857	134.83	12.50	Residential		
52		Pioneer West Highlands		7/13/2000	168/B3	13810	13858	134.83	12.50	Residential		
53		Pioneer West Highlands		7/13/2000	170/B3	13812	13860	226.85	12.50	Residential		
54		Pioneer West Highlands		7/13/2000	172/B3	13814	13862	200.27	12.50	Residential		
55		Pioneer West Highlands		7/13/2000	B3/178-A	13815	18845	384.18	12.50	Residential		
56		Pioneer West Highlands		7/13/2000	256/B3	13817	13874	340.16	12.50	Residential		
57		Pioneer West Highlands		7/13/2000	258/B3	13818	13876	436.56	12.50	Residential		
58		Pioneer East Highlands		7/13/2000	B4-064	13796	13837	52.56	12.50	Residential		
59		Pioneer Corporate Center		7/13/2000	114/B1	14285	14299	90.20	12.50	Commercial		
60		Pioneer Corporate Center		7/13/2000	152/B1	14286	14305	102.46	12.50	Commercial		
61		Pioneer Corporate Center		7/13/2000	127/B1	14287	14302	133.11	12.50	Commercial		
62		Pioneer Corporate Center		7/13/2000	120/B1	14289	14308	147.54	12.50	Commercial		
63		Pioneer Corporate Center		7/13/2000	151/B1	14290	14305	102.94	12.50	Commercial		
64		Pioneer Corporate Center		7/13/2000	167/B1	14293	14298	71.66	12.50	Commercial		

65		Pryce Center-Makati	Pryce Center Building, along Chino Roces Avenue corner Bagtikan Street, within Barangay San Antonio, Makati City, Metro Manila.	503	7/13/2000	GF/2	69326	69326	107.94	12.50	Commercial
66		Pryce Center-Makati		901	7/13/2000	B2/13	69327	69327	110.10	12.50	Commercial
67		Pryce Center-Makati		902	7/13/2000	B2/14	69328	69328	73.31	12.50	Commercial
68		Pryce Center-Makati		903	7/13/2000	B1/6	69329	69329	107.94	12.50	Commercial
69		Pryce Center-Makati		904	7/13/2000	B1/7	69330	69330	123.86	12.50	Commercial
70		Pryce Center-Makati		1002	7/13/2000	B2/10	69335	69335	73.31	12.50	Commercial
71		Pryce Center-Makati		1003	7/13/2000	B2/11	69336	69336	107.94	12.50	Commercial
72		Pryce Center-Makati		1004	7/13/2000	B2/12	69337	69337	123.86	12.50	Commercial
73		Pryce Center-Makati		1005	7/13/2000	B1/3	69338	69338	89.26	12.50	Commercial
74		Pryce Center-Makati		1101	7/13/2000	B2/1	69341	69341	110.10	12.50	Commercial
75		Pryce Center-Makati		1102	7/13/2000	B2/2	69342	69342	73.31	12.50	Commercial
76		Pryce Center-Makati		1103	7/13/2000	B2/3	69343	69343	107.94	12.50	Commercial
77		Pryce Center-Makati		1105	7/13/2000	B1/2	69345	69345	89.26	12.50	Commercial
78		Pryce Center-Makati		1106	7/13/2000	2F/1	69346	69346	92.13	12.50	Commercial
79		Pryce Center-Makati	1107	7/13/2000	2F/2	69347	69347	121.15	12.50	Commercial	
80		DMCI Renaissance Tower	Renaissance Tower F, within Renaissance Center, along Maralco Avenue, Barangay Ugong, Pasig City, Metro Manila.	PH 2804	7/13/2000	G-6/G-7	30683	30683	384.66	12.50/12.50	Residential
81		EGI RUFINO PLAZA (E Ganzon)	EGI Rufino Plaza, Taft Avenue corner Sen. Gil Puyat Avenue, Santa Clara district, Pasay City, Metropolitan Manila.	14 1D	6/30/2002	VPLB-74	13760	13757	62.20	12.50	Commercial
82		Bldg E Ganzon		14 1E	6/30/2002	VPLB-73	13761	13756	55.46	12.50	Commercial
83		Bldg E Ganzon		14 1F	6/30/2002	VPLB-45	13759	13755	57.27	12.50	Commercial
84		Bldg E Ganzon		14 1G	6/30/2002	VPLB-44	13758	13754	64.06	12.50	Commercial
85	1	SSS Iloilo Property	Brgy. San Rafael, Manduriao, Iloilo City			TCT - 164081	NONE	4,551	NONE	Commercial	
86	1	Villa Josefina Towncenter	Villa Josefina Town Center, Barangay Dumoy, Talomo District, Davao City.	L2 B2		T-331301		1,010		Commercial	
87	2	Villa Josefina Towncenter		L3 B2		T-331302		1,010		Commercial	
88	3	Villa Josefina Towncenter		L4 B2		T-331303		766		Commercial	
89	4	Villa Josefina Towncenter		L5 B2		T-331304		766		Commercial	
90	5	Villa Josefina Towncenter		L6 B2		T-331305		768		Commercial	
91	6	Villa Josefina Towncenter		L1 B3		T-331306		755		Commercial	
92	7	Villa Josefina Towncenter		L2 B3		T-331307		755		Commercial	
93	8	Villa Josefina Towncenter		L B4		T-331308		10,157		Commercial	
94	9	Villa Josefina Towncenter		L3 B5		T-331309		1,117		Commercial	
95	10	Villa Josefina Towncenter		L4 B5		T-331310		805		Commercial	
96	11	Villa Josefina Towncenter		L5 B5		T-331311		780		Commercial	
97	12	Villa Josefina Towncenter		L6 B5		T-331312		700		Commercial	
98	13	Villa Josefina Towncenter	L7 B5		T-331313		699		Commercial		
99	14	Villa Josefina Towncenter	L8 B5		T-331314		699		Commercial		
100	15	Villa Josefina Towncenter	L9 B5		T-331315		1,500		Commercial		
101		Pryce Tower Davao	Pryce Tower, Pryce Business Park, Barangay 19 (Poblacion), Bajada District, Davao City.	PH 2A	10/23/2003	LB - 1	CT636	CT635	245.92	13.47	Commercial
102		Pryce Tower Davao		PH 2B	10/23/2003	LB - 2	CT637	CT634	261.35	13.80	Commercial
103		Pryce Tower Davao		PH 2C	10/23/2003	LB - 3	CT638	CT633	208.70	13.80	Commercial
104		Pryce Tower Davao		PH 2D	10/23/2003	LB - 4	CT639	CT632	249.29	12.17	Commercial
105		Pryce Tower Davao		PH 1A	10/23/2003	LB - 5	CT640	CT631	245.92	12.17	Commercial
106		Pryce Tower Davao		Suite 107	10/23/2003	LB - 6	CT641	CT630	137.91	12.17	Commercial
107		Pryce Tower Davao		Suite 106	10/23/2003	LB - 7	CT642	CT629	117.36	12.50	Commercial
108		Pryce Tower Davao		Suite 105	10/23/2003	LB-16	CT 568	CT628	203.44	12.35	Commercial
109		Pryce Tower Davao		Suite 104	10/23/2003	LB-17	CT 569	CT627	139.14	13.00	Commercial
110		Pryce Tower Davao		Suite 103	10/23/2003	LB-18	CT 570	CT626	120.210	11.50	Commercial
111		Pryce Tower Davao		Suite 102	10/23/2003	LB-19	CT 571	CT625	116.15	11.50	Commercial
112		Pryce Tower Davao		Suite 101	10/23/2003	LB-20 A	CT 572	CT624	125.76	12.17	Commercial
113		Pryce Tower Davao		Suite 76	10/23/2003	LB-21 A	CT 573	CT623	117.36	12.17	Commercial
114		Pryce Tower Davao		Suite 73	10/23/2003	LB-22 A	CT 574	CT622	120.21	12.17	Commercial
115		Pryce Tower Davao		Suite 72	10/23/2003	LB-23	CT 575	CT621	116.15	13.90	Commercial
116		Pryce Tower Davao		10/23/2003	LB-24		CT620		13.00	Commercial	
117		Pryce Tower Davao		10/23/2003	LB-25		CT619		12.17	Commercial	
118		Pryce Tower Davao		10/23/2003	LB-26		CT618		12.17	Commercial	
119		Pryce Tower Davao		10/23/2003	LB 52		CT 608		11.95	Commercial	
120		Pryce Tower Davao		10/23/2003	LB 51A		CT 609		11.95	Commercial	
121		Pryce Tower Davao		10/23/2003	LB 45A		CT 610		12.19	Commercial	
122		Pryce Tower Davao		10/23/2003	LB 44		CT 611		11.23	Commercial	
123		Pryce Tower Davao		10/23/2003	LB 39		CT 612		12.17	Commercial	
124		Pryce Tower Davao	Pryce Tower, Pryce Business Park, Barangay 19 (Poblacion), Bajada District, Davao City.		10/23/2003	LB 38		CT 613		12.17	Commercial
125		Pryce Tower Davao			10/23/2003	LB 37		CT 614		12.17	Commercial
126		Pryce Tower Davao			10/23/2003	LB 36		CT 615		12.17	Commercial
127		Pryce Tower Davao			10/23/2003	LB 35		CT 616		12.17	Commercial
128		Pryce Tower Davao			10/23/2003	LB 27		CT 617		12.17	Commercial
129		Pryce Tower Davao			10/23/2003	LB-53A		CT607		11.96	Commercial
130		Pryce Tower Davao			10/23/2003	LB-54		CT606		11.96	Commercial
131		Pryce Tower Davao			10/23/2003	LB-55 A		CT605		13.67	Commercial
132		Pryce Tower Davao			10/23/2003	LB-56		CT604		13.67	Commercial
133		Pryce Tower Davao			10/23/2003	LB-57 A		CT603		13.67	Commercial

