

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

FABRICATION AND INSTALLATION OF CABINETS

ITB NO. 2023-11-19

Department of Social Welfare and
Development Field Office X
Government of the Republic of the Philippines

Sixth Edition

November 20, 2023

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DSWD-FOIA

Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

DSWD-FOX

Section I. Invitation to Bid

DSWD-FOX

INVITATION TO BID FOR THE Fabrication and Installation of Cabinets

1. The *Department of Social Welfare and Development Field Office X* through the **Current Appropriations GAA 2023** intends to apply the sum of **One Million Six Hundred Thousand Pesos (Php 1,600,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the Fabrication and Installation of Cabinets under ITB NO.2023-11-19. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Social Welfare and Development Field Office X now invites bids for the above Procurement Project. Completion of the Works is required should be based on what is stipulated in the Schedule of Requirements. Prospective Bidders must have completed a similar contract within the preceding two (2) years, a single contract equivalent to at least fifty (50%) percent of the Approved Budget Cost per Lot to be bid. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
4. Interested bidders may obtain further information from DSWD FO 10 and inspect the Bidding Documents at the address given below during weekdays (except holidays) from **8:00 AM - 5:00 PM starting November 21, 2023**.
5. A complete set of Bidding Documents may be acquired by interested bidders on the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos Only (Php 5,000.00). The procuring entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail during the conduct of bid opening.
6. The *DSWD FO X* will hold a Virtual Pre-Bid Conference through videoconferencing via google meet (<https://meet.google.com/spv-zwsw-mws>) on **November 28, 2023 @ 3:00 PM onwards**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the address below on or before **December 11, 2023 @ 12:00 PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 15.

9. Virtual Bid opening through videoconferencing via Google meet shall be on **December 11, 2023 @ 1:00 PM onwards.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. The links will be provided upon submission of bid documents.
10. Each Bidder shall **submit three (3) sets of documents, namely: One (1) ORIGINAL COPY (BLUE ENVELOPE), and Two (2) Certified True Copies** which should be labeled as: **“COPY 1” (RED ENVELOPE), and “COPY 2” (YELLOW ENVELOPE)** of the Technical and Financial Components in a separately sealed envelope duly marked and signed.
11. To resolve cases where there is an occurrence of a tie among bidders, i.e., two or more of the bidders have been post-qualified as the Lowest Calculated Responsive Bid (LCRB), the DSWD FO X shall resort to a non-discretionary and non-discriminatory measure such that the same is based on sheer luck or chance as per GPPB Circular No. 06-2005 "Tie-Breaking Method".
12. After the opening and evaluation of bids, the BAC, its staff and personnel, the Secretariat and Technical Working Group (TWG), as well as observers, are prohibited from communicating in any way with any bidder regarding the evaluation of their bids until the issuance of a Notice of Award (NOA). However, the BAC, through its Secretariat, may ask in writing the bidder for clarification of its request. Requests for clarification shall be addressed in writing at all times.
13. The *DSWD FO X* 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.
14. For further information, please refer to:

ATTY. JUSTINE PHILLIP O. TADEO

Head, BAC Secretariat

DSWD Field Office No.10

Masterson Avenue, Upper Carmen, Cagayan de Oro City

Tel No. (088) 858-6333 local 102

Mobile No. +639754860960

bac.fo10@dswd.gov.ph

13. You may visit the following websites for downloading of Invitation to Bid: **www.philgeps.gov.ph** or **<https://fo10.dswd.gov.ph/>**

November 20, 2023

RONALD RYAN R. CUI

Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

DSWD-FOX

1. Scope of Bid

The Procuring Entity, Department of Social Welfare and Development Field Office X invites Bids for the Fabrication and Installation of Cabinets, with Project Identification Number 2023-11-19.

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **Current Appropriations GAA 2023** in the amount of **One Million Six Hundred Thousand Pesos (Php 1,600,000.00)**

2.2. The source of funding is the General Appropriations Act.

3. Funding Information

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

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

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

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

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

5. Eligible Bidders

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

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the BDS.
- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

7.1 The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project through videoconferencing via google meet (<https://meet.google.com/spv-zwsw-mws>) on November 28, 2023 @ 3:00 PM onwards.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

10.1 The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents.

10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the BDS.

10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the BDS.

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

11. Documents Comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section IX. Checklist of Technical and Financial Documents.

11.2. Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.

11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except

under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

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

14.2. Payment of the contract price shall be made in Philippine Pesos.

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.

