

## TABLE OF CONTENTS

<b>SECTION I.</b>	<b>INVITATION TO BID</b>	<b>2</b>
<b>SECTION II.</b>	<b>INSTRUCTION TO BIDDERS</b>	<b>5</b>
<b>SECTION III.</b>	<b>BID DATA SHEET</b>	<b>34</b>
<b>SECTION IV.</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>	<b>38</b>
<b>SECTION V.</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>	<b>53</b>
<b>SECTION VI.</b>	<b>SCHEDULE OF REQUIREMENTS</b>	<b>55</b>
<b>SECTION VII.</b>	<b>TECHNICAL SPECIFICATIONS</b>	<b>57</b>
<b>SECTION VIII.</b>	<b>BIDDING FORMS</b>	<b>112</b>

***Section I.***  
***Invitation to Bid***



Social Housing Finance Corporation

a subsidiary of National Home Mortgage Finance Corporation

## INVITATION TO BID FOR

### **The Provision of Manpower and General Services for Social Housing Finance Corporation (SHFC) for One (1) Year**

1. The *Social Housing Finance Corporation (SHFC)* through its Corporate Budget for the Year 2016 intends to apply the sum of **Fifty Four Million Eighty Two Thousand Five Hundred Eighty Five Pesos and 20/100 Only (P54,082,585.20)** being the Annual Approved Budget for the Contract (ABC) for **PROJECT NO. 2016-02: The Provision of Manpower and General Services for Social Housing Finance Corporation (SHFC) for One (1) Year**. Bids received in excess of the ABC shall be automatically rejected at Bid opening.
2. *SHFC* now invites bids for the **Provision of Manpower and General Services for Social Housing Finance Corporation (SHFC) for One (1) Year located at BDO Plaza 8737 Paseo de Roxas, Makati City and its offices, and other contingencies as may be determined from time to time**, particularly for the supply of a total of one hundred sixty two (162) technical, clerical and general support services personnel.

**Period of Contract shall be One (1) year and shall commence upon receipt of the Notice to Proceed.** Bidders should have completed, within *two (2) 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 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.

4. Interested Bidders may obtain further information from SHFC and inspect the Bidding Documents at the address given below from **8:00 a.m. to 5:00 p.m.**
5. A complete set of Bidding Documents may be purchased by interested Bidders on **February 12, 2016** from the address below and upon payment of a nonrefundable fee for the Bidding Documents in the amount of **Fifty Thousand Pesos (P50,000.00)** to the SHFC Cashier.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of SHFC, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids. The method of payment will be *on cash basis*.

6. SHFC will hold a Pre-Bid Conference on **February 23, 2016, 10:00 a.m.** at the SHFC Board Room, *5<sup>th</sup> Floor, BDO Plaza 8737 Paseo De Roxas, Makati City*, which shall be open only to all interested parties who have purchased the Bidding Documents.
7. Bids must be delivered to the address below on or before **March 07, 2016 at 10:00 a.m.** All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

Bid opening shall be on **March 07, 2016 10:00 a.m.** at the SHFC Board Room, *5<sup>th</sup> Floor, BDO Plaza 8737 Paseo De Roxas, Makati City*. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. SHFC assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of the bid. SHFC reserves the right to waive any or all formal requirements, so that it shall likewise not be held liable for any defects or typographical errors in all documents received by the bidder, which shall be presumed to have been read and understood by the bidders to be mere defects in form only.
9. SHFC reserves the right to accept or reject any bid, to annul the bidding process, and to reject at any time prior to the contract award, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

*Ethel S. Bugho*  
*Officer-In-Charge, BAC Secretariat*  
*Social Housing Finance Corporation*  
*2<sup>nd</sup> Floor, BDO Plaza, 8737 Paseo De Roxas, Makati City*  
*(T) +63 2 750 6337 (loc) 421; (02) 8172794*  
*procurement@shfcph.com*  
*(F) +63 2 817 3168*  
*www.shfcph.com*

**ATTY. JOSE D. MELGAREJO**  
*Chairman, BAC*

***Section II.***  
***Instructions to Bidders***

## TABLE OF CONTENTS

<b>A. GENERAL</b>	<b>7</b>
1. Scope of Bid	7
2. Source of Funds	7
3. Corrupt, Fraudulent, Collusive, and Coercive Practices	7
4. Conflict of Interest	9
5. Eligible Bidders	10
6. Bidder's Responsibilities	12
7. Origin of Goods	13
8. Subcontracts	13
<b>B. CONTENTS OF BIDDING DOCUMENTS</b>	<b>14</b>
9. Pre-Bid Conference	14
10. Clarification and Amendment of Bidding Documents	14
<b>C. PREPARATION OF BIDS</b>	<b>15</b>
11. Language of Bid	15
12. Documents Comprising the Bid: Eligibility and Technical Components	15
13. Documents Comprising the Bid: Financial Component	16
14. Alternative Bids	17
15. Bid Prices	18
16. Bid Currencies	19
17. Bid Validity	20
18. Bid Security	20
19. Format and Signing of Bids	22
20. Sealing and Marking of Bids	23
<b>D. SUBMISSION AND OPENING OF BIDS</b>	<b>24</b>
21. Deadline for Submission of Bids	24
22. Late Bids	24
23. Modification and Withdrawal of Bids	24
24. Opening and Preliminary Examination of Bids	25
<b>E. EVALUATION AND COMPARISON OF BIDS</b>	<b>26</b>
25. Process to be Confidential	26
26. Clarification of Bids	26
27. Domestic Preference	26
28. Detailed Evaluation and Comparison of Bids	27
29. Post-Qualification	29
30. Reservation Clause	30
<b>F. AWARD OF CONTRACT</b>	<b>31</b>
31. Contract Award	31
32. Signing of the Contract	31
33. Performance Security	32
34. Notice to Proceed	33

## **A. General**

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

- 1.1. The procuring entity named in the **BDS** (hereinafter referred to as the “Procuring Entity”) wishes to receive bids for supply and delivery of the goods as described in Section VII. Technical Specifications (hereinafter referred to as the “Goods”).
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

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

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

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

- 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (a.1) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
    - (a.2) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

- (a.3) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (a.4) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (a.5) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
    - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

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

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

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;

- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
- (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

## **5. Eligible Bidders**

5.1. Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
- (e) Unless otherwise provided in the **BDS**, persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).

5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:

- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;
- (b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

- (c) When the Goods sought to be procured are not available from local suppliers; or
  - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a.3).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC).

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

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

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the *Bangko Sentral ng Pilipinas* (BSP) as authorized to issue such financial instrument.

## 6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b.3).
- 6.2. The Bidder is responsible for the following:
  - (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.3.
  - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
  - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
  - (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
  - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
  - (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
  - (j) Complying with existing labor laws and standards, in the case of procurement of services.

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

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

## **7. Origin of Goods**

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

## **8. Subcontracts**

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract

implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

## **B. Contents of Bidding Documents**

### **9. Pre-Bid Conference**

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.  
  
(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline of the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.
- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

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

- 10.1. Bidders who have purchased the Bidding Documents may request for clarifications on any part of the Bidding Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 10.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the

responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 0.

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

#### **11. Language of Bid**

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

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

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

(a) Eligibility Documents –

##### Class “A” Documents:

- (a.1) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (a.2) Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (a.3) Statement of all its ongoing and completed government and private contracts within the period stated in the **BDS**, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
  - (i) name of the contract;
  - (ii) date of the contract;
  - (iii) kinds of Goods;
  - (iv) amount of contract and value of outstanding contracts;
  - (v) date of delivery; and

- (vi) end user's acceptance or official receipt(s) issued for the contract, if completed.
- (a.4) Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;
- (a.5) NFCC computation or CLC in accordance with **ITB** Clause 5.5; and
- (a.6) Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.

Class "B" Document:

- (a.7) If applicable, the 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.
- (b) Technical Documents –
  - (b.1) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
    - (i) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
    - (ii) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
  - (b.2) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
  - (b.3) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.

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

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
  - (b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
  - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2.
- (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
  - (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
    - (b.1) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
    - (b.2) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
    - (b.3) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
    - (b.4) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
    - (b.5) The procuring entity has established a system to monitor and report bid prices relative to ABC and procuring entity's estimate. The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

#### **14. Alternative Bids**

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

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

## **15. Bid Prices**

- 15.1. The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - (a) For Goods offered from within the Procuring Entity's country:
    - (a.1) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
      - (i) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or
      - (ii) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.
    - (a.2) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.

- (a.3) The price of other (incidental) services, if any, listed in the **BDS**.
  - (b) For Goods offered from abroad:
    - (b.1) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - (b.2) The price of other (incidental) services, if any, listed in the **BDS**.
- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

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

## **16. Bid Currencies**

- 16.1. Prices shall be quoted in the following currencies:
- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
  - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

**17. Bid Validity**

17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

**18. Bid Security**

18.1. The bid security in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

For biddings conducted by LGUs, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
  - (a) if a Bidder:
    - (a.1) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
    - (a.2) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
    - (a.3) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 29.2;
    - (a.4) submission of eligibility requirements containing false information or falsified documents;
    - (a.5) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
    - (a.6) allowing the use of one's name, or using the name of another for purposes of public bidding;

- (a.7) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
  - (a.8) refusal or failure to post the required performance security within the prescribed time;
  - (a.9) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
  - (a.10) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
  - (a.11) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (a.12) all other act that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (b.1) fails to sign the contract in accordance with **ITB** Clause 32; or
  - (b.2) fails to furnish performance security in accordance with **ITB** Clause 33.

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

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

- 19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

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

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_ - TECHNICAL COMPONENT” and “COPY NO. \_\_\_ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. \_\_\_”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
  - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

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

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

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

### **22. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity.

### **23. Modification and Withdrawal of Bids**

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.

23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

## 24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.2. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (a.1) to (a.5).
- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class "A" Documents described in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clauses 12.1(a.1) and 12.1(a.2). Submission of

documents required under **ITB** Clauses 12.1(a.3) to 12.1(a.5) by any of the joint venture partners constitutes compliance.

- 24.7. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

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

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

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

##### **26. Clarification of Bids**

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

##### **27. Domestic Preference**

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

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

27.2. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.

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

## **28. Detailed Evaluation and Comparison of Bids**

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

- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
  - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and
  - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

## 29. Post-Qualification

- 29.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
- (a) Tax clearance per Executive Order 398, Series of 2005;
  - (b) Latest income and business tax returns in the form specified in the **BDS**;
  - (c) Certificate of PhilGEPS Registration; and,
  - (d) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.
- 29.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be (15) calendar days.

### 30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
  - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
    - (c.1) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
    - (c.2) If the project is no longer necessary as determined by the head of the procuring entity; and
    - (c.3) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;

- (b) All prospective bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

## **F. Award of Contract**

### **31. Contract Award**

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

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

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

- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
  - (d) Performance Security;
  - (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;
  - (f) Notice of Award of Contract; and
  - (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

**33. Performance Security**

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)

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

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

**34. Notice to Proceed**

34.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.

