

# TERMS OF REFERENCE

## 1. BACKGROUND

The Philippines is one of the most earthquake-prone countries in the world, frequently subjected to destructive seismic events that caused immense damage to life and property. The recent 6.0 and 6.1-Magnitude earthquakes that hit Davao del Sur on February 2021 and Central Luzon on April 2019, respectively, including the previous notable 7.2-Magnitude Bohol earthquake in 2013 clearly show that the risk of earthquake disaster is a national concern that may happen anytime. Occurrences such as these are inevitable considering that the Philippine Archipelago is located along the "Pacific Ring of Fire".

The history of damage and destruction indicates the substantial vulnerability of the country's infrastructure to seismic hazard. The government through DPWH-NBCDO Memorandum Circular No. 05 s.2007 requires buildings that have existed for 15 years and above to be subjected to comprehensive evaluation to ensure that the building is safe for human habitation and to avert loss of lives in the event of fortuitous disaster.

The Social Security System hired a Consultant to conduct the structural assessment of SSS Cagayan de Oro (CDO), Cebu and Tarlac buildings to ascertain its structural integrity. The result of the structural assessment showed that some of structural members have to be retrofitted/strengthened in compliance with the latest design provisions/parameters of the National Structural Code of the Philippines (NSCP).

The SSS CDO, Cebu and Tarlac buildings are composed of reinforced concrete beams, columns and floor slabs. Structural members that were found with structural deficiencies shall be retrofitted using Carbon Fiber-Reinforced Polymer (CFRP) system or through enlargement of sections to increase structural capacities, improve the overall performance of the structure and extend useful life of the building.

In line with this, the Social Security Systems intends to engage the services of a consulting firm which has the technical expertise to manage the implementation of retrofitting works.

## 2. PROJECT DESCRIPTION

Name of Project	Construction Management Services for the Retrofitting of SSS Cagayan de Oro, SSS Cebu and SSS Tarlac Buildings
Building /Location	SSS Cagayan de Oro Building Carmen Patag Road, Carmen, Cagayan de Oro City No. of Floor Levels: 5-storey with roofdeck
	SSS Cebu Building Brgy. Kalubihan, Osmeña Boulevard, Cebu City No. of Floor Levels: 3-storey with roofdeck
	SSS Tarlac Building Macabulos Drive, San Vicente, Tarlac City No. of Floor Levels: 2-storey with roofdeck

## 3. PROJECT OBJECTIVES

The general objectives of the project are:

- 3.1 Ensure sound engineering judgment and technical expertise that would address critical issues and concerns in all stages of project implementation
  - a. Provide close supervision/monitoring on strict compliance with approved contract requirements, construction plans, specifications, project schedule and safety requirements.

#### 4. PROCUREMENT OF SERVICES

The SSS will engage a **Structural Engineering Firm** with at least five (5) years of experience in the field of construction management for infrastructure projects such as buildings, bridges and similar structure. Likewise, the Consultant must have completed at least one contract involving construction management services for the structural retrofitting of buildings, bridges and other similar structures using carbon fiber-reinforced polymer (CFRP) system or other comparable composite fibers with structural application.

The Consultant will provide a core team of experienced and competent technical personnel in the delivery of services required for the project. The Consultant will be held responsible in all his reports, recommendations, engineering specifications and other documents required for the project.

Hiring of Consultant shall be done through public bidding following the IRR of R.A.9184 using Quality-Cost Based Evaluation (QCBE) Procedure.

#### 5. SCOPE OF SERVICES

##### 5.1 Pre-construction Phase

- 5.1.1 The Consultant shall provide technical assistance in the review of plans and other requirements for the purpose of securing construction permit/s. The Consultant's Project / Site Engineer shall ensure that the retrofitting plans prepared by the General Contractor include complete and accurate details for the retrofitting works.
- 5.1.2 The Consultant shall submit for approval of the Implementing Unit the criteria, policies and procedure for efficient project monitoring and quality control (standard forms that will be used for the purpose will also be submitted).
- 5.1.3 The Consultant shall review and endorse for approval of the Implementing Unit the Construction Safety Plan, detailed construction methodologies, program of work and other related requirements submitted by the General Contractor.