15.2. The Bid and bid security shall be valid until April 9, 2024. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the BDS shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by ITB Clause 16 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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Bid Data Sheet

ITB Clause													
5.2	The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.												
7.1	No portion of the contract shall be subcontracted.												
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <ul style="list-style-type: none"> • One (1) Licensed Project/Civil Engineer with 5 years minimum experience • One (1) Licensed Architect with 3 years minimum experience • One (1) General Foreman with 5 years minimum experience of civil and finishing works in the construction industry 												
10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Equipment</u></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Generator Set</td> <td>at least 5 KW</td> <td>1 unit</td> </tr> <tr> <td>Circular Saw</td> <td></td> <td>1 unit</td> </tr> <tr> <td>Hand Drill</td> <td></td> <td>1 unit</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Generator Set	at least 5 KW	1 unit	Circular Saw		1 unit	Hand Drill		1 unit
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>											
Generator Set	at least 5 KW	1 unit											
Circular Saw		1 unit											
Hand Drill		1 unit											
12	No further instructions.												
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than Thirty Two Thousand Pesos(Php 32,000.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than Eighty Thousand Pesos (Php 80,000.00)if bid security is in Surety Bond. 												
19.2	Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.												
20	<p>Failure to submit the Latest Income and Business Tax Returns shall result to disqualification and forfeiture of bid security.</p> <p>Certificate of Site Inspection by the DSWD FO X Building and Grounds Management</p>												
21	<p>List of additional contract documents relevant to the Project as required by existing laws and/or the Procuring Entity:</p> <ol style="list-style-type: none"> i. Construction schedule and S-curve ii. Manpower Schedule 												

	<ul style="list-style-type: none">iii. Construction Methodsiv. Equipment Utilization Schedulev. Construction Safety and Health Program approved by the Department of Labor and Employmentvi. PERT/CPM, andvii. Contractor's All Risk Insurance.
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DSWD-FOX

Section IV. General Conditions of Contract

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1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

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

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

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.
- 11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the SCC, subject to the requirements in Annex “E” of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity’s Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the SCC.

- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the SCC from payments due to the Contractor.

DSWD-FOX

Section V. Special Conditions of Contract

DSWD-FOX

Special Conditions of Contract

GCC Clause	
2	The Intended Completion Day is Forty Five (45) Calendar Days <i>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</i>
4.1	The procuring entity shall give possession of all parts of the Site to the Contractor upon issuance of Notice to Proceed.
6	The site investigation reports are: 1. Certificate of Site Inspection by the DSWD FO X TWG
7.2	One (1) year.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Owner/Project Manager after the Design Phase, together with the design construction plans as required in Clause XI – Submittals under Section VII – Performance Specifications & Parameters of these contract Documents, but not later than 90 calendar days after receipt of the Notice to Proceed.
11.2	The period between Program of Work updates is Thirty (30) days or less if the Procuring Entity requires an update. The amount to be withheld for late submission of an updated Program of Work is 1/50 of 1% of contract value.
13	The amount of the advance payment is 15% of the contract cost. Value can be availed of upon the submission and receipt of a request for the release of the advance payment after the issuance of the Notice to Proceed (NTP) and posting of an irrevocable letter of credit in favor of the Procuring Entity.
14	Progress payments shall be based on the “updated” Detailed Bill of Quantities based from the detailed cost estimates prepared and submitted by the Contractor during the Design Phase which is part of his submittals. Updating shall be limited only to minor items or sub-items not initially considered by the Contractor, but in no way shall the “updating” changes the bid amount for each particular pay item. The Bill of Quantities as submitted by the Contractor during bidding process shall serve only for that purpose and shall not in any way become the basis for payment. Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	Before the <i>issuance of Certificate of Completion</i> , the Contractor shall submit “As-Built” drawings, operating and maintenance manuals as

	<p>required in Item 7d under the Terms and conditions in these Bidding Documents, subject for Owner's approval.</p> <p>Electronic versions of the As Built documents shall be in PDF and original design software formats.</p>
15.2	<p>No amount will be withheld for failing to submit "as built drawings and/or operating and maintenance manuals and warranty certificate of all equipment within the date required.</p> <p>However, such documents will form part of the requirements in processing the final payment.</p>

DSWD-FOIA

Section VI. Specifications

DSWD-FOX

FABRICATION AND INSTALLATION OF CABINETS

DIVISION 1.0 GENERAL CONDITIONS

PART 1.0 GENERAL

1.1 SCOPE OF WORK: The work covered under this Contract consists of the furnishing all materials, labor, equipment, transportation, incidentals, facilities, and superintendence necessary to complete the project In accordance with true intent these Specifications and Contract Drawings.