34.2. The contract affectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

***Section III.  
Bid Data Sheet***

## Bid Data Sheet

ITB Clause	
1.1	The PROCURING ENTITY is <i>Social Housing Finance Corporation</i> .
1.2	<b>Project No. 2016-02: The Provision of Manpower and General Services for Social Housing Finance Corporation (SHFC) for One (1) Year.</b>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the Approved SHFC Corporate Budget for 2016 in the amount of <b>Fifty Four Million Eighty Two Thousand Five Hundred Eighty Five Pesos and 20/100 Only (P54,082,585.20)</b>.</p> <p>The name of the Project is:</p> <p><b>The Provision of Manpower and General Services for Social Housing Finance Corporation (SHFC) for One (1) Year Contract.</b></p>
3.1	No further instructions.
5.1	No further instructions.
5.1 (e)	No further instructions.
5.2	None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under <b>ITB</b> Clause 5.2(b), may not participate in this Project.
5.4	The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(a.3), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
7	Not applicable.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	SHFC will hold a <b>Pre-Bid Conference</b> for this Project on <b>February 23, 2015, 10:00 a.m.</b> at the Social Housing Finance Corporation Board Room, <b>5/F BDO Plaza 8737 Paseo de Roxas, Makati City.</b>
10.1	<p>The PROCURING ENTITY's address is:</p> <p><b>6<sup>th</sup> Floor BDO Plaza 8737 Paseo de Roxas, Makati City</b></p>

	Ms. Ethel Bugho Officer-In-Charge, BAC Secretariat (T) 750-6337 or 46 Local 421 (F) 817-3168 <b><u>procurement@shfcph.com</u></b>
12.1(a)	In addition to the eligibility and technical documents for submission, submit a list of pending cases of the Bidder and their nature.
12.1(a)(a.1)	No other acceptable proof of registration is recognized.
12.1(a)(a.3)	The statement of all existing and completed government and private contracts shall include all such contracts <b>within two (2) years</b> prior to the deadline for the submission and receipt of bids.
13.1	No additional requirements.
13.1(b)	No further instructions.
13.1(c)	No further instructions.
13.2(a)	The ABC is <b>P54,082,585.20</b> . Any bid with a financial component exceeding this amount shall not be accepted.
13.2(b)	Not applicable.
15.4(a)(a.3)	No incidental services are required.
15.4(b)(b.1)	Not applicable.
15.4(b)(b.2)	Not applicable.
16.1(b)	Not applicable.
16.3	No further instructions.
17.1	Bids will be valid one hundred twenty (120) days from bid opening date.
18.1	The bid security shall be in the following amount:  <ol style="list-style-type: none"> <li>1. The amount of One Million Eighty One Thousand Six Hundred Fifty One Pesos and 70/100 only (P1,081,651.70), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>2. The amount of Two Million Seven Hundred Four Thousand One Hundred Twenty Nine Pesos and 26/100 only (P2,704,129.26), if bid security is in Surety Bond; or</li> </ol>

	3. The use of Bid Securing Declaration as provided for in GPPB Resolution Nos. 03-2012 and 15-2014 dated 27 January 2012 and 20 June 2014, respectively.
18.2	The Bid Security shall be valid one hundred twenty (120) days from bid opening date.
20.3	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.
21	The Address for Submission of Bids is:  <b>Social Housing Finance Corporation</b> <b>6<sup>th</sup> Floor BDO Plaza 8737 Paseo de Roxas, Makati City.</b>  The deadline for submission of bids is <b>10:00 a.m. of March 07, 2016.</b>
24.1	The place of Bid opening is <b>SHFC Board Room, 5<sup>th</sup> Floor BDO Plaza 8737 Paseo de Roxas, Makati City.</b>  The date and time of bid opening is <b>March 07, 2016 at 10:00 a.m.</b>
24.2	No further instructions.
27.1	No further instructions.
28.3	No further instructions.
28.3(b)	Bid modification is not allowed.
28.4	No further instructions.
29.2(b)	Bidders shall submit tax returns filed through Electronic Filing and Payment System (EFPS).
29.2(d)	No further instructions.
32.4(g)	No further instructions.

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

## TABLE OF CONTENTS

<b>1. DEFINITIONS</b>	<b>40</b>
<b>2. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES</b>	<b>41</b>
<b>3. INSPECTION AND AUDIT BY THE FUNDING SOURCE</b>	<b>42</b>
<b>4. GOVERNING LAW AND LANGUAGE</b>	<b>42</b>
<b>5. NOTICES</b>	<b>42</b>
<b>6. SCOPE OF CONTRACT</b>	<b>43</b>
<b>7. SUBCONTRACTING</b>	<b>43</b>
<b>8. PROCURING ENTITY'S RESPONSIBILITIES</b>	<b>43</b>
<b>9. PRICES</b>	<b>43</b>
<b>10. PAYMENT</b>	<b>44</b>
<b>11. ADVANCE PAYMENT AND TERMS OF PAYMENT</b>	<b>44</b>
<b>12. TAXES AND DUTIES</b>	<b>45</b>
<b>13. PERFORMANCE SECURITY</b>	<b>45</b>
<b>14. USE OF CONTRACT DOCUMENTS AND INFORMATION</b>	<b>45</b>
<b>15. STANDARDS</b>	<b>46</b>
<b>16. INSPECTION AND TESTS</b>	<b>46</b>
<b>17. WARRANTY</b>	<b>47</b>
<b>18. DELAYS IN THE SUPPLIER'S PERFORMANCE</b>	<b>47</b>
<b>19. LIQUIDATED DAMAGES</b>	<b>48</b>
<b>20. SETTLEMENT OF DISPUTES</b>	<b>48</b>
<b>21. LIABILITY OF THE SUPPLIER</b>	<b>49</b>
<b>22. FORCE MAJEURE</b>	<b>49</b>
<b>23. TERMINATION FOR DEFAULT</b>	<b>49</b>
<b>24. TERMINATION FOR INSOLVENCY</b>	<b>50</b>
<b>25. TERMINATION FOR CONVENIENCE</b>	<b>50</b>
<b>26. TERMINATION FOR UNLAWFUL ACTS</b>	<b>51</b>
<b>27. PROCEDURES FOR TERMINATION OF CONTRACTS</b>	<b>51</b>
<b>28. ASSIGNMENT OF RIGHTS</b>	<b>52</b>
<b>29. CONTRACT AMENDMENT</b>	<b>52</b>
<b>30. APPLICATION</b>	<b>52</b>

## 1. Definitions

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

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

the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

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

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(a.1) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(a.2) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(a.3) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(a.4) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(a.5) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or

international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(b) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

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

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

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

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

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

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

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

### **5. Notices**

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

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

## **6. Scope of Contract**

- 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

## **7. Subcontracting**

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

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

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

## **9. Prices**

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

## 10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise specified in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

## 11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
  - (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
  - (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.
  - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the

Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **SCC** provision on Delivery and Documents.

- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

## **12. Taxes and Duties**

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

## **13. Performance Security**

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

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

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring

Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

## **15. Standards**

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

## **16. Inspection and Tests**

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## **17. Warranty**

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

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

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

## **19. Liquidated Damages**

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

## **20. Settlement of Disputes**

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

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

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

## **22. Force Majeure**

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## **23. Termination for Default**

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
  - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity

stating that the circumstance of force majeure is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

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

#### **24. Termination for Insolvency**

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

#### **25. Termination for Convenience**

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

(a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## **26. Termination for Unlawful Acts**

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

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

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - (b.1) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (b.2) the extent of termination, whether in whole or in part;
  - (b.3) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (b.4) special instructions of the Procuring Entity, if any.

- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at anytime before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

**28. Assignment of Rights**

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

**29. Contract Amendment**

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

**30. Application**

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

***Section V.***  
***Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1.1(g)	The PROCURING ENTITY is Social Housing Finance Corporation.
1.1(i)	The Supplier is_____.
1.1(j)	The Funding Source is:  The Government of the Philippines (GOP) through the Approved SHFC Corporate Budget for 2016 as approved by the Board of Directors in the amount of <b>Fifty Four Million Eighty Two Thousand Five Hundred Eighty Five Pesos and 20/100 Only (P54,082,585.20)</b> .
1.1(k)	The Project Sites are defined in Section VI. Schedule of Requirements.
2.1	No further instructions.
5.1	The PROCURING ENTITY's address for Notices is:  Social Housing Finance Corporation 6 <sup>th</sup> Floor Banco De Oro Plaza 8737 Paseo de Roxas, Makati City.  Ms. Ethel Bugho Officer-In-Charge, BAC Secretariat (T) +63 2 7506337 or 46 loc. 421 (F)+63 2 817-3168 procurement@shfcph.com  The Supplier's address for Notices is:_____.
5.2	No further instructions.
6.2	No additional requirements.
10.4	No further instructions.
11.2(b)	Not applicable.
11.2(c)	Not applicable.
13.4(c)	No further instructions.
16.1	No further instructions.
17.3	Not Applicable.
17.4	Not Applicable.
21.1	No additional provision.

***Section VI.***  
***Schedule of Requirements***

## 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 Number	Description	Quantity	Unit	Start of Contract
	<b>The Provision of Manpower and General Services for Social Housing Finance Corporation (SHFC) for One (1) Year located at BDO Plaza 8737 Paseo de Roxas, Makati City and such other offices, and other contingencies as may be determined from time to time.</b>	<b><u>162</u></b>		Receipt of Notice to Proceed
1.1	<b>Technical Staff</b>	<b>110</b>		
	Technical Staff 7	2		
	Technical Staff 6	4		
	Technical Staff 5	2		
	Technical Staff 4	31		
	Technical Staff 3	14		
	Technical Staff 2	19		
	Technical Staff 1	20		
	Clerk	18		
1.2	<b>General Services</b>	<b>38</b>		
	- Master Electrician	1		
	- Carpenter	1		
	- Executive Driver/Mechanic	2		
	- Driver (Head Office)	14		
	- Driver (Satellite Office)	10		
	- Messenger	10		
1.3	<b>Janitorial Services</b>	<b>14</b>		
	- Janitor (Head Office)	7		
	- Janitor ( Satellite Office)	7		

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

## Technical Specifications

Item	Specification	Statement of Compliance
	<p><b>The Provision of Manpower and General Services for Social Housing Finance Corporation (SHFC) for One (1) Year Contract located at BDO Plaza 8737 Paseo de Roxas, Makati City and such other offices, and other contingencies as may be determined from time to time.</b></p> <p><b>Contractor’s Responsibilities:</b></p> <p>It shall provide SHFC with Manpower Services for a contract period of (1) One year effective upon signing of contract. The Annual ABC is P54,082,585.20.</p> <ol style="list-style-type: none"> <li>a. Render, undertake and perform technical, encoding, clerical, messengerial, driving, janitorial, carpentry, electrical, and other allied services at the SHFC Head Office at BDO Plaza, Paseo de Roxas, Makati City and its regional offices in Cauayan, Isabela; Naga, Camarines Norte; Iloilo City; Bacolod City; Cebu City; Gen. Santos City, Cagayan de Oro City, Davao City, Zamboanga City and Puerto Princesa, Palawan for a period of one (1) year;</li> <li>b. Existence in the manpower services agency business for at least five (5) years with at least ten (10) existing corporate clients;</li> <li>c. Proof of financial liquidity to service SHFC’s requirement for a minimum period of one (1) year. Must have a Current Ratio of at least 1;</li> <li>d. Organizational structure showing positions and name of key officials and personnel as well as its company profile;</li> <li>e. SEC registered, licensed and with necessary equipment and supplies to operate a manpower agency;</li> <li>f. With main business office strategically located within Metro Manila and with branches in Luzon, Visayas and Mindanao;</li> <li>g. Complying with Workmen’s Compensation Law, Minimum Wage Law, Social Security Act of 1997 &amp; Philhealth Contribution, 13<sup>th</sup> month Pay and other labor and social legislations;</li> </ol>	<p>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 services 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</p>

	<ul style="list-style-type: none"> <li>h. Complying with DO No. 18-02, Series of 2002 and DO No. 18-A, Series of 2011 of the Department of Labor and Employment;</li> <li>i. Ensures entitlement of personnel to all Labor and occupational safety and health standards;</li> <li>j. Cost proposal to be broken down into direct labor cost, indirect labor cost, including statutory benefits, administrative overhead and profit margin as a percentage of total monthly rate and 12% Value-Added Tax. (Use prescribed form, Attachment 1);</li> <li>k. Screening criteria and procedures including offsite or onsite trade test, written exams, initial and final interview, comprehensive background checking, complete medical, physical and drug test;</li> <li>l. Provide its employees with proper identification cards and uniform;</li> <li>m. At least satisfactory level of performance throughout the term of the contract (as provided for in page 62, (<b>Other responsibilities</b>));</li> <li>n. Payment of salaries and wages of personnel thru ATM; and,</li> <li>o. Housekeeping Plan for janitorial services in accordance with the requirements of SHFC (Attachment 2);</li> <li>p. SHFC may, depending on the requirement of the service, request the Service Agency to increase or decrease the number of the assigned personnel. Such request shall be contained in a written notice sent to supplier/contractor upon SHFC's determination of the variance in the number of required personnel. The supplier/contractor shall be obliged to obey such instructions as may be contained in the notice within reasonable time acceptable to SHFC. SHFC shall be held free and harmless from any criminal, civil, and administrative liability whatsoever at any given point in time in so far as such variance is concerned.</li> <li>q. Supply and install a biometric or face recognition terminal in the SHFC main office together with the operating software.</li> </ul>	<p>liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of <b>ITB</b> Clause 3.1(a.2) and/or <b>GCC</b> Clause 2.1(a.2)</p>
--	---	--

