

# **BIDDING DOCUMENTS**

# **FOR**

PROJECT No. 2019-01: PROVISION OF MANPOWER AND GENERAL SERVICES FOR SOCIAL HOUSING FINANCE CORPORATION

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# Section I. Invitation to Bid





# Invitation to Bid for Project No. 2019-01: Provision for Manpower and General Services for Social Housing Finance Corporation

- 1. The Social Housing Finance Corporation (SHFC), through the Corporate Budget intends to apply the sum of One Hundred Twenty Eight Million Six Hundred Twenty Six Thousand Five Hundred Seventy Seven Pesos (Php128,626,577.00), Project No. 2019-01: The Provision of Manpower and General Services for SHFC being the Approved Budget for the Contract (ABC) to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
- 2. The SHFC now invites bids for the Provision of Manpower and General Services for Social Housing Finance Corporation. Delivery of the Goods is required within 30 calendar days upon receipt of 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 2016 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.
- 4. Interested bidders may obtain further information from *SHFC* and inspect the Bidding Documents at the address given below during 8:00 A.M. to 5:00 P.M..
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on *December 7, 2018* from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Fifty Thousand Pesos(Php50,000.00)*

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

- 6. The *SHFC* will hold a Pre-Bid Conference on *December 14, 2018, 10:00 A.M.* at *SHFC Director's Lounge, 5<sup>th</sup> Floor, BDO Plaza 8737 Paseo de Roxas, Makati City,* which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat at the address below on or before *December 27, 2018, 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 *December 27, 2018, 10:00 A.M.* at *SHFC Activity Area, 3rd 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. The *SHFC* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
- 10. For further information, please refer to:

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Social Housing Finance Corporation
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(T) +63 2 750 6337 (loc) 410 or 433
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www.shfcph.com

(Signed) **ATTY. JOSE D. MELGAREJO** *Chairperson, BAC* 

# Section II. Instructions to Bidders

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#### A. General

# 1. Scope of Bid

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

#### 2. Source of Funds

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

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

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

Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract:
- (v) "obstructive practice" is
  - deliberately destroying, falsifying, altering (aa) 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 to the administrative proceedings investigation or from pursuing such proceedings or investigation; or
  - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

#### 4. Conflict of Interest

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

interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
  - (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
  - (b) If the Bidder is a partnership, to all its officers and members;
  - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
  - (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and

(e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

# 5. Eligible Bidders

- 5.1. Unless otherwise provided in the **<u>BDS</u>**, the following persons shall be eligible to participate in this bidding:
  - (a) Duly licensed Filipino citizens/sole proprietorships;
  - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
  - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
  - (d) Cooperatives duly organized under the laws of the Philippines; and
  - (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
  - (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
  - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - (c) When the Goods sought to be procured are not available from local suppliers; or
  - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

5.4. Unless otherwise provided in the <u>BDS</u>, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the <u>BDS</u>.

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

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

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

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

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

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

# 6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
  - (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.

- (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

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

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

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

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

# 7. Origin of Goods

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

# **B.** Contents of Bidding Documents

#### 9. Pre-Bid Conference

- 9.1. (a) If so specified in the <u>BDS</u>, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
  - (b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3 Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

## 10. Clarification and Amendment of Bidding Documents

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

# C. Preparation of Bids

# 11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

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

- 12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:
  - (a) Eligibility Documents –

Class "A" Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

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

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

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

#### Class "B" Document:

(iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized

statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.

#### (b) Technical Documents –

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

# 13. Documents Comprising the Bid: Financial Component

- 13.1. Unless otherwise stated in the **<u>BDS</u>**, the financial component of the bid shall contain the following:
  - (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
  - (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
  - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

- (b) Unless otherwise indicated in the <u>BDS</u>, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
  - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
  - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
  - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
  - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
  - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

#### 14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

#### 15. Bid Prices

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

- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - (a) For Goods offered from within the Procuring Entity's country:
    - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
    - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
    - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - (iv) The price of other (incidental) services, if any, listed in the **BDS**.
  - (b) For Goods offered from abroad:
    - (i) Unless otherwise stated in the <u>BDS</u>, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the <u>BDS</u>. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - (ii) The price of other (incidental) services, if any, listed in the **BDS**.
  - (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations
- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A

bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

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

#### 16. Bid Currencies

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

## 17. Bid Validity

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

# 18. Bid Security

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

| Form of Bid Security  | Amount of Bid Security (Not Less than the Percentage of the ABC) |
|---|--|
| <ul> <li>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</li> <li>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</li> <li>(b) Bank draft/guarantee or</li> </ul> |  |
| irrevocable letter of credit issued<br>by a Universal or Commercial<br>Bank: Provided, however, that it<br>shall be confirmed or<br>authenticated by a Universal or<br>Commercial Bank, if issued by a<br>foreign bank.   | Two percent (2%)   |
| For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.   |  |
| (c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.   | Five percent (5%)  |

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

- government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.
- 18.2. The bid security should be valid for the period specified in the <u>BDS</u>. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
  - (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
    - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
    - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
    - (iv) submission of eligibility requirements containing false information or falsified documents:
    - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
    - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
    - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
    - (viii) refusal or failure to post the required performance security within the prescribed time;

- (ix) refusal to clarify or validate in writing its bid during postqualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
- (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

#### (b) if the successful Bidder:

- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
- (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

## 19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

# 20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 in one sealed envelope marked "ORIGINAL TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_ TECHNICAL COMPONENT" and "COPY NO. \_\_\_ FINANCIAL COMPONENT" and the outer envelope as "COPY NO. \_\_\_ ", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

#### 20.4. All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 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. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

# D. Submission and Opening of Bids

#### 21. Deadline for Submission of Bids

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

#### 22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall

not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

#### 23. Modification and Withdrawal of Bids

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

# 24. Opening and Preliminary Examination of Bids

24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of

- Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the <u>BDS</u>, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the <u>BDS</u>, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
  - (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
  - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
  - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required

- under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

## E. Evaluation and Comparison of Bids

#### 25. Process to be Confidential

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

#### 26. Clarification of Bids

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

#### 27. Domestic Preference

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

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

# 28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
  - (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
  - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
  - (a) <u>Completeness of the bid.</u> Unless the <u>BDS</u> allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0)

- or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
- (b) <u>Arithmetical corrections.</u> Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.

### 29. Post-Qualification

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

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

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

#### 30. Reservation Clause

30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as

- ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
  - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
  - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
    - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
    - (ii) If the project is no longer necessary as determined by the HoPE; and
    - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
  - (a) No bids are received;
  - (b) All prospective Bidders are declared ineligible;
  - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
  - (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

#### F. Award of Contract

#### 31. Contract Award

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

# 32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

# 33. Performance Security

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

|   | Amount of Performance Security       |
|---|--------------------------------------|
| Form of Performance Security  | (Not less than the Percentage of the |
|   | Total Contract Price)                |
| (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. |                                      |
| For biddings conducted by the   |                                      |
| LGUs, the Cashier's/Manager's   |                                      |
| Check may be issued by other  |                                      |
| banks certified by the BSP as authorized to issue such                          |                                      |
| financial instrument.   | F' (50/)                             |
|   | Five percent (5%)                    |
| (b) Bank draft/guarantee or   |                                      |
| irrevocable letter of credit  |                                      |
| issued by a Universal or  |                                      |
| Commercial Bank: Provided,  |                                      |
| however, that it shall be   |                                      |
| confirmed or authenticated by a   |                                      |
| Universal or Commercial Bank,   |                                      |
| if issued by a foreign bank.  |                                      |
|   |                                      |

| For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument. |                      |
|--|----------------------|
| (c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.                                    | Thirty percent (30%) |

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

# 34. Notice to Proceed

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

#### 35. Protest Mechanism

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

# Section III. Bid Data Sheet

# **Bid Data Sheet**

| ITB Clause |   |
|------------|---|
| 1.1        | The Procuring Entity is Social Housing Finance Corporation  |
|            | The name of the Contract is <i>Project No. 2019-01: Provision of Manpower and General Services for Social Housing Finance Corporation.</i>  |
|            | The identification number of the Contract is <i>Project No. 2019-01</i> .   |
| 1.2        | The $lot(s)$ and reference is/are:  |
|            | Provision of Manpower and General Services for Social Housing Finance Corporation.  |
| 2          | The Funding Source is:  |
|            | The Government of the Philippines (GOP) through <i>Approved the Corporate Budget for the contract approved by the governing Boards</i> in the amount of <i>One Hundred Twenty Eight Million Six Hundred Twenty Six Thousand Five Hundred Seventy Seven Pesos (Php128,626,577.00).</i> |
|            | The name of the Project is: Provision of Manpower and General Services for Social Housing Finance Corporation.  |
| 3.1        | No further instructions.  |
| 5.1        | No further instructions.  |
| 5.2        | 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 <b>ITB</b> Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC  |
| 7          | No further instructions.  |
| 8.1        | Subcontracting is not allowed.  |
| 8.2        | Not applicable.   |
| 9.1        | The Procuring Entity will hold a pre-bid conference for this Project on December 14, 2018, 10:00 A.M. at SHFC Board Room, 5 <sup>th</sup> Floor BDO Plaza 8737 Paseo de Roxas, Makati City.   |
| 10.1       | The Procuring Entity's address is:  |
|            | Dulce C. Abusman<br>BAC Secretariat<br>Social Housing Finance Corporation   |

|             | 3 <sup>rd</sup> Floor, BDO Plaza, 8737 Paseo De Roxas, Makati City   |  |  |
|-------------|--|--|--|
|             | (T) +63 2 750 6337 (loc) 410 or 433  |  |  |
| 12.14       | dulce_abusman@yahoo.com  |  |  |
| 12.1(a)     | The bidder, who is unable to upload and maintain in PhilGEPS a current and updated file of the following Class "A" eligibility documents under Sections 8.5.2, must include the documents stated under Sections 8.5.2, 23.1(a), and 24.1(a). |  |  |
| 12.1(a)(ii) | The bidder's SLCC similar to the contract to be bid should have been completed within <i>two</i> (2) <i>years</i> 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 additional requirements.  |  |  |
| 13.2        | The ABC is <i>Php128,626,577.00</i> . Any bid with a financial component exceeding this amount shall not be accepted.  |  |  |
| 15.4(a)(iv) | No incidental services are required.   |  |  |
| 15.4(b)     | Not applicable.  |  |  |
| 16.1(b)     | The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.   |  |  |
| 16.3        | Not applicable.  |  |  |
| 17.1        | Bids will be valid until 120 days from bid opening date.   |  |  |
| 18.1        | The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  |  |  |
|             | 1. The amount of not less than Php2,572,531.54, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or  |  |  |
|             | 2. The amount of not less than Php6,431,328.85, if bid security is in Surety Bond.   |  |  |
| 18.2        | The bid security shall be valid until 120 days from bid opening date.  |  |  |
| 20.3        | Each Bidder shall submit <i>one</i> (1) original and <i>two</i> (2) copies of the first and second components of its bid.  |  |  |
| 21          | The address for submission of bids is 3 <sup>rd</sup> Floor, BDO Plaza, 8737 Paseo De Roxas, Makati City.  |  |  |
| ·           | <u> </u>   |  |  |

|          | The deadline for submission of bids is <i>December 27, 2018, 10:00 A.M. at</i> Board Room 5 <sup>th</sup> Floor, BDO Plaza, 8737 Paseo De Roxas, Makati City                 |
|----------|--|
| 24.1     | The place of bid opening is Board Room 5 <sup>th</sup> Floor, BDO Plaza, 8737 Paseo De Roxas, Makati City.   |
|          | The date and time of bid opening is <i>December 27, 2018, 10:00 A.M.</i>   |
| 24.2     | No further instructions.   |
| 24.3     | No further instructions.   |
| 27.1     | No further instructions.   |
| 28.3 (a) | Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award. |
|          | In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.   |
| 28.4     | No further instructions.   |
| 29.2     | No additional requirement.   |
| 32.4(f)  | No additional requirement.   |