2. PLANS AND SPECIFICATIONS: The Contractor shall be responsible for carefully examining, comparing and verifying the data furnished by the Plans and Specifications. In case of obscurity or discrepancy in the Plans and Specifications, the Contractor shall submit the matter to the Architect or his authorized representative for the proper explanation or necessary correction, before any adjustment shall be made. Any adjustment by the Contractor without such determination shall be at his risk and expense.

Omitted or wrongly described details of work, which are manifestly necessary to carry out the true intent of the drawings and specifications, shall be performed as if fully and correctly set forth and described in the drawings and specifications.

The Owner may, from time to time, make changes in the specifications and construction drawings. However, if the cost to the Contractor shall be materially increased by such change, the Owner shall pay the Contractor for the reasonable cost in accordance with the changes.

1.3 LAWS TO BE OBSERVED: The contractor shall comply with all the laws, City or Municipal Ordinances and all government Specifications and regulations in so far as they are binding upon or affecting the portion of the work hereto. The Contractor or those engaged thereon shall obtain all necessary licenses and permits and pay all taxes or fees, which may due to the local and/or National Government in connection with the prosecution of the work. He shall also be responsible for all damages to persons or property that may occur.

PART 2.0 MATERIALS

2.1 MATERIALS: Unless otherwise specified, all materials shall be new and free from defects and imperfections. The quality of materials shall be of the best grade of their respective kinds for the purpose. The work shall be performed in the best and most acceptable manner in strict accordance with the requirements of the Plans and Specifications. Preference will be given to articles or materials that are locally manufactured, conditions of quality and price being equal.

2.2 SAMPLES AND INFORMATION ON MATERIALS: When required by the Specifications, or when called for by the Architect, the Contractor shall furnish, for approval, full Information and satisfactory evidence as to the kind and quality of materials or articles he

will incorporate in the work. The Contractor shall furnish, for Architect's and Owner's approval, all samples when so directed. The work shall be in accordance with approved samples. Materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

Any failure on the part of the Contractor to conform or use materials that are not specified herein shall be under subsequent rejection. Any alteration or revision of material usage without approval from the Architect shall make the Contractor responsible and liable in terms of guarantee, workmanship and defects.

PART 3.0 WORKMANSHIP

3.1 WORKMANSHIP: Workmanship shall be in accordance with the best standard practices and all operations required under any and all parts of the Specifications shall be undertaken in a neat, workmanlike manner. Only skilled personnel with sufficient experience in similar operations shall be allowed to undertake the same.

Any alteration or revision on the execution of Drawings without approval from the Architect shall be under subsequent rejection and shall make the Contractor responsible and liable for any workmanship and execution defects.

Defective workmanship shall be remedied by the Contractor, at his expense. He shall not be entitled to any payment hereunder until defective workmanship has been remedied.

3.2 TEMPORARY FACILITIES: The Contractor shall provide and maintain adequate weather-tight temporary facilities with water, light, and toilet facilities. He shall keep such places clean and free from flies. He shall remove all connections and appliances connected there with prior to the completion of the Contract and leave the premises perfectly clean.

The Contractor shall furnish all temporary lights and power and shall pay all expenses in connection therewith. Furthermore, the Contractor shall provide and pay for all water expenses for building purposes that are required by all trades.

3.3 PROTECTION OF WORK AND OWNER'S PROPERTY: The Contractor shall put up safety measures and continuously maintain adequate protection of all his work from damage and shall protect the Owners property, as well as all materials furnished and delivered to him by the Owner. He shall make good any such damage, injury or loss, except such as may be caused by agents or employees of the Owner, or due to causes considered as an Act of God.

PART 4.0 SUPERVISION AND INSPECTION

4.1 AUTHORIZED REPRESENTATIVE: Whenever the Contractor is not at the site, orders maybe given by the Owner to his authorized representative and shall be accepted and complied to by the superintendent or foreman of the Contractor.

2. **INSPECTION OF WORK:** The Architect or Owner shall, at all times, have access to the work whenever it is in preparation or progress and the Contractor shall provide facilities for such access for inspection. The manner of work and all materials and equipment used therein shall be subject to inspection, tests, and approval of the Owner.

4.3 **CONSTANT SUPERVISION.** The Contractor shall ensure that the project will have constant supervision by a competent superintendent, who shall be present where construction is being carried on at all times during the working hours.

4.4 **DISPUTES:** The Architect shall, within a reasonable time, make decision on all claims of the Owner or Contractor and on all matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

Except as otherwise specifically provided in this Contract, all disputes concerning questions of fact arising under this contract shall be decided by the Architect, whose decisions shall be final and conclusive upon the parties as to questions of fact.