	<p>Repair and maintenance shall be done within 24 hours upon notice.</p> <p><b>Scope of Work and Obligation:</b></p> <ul style="list-style-type: none"> <li><b>a.</b> Comply with its obligation as employer imposed by the labor laws and other social legislations.</li> <li><b>b.</b> Adhere to the basic reportorial requirement of SHFC such as but not limited to semi-monthly statement of account, accompanied by certified true copy of semi-monthly payroll including applicable deductions and photocopy of the breakdown and official receipt of personnel's mandatory contribution to SSS, Philhealth and HDMF.</li> <li><b>c.</b> Ensure that all applicants prior to endorsement went through the proper screening procedures including offsite or onsite trade tests, written exams, initial and final interview, comprehensive background checking, complete medical, physical, neuro-psychiatric and drug test.</li> <li><b>d.</b> Make available at all times relievers and/or replacements to ensure continuous and uninterrupted services in case of absence of its personnel. No apprentice shall be allowed as replacement.</li> <li><b>e.</b> Provide personnel to render overtime during rest days and holidays when required.</li> <li><b>f.</b> Ensure that all its personnel shall follow the office rules and regulations of SHFC.</li> <li><b>g.</b> Warrant that all its employees shall be in proper uniform with identification cards during all duty hours and that they shall be neat and appear generally presentable at all times.</li> <li><b>h.</b> The Service Provider shall assign at least one supervisor, coordinator or personnel who may be part of its employees deployed to SHFC premises during working hours; who shall, at all times, be responsible for the discipline, supervision and control of its personnel. Any communication from SHFC regarding any concerns shall be coursed</li> </ul>	
--	--	--

	<p>through the supervisor or coordinator.</p> <ul style="list-style-type: none"> <li><b>i.</b> The Service Provider agrees that the intended relationship between the Service Provider and SHFC is that of PRINCIPAL-INDEPENDENT CONTRACTOR.</li> <li><b>j.</b> The SHFC shall in no manner be answerable or accountable for any incident or injury which may occur to any worker or personnel of the Service Provider during the time and consequent upon the performance of the work and services, nor for any injury, loss or damage arising from fault, negligence or carelessness of the Service Provider or anyone of its personnel to any person or persons or to his or their property; and the Service Provider covenants and agrees to assume, all liabilities for any such injury, loss or damage and to make SHFC free and blameless therefrom.</li> <li><b>k.</b> The Service Provider shall have the exclusive charge, control and supervision over the work agreed upon given the suggestion from SHFC with respect to the manner of rendering service.</li> <li><b>l.</b> The Service Provider shall be responsible for the discipline and/or dismissal of its employees as well as liable for damages or injuries caused to them by third parties. Nevertheless, SHFC shall reserve the right to report to the Service Provider and protest any untoward act, negligence, misconduct, malfeasance, misfeasance or nonfeasance of its employees.</li> <li><b>m.</b> The Service Provider shall protect, indemnify and hold the SHFC harmless from and against any and all loss, damage, expense, judgment, lien, suit, cause of action, demand or liability (including the cost of legal fees in a full indemnity basis) arising out of the death of or bodily injury to any person which may be imposed on or incurred by the SHFC arising directly out of the intentional or negligent acts or omissions of any of the assigned employee of the service provider during the performance of any work.</li> <li><b>n.</b> The Service Provider shall, at its sole expense, defend any suit based upon a claim or cause of action arising from the detail or assignment of its employee with SHFC</li> </ul>	
--	---	--

<p>Technical Services Department (1); Trust Administration Department (1)</p>	<p>including but not limited to, money claims, damages and other labor-related concern and shall hold SHFC free and harmless against any judgment which may be rendered by any court or tribunal.</p> <p><b>Other Responsibilities</b></p> <p>That the service provider shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria.</p> <p>The performance criteria to be applied shall include, among others, the following:</p> <p>(i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports.</p> <p>Before end of each year, SHFC shall conduct an assessment or evaluation of the performance of the service provider based on the set of performance criteria herein prescribed.</p> <p>Based on its assessment, SHFC may pre-terminate the contract for failure by the service provider to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the <i>Government Procurement Policy Board under Resolution No.018-2004 dated 22 December 2004.</i></p> <p><b><u>Technical Staff 7 – (2 personnel)</u></b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Performs coordination functions under the general supervision of the Manager towards the realization of the goals set by the Department in relation to the technical requirements of the SHFC's housing programs;</li> <li>2. Conducts programming and scheduling of the Department activities;</li> <li>3. Assists the Manager in the supervision of the Department's operation and ensures optimum performance of the staff;</li> <li>4. Assists the Manager in the formulation of standards, policies and procedures to ensure efficient and effective discharge of functions of the Department;</li> <li>5. Evaluates operational system and procedures of the Department and recommends to the Manager the necessary modifications to</li> </ol>	
---	--	--

<p>Office of the Vice President for Loan Processing Group-Luzon (1); Trust Admin. Dept. (1); Isabela Satellite Office (1); Palawan Satellite Office (1)</p>	<p>improve the same;</p> <ol style="list-style-type: none"> <li>6. Reviews/checks the site inspection results, title validation reports, compliance reports, technical evaluation results, appraisal reports and other reports submitted by the property appraisers;</li> <li>7. Conducts appraisal or site inspection, if necessary;</li> <li>8. Provides the Manager a list of studies necessary to improve the operational systems and procedures of the Department;</li> <li>9. Provides inputs needed for the preparation of the Department's comprehensive targets and accomplishment on a periodic basis;</li> <li>10. Identifies issues/bottlenecks encountered by the appraisers in the valuation/appraisal process and recommends solution thereof;</li> <li>11. Conduct spot audit of properties posted as loan collaterals, if necessary;</li> <li>12. Performs other tasks that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standards</b></p> <p><i>Education:</i> Bachelor's degree in Civil Engineering/ Geodetic Engineering (must be a Licensed Engineer and Licensed Appraiser)  <i>Experience:</i> 4 years' experience in real estate appraisal  <i>Training:</i> 24 hours of relevant experience</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Real estate appraisal; surveying/property identification; cost estimating, lot plotting thru AutoCAD, use of MAPINFO software or other related software.</li> <li>2. Computer literate.</li> <li>3. Reliable, honest, hardworking and willing to render overtime.</li> </ol> <p><b><u>Technical Staff 6 – (4 personnel)</u></b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Supervises the preparation/consolidation of project materials from the three (3) departments for approval of projects by the Pre-Crecom, Crecom, Execom and Board;</li> </ol>	
---	--	--

<p>Information System Department (2)</p>	<ol style="list-style-type: none"> <li>2. Monitors project compliances and prepares shortlist of projects for Pre-Crecom;</li> <li>3. Monitors project compliances to Execom and Board approved instructions/conditions;</li> <li>4. Analyzes policy/procedures/data pertinent to the program and prepares necessary recommendations;</li> <li>5. Prepares memorandum, letters and other communications for the Office of the Vice President;</li> <li>6. Performs such other related functions that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standards</b></p> <p><i>Education:</i> Bachelor's degree preferably LLB, Communication Arts and Accountancy</p> <p><i>Training:</i> At least three (3) years of relevant experience</p> <p><i>Experience:</i> At least sixteen (16) hours of relevant training</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Computer Literate (MS Word, MS Excel, MS Powerpoint);</li> <li>2. Excellent in verbal and written communication; and</li> <li>3. Proficient in client communication</li> <li>4. Honest, Responsible, Flexible, Resourceful and can work with minimum supervision</li> </ol> <p><b><u>Technical Staff 5 – (2 personnel)</u></b></p> <p><b>Senior Programmer</b></p> <p>A. Scope of Work</p> <ol style="list-style-type: none"> <li>1. Writes updates and maintains computer programs or software packages to handle specific application such as storing and retrieving data;</li> <li>2. Corrects program errors by making appropriate changes and rechecking the program to ensure that the desired results are delivered;</li> </ol>	
--	---	--

	<ol style="list-style-type: none"> <li>3. Conducts trial run of programs and software applications;</li> <li>4. Supervises junior programmers;</li> <li>5. Reviews and rewrites programs using workflow chart and diagram;</li> <li>6. Consults with technical personnel to clarify program intent, identify problems and suggest modifications;</li> <li>7. Compiles documentation of program development and subsequent revisions;</li> <li>8. Prepares detailed workflow charts and diagrams that describes input, output and logical operation and convert them into a series of instructions coded in a computer language;</li> <li>9. Assists computer operators or system analysts to define and resolve problem with regard to computer programs;</li> <li>10. Observes the computer networks, workstations and central processing units of the system or peripheral equipment to determine their response to a program instruction;</li> <li>11. Collaborates with computer users to develop programming requirements; and,</li> <li>12. Performs other related functions that may be assigned from time to time and demonstrates continuous effort in providing quality customer service.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: Bachelor’s Degree relevant to the job, preferably Computer Science.</p> <p>Experience: At least three (3) years of relevant experience.</p> <p>Training: At least sixteen (16) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of circuit boards, processors, electronic equipment, computer hardware and software, including application and programming;</li> <li>2. Skilled in writing computer programs for various purposes;</li> <li>3. Ability to arrange things or actions in a certain order or pattern according to</li> </ol>	
--	--	--

<p>HDH (3); MED (2); MED VISMIN (1); Davao Satellite Office (1); Cebu Satellite Off.(1);</p>	<p>a specific rule or set of rules;</p> <ol style="list-style-type: none"> <li>4. Ability to identify information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events;</li> <li>5. Knowledge of the theory, principles and practices of systems and applications programming;</li> <li>6. Knowledge of the functions &amp; capabilities of computer operations systems &amp; software programming applications;</li> <li>7. Knowledge of computer security procedures; and,</li> <li>8. Skilled in the use of the programming language specific to the assignment.</li> </ol> <p><b><u>Technical Staff 4 – (31 personnel)</u></b></p> <p><b>Senior Mortgage Specialist</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Conducts examination of the mortgage documents of the Community Association (CA) in accordance with the existing Community Mortgage Program (CMP) policies and guidelines on entitlement including the completeness and proper documentation of the loan;</li> <li>2. Conducts examination of the mortgage documents;</li> <li>3. Prepares report on mortgage examination findings;</li> <li>4. Assists the originator/CA to facilitate compliance with the findings;</li> <li>5. Reviews mortgage documents, evaluates and recommends CMP Projects for recommendation to the Credit Committee and the SHFC Board;</li> <li>6. Reviews and monitors compliance of mortgage documents for assigned CMP projects for issuance of Letter of Guaranty (LOG) or for loan take-out;</li> <li>7. Drafts findings sheet or mortgage requirements and deficiencies of mortgage documents as per CMP Circular;</li> <li>8. Prepares copies or mortgage</li> </ol>	
--	--	--

<p>LCMP (1)</p>	<p>documents for treasury department and COA for the release of loan take-out;</p> <ol style="list-style-type: none"> <li>9. Collates mortgage documents under CMP circular for initial review and evaluation;</li> <li>10. Answers inquiries of stakeholders and interested parties regarding evaluation and status of projects, mortgage documents requirements under existing CMP policies; and,</li> <li>11. Performs other functions that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: Bachelor’s Degree Relevant, preferably Bachelor of Laws.</p> <p>Experience: At least two (2) years of relevant experience.</p> <p>Training: At least eight (8) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of the prevailing law and government regulations;</li> <li>2. Skilled in verifying the authenticity and completeness of land-related documents; and,</li> <li>3. Can effectively convey information.</li> </ol> <p><b>Technical Staff 4</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Assists the Manager and Division Chief III during the briefing of the LCMP to LGUs;</li> <li>2. Coordinates with the LGU on the submission of the LCMP accreditation documents;</li> <li>3. Evaluates the LCMP accreditation documents submitted by the LGU;</li> <li>4. Prepares the proposal for the accreditation of the LGU under the LCMP;</li> <li>5. Coordinates with LGU on the schedule of the training of the LGU personnel on the LCMP;</li> <li>6. Accompanies the SHFC-CMP Trainers during the training seminar and site visit of projects of the LGU;</li> <li>7. Coordinates with the LGU on the submission of the application/enrolment of projects by the LGU under the P50 million OCL;</li> <li>8. Evaluates the OCL documents submitted by the LGU;</li> </ol>	
-----------------	--	--