# Section IV. General Conditions of Contract

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### 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 <u>SCC</u>.
  - (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 <u>SCC</u>.
  - (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**.
  - (1) "Day" means calendar day.
  - (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

(n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

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

- 2.1. Unless otherwise provided in the <u>SCC</u>, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
    - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
    - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
    - (v) "obstructive practice" is
      - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

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

- (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

## 3. Inspection and Audit by the Funding Source

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

# 4. Governing Law and Language

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

## 5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the

- **<u>SCC</u>**, 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 <u>SCC</u>.

## 7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

# 8. Procuring Entity's Responsibilities

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

## 9. Prices

9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon

- prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

## 10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. 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. Payments shall be in accordance with the schedule stated in the SCC.
- 10.4. Unless otherwise provided in the <u>SCC</u>, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the <u>SCC</u>, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the <u>SCC</u>. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

# 11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the <u>SCC</u>, the terms of payment shall be as follows:

- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the <u>SCC</u> 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 <u>SCC</u> provision on Delivery and Documents.

### 12. Taxes and Duties

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

# 13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any 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 <u>SCC</u> 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 <u>SCC</u>. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the <u>SCC</u>. The said amounts shall only be released after the lapse of the warranty period specified in the <u>SCC</u>; 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 <u>SCC</u> and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity

may have against the Supplier under the Contract and under the applicable law.

# 18. Delays in the Supplier's Performance

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

## 19. Liquidated Damages

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

# 20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

# 21. Liability of the Supplier

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

# 22. Force Majeure

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

### 23. Termination for Default

- 23.1. The Procuring Entity 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 contact 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 HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of

Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

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

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
  - (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
  - (b) Drawing up or using forged documents;
  - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  - (d) Any other act analogous to the foregoing.

### 27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
  - (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
  - (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

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

## 28. Assignment of Rights

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

# 29. Contract Amendment

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

# 30. Application

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

# Section V. Special Conditions of Contract

# **Special Conditions of Contract**

| GCC Clause |   |
|------------|---|
| 1.1(g)     | The Procuring Entity is <i>Social Housing Finance Corporation</i> .   |
| 1.1(i)     | The Supplier is [to be inserted at the time of contract award].   |
| 1.1(j)     | The Funding Source is   |
|            | the Government of the Philippines (GOP) the Corporate Budget for the contract approved by the governing Boards for 2019 in the amount of One Hundred Twenty Eight Million Six Hundred Twenty Six Thousand Five Hundred Seventy Seven Pesos (Php128,626,577.00).   |
| 1.1(k)     | The Project Site is SHFC BDO Plaza 8737 Paseo de Roxas, Makati City.  |
| 2.1        | No further instructions.  |
| 5.1        | The Procuring Entity's address for Notices is:  Social Housing Finance Corporation  3 <sup>rd</sup> Floor, BDO Plaza, 8737 Paseo De Roxas, Makati City  Dulce C. Abusman  BAC Secretariat  (T) +63 2 750 6337 (loc) 410 or 433  dulce_abusman@yahoo.com   |
|            | The Supplier's address for Notices is: [Insert address including, name of contact, fax and telephone number]  |
| 6.2        | Delivery and Documents –  |
|            | For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:                               |
|            | The delivery terms applicable to this Contract are delivered <i>BDO Plaza 8737 Paseo de Roxas, Makati City not later than 2:00 P.M. on the day of the delivery as indicated in the Section VI. Schedule of Requirements.</i> Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." |
|            | Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:  |

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

### **Incidental Services –**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

### Spare Parts -

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

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- (b) in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period *of three times the warranty period* 

Other spare parts and components shall be supplied as promptly as possible, but in any case within one(1) month of placing the order.

### Packaging -

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

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

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

Name of the Procuring Entity

Name of the Supplier

**Contract Description** 

**Final Destination** 

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### Insurance -

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

### Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered *force majeure* in accordance with GCC Clause 22.

|         | The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. |
|---------|---|
|         | Patent Rights –   |
|         | The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.   |
| 10.4    | Not applicable.   |
| 10.5    | Payment using LC is not allowed.  |
| 11.3    | Maintain the GCC Clause.  |
| 13.4(c) | No further instructions.  |
| 16.1    | None.   |
| 17.3    | One (1) year after acceptance by the Procuring Entity of the delivered Goods.   |
| 17.4    | The period for correction of defects in the warranty period is 15 working days.   |
| 21.1    | All partners to the joint venture shall be jointly and severally liable to the Procuring Entity   |

# Section VI. Schedule of Requirements

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

| Item   | Description                        | Quantity | Delivered,        |
|--------|------------------------------------|----------|-------------------|
| Number |                                    |          | Weeks/Months      |
|        | Technical Staff 1                  | 54       |                   |
|        | Technical Staff 2                  | 39       |                   |
|        | Technical Staff 3                  | 39       |                   |
|        | Technical Staff 4                  | 75       |                   |
|        | Technical Staff 5                  | 3        |                   |
|        | Technical Staff 6                  | 7        | Thirty(30)        |
|        | Technical Staff 7                  | 11       | Calendar          |
|        | Technical Staff 8                  | 2        | days upon receipt |
|        | Clerk                              | 36       | of Notice to      |
|        | Messenger                          | 15       | Proceed           |
|        | Utility                            | 19       |                   |
|        | Driver                             | 30       |                   |
|        | Master Electrician                 | 1        |                   |
|        | Carpenter                          | 1        |                   |
|        | Mechanic-Driver / Executive Driver | 1        |                   |

# Section VII. Technical Specifications

# **Technical Specifications**

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

| Item | Specification  | Statement of Compliance |
|------|--|-------------------------|
|      | Technical Staff 1 (54 personnel)   |                         |
|      | <ul> <li>GSAT</li> <li>A. Duties and Responsibilities</li> <li>1. Attends and complies to the administrative, clerical, and logistical requirements (airline tickets, hotel accommodations, van and venue rental, and documentations) of the office of the GSAT - South and</li> </ul>   |                         |
|      | <ul> <li>Central NCR;</li> <li>2. Prepares, submits, processes, and reviews accurately cash advances, travel authorities/itinerary of travel, petty cash fund reimbursements, and liquidations;</li> <li>3. Disseminates internal and external communications to regional offices, CMP-Mobilizers, non-government organizations, stakeholders, and</li> </ul>  |                         |
|      | <ul> <li>other partners;</li> <li>4. Receives and entertains visitors/phone calls that require the Manager's attention and/or endorsement to appropriate Departments/Divisions;</li> <li>5. Lists requests/schedules of meetings in the calendar of the COD/Manager and attends, participates, and takes minutes of meetings for the said officers;</li> </ul> |                         |
|      | <ul><li>6. Maintains documents, information, and other confidential data relevant to the operations of the GSAT - South and Central NCR; and</li><li>7. Performs other functions, tasks, duties, and responsibilities in furtherance of the GSAT - South and Central NCR targets.</li></ul>  |                         |
|      | B. Qualification Standards Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience Training: 4 hours of relevant training  |                         |
|      | <ul><li>C. Knowledge, Skills, and Attitude</li><li>1. Executive, clerical, and administrative assistance</li><li>2. Business correspondence</li><li>3. Good interpersonal and communication skills</li></ul>   |                         |

- 4. Computer proficiency (MS Word, MS Excel, MS Powerpoint)
- 5. Ability to work and deliver under pressure and within deadlines
- 6. Willing to travel
- 7. Willing to be assigned to SHFC Regional offices

#### **RCD**

A. Duties and Responsibilities

- 1. Assists in initiating community organizing, conducting General Assemblies (GA) and CMP Orientations to aid Community Associations (CAs) in the pipeline, and pre-orientations to prospective CAs:
- 2. Assists the Project Development Unit (Background Investigation, Site Inspection, and Mortgage Examination) in on-site orientations;
- 3. Assists in facilitating queries or questions of partners/MBs and coordinates with other SHFC departments for their resolution;
- 4. Assists in gathering data on organized and non-organized communities and preparing of reports for monitoring and targeting of CAs;
- 5. Documents trainings, orientations, consultations, and assemblies being conducted with MBs/partners/stakeholders;
- 6. Attends meetings as required by the supervisor/President; and
- 7. Performs other related functions that may be assigned from time to time by the immediate supervisor/President.

## **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

# C. Knowledge, Skills, and Attitude

- 1. Conceptualization and recommendation of new and better ways of providing service and coordinating with MBs/partners/stakeholders
- 2. Good interpersonal and communication skills
- 3. Research and data analysis;
- 4. Computer proficiency (MS Word, MS Excel, MS Powerpoint)
- 5. Ability to multitask and handle stressful situations
- 6. Willing to travel
- 7. Willing to be assigned to SHFC Regional offices

### **Funds Generation**

## A. Duties and Responsibilities

- 1. Assists in the research/data gathering for securitization activities and projects, as identified;
- 2. Coordinates with other departments and assists in the arrangement of meetings, activities, and other logistics preparation;
- 3. Attends to the clerical work requirements of the division such as encoding, routing, filing, and attending to callers;
- 4. Maintains records necessary for the orderly transaction of business based on the ISO guidelines and assumes responsibility over the release of file;
- 5. Records outgoing data for each issuance staff and maintains the same;
- 6. Manages the requisition/procurement, stockpiling, and distribution of office supplies, materials, and equipment; and

7. Performs other related functions as may be assigned from time to time.

## **B.** Oualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training C. Knowledge, Skills, and Attitude

- 1. Office and records management
- 2. Good interpersonal and communication skills
- 3. Computer proficiency (MS Word, MS Excel, MS Powerpoint)
- 4. Data analysis
- 5. Willing to travel
- 6. Willing to be assigned to SHFC Regional offices

#### **OBS**

A. Duties and Responsibilities

- 1. Assists in the preparation of Board materials and meetings, and the reproduction of documents as required by the secretariat;
- 2. Operates office equipment and the presentation of meeting agenda;
- 3. Provides technical assistance to senior staff and schedules appointments as directed;
- 4. Receives and routes variety of office documents under the direction and supervision of the head of unit;
- 5. Undertakes the maintenance and retrieval of files and records of the office and performs other general office tasks;
- 6. Assists in the completion or reports and data gathering;
- 7. Assists in the drafting of correspondences and prepares vouchers as directed:
- 8. Attends to visitors and callers, handles their inquiries, and directs them to the appropriate persons according to their needs; and
- 9. Performs other related functions that may be assigned from time to time and demonstrates continuous effort in providing quality customer service.