##### 5.2 Construction Phase

- 5.2.1 The Consultant will be responsible in the evaluation of the General Contractor's claims for progress payment, change order, work suspension, time extension and resumption of work. Likewise, the Consultant will be responsible in the preparation of Minutes of Meeting and its dissemination to concerned parties.
- 5.2.2 The Consultant shall monitor and supervise strict implementation of safety and security requirements as specified in the Construction Safety Plan. Likewise, progress of construction activities must be monitored, documented and updated regularly.
- 5.2.3 The Consultant must ensure that all materials and installations passed the established standard tests and quality measures. Likewise, to ensure efficient operation and superior quality output, periodic performance evaluation of equipment and devices that will be used in the project will be duly attested and documented by the Consultant.
- 5.2.4 The Consultant is expected to quickly respond on critical issues, problems, and concerns relating to project implementation. Recommendation/s that will address these issues must be endorsed to the Implementing Unit for approval prior to implementation. If necessary, coordinate with the structural assessment Consultant pertaining to matters related to retrofitting design.
- 5.2.5 Efficient documentation shall be carried out by the Consultant in all stages of project implementation. Project-related quality and time aspects, deviations, inadequacies/noncompliance and corrective measures shall be recorded for the

purpose of evaluation and reportorial requirements. The same shall be used as reference during coordination meetings, especially on project-related critical issues and significant concerns.

5.2.6 During the later stage of construction phase when the project has reached substantial completion, the Consultant shall determine the work items which require rectification or corrections, including the architectural finishes and restoration. The Punchlist shall be referred to the Implementing Unit for approval, and for conformity and immediate implementation of the General Contractor.

### 5.3 Post-construction Phase

5.3.1 A post-construction inspection shall be conducted to ensure completeness of the scope of works and compliance to the Technical Specifications and engineering standards for the project. Any noted incomplete works and substandard outputs shall be consolidated in the Punchlist for further compliance or rectification of the General Contractor.

5.3.2 The Consultant shall provide assistance in the review and evaluation of as-built plans and other documents required for the issuance of occupancy permit. Likewise, the Consultant must ensure that any approved deviations, revisions, and modifications during project implementation must be effected on the as-built plans.

5.3.3 Project warranty, bonds, final billing request, accomplishment reports and other documents relative to the General Contractor's claim shall be reviewed by the Consultant prior to submission to the Implementing Unit.

5.3.4 The Consultant shall submit a Final Construction Report based on the consolidated documents and essential information such as project history, project statistics/details, critical issues, solutions to project-related concerns, etc.

5.3.5 The Consultant is required to submit a Certificate of Structural Adequacy/Stability on the basis of retrofitting methodologies, retrofitting schemes used and the overall project output.

## 6. DELIVERABLES/SUBMITTALS

The Consultant is required to submit reports and necessary documents relative to the construction activities, project accomplishments, reference/reportorial requirements, project-related issues/solutions, and evaluation tools, to include:

### 6.1 Pre-Construction Phase

6.1.1 List of designated Key Personnel, detailing their designation, job description and official contact numbers. Likewise, the Consultant will be required to prepare and disseminate Minutes of Meeting and other reportorial documents.

6.1.2 Quality Assurance Program to ensure quality of work, as well as adherence to engineering standards and technical specifications

6.1.3 The Consultant will be required to submit a Master Schedule which will be derived from the construction schedule prepared by the General Contractor. Said schedule shall be the basis in monitoring project accomplishments and other time-dependent criteria of the project.

6.1.4 Criteria, policies and procedures that will be adopted in project monitoring and quality control, including the standard forms that will be used by the Consultant in project monitoring and quality control (material, equipment, work output, etc.)

