



**PROJECT NO. 2020-04: IMPROVEMENT OF THE SHFC-NCR
CENTRAL OFFICE (IDENTIFIED AS UNIT 4 TO UNIT 9)
LOCATED AT GROUND FLOOR DHSUD/HLURB BUILDING**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	9
1. Scope of Bid	10
2. Funding Information.....	10
3. Bidding Requirements	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	10
5. Eligible Bidders.....	10
6. Origin of Goods	11
7. Subcontracts	11
8. Pre-Bid Conference	11
9. Clarification and Amendment of Bidding Documents	11
10. Documents comprising the Bid: Eligibility and Technical Components	12
11. Documents comprising the Bid: Financial Component	12
12. Bid Prices	12
13. Bid and Payment Currencies	13
14. Bid Security	13
15. Sealing and Marking of Bids	13
16. Deadline for Submission of Bids	14
17. Opening and Preliminary Examination of Bids	14
18. Domestic Preference	14
19. Detailed Evaluation and Comparison of Bids	14
20. Post-Qualification	15
21. Signing of the Contract	15
Section III. Bid Data Sheet	16
Section IV. General Conditions of Contract	18
1. Scope of Contract	19
2. Advance Payment and Terms of Payment	19
3. Performance Security	19
4. Inspection and Tests	19
5. Warranty	20
6. Liability of the Supplier	20
Section V. Special Conditions of Contract	21
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	27
Section VIII. Checklist of Technical and Financial Documents	28

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

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.

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])

CDA - Cooperative Development Authority.

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.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

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.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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.

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.

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

UN – United Nations.

Section I. Invitation to Bid

**INVITATION TO BID FOR PROJECT NO. 2020-04:
IMPROVEMENT OF THE SHFC-NCR CENTRAL OFFICE
(IDENTIFIED AS UNIT 4 TO UNIT 9) LOCATED AT GROUND
FLOOR DHSUD/HLURB BUILDING**

1. The *Social Housing Finance Corporation (SHFC)*, through the *Corporate Budget for the Year 2020* intends to apply the sum of *Five Million Five Hundred Thousand Pesos (Php5,500,000.00)* being the ABC to payments under the contract for *Project No. 2020-04*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *SHFC* now invites bids for the above Procurement Project. Delivery of the Goods is required *within 120 calendar day upon receipt of Notice to Proceed*. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (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) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *SHFC* and inspect the Bidding Documents at the address given below during *weekdays, 8:00 A.M. to 5:00 P.M.*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 25, 2020* from 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 Php10,000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through in person or electronic means.
6. The *SHFC* will hold a Pre-Bid Conference¹ on *December 3, 2020 at 10:00 A.M.* through video conferencing *via Zoom or FreeConferenceCall*, which shall be open to prospective bidders.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before *December 15, 2020 at 9:55 A.M.*. 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 14.
9. Bid opening shall be on *December 15, 2020 at 10:00 A.M.* via *Zoom or FreeConferenceCall*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *Large files must be uploaded to Google Drive.*
11. The *SHFC* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Paulo Sherwin P. Duman
BAC Secretariat
3/F 8737 BDO Plaza, Paseo de Roxas, Makati City
pduman.procurement@gmail.com
(632) 8817-3168 or (632) 7750-6337 ext. 433
www.shfcph.com

13. You may visit the following websites:

For downloading of Bidding Documents: *https://www.shfcph.com/Procurement.html*
For online bid submission: *Please send the encrypted file to*
pduman.procurement@gmail.com

Sgd.

ATTY. MARIA ROSALIE RICHA A. TAGUIAN
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *SHFC* wishes to receive Bids for the *Improvement of the SHFC-NCR Central Office (Identified as Unit 4 to Unit 9) located at Ground Floor DHSUD/HLURB Building* with identification number *Project No. 2020-04*.

The Procurement Project (referred to herein as “Project”) is composed of One (1) Lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Corporate Budget CY2020* in the amount of *Php5,500,000.00*.

2.2. The source of funding is:

GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals 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 **IB** 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 verified and accepted the general requirements of this Project, including 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, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. 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. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%)* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of 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, subject to Domestic Preference requirements under **ITB** Clause 18.

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 twenty percent (20%) 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 on the specified date and time and either at its physical address and/or through videoconferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. 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. Similar to the required authentication above, 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.

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 VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. 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. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the 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.

13.2. Payment of the contract price shall be made in:

Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² 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**.

14.2. The Bid and bid security shall be valid until *120 days from the bid opening date*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 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.

16. Deadline for Submission of Bids

16.1. 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**.

17. Opening and Preliminary Examination of Bids

17.1. 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.