134		Pryce Tower Davao		10/23/2003	LB-58		CT602		13.67	Commercial	
135		Pryce Tower Davao		10/23/2003	LB-59 A		CT601		13.67	Commercial	
136		Pryce Tower Davao		10/23/2003	LB-60		CT600		13.67	Commercial	
137		Pryce Tower Davao		10/23/2003	LB-61 A		CT599		12.17	Commercial	
138		Pryce Tower Davao		10/23/2003	LB-62		CT598		12.17	Commercial	
139		Pryce Tower Davao		10/23/2003	UB-20		CT597		11.50	Commercial	
140		Pryce Tower Davao		10/23/2003	UB-21		CT596		13.00	Commercial	
141		Pryce Tower Davao		10/23/2003	UB-22		CT595		13.00	Commercial	
142		Pryce Tower Davao		10/23/2003	UB-23		CT594		13.90	Commercial	
143		Pryce Tower Davao		10/23/2003	UB-24		CT593		13.00	Commercial	
144		Pryce Tower Davao		10/23/2003	UB-25		CT592		12.17	Commercial	
145		Pryce Tower Davao		10/23/2003	UB-26		CT591		12.17	Commercial	
146		Pryce Tower Davao		10/23/2003	UB-27		CT590		12.17	Commercial	
147		Pryce Tower Davao		10/23/2003	UB-29		CT589		14.15	Commercial	
148		Pryce Tower Davao		10/23/2003	UB-30		CT588		17.00	Commercial	
149		Pryce Tower Davao		10/23/2003	UB-31		CT587		13.85	Commercial	
150		Pryce Tower Davao		10/23/2003	UB-32		CT586		13.60	Commercial	
151		Pryce Tower Davao		10/23/2003	UB-33 A		CT585		12.00	Commercial	
152		Pryce Tower Davao		10/23/2003	UB-34		CT584		11.75	Commercial	
153		Pryce Tower Davao		10/23/2003	UB-35		CT583		11.75	Commercial	
154		Pryce Tower Davao		10/23/2003	UB-49A		CT582		12.17	Commercial	
155		Pryce Tower Davao		10/23/2003	UB-50		CT581		12.17	Commercial	
156		Pryce Tower Davao		10/23/2003	UB-52		CT580		12.17	Commercial	
157		Pryce Tower Davao		10/23/2003	UB-53		CT579		11.40	Commercial	
158		Pryce Tower Davao		10/23/2003	UB-54		CT578		12.86	Commercial	
159		Pryce Tower Davao		10/23/2003	GP-05		CT577		11.50	Commercial	
160		Pryce Tower Davao		10/23/2003	GP-06		CT576		11.50	Commercial	
161	1	Land Trece Martirez Cavite (Golf course)	Sherwood Hills Residential Estate, Barangays Cabezas and Lallana, both in Trece Martires City, Province of Cavite.		L1 B11		T-71766 (S4)		600	Residential	
162	2	Land Trece Martirez Cavite (Golf course)				L6 B58		T-71767 (S3)		762	Residential
163	3	Land Trece Martirez Cavite (Golf course)				L9 B58		T-71768 (S3)		537	Residential
164	4	Land Trece Martirez Cavite (Golf course)				L19 B61		T-71769 (S1)		584	Residential
165	5	Land Trece Martirez Cavite (Golf course)				L29 B70		T-71770 (S2)		509	Residential
166	6	Land Trece Martirez Cavite (Intl Golf)				L13 B42		T-73040		380	Residential
167	7	Land Trece Martirez Cavite (Intl Golf)	Sherwood Hills Residential Estate, Barangays Cabezas and Lallana, both in Trece Martires City, Province of Cavite.		L15 B65		T-73041		348	Residential	
168	8	Land Trece Martirez Cavite (Intl Golf)			L30 B65		T-73042		381	Residential	
169	9	Land Trece Martirez Cavite (Intl Golf)			L6 B87		T-73043		306	Residential	
170		Land Las Hacienda De Luisita	Atis Drive, within Hacienda Josephine in Las Haciendas De Luisita, Barangay San Miguel, Tarlac City.		L11 B9	6/18/2007	422897		453	Residential	
171		Land San Fernando Pampanga (Radon- Citta del sol)	Citta Del Sole Subdivision, within the Royal Residences, Barangays Panipuan and Bulaon, Mexico, Pampanga.		L17 B10		654257-R		152	Residential	
172					L18 B10		654258-R		162	Residential	
173		Land Mexico Pampanga (Radon)			L5 B6		654260-R		195	Residential	
174					L11 B6		654262-R		150	Residential	
175		LAND									
176		Mission Hills (Antipolo)	Brgy. Colaique, Antipolo City		L5, Blk 4	8/31/2008	R-55473		1,038	Residential	
177		Bangkaw Antipolo (Parkridge)	Brgy. Mayamot, Antipolo City		L7 B2	5/23/2002	R483		525	Residential	
178		Northfields, Calumpit (IPM Frp of Co)	Brgy. Buguion, Calumpit, Bulacan		L9 B11-A		T-195359		170	Residential	
179		Northfields, Calumpit (IPM Frp of Co)			L12 B12-A		T-195360		205	Residential	
180		Northfields, Calumpit (IPM Frp of Co)			L15 B12-A		T-195363		213	Residential	
181		Northfields, Calumpit (IPM Frp of Co)			L2 B5-B		T-195370		139	Residential	
182		Northfields, Calumpit (IPM Frp of Co)			L9 B5-B		T-195377		166	Residential	
183		Northfields, Calumpit (IPM Frp of Co)			L11 B5-B		T-195379		169	Residential	
184		Northfields, Calumpit (IPM Frp of Co)			L6 B5-C		T-195380		111	Residential	
185		Northfields, Calumpit (IPM Frp of Co)			L7 B5-C		T-195381		110	Residential	
186		Northfields, Calumpit (IPM Frp of Co)			L9 B5-C		T-195382		111	Residential	
187		Northfields, Calumpit (IPM Frp of Co)			L10 B5-C		T-195383		111	Residential	
188		Northfields, Calumpit (IPM Frp of Co)			L11 B5-C		T-195384		112	Residential	
189		Northfields, Calumpit (IPM Frp of Co)			L12 B5-C		T-195385		112	Residential	
190		Northfields, Calumpit (IPM Frp of Co)			L13 B5-C		T-195386		112	Residential	
191		Northfields, Calumpit (IPM Frp of Co)			L14 B5-C		T-195387		113	Residential	
192		Northfields, Calumpit (IPM Frp of Co)			L2 B9-C		T-195397		148	Residential	
193		Northfields, Calumpit (IPM Frp of Co)			L6 B9-C		T-195401		240	Residential	