<p>TSD (10)</p>	<ol style="list-style-type: none"> <li>9. Prepares the proposal on the OCL application of the LGU for approval by the Credit Committee and by the Board of Directors;</li> <li>10. Coordinates with the LGU on the submission of project documents under the approved OCL;</li> <li>11. Monitors the CER of the LGU and coordinates with the Loans Processing Division for the processing of the 1% interest incentive of the LGU if the CER of the LGU reaches 90% - 100%</li> <li>12. Prepares the LCMP monthly status report; and</li> <li>13. Performs such other related functions that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standard</b></p> <p>Education: Bachelor's degree in Marketing, Business Administration, Social Work, Finance Management, Accounting, Civil Engineering or Community Development</p> <p>Experience: at least two (2) years relevant experience</p> <p>Training: at least eight (8) hours relevant training</p> <p><b>C. Skills, Knowledge and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Proficient in written communication</li> <li>2. Computer literate (MS Word, MS PowerPoint &amp; MS Excel)</li> <li>3. Willing to travel</li> <li>4. Positive attitude towards others</li> <li>5. Can work with limited supervision</li> <li>6. With background in Community Mortgage Program or other related housing programs;</li> <li>7. With strong background in Finance &amp; Accounting;</li> </ol> <p><b>Technical Staff 4</b></p> <p><b>Appraiser</b></p> <p>A. Scope of work</p> <ol style="list-style-type: none"> <li>1. Responsible for the technical evaluation of properties in accordance with the Department's systems, procedures &amp; program terms and policies.</li> <li>2. Conducts site inspection, verification of title, property's land use and appraisal of properties for acquisition thru CMP.</li> <li>3. Gathers and analyzes general and specific data necessary in the</li> </ol>	
-----------------	---	--

	<p>preparation of appraisal report.</p> <ol style="list-style-type: none"> <li>4. Prepares site inspection, title verification, and appraisal &amp; compliance report/project accomplishment/compliance report.</li> <li>5. Validates accomplishment/compliance documents submitted by the Originator/developer and assess its condition for purposes of loan release.</li> <li>6. Prepares materials for presentation to the SHFC Board including maps, comparable CMP Projects within the vicinity &amp; photographs of projects endorsed for LOG approval.</li> <li>7. Undertakes a thorough evaluation of the site development and house construction cost estimates submitted by the Originator/CA to determine the technical feasibility of the proposed project.</li> <li>8. Checks the property's boundaries and configuration thru plotting and the accuracy of the technical description inscribed in the Transfer Certificates of Titles and approved subdivision plan as well as the total land area.</li> <li>9. Assists in the preparation of the Department's monthly report; Identifies issues/bottlenecks encountered in the valuation/appraisal process and recommends solution for such;</li> <li>10. Updates the cost indicator manual.</li> <li>11. Performs other related functions that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: Bachelor's Degree relevant to the job preferably Civil Engineering or Geodetic Engineering.</p> <p>Experience: at least two (2) years of relevant experience</p> <p>Training: at least eight (8) hours of relevant training</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge and application of engineering science and technology including the use of AutoCAD;</li> <li>2. Ability to gather and interpret</li> </ol>	
--	--	--

<p>OVP LEGAL/LPG VISMIN (1);</p>	<p>relevant data;</p> <ol style="list-style-type: none"> <li>3. Knowledge of design techniques, technical plans, blueprints, engineering drawings and models;</li> <li>4. Knowledge of appraisal practices, techniques and professional standards and ethics;</li> <li>5. Knowledge of property values and real estate trends;</li> <li>6. Knowledge of land use planning and zoning;</li> <li>7. Ability to perform field inspection and cost estimates;</li> <li>8. Ability to research and analyze real estate data and make recommendations based on analysis;</li> <li>9. Knowledge of current real estate market behavior;</li> <li>10. Skills in appraising land values; and,</li> <li>11. Ability to recognize potential environmental hazards based on cursory inspection.</li> </ol> <p><b>Technical Staff 4 Executive Assistant</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Monitors Account Management Department (AMD) accounts and consolidate reports;</li> <li>2. Monitors Loan Processing VisMin Group (LVMG) accounts and consolidate reports;</li> <li>3. Assist the Vice President for LLVMG in reviewing the completeness and accuracy of incoming documents;</li> <li>4. Keeps schedule of VP LLPVMG;</li> <li>5. Drafts memorandums, office and special orders, and other written correspondence of the VP LLPVMG;</li> <li>6. Takes down notes during meetings that are attended by VP-LLPVMG;</li> <li>7. Does file and document management; and</li> <li>8. Performs other related tasks that may be assigned from time to time.</li> </ol> <p><b>B. Qualifications Standards</b> Education: Bachelor’s Degree relevant to the job.</p>	
--------------------------------------	--	--

<p>Fin. Controllership Dept (2);</p>	<p>Experience: At least two (2) years of relevant experience. Training: At least eight (8) years of relevant experience.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Adequate knowledge in MS Power point, MS Word, and Excel applications.</li> <li>2. Knowledge in clerical and administrative procedures such as word processing and managing files and records.</li> <li>3. Average communication skills (written and verbal conversation)</li> <li>4. Trustworthy, hardworking, punctual and courteous</li> <li>5. Consistent, dedicated and reliable</li> <li>6. Ability to deal well with people of different backgrounds, and can adapt to a fast paced work environment.</li> <li>7. Can work under minimum supervision.</li> </ol> <p><b>Technical Staff 4</b> <b>Data Base Administrator</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Renders technical support on matters pertaining to database and ledgering system;</li> <li>2. Implements security measures to safeguard database information and performs system's back up;</li> <li>3. Responsible in the process of data/information necessary for generation of Statistical &amp; performance reports.</li> <li>4. Performs other related tasks that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: Bachelor's Degree Relevant to the job, preferably BS Accountancy with strong IT background.</p> <p>Experience: At least two (2) years relevant experience.</p> <p>Training: At least eight (8) hours of relevant training.</p>	
--	--	--

<p>Internal Audit (1);</p>	<p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of accounting principles and practices;</li> <li>2. Proficient in windows server 2003 applications;</li> <li>3. Knowledge of the computer hardware and network installation and maintenance;</li> <li>4. Proficient in database management; and,</li> <li>5. Skilled in computer programming and software application.</li> </ol> <p><b>Technical Staff 4</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Participates in the conduct of financial, management and credit process audit of the corporate agency to review effectiveness of controls, financial records and operations involving relatively major transaction;</li> <li>2. Consolidates and analyses data and information gathered and prepares draft of audit report;</li> <li>3. Recommends solutions to any deficiencies and weaknesses in controls noted; and</li> <li>4. Participates in the preparation of the department's annual budget and in the special audit engagement.</li> </ol> <p><b>B. Qualification Standard</b></p> <p>Education: Bachelor's degree related to the job; Certified Public Accountant (CPA)</p> <p>Experience: at least two (2) years relevant work experience</p> <p>Training: at least eight (8) hours relevant training</p> <p><b>C. Skills, Knowledge and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge in Microsoft Office application like Word, Excel, PowerPoint</li> <li>2. Capable of understanding process flow of a business unit</li> <li>3. Knowledge of GAAP and other related financial reporting requirements by SEC and BIR</li> <li>4. Above average mathematical, analytical</li> </ol>	
----------------------------	--	--

<p>LEGAL DEP'T. (2);</p>	<p>and decision making skills</p> <p>5. Can work under pressure; willing to do audit fieldworks in the regions; highly committed in meeting deadlines; must have a high ethical standards</p> <p><b>Technical Staff 4</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Maintains and calendars the activities of the Manager of the Legal Department;</li> <li>2. Provides technical and support services for the Manager of the Legal Department;</li> <li>3. Takes dictations and transcribes proceedings of meetings;</li> <li>4. Prepares minutes of the meeting for the Legal Department and the BAC Secretariat;</li> <li>5. Drafts letters and memoranda for the Legal Department;</li> <li>6. Coordinates meetings of the Legal Department;</li> <li>7. Maintains files and documents of the Legal Department;</li> <li>8. Prepares power point presentations, travel documents and other administrative documents of the Legal Department;</li> <li>9. Assists clients of the Legal Department and assists in the release of title of CMP member-beneficiaries;</li> <li>10. Receives and routes memoranda and other important documents to concerned departments;</li> <li>11. Answers and screens in-coming calls; and,</li> <li>12. Performs other related tasks that may be assigned by the Manager of the Legal Department from time to time.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: Bachelor's Degree relevant to the job.</p> <p>Experience: at least two (2) years of relevant experience.</p> <p>Training: at least eight (8) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of administrative and clerical procedures such as word processing and managing of files and minutes preparation;</li> <li>2. MS Office application; and,</li> <li>3. Customer service skills.</li> </ol>	
--------------------------	---	--

<p>TFRMA (6);</p>	<p><b>Technical Staff 4</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Provides assistance to CAs/MBs and Originators in facilitating and addressing their requests and complaints and/or by endorsing to concerned departments;</li> <li>2. Prepares reconstructing schedules and journal entries;</li> <li>3. Conducts on-site orientations, dialogues, meetings and occupancy validations;</li> <li>4. Prepares and monitors demand letters to delinquent borrowers based on prescribed schedules and monitors its issuances;</li> <li>5. Assists through mediation in the resolution/settlement of issues among CA members and recalcitrant-members;</li> <li>6. Assists CAs per their request in their conduct of credible election in partnership with NGOs, LGUs and HLURB;</li> <li>7. Performs such other functions that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standard</b></p> <p>Education: Bachelor's degree relevant to the job  Experience: at least two (2) years relevant work experience  Training: at least (8) hours relevant training</p> <p><b>C. Skills, Knowledge, Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge in MS Office applications such as Excel, etc. and/or basic programming language</li> <li>2. Ability to work with little or no supervision</li> <li>3. Customer relation management service skills</li> <li>4. Proficient in oral and written communication</li> </ol>	
<p>FCD (1);</p>	<p><b><u>Technical Staff 3 – (14 personnel)</u></b></p> <p><b>Accounting Staff</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Handles cash disbursement journals/books;</li> <li>2. Assists in the reconciliation of general and subsiding ledger balances;</li> <li>3. Monitors BIR remittances;</li> <li>4. Assists in the preparation of the bank reconciliation statements;</li> </ol>	

<p>HDH (5)</p>	<ol style="list-style-type: none"> <li>5. Prepares various schedules to support the financial statements; and,</li> <li>6. Performs other related functions that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: Bachelor’s Degree Relevant to the job, preferably BS Accountancy.  Experience: At least one (1) year of relevant experience.  Training: At least four (4) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of accounting principles and practices;</li> <li>2. Knowledge of administrative and clerical procedures such as word processing and managing of files;</li> <li>3. Knowledge in government accounting and auditing principles; and,</li> <li>4. Computer literate.</li> </ol> <p><b>Technical Staff 3</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Facilitates compliances of the projects with technical, legal, documentary and other requirements by assisting implementing partners (CAs/HOAs/NGOs) obtain the required document prior to the submission of loan applications and throughout the project development process.</li> <li>2. Assist the SHFC partners in developing their knowledge and skills on project development, resource mobilization, site or land development planning, among others;</li> <li>3. Facilitates the project implementation for new products and/or schemes;</li> <li>4. Conducts initial interview of community associations and organizations being applied for enrollment based on the checklist of requirements approved for the Program;</li> </ol>	
----------------	---	--