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

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring 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 the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. 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

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Submission of similar office improvement projects undertaken by the bidder. b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>Makati, Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php110,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php275,000.00 if bid security is in Surety Bond.
19.3	<i>Project No. 2020-04:Improvement of the SHFC-NCR Central Office (Identified as Unit 4 to Unit 9) located at Ground Floor DHSUD/HLURB Building with an ABC of Php5,500,000.00</i>
20.2	<p><i>Licenses and permits corresponding to the office improvement.</i></p> <p>Mayor's or Business Permit Department of Trade and Industry (DTI) for sole proprietorship Cooperative Development Authority (CDA) for cooperatives PCABs Accreditation Phil. GEP Registration</p>
21.2	<p><i>Licenses and permits corresponding to the office improvement.</i></p> <p>Philippine Contractors License</p>

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. **Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to 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 of RA No. 9184

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <i>at SHFC, 8737 BDO Plaza, Paseo de Roxas, Makati City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Paulo Sherwin P. Duman or Mr. Nathaniel P. Castaritas</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p> <ol style="list-style-type: none"> a. furnishing of tools required for assembly and/or maintenance of the supplied Goods; b. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; c. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and d. <p>training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <ol style="list-style-type: none"> e. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar

services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *three times the warranty period*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within two (2) months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description

	<p>Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof</p>

2.2	No advance payment except the Mobilization Fund – 15% of the project cost
4	The inspections and tests that will be conducted are the: NONE

Section VI. Schedule of Requirements

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

ITEM NO.		DESCRIPTION
1.0		GENERAL REQUIREMENTS inclusive of prepration of plans and shop drawings, permits, mobilizaiton and demobilization
2.0		SUPPLY AND INSTALLATION
	2.1	Modular Cubicle and Partitions
	2.2	Glass (tempered) store front frameless 12mm thick
	2.3	Glass double door (tempered) store front frameless 12mm thick
	2.4	Storage Vault inclusive of
	2.4.1	30cm thick concrete vault casing
	2.4.2	Dual combination lock Hermaco vault door
	2.5	Ceramic floor tiles - 60 cm x 60 cm
	2.6	Acoustic ceiling tiles 60 cm x 60 cm and accessories
	2.7	Fire Protection Units (Sprinkler heads, Fire Detection and Alarm System)
	2.8	Air Conditioning Unit, Inverter Type 2.0HP inclusive of copper piping, insulations, brackets, and accessories
3.0		ELECTRICAL FIXTURES AND ACCESSORIES inclusive of
	3.1	LED Panel light 30 x 120 cm 36W, 100-240 VAC
	3.2	Panel boards, circuit breakers, cables and wirings, convenience outlets, switches, etc.
4.0		MEZZANINE LEVEL
	4.1	Installation of Solid Steel Section columns and floor frame
	4.2	Concrete slab on metal deck 150 mm thick
	4.3	Doors and accessories
	4.4	Steel Stairs
5.0		IMPROVEMENT OF COMFORT ROOMS inclusive of
	5.1	Supply and installation of CHB plastered wall, floor and wall tiles, fixtures and accessories
6.0		IMPROVEMENT OF PARTITION WALL inclusive of
	6.1	200mm and 100 THK, plastered and painted
	6.2	100mm thick plastered with half CHB and tempered glass

Section VII. Technical Specifications

Technical Specifications

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

IMPROVEMENT OF SHFC – NCR CENTRAL OFFICE (Identified as Unit 4 To Unit 9),
GROUND FLOOR DHSUD /HLURB BUILDING, KALAYAAN AVENUE CORNER
MAYAMAN STREET, DILIMAN, QUEZON CITY
Project Title: Improvement of SHFC – NCR CENTRAL OFFICE (identified as Units 4 to 9)
G/F DHSUD /HLURB BUILDING

I. OBJECTIVES

The Social Housing Finance Corporation requires the services of a qualified service provider who will do the improvement of SHFC-NCR CENTRAL OFFICE (Identified as Unit 4 To Unit 9), GROUND FLOOR DHSUD /HLURB BUILDING located at Kalayaan Avenue corner Mayaman Street, Diliman, Quezon City

II. CONTRACT PERIOD

The contract period or term of service described in this Terms of Reference (TOR) shall be sixty (60) calendar days from the date of the official Notice to Proceed issued by the SHFC to the Service Provider, otherwise agreed in the respective contract. It is expected that the service provider will initiate the service not later than seven (7) calendar days after receipt of the Notice to Proceed.