### **B.** Oualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Administrative and clerical procedures and systems such as word processing, managing files and records, designing forms, and other office procedures
- 2. Computer proficiency (MS Word, MS Excel, MS Powerpoint)
- 3. Good interpersonal and communication skills
- 4. Willing to travel
- 5. Willing to be assigned to SHFC Regional offices

### PDE, PRD

### A. Duties and Responsibilities

1. Assists in the review of MWRFs, applications for restructuring and condonation program and other related documents to ensure completeness and accuracy;

- 2. Prepares Petty Cash Vouchers, liquidation reports, BDE reports, travel authority, itinerary of travel, purchase requests, and other documents needed by the Department;
- 3. Coordinates with administrative staff of PDE Divisions for transmitted documents, correspondences, and reports;
- 4. Receives, monitors, and records all incoming documents, including indorsements from the Office of the President and progress of liquidation reports;
- 5. Routes and monitors the Department's documents and correspondences within the head office;
- 6. Acts as support staff and event organizer for PDE meetings, programs, and activities;
- 7. Prepares pouching of letters and documents to stakeholders;
- 8. Receives phone calls, prepares daily schedule of the VP, and takes down messages from different departments and stakeholders; and
- 9. Performs other related functions that may be assigned from time to time.

## **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

## C. Knowledge, Skills, and Attitude

- 1. Clerical, secretarial, and administrative procedures such as word processing and records management
- 2. Business correspondence
- 3. Average communication, interpersonal, and negotiation skills
- 4. Proficiency in computer applications such as MS Office (Word, Excel, Powerpoint) and editing softwares such as Adobe Creative Suite (Photoshop, Premiere, InDesign, AfterEffects)
- 5. Willing to travel
- 6. Willing to be assigned to SHFC Regional offices

#### **MSD**

## A. Duties and Responsibilities

- 1. Prepares car loan financial documentation within the required turnaround-time for the liquidation of funds;
- 2. Assists in the conduct of field work to process the annotation of Chattel Mortgage in compliance with the government laws and regulations;
- 3. Assists in coordinating with the SHFC Officers/car loan availees for the annotation and documentation process of the Chattel Mortgage requirements;
- 4. Liaisons the approval/endorsement of BIR and Registry of Deeds documents as attachment to the Chattel Mortgage process; and
- 5. Performs other related tasks assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training C. Knowledge, Skills, and Attitude

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- 1. Proficiency in computer applications such as MS Office
- 2. Average communications skills, negotiation and interpersonal skills
- 3. Ability to work under pressure
- 4. Willing to travel
- 5. Willing to be assigned to SHFC Regional offices

#### HR

### A. Duties and Responsibilities

- 1. Assists in the consolidation and updating of the timekeeping system (INFOTRAK/SOFTRAK) with accurate approved overtime, leave, and official business to prepare the timekeeping summary for agency-hired employees;
- 2. Assists in the preparation of timekeeping by consolidating all required attachments for payroll generation;
- 3. Maintains and updates regularly the file of signed timesheets, OB forms, leave applications, and OT request for organized safekeeping;
- 4. Assists in the preparation and processing of company benefits and validates eligibility of agency-hired employees to such benefits;
- 5. Assists in the preparation and processing of payment of agency hired employees;
- 6. Assists in the monitoring of all agency-hired employee time entry records and leave management to ensure accuracy and compliance to company policies;
- Assists employees in the clarification of company policies and procedure to address related timekeeping and benefits issues or concerns;
- 8. Maintains and updates records to comply with the corporations standards in records keeping;
- 9. Assists in the preparation and processing of payment of Professional Service (Consultants) and On-the-Job Trainees' allowance, and other related HR payment of Goods and Services; and
- 10. Performs other related tasks that may be assigned from time to time.

## **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job

Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Basic knowledge in timekeeping and payroll
- 2. Records management
- 3. Business correspondence
- 4. Good organizational skills and records management
- 5. Excellent communication skills
- 6. Proficiency in computer applications such as MS Office (Word, Excel, PowerPoint)
- 7. Willing to travel
- 8. Willing to be assigned to SHFC Regional offices

# NCR Operations, NCR Central, NCR North, NCR South, South Luzon, HDH Luzon, Iloilo, Davao

A. Duties and Responsibilities

- 1. Assists in the preparation of Notices of take-out for the newly takenout projects;
- 2. Assists in monitoring of collection performances of CAs;
- 3. Checks the accuracy of the total payments as per Abstract of Collection before issuance of Orders of Payment (OPs);
- 4. Assists in the preparation of rehabilitation plans/strategies for non-performing and highly-delinquent accounts;
- 5. Assists in the preparation of rehabilitation plans/strategies for non-performing and highly-delinquent accounts;
- 6. Assists in conducting remedial workouts to non-performing and highly-delinquent accounts which involve meetings/orientations, reorganizations and providing assistance to CAs in the execution of remedial plans;
- 7. Assists in coordinating with CA officers on findings/discrepancies noted in the Abstracts of Collection vis-a-vis Remittance Reports and Community Mortgage Receipt;
- 8. Assists in the evaluation of documentary requirements of applications for Individualization/subdivision of titles/loan, computation of Final MBLA or the Adjusted Loan Value (ALV) and Substitution of MBs;
- 9. Assists in computing the CAs' Final MBLA/ALV;
- 10. Assists in the presentation of mother TCT/s for subdivision and retrieves subdivided titles from RDs, checks entries in and completeness of the subdivided titles;
- 11. Assists in issuing certificates to CAs and MBs for different purposes;
- 12. Assists in the preparation and monitoring of billing notices and demand letters to CAs and MBs; and
- 13. Performs other related functions as may be assigned from time to time.

## **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

## C. Knowledge, Skills, and Attitude

- 1. Collection strategies and techniques
- 2. Accounts management
- 3. Good analytical and communication skills
- 4. Proficiency in computer applications such as MS Office (Word, Excel, PowerPoint)
- 5. Ability to multitask and work under pressure
- 6. Willing to travel
- 7. Willing to be assigned to SHFC Regional offices

## **DCCD**

A. Duties and Responsibilities

- 1. Assists in the automation/data build-up of CMP documents;
- 2. Pulls out records/documents and provides assistance to the due diligence undertaking of the program securitization;
- 3. Attends to the clerical work requirements of the Department/Division such as filing, routing, and answering phone calls in order to complete

daily Department/Division tasks;

- 4. Attends to and maintains records of incoming and outgoing communications in order to monitor and refer to appropriate Departments/Divisions when necessary; and
- 5. Performs such functions that may be assigned from time to time by the the Immediate Supervisor.

## **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

## C. Knowledge, Skills, and Attitude

- 1. Knowledge on technical and administrative functions
- 2. Computer proficiency (MS Word, MS Excel, MS Powerpoint)
- 3. Willing to travel
- 4. Willing to be assigned to SHFC Regional offices

#### **CMD**

A. Duties and Responsibilities

- 1. Assists in the review and monitoring of the inventory of accountable forms (CMRs and ORs) and prepares reports thereof;
- 2. Assists in the review and monitoring of timely submission of paid disbursement vouchers and prepares related reports to COA/FCD;
- 3. Assists in cashiering operation during peak volume period and prepares reports thereof;
- 4. Assists in the monitoring of Petty Cash fund and prepares liquidation report for submission to COA/FCD;
- 5. Assists in the verification of last amortization payment (MWRF) for TCT release;
- 6. Coordinates with Landbank and SHFC Regional Offices for the reconciliation and consolidation of regional and online collections; and
- 7. Performs other duties as may be assigned from time to time.

### **B.** Oualification Standards

Education: Bachelor's Degree relevant to the job

Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

## C. Knowledge, Skills, and Attitude

- 1. Basic accounting system
- 2. Records management
- 3. Good interpersonal and communication skills
- 4. Basic accounting and mathematics
- 5. Proficiency in MS Office applications
- 6. Ability to work both independently and as part of a team, multitask, and work on deadlines
- 7. Willing to travel
- 8. Willing to be assigned to SHFC Regional offices

### **FCD**

## A. Duties and Responsibilities

1. Assists in posting of correct amortization payments to Member-

- Beneficiaries' (MBs) ledger to maintain a reliable balances of accounts:
- 2. Assists in the review of documents and generation of statement of accounts (SOA), statement of payments and applications (SPA), and proof list of payments for fully paid MBs;
- 3. Assists in the reviews generated SOAs and SPAs before endorsement to the supervisor:
- 4. Sorts and files collection documents for transmittal to COA and for records documentation:
- 5. Documents all collection findings for easy coordination with the concerned collection units regarding compliance; and
- 6. Performs other tasks as may be assigned from time to time.

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Proficiency in computer applications
- 2. Good typing and mathematical skills
- 3. Willing to travel
- 4. Willing to be assigned to SHFC Regional offices

### **Technical Staff II**

### **RCD**

### A. Duties and Responsibilities

- 1. Assists in initiating community organizing, conducting General Assemblies (GA) and CMP Orientations to aid Community Associations (CAs) in the pipeline, and pre-orientations to prospective CAs:
- 2. Coordinates Development with Project Unit (Background Investigation, Site Inspection, and Mortgage Examination) to assist in on-site orientations:
- 3. Facilitates queries or questions of partners/MBs and coordinates with other SHFC departments for their resolution;
- 4. Assists in gathering data on organized and non-organized communities and preparing of reports for monitoring and targeting of CAs;
- 5. Documents trainings, orientations, consultations, and assemblies being conducted with MBs/partners/stakeholders;
- 6. Attends meetings as required by the supervisor/President; and
- 7. Performs other related functions that may be assigned from time to time by the immediate supervisor/President.