194		Northfields, Calumpit (IPM Frp of Co)		L7 B9-C			T-195402		225		Residential
195		Antipolo City (Colt)	Town and Country	L6 B12			R-23708		192		Residential
196		Antipolo City (Colt)	Heights Subdivision Brgy. San Luis, Antipolo City	L44 B12			R-23711		180		Residential
197		Antipolo City (Colt)		L67 B14			R-23717		252		Residential
198		Biñan Laguna ( Colt)	Town and Country Southville	L15 B12			T-582965		96		Residential
199		Biñan Laguna ( Colt)	Brgys. Langkiwa, Bughahan, and Calabuso, Biñan City, Laguna	L 16 B 19			582967		108		Residential
200		Biñan Laguna ( Colt)		L 1 B 18			583360		108		Residential
201		Sto. Tomas Batangas (St Thomas)	Barangay Poblacion 1, Sto. Tomas, Batangas.	L1371	2/28/2005		T106536		1,957		Institutional
202		Sto Tomas Batangas (St Thomas)			2/28/2005		T106536		2,105		Institutional
203	site 1	Agusan Del Sur (NASIPIT)	Barangay Sta. Ana, Municipality of Nasipit, Province of Agusan Del Norte.	615			RT-5335		26,355		Industrial
204	site 1	Agusan Del Sur (NASIPIT)		618			RT-5337		76,394		Industrial
205	site 1	Agusan Del Sur (NASIPIT)		616			RT-5338		131,273		Industrial
206	site 2	Agusan Del Sur (NASIPIT)		592			RT-5336		68,770		Industrial
207		SSS ZAMBOANGA CITY	Vitaliano D. Agan Avenue and an alley, within Barangay Camino Nuevo, Zamboanga City	L878-I-9-A-5	12/31/2014		T-149,337		1,119		Commercial
208		SSS ZAMBOANGA CITY		L878-I-9-A-4	12/31/2014		T-149,339		1,077		Commercial
209		SSS ZAMBOANGA CITY		L878-I-9-A-2-B	12/31/2014		T-150,596		523		Commercial
210		SSS ZAMBOANGA CITY		L878-I-9-A-1-B	12/31/2014		T-150,598		1,310		Commercial
211		Raja Santa Agro	Gapan-Fort Magsaysay Road, within				NT-258347		1,000		Agricultural
212		Raja Santa Agro	Barangay Rio Chico, General Tinio, Nueva Ecija.				NT-258348		1,000		Agricultural
213		Raja Santa Agro					NT-258349		1,000		Agricultural
214		Raja Santa Agro					NT-258350		1,000		Agricultural
215		Raja Santa Agro					NT-258351		1,000		Agricultural
216		Raja Santa Agro					NT-258352		1,000		Agricultural
217		Raja Santa Agro					NT-258353		1,000		Agricultural
218		Raja Santa Agro					NT-258354		1,000		Agricultural
219		Raja Santa Agro					NT-258355		1,000		Agricultural
220		Raja Santa Agro					NT-258356		726		Agricultural
221		Raja Santa Agro					NT-258357		34,130		Agricultural

**ROPA AND ACQUIRED ASSETS DEPARTMENT**

**LIST OF PLANT, PROPERTY AND EQUIPMENT FOR APPRAISAL**

As of October 2020

No.	SITES	PROPERTY	UNIT/ LOT / BLOCKS	ADDRESS	PS	TCT/CCT NO.		AREA (SQ.M.)		CLASSIFICATION
						LOT/UNIT	IMPAIRMENT LOSS DECEMBER 31, 2016	UNIT/LOT	PS	
1		SSS MAIN BUILDING, East Ave., Diliman, Quezon City								
		Philippine National Bank		SSS MAIN BUILDING, East Ave., Diliman, Quezon City		GROUND FLOOR		213.00		Commercial
		Union Bank			GROUND FLOOR		113.93		Commercial	
		Canteen			2ND FLOOR		623.15		Commercial	
		DBP	2 ATM booths		GROUND FLOOR				Commercial	
2		SSS AURORA MILESTONE BUILDING	6th Floor and 4 Parking Slots	Aurora Blvd., Brgy Loyola Heights, Quezon City	PS 21, 22, 23 and 24	6TH FLOOR		1,289.32	12.50/slot	Commercial
3		SSS BAGUIO BRANCH, SSS Building, Harrison Road, Baguio City		SSS BAGUIO BRANCH, SSS Building, Harrison Road, Baguio City		3RD FLOOR		149.02		Commercial
4		SSS CAGAYAN DE ORO BRANCH, SSS Building, Carmen Patag Road, Carmen, Cagayan de Oro City, Misamis Oriental		SSS CAGAYAN DE ORO BRANCH, SSS Building, Carmen Patag Road, Carmen, Cagayan de Oro City, Misamis Oriental		GROUND FLOOR		253.00		Commercial
5		SSS DAVAO BRANCH, SSS Building, J.P. Laurel Avenue, Bajada, Davao City		SSS DAVAO BRANCH, SSS Building, J.P. Laurel Avenue, Bajada, Davao City		GROUND FLOOR		1.00		Commercial
		Philippine Savings Bank	1 ATM booth							Commercial
		<b>TOTAL BUILDING: 5</b>								
		<b>GRAND TOTAL: 5</b>								