III. SCOPE OF WORK

A. SITE VERIFICATION

1. The proponent/bidder is expected to have visited the project site, verified the actual area and specific dimension/s prior to the implementation of the above-cited project.
2. The proponent/bidder is required to submit the project’s timeframe, from the issuance of Notice to Proceed until completion including contingency plans.

Item	Specification	Statement of Compliance
	<p>B. GENERAL SPECIFICATIONS</p> <p>The project shall cover the improvement of the SHFC – NCR CENTRAL OFFICE, which shall serve as the office of the SHFC NCR Central Branch and the Vice President for Mega Manila I with an approximate gross floor area of 313.59 square meters. The proposed office shall be improved to the standard requirements of an Office as prescribed Kaagapay ng Komunidad sa Maginhawang Pamumuhay by the National Building Code of the Philippines and other generally accepted standards for such facility.</p> <p>The proposed improvement shall include an office space that can accommodate around 34 persons, conference room, storage rooms, general office area and a safety vault.</p> <p>The service provider shall submit a Preliminary Conceptual Plans for the Office Improvement in accordance to the Terms of Reference (TOR) and shall consider in their proposal the following space requirements.</p> <p>Ground Floor: (NCR Central Branch Office) Description: Front Desk with waiting area Mini Conference Room (6-8 persons) Pantry with sink CR (Male) (w/ Toilet Bowl, Urinal and sink) CR (Female) (w/ Toilet Bowl and sink) CR (PWD) (w/ Toilet Bowl and sink) Vice President’s Room Managers Room Safety Vault Electrical Room Office Area Collection Operation A Operation B Lobby</p> <p>Mezzanine Level Storage/Records Supply Room</p> <p>C. IMPROVEMENT WORKS</p> <p>The service provider shall be responsible for the following.</p> <p>I. Design Phase a. Site Survey and Investigation i. Detailed Plans, Elevations and Sections including interior lay out plans.</p>	

Exterior glass, curtain wall details for energy savings, moisture protection.

- b. Detailed Estimates, Bill of Quantities
- c. Proposed Timetable/ Schedule of Implementation
- d. Occupational Health and Safety Program for the improvement work.

II. Implementation Phase

- a. General Requirements,
 - i. Building Permit, Electrical Permit, Sanitary Permit, Mechanical Permit, Fire Safety Permit, etc.
- b. Temporary Facilities
- c. Improvement Supply and Installation.

The service provider is tasked to implement the following scope of works:

- 1. General Requirements
- 2. Supply & Installation
 - a. Modular Cubicle Partitions
 - b. Glass (tempered) store front Frameless 12mm thick Storage Vault
 - c. Glass Double Door (tempered) Store Front Frameless 12mm
 - d. STORAGE VAULT inclusive of: 0.30 cm Thk Concrete Vault casing and thick and Dual combination Lock Hermaco Vault Door
 - e. Ceramic floor tiles - 60 cm x 60 cm
 - f. Acoustic ceiling tiles 60 cm x 60 cm and accessories
 - g. Fire Protection Units (Sprinkler Heads, Fire Detection and Alarm System)
 - h. Air Conditioning, Inverter Type LG HSN-18IPM 2.0HP Units inclusive of Copper Piping, Insulation, Brackets, Accessories
 - i. Electrical Fixtures And Accessories inclusive of LED Panel light 30X120cm 36W, 100-240Vac and Panel Boards, Circuit breakers, Cables and Wirings, Convenience outlets, Switches, etc.
 - j. Mezzanine Level inclusive of Solid Steel Section columns and floor frame support, concrete Slab on Metal deck 150mm thick, Steel Stairs, Doors and Accessories

3. Improvement of Comfort Rooms and Partition Wall

Further, the service provider shall be held responsible for the restoration and repair of Building areas that will be affected/damaged by the improvement but are not included in the scope of works like relocation of utilities, existing Exhaust Duct and/or walls during the improvement/renovation period.

D. MAINTENANCE REQUIREMENTS

The service provider shall provide personnel/manpower/laborer whose main task is to maintain the cleanliness including the immediate removal from the

DHSUD/HLURB premises of all debris and other materials no longer needed in the work. The Contractor shall also provide the necessary uniform and safety gears to its personnel during the improvement/renovation. Also, the service provider shall be held responsible for the protection, maintenance and cleanliness work area and/or any part of DHSUD/HLURB's premises and shall ensure strict compliance with the rules and regulations to be imposed by the Building Administrator.