### **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

*Training*: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Conceptualization and recommendation of new and better ways of providing service and coordinating with MBs/partners/stakeholders
- 2. Good interpersonal and communication skills

- 3. Research and data analysis;
- 4. Computer proficiency (MS Word, MS Excel, MS Powerpoint)
- 5. Ability to multitask and handle stressful situations
- 6. Willing to travel
- 7. Willing to be assigned to SHFC Regional offices

#### **Funds Generation**

### A. Duties and Responsibilities

- 1. Assists in preparing reports, memoranda, and correspondence related to securitization, institutional arrangement, and funds generation activities:
- 2. Assists in the research/data gathering for securitization activities and projects, as identified;
- 3. Assists in drafting reports, presentations, and briefs for the Division's meetings and presentation of accomplishments/reports;
- 4. Prepares notices of meetings and post-activity reports (e.g. minutes of the meeting) for proper documentation;
- 5. Coordinates with other departments and arranges meetings, activities, and other logistics preparation; and
- 6. Performs other related functions as may be assigned from time to time.

### **B.** Qualification Standards

*Education*: Bachelor's Degree relevant to the job *Experience*: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Business correspondence
- 2. Computer applications such as MS Office (Word, Excel, Powerpoint)
- 3. Excellent interpersonal and communication skills
- 4. Ability to produce presentations and financial analyses
- 5. Ability to handle, organize, and maintain confidential information and files
- 6. Willing to travel
- 7. Willing to be assigned to SHFC Regional offices

### PDE-SC, PDE

### A. Duties and Responsibilities

- 1. Assists in developing storylines, presentations, communication plans, and promotional materials for SHFC's programs;
- 2. Acts as support staff and provides documentation for PDE meetings, programs, and activities;
- 3. Prepares Petty Cash Vouchers, liquidation reports, travel authority, itinerary of travel, purchase requests, and other forms of communications/reports; and
- 4. Performs other related functions that may be assigned from time to time by the Immediate Superior.

### **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training C. Knowledge, Skills, and Attitude

- 1. Marketing
- 2. Graphic arts, specifically layouting and video editing
- 3. Creativity
- 4. Above average communication and interpersonal skills
- 5. Proficiency in computer applications such as MS Office (Word, Excel, Powerpoint) and editing softwares such as Adobe Creative Suite (Photoshop, Premiere, InDesign, AfterEffects)
- 6. Willing to travel
- 7. Willing to be assigned to SHFC Regional offices

#### **OBS**

### A. Duties and Responsibilities

- 1. Assists the Chief Compliance & Risk Officer in managing the risk on areas including enterprise risk, corporate governance, regulatory and operational risk, business continuity, information and security, market and credit risk to the organization, its employees, customers reputation, assets and interests of stakeholder;
- 2. Aids the Chief Compliance & Risk Officer in working with the Risk Management Committee to identify, address and eliminate or minimize risk;
- 3. Provides support and research work with the Chief Compliance & Risk Officer in coming up with a Risk Management Assessment Report that will advise the corporation on any potential risk to the profitability or existence of the company;
- 4. Assists the Chief Compliance & Risk Officer in identifying and assessing threats and devising measures on how to avoid, reduce or transfer risk through the development of responsive Risk Management Plans:
- 5. Lends support to the Chief Compliance & Risk Officer in the latter's performance of its oversight and compliance functions; and
- 6. Performs such other related functions that may be assigned from time to time.

### **B.** Oualification Standards

*Education*: Bachelor's Degree relevant to the job *Experience*: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Administrative and records management
- 2. Business Correspondence (Stenography and Transcription)
- 3. Excellent communication skills
- 4. Proficiency in MS Office applications (Word, Excel & Powerpoint)
- 5. Willing to travel
- 6. Willing to be assigned to SHFC Regional offices

#### **MSD**

### A. Duties and Responsibilities

1. Plans and performs the administrative and/or logistical requirements for property management in compliance with the Government Accounting Manual / COA Audit Observation Memorandum (AOM) No. PPE-2014-011;

- 2. Gathers accurate information and collates, consolidates, monitors, and maintains Property Acknowledgment Receipt/Inventory Custodian Slip for the property inventory requirement in compliance with the Government Accounting Manual / COA AOM;
- 3. Drafts communications/letters/memoranda, organizes files, schedules appointments, and supports other staff;
- 4. Multitasks and provides assistance to the General Services and Procurement Divisions if needed;
- 5. Receives and entertains visitors, answers phonecalls, and directs concerns to appropriate Departments when necessary;
- 6. Assists in liaising work for the Department; and
- 7. Performs other functions, tasks, duties, and responsibilities that may be assigned from time to time by the Immediate Superior.

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Administrative and records management
- 2. Business correspondence
- 3. Good communication and interpersonal skills
- 4. Proficiency in MS Office applications (Word, Excel & Powerpoint)
- 5. Willing to travel
- 6. Willing to be assigned to SHFC Regional offices

#### **Procurement**

### A. Duties and Responsibilities

- 1. Assists in planning and processing BAC Secretariat documentation in compliance with R.A. 9184;
- 2. Coordinates with the officer-BAC member in the documentation process of GCG and ISO compliances;
- 3. Attends to the clerical work requirements of the Division such as filing, routing, and answering phone calls in order to complete daily Division tasks:
- 4. Responsible for the Division's documentation and compliances within the required number of days to liquidate the fund;
- 5. Assists in liaising and monitoring work for the Division; and
- 6. Performs other related tasks that may be assigned from time to time by the Immediate Superior.

### **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training C. Knowledge, Skills, and Attitude

- 1. Records management
- 2. Business correspondence
- 3. Documentation and monitoring
- 4. Computer proficiency
- 5. Good communication, negotiation, and interpersonal skills
- 6. Willing to travel

7. Willing to be assigned to SHFC Regional offices

#### **ICTD**

### A. Duties and Responsibilities

- 1. Assists senior staff in preparing and modifying computer systems design and computer programs;
- 2. Studies system specifications to determine whether all required elements are included. Consults clients to gather information about the systems;
- 3. Documents requirements for data, workflow, logic processes, hardware and operating systems environment, interfaces with other systems, internal and external controls, and outputs;
- 4. Assists coding computer instructions;
- 5. Assists in maintaining assigned applications and programs;
- 6. Assists program users in resolving problems related to computer programs and software;
- 7. Files, records and documents all changes and corrections to computer programs and designs;
- 8. Assists technical writer in system documentation;
- 9. Performs other related functions as may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job

Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. SQL/Web Programming/ASP.Net/PHP/VB6/MS Office
- 2. Good interpersonal and computing skills
- 3. Proficiency in MS Office applications, Computer Programming, and SQL Programming
- 4. Willing to travel
- 5. Willing to be assigned to SHFC Regional offices

### **OSVP – Operations**

### A. Duties and Responsibilities

- 1. Monitors and consolidates accomplishment reports, compliances, and files reports in an organized manner;
- 2. Performs administrative and clerical assistance and other logistical requirements of the OIC-Senior Vice President;
- 3. Answers queries and promptly lists requests/schedules of meetings in the calendar;
- 4. Assists in drafting memoranda and other forms of communication to concerned departments, stakeholders/clients, and other agencies; and
- 5. Performs other tasks that may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Records management
- 2. Business correspondence

- 3. Computer proficiency
- 4. Good communication and interpersonal skills
- 5. Willing to travel
- 6. Willing to be assigned to SHFC Regional offices

# NCR South, HDH Luzon, Bicol, Isabela, OVP-Visayas, Iloilo, Cebu, Palawan, Davao, Zamboanga

### A. Duties and Responsibilities

- 1. Provides support and assistance to the senior personnel during transactions to meet the Division's targets and end results;
- 2. Consolidates all pertinent documents and prepares Powerpoint presentations to be presented to CreComs, ExeComs, and Board Meetings;
- 3. Performs administrative duties such as typing, sorting, and arranging pertinent documents and paperworks for the Division in an organized manner;
- 4. Maintains a complete file of records/documents necessary for orderly transactions and proper safekeeping;
- 5. Ensures the safety and sufficiency of the stock of office supplies and accountable forms; and
- 6. Performs other related functions that may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Business Correspondence
- 2. Records Management
- 3. Proficiency in computer applications such as MS Office (Word, Powerpoint, & Excel)
- 4. Good communication skills
- 5. Ability to handle assignments and priorities, work with minimum supervision and under pressure
- 6. Willing to travel
- 7. Willing to be assigned to SHFC Regional offices

### **FCD**

- 1. Assists in reviewing generated statement of accounts (SOA), statement of payments and applications (SPA) and proof list of payments of fully-paid MBs;
- 2. Monitors and consolidates accomplishment reports, compliances, and files reports in an organized manner;
- 3. Performs administrative and clerical assistance and other logistical requirements of the OIC-Vice President of FCD;
- 4. Answers queries and promptly lists requests/schedules of meetings in the calendar;
- 5. Drafts memoranda and other forms of communication to concerned departments, stakeholders/clients, and other agencies; and

6. Performs other tasks that may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training C. Knowledge, Skills, and Attitude

- 1. Basic knowledge in accounting
- 2. Advanced knowledge in Microsoft Excel and Powerpoint
- 3. Good analytical and mathematical skills
- 4. Willing to travel
- 5. Willing to be assigned to SHFC Regional offices

### **Technical Staff 3 (42 personnel)**

#### Remedial

### A. Duties and Responsibilities

- 1. Assists in conducting rehabilitation and restructuring of nonperforming and highly delinquent accounts to current status;
- 2. Assists in the signing of Application for Loan Restructuring, Loan Restructuring Agreement (LRA), and Promissory Notes (PN) of qualified MBs for loan restructuring under RA 9507;
- 3. Assists in the documentation and compliance of requirements for restructuring, MRI enrollment, substitutions, closing of UC by FCD bookings, and turnover of rehabilitated accounts to concerned departments;
- 4. Assists in conducting on-site orientation or seminar on ledgering to ensure distribution of Statement of Account, Individualization, and Substitution for the Community Association/s;
- 5. Assists in the management, implementation, and monitoring of accounts under remedial rehabilitation at every stage and process to ensure the achievement of the desired results; and
- 6. Performs other related functions that may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Subsidiary ledgers and reconciliation
- 2. Accounts management
- 3. Good communication, interpersonal, and negotiation skills
- 4. Proficiency in computer applications such as MS Office and/or basic programming
- 5. Willing to travel
- 6. Willing to be assigned to SHFC Regional offices

### **GSAT**

### A. Duties and Responsibilities

1. Initiates community organizing; conducts General Assemblies (GA), CMP Orientations to aid Community Associations (CAs) in the

- pipeline, and pre-orientations to prospective CAs;
- 2. Coordinates with Project Development Unit (Background Investigation, Site Inspection, and Mortgage Examination) to assist in on-site orientations;
- 3. Facilitates queries or questions of partners/MBs and coordinates with other SHFC departments for their resolution;
- 4. Gathers data on organized and non-organized communities and prepares reports for monitoring and targeting of CAs;
- 5. Updates baseline information of partners/stakeholders with regard to the conduct of capacity building programs;
- 6. Documents trainings, orientations, consultations, and assemblies being conducted with MBs/partners/stakeholders;
- 7. Attends meetings as required by the Immediate Superior; and
- 8. Performs other related functions that may be assigned from time to time by the Immediate Superior.