4.4 **CLEAN UP:** The Contractor, prior to the turnover of the work to the Owner, shall remove any excess materials, waste, debris, rubbish, and all construction and installation equipment and tools from the premises.

END OF SECTION

DIVISION 6.0 WOOD AND PLASTICS

SECTION 6.01 CARPENTRY

PART 1.0 GENERAL

1.1 **WORK INCLUDED.** This section covers the furnishing of all materials, labor, equipment, and everything listed or mentioned on the drawings and necessary in performing all operations for the completion of all finish carpentry works in accordance with all applicable drawings and subject to the terms and conditions of the contract.

1.2 **QUALITY ASSURANCE**

A. QUALIFICATION OF WORKMEN

If required by the Architect, the Manufacturer of specified work shall show evidence of his experience, including a list of projects for which he manufactured work similar in scope and quality to the specified work.

In the acceptance or rejection of finish carpentry, no allowance will be made for lack of skill on the part of the workmen.

For actual cutting and fitting of trim and finish materials, use only competent finish carpenters, who have been thoroughly trained and experienced in the skills required, who are completely familiar with the materials Involved and the manufacturers' recommended methods of installation, and who are thoroughly familiar with the requirements of this work.

B. REJECTION

In the acceptance or rejection of finish carpentry, no allowance will be made for lack of skill on the part of the workmen.

1.3 PRODUCT HANDLING

A. PROTECTION

All means necessary must be utilized to protect the material of this section before, during, and after installation and to protect the installed work and materials of all other trades. All finish materials must be stored at 12-inch minimum above the floor.

B. REPLACEMENT

In the event of damage, all necessary repairs and replacements must be immediately made, subject to the approval of the Architect and at no additional cost to the Owner.

1.4 CONDITIONS OF WORK-IN-PLACE

A. INSPECTION

1. Prior to all work covered in this Section, the installed work of all other trades must be carefully inspected to verify that all such work is completed to the point where this installation may properly commence.
2. Verify that finish carpentry may be completed in strict accordance with the original design and all pertinent Codes and Regulations.

B. DISCREPANCIES

1. In the event of discrepancies, immediately notify the Architect.
2. Do not proceed with the installation in areas of discrepancy until all such discrepancies have been fully resolved.

1.5 SUBMITTALS

A. **SHOP DRAWINGS:** Show materials, layouts, details of construction, dimensions and, where necessary, installation details.

B. **SAMPLES:** Panels, plastic laminates, moldings, trims.

C. **CERTIFICATES:** Manufacturer's Certificate of Compliance

PART 2.0 PRODUCTS

2.1 MATERIALS

A.FINISH WOOD AND WOOD FRAMES

- 1 All finish wood shall be of quality suitable for painting finish specified and shall be fire retardant treated. Exterior finish wood shall also be water-repellent treated.
- 2 Lumber shall be of the best grade available of the respective kinds required for the various parts of the work, well-seasoned, thoroughly dry, and free from loose or unsound knots, cup shakes or other imperfections impairing its strength, durability or appearance. All exposed surfaces shall be smooth unless otherwise specified.
- 3 Plywood shall be A-B grade 6 mm, 12 mm, 19 mm thick, and fire resistant treated with Fire Hazard Classification Rating of not more than 25 for flame spread, fuel-contributed and smoke-generated. Use marine plywood for exposed, use ordinary plywood for painted paneling and ceiling requirements and ribbon grain, Tanguile for varnished paneling and doors.

B.TREATMENT

All wood used for finishing shall be kiln-dried with fire retardant, unless otherwise specified. All exposed wood shall be kiln-dried to be applied with approved type of wood preservative.

D. MISCELLANEOUS

1. **ROUGH HARDWARE:** Rough hardware shall be provide for all Items such as spikes, nails, bolts, toggle bolts, anchor bolts, wood screws, straps, clips necessary for the installation of specified work. Rough hardware items shall be of suitable type and of sufficient size and length to draw the work firmly together. Anchor bolts for wood nailers shall be steel 1/2-inch diameter. All rough hardware shall be hot-dip galvanized.
3. **CABINET HARDWARE:** All necessary cabinet hardware shall be provided. (See notes on Hardware Schedule and refer to architectural plans.)

PART 3.0 EXECUTION

1. CONDITIONS OF WORK-IN-PLACE

A. Work-in-place, on which specified work is in any way dependent, must first be carefully examined. Any defect, which may influence satisfactory completion and performance of specified work, must be report, in writing, to the Architect

B. The absence of such notification shall be construed as acceptance of work-in-place.

C. Architectural woodwork, and other finished woodwork, shall be installed only when normal temperature and humidity conditions approximate the interior conditions that will exist when the building is occupied. The building should not be cold and damp, or hot and dry.