E. STANDARD AND MISCELLANEOUS PROVISIONS

All activities under the Terms of Reference (TOR) and Technical Specifications shall conform to the Basic Construction and Installation Standard. Other materials and/or works necessary to make the project complete, perfect in all respect, and ready for operation even if not particularly specified in this TOR shall be finished, delivered, and installed by the Service Provider without additional cost to SHFC:

IV. APPROVED BUDGET AND PROJECT DURATION

1. The Approved Budget for the Contract (ABC) for the improvement of the SHFC-NCR CENTRAL OFFICE and other improvement works necessary during the said implementation is FIVE MILLION FIVE HUNDRED THOUSAND Pesos (P5,500,000.00) inclusive of government taxes, security fee and bond (recoverable after the completion of the project) chargeable against SHFC CY 2020 approved appropriations.
2. The Approved Period for the design and implementation is SIXTY (60) DAYS starting seven (7) calendar days from the receipt by the Contractor of the Notice to Proceed.

V. BIDDER'S RESPONSIBILITIES

A. BIDDING

1. The prospective Bidder shall be responsible for taking the necessary steps to carefully examine all documents. It also rests upon the Bidder to acknowledge all conditions, local or otherwise, affecting the carrying out of the contract works, and arrived at an estimate of the facilities available and needed for the project. Failure to do so shall be at the proponent's/bidder's risk.
2. It shall be the sole responsibility of the Bidder to determine and suit himself by such means as he considers necessary or desirable as to all matters pertaining to the project, including the location and nature of work, climatic conditions, at the site; transportation and communication facilities, requirement and availability of materials, labor, water, electrical power; and other factors that may affect the cost, duration and execution of the work. The Proponent/Bidder, by the act of submitting his proposal, acknowledge that he has inspected the site and determined the general characteristics of the project and the conditions indicated above. SHFC requires an affidavit,

duly notarized, of such site inspection from the Proponent/Bidder.

3. Prior to submittal of proposals, it is assumed that the Proponent/Bidder is already familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines, which may affect or apply to the operations and activities of the contractor. However, in the case where the cost of the awarded contract is affected by applicable new laws, decrees, ordinances, regulations and other acts of government promulgated after the date of submission of proposals, a contract price adjustment may be made or appropriate relief be applied on a no loss – no gain basis provided such is not covered by the provisions on price escalation hereof and subject further to the availability of funds.

B. BID SECURITY

1. The bidder shall submit a Bid Securing Declaration, or any form of Bid Security, in an amount not less than the required percentage of the ABC in accordance with the following schedule;

Form of Bid Security	Amount of Bid Security as a percentage of the required percentage
<p>a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</p>	Two percent
<p>b) Bank draft/guarantee or irrevocable Two percent (2%) letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p>For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</p>	
<p>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Five percent

C. PERFORMANCE SECURITY

1. The performance security shall be in amount not less than the required percentage of the total contract price in accordance with the following schedule:

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

VI. REQUIRED EXPERTISE

The Service Provider must have an extensive experience and proven skills of at least three (3) years in the improvement/renovation/construction works.

The SHFC shall use the following set of criteria and rating system for the preselected bidders:

- a. Experience and capability of the Service Provider;
- b. Quality of personnel laborer to be assigned to the Project;
- c. Must-have a Philippine Contractors License;
- d. Must be accredited by the Phil. GEP;
- e. Must be accredited with the DTI;
- f. Must have a PCABs Accreditation; and
- g. Other necessary requirements of the BAC.

VII. GOOD CREDIT STANDING

The PROCURING ENTITY shall only consider those prospective bidders who are of good credit standing and have not been imposed administrative

sanctions and/or suspension.

VIII. SUBMISSION OF REPORTS AND PROGRESS BILLING

The Service Provider shall submit a periodic report every progress billing highlighting the progress made during the undertaking, including problems that need to be brought to the attention of the SHFC Management. The report shall cover all aspects of the services provided and shall be submitted as follows:

Progress Billing Schedules (%)	Deliverables
15%	Submission and approval of the "As-Staked Plan", PERT/CPM and Schedule of Works, Construction Methods, Financial Plan and initial deliveries of at least 20% of construction materials cost
35%	Submission of Progress Report duly concurred by the SHFC Management based on the recommendation of the SHFC Engineer
30%	Submission of the Final Report together with the approved "As-Built Plan" duly concurred and 100% accepted by the SHFC Management based on the recommendation of the SHFC Engineer
10%	Final Acceptance by the SHFC Management
10%	Retention Fee shall be deducted in every billing payment and can be withdrawn or collected after six (6) months . 10% from the completion of the project without any complain, of defects, Full completion of the project
Total = 100%	

IX. PERFORMANCE SECURITY

To guarantee the faithful performance by the winning Service Provider of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the SHFC and in no case later than the signing of-the contract.

1. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following:

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	
For biddings conducted by LGUs, the cashier's/manager's check may be issued by	

other banks certified by the BSP as authorized to issue such financial instrument.	Five percent (5%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
d. Any combination of the foregoing	Proportionate to the share of form with respect to the total amount of security

2. The Performance Security shall be forfeited in favor of the SHFC should the Service Provider fail to fulfill any of its obligations under the TOR or the Contract. Additional penalties may also be imposed upon the Service Provider for such failure.

X. STANDARD OF SERVICES

The Service Provider shall fulfill its obligations under the agreement by using its technical expertise and according to the best-accepted professional and industry standards. The Service Provider shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of the SHFC. To attain these, the Service Provider shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services/undertakings. The services shall be conducted by the Service Provider in accordance with the instructions or directions made or to be made by the SHFC at any time before its completion. The Service Provider shall conduct regular consultation with the SHFC in relation to the undertaking of its responsibilities under the Contract Agreement.

XI. SUBCONTRACTING

Subcontracting by the Service Provider shall not be allowed.

XII. GENERAL TERMS AND CONDITIONS

1. Independent Service Provider

The contract of the Service Provider with the SHFC is strictly and solely that of an independent Service Provider and no employer-employee relationship is hereby created or shall arise between the Service Provider or his employees or agents and the SHFC by reason or as consequence hereof. As such, the SHFC shall not be liable for any damage, injury or death caused to the Service Provider 's employees and agents or third persons.

2. Alterations and Additional Works

Revisions or additional works that becomes necessary due to the errors or fault of the Service Provider or those which are necessary to comply with the requirements of the AGREEMENT/CONTRACT shall be done by the Service Provider at no additional cost to the SHFC. Nevertheless, any variation of additional work items not included in the foregoing but which are proximate, appropriate and necessary shall be subject to and covered by separate agreement pursuant to Republic Act No. 9184 and its Implementing Rules and Regulations (IRR).

The SHFC may, at any time, by written notice to the Service Provider issue additional instructions, make changes or alterations in the Scope of Services or direct the omission of works included in the Scope of Services. If such instructions, changes or alterations require extra services on the part of the Service Provider then both parties shall mutually agree upon the corresponding compensation for the same pursuant to RA 9184 and its IRR.

3. Delay: Extension of Time: Force Majeure: liquidated Damages

Any delay on the agreed completion date from failure of performance by either of the Party shall not constitute a default hereunder nor shall give rise to any claim if such delay or failure is wholly attributable to acts of God, any act of sabotage, war, armed invasion, revolution, insurrection, blockage, riot, declaration of national emergency, industry-wide strike, or any other cause beyond the reasonable control of either Party, or which cannot be avoided by the Service Provider or the SHFC despite the exercise of due diligence.

Within ten (10) days from the occurrence of such event, the Party affected shall notify in writing the other Party of such event of force majeure and of the obligations or part of the works the performance of which is affected by such force majeure. Immediately after such notification, the Parties shall meet to discuss and agree on the appropriate steps/measures to be taken to minimize the effect(s) of the force majeure: provided that the Party affected shall be entitled to an extension of the contract of time for the number of days of the delay incurred by reason of the causes above mentioned.

The Service Provider shall also be liable for damages for the delay and shall pay the SHFC liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of delayed or unperformed portion of the services' for everyday of delay until services are

finally performed and accepted by the SHFC.

4. Ownership of Reports and Documents

The reports, drawings, documents and materials compiled or prepared in the course of the performance of the Services are and shall remain the absolute properties of the SHFC and shall not be used by the Service Provider for purposes unrelated to the contract without the prior written approval of the SHFC.

5. Representations and Warranties

The Parties hereby represent and warrant that no government official has benefitted directly or indirectly from this Contract. The Parties warrant that they have not offered or given, and will not offer or give to any employee, agent or representative of either Party, any gratuity, with a view toward securing any business from one another, or influencing such persons with respect to terms, conditions or performance of any contract with each other.

XIII. IMPLEMENTATION CLAUSE

In the implementation of the improvement of SHFC-NCR CENTRAL OFFICE (Identified as Unit 4 To Unit 9), GROUND FLOOR DHSUD /HLURB BUILDING located at Kalayaan Avenue corner Mayaman Street, Diliman, Quezon City, SHFC will engage a local Service Provider in accordance with the procurement rules under the Government Procurement Reform Act, Republic Act No. 9184 and its Revised Implementing Rules and Regulations (IRR), and the Technical Specifications identified by the SHFC.

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (f) 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**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) 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**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder’s computation of Net Financial Contracting

Capacity (NFCC);

OR

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) 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.

Other documentary requirements under RA No. 9184 (as applicable)

- (n) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