Education: Bachelor's Degree relevant to the job

Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Conceptualization and recommendation of new and better ways of providing service and coordinating with MBs/partners/stakeholders
- 2. Good communication skills;
- 3. Research and data analysis;
- 4. Computer proficiency (MS Word, MS Excel, MS Powerpoint)
- 5. Willing to travel
- 6. Willing to be assigned to SHFC Regional offices

### **MB Relations**

- 1. Receives complaints endorsed by the 8888 Citizens Complaint Hotline Centers and from internal sources;
- 2. Coordinates with concerned department regarding the details of the complaint;
- 3. Assists in drafting memo endorsing the complaint to the concerned department;
- 4. Forwards memo to the concerned department through e-mail and mail;
- 5. Monitors action taken by the concerned department within the 72 hour period required by the 8888 Citizens Complaint Hotline Centers;
- 6. Forwards memo or letter of the action taken by the concerned department to the 8888 Citizens Complaint Hotline Centers or to internal sources through e-mail and mail;
- 7. Prepares/updates regularly a Monthly Complaints Monitoring Report of complaints received by the Division;
- 8. Answers queries on SHFC's Housing Programs from walk-in clients, telephone inquiries, and from social media as Officer of the Day at the IPAD:
- 9. Explains the programs and provides walk-in clients with the latest brochures, circulars, guidelines, checklist of requirements, and other informational materials;

- 10. Provides stakeholders with status of their projects;
- 11. Requests the client to fill-out the Client Satisfaction Survey Form;
- 12. Prepares/updates regularly a Monthly Visitors report; and
- 13. Performs functions, tasks, duties, and responsibilities that may be assigned from time to time by the Immediate Supervisor.

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Above average communication skills
- 2. Excellent interpersonal skills
- 3. Willing to travel
- 4. Willing to be assigned to SHFC Regional offices

#### **RCD**

### A. Duties and Responsibilities

- 1. Attends to the administrative and logistical work requirements of the Department such as filing, routing, and answering phone calls in order to complete daily Department tasks;
- 2. Assists in liaising work for the Department;
- 3. Assists in the requisition/procurement, stockpiling, and distribution of office supplies, materials, and equipment;
- 4. Conducts initial review of incoming documents such as Purchase Requests (PR), Travel Orders, and other documents;
- 5. Reviews and processes vouchers, liquidations, and reimbursements;
- 6. Assists regularly in the procurement of documents with BIR, Registry of Deeds (RD), DENR, Land Registration Authority (LRA) and other government agencies for completion of requirements prior to issuance of Letter of Guarantee (LOG);
- 7. Assists in drafting memoranda and other forms of communications, as needed; and
- 8. Performs other related functions that may be assigned from time time by the immediate superior/President.

### **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Analytical skills
- 2. Good communication skills
- 3. Good customer relation skills
- 4. Community Organizing/Partner Relations/Monitoring
- 5. Willing to travel
- 6. Willing to be assigned to SHFC Regional offices

#### **Funds Generation**

### A. Duties and Responsibilities

1. Conducts research/gathers data regularly to comply with the reportorial requirements for securitization;

- 2. Coordinates meetings with the program advisor, arranger, third parties, and other stakeholders to complete the financial report of the BALAI CMP bonds:
- 3. Assists in processing, reconciling, and analyzing securitization remittance data for the post-issuance financial report;
- 4. Follows up pertinent FCD reports for the post-issuance financial report; and
- 5. Performs other related functions as may be assigned from time to time.

Education: Bachelor's Degree relevant to the job

Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Investment banking and corporate finance
- 2. Process formulation
- 3. Computer applications such as MS Office (Word, Excel, Powerpoint)
- 4. Excellent interpersonal and communication skills
- 5. Excellent analytical and numerical skills
- 6. Excellent time management and prioritization skills
- 7. Ability to produce presentations and financial analyses
- 8. Willing to travel
- 9. Willing to be assigned to SHFC Regional offices

### Legal

### A. Duties and Responsibilities

- 1. Provides technical assistance to senior staff;
- 2. Responsible for setting scheduled meetings by getting a quorum and checking the availability of the directors through their secretaries;
- 3. Assists in the preparation of Board Materials and other requirements of the Secretariat;
- 4. Ensures that the schedule of committee/board meetings will push through by doing post-preparatory activities;
- 5. Assists the Directors and other guests during meetings;
- 6. Monitors the Data Privacy compliances;
- 7. Assists in the completion of reports and data gathering;
- 8. Monitors and routes incoming mail and other materials, and answers routine letters;
- 9. Answers the telephone and gives information to callers; takes messages or transfers calls to appropriate individuals;
- 10. Composes and makes copies of correspondences and other printed material; prepares vouchers as directed;
- 11. Locates and attaches appropriate files to incoming correspondences requiring replies;
- 12. Liaises in court, project sites, or any agency as needed; and
- 13. Performs other related functions that may be assigned from time to time and demonstrates continuous effort in providing quality customer service.

### **B.** Oualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. MS Office applications (Word, Excel, Powerpoint)
- 2. Good communication and interpersonal skills
- 3. Willing to travel
- 4. Willing to be assigned to SHFC Regional offices

#### **PRD**

### A. Duties and Responsibilities

- 1. Assists in conducting initial review and evaluation of applications for partner accreditation;
- 2. Assists in the conduct of examination of prospective and accredited mobilizers to ensure compliance with established policies and procedures;
- 3. Assists in Background Investigation of applicant mobilizers and builders;
- 4. Ensures that requests for project assistance are properly recorded, attended, and controlled;
- 5. Ensures that documents are properly recorded and monitored to ensure expeditious processing and accreditation;
- 6. Attends to inquiries and complaints, and provides necessary assistance and advice to ensure/enhance the full understanding of SHFC programs/initiatives;
- 7. Prepares accreditation-related reports and presentation materials;
- 8. Participates and takes part in all PRD-initiated activities; and
- 9. Performs other related tasks that may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job

Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. NGO, CSO and PO trends and concerns
- 2. Laws relating to contractors and builders in the Philippines
- 3. Proficiency in computer applications such as MS Office
- 4. Above average communication and interpersonal skills
- 5. Basic events management
- 6. Willing to travel
- 7. Willing to be assigned to SHFC Regional offices

### **Insurance**

- 1. Assists in validating supporting documents for accurate enrollment of newly taken-out projects under MRI/FAPI coverage;
- 2. Assists in evaluating the submitted documents and verifies if deceased borrower is covered by MRI/FIRE to facilitate the claims;
- 3. Assists in verifying if the substitute MBs are eligible for MRI/FAPI coverage based on the existing guidelines in the processing of enrollment;
- 4. Assists in drafting letter to heir/s of the deceased necessary to submit additional documents in support of MRI/FIRE for proper filing of

claims;

- 5. Assists in updating accounts by deleting from MRI/FAPI coverage due to Full Payment, MRI Claim, Expired Term and Restructuring to determine ending balances of premium;
- 6. Drafts memoranda and other forms of communication to address complaints, letters, etc. from stakeholders, as needed;
- 7. Maintains regular requisition/procurement, stockpiling, and distribution of office supplies, materials, and equipment and assists in liaising work for the Division; and
- 8. Performs other functions that may be assigned from time to time by the Immediate Superior.

### **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

- C. Knowledge, Skills, and Attitude
- 1. Basic accounting
- 2. Business correspondence
- 3. Proficiency in computer applications such as MS Office (Word, Powerpoint & Excel)
- 4. Good communication and interpersonal skills
- 5. Willing to travel
- 6. Willing to be assigned to SHFC Regional offices

### **MSD**

### A. Duties and Responsibilities

- 1. Assists in encoding eTD for segregation of Titles for projects with hold-out:
- 2. Assists in the drafting of legal documents, resolutions, and contracts;
- 3. Assists Community Associations (CAs) in the Transfer of Title and Annotation of Real Estate Mortgage with the Registry of Deeds (RD) and the processing of SPA, Sec. Cert., etc.;
- 4. Assists CAs in the computation of taxes and fees from LGU, BIR, and RD:
- 5. Prepares, monitors, and updates status reports of projects;
- 6. Follows up projects with BIR/RD;
- 7. Maintains a complete file of records and documents (e.g. memoranda) for the Division/Department; and
- 8. Performs other functions as may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Encoding of technical description
- 2. Legal documents, resolutions, and contracts
- 3. BIR and RD processes for assessment of taxes or registration fees
- 4. Proficiency in computer and internet applications
- 5. Good communication skills
- 6. Good interpersonal skills to cultivate relationship with others and

reach goals

- 7. Ability to do Complete Staff Work
- 8. Willing to travel
- 9. Willing to be assigned to SHFC Regional offices

#### **ICTD**

### A. Duties and Responsibilities

- 1. Assists in writing, updating, and maintaining computer programs or software packages to handle specific jobs, such as tracking loan documents, storing or retrieving data, or employee database maintenance;
- 2. Assists in conducting trial runs of programs and software applications to be sure that the desired information and instructions are correct;
- 3. Compiles and writes documentation of program development and subsequent revisions, inserting comments in the coded instructions so other developers can understand the program;
- 4. Assists in maintaining assigned application and programs;
- 5. Assists in revising or expanding existing programs to increase operating efficiency or adapt to new requirements;
- 6. Assists in writing or contributing to instructions or manuals to guide end users;
- 7. Assists in preparing detailed workflow charts and diagrams that describe input, output, and logical operation, and convert them into a series of instructions coded in a computer language;
- 8. Assists other junior programmers on delivering their task; and
- 9. Performs other related functions as may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. SQL/Web Programming/ASP.Net/PHP/VB6/MS Office
- 2. Good interpersonal and computing skills
- 3. Proficiency in MS Office applications, computer programming, and SQL programming
- 4. Willing to travel
- 5. Willing to be assigned to SHFC Regional offices

### HR

- 1. Conducts initial interview in the absence of the Recruitment Assistant.
- 2. Arranges logistics needed for in-house training programs, participants' payments and records needed by training firms for public seminars;
- 3. Prepares and checks training materials such as outlines, texts and handouts prepared by instructors;
- 4. Assists in organizing, developing and obtaining training procedure manuals, guides and course materials such as hand-outs and other visual aids:
- 5. 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;
- 6. Compiles training modules and materials acquired by the agency for both the in-house and external seminars;
- 7. Monitors, evaluates and records training programs to determine the training effectiveness and its impact to the organization;
- 8. Assists in coordinating with Managers and Division Chiefs of all departments/divisions for the implementation of PMS's activities;
- 9. Collects, verifies and compiles submitted accomplished employees' performance appraisal;
- 10. Records and updates performance appraisal rating of all employees on database on per semester basis;
- 11. Assists in summarizing employees' rating, evaluation of ratee and rater's comments and communication of the results to immediate supervisor; and
- 12. Files and safekeeps PA forms and other communications related to employees' performance.