## 6.2 Construction Phase

- 6.2.1 Monthly Construction Report shall be prepared and submitted by the Consultant in two (2) sets including the electronic PDF file. Due date of monthly submission is on the first week of each preceding applicable month (i.e. monthly report for the month of January is due on the first week of February) and shall be comprised of the following:
- Monthly Project Accomplishment Report, which is independent with that of the General Contractor's accomplishment report
  - Daily activity reports (consolidated) with photos showing work for the day duly labelled as to work description and specific area/site
  - Monthly Quality Assurance Report for identified major and critical scope of works or activities, to include materials test results, list of critical issues and identified/implemented solutions, non-complying works, etc.
  - Copy of items 6.2.2 - 6.2.5, as may be applicable
- 6.2.2 Minutes of Meeting which will be submitted/disseminated to concerned parties not later than two (2) working days after the conduct of meeting
- 6.2.3 Updated Master Schedule which will be submitted to the Implementing Unit every 2 weeks, to include any deviations from the approved work schedule. Major changes in the approved work schedule should be coordinated to the Implementing Unit at least a week prior to the actual implementation to provide sufficient time in notifying offices that may be directly affected by the scheduled activity/ies.
- 6.2.4 Punchlist to address deficiencies, substandard finishes, incomplete works, etc.
- 6.2.5 Other reports as may be required to address specific issues relative to project implementation

## 6.3 Post-Construction Phase

- 6.3.1 Two (2)sets of Final Construction Report with electronic PDF file, giving a summary of the whole program of work carried out starting from pre-construction to post-construction phase of the project (to include project history, project statistics, critical issues and its corresponding solutions, documentation required in the Construction Phase, and other significant details of project)
- 6.3.2 Certificate of Structural Adequacy/Stability on the basis of retrofitting methodologies, retrofitting schemes used and the overall project output
- 6.3.3 Final Punchlist to include items not covered or rectified from previous Punchlist
- 6.3.4 Other reports as may be required to address specific issues relative to project turn-over

## 7. STAFFING

- 7.1 To efficiently carry out all phases of works in the Project, the Consultant shall assign specific personnel for the following positions:

Key Staff/Personnel	Minimum number of years of relevant work experience
1. Project Manager (Structural Engineer)	10
2. Project Engineer (CE) – Tarlac Building	5
3. Project Engineer (CE)– Cebu Building	5
4. Project Engineer (CE)– CDO Building	5

- 7.2 The Site/Project Engineer will be assigned to the project site on a full-time basis to undertake the following:

- a) Conducts daily inspection and monitoring of project-related activities on-site to ensure compliance with construction plans, quality standards, technical specifications and other requirements of the project
  - b) Coordinates the activities of the team at the project site and serves as contact person on all matters concerning project management
  - c) Prepares and consolidates project-related documents for reference, reportorial and compliance purposes
  - d) Provide prompt and sound engineering judgment on non-critical and simple project-related concerns, among others
- 7.3 The Consultant shall have complete computer facilities which will be utilized for the project. In addition, the Consultant is responsible for providing on-site personal computer or laptop computer with suitable software.
- 7.4 The Consultant shall provide administrative support staff as required including document controller, driver/courier and secretarial/typist/encoder as may be required.

**8. PROJECT DURATION**

- 8.1 The Project duration is **two hundred twenty-five (225) calendar days**, broken down as follows:

<b>Building</b>	<b>Pre-construction Phase</b>	<b>Construction Phase</b>	<b>Post-Construction Phase</b>	<b>Total</b>
CDO	30	180	15	225
Cebu	30	180	15	225
Tarlac	30	120	15	165

A detailed schedule of work and activity plan shall be prepared and submitted together with the Consultant’s Proposal.

Start of services for the Pre-construction and Construction Phases shall be parallel with the schedule of complementary retrofitting project.

The Consultant shall commence work upon receipt of Notice to Proceed and signed Contract/Job Order, whichever comes first.

**9. MODE OF PAYMENT**

- 9.1 The Consultant shall be paid upon completion of every stages of the project, and upon submission of complete deliverables as required for every phase of the project, as indicated in Items 5, 6 and 8.1
- a. The corresponding payable amount for the consulting services rendered in each stage/phase of the project shall be based on the Service Fee of Contract Price as indicated in the Contract between SSS and Consultant.