2.FABRICATION

A. Construction millwork to meet or exceed "Quality Standards ", for custom grade for exposed surfaces.

B. Finished work shall be square, plumb and true, and free from defects and blemishes.

C. When it is necessary to cut and fit work at job site, units and materials shall be made with ample allowance for cutting.

D. All joints shall be formed and made, both in shop and at job site, in such manner as to securely join members together and prevent warping, splitting and opening up of joined parts due to swelling and shrinkage

E. Whenever possible, fastening shall be concealed on surfaces exposed to view. Where not possible, secure with finishing nails or screws and glue; set all nail heads, and countersink all screw heads and cover with neatly fitted wood plugs to match grain. Fasten exterior work with non-corrosive fasteners.

3. INSTALLATION

A. Install trim in as long lengths as possible, with tight joints, coped where possible.

A. Secure work with finishing nails or screw and waterproofing glue, On surfaces exposed to view, set all nail heads, and countersink all screw heads and cover with neatly fitted wood plugs to match grain.

B. Apply exterior materials with non-corrosive devices as detailed and as required to complete the project.

4.FINISHING HARDWARE

- A. Install all hardware listed in FINISH HARDWARE SECTION or required in completing the project.
- B. Adjust moving parts to operate properly.

END OF SECTION

SECTION 8.07 FINISH HARDWARE

PART 1.0 GENERAL

1.1 The general conditions, supplementary general conditions, alternates, if any, drawings and all other contract documents are a part of this section of the specifications and all provisions contained in them are so binding as though incorporated herein. Submission of proposal implies that the bidder is fully familiar with all requirements of said documents.

1.2 SCOPE

The work in this section shall include the furnishing of all items of finish hardware as hereinafter specified, or obviously necessary, for completion of this project excepting the items specifically excluded from this section.

1.3 SCHEDULE

Upon award of the contract, the successful Contractor shall submit six (6) typewritten hardware schedules to the Architect for approval. Each schedule shall contain a door index, listing each door or opening on the project and the hardware for said opening. In addition, each schedule shall have a complete keying lay-out, and explanation of the abbreviations and symbols used in the schedule. Each item of hardware listed is to be clearly identified by manufacturer, manufacturers' number and finish. Schedules not complying with the above will be rejected. The hardware supplier shall be responsible for checking and interpreting the detailed drawings to insure the proper fit and operation of all items of finish hardware.

1.4 APPROVAL

The Architect retains the authority to approve or reject any schedule based upon the general quality of the product submitted and its compliance with the specifications. The Contractor shall be prepared to furnish samples, at the Architect's request, of any item he proposes as substitute. Samples will be held until completion of the project and then will be returned to the Contractor.

1.5 TEMPLATES

The Contractor shall forward template information to all related trades requiring said information for preparation of their products to fit the finish hardware. Template submission shall be made In accordance with the latest recommended standards.

1.8 QUALITY

All specified materials furnished under this section shall be free from defects and blemishes. The hardware supplier shall repair or replace any item of finish hardware, which may prove to be defective before final acceptance of work.

PART 2.0 PRODUCTS

2.1 LOCKSETS: All doors shall have orbit design in satin chrome finish. Comfort rooms shall have privacy lock. For doors that will require deadbolts in satin chrome finish. Use flush bolts in satin chrome finish for inactive leaf doors.

2.2 HINGES: All hinges shall be contractor supplied and installed. Use 3-1/2" x 3-1/2' minimum size, non-ferrous hinge with stainless steel non-removable pin for door opening outside, loose pin for average doors and ball bearing for high frequency doors and doors equipped with door closers. Provide 4 pcs for door width of 0.90 meters or more, 3 pcs. for door width of 0.90 meters or less.

2.3 FLOOR HINGES: Pivot hinges shall be provided for all doors that swing both ways, unless otherwise specified. Pivot hinges shall be in satin brass finish or approved equal.

2.4 FLUSH BOLTS: Stainless steel flush type, for the inactive leaf of double doors, Ives 258 or Ryobi.

2.5 DOOR CLOSERS: Surface mounted for all Rest Room doors, for all toilet and shower doors, and for one leaf of double doors, unless otherwise indicated.

2.6 CABINET HARDWARE: Cabinet pulls shall be provided for all cabinets, hardware as approved by Architect. All cabinet doors shall be provided with self-adjusting action latch. Drawers shall have painted galvanized steel drawer guides or approved equal.