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Administration and Management
- 2. Documents and Records Management
- 3. Good organizational and presentation skills
- 4. Excellent communication and records management
- 5. Proficiency in computer applications such as MS Office (Word, Excel, PowerPoint)
- 6. Willing to travel
- 7. Willing to be assigned to SHFC Regional offices

### Central Luzon, HDH Luzon, OVP-Visayas, Cebu, CDO

- 1. Assists in the technical evaluation of properties in accordance with SHFC Appraisal system and procedures, and programs' terms and policies;
- 2. Assists in conducting site inspection, verification of title/s, and appraisal of properties for CMP;
- 3. Gathers and analyzes general and specific data necessary in the preparation of appraisal report;
- 4. Assists in preparing title verification and site inspection, appraisal, project accomplishment, and compliance reports;
- 5. Assists in validating accomplishment/compliance documents submitted and assesses conditions thereof for purposes of loan release;
- 6. Assists in evaluating site development and house construction cost estimates submitted to determine the technical feasibility of the proposed projects under SHFC's housing programs;
- 7. Prepares materials for presentation to the SHFC Board of Directors;
- 8. Assists in updating cost indicator and prices of construction materials; and
- 9. Performs other related functions that may be assigned from time to

time.

### **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job preferably Civil or

Geodetic Engineering

Experience: 1 year of relevant work experience

Training: 4 hours of relevant training C. Knowledge, Skills, and Attitude

- 1. Real estate appraising, surveying/property identification, cost estimating
- 2. Lot plotting through AutoCAD and/or other related software
- 3. Willing to travel
- 4. Willing to be assigned to SHFC Regional offices

### **CMD**

### A. Duties and Responsibilities

- 1. Assists in reviewing and monitoring the inventory of accountable forms (CMRs and ORs) and prepares reports thereof;
- 2. Assists in reviewing and monitoring timely submission of paid disbursement vouchers and prepares related reports to COA/FCD;
- 3. Assists in cashiering operation during peak volume period and prepares reports thereof;
- 4. Assists in the monitoring of Petty Cash fund and prepares liquidation report for submission to COA/FCD;
- 5. Assists in verifying last amortization payment (MWRF) for TCT release;
- 6. Coordinates with Landbank and SHFC Regional Offices for the reconciliation and consolidation of regional and online collections; and
- 7. Performs other duties as may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training

### C. Knowledge, Skills, and Attitude

- 1. Basic accounting system
- 2. Records management
- 3. Good interpersonal skills
- 4. Good communication skills
- 5. Proficiency in computer applications such as MS Office
- 6. Willing to travel
- 7. Willing to be assigned to SHFC Regional offices

#### **FCD**

- 1. Assists in reconciling and adjusting uncategorized undistributed collections (UC) by carefully analyzing the transactions to come up with a correct and reliable accounting entry;
- 2. Assists in validating collections for HDH Accounts through careful analysis of transactions;
- 3. Assists in maintaining subsidiary ledgers for HDH accounts to ensure

- a reliable balances of member-beneficiary's accounts;
- 4. Provides assistance to various CMP related concerns and queries of all concerned units including regional offices;
- 5. Assists in the reversal of UC for "1 year updating scheme" accounts by processing the data for a timely reversal of accounts;
- 6. Prepares a periodic report on the ageing of HDH accounts; and
- 7. Performs other related tasks as maybe assigned from time to time.

Education: Bachelor's Degree relevant to the job Experience: 1 year of relevant work experience

Training: 4 hours of relevant training C. Knowledge, Skills, and Attitude

- 1. Accounting and Mathematics
- 2. Good analysis and mathematical skills
- 3. Proficiency in computer applications such as MS Office (Word, Excel, PowerPoint)
- 4. Willing to travel
- 5. Willing to be assigned to SHFC Regional offices

### **Technical Staff 4 (76 personnel)**

#### TASK FORCE ON REMEDIAL ACCOUNTS - TS 4

### A. Duties & Responsibilities

- 1. Assists in developing, improving, and automating the system and procedures in the preparation of Statement of Accounts, monitoring of collection report, and in rendering efficient and prompt services to customers;
- 2. Assists in supervising the implementation of the systems and procedures in preparation of Statement of Accounts, List of Payments, Abstract of Accounts, and other reports pertaining to CA's account;
- 3. Assists in processing and facilitating the signing of Application for Loan Restructuring, Loan Restructuring Agreement (LRA), and Promisory Notes (PN) to qualified MBs for loan restructuring under RA 9507:
- 4. Documents compliance of requirements for restructuring, MRI enrollment, substitutions, closing of UC by FCD bookings, and turnover of rehabilitated accounts to concerned departments;
- 5. Assists in conducting on-site orientation or seminar on ledgering to ensure distribution of Statement of Account, Individualization, and Substitution for the Community Association/s;
- 6. Orients and assists dysfunctional CAs/MBs in reorganizations and in securing buy-in to rehabilitations;
- 7. Supports the Division in the mediation, resolution, and settlement of issues pertaining to CMP among CA members and recalcitrant-members of CA accounts under remedial rehabilitations; and
- 8. Performs other related functions that may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree in any relevant course Experience: 2 years of related work experience

Training: 8 hours of relevant training

### C. Knowledge, Skills and Attitude

- 1. Subsidiary ledgers and reconciliation
- 2. Account management
- 3. Good communication, interpersonal, and negotiation skills
- 4. Reliable, honest, hardworking and willing to render overtime
- 5. Proficient in computer applications such as MS Office and/or basic programming languages
- 6. Well-organized, analytical, able to plan work assignments
- 7. Customer-oriented
- 8. Willing to travel
- 9. Willing to be assigned to SHFC Regional offices

### **GSAT & REGIONAL - TS 4**

### A. Duties & Responsibilities

- 1. Assists in community organizing to communicate programs and planned projects to the respective communities;
- 2. Assists in conducting community meetings (GA), CMP Orientations, and pre-orientations to prospective Community Associations (CAs) in the pipeline;
- 3. Coordinates with Project Development Unit (Background Investigation, Loan Examination, Site Inspection, and Mortgage Examination) to assist on-site orientations and partners (LGUs, Gas, & HOAs) in securing requirements and other related documents;
- 4. Facilitates queries or questions of partners/MBs, ensure compliance of project findings & evaluations, conducts field investigation, and coordinates with other SHFC departments for their resolution;
- 5. Assists and recommends capacity building activities (Trainings & Fora), raising the consciousness of the association on financial literacy, setting-up of savings program, and reinforces collection campaigns in the communities;
- 6. Assists in initial evaluation of contractors/developers and mobilizers applying for accreditation;
- 7. Assists in the conduct of Background Investigation of applicant developers, contractors, and mobilizers;
- 8. Answers queries and drafts letters for the partners inquiring about SHFC and its programs;
- 9. Facilitates queries or questions of partners and coordinates with other SHFC departments for its resolution;
- 10. Updates baseline information of partners or CMP Stakeholders in relation with the conduct of Capacity Building Program;
- 11. Assists in facilitating consultations and assemblies with the partners to ascertain their training needs and its development;
- 12. Assists in facilitating and coordinating with resource persons and support institutions for the conduct of Capacity Building Programs for the SHFC partners; and
- 13. Performs other related functions that may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree in any relevant course

Experience: 2 years of related work experience

Training: 8 hours of relevant training

### C. Knowledge, Skills and Attitude

- 1. Knowledge in community organizing
- 2. Capacity building
- 3. Conceptualization and recommendation of new and better ways of providing service and coordinating with MBs/partners/stakeholders
- 4. Reliable, honest, hardworking and willing to render overtime
- 5. Proficient in MS Office (Word, Excel, Powerpoint)
- 6. Research and data analysis
- 7. Hardworking, efficient, can work with minimum supervision
- 8. Punctual, can work under pressure, excellent multi-tasking skills
- 9. Willing to work beyond office hours if necessary
- 10. Willing to travel
- 11. Willing to be assigned to SHFC Regional offices

### INFORMATION AND PUBLIC ASSISTANCE DESK

### A. Duties & Responsibilities

- 1. Assists in monitoring complaints from the Hotline 8888 Complaints Center and from the 8888 SHFC MS Outlook account;
- Assists in evaluating complaints received from the Hotline 8888
   Complaints Center, 8888 SHFC MS Outlook account, Presidential
   Complaints Center, Civil Service Commission, HUDCC, Office of the
   President, Office of the Executive Vice President, and National Home
   Mortgage Finance Corporation;
- 3. Coordinates with the complainant and with the concerned department on the details of the complaint;
- 4. Furnishes the concerned department and the Hotline 8888 Complaints Center with a copy of signed memorandum through e-mail and from the Hotline 8888 SHFC account;
- 5. Assists in monitoring the action taken by the concerned department on the complaint within the required 72-hour period;
- 6. Furnishes the Hotline 8888 Complaints Center, Presidential Complaints Center, Civil Service Commission, HUDCC, OP, OEVP, or NHMFC with the action taken by the concerned department;
- 7. Prepares and updates Complaint Monitoring Sheet on a monthly basis:
- 8. Assists in answering queries on SHFC's Housing Program from walk-in clients, telephone inquiries, and from social media through the Information and Public Assistance Desk (IPAD);
- 9. Prepares and updates the IPAD report on a monthly basis; and
- 10. Performs other related functions as may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree in any relevant course

Experience: 2 years of related work experience

*Training*: 8 hours of relevant training

### C. Knowledge, Skills and Attitude

Preferably with knowledge in various government housing programs and services, especially on Community Mortgage Program

- 1. Proficient in oral and written communication
- 2. Reliable, honest, hardworking and willing to render overtime
- 3. Computer applications (MS Word, MS Excel, and MS Powerpoint)

- 4. Positive attitude towards others
- 5. Can work with limited supervision
- 6. Willingness to work well with others
- 7. Willing to travel
- 8. Willing to be assigned to SHFC Regional offices