**10. RESPONSIBILITIES OF THE CONSULTANT**

- 10.1 The Consultant shall have solidary liability with the General Contractor for any and all damages caused as a result of acts or omissions of the latter that violate the Contract of Documents and which were approved by the Consultant without the knowledge and consent of the SSS.
- 10.2 The Consultant shall pay the amount equivalent to One Tenth of One Percent (1/10 of 1%) of the total Service Fee as Liquidated Damages for each calendar day of delay or refusal to perform its obligation under the Contract Agreement in addition to the actual loss or damages which the SSS may prove. Such amount shall be deducted from any money due or which may become due to the Consultant or collected from the Performance Security posted by the Consultant, whichever is more convenient to the SSS

- 10.3 If the Consultant shall violate any of the Terms and Conditions of the Contract Agreement or shall neglect to perform any of their work, duties, functions, responsibilities or obligations stipulated therein, or for any other causes shall not carry the tasks in acceptable manner and by reason thereof, the SSS suffers damage and losses, the Consultant shall be assessed a penalty in the amount equivalent to Ten Percent (10%) of the total Service Fee in addition to the actual loss or damages as determined/proven by SSS.
- 10.4 The Consultant shall hold the SSS free from all claims, liabilities, losses and suits arising from error in design, error in plans and other errors relative to its services.

## 11. INSTITUTIONAL ARRANGEMENT

- 11.1 If required, the SSS shall assign temporary workstation or working area for the Consultant's Project Engineer relative to the rendering of construction management services.
- 11.2 The SSS through its Branch Support Services Department (Implementing Unit) shall be responsible for the following:
- a. Validates and recommends approval of payments for billing request, work suspension, time extensions and other related issues
  - b. Validates and approves plans, detailed engineering drawings, safety and security requirements, reports, work schedules, etc.
  - c. In-charge and responsible for the overall supervision and implementation of the project
  - d. Provides available plans, work permits, access/gate pass, authorization and clearances to the building or work area in coordination with AGAS and/or Office of the Head of concerned BOS Division
- 11.3 All technical documents submitted by the Consultant shall be reviewed and approved by the Social Security System.

## 12. DOCUMENTARY REQUIREMENTS

- 12.1 PhilGEPS Registration
- 12.2 SEC Registration
- 12.3 Mayor's Permit
- 12.4 Tax Clearance
- 12.5 Omnibus Sworn Statement (Form Supplied)
- 12.6 Bid Securing Declaration (Form Supplied)
- 12.7 Technical Proposal Forms (TPF 1 to TPF 8)
- 12.8 Financial Proposal Form (FPF 1 to FPF 4)

## 13. CRITERIA FOR EVALUATION OF TECHNICAL AND FINANCIAL PROPOSAL

The evaluation procedure is Quality Cost Based Evaluation (QCBE).

CRITERIA		RATING
<b>1</b>	<b>Evaluation of Technical Proposal</b>	<b>80%</b>
	a. Experience and capability of consultant	30.00%
	b. Quality of Personnel to be assigned to the project	40.00%
	c. Plan of approach and methodology	30.00%
	<b>Total (St) – minimum score required to pass is 80</b>	<b>100.00</b>
<b>2.</b>	<b>Evaluation of Financial Proposal</b>	<b>20%</b>
	The lowest Financial Proposal (Fl) shall be given a Financial Score (Sf) of 100 points. The Sf of other Financial Proposals shall be computed based on the formula indicated below:  $Sf = 100 \times Fl/F$ <p>Where: Sf is the financial score of the Financial Proposal under consideration, Fl is the lowest Financial Proposal, and F is the Financial Proposal under consideration</p>	
	<b>TOTAL (St + Sf)</b>	<b>100%</b>