	<ol style="list-style-type: none"> <li>5. Reviews results of the pilot implementation and provides inputs on how the current policies can be enhanced.</li> <li>6. Conducts meetings/consultations to aid CAs/HOAs in developing their proposed cor pipeline projects;</li> <li>7. Assist in the conduct of BI of CAs and mobilizers and in the initial review of the same to ensure compliance with program requirements and guidelines;</li> <li>8. Prepares regular monitoring reports on the status of concerned projects, identify critical bottlenecks in implementation and recommend measures for addressing these;</li> <li>9. Report/record and monitor the project status and ensure member awareness on their obligation;</li> <li>10. Performs other functions that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Bachelor's degree relevant to the job</p> <p>At least one (1) year of relevant work experience.</p> <p>At least four (4) hours of relevant training</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge in community organizing, social preparation, project development, resource mobilization and community assessment.</li> <li>2. Well organized, analytical, able to plan work assignments; gather, evaluate and integrate information and assess situations.</li> <li>3. Problem solving skills; good oral and written communication, negotiation and interpersonal skills;</li> <li>4. With background in community financing/can access or mobilize resources.</li> <li>5. With strong sense of responsibility, result oriented and able to work under pressure;</li> <li>6. Courteous, trustworthy and customer oriented.</li> </ol>	
--	--	--

<p>HR (1)</p>	<p><b>Technical Staff 3</b></p> <p><b>A. Scope of Work</b></p> <p><u>Training and Development</u></p> <ol style="list-style-type: none"> <li>1. Arranges logistics needed for in-house training programs, participants' payments and records needed by training firms for public seminars;</li> <li>2. Prepares and checks training materials such as outlines, texts and hand outs prepared by instructors;</li> <li>3. Organizes, develops and obtains training procedure manuals, guides and course materials such as hand-outs and other visual aids;</li> <li>4. Coordinates and works with Group Heads, Managers, Chiefs of Division and Resource Persons with regard to training programs to be conducted/facilitated to ensure its smooth implementation;</li> <li>5. Compiles training modules and materials acquired by the agency for both the in-house and external seminars; and</li> <li>6. Monitors, evaluates and records training programs to determine the training effectiveness and its impact to the organization.</li> </ol> <p><u>Performance Management</u></p> <ol style="list-style-type: none"> <li>1. Coordinates with Managers and Division Chiefs of all departments/divisions for the implementation of PMS's activities;</li> <li>2. Collects, verifies and compiles submitted accomplished employees' performance appraisal;</li> <li>3. Records and updates performance appraisal rating of all employees on database on per semester basis;</li> <li>4. Summarizes employees' rating, evaluates rater and rater's comments and communicates the results to immediate supervisor; and</li> <li>5. Files and safe keeps PA forms and other communications related to employees' performance.</li> </ol> <p><u>Competency Based System</u></p> <ol style="list-style-type: none"> <li>1. Assists the HR Officer in the development of Competency Framework, Competency Matrix and Profiling, and Competency Based JD and Qualification Standards.</li> <li>2. Serves as the Custodian of the Competency</li> </ol>	
---------------	--	--

<p>Insurance (1)</p>	<p>Matrix and Profiling; and Competency Based JDs and Qualification Standards.</p> <p>3. Assist various unit/division heads in assigning competency levels.</p> <p><b>B. Qualification Standard</b></p> <p>Education: Bachelor’s degree relevant to the job</p> <p>Experience: at least one (1) year of relevant experience</p> <p>Training: at least four (4) hours of relevant training</p> <p><b>C. Skills, Knowledge and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Proficiency in MS Office Application (Word, PowerPoint, Windows Moviemaker)</li> <li>2. Advanced skills in MS Excel particularly in data manipulation</li> <li>3. Data gathering and analysis skills, has a good interpersonal relationship skill</li> <li>4. Good communication skills (oral and written); with proficiency in writing business correspondence</li> <li>5. Adaptable, Results and Quality-oriented, Committed, Organized, Dynamic/Self-motivated, Team player, With keen attention to details</li> <li>6. Has sense of urgency, Persistent (especially in making constant follow-up)</li> </ol> <p><b>Technical Staff 3</b></p> <p><b>A. Scope of work</b></p> <ol style="list-style-type: none"> <li>1. Assists the borrowers or heirs with regard to their problems/requirements for MRI/Fire claim (15 borrower/day).</li> <li>2. Answers phone queries with regards to the status of claims or requirements for MRI/Fire claim (5 callers).</li> <li>3. Prepares the following reports: <ol style="list-style-type: none"> <li>3.1 Regular Accounts (Taken-out projects Year 1994-onwards) 200,000 MBs <ol style="list-style-type: none"> <li>a. Accounts for the unadjusted beginning balances of all the CMP projects from the previous reports</li> <li>b. Gathers the following schedules/reports: <ol style="list-style-type: none"> <li>b.1 Adjustment due to adjusted Loan Value</li> <li>b.2 Adjustment due to Amended/Corrected master list</li> </ol> </li> </ol> </li> </ol> </li> </ol>	
----------------------	--	--

	<ul style="list-style-type: none"> <li>b.3 Exclusion due to Full Payments</li> <li>b.4 Exclusion due to death of borrower</li> <li>b.5 Exclusion due to Expired Term</li> <li>b.6 Exclusion due to past due accounts</li> <li>b.7 Exclusion due to loan restructuring</li> <li>c. Updates account in cases of substitution and adjusted loan value</li> <li>d. Additional MRI coverage for new take-out projects</li> </ul> <ol style="list-style-type: none"> <li>4. Updates accounts by deleting from MRI Coverage due to Full Payment, MRI Claim, Expired Term and Restructuring</li> <li>5. Coordinates with AMD/PID/ROD/FCD and regional offices to reconcile MRI premiums paid by the member-beneficiaries as against the amount remitted to the insurer.</li> <li>6. Acts as resource speaker in the Training/Seminar regarding MRI coverage</li> <li>7. Maintains complete records necessary of all renewed accounts for payment of MRI claims.</li> <li>8. Performs such other related functions that may be assigned from time to time</li> </ol> <p><b>B. Qualification standards</b></p> <p>Education: Bachelor's degree relevant to the job, preferably B.S. Mathematics, Computer Science or Business Administration.</p> <p>Experience: At least one (1) year of relevant experience.</p> <p>Training: At least four (4) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, stenography and transcription, designing forms, and other office procedures and terminology;</li> <li>2. Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar;</li> <li>3. Ability to interact and communicate</li> </ol>	
--	---	--

<p>PID (1)</p>	<p>effectively; and,</p> <p>4. Knowledge of personal computers and software application.</p> <p><b>Technical Staff 3</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Counsels walk in clients (CA/MBs) on their inquiries related to project individualization;</li> <li>2. Monitors taken out projects, which are ready for individualization. Notifies CA to initiate individualization process;</li> <li>3. Evaluates documents submitted by CA/originators;</li> <li>4. Conducts on site orientations, dialogues and meetings to discuss project individualization;</li> <li>5. Prepares the final master list of beneficiaries and loan apportionment or adjusted loan value of individualized projects;</li> <li>6. Retrieves titles from the registry of deeds for individualization of mother titles and transfer into MB's name;</li> <li>7. Maintains complete and accurate files of project individualization records and documents; and,</li> <li>8. Performs other related tasks that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: Bachelor's Degree relevant to the job.</p> <p>Experience: At least one (1) year of relevant experience.</p> <p>Training: At least four (4) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of laws and government regulations;</li> <li>2. Knowledge of CMP guidelines;</li> <li>3. Ability to determine questioned documents and detect forgery;</li> <li>4. Ability for effective verbal and written communication;</li> <li>5. Ability to obtain information from all relevant sources;</li> <li>6. Ability to critically analyze documents and data;</li> </ol>	
----------------	--	--

<p>TSD (1)</p>	<ol style="list-style-type: none"> <li>7. Keen to details;</li> <li>8. Can work under pressure</li> <li>9. Knowledge of administrative and clerical procedures such as word processing and managing of files;</li> <li>10. MS Office application; and,</li> <li>11. Customer service skills.</li> </ol> <p><b>Technical Staff 3</b> <b>Appraiser</b></p> <p>A. Scope of work</p> <ol style="list-style-type: none"> <li>1. Responsible for the technical evaluation of properties in accordance with the Department's systems, procedures &amp; program terms and policies.</li> <li>2. Conducts site inspection, verification of titles, property's land use and appraisal of properties for acquisition thru CMP.</li> <li>3. Gathers and analyzes general and specific data necessary in the preparation of appraisal report.</li> <li>4. Prepares site inspection, title verification, appraisal and compliance report.</li> <li>5. Validates accomplishment/compliance documents submitted by the Originator/Developer and assesses its condition for purposes of loan release.</li> <li>6. Prepares project accomplishment/ compliance report;</li> <li>7. Prepares materials for presentation to the SHFC Board including maps, comparable CMP Projects within the vicinity &amp; photographs of projects endorsed for LOG approval.</li> <li>8. Undertakes a thorough evaluation of the site development and house construction cost estimates submitted by the Originator/CA to determine the technical feasibility of the proposed project.</li> <li>9. Checks the property's boundaries and configuration thru plotting and the accuracy of the technical description inscribed in the Transfer Certificates of Titles and approved subdivision plan as well as the total land area.</li> <li>10. Assists in the preparation of the Department's monthly report;</li> <li>11. Identifies issues/bottlenecks encountered in the valuation, appraisal process and recommends solution for such;</li> </ol>	
----------------	---	--

<p>Isabela (1); Cebu (2); CDO (1)</p>	<p>12. Updates the cost indicator manual. 13. Performs other related functions that may be assigned from time to time.</p> <p><b>B. Qualification Standards</b> Education: Bachelor's Degree relevant to the job preferably Civil Engineering or Geodetic Engineering. Experience: At least one (1) year of relevant experience Training: At least four (4) hours of relevant training</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge and application of engineering science and technology including the use of AutoCAD;</li> <li>2. Ability to gather and interpret relevant data;</li> <li>3. Knowledge of design techniques, technical plans, blueprints, engineering drawings and models;</li> </ol> <p><b>Technical Staff 3</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Conducts site visits, observations, research, study, profiling and analysis on the assigned accounts;</li> <li>2. Recommends strategies that are appropriate to the circumstances of a particular account;</li> <li>3. Meets with the CA and members to discuss and resolve issues arising and in connection to the CMP loan;</li> <li>4. Conducts on-site collection campaigns, orientation and dialogue with the CA;</li> <li>5. Conducts counseling of member beneficiaries;</li> <li>6. Processes mortgage withdrawal recommendation, penalty condonation applications and statement of accounts;</li> <li>7. Assists in the distribution of Statement of Accounts, individual ledgers and demand letters;</li> <li>8. Implements collection strategies of the ROD;</li> <li>9. Maintains and review CA records,</li> </ol>	
---	---	--

<p>CMD (2)</p>	<p>individual accounts of MB's and implement collection strategies of the corporation;</p> <ol style="list-style-type: none"> <li>10. Prepares daily/weekly collection reports;</li> <li>11. Encodes CMR;</li> <li>12. Perform cashiering functions for the regional office;</li> <li>13. Conducts background investigation and house to house validation;</li> <li>14. Prepares monthly collection report; and,</li> <li>15. Performs other related functions that may be assigned from time to time and demonstrates continuous effort in providing quality customer service.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: Bachelor's Degree relevant to the job.</p> <p>Experience: At least one (1) year of relevant experience.</p> <p>Training: At least four (4) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of collection strategies and techniques;</li> <li>2. Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, stenography and transcription, designing forms, and other office procedures and terminology;</li> <li>3. Ability to interact and communicate effectively;</li> <li>4. Well organized, result oriented and able to work under pressure; and,</li> <li>5. Willing to travel and render services during weekend.</li> </ol> <p><b><u>Technical Staff 2 (19 personnel)</u></b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Process MWRF of fully paid accounts/MRI Settlement of Accounts.</li> <li>2. Verifies and validates last payment record stated in the Statement of Account.</li> </ol>	
----------------	--	--