INVESTMENT PROPERTY (IP) DEPARTMENT

LIST OF PROPERTIES FOR APPRAISAL

As of October 2020

Location: NCR, Visayas & Mindanao

ITEM	NO.	PROPERTY	ADDRESS	UNIT/ LOT / BLOCKS	PARKING SLOTS	TCT/CCT NO./TAX DEC. NO.		AREA (SQ.M.)		CLASSIFICATION OF UNITS	REMARKS
						LOT/TRNT	PARKING SLOTS (PS)	UNIT/LOT	PARKING SLOTS (PS)		
I	1	Cyber One Bldg	Eastwood Avenue, Eastwood City, Libs, Quezon City	Lower A, LG (Parking/Storage Area)		N-50037		1,170.00		Parking/Storage Area	Fair Market Valuation and Fair Rental Valuation
	2	Cyber One Bldg		4A (Genset Area)		N-50045		100.00		Genset Area	
	3	Cyber One Bldg		28A		N-50091		1,606.00		Commercial	
	4	Cyber One Bldg		28A		N-50030		1,606.00		Commercial	
	5	Cyber One Bldg		30A		N-50009		1,606.00		Commercial	
	6	Cyber One Bldg		31A		N-50008		1,606.00		Commercial	
	7	Cyber One Bldg		E1-10			N-50004		12.50	Parking Slots	
	8	Cyber One Bldg		E1-11			N-50003		12.50	Parking Slots	
	9	Cyber One Bldg		E1-12			N-50002		12.50	Parking Slots	
	10	Cyber One Bldg		E1-13			N-50090		12.50	Parking Slots	
	11	Cyber One Bldg		E1-14			N-50000		12.50	Parking Slots	
	12	Cyber One Bldg		E1-15			N-50011		12.50	Parking Slots	
	13	Cyber One Bldg		E1-16			N-50098		12.50	Parking Slots	
	14	Cyber One Bldg		E1-17			N-50097		12.50	Parking Slots	
	15	Cyber One Bldg		E1-18			N-50096		12.50	Parking Slots	
	16	Cyber One Bldg		E1-19			N-50095		12.50	Parking Slots	
	17	Cyber One Bldg		E1-20			N-50094		12.50	Parking Slots	
	18	Cyber One Bldg		E1-21			N-50027		12.50	Parking Slots	
	19	Cyber One Bldg		E1-22			N-50026		12.50	Parking Slots	
	20	Cyber One Bldg		E1-23			N-50025		12.50	Parking Slots	
21	Cyber One Bldg			E1-24		N-50024		12.50	Parking Slots		
22	Cyber One Bldg			E1-25		N-50022		12.50	Parking Slots		
23	Cyber One Bldg			E1-26		N-50036		12.50	Parking Slots		
24	Cyber One Bldg			E1-27		N-50080		12.50	Parking Slots		
25	Cyber One Bldg			E1-28		N-50007		12.50	Parking Slots		
26	Cyber One Bldg			E1-29		N-50006		12.50	Parking Slots		
27	Cyber One Bldg			E1-30		N-50005		12.50	Parking Slots		
28	Cyber One Bldg			LG-1		N-50012		12.50	Parking Slots		
29	Cyber One Bldg			LG-2		N-50033		12.50	Parking Slots		
30	Cyber One Bldg			LG-3		N-50020		12.50	Parking Slots		
31	Cyber One Bldg			LG-4		N-50095		12.50	Parking Slots		
32	Cyber One Bldg			LG-5		N-50019		12.50	Parking Slots		
33	Cyber One Bldg			LG-6		N-50038		12.50	Parking Slots		
34	Cyber One Bldg			LG-7		N-50017		12.50	Parking Slots		
35	Cyber One Bldg			LG-8		N-50016		12.50	Parking Slots		
36	Cyber One Bldg			LG-9		N-50014		12.50	Parking Slots		
37	Cyber One Bldg			LG-10		N-50013		12.50	Parking Slots		
38	Cyber One Bldg			LG-11		N-50023		12.50	Parking Slots		
39	Cyber One Bldg			LG-12		N-50037		12.50	Parking Slots		
40	Cyber One Bldg			LG-13		N-50038		12.50	Parking Slots		
41	Cyber One Bldg			LG-14		N-50039		12.50	Parking Slots		
42	Cyber One Bldg			LG-15		N-50040		12.50	Parking Slots		
43	Cyber One Bldg			LG-16		N-50041		12.50	Parking Slots		
44	Cyber One Bldg			LG-17		N-50042		12.50	Parking Slots		
45	Cyber One Bldg			LG-18		N-50043		12.50	Parking Slots		
46	Cyber One Bldg			LG-19		N-50044		12.50	Parking Slots		
47	Cyber One Bldg			LG-20		N-50059		12.50	Parking Slots		
48	Cyber One Bldg			LG-21		N-50046		12.50	Parking Slots		
49	Cyber One Bldg			LG-22		N-50034		12.50	Parking Slots		
50	Cyber One Bldg			LG-23		N-50048		12.50	Parking Slots		
51	Cyber One Bldg			LG-24		N-50049		12.50	Parking Slots		
52	Cyber One Bldg			LG-25		N-50050		12.50	Parking Slots		
53	Cyber One Bldg			E1-95		N-50035		12.50	Parking Slots		
54	Cyber One Bldg			E1-96		N-50032		12.50	Parking Slots		
55	Cyber One Bldg			E1-97		N-50021		12.50	Parking Slots		
56	Cyber One Bldg			E1-98		N-50039		12.50	Parking Slots		
57	Cyber One Bldg			E1-99		N-50001		12.50	Parking Slots		
58	Cyber One Bldg			E1-100		N-50032		12.50	Parking Slots		
59	Cyber One Bldg			E1-101		N-50031		12.50	Parking Slots		
60	Cyber One Bldg			E1-102		N-50035		12.50	Parking Slots		
61	Cyber One Bldg			E1-103		N-50030		12.50	Parking Slots		
62	Cyber One Bldg			E1-104		N-50029		12.50	Parking Slots		
63	Cyber One Bldg			E1-105		N-50028		12.50	Parking Slots		
64	Cyber One Bldg			LG-26		N-50051		12.50	Parking Slots		
65	Cyber One Bldg			LG-27		N-50052		12.50	Parking Slots		
66	Cyber One Bldg			LG-28		N-50053		12.50	Parking Slots		
67	Cyber One Bldg			LG-29		N-50054		12.50	Parking Slots		
68	Cyber One Bldg			LG-30		N-50055		12.50	Parking Slots		
69	Cyber One Bldg			LG-31		N-50056		12.50	Parking Slots		
70	Cyber One Bldg			LG-32		N-50057		12.50	Parking Slots		
71	Cyber One Bldg			LG-33		N-50058		12.50	Parking Slots		
72	Cyber One Bldg			LG-34		N-50047		12.50	Parking Slots		
73	Cyber One Bldg			LG-35		N-50029		12.50	Parking Slots		
74	Cyber One Bldg			LG-36		N-50028		12.50	Parking Slots		

II	75	SSS Makati Bldg	Ayala Avenue, corner Herrera St., Makati City	LAND: L-1, Blk-2		T-95214		1,800.00		Commercial	Fair Market Valuation and Fair Rental Valuation (Include Rental Value for Ground Floor, Second Floor to Penthouse and Parking Slots)
	76	SSS Makati Bldg		L-2, Blk-2		T-95215		1,344.00		Commercial	
	77	SSS Makati Bldg		L-4, Blk-2		T-95496		1,571.00		Commercial	
	78	SSS Makati Bldg		L-4, Blk-3		T-95497		1,166.00		Commercial	
	79	SSS Makati Bldg		Improvements: SSS Bldg						Commercial	
	80	SSS Makati Bldg		Engineering Bldg					14.00	Commercial	
	81	SSS Makati Bldg		Power House Bldg						Commercial	
	82	SSS Makati Bldg		Guard House						Commercial	
83	SSS Makati Bldg	Machinery & Equipment						Commercial			
84	SSS Makati Bldg	(68) Parking Space						Commercial			
85	SSS Makati Bldg	Other Land Improvements						Commercial			
III	87	Urdaneta Village	Urdaneta Village, Makati City	Lot 11, Blk. 13		T-210422		1,140.00		Residential	Fair Market Valuation and Fair Rental Valuation (Include Market Value for Common Swimming Pool, Fence & Other Land Improvements)
	88	Urdaneta Village		Lot 12, Blk. 13		T-210424		1,128.00		Residential	
	89	Urdaneta Village		Lot 13, Blk. 13		T-210423		1,127.00		Residential	
	91	Urdaneta Village		Lot 4, Blk. 4		T-210415		890.00		Residential	
	92	Urdaneta Village		Lot 23, Blk. 8 (w/ Swimming Pool)		T-210417		1,046.00		Residential	
93	Urdaneta Village	Lot 6, Blk. 16 (w/ Swimming Pool)		T-210419		1,121.00		Residential			
94	Urdaneta Village	Lot 8, Blk. 8 (w/ Swimming Pool)		T-210418		1,002.00		Residential			
IV	95	FCA-5 has.	Flores Blvd. & Macapagal Ave., Pasay City	Lot 1, Blk. 1		T-24435		50,000.00		Commercial	Fair Market Valuation and Fair Rental Valuation (Include Rental Value for Inner portion, Macapagal, Libertad, PNB & Flores Blvd side of Bldg, Rental Value for Building-Housed Billboards and For 6,000 sq.m. Vacant Portion, Rental Value of land if Utilize as Parking Space and for Retail Leases only)
	96	FCA-5 has.		Improvements: HK Sun Plaza (44,001 sq.m.), Citem Halls & 1-storey structure						Commercial	