**TECHNICAL PROPOSAL FORMS (TPF) – as attached**

- TPF 1 - Technical Proposal Submission Form
- TPF 2 - Consultant's Reference: Relevant Services Carried out in the last 5 years that best illustrate qualifications (attach proof of project completion and/or notice of award, whichever is applicable)
- TPF 3 - Comments and Suggestions of Consultant on the Term of Reference and on data, services, facilities to be provided by the Social Security System
- TPF 4 - Description of the Methodology and Work Plan for Performing the Project
- TPF 5 - Team Composition and Task including organizational chart indicating relationship amongst the Consultant
- TPF 6 - Curriculum Vitae of the Team Composition and all technical personnel/professionals that are employed by the Consultant, either as a regular employee or on a per-project basis
- TPF 7 - Time Schedule for Professional Personnel
- TPF 8 - Activity (Work) Schedule

**FINANCIAL PROPOSAL FORMS (FPF) – as attached**

- FPF 1 - Financial Proposal Submission Form
- FPF 2 - Summary of Costs
- FPF 3 - Breakdown of Remuneration per Activity
- FPF 4 - Miscellaneous Expenses

## TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

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[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of Project] in accordance with your Bidding Documents dated [insert date] and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

In accordance with **ITB** Clause 21.1, we confirm that the information contained in the eligibility documents submitted earlier together with the Expression of Interest remain correct as of the date of bid submission.

If negotiations are held during the period of bid validity, *i.e.*, before [insert date], we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

In accordance with **GCC** Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

We understand you are not bound to accept any Bid received for the selection of a consultant for the Project.

We acknowledge that failure to sign this Technical Proposal Submission Form and the abovementioned Financial Proposal Submission Form shall be a ground for the rejection of our Bid.

We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:





## TPF 2. CONSULTANT'S REFERENCES

### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each project for which your firm/entity, either individually, as a corporate entity, or as one of the major companies within an association, was legally contracted.

Project Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		N <sup>o</sup> of Staff:
Address:		N <sup>o</sup> of Staff-Months; Duration of Project:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, if any:		N <sup>o</sup> of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: \_\_\_\_\_

**TPF 3. COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF  
REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE  
PROCURING ENTITY**

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On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Procuring Entity:

- 1.
- 2.
- 3.
- 4.
- 5.

**TPF 4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN  
FOR PERFORMING THE PROJECT**

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Methodology and Work Plan shall include the following:

- A. Project Background and Objectives
- B. Detailed Description of activities / scope of work to be undertaken per stage of the project
- C. Time schedule/delivery period for the activities to be undertaken
- D. Manpower/key personnel requirement per stage

## TPF 5. TEAM COMPOSITION AND TASK

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

<b>2. Support Staff</b>		
Name	Position	Task

3. Where applicable, indicate relationships among the Consultant and any partner and/or sub-consultant, and relationship to the Procuring Entity, the Funding Source and other parties or stakeholders, if any, involved in the project.

**Attached Curriculum Vitae for all technical/managerial and support staff, including the list of all technical personnel/professionals that are employed by the Consultant, either as a regular employee or on a per-project basis, together with their respective Curriculum Vitae.**

TPF 6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations.]*

**Education:**

*[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained.]*

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate.]*

**Languages:**

*[For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Commitment:**

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**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. \_\_\_\_\_.

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** \_\_\_\_\_.



**TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)						Number of Months
			1	2	3	4	5	6	
									Subtotal (1)
									Subtotal (2)
									Subtotal (3)
									Subtotal (4)

Full-time: \_\_\_\_\_  
 Reports Due: \_\_\_\_\_  
 Activities Duration: \_\_\_\_\_  
 Location \_\_\_\_\_

Part-time: \_\_\_\_\_

Signature: \_\_\_\_\_  
 (Authorized representative)

Full Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

*RMA*

## TPF 8. ACTIVITY (WORK) SCHEDULE

### A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are weeks from the start of project.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													
_____													
_____													
_____													
_____													
_____													
_____													
_____													
_____													
_____													

### B. Completion and Submission of Deliverables

Deliverables	Date



## FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

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[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of Project] in accordance with your Bidding Documents dated [insert date] and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the bid validity period, *i.e.*, [Date].