#### **REGIONAL COORDINATION – TS 4**

### A. Duties & Responsibilities

- 1. Assists in reviewing and checking loan and mortgage documents under the CMP as to their validity, legality, and acceptability based on the CMP guidelines;
- 2. Prepares and maintains proper safekeeping of all documents needed for the review of project/s and approval prior to take-out;
- 3. Coordinates with the Community Association (CA) regarding compliances to CMP program application findings;
- 4. Prepares payments due to stakeholders (landowner, contractor, and mobilizer) and LGUs (government dues: Real Property, Transfer Tax, Registration of Title, and annotation);
- 5. Assists in reviewing the Lease Purchase Agreement in accordance with the master list for take-outs;
- 6. Assists in conducting Loan Examination (LE) and Background Investigation (BI) on new CMP applications and occupancy validation of Member-Beneficiaries (MB);
- 7. Assists in conducting general assemblies and orientations to prospect Community Associations (CA);
- 8. Assists in preparing LE and BI Reports and Project Profile;
- 9. Assists in preparing compliance reports to findings and internal and external communication on queries about LE and BI; and
- 10. Performs other functions that may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree in any relevant course

Experience: 2 years of related work experience

Training: 8 hours of relevant training

### C. Knowledge, Skills and Attitude

- 1. Loan and Mortgage documentation and process
- 2. Computer literate
- 3. Reliable, honest, hardworking and willing to render overtime
- 4. CMP policies and guidelines, applicable laws
- 5. Proficiency in computer applications such as MS Office (Word, Excel, PowerPoint)
- 6. Good analytical and communication skills
- 7. Team-player, trust-worthy, hardworking, punctual, and dependable
- 8. Able to work under pressure, within deadlines, and with minimum supervision
- 9. Willing to render overtime and occasionally travel to regions
- 10. Willing to travel
- 11. Willing to be assigned to SHFC Regional offices

### **LEGAL AFFAIRS DIVISION – TS 4**

### A. Duties & Responsibilities

1. Assists in researching and preparing the laws, applicable jurisprudence

- and rules needed by the lawyer in their pleading to be filed in court;
- 2. Assists in drafting simple affidavits, agreements, contracts, and memoranda needed by the Immediate Supervisor and other senior staff;
- 3. Appears in court when lawyer is not available;
- 4. Acts as temporary custodian of titles for release to MBs;
- 5. Prepares the necessary documents (e.g. Partial release of Real Estate Mortgage) for the release of title to MBs;
- 6. Assists in supervising legal research work and the release of titles to MBs;
- 7. Assists in maintaining research material (e.g. Law books, forms and reference) for proper safekeeping and easy tracking of reference materials;
- 8. Acts as the department's liaison officer with government agencies in the absence of the Lawyers; and
- 9. Performs other functions that may be assigned from time to time.

Education: Bachelor of Law

Experience: 2 years of related work experience

Training: 8 hours of relevant training C. Knowledge, Skills and Attitude

- 1. Laws and Jurisprudence relating to housing and corporate finance
- 2. Legal Forms, legal writing, and rules of court
- 3. Reliable, honest, hardworking and willing to render overtime
- 4. Drafting and Review of Contracts
- 5. Legal research and legal writing
- 6. Computer proficiency in MS Applications (Word, Excel, PowerPoint)
- 7. Hardworking, efficient, can work with minimum supervision, attentive to details, punctual, can work under pressure doing multiple tasks, willing to work beyond regular office hours if necessary and comfortable with working under schedules and deadlines
- 8. Willing to travel
- 9. Willing to be assigned to SHFC Regional offices

#### PDE AND PRD - TS 4

- 1. Assists in the initial evaluation of contractors/developers and mobilizers applying for accreditation;
- 2. Assists in the conduct of Background Investigation of applicant developers, contractors, and mobilizers;
- 3. Answers queries and drafts letters for the partners inquiring about SHFC and its programs;
- 4. Facilitates queries or questions of partners and coordinates with other SHFC departments for its resolution;
- 5. Assists in updating baseline information of partners or CMP Stakeholders in relation with the conduct of Capacity Building Program;
- 6. Assists in facilitating consultations and assemblies with the partners to ascertain their training needs and its development;
- 7. Assists in facilitating and coordinating with resource persons and support institutions for the conduct of Capacity Building Programs for the SHFC partners; and
- 8. Performs other related duties as may be assigned by the Immediate

Supervisor.

### **B.** Qualification Standards

Education: Bachelor's Degree in any relevant course

Experience: 2 years of related work experience

Training: 8 hours of relevant training C. Knowledge. Skills and Attitude

- 1. Conceptualization and recommendation of new and better ways of providing service and coordinating with MBs/partners/stakeholders
- 2. Computer literate
- 3. Reliable, honest, hardworking and willing to render overtime
- 4. Good written and oral communication skills
- 5. Research and data analysis
- 6. Computer proficiency (MS Word, MS Excel, MS Powerpoint)
- 7. Able to multitask; able to handle stressful situations
- 8. Willing to travel
- 9. Willing to be assigned to SHFC Regional offices

### MANAGEMENT SERVICES DEPARTMENT - TS 4

### A. Duties & Responsibilities

- 1. Assists in plotting individual Title of Community Associations (CA) and encodes Technical Description (to be trained by the Land Registration Authority);
- 2. Assists in processing Transfer of Title with the Registry of Deeds in the name of CA;
- 3. Assists in facilitating approved Subd. Plan/TD in LRA or DENR;
- 4. Assists in facilitating segregation of Titles of CA for net CMP area;
- 5. Assists in reviewing Title of CA in LRA/DENR; and
- 6. Performs other functions as may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree in any relevant course

Experience: 2 years of related work experience

Training: 8 hours of relevant training

### C. Knowledge, Skills and Attitude

- 1. Encoding and plotting of technical description of TCT
- 2. Computer literate
- 3. Reliable, honest, hardworking and willing to render overtime
- 4. Facilitation of title transfer in RD/LGU for taxes and fees payments
- 5. BIR/LGU transactions i.e. assessment of taxes and fees
- 6. Drafting of simple contracts, memos, and letters
- 7. Proficiency in computer and internet applications
- 8. Analytical and problem-solving skills
- 9. Multi-tasking skills and good communication skills
- 10. Has keen attention to details
- 11. Punctual, efficient, honest, and trustworthy
- 12. With positive attitude towards work
- 13. Willing to travel
- 14. Willing to be assigned to SHFC Regional offices

### **HUMAN RESOURCES DEPARTMENT – TS 4**

- 1. Assists in administering a proactive and responsive personnel selection and placement to acquire and provide personnel based on the required competencies and qualifications of the requisitioning unit;
- 2. Assists in ensuring the implementation of the Competency-Based System in Recruitment and Promotion;
- 3. Arranges logistics needed for in-house training programs, participants' payments and records needed by training firms for public seminars;
- 4. Assists in preparing and checking training materials such as outlines, texts and hand-outs prepared by instructors;
- 5. Assists in organizing, developing and obtaining training procedure manuals, guides and course materials such as hand-outs and other visual aids:
- 6. Assists in coordinating and working with Group Heads, Managers, Chiefs of Division and Resource Persons with regard to training programs to be conducted/facilitated to ensure its smooth implementation;
- 7. Compiles training modules and materials acquired by the agency for both the in-house and external seminars;
- 8. Monitors, evaluates and records training programs to determine the training effectiveness and its impact to the organization;
- Coordinates with Managers and Division Chiefs of all departments/divisions for the implementation of PMS's activities;
- 10. Collects, verifies and compiles submitted accomplished employees' performance appraisal;
- 11. Assists in recording and updating performance appraisal rating of all employees on database on per semester basis;
- 12. Summarizes employees' rating, evaluates ratee and rater's comments and communicates the results to immediate supervisor; and
- 13. Performs other functions as may be assigned from time to time.

Education: Bachelor's Degree in any relevant course

Experience: 2 years of related work experience

Training: 8 hours of relevant training C. Knowledge, Skills and Attitude

- 1. Recruitment and Promotion, Training and Development
- 2. Computer literate
- 3. Reliable, honest, hardworking and willing to render overtime
- 4. Administration and Management; and Documents and Records Management
- 5. Good organizational and presentation skills
- 6. Possesses excellent communication skills; excellent records management
- 7. Proficiency in computer applications such as MS Office (Word, Excel, PowerPoint)
- 8. Resilient, results and quality-oriented, committed, organized, self-motivated, a team player, and with keen attention to details
- 9. Has sense of urgency, persistent (especially in making constant follow-up)
- 10. Willing to travel
- 11. Willing to be assigned to SHFC Regional offices

### **CASH MANAGEMENT DIVISION - TS 4**

### A. Duties & Responsibilities

- 1. Assists in checking the collection reports from Regional Offices and collecting agents to ensure the accuracy and completeness of the submitted reports;
- 2. Assists in examining and validating remittance reports, receipts and bank remittance advices/credits and the matching of actual receipt of collections versus remittance reports and individual receipts and ensures that all are properly recorded and booked;
- 3. Coordinates and acts as liaison officer to collecting bank/branches and regional offices on matters relative to findings and discrepancies between corporate records, bank advices/credits versus collecting data submitted thereto:
- 4. Encodes, checks, edit and finalizes reports for List of Online collection per date of payment; classifies accounts category (Remedial and Retained) then generates Summary of Remittance report;
- 5. Reproduces, collates and files copy of Remittance Report and Abstract of Collection and for distribution to various departments thru FCD;
- 6. Assists in preparing communication and memoranda to concerned departments/units regarding discrepancies in the remittance reports, so that proper adjustments could be posted in the borrowers ledgers;
- 7. Verifies returned checks reported by LBP and prepares memorandum for cancellation of payment and informs the borrower/CA;
- 8. Maintains accountable forms (CMRs and ORs) for issuance and use of Inhouse collections, Regional Offices and collecting banks;
- 9. Assists and acts as cashier in collection servicing at the in-house counter during peak period break time;
- 10. Assists in the preparation of Monthly Cash Position report per accounts (Gen. Fund I, Gen. Fund II and Take Out Fund) and validates the fund balances each accounts reconciled with bank balances and outstanding checks schedules and monthly collection reports per sources (In-house, LBP On-line remittance and Regional Collection) for purposes of management information and monitoring; and
- 11. Performs other duties and functions as assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree in any Accountancy or Financial Management

Experience: 2 years of related work experience

Training: 8 hours of relevant training

### C. Knowledge, Skills and Attitude

- 1. Accounting standards and procedures, computer operation (Word/Excel)
- 2. Computer literate
- 3. Reliable, honest, hardworking and willing to render overtime
- 4. Records management and business correspondence
- 5. Cashiering operations
- 6. Good interpersonal, communication, and organizational skills
- 7. Above average accounting skills
- 8. Able to work on deadlines; must have a positive attitude

- 9. Able to work independently/with minimal supervision; flexible, able to multi-task
- 10. Willing to travel
- 11. Willing to be assigned to SHFC Regional offices

#### FINANCE COMPTROLLERSHIP DEPARTMENT – TS 4

### A. Duties & Responsibilities

- 1. Assists in handling recording of transactions in the books of accounts;
- 2. Assists in conducting analyses of accounts and/or transactions;
- 3. Assists in handling posting in the General Ledger;
- 4. Assists in preparing bank reconciliation statements;
- 5. Assists in preparing financial statements and other reports for submission to management;
- 6. Assists in handling reconciliation of subsidiary ledger with general ledger;
- 7. Assists in maintaining subsidiary ledgers of each of the developmental loan borrowers;
- 8. Assists in preparing statements of accounts;
- 9. Assists certifying correctness of data encoded in the borrower's ledgers;
- 10. Assists in preparation of Corporate Operating Budget (COB);
- 11. Assists in processing billings of Salaries and Wages, office expenses, travelling expenses and other expenses of the Fund;
- 12. Assists in doing developmental loan functions such as but not limited to monitoring of accounts, foreclosure of accounts, transfer of titles to SHFC, etc;
- 13. Prepares reports, memoranda, letters, etc.; and
- 14. Performs other functions that maybe assigned from time to time.