V	97	East Triangle	EDSA corner East Avenue, Diliman, Quezon City	L-1Pcs0790		N-236071		31501.14		Commercial	Fair Market Valuation and Fair Rental Valuation (Include Rental Value on land if Utilize as Parking Space and for Retail Leases only; and Rental Value on land for Billboard purposes only)
	98	East Triangle		R.P. 3-B-3-A-1		N-236072		13,028.00		Commercial	
	99	East Triangle		Improvements: MAC Bldg.; SSS-Motorpool & NCR Branch Office						Commercial	
VI	100	PhilamLife Tower	Paseo de Roxas, Makati City	12-B		74567		560.50		Commercial	Fair Market Valuation and Fair Rental Valuation
	101	PhilamLife Tower		B4-093		74567		12.00		Parking Slots	
	102	PhilamLife Tower		B4-096		74567		12.00		Parking Slots	
	103	PhilamLife Tower		B4-099		74567		12.00		Parking Slots	
	104	PhilamLife Tower		B4-095		74567		12.00		Parking Slots	
	105	PhilamLife Tower		B4-115		74567		12.00		Parking Slots	
	106	PhilamLife Tower		B4-117		74567		12.00		Parking Slots	
	107	PhilamLife Tower		12-D		74568		560.50		Commercial	
	108	PhilamLife Tower		B3-047		74568		12.00		Parking Slots	
	109	PhilamLife Tower		B3-052		74568		12.00		Parking Slots	
	110	PhilamLife Tower		B3-055		74568		12.00		Parking Slots	
	111	PhilamLife Tower		B4-022		74568		12.00		Parking Slots	
	112	PhilamLife Tower		B4-023		74568		12.00		Parking Slots	
	113	PhilamLife Tower		B4-024		74568		12.00		Parking Slots	
	114	PhilamLife Tower		19-A		74569		567.00		Commercial	
	115	PhilamLife Tower		B4-104		74569		12.00		Parking Slots	
	116	PhilamLife Tower		B4-105		74569		12.00		Parking Slots	
	117	PhilamLife Tower		B4-117		74569		12.00		Parking Slots	
	118	PhilamLife Tower		U5-091		74569		12.00		Parking Slots	
	119	PhilamLife Tower		U5-092		74569		12.00		Parking Slots	
	120	PhilamLife Tower		U5-093		74569		12.00		Parking Slots	
	121	PhilamLife Tower		19-B		74570		560.50		Commercial	
	122	PhilamLife Tower		B4-093		74570		12.00		Parking Slots	
	123	PhilamLife Tower		B4-096		74570		12.00		Parking Slots	
	124	PhilamLife Tower		B4-099		74570		12.00		Parking Slots	
	125	PhilamLife Tower		B5-015		74570		12.00		Parking Slots	
	126	PhilamLife Tower		B5-115		74570		12.00		Parking Slots	
	127	PhilamLife Tower		B5-117		74570		12.00		Parking Slots	
	128	PhilamLife Tower		19-C		74571		567.00		Commercial	
	129	PhilamLife Tower		U6-052		74571		12.00		Parking Slots	
	130	PhilamLife Tower		U6-056		74571		12.00		Parking Slots	
	131	PhilamLife Tower		U6-078		74571		12.00		Parking Slots	
	132	PhilamLife Tower		U6-090		74571		12.00		Parking Slots	
	133	PhilamLife Tower		U6-091		74571		12.00		Parking Slots	
	134	PhilamLife Tower		U6-092		74571		12.00		Parking Slots	
	135	PhilamLife Tower		19-D		74572		560.50		Commercial	
	136	PhilamLife Tower		B5-010		74572		12.00		Parking Slots	
	137	PhilamLife Tower		B5-093		74572		12.00		Parking Slots	
	138	PhilamLife Tower		B5-095		74572		12.00		Parking Slots	
	139	PhilamLife Tower		B5-098		74572		12.00		Parking Slots	
	140	PhilamLife Tower		B5-113		74572		12.00		Parking Slots	
	141	PhilamLife Tower		20-A		74573		567.00		Commercial	
	142	PhilamLife Tower	B2-075		74573		12.00		Parking Slots		
	143	PhilamLife Tower	B2-076		74573		12.00		Parking Slots		
	144	PhilamLife Tower	B4-010		74573		12.00		Parking Slots		
	145	PhilamLife Tower	B4-011		74573		12.00		Parking Slots		
	146	PhilamLife Tower	B4-012		74573		12.00		Parking Slots		
	147	PhilamLife Tower	B4-013		74573		12.00		Parking Slots		
	148	PhilamLife Tower	20-B		74574		560.50		Commercial		
	149	PhilamLife Tower	B2-038		74574		12.00		Parking Slots		
	150	PhilamLife Tower	B2-047		74574		12.00		Parking Slots		
	151	PhilamLife Tower	B4-001		74574		12.00		Parking Slots		
	152	PhilamLife Tower	B4-002		74574		12.00		Parking Slots		
	153	PhilamLife Tower	B4-008		74574		12.00		Parking Slots		
	154	PhilamLife Tower	B4-009		74574		12.00		Parking Slots		
	155	PhilamLife Tower	20-C		74575		567.00		Commercial		
	156	PhilamLife Tower	B2-064		74575		12.00		Parking Slots		
	157	PhilamLife Tower	B2-067		74575		12.00		Parking Slots		
	158	PhilamLife Tower	B2-070		74575		12.00		Parking Slots		
	159	PhilamLife Tower	B3-024		74575		12.00		Parking Slots		
	160	PhilamLife Tower	B4-080		74575		12.00		Parking Slots		
	161	PhilamLife Tower	B4-081		74575		12.00		Parking Slots		
	162	PhilamLife Tower	20-D		74576		560.50		Commercial		
	163	PhilamLife Tower	B1-020		74576		12.00		Parking Slots		
	164	PhilamLife Tower	B1-021		74576		12.00		Parking Slots		
	165	PhilamLife Tower	B1-022		74576		12.00		Parking Slots		
	166	PhilamLife Tower	B1-023		74576		12.00		Parking Slots		
	167	PhilamLife Tower	U9-006		74576		12.00		Parking Slots		
	168	PhilamLife Tower	21-A		74577		567.00		Commercial		
	169	PhilamLife Tower	B4-040		74577		12.00		Parking Slots		
	170	PhilamLife Tower	B4-044		74577		12.00		Parking Slots		
	171	PhilamLife Tower	B4-083		74577		12.00		Parking Slots		
	172	PhilamLife Tower	B5-011		74577		12.00		Parking Slots		
	173	PhilamLife Tower	B5-012		74577		12.00		Parking Slots		
	174	PhilamLife Tower	B5-013		74577		12.00		Parking Slots		
	175	PhilamLife Tower	21-B		74578		560.50		Commercial		
	176	PhilamLife Tower	B4-041		74578		12.00		Parking Slots		
	177	PhilamLife Tower	B4-045		74578		12.00		Parking Slots		
	178	PhilamLife Tower	U6-075		74578		12.00		Parking Slots		
	179	PhilamLife Tower	U6-076		74578		12.00		Parking Slots		