2.7 OTHER HARDWARE: Refer to Architect for all other hardware items not indicated herein, such as door silences, stoppers, pulls, and the like.

2.8 ALUMINUM DOOR & WINDOW HARDWARE: Shall be integrated in the manufacture of all aluminum sections, manufacturer-supplied. Submit sample for approval.

2.9 METAL AND FIBERGLASS DOOR HARDWARE: Shall be integrated in the manufacture of all metal and fiberglass sections, manufacturer-supplied. Submit samples for approval.

2.10 FOLDING AND SLIDING DOOR HARDWARE: Use steel wheels and galvanized steel channels. This shall be contractor supplied and installed.

2.11 OTHER HARDWARE: not indicated herein shall be approved by the architect and shall be contractor installed and supplied.

PART 3.0 APPLICATION

3.1 All hardware shall be installed in a neat, workmanlike manner following the manufacturers' instructions. Fasteners supplied with the hardware shall be used to secure hardware to wood surfaces. Appropriate and applicable fasteners used for hardware shall be protected from paint, stains, blemishes and damage. All hardware shall be properly adjusted and checked in the presence of the Architect or his representative to show that all hinges, locks, latches, bolts and door closers operate properly. After the hardware is checked, the keys shall be tagged, identified and delivered to the Owner.

3.2 KEYS AND KEYING

All locks shall have two (2) keys with the lock number stamped upon them and with the corresponding number stamped upon the face of the lock.

After all the locks have been installed and upon completion of the work, the keys shall, in the presence of the Architect, be shown to operate their respective locks and shall be tagged correspondingly.

END OF SECTION

No materials to be installed without being inspected and approved by any of the engineers/architect and inspectorate team. All work to be undertaken must conform proper standards and specifications.

NOTE:

Site Visit/Inspection is a pre-requisite and must be submitted together with the bidding documents. Non-site inspection will be a ground for disqualification.

Note: Bidders must state either **“Comply”** or **“Not Comply”** or any equivalent term in the column **“Statement of Compliance”** against each of the individual parameters of each **“Specification”**.

I hereby commit to comply with all the above requirements.

Name of Company/Bidder

Bidder's Signature over Printed Name

Date: _____

CONTRACTOR'S TERMS OF REFERENCE

A. Contractor's Qualification(s)

Size Range	License Category	Classification
Small B	C & D	GB – 1/ General Building

B. Contractor's Working Hours

1. All normal works for regular days of this contract shall be performed during office hours (8:00am to 5:00Pm), except Weekends, Holiday and Special Holiday shall performed 24/7 schedule with proper coordination/approval to AD-GSS/RPMT Implementing Team.

2. The Contractor/Service Provider shall be required to furnish safe, proper and sufficient lighting arrangement during overnight works.

C. Contractor's Responsibilities and Conditions

1. Contractor shall control the generation of dust and flying particles from the operation and shall provide a temporary closure to prevent creation of nuisance to the adjacent offices/rooms;

2. Contractor/ Service Provider shall submit own construction schedule, manpower deployment schedule, equipment's/ tools schedule, list of manpower to be deploy and Project Site organizational structure within five (5) days upon received of Notice of Award;

3. Contractor/Service provider shall assign project engineer/project architect from the start until completion stage;

4. Contractor/Service provider shall coordinate to the RPMT Implementing Team all the execution works;

5. Contractor/Service provider shall provide warning signages, project signboard, contractors project log book;

6. Contractor/Service provider's workers shall sign on the logbook before entering the premises as reference of the DSWD-FO X security guards.

7. Contractor/Service provider shall provide/submit Statement of Works Accomplishment, Progress Photos and Narrative report as requirement of the billing request;

8. Contractor/Service provider shall submit weekly progress reports with attached progress photos to RPMT Implementing team;

9. Contractor/Service provider shall provide delivery receipt or list of all materials brought inside the compound including the list of equipment and tools;

10. Contractor/Service provider shall provide complete uniform with ID and basic PPE for all the construction worker and personnel;

Other General Requirements

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

Note: Bidders must state either **“Comply”** or **“Not Comply”** or any equivalent term in the column **“Statement of Compliance”** against each of the individual parameters of each **“Specification”**.

I hereby commit to comply with all the above requirements.