	<ol style="list-style-type: none"> <li>3. Examines the MWRF and checks the accuracy of the documents.</li> <li>4. Encodes and updates database of MWRF, prepare transmittal of verified MWRF to DCCD.</li> <li>5. Monitor all check deposits and prepares check deposits report</li> <li>6. Transmits collection documents (DCRs, CMR/ORs, RRs and Abstract of Collections) of in-house collection for COA to Finance &amp; Controllership Dept.</li> <li>7. Assists in monitoring the transmitted checks and vouchers pertaining to Regional Offices or with request from payees (i.e., landowners) and monitors the same for the returned of signed DVs for the received payment of payees and/or ORs, if necessary.</li> <li>8. Daily updates of monitoring survey for the results of satisfaction rating obtained from clients.</li> <li>9. Prepares transmittal of paid vouchers per month, with memo and schedules for COA and FCD.</li> <li>10. Serves as liaison with the depository banks/for various transactions, (ie., requests for MCs, checks for credit to salary of employees, and transmittal of communications.</li> <li>11. Performs other related functions that may be assigned from time to time and demonstrates continuous effort in providing quality customer service.</li> </ol> <p><b>B. Qualification Standards</b>  Education: Bachelor’s Degree relevant to the job.  Experience: At least one (1) year of relevant experience.  Training: At least four (4) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of computer applications (MS Office);</li> <li>2. Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, stenography and transcription, designing forms, and</li> </ol>	
--	---	--

<p>FCD (1)</p>	<p>other office procedures and terminology;</p> <ol style="list-style-type: none"> <li>3. Ability to interact and communicate effectively;</li> <li>4. Well organized, result oriented and able to work under pressure; and,</li> <li>5. Willing to travel and render services during weekend.</li> </ol> <p><b>Technical Staff 2</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Encodes disbursement vouchers to Cash Disbursement Journal;</li> <li>2. Assists in the maintenance of general ledgers;</li> <li>3. Prepares various schedules to support financial statements;</li> <li>4. Assists in the filing of disbursement vouchers for transmittal to COA; and,</li> <li>5. Performs such other related functions that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: Bachelor’s degree relevant to the job, preferably BS Accountancy.</p> <p>Experience: At least one (1) year of relevant experience.</p> <p>Training: At least four (4) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Basic knowledge in accounting principle and practise; and,</li> <li>2. Computer literate.</li> </ol>	
<p>HDH (1)</p>	<p><b>Technical Staff 2</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Conducts the servicing and monitoring of individual accounts;</li> <li>2. Sends/distributes billing notices and Statement of Accounts to the Community Association and individual member-beneficiaries;</li> <li>3. Counsels individual beneficiaries in the settlement of accounts;</li> <li>4. Checks the accuracy of total payments made against the abstract of collection and remittance reports;</li> <li>5. Coordinates with the Community Associations</li> </ol>	

<p>ISD (1)</p>	<p>the FCD's findings and/or discrepancy in the Community Mortgage Receipts (CMRs) against the abstract of collection and remittance reports;</p> <ol style="list-style-type: none"> <li>6. Conducts on-site collection campaigns as part of the collection strategy of the department; and</li> <li>7. Performs other functions that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standard</b></p> <p>Education: Bachelor's degree in Management, Accounting and other relevant courses</p> <p>Experience: At least one (1) year relevant experience</p> <p>Training: At least four (4) hours relevant training</p> <p><b>C. Skills, Knowledge and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Basic knowledge in accounting principle and practice</li> <li>2. Basic knowledge in the computation of CMP loan repayment term</li> <li>3. Computer literate</li> <li>4. Effective communication skills</li> <li>5. Ability to resolve conflicts and to negotiate, has social perceptiveness</li> <li>6. Can easily deal with different individuals</li> <li>7. Can control anger and does not exhibit aggressive behavior</li> </ol> <p><b>Technical Staff 2</b></p> <p><b>A. Scope of work</b></p> <ol style="list-style-type: none"> <li>1. Collaborates with senior staff in preparing and modifying computer systems design and computer programs;</li> <li>2. Studies systems specifications to determine whether all required elements are included. Consults clients to gather information about the systems;</li> <li>3. Documents requirements for data, workflow, logic processes, hardware and operating systems environment, interfaces with other systems, internal and external controls and outputs;</li> <li>4. Uses programming language to code computer instructions. Utilizes special programming techniques to achieve the</li> </ol>	
----------------	--	--

<p>LCMP (1)</p>	<p>most effective program;</p> <ol style="list-style-type: none"> <li>5. Tests and debugs computer programs;</li> <li>6. Suggests modifications to existing programs to conform to systems changes or to develop improvements in the existing programs;</li> <li>7. Assists program users in resolving problems related to computer programs and software;</li> <li>8. Files, records and documents all changes and corrections to computer programs and designs; and,</li> <li>9. Performs other related functions that may be assigned from time to time and demonstrates continuous effort in providing quality customer service.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: Bachelor’s Degree relevant to the job, preferably Computer Engineering; Computer Systems Designs and Programming or Computer Science.</p> <p>Experience: At least one (1) year of relevant experience.</p> <p>Training: At least four (4) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of circuit boards, processors, electronic equipment, computer hardware, and software, including application and programming;</li> <li>2. Skilled in writing programs for various purposes;</li> <li>3. Ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules; and,</li> <li>4. Ability to identify information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.</li> </ol> <p><b>Technical Staff 2</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Provides technical and support services for the Manager of the Legal Department;</li> <li>2. Facilitates the annotation of titles in favor of the Corporation;</li> <li>3. Educates the CA, originators and other</li> </ol>	
-----------------	--	--

	<p>concerned parties as regards required documents for submission;</p> <ol style="list-style-type: none"> <li>4. Performs processing of necessary Bureau of Internal Revenue documentation and other government required documentations;</li> <li>5. Transacts with the Registry of Deeds to facilitate the processing and transfer of title under the name of the CA concerned;</li> <li>6. Prepares the certification of the CMP-Unit for processing of payment for expenses in the transfer of title and annotation of the Real Estate Mortgage;</li> <li>7. Prepares the voucher for payment of the Loan Assistance and advance payments;</li> <li>8. Ensures that all documents issued by the Registry of Deeds are in order prior to the endorsement of the project to the MED;</li> <li>9. Answers telephone inquiry and gives accurate information; and,</li> <li>10. Performs other related functions that may be assigned by the Manager of the Legal Department from time to time and demonstrates continuous effort in providing quality customer service.</li> </ol> <p><b>B. Qualification Standards</b>  Education: Bachelor’s Degree relevant to the job.  Experience: At least one (1) year of relevant experience.  Training: At least four (4) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of laws and government regulations;</li> <li>2. Knowledge of CMP guidelines;</li> <li>3. Ability to determine questioned documents and detect forgery;</li> <li>4. Ability for effective verbal and written communication;</li> <li>5. Ability to obtain information from all relevant sources;</li> <li>6. Ability to critically analyze documents and data;</li> <li>7. Attention to details;</li> <li>8. Can work under pressure;</li> </ol>	
--	---	--

<p>MED VisMin (2); OVP Legal/LPG VisMin (3); Bacolod (1); Cebu (1); CDO (2)</p>	<p>9. Knowledge of administrative and clerical procedures such as word processing and managing of files; 10. MS Office application; and, 11. Customer service skills.</p> <p><b>Technical Staff 2</b> <b>A. Scope of work</b></p> <ol style="list-style-type: none"> <li>1. Counsels member beneficiaries and officers of Community Associations as regards to their loan payment;</li> <li>2. Conducts on-site collection campaign, in-house and on-site orientation as part of the collection strategy of the Department;</li> <li>3. Undertakes the processing of TCT releases &amp; refund of member beneficiaries;</li> <li>4. Prepares demand letters, billing notices, statement of accounts and loan restructuring documents;</li> <li>5. Types, sorts and files loan documents and other related records; and</li> <li>6. Performs other functions that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standards</b> Education: Bachelor's degree Work experience: at least one (1) year of relevant experience Training: at least four (4) hours of relevant training</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Computer Literate</li> <li>2. Ability to work with little or no supervision</li> <li>3. Dependability, Honesty, Proactive attitude and willing to work</li> </ol>	
<p>Legal Department (3)</p>	<p><b>Technical Staff 2</b> <b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Maintains and calendars the activities of the Manager of the Legal Department;</li> <li>2. Provides technical and support services for the Manager of the Legal Department;</li> <li>3. Takes dictations and transcribes proceedings of meetings;</li> <li>4. Prepares minutes of the meeting for the Legal Department and the BAC</li> </ol>	

<p>Office of the Board Secretary (1)</p>	<p>Secretariat;</p> <ol style="list-style-type: none"> <li>5. Drafts letters and memoranda for the Legal Department;</li> <li>6. Coordinates meetings of the Legal Department;</li> <li>7. Maintains files and documents of the Legal Department;</li> <li>8. Prepares power point presentations, travel documents and other administrative documents of the Legal Department;</li> <li>9. Assists clients of the Legal Department and assists in the release of title of CMP member-beneficiaries;</li> <li>10. Receives and routes memoranda and other important documents to concerned departments;</li> <li>11. Answers and screens in-coming calls; and,</li> <li>12. Performs other related tasks that may be assigned by the Manager of the Legal Department from time to time.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: Bachelor’s Degree relevant to the job.</p> <p>Experience: At least one (1) year of relevant experience.</p> <p>Training: At least four (4) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of administrative and clerical procedures such as word processing and managing of files and minutes preparation;</li> <li>2. MS Office application; and,</li> <li>3. Customer service skills.</li> </ol> <p><b>Technical Staff 2</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Provides assistance to the Board Secretary in the performance of corporate functions;</li> <li>2. Attends to the administrative needs, supply and other logistical requirements of the OBS;</li> <li>3. Distributes materials to all members of the Board and committees;</li> </ol>	
--	--	--

	<ol style="list-style-type: none"> <li>4. Drafts notices for all Board and committee meetings;</li> <li>5. Collates reports from various departments for the information of the Board Secretary;</li> <li>6. Coordinates schedules of meetings, appointments, commitments and activities of the Board Secretary;</li> <li>7. Maintains and safekeeps all documents for reference of the Board Secretary;</li> <li>8. Receives all incoming documents such as Board materials, corporate issuances such as office orders and circulars for filing;</li> <li>9. Dispatches outgoing communications for Members of the Board and group / departments from the Board Secretary;</li> <li>10. Answers and screens all incoming calls for the Board Secretary / proceedings;</li> <li>11. Responds to all phone inquiries that pertains to OBS;</li> <li>12. Conducts follow ups with concerned group and departments compliances and other pertinent matters being required by the Board Secretary;</li> <li>13. Drafts correspondences, reports and other documents as directed;</li> <li>14. Transcribes audio recordings of Board Meetings;</li> <li>15. Prepares necessary documents needed for the liquidation of cash advances;</li> <li>16. Drafts memoranda and other correspondences as directed by the Legal Counsel;</li> <li>17. Prepares transcripts of recorded notes; and,</li> <li>18. Performs such other related functions that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: Bachelor’s Degree relevant to the job.</p> <p>Experience: At least one (1) year of relevant experience.</p> <p>Training: At least four (4) hours of relevant training.</p>	
--	--	--

<p>AMD (2)</p>	<p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of administrative and clerical procedures such as word processing and managing of files;</li> <li>2. MS Office application; and,</li> <li>3. Skills to transcribe notes in order to summarize the topics of discussions and provide attendees with a written record of the meeting.</li> </ol> <p><b><u>Technical Staff I (20 personnel)</u></b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Meets with the CA and members to discuss and resolve issues arising and in connection to CMP loan;</li> <li>2. Conducts on-site collection campaigns, orientation and dialogue with the CA;</li> <li>3. Conducts counseling of MB's;</li> <li>4. Processes mortgage withdrawal recommendation, penalty condonation applications and statement of accounts;</li> <li>5. Assists in the distribution of Statement of Accounts, individual ledgers and demand letters;</li> <li>6. Implements collection strategies of the AMD;</li> <li>7. Acts as Officer-of-day at least once every month; and,</li> <li>8. Performs other related functions that may be assigned from time to time and demonstrates continuous effort in providing quality customer service.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: Bachelor's Degree relevant to the job.</p> <p>Experience: At least six (6) months of relevant experience.</p> <p>Training: At least four (4) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of collection strategies and techniques;</li> <li>2. Knowledge of administrative and clerical procedures and systems such as word processing, managing files</li> </ol>	
----------------	--	--