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	U6-077		74578		12.00	Parking Slots
	U6-093		74578		12.00	Parking Slots
21-C		74579		567.00		Commercial
	B3-049		74579		12.00	Parking Slots
	B3-054		74579		12.00	Parking Slots
	B3-057		74579		12.00	Parking Slots
	U6-072		74579		12.00	Parking Slots
	U6-073		74579		12.00	Parking Slots
	U6-074		74579		12.00	Parking Slots
21-D		74580		560.50		Commercial
	U6-059		74580		12.00	Parking Slots
	U6-060		74580		12.00	Parking Slots
	U6-063		74580		12.00	Parking Slots
	U6-064		74580		12.00	Parking Slots
	U6-071		74580		12.00	Parking Slots
22-A		74581		567.00		Commercial
	B4-046		74581		12.00	Parking Slots
	B4-051		74581		12.00	Parking Slots
	U6-083		74581		12.00	Parking Slots
	U6-084		74581		12.00	Parking Slots
	U6-085		74581		12.00	Parking Slots
	U6-086		74581		12.00	Parking Slots
22-B		74582		560.50		Commercial
	B4-039		74582		12.00	Parking Slots
	B4-043		74582		12.00	Parking Slots
	U6-079		74582		12.00	Parking Slots
	U6-080		74582		12.00	Parking Slots
	U6-081		74582		12.00	Parking Slots
	U6-082		74582		12.00	Parking Slots
22-C		74583		567.00		Commercial
	B4-047		74583		12.00	Parking Slots
	B4-052		74583		12.00	Parking Slots
	B4-055		74583		12.00	Parking Slots
	U6-087		74583		12.00	Parking Slots
	U6-088		74583		12.00	Parking Slots
	U6-089		74583		12.00	Parking Slots
22-D		74584		560.50		Commercial
	B4-038		74584		12.00	Parking Slots
	B4-042		74584		12.00	Parking Slots
	U6-058		74584		12.00	Parking Slots
	U6-062		74584		12.00	Parking Slots
	U6-070		74584		12.00	Parking Slots
27-A		74585		593.50		Commercial
	B2-007		74585		12.00	Parking Slots
	B2-011		74585		12.00	Parking Slots
	B3-005		74585		12.00	Parking Slots
	B3-006		74585		12.00	Parking Slots
	B3-007		74585		12.00	Parking Slots
	B3-008		74585		12.00	Parking Slots
27-B		74586		523.00		Commercial
	B2-006		74586		12.00	Parking Slots
	B2-010		74586		12.00	Parking Slots
	B3-004		74586		12.00	Parking Slots
	B3-010		74586		12.00	Parking Slots
	B3-025		74586		12.00	Parking Slots
	B3-050		74586		12.00	Parking Slots
27-C		74587		593.50		Commercial
	B5-048		74587		12.00	Parking Slots
	B5-053		74587		12.00	Parking Slots
	B5-056		74587		12.00	Parking Slots
	U6-037		74587		12.00	Parking Slots
	U6-038		74587		12.00	Parking Slots
	U6-039		74587		12.00	Parking Slots
27-D		74588		523.00		Commercial
	B2-004		74588		12.00	Parking Slots
	B2-005		74588		12.00	Parking Slots
	B2-008		74588		12.00	Parking Slots
	B2-009		74588		12.00	Parking Slots
	B3-020		74588		12.00	Parking Slots
28-A		74589		593.50		Commercial
	B2-037		74589		12.00	Parking Slots
	B2-046		74589		12.00	Parking Slots
	U7-022		74589		12.00	Parking Slots
	U7-023		74589		12.00	Parking Slots
	U7-024		74589		12.00	Parking Slots
	U7-025		74589		12.00	Parking Slots
28-B		74590		523.00		Commercial
	B2-036		74590		12.00	Parking Slots
	B2-045		74590		12.00	Parking Slots
	U7-018		74590		12.00	Parking Slots
	U7-019		74590		12.00	Parking Slots
	U7-020		74590		12.00	Parking Slots
	U7-021		74590		12.00	Parking Slots
28-C		74591		593.50		Commercial
	B2-063		74591		12.00	Parking Slots
	B2-065		74591		12.00	Parking Slots
	B2-069		74591		12.00	Parking Slots

267	Philamife Tower		U7-026		74591		12.00	Parking Slots
268	Philamife Tower		U7-027		74591		12.00	Parking Slots
269	Philamife Tower		U7-028		74591		12.00	Parking Slots
270	Philamife Tower	28-D		74592		529.00		Commercial
271	Philamife Tower		B2-032		74592		12.00	Parking Slots
272	Philamife Tower		B2-033		74592		12.00	Parking Slots
273	Philamife Tower		B2-034		74592		12.00	Parking Slots
274	Philamife Tower		B2-035		74592		12.00	Parking Slots
275	Philamife Tower		U6-032		74592		12.00	Parking Slots
276	Philamife Tower	29-A		74593		599.50		Commercial
277	Philamife Tower		B5-033		74593		12.00	Parking Slots
278	Philamife Tower		B5-037		74593		12.00	Parking Slots
279	Philamife Tower		U6-036		74593		12.00	Parking Slots
280	Philamife Tower		U6-037		74593		12.00	Parking Slots
281	Philamife Tower		U6-039		74593		12.00	Parking Slots
282	Philamife Tower		U6-039		74593		12.00	Parking Slots
283	Philamife Tower	29-B		74594		529.00		Commercial
284	Philamife Tower		B4-068		74594		12.00	Parking Slots
285	Philamife Tower		B4-079		74594		12.00	Parking Slots
286	Philamife Tower		U6-028		74594		12.00	Parking Slots
287	Philamife Tower		U6-029		74594		12.00	Parking Slots
288	Philamife Tower		U6-030		74594		12.00	Parking Slots
289	Philamife Tower		U6-031		74594		12.00	Parking Slots
290	Philamife Tower	29-C		74595		599.50		Commercial
291	Philamife Tower		B2-023		74595		12.00	Parking Slots
292	Philamife Tower		B2-028		74595		12.00	Parking Slots
293	Philamife Tower		B2-031		74595		12.00	Parking Slots
294	Philamife Tower		U6-025		74595		12.00	Parking Slots
295	Philamife Tower		U6-026		74595		12.00	Parking Slots
296	Philamife Tower		U6-027		74595		12.00	Parking Slots
297	Philamife Tower	29-D		74596		529.00		Commercial
298	Philamife Tower		B4-030		74596		12.00	Parking Slots
299	Philamife Tower		B4-031		74596		12.00	Parking Slots
300	Philamife Tower		B4-034		74596		12.00	Parking Slots
301	Philamife Tower		B4-035		74596		12.00	Parking Slots
302	Philamife Tower		U6-024		74596		12.00	Parking Slots
303	Philamife Tower	33-C		74631		469.00		Commercial
304	Philamife Tower		U4-075		74631		12.00	Parking Slots
305	Philamife Tower		U5-001		74631		12.00	Parking Slots
306	Philamife Tower		U5-002		74631		12.00	Parking Slots
307	Philamife Tower		U5-003		74631		12.00	Parking Slots
308	Philamife Tower		U5-004		74631		12.00	Parking Slots
309	Philamife Tower		U5-012		74631		12.00	Parking Slots
310	Philamife Tower	33-D		74632		523.00		Commercial
311	Philamife Tower		U4-076		74632		12.00	Parking Slots
312	Philamife Tower		U4-077		74632		12.00	Parking Slots
313	Philamife Tower		U4-090		74632		12.00	Parking Slots
314	Philamife Tower		U4-091		74632		12.00	Parking Slots
315	Philamife Tower		U4-092		74632		12.00	Parking Slots
316	Philamife Tower		U4-093		74632		12.00	Parking Slots
317	Philamife Tower	34-A		74633		478.00		Commercial
318	Philamife Tower		U5-023		74633		12.00	Parking Slots
319	Philamife Tower		U5-024		74633		12.00	Parking Slots
320	Philamife Tower		U5-033		74633		12.00	Parking Slots
321	Philamife Tower		U5-034		74633		12.00	Parking Slots
322	Philamife Tower		U5-035		74633		12.00	Parking Slots
323	Philamife Tower	35-A		74597		469.50		Commercial
324	Philamife Tower		U5-060		74597		12.00	Parking Slots
325	Philamife Tower		U5-064		74597		12.00	Parking Slots
326	Philamife Tower		U5-088		74597		12.00	Parking Slots
327	Philamife Tower		U5-089		74597		12.00	Parking Slots
328	Philamife Tower		U5-090		74597		12.00	Parking Slots
329	Philamife Tower	35-B		74598		468.50		Commercial
330	Philamife Tower		U6-001		74598		12.00	Parking Slots
331	Philamife Tower		U6-002		74598		12.00	Parking Slots
332	Philamife Tower		U6-013		74598		12.00	Parking Slots
333	Philamife Tower		U6-014		74598		12.00	Parking Slots
334	Philamife Tower	36-A		74599		470.50		Commercial
335	Philamife Tower		U5-059		74599		12.00	Parking Slots
336	Philamife Tower		U5-063		74599		12.00	Parking Slots
337	Philamife Tower		U5-083		74599		12.00	Parking Slots
338	Philamife Tower		U5-094		74599		12.00	Parking Slots
339	Philamife Tower		U5-085		74599		12.00	Parking Slots
340	Philamife Tower	36-B		74600		470.50		Commercial
341	Philamife Tower		U5-058		74600		12.00	Parking Slots
342	Philamife Tower		U5-062		74600		12.00	Parking Slots
343	Philamife Tower		U5-086		74600		12.00	Parking Slots
344	Philamife Tower		U5-087		74600		12.00	Parking Slots
345	Philamife Tower		U3-001		74601		12.00	Parking Slots
346	Philamife Tower		U3-002		74602		12.00	Parking Slots
347	Philamife Tower		U3-003		74603		12.00	Parking Slots
348	Philamife Tower		U4-049		74604		12.00	Parking Slots
349	Philamife Tower		U4-050		74605		12.00	Parking Slots
350	Philamife Tower		U4-051		74606		12.00	Parking Slots
351	Philamife Tower		U4-052		74607		12.00	Parking Slots
352	Philamife Tower		U4-053		74608		12.00	Parking Slots
353	Philamife Tower		U4-054		74609		12.00	Parking Slots
354	Philamife Tower		U4-055		74610		12.00	Parking Slots
355	Philamife Tower		U4-056		74611		12.00	Parking Slots
356	Philamife Tower		U4-068		74612		12.00	Parking Slots
357	Philamife Tower		U4-069		74613		12.00	Parking Slots
358	Philamife Tower		U4-070		74614		12.00	Parking Slots
359	Philamife Tower		U4-071		74615		12.00	Parking Slots
360	Philamife Tower		U4-072		74616		12.00	Parking Slots
361	Philamife Tower		U4-073		74617		12.00	Parking Slots
362	Philamife Tower		U4-074		74618		12.00	Parking Slots
363	Philamife Tower		U4-078		74619		12.00	Parking Slots
364	Philamife Tower		U5-027		74620		12.00	Parking Slots
365	Philamife Tower		U5-030		74621		12.00	Parking Slots
366	Philamife Tower		U5-031		74622		12.00	Parking Slots