In accordance with **GCC Clause Error! Reference source not found.**, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

We confirm that we have read, understood and accept the contents of the Instructions to Bidders (ITB), the Bid Data Sheet (BDS), General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Terms of Reference (TOR), the provisions relating to the eligibility of Consultant and the applicable guidelines for the procurement rules of the Funding Source, any and all Bid bulletins issued and other attachments and inclusions included in the Bidding Documents sent to us.

We understand you are not bound to accept any Bid you receive.

We remain,

Yours sincerely,  
Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

FPF 2. SUMMARY OF COSTS

Price Component	Cost (Php) / Phase		
	Pre-Construction (15% of the Total Project Cost)	Construction (75% of the Total Project Cost)	Post- Construction (10% of the Total Project Cost)
	=	=	=
	=	=	=
	=	=	=
<b>TOTAL AMOUNT OF FINANCIAL PROPOSAL (<math>\Sigma</math> of Total Amount Per Sub-Project) = _____</b>			

**Note :** *The Total Amount of Financial Proposal should not exceed the corresponding ceiling amount, as indicated in BDS 11.70 and SCC 52.1, otherwise the Consultant's bid shall be automatically rejected.*



### FPF 3. BREAKDOWN OF REMUNERATION PER ACTIVITY

PROJECT SITE : SSS Cagayan de Oro Building

Personnel <sup>1</sup>	Name	Input <sup>2</sup>	Rate <sup>3</sup>	Amount / Phase		
1.						
2.						
3.						
<b>SUBTOTAL (Remunerations/Phase)</b>				=	=	=

<sup>1</sup> Refers to technical/key personnel as indicated in the Terms of Reference and BDS 10.1(c)

<sup>2</sup> Staff months, days or hours as appropriate

<sup>3</sup> Remuneration/rate corresponding to Input

### FPF 3. BREAKDOWN OF REMUNERATION PER ACTIVITY

PROJECT SITE : SSS Cebu Building

Personnel <sup>1</sup>	Name	Input <sup>2</sup>	Rate <sup>3</sup>	Amount / Phase		
1.						
2.						
3.						
<b>SUBTOTAL (Remunerations/Phase)</b>				=	=	=

<sup>1</sup> Refers to technical/key personnel as indicated in the Terms of Reference and BDS 10.1(c)

<sup>2</sup> Staff months, days or hours as appropriate

<sup>3</sup> Remuneration/rate corresponding to Input

*RMA*

### FPF 3. BREAKDOWN OF REMUNERATION PER ACTIVITY

PROJECT SITE : SSS Tarlac Building

Personnel <sup>1</sup>	Name	Input <sup>2</sup>	Rate <sup>3</sup>	Amount / Phase		
1.						
2.						
3.						
<b>SUBTOTAL (Remunerations/Phase)</b>				=	=	=

<sup>1</sup> Refers to technical/key personnel as indicated in the Terms of Reference and BDS 10.1(c)

<sup>2</sup> Staff months, days or hours as appropriate

<sup>3</sup> Remuneration/rate corresponding to Input

## FPF 4. MISCELLANEOUS EXPENSES

SUB-PROJECT: \_\_\_\_\_

Price Component	Cost (PhP) / Phase		
1. Expenses for site visit, site inspections / investigation, applicable engineering surveys, material testing, and research, etc.			
2. Transportation and Communication costs (telephone, cellphone, data transportation allowances/expenses)			
3. Preparation and reproduction cost of plans, drawings, blueprints and other documents			
4. Administrative/Office expenses (office equipment and supplies, power and water consumption, office rent, etc.)			
5. Other out-of-the-pocket expenses (enumerate, if necessary)			
<b>Subtotal</b> <b>(Miscellaneous Expenses/Phase)</b>	=	=	=

## Omnibus Sworn Statement (Revised)

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

### AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

***[Jurat]***

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

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



## Bid Securing Declaration Form

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

### BID SECURING DECLARATION

**Project Identification No.:** *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]  
[Insert signatory's legal capacity] Affiant*

**[Jurat]**

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

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