<p>FCD (8)</p>	<p>and records, stenography and transcription, designing forms, and other office procedures and terminology;</p> <ol style="list-style-type: none"> <li>3. Ability to interact and communicate effectively;</li> <li>4. Well organized, result oriented and able to work under pressure; and,</li> <li>5. Willing to travel and render services during weekend.</li> </ol> <p><b>Technical Staff 1</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Encodes amortization payments to individual loan ledgers;</li> <li>2. Checks and ensures the accuracy of encoded data;</li> <li>3. Prepares statement of accounts and statement of payments and applications; and</li> <li>4. Files collection documents properly; and,</li> <li>5. Performs other related functions that may be assigned from time to time and demonstrates continuous effort in providing quality customer service.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: Bachelor’s degree relevant to the job.  Experience: At least six (6) months of relevant experience.  Training: At least four (4) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge clerical procedures;</li> <li>2. Knowledge of personal computers and software application; and,</li> <li>3. Good communication skills.</li> </ol>	
<p>GSD (1)</p>	<p><b>Technical Staff 1</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Attends to the administrative needs, supply and other logistical requirements of the office ;</li> <li>2. Attends to specific directives and instructions from the Vice President.</li> <li>3. Collates, monitors and maintains files of reports from various operating groups for the notation and information of the Vice President;</li> </ol>	

<p>HR (2)</p>	<ol style="list-style-type: none"> <li>4. Coordinates activities of the different departments under the Group and monitors the implementation of the same in compliance with the directives of the Vice President;</li> <li>5. Monitors and organizes schedule of the Vice President for the information and guidance of the staff and other persons concerned;</li> <li>6. Responsible in the maintenance of record-keeping and data reference for the Vice-President;</li> <li>7. Performs other related tasks that may be assigned by the Manager of the Legal Department from time to time.</li> </ol> <p><b>B. Qualification Standards</b>  Education: Bachelor’s Degree relevant to the job.  Experience: At least one (1) year of relevant experience.  Training: At least four (4) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of administrative and clerical procedures such as word processing and managing of files and minutes preparation;</li> <li>2. MS Office application; and,</li> <li>3. Customer service skills.</li> </ol> <p><b>Technical Staff 1</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Prepares and monitors Personnel Requisition Form;</li> <li>2. Prepares post and route publication of vacant Plantilla position;</li> <li>3. Prepares and scans endorsement slip for online testing;</li> <li>4. Prepares panel and selection board documents;</li> <li>5. Assists in panel interview and selection board meeting;</li> <li>6. Prepares documents for newly hired employees (Notice of Assumption, Contract, and report for work);</li> <li>7. Prepares Notice of Regularization, Personnel Movement for regularization, Letter of</li> </ol>	
---------------	---	--

	<p>regularization, Letter of extension and Letter of acceptance (resigned employees);</p> <ol style="list-style-type: none"> <li>8. Prepares personnel movement for step increment due to length of service;</li> <li>9. Monitors and updates step increment monitoring;</li> <li>10. Prepares consultant's voucher and filing of consultant's accomplishment report;</li> <li>11. Prepares certificate of completion of required hours and certificate of hours to be paid for OJT;</li> <li>12. Prepares OJT's voucher;</li> <li>13. Consolidates DTR, OB form, Leave application, OT request and accomplishment report of regional employees;</li> <li>14. Ensures OB form, leave application, OT request and accomplishment report are approved</li> <li>15. Prepares timesheet and ensures correct time in and out of regional employees;</li> <li>16. Scans and emails timesheet to the regional email addresses;</li> <li>17. Ensures all timesheet are signed by the respective regional employees;</li> <li>18. Prepares payroll; and</li> <li>19. Performs other tasks that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standard</b></p> <p>Education: Bachelor's degree relevant to the job  Experience: at least six (6) months of relevant experience  Training: at least four (4) hours of relevant training</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Basic knowledge in timekeeping and payroll; Records Management; Business correspondence;</li> <li>2. Use of MS Excel and MS Word for report preparation, monitoring and updating of records</li> <li>3. With good verbal and written skills</li> <li>4. Observe good working standards; Has initiative</li> <li>5. Result-oriented, can work with minimum supervision</li> </ol>	
--	--	--

<p>Insurance (3)</p>	<p><b>Technical Staff 1</b></p> <p><b>A. Scope of work</b></p> <ol style="list-style-type: none"> <li>1. Assists the borrowers or heirs with regard to their problems/requirements for MRI/Fire claim.</li> <li>2. Answers phone queries with regards to the status of claims or requirements for MRI/Fire claim.</li> <li>3. Receives/records/monitors/files request (MWRFs) for refund of prepaid MRI/FIRE premiums payment after full payment.</li> <li>4. Prepares computation of unexpired portions of MRI/FIRE premium with corresponding computation form.</li> <li>5. Stamps MWRF Form (Box B) for comments/recommendation based on the Board Resolution No.082 dated March 21,2007</li> <li>6. Maintains/updates a complete file of records necessary for orderly transaction of business</li> <li>7. Performs such other related functions that may be assigned from time to time</li> </ol> <p><b>B. Qualification standards</b></p> <p>Education: Bachelor’s degree relevant to the job.  Experience: At least six (6) months of relevant experience.  Training: At least four (4) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, stenography and transcription, designing forms, and other office procedures and terminology;</li> <li>2. Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar;</li> <li>3. Ability to interact and communicate effectively; and,</li> <li>4. Knowledge of personal computers and software application.</li> </ol>	
----------------------	--	--

<p>ISD (1)</p>	<p><b>Technical Staff 1</b></p> <p><b>A. Scope of work</b></p> <ol style="list-style-type: none"> <li>1. Collaborates with senior staff in preparing and modifying computer systems design and computer programs;</li> <li>2. Studies systems specifications to determine whether all required elements are included. Consults clients to gather information about the systems;</li> <li>3. Documents requirements for data, workflow, logic processes, hardware and operating systems environment, interfaces with other systems, internal and external controls and outputs;</li> <li>4. Uses programming language to code computer instructions. Utilizes special programming techniques to achieve the most effective program;</li> <li>5. Tests and debugs computer programs;</li> <li>6. Suggests modifications to existing programs to conform to systems changes or to develop improvements in the existing programs;</li> <li>7. Assists program users in resolving problems related to computer programs and software;</li> <li>8. Files, records and documents all changes and corrections to computer programs and designs; and,</li> <li>9. Performs other related functions that may be assigned from time to time and demonstrates continuous effort in providing quality customer service.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: Bachelor’s Degree relevant to the job, preferably Computer Engineering; Computer Systems Designs and Programming or Computer Science.</p> <p>Experience: At least six (6) months of relevant experience.</p> <p>Training: At least four (4) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of circuit boards, processors, electronic equipment, computer hardware, and software, including application and programming;</li> <li>2. Skilled in writing programs for various purposes;</li> </ol>	
----------------	--	--

<p>ROD (1); Isabela (1); Naga (1)</p>	<p>3. Ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules; and,</p> <p>4. Ability to identify information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.</p> <p><b>Technical Staff 1</b></p> <p><b>A. Scope of work</b></p> <ol style="list-style-type: none"> <li>1. Counsels CA officers and member either walk-in or by phone.</li> <li>2. Process MWRP for the release of TCTs of fully paid accounts, applications of loan restructuring and penalty condonation.</li> <li>3. Conducts on-site collection campaign.</li> <li>4. Checks and review collection statistics and reports to determine collection status.</li> <li>5. Prepares and monitors demand letters to delinquent borrowers based on prescribed schedules and monitors its issuances.</li> <li>6. Examine collection records of all on-going projects.</li> <li>7. Accomplishes and maintains status of borrowers loan account.</li> <li>8. Prepares reports required by management and other offices/units of SHFC</li> <li>9. Oversee the continues operation of the Department in the absence of the Team leader</li> <li>10. Performs such other functions that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: Bachelor’s Degree relevant to the job, preferably Computer Engineering; Computer Systems Designs and Programming or Computer Science.</p> <p>Experience: At least six (6) months of relevant experience.</p> <p>Training: At least four (4) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, stenography and transcription, designing forms, and other office procedures and terminology;</li> <li>2. Knowledge of the structure and content of the English language including the meaning</li> </ol>	
---	---	--

<p>FCD (3); HDH (1);  LCMP (1); OBS (1);  OVP/LPG (1); ROD  (2); TAD (1);  TSD(1); OVP-  LEGAL/LPG  VISMIN (1);  DAVAO (2);  ILOILO(2);  PALAWAN(1);  ZAMBOANGA(1)</p>	<p>and spelling of words, rules of composition, and grammar;</p> <ol style="list-style-type: none"> <li>3. Ability to interact and communicate effectively; and,</li> <li>4. Knowledge of personal computers and software application.</li> </ol> <p><b><u>Clerk (18 personnel)</u></b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Performs general office tasks that may include records keeping, filing and other administrative tasks;</li> <li>2. Provides technical assistance to senior staff;</li> <li>3. Compose correspondences and prepares vouchers as directed;</li> <li>4. Files receipts and other records in alphabetical or numerical order or according to the filing system established by the Department;</li> <li>5. Locates and retrieves documents from file when requested;</li> <li>6. Operates office equipment such as fax machines, copiers and scanners;</li> <li>7. Answers telephones and gives information to callers, take messages or transfers calls to appropriate individuals;</li> <li>8. Types reports or correspondences using word processing equipment;</li> <li>9. Assists in the completion of reports and in data gathering;</li> <li>10. Makes and confirms appointments of senior staff as directed;</li> <li>11. Receives and routes variety of office documents under the direction and supervision of the head of unit;</li> <li>12. Greets visitors and callers, handle their inquiries, and direct them to the appropriate persons according to their needs;</li> <li>13. Sets up and maintain paper and electronic filing systems for records, correspondence, and other material;</li> <li>14. Locates and attach appropriate files to incoming correspondence requiring replies;</li> <li>15. Opens, reads, routes, and distributes incoming mail and other material and answer routine letters;</li> </ol>	
--	---	--

<p>GSD (9); HR (1)</p>	<p>16. Completes forms in accordance with company procedures;</p> <p>17. Makes copies of correspondence and other printed material; and,</p> <p>18. Performs other related functions that may be assigned from time to time and demonstrates continuous effort in providing quality customer service.</p> <p><b>B. Qualification Standards</b>  Education: Bachelor’s degree.  Experience: At least six (6) months of relevant experience.  Training: None required.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, stenography and transcription, designing forms, and other office procedures and terminology;</li> <li>2. Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar;</li> <li>3. Ability to interact and communicate effectively; and,</li> <li>4. Knowledge of personal computers and software application.</li> </ol> <p><b><u>Messenger (10 personnel)</u></b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Renders messengerial services to SHFC for the daily logistics and delivery needs and requirements of the Corporation;</li> <li>2. Ensures that documents and similar items for delivery are received by the recipient in proper order;</li> <li>3. Reports to the authorized officer of the corporation any incident effecting the documents or items for delivery; and,</li> <li>4. Performs other related tasks that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standards</b>  Education: At least 2<sup>nd</sup> year college  Experience: None required.  Training: None required.</p>	
------------------------	--	--

<p>GSD (1)</p>	<p><b>C. Knowledge, Skills, Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of metro manila roads, landmarks and main streets;</li> <li>2. Ability communicate effectively verbally and in writing; and,</li> <li>3. Respects confidentiality of documents.</li> </ol> <p><b>Master Electrician (1)</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Maintains current electrician’s license or identification card to meet governmental regulations;</li> <li>2. Connects wires to circuit breakers, transformers or other components;</li> <li>3. Repairs or replaces wiring, equipment and fixtures using hand tools and power tools;</li> <li>4. Assembles, installs, tests and maintains electrical or electronic wiring, equipment, appliances, apparatus and fixtures using hand tools and power tools;</li> <li>5. Tests electrical systems and continuity of circuits in electrical wiring, equipment, and fixtures using testing devices to ensure compatibility and safety system;</li> <li>6. Plans layout and installation of electrical wiring, equipment and fixture based on job specifications and local codes;</li> <li>7. Inspects electrical systems, equipment and components to identify hazards, defects and need for adjustment or repair and to ensure compliance with regulations;</li> <li>8. Diagnoses malfunctioning systems, apparatus and components using test equipment and hand tools to locate cause of breakdown and corrects the problem;</li> <li>9. Prepares sketches or follow blueprints to determine the location of wiring and equipment to ensure conformance to building and safety codes;</li> <li>10. Installs ground leads and connects power cables to the equipment when needed;</li> <li>11. Works from ladder, scaffolds and roofs to install, maintain or repair electrical wiring equipment and fixtures;</li> <li>12. Advises management on whether continued operation of equipment is</li> </ol>	
----------------	--	--