VII	367	Aseana Business Park	Aseana Ave., Parañaque City	2-A-1	T-166290	6,964.00	Commercial	Fair Market Valuation and Fair Rental Valuation
	368	Aseana Business Park		2-A-2	T-166291	5,804.00	Commercial	
	369	Aseana Business Park		2-A-5	T-166292	7,450.00	Commercial	
	370	Aseana Business Park		Improvements: 10-Storey Building utilized as Parking Space and Commercial Area (portion only)				
VIII	371	Manila Harbour Center	Manila Harbour Centre, Radial Road 10, Tondo, Manila	L24 B6	T-29535	257.89	Commercial	Fair Market Valuation and Fair Rental Valuation
	372	Manila Harbour Center		L25 B6	T-29536	257.89	Commercial	
	373	Manila Harbour Center		L30 B6	002-201001344	257.89	Commercial	
	374	Manila Harbour Center		L2 B7	T-29539	2,259.63	Commercial	
	375	Manila Harbour Center		L5 B7	T-29540	281.96	Commercial	
	376	Manila Harbour Center		L10 B9	T-29542	304.25	Commercial	
	377	Manila Harbour Center		L1 B10	T-29537	510.17	Commercial	
	378	Manila Harbour Center		L10 B10	T-29538	300.00	Commercial	
	379	Manila Harbour Center		L11 B10	T-29541	300.00	Commercial	
	380	Manila Harbour Center		L12 B10	T-29543	1,886.25	Commercial	
	381	Manila Harbour Center		L2 B16	T-29544	2,458.40	Commercial	
	382	Manila Harbour Center		L1 B18	T-246183	1,200.00	Commercial	
	383	Manila Harbour Center		L8 B18	T-29545	419.48	Commercial	
	384	Manila Harbour Center		L9 B18	T-29546	419.48	Commercial	
	385	Manila Harbour Center		L10 B18	T-29547	419.48	Commercial	
	386	Manila Harbour Center		L13 B18	T-246187	419.48	Commercial	
	387	Manila Harbour Center		L14 B18	T-246188	419.48	Commercial	
	388	Manila Harbour Center		L15 B18	T-246189	506.00	Commercial	
	389	Manila Harbour Center		L1 B19	T-246190	1,200.00	Commercial	
	390	Manila Harbour Center		L2 B19	T-246191	948.08	Commercial	
	391	Manila Harbour Center		L3 B19	T-246192	948.08	Commercial	
	392	Manila Harbour Center		L4 B19	T-246193	948.08	Commercial	
	393	Manila Harbour Center		L5 B19	T-246194	1,200.00	Commercial	
	394	Manila Harbour Center		L10 B19	T-29548	373.37	Commercial	
	395	Manila Harbour Center		L13 B19	T-29549	373.37	Commercial	
	396	Manila Harbour Center		L14 B19	T-29550	373.37	Commercial	
	397	Manila Harbour Center		L1 B20	T-238247	551.00	Commercial	
	398	Manila Harbour Center		L2 B20	T-238248	463.73	Commercial	
	399	Manila Harbour Center		L3 B20	T-238249	463.73	Commercial	
	400	Manila Harbour Center		L4 B20	T-238250	463.73	Commercial	
	401	Manila Harbour Center		L5 B20	T-238251	463.73	Commercial	
	402	Manila Harbour Center		L6 B20	T-238252	463.73	Commercial	
	403	Manila Harbour Center		L7 B20	T-238253	463.73	Commercial	
	404	Manila Harbour Center		L8 B20	T-238254	463.42	Commercial	
405	Manila Harbour Center	L9 B20	T-238255	463.73	Commercial			
406	Manila Harbour Center	L10 B20	T-238256	551.00	Commercial			
407	Manila Harbour Center	L11 B20	T-238257	1,200.00	Commercial			
408	Manila Harbour Center	L12 B20	T-238258	1,101.65	Commercial			
409	Manila Harbour Center	L13 B20	T-238259	1,101.00	Commercial			
410	Manila Harbour Center	L14 B20	T-238260	1,101.00	Commercial			
411	Manila Harbour Center	L15 B20	T-238261	1,200.00	Commercial			
412	Manila Harbour Center	L1 B21	T-246195	631.00	Commercial			
413	Manila Harbour Center	L2 B21	T-246196	539.23	Commercial			
414	Manila Harbour Center	L3 B21	T-246197	539.23	Commercial			
415	Manila Harbour Center	L13 B21	T-246198	1,105.55	Commercial			
416	Manila Harbour Center	L14 B21	T-246199	1,105.55	Commercial			
417	Manila Harbour Center	L15 B21	T-246200	1,200.00	Commercial			
IX	418	Green Meadows (WPI)	Greenmeadows Avenue and Templo Drive, within Greenmeadows Subdivision, Barangay Ugang Norte, Quezon City, Metro Manila	L1B9	N-281261	3,222.00	Residential	Fair Market Valuation and Fair Rental Valuation
	419	Green Meadows (WPI)		L2B9	N-281262	3,465.70	Residential	
X	420	Pasay FCA 7 (Site 2)	J. W. Diokno Boulevard, within the Financial Center, Pasay City, Metro Manila	L2	NO TCT UNDER THE NAME OF SSS	74,995.00	Commercial	Fair Market Valuation and Fair Rental Valuation (Include Rental Value on land if Utilize as Parking Space and for Retail Leases only)
XI	421	Bonifacio (Global)	9th Avenue, 29th Avenue, 10th Avenue and McKinley Parkway, within the Bonifacio Global City, Barangay Fort Bonifacio, Taguig City, Metro Manila	L1 B57	T-41276	886.93	Commercial	Fair Market Valuation and Fair Rental Valuation (Include Rental Value on land if Utilize as Parking Space and for Retail Leases only)
	422	Bonifacio (Global)		L2 B57	T-41223	1,805.00	Commercial	
	423	Bonifacio (Global)		L3 B57	T-41225	1,700.00	Commercial	
	424	Bonifacio (Global)		L4 B57	T-41226	2,145.00	Commercial	
XII	425	Land Toledo	Barangay Dumilog, Toledo City, Cebu	RIVER	-	9.836	Industrial	Fair Market Valuation and Fair Rental Valuation
	426	Land Toledo		L-4752	Tax Dec. No. 474	26,270	Industrial	
	427	Land Toledo		L-4755	Tax Dec. No. 476	37,316	Industrial	
	428	Land Toledo		L-6478 (10039-F)	Tax Dec. No. 4533	112,179	Industrial	
	429	Land Toledo		L-6478 (10039-F) (98, 332 (Residential) & 31668 (Timber))	Tax Dec. No. 4534	130,000	Industrial	
	430	Land Toledo		L-6478 (10091-F) - Timber	Tax Dec. No. 4536	85,593	Industrial	
XIII	431	Ma. Cristina Gardens	Barangay Filomena, Iligan City, Province of Lanao Del Norte	1,460 Memorial Lots	VARIABLES		Memorial Lots	Fair Market Valuation Only
	432	Cagayan de Oro Gardens	Barangay Lumbia, Cagayan De Oro City	663 Memorial Lots	VARIABLES		Memorial Lots	
	433	Mt Apo Gardens	Barangay Riverside, Calinan District, Davao City	663 Memorial Lots	VARIABLES		Memorial Lots	
	434	Ozamis Memorial Gardens	Barangay Dimaluna, Ozamis City, Misamis Occidental	3,795 Memorial Lots	VARIABLES		Memorial Lots	
	435	Zamboanga Memorial Gardens	Barangay Simunuc, Zamboanga City	3,055 Memorial Lots	VARIABLES		Memorial Lots	
	436	North Zamboanga Gardens	Barangay North Poblacion, Polanco, Zamboanga de Norte	4,723 Memorial Lots	VARIABLES		Memorial Lots	
<b>BID AMOUNT FOR 1ST YEAR (ABC - P 1,278,950.00)</b>								<b>PHP</b>
<b>BID AMOUNT FOR 2ND YEAR (ABC - P 1,406,845.00)</b>								<b>PHP</b>
<b>TOTAL BID AMOUNT FOR 2 YEARS (ABC - P 2,685,795.00)</b>								<b>PHP</b>