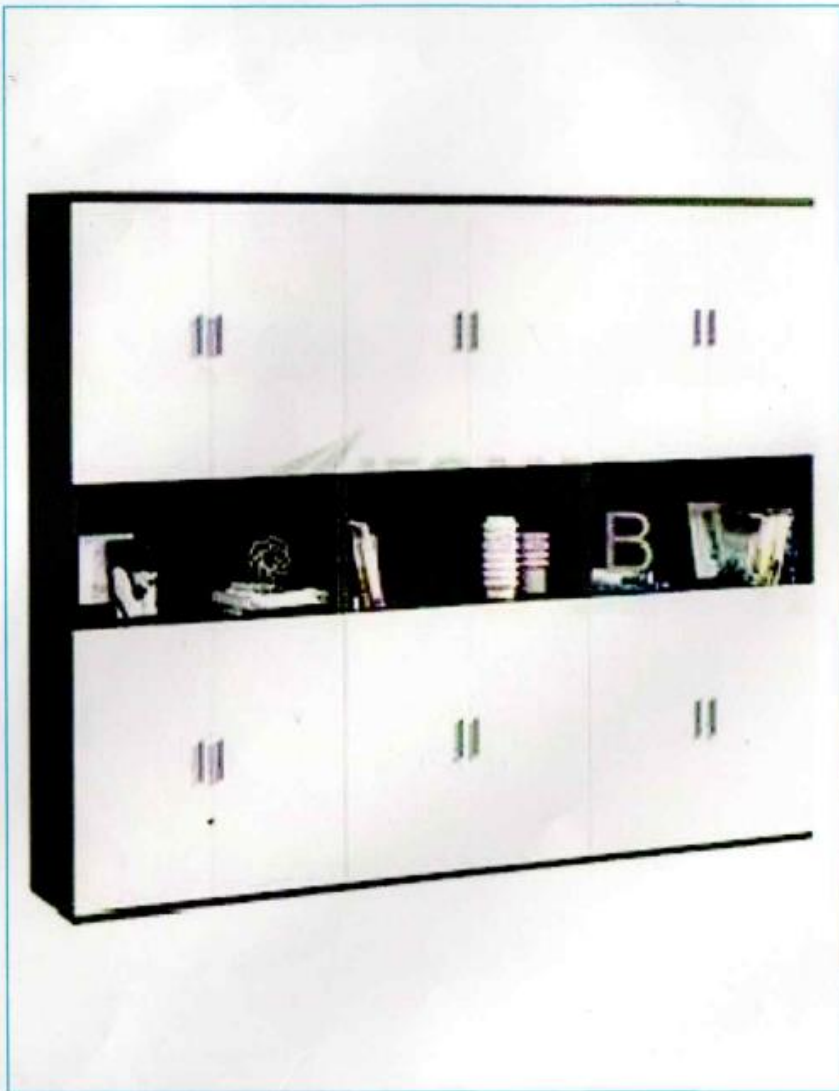
Name of Company/Bidder

Bidder’s Signature over Printed Name

Date: _____

Section VII. Drawings

DSWD-FOX



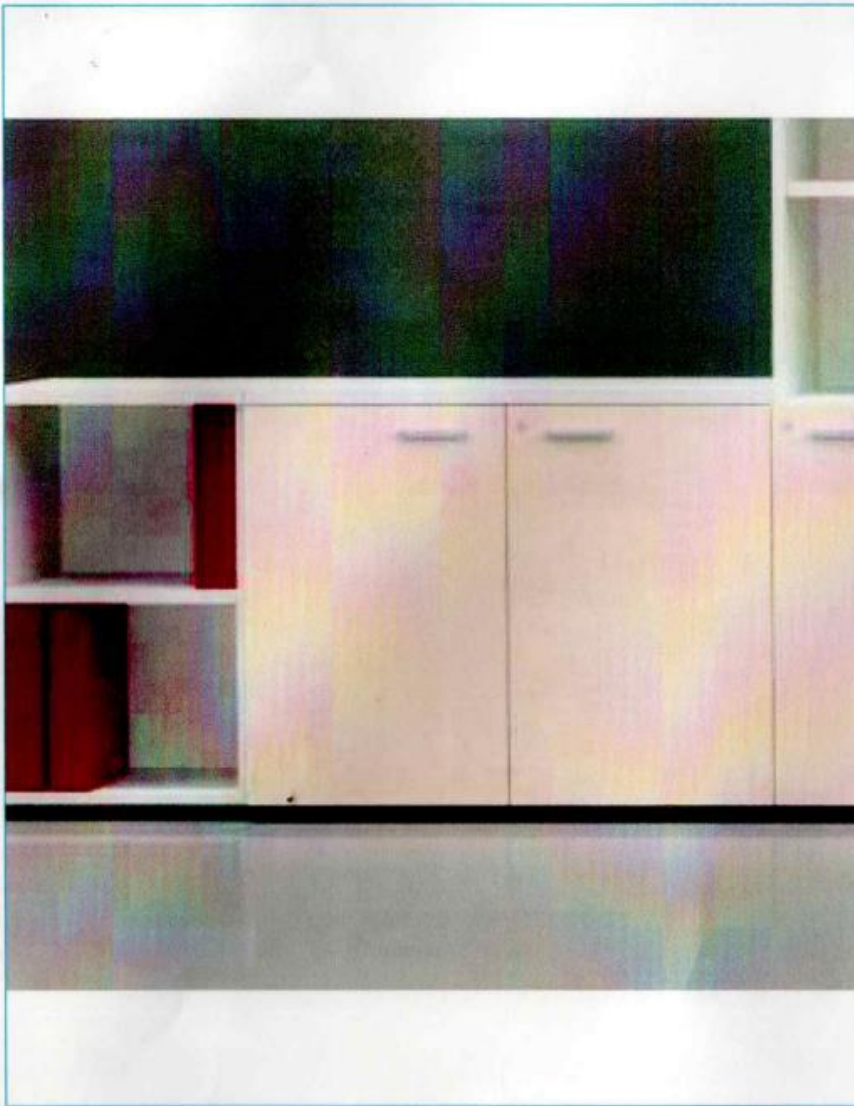
⊕ C A B I N E T S D E S I G N



NWC-23761

Custom wooden filing cabinet
Dimension: W3200xD400xH20000 mm
Materials: MFC board
Finish: Maple

 **C A B I N E T S D E S I G N**



C A B I N E T S D E S I G N



C A B I N E T S D E S I G N

Section VIII. Bill of Quantities

DSWD-FOX

Bill of Quantities

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
I	FABRICATION AND INSTALLATION OF CABINETS	95	units		
	A. Materials:				
	¾" Melamine Board	255	bds		
	Concealed hinges	570	pcs		
	Cabinet handle	190	pcs		
	Cabinet lock, panel to tongue, key unlock	95	pcs		
	Consumables inc. sealant, wood glue and screws, etc.	1	lot		
	B. Equipment				
	Circular Saw	2	set		
	Hand Drill	2	set		
	C. Labor:				
	Skilled/Welder	490	MH		
	Labor	405	MH		
Sub-Total:					
Unit Cost					
TOTAL DIRECT COST:					

Name of Company/Bidder

Bidder's Signature over Printed Name

Date: _____

PROGRAM OF WORKS

Name of Project:	Fabrication and Installation of Cabinets
Location:	DSWD FO X, Upper Carmen, Cagayan de Oro City

Category:						
Physical Target:		95 units				
Total Sub-Project Cost:		1,600,000.00				
Mode of Implementation:						
Sub-Project Description:		Sub-Project Duration:		45 Calendar Days		
		Equipment Needed:				
		Technical Personnel:		Foreman, Skilled and Unskilled Workers		
Item No.	Scope of Work	Wt. %	Qty.	Unit	Unit Cost	Total Direct Cost
I	FABRICATION AND INSTALLATION OF CABINETS	100.00%	95	units.		
	TOTAL	100.00%				
COST BREAKDOWN					TOTAL COST	
A. DIRECT COST						
		Materials				
		Labor				
Sub-Total A:						
B. INDIRECT COST						
General Requirements:						
		Mobilization and Demobilization				
		Permits and Licenses				
		Temporary Facilities				
		Safety Provision				
Overhead:						
		Pre Engineering				
		Engineering Supervision				
		Administrative Cost				
		Overhead Cost				
Miscellaneous:						
		Material Testing				
		EMP Cost/PPE				
Contractor's Profit (10% of EDC)						
Taxes (5% of EDC + OCM)						
Contingency (3%)						
Sub-Total B:						
GRAND TOTAL						

Section IX. Checklist of Technical and Financial Documents

DSWD-FOX

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (d) Philippine Contractors Accreditation Board (PCAB) License; **or**
Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (f) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. Construction Schedule and S-Curve;
 - d. Manpower Schedule;
 - e. Construction Methods;
 - f. Equipment Utilization Schedule;
 - g. PERT/CPM;
 - h. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

- (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
- (j) Certificate of Site Visit

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- (l) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (m) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (n) Cash Flow by Quarter

Section XI. Bidding Forms

DSWD-FOIX

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

Business Name: _____

Business Address: _____

A. Government

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

B. Private

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

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Statement of Single Largest Completed Contract (SLCC) ² Similar to the Contract to be Bid

Business Name: _____

Business Address: _____

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

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

² The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 5.3 of Section III. Bid Data Sheet, a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.3(a) of Section II. Instruction to Bidders.

Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: 2023-11-18**

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]

DSWD-FOX