	<p>hazardous;</p> <p>13. Provides assistance during emergencies by operating floodlights and generators;</p> <p>14. Provides preliminary sketches and cost estimates for materials and services; and,</p> <p>15. Performs other related functions that may be assigned from time to time and demonstrates continuous effort in providing quality customer service.</p> <p><b>B. Qualification Standards</b></p> <p>Education: Any of the following technical background:</p> <p>a. Has completed at least three (3) years of a five-year Bachelor of Science in Electrical Engineering program or a three-year course in electrical engineering technology from an engineering school recognized by the Philippine government and, in addition, has a subsequent specific record of one (1) year practice in electrical wiring and installation, operation and maintenance of utilization devices and equipment; or</p> <p>b. Has graduated from a two-year electrician’s course of instruction from a vocational or trade school recognized by the Philippine government and, in addition, has at least two (2) years of apprenticeship after completion of the course of instruction on electrical installation, operation and maintenance of utilization devices and equipment.</p> <p>Experience: At least two (2) years of relevant experience.</p> <p>License: Must have a valid PRC license as master electrician.</p> <p>Training: At least sixteen (16) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <p>1. Knowledge of machines and tools, including their designs, uses, repair, and maintenance;</p> <p>2. Knowledge of materials, methods, and the tools involved in the construction or repair buildings or other structures ;</p>	
--	---	--

<p>GSD (1)</p>	<ol style="list-style-type: none"> <li>3. Knowledge of design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models; and,</li> <li>4. Knowledge of the practical application of engineering science and technology.</li> </ol> <p><b>Carpenter (1)</b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Repairs or replaces defective locks, hinges, cranks using hand tools or power tools;</li> <li>2. Applies paint to defects and polish to touch up the repaired area;</li> <li>3. Measures cut materials to determine conformance to specifications and applicable measuring tools;</li> <li>4. Removes surface defects using knife, scraper, wet sponge and sanding tools;</li> <li>5. Installs structures and fixtures such as roofing, walls, frames, ceiling, flooring (underlayment, tile and carpet), exterior and interior trim or hardware using carpenter’s hand and power tools;</li> <li>6. Aligns and fastens materials together using hand tools and power tools to form bracing; and,</li> <li>7. Performs such other functions as may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: At least high school graduate.  Experience: At least one (1) year of relevant experience.  Training: None required.</p> <p><b>C. Knowledge, Skills, Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of materials, methods and tools used in the repair and maintenance of fixtures;</li> <li>2. Familiarity and knowledge on measuring tools; and,</li> <li>3. Can communicate effectively.</li> </ol>	
----------------	---	--

<p>GSD (1); OBS (1)</p>	<p><b><u>Mechanic-Driver/ Executive Driver</u></b> <b><u>(2 personnel)</u></b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Troubleshoots mechanical and electrical SHFC service units</li> <li>2. Drives SHFC service units and ensure that passengers reached their destinations safely;</li> <li>3. Recommends repair, overhaul, and adjustment of automobile brake systems;</li> <li>4. Recommends the repair and replacement of defective balljoint suspensions, brake shoes, and wheel bearings;</li> <li>5. Recommends the installation and repair of air conditioners, and service components such as compressors, condensers, and controls;</li> <li>6. Recommends the repair, replacement, and adjustment of defective carburetor parts and gasoline filters;</li> <li>7. Checks and maintain cleanliness of the assigned vehicle;</li> <li>8. Checks and follows up service maintenance of the assigned vehicles;</li> <li>9. Reports to authorized officers any untoward incident related to the service units and trip itineraries;</li> <li>10. Performs such other services necessary for a safe trip and maintenance of the service vehicle; and,</li> <li>11. Performs other functions that may be assigned from time to time.</li> </ol> <p><b>B. Qualification Standards</b></p> <p>Education: At least 2<sup>nd</sup> year college or with units earned in automotive studies. Must have Certificate of Training from TESDA Accredited Auto Mechanic Training/s or Government Sponsored Auto Mechanic Training/s.</p> <p>Experience: At least two (2) years of relevant experience.</p> <p>License: Valid Professional Driver’s License.</p> <p>Training: At least sixteen (16) hours of relevant training. Must have attended TESDA required number of hours Auto Mechanic or its equivalent conducted by government agencies</p>	
-------------------------	--	--

<p>GSD (24)</p>	<p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge of machines and tools, including their designs, uses, repair, and maintenance;</li> <li>2. Operation of automatic and manual transmission vehicles and its features;</li> <li>3. Applicable LTO rules and regulations and ordinances related to road safety;</li> <li>4. Driving principles and practices;</li> <li>5. Principles and practices on highway safety;</li> <li>6. Familiarity with road signs;</li> <li>7. Capable of interpreting road maps;</li> <li>8. Car tools and equipment; and,</li> <li>9. Can recognize vehicle warning signs and maintenance needs.</li> </ol> <p><b><u>Driver – H.O. Office &amp; Regional</u></b></p> <p><b>A. Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. Drives SHFC service units and ensure that passengers reached their destinations safely;</li> <li>2. Recommends repair, overhaul, and adjustment of automobile brake systems;</li> <li>3. Recommends the repair and replacement of defective balljoint suspensions, brake shoes, and wheel bearings;</li> <li>4. Recommends the installation and repair of air conditioners, and service components such as compressors, condensers, and controls;</li> <li>5. Recommends the repair, replacement, and adjustment of defective carburettor parts and gasoline filters;</li> <li>6. Checks and maintain cleanliness of the assigned vehicle;</li> <li>7. Checks and follows up service maintenance of the assigned vehicles;</li> <li>8. Reports to authorized officers any untoward incident related to the service units and trip itineraries;</li> <li>9. Performs such other services necessary for a safe trip and maintenance of the service vehicle; and,</li> <li>10. Performs other functions that may be assigned from time to time.</li> </ol>	
-----------------	--	--

<p>GSD (7); Bacolod (1); Davao (1); Cebu (1); GenSan (1); Iloilo (1); CDO (1); Zamboanga (1)</p>	<p><b>B. Qualification Standards</b>  Education: At least 2<sup>nd</sup> year college or with units earned in automotive studies.  Experience: At least two (2) years of relevant experience.  License: Valid Professional Driver’s License.  Training: At least sixteen (16) hours of relevant training.</p> <p><b>C. Knowledge, Skills and Attitude</b></p> <ol style="list-style-type: none"> <li>10. Knowledge of machines and tools, including their designs, uses, repair, and maintenance;</li> <li>11. Operation of automatic and manual transmission vehicles and its features;</li> <li>12. Applicable LTO rules and regulations and ordinances related to road safety;</li> <li>13. Driving principles and practices;</li> <li>14. Principles and practices on highway safety;</li> <li>15. Familiarity with road signs;</li> <li>16. Capable of interpreting road maps;</li> <li>17. Car tools and equipment; and,</li> <li>18. Can recognize vehicle warning signs and maintenance</li> </ol> <p><b><u>Janitor (14 personnel)</u></b></p> <p><b>A. Scope of Work</b>  Work Schedule: Sunday – Friday; 7:00am to 4:00pm daily.</p> <ol style="list-style-type: none"> <li>1. Sweeping, spot scrubbing, mopping and polishing of floors, stairways, lobby, halls, offices, conference rooms and elevators;</li> <li>2. Dusting, wiping, and polishing of furniture, counters and other office fixtures;</li> <li>3. Emptying, cleaning of ashtrays and waste containers, picking of cigarette butts from sand urn and disposal of trash;</li> <li>4. Cleaning and disinfecting of toilet and washrooms, wiping of wash basins and toilet fixtures;</li> <li>5. Cleaning and polishing of glass doors, glass partitions and brass attachments;</li> <li>6. Dish washing of cups and other kitchen utensils;</li> <li>7. Spot cleaning of walls;</li> <li>8. Assisting in the movement and setting up</li> </ol>	
--	---	--

	<p>of office furniture and materials during trainings and special events;</p> <ol style="list-style-type: none"> <li>9. Watering, cleaning and performing all other services for the proper maintenance of plants; and,</li> <li>10. Performs other related tasks that may be assigned from time to time.</li> </ol> <p>Weekly</p> <ol style="list-style-type: none"> <li>1. Through washing, scrubbing and stripping of old wax on all floors;</li> <li>2. Refinishing, waxing and polishing of floors, furniture and fixtures;</li> <li>3. Cleaning of walls, ceiling, doors, sun buffers, windows, blinds, frames and other sectional partitions;</li> <li>4. Polishing of all railings, counters, door knobs and glass partitions;</li> <li>5. Dusting, washing and cleaning of light diffusers, other lighting fixtures and electric fans; and,</li> <li>6. Performs such other tasks necessary for the proper maintenance and cleanliness of office area and building premises.</li> </ol> <p>Monthly</p> <ol style="list-style-type: none"> <li>1. Cleaning of ornamental plants;</li> <li>2. Vacuuming and shampooing of carpeted areas and fabric upholstered furniture;</li> <li>3. Conduct general cleaning; and,</li> <li>4. Apply insecticide.</li> </ol> <p><b>B. Qualification Standards</b>  Education: At least high school graduate.  Experience: At least three (3) months of relevant experience.  Training: None required.</p> <p><b>C. Knowledge, Skills, Attitude</b></p> <ol style="list-style-type: none"> <li>1. Knowledge in administrative and clerical procedures.</li> <li>2. Ability to multitask, trustworthy, hardworking and punctual.</li> <li>3. Can deal well with people of different background.</li> </ol>	
--	--	--

*Attachment I p.1*

*Attachment I p.2*

*Attachment I p.3*

*Attachment 2*

***Section VIII.  
Bidding Forms***

## TABLE OF CONTENTS

<b>Bid Form</b>	<b>114</b>
<b>Contract Agreement Form</b>	<b>115</b>
<b>Omnibus Sworn Statement</b>	<b>116</b>
<b>Bank Guarantee Form for Advance Payment</b>	<b>118</b>
<b>Bid Securing Declaration</b>	<b>119</b>

## Bid Form

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

To: **SOCIAL HOUSING FINANCE CORPORATION**  
*6<sup>th</sup> Floor, BDO Plaza, 8737 Paseo De Roxas, Makati City*

Gentlemen and/or Ladies:

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

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>1</sup>

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

(if none, state "None")

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

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

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

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

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

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

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

\_\_\_\_\_

## Contract Agreement Form

---

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

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **Project No. 2016-02: The Provision of Manpower and General Services for Social Housing Finance Corporation (SHFC) for One (1) Year** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Entity’s Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

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

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

## Omnibus Sworn Statement

---

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 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for PROJECT NO. 2016-02: **The Provision of Manpower and General Services for Social Housing Finance Corporation (SHFC) for One (1) Year;**

*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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *Select one, delete the rest:*

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the PROJECT NO. 2016-02: **The Provision of Manpower and General Services for Social Housing Finance Corporation (SHFC) for One (1) Year.**

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

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

[JURAT]

## Bank Guarantee Form for Advance Payment

---

To: **SOCIAL HOUSING FINANCE CORPORATION**  
*6<sup>th</sup> Floor, BDO Plaza, 8737 Paseo De Roxas, Makati City*  
**PROJECT NO. 2016-02: The Provision of Manpower and General Services for Social Housing Finance Corporation (SHFC) for One (1) Year.**

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

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

**x-----x**

**BID-SECURING DECLARATION**

**Invitation to Bid No.:** *[Insert reference number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of One (1) year upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1, and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:

(a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

(b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

(c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid<sup>4</sup>, 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]*.

**NAME OF BIDDER'S  
AUTHORIZED  
REPRESENTATIVE**  
Affiant

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

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

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

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

Page No. \_\_\_\_

Book No. \_\_\_\_

Series of \_\_\_\_