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Printed Name over Signature of Authorized Representative

Note:

1. Fill up all required items/field in the bid breakdown. 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 28.3:
  - If the item is given for free, indicate dash (-), zero (0) or free
  - If the item is not applicable, indicate N/A
2. Please use the hardcopy of the Bid Breakdown provided to the bidders.
3. All documents shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder per Section II. Instructions to Bidders, item 19.4.
4. Bid proposal must be inclusive of all applicable taxes per Section II. Instructions to Bidders, Item 28.6.
5. Warranty requirement is at no cost to SSS.

**Formula in the Computation of NFCC**

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\_\_\_\_\_  
NAME OF PROJECT  
\_\_\_\_\_

\_\_\_\_\_  
NAME OF COMPANY  
\_\_\_\_\_

NFCC = 15 (Current Assets – Current Liabilities) – Value of All Outstanding Works under On-going Contracts including Awarded Contracts yet to be started)

YEAR	CURRENT ASSETS	CURRENT LIABILITIES
TOTAL		

**Value of Outstanding Works under On-going Contracts:**

CONTRACT DESCRIPTION	TOTAL CONTRACT AMOUNT AT AWARD	PERCENTAGE OF PLANNED AND ACTUAL ACCOMPLISHMENT	ESTIMATED COMPLETION TIME
<b>TOTAL</b>			

Use additional sheet/s, if necessary

FORMULA:

$$15 \left( \frac{\text{Current Assets}}{\text{Current Assets}} - \frac{\text{Current Liabilities}}{\text{Current Liabilities}} \right) - \frac{\text{Total Outstanding Works}}{\text{Total Outstanding Works}} = \frac{\text{NFCC}}{\text{NFCC}}$$

P \_\_\_\_\_  
NFCC

Prepared and Submitted by:

\_\_\_\_\_  
Signature over Printed Name

(Name of Bank)

**COMMITTED LINE OF CREDIT CERTIFICATE**

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

**Social Security System (SSS)**

SSS Main Building, East Avenue  
Diliman, Quezon City

CONTRACT PROJECT	:	_____
COMPANY/FIRM	:	_____
ADDRESS	:	_____
BANK/FINANCING	:	_____
INSTITUTION	:	_____
ADDRESS	:	_____
AMOUNT	:	_____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance by the Social Security System.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

The committed line of credit cannot be terminated or cancelled without the prior written approval of Social Security System.

\_\_\_\_\_  
Name and Signature of Authorized Financing Institution Office

\_\_\_\_\_  
Office Designation

Concurred by:

\_\_\_\_\_  
Name & Signature of (Supplier/Distributor/Manufacturer/Contractor) Authorized Representative

\_\_\_\_\_  
Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ Philippines, Affiant exhibited to me his/her competent Evidence of Identity (as defines by the 2004 Rules on Notarial Practice \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

NOTARY PUBLIC

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

**(Note: The amount committed should be machine validated in the Certificate itself)**



**STATEMENT OF ON-GOING GOVERNMENT AND PRIVATE CONTRACTS**

NAME OF CONTRACT	DATE OF CONTRACT	CONTRACT DURATION	OWNER'S NAME, ADDRESS, CONTACT NUMBERS AND E-MAIL ADDRESS	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT



**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. & E-MAIL ADDRESS



## Omnibus Sworn Statement

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

### AFFIDAVIT

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

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

*If a sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

*If a partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. **Select one, delete the other:**

*If a sole proprietorship:* As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized *Special Power of Attorney*;

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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 following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*



Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.



**BID SECURING DECLARATION FORM**

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

x-----x

**BID SECURING DECLARATION**  
**Invitation to Bid: [Insert Reference number]**

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

I/We<sup>5</sup>, 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 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 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;
  - (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'S AUTHORIZED  
REPRESENTATIVE]  
[Insert Signatory's Legal Capacity]  
Affiant*

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<sup>5</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.



**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_



## Contract Agreement Form

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THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of *PROCURING ENTITY*] of the Philippines (hereinafter called “the Entity”) of the one part and [name of *Supplier*] of [city and country of *Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

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 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract;
- (f) the Performance Security; and
- (g) the Entity’s Notice of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).