### **B.** Qualification Standards

*Education*: Bachelor's Degree in Accountancy *Experience*: 2 years of related work experience

Training: 8 hours of relevant training

### C. Knowledge, Skills and Attitude

- 1. Above average written communication skills
- 2. Computer literate
- 3. Reliable, honest, hardworking and willing to render overtime
- 4. Willing to travel
- 5. Willing to be assigned to SHFC Regional offices

### **OPERATIONS (LE/BI) – TS 4**

- 1. Assists in conducting initial review of documents submitted by the HOA/Cooperative based on CMP guidelines;
- 2. Assists in preparing findings on submitted documents and coordinates with CAs regarding compliances;
- 3. Assists in preparing compliance reports to findings and internal and external communication on queries about BI;
- 4. Assists in conducting Background Investigation (BI) on new CMP applications and occupancy validation of Member-Beneficiaries (MB);
- 5. Assists in the preparation BI Reports and Project Profile;
- 6. Assists in the preparation of Powerpoint presentations of projects for Crecom, Execom, and Board meetings;
- 7. Prepares Letters of Guarantee and Notices of Approval to HOA;

- 8. Assists in reviewing and evaluating documents for take-out of project;
- 9. Assists in reviewing Disbursement Vouchers for Phase 1 and Phase 2 approvals;
- 10. Assists in monitoring releases of funds and prepares reports thereof;
- 11. Attends meetings with stakeholders and others;
- 12. Assists in the preparation of reports needed by Planning, DBM, DILG, etc.; and
- 13. Performs other related functions as may be assigned from time to time.

Education: Bachelor's Degree in any relevant course

Experience: 2 years of related work experience

Training: 8 hours of relevant training

### C. Knowledge, Skills and Attitude

- 1. HDH and CMP policies and guidelines and applicable laws
- 2. Computer literate
- 3. Reliable, honest, hardworking and willing to render overtime
- 4. Loan documentation and process
- 5. Good communication skills
- 6. Problem-solving and decision-making skills
- 7. Technology literacy
- 8. Minutes documentation
- 9. Responsive, reliable, hardworking, efficient, results-oriented, a teamplayer
- 10. Can deal well with people of different backgrounds and can adapt to a fast-paced working environment
  - 11. Willing to travel
  - 12. Willing to be assigned to SHFC Regional offices

### **OPERATIONS (MORTGAGE EXAMINER) – TS 4**

- 1. Assists in reviewing and validating loan and mortgage documents under the CMP as to their validity, legality, enforceability and acceptability based on the CMP policies and guidelines;
- 2. Assists in the preparation of mortgage examination findings through thorough review of the submitted documents for approval of loan application;
- 3. Assists in communicating mortgage examination findings accurately to stakeholders for correct and complete compliance thereto (e.g. Mobilizer, CA or landowner);
- 4. Clarifies any queries raised by the stakeholders in order to comply with the submission of the requirements for loan approval;
- 5. Assists in coordinating with SHFC linkages and partners to secure documents necessary for the approval of the loan applications;
- 6. Assists in collating and reviewing of mortgage documents after issuance of letter of guaranty based on the ME checklist for processing of loan release:
- 7. Assists in consolidating the required documents necessary for the transfer of title to Community Association's name and annotation of REM;
- 8. Sits-in at Pre-Credit Committee meetings every month for the review of project/s and approval prior to submission for Credit Committee meeting;
- 9. Assists in maintaining proper safekeeping of mortgage documents

submitted: including title's property with annotation of the REM for the protection of the released loan;

- 10. Prepares transmittal letter for the release of check payments to landowner/s for proper monitoring of payments; and
- 11. Performs other functions that may be assigned form time to time.

### **B.** Qualification Standards

Education: Bachelor of Laws

Experience: 2 years of related work experience

Training: 8 hours of relevant training C. Knowledge, Skills and Attitude

- 1. CMP policies and guidelines and applicable laws
- 2. Computer literate
- 3. Reliable, honest, hardworking and willing to render overtime
- 4. Jurisprudence relating to housing and corporate financing
- 5. Loans and Mortgage Examination
- 6. Legal research and writing proficiency
- 7. Good oral and written communication skills
- 8. Problem-solving and decision-making skills
- 9. Technology literacy
- 10. Planning and scheduling of appointments
- 11. Minutes documentation
- 12. Willing to travel
- 13. Willing to be assigned to SHFC Regional offices

### **OPERATIONS (APPRAISER) – TS 4**

### A. Duties & Responsibilities

- 1. Assists in conducting site inspection, verification of title/s and property's land use, and appraisal of properties for acquisition thru CMP;
- 2. Assists in gathering and analyzes general and specific data necessary in the preparation of appraisal report;
- 3. Assists in the preparation of site inspection, title verification, appraisal, project accomplishments, and compliance reports;
- 4. Assists in validating accomplishment/compliance documents submitted by stakeholders and assesses conditions thereof for purposes of loan release;
- 5. Assists in preparing materials for presentation to the SHFC Board of Directors such as maps showing comparable CMP projects within the vicinity and pictures of projects to be indorsed for LOG approval;
- 6. Assists in checking a) the property's boundaries and configuration thru plotting, b) the accuracy of the technical description inscribed in the Transfer Certificates of Titles, c) the approved subdivision plan, and d) the total land area;
- 7. Assists in attending to the queries of various CA/CMP mobilizers and coordinates with the same on how to resolve project issues through cliniquing;
- 8. Assists in canvassing prices of construction materials; and
- 9. Performs other related functions that may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree in Civil or Geodetic Engineering

Experience: 2 years of related work experience

Training: 8 hours of relevant training

### C. Knowledge, Skills and Attitude

- 1. Real estate appraisal; Surveying/Property identification
- 2. Cost estimating, lot plotting thru AutoCAD and/or other related software
- 3. Hard-working, efficient, can work with minimum supervision
- 4. Computer literate
- 5. Reliable, honest, hardworking and willing to render overtime
- 6. Detail-oriented, punctual, can manage time and priorities well
- 7. Reliable, honest, willing to work beyond regular office hours if necessary
- 8. Willing to travel
- 9. Willing to be assigned to SHFC Regional offices

### **Technical Staff 5 (3 personnel)**

### **MSD - TS 5**

### A. Duties & Responsibilities

- 1. Assists in assessing physical accomplishment of both site development and house/building construction based on approved plans and project cost:
- 2. Submits weekly report on project progress vis-à-vis proposed work schedule/cost:
- 3. Assists in identifying issues affecting projects implementation and recommended solution/s;
- 4. Assists in conducting coordination meeting with contractor and HOA/CMP-M re: project issues/solutions once a week;
- 5. Assists in evaluating contractors' request for progress billing vis-avis actual accomplishment;
- 6. Assists in coordinating with project utility and companies to assure water/power connections;
- 7. Assists in monitoring projects compliance with the requirements of other government agencies (ECC, etc.);
- 8. Reports compliances with mitigating measures;
- 9. Prepares materials for presentation to the SFHC Board of Directors such as maps showing comparable CMP projects within the vicinity and pictures of projects to be endorsed for LOG approval;
- 10. Canvasses prices of construction materials;
- 11. Performs other related functions that may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree in Civil or Geodetic Engineering

Experience: 3 years of related work experience

Training: 16 hours of relevant training

### C. Knowledge, Skills and Attitude

- 1. Real Estate Appraising, surveying/property identification, cost estimating
- 2. Computer literate
- 3. Project supervision/management
- 4. Lot plotting through AutoCAD and/or other related software
- 5. Reliable, honest, hardworking and willing to render overtime
- 6. Reliable, honest, hardworking
- 7. Willing to travel

8. Willing to be assigned to SHFC Regional offices

### INFORMATION & COMMUNICATION TECH. DIV. - TS 5

### A. Duties & Responsibilities

- 1. Assists in writing updates and maintains computer programs or software packages to handle specific application such as storing and retrieving data:
- 2. Assists in correcting program errors by making appropriate changes and rechecking the program to ensure that the desired results are delivered;
- 3. Assists in conducting trial run of programs and software applications;
- 4. Assists in supervising junior programmers;
- 5. Assists in reviewing and rewriting programs using workflow chart and diagram;
- 6. Consults with technical personnel to clarify program intent, identify problems and suggest modifications;
- 7. Compiles documentation of program development and subsequent revisions;
- 8. Assists in preparing 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;
- 9. Assists computer operators or system analysts to define and resolve problem with regard to computer programs;
- 10. Observes the computer networks, workstations and central processing units of the system or peripheral equipment to determine their response to a program instruction;
- 11. Collaborates with computer users to assist in developing programming requirements; and
- 12. Performs other related functions that may be assigned from time to time and demonstrates continuous effort in providing quality customer service.

### **B.** Qualification Standards

*Education*: Bachelor's Degree in any relevant course *Experience*: 3 years of related work experience

Training: 16 hours of relevant training

### C. Knowledge, Skills and Attitude

- 1. Knowledge of circuit boards, processors, electronic equipment, computer hardware and software, including application and programming
- 2. Knowledge of the theory, principles and practices of systems and applications programming
- 3. Knowledge of the functions & capabilities of computer operations systems & software programming applications
- 4. Reliable, honest, hardworking and willing to render overtime
- 5. Knowledge of computer security procedures
- 6. Skilled in writing computer programs for various purposes
- 7. Ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules
- 8. Ability to identify information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events
- 9. Skilled in the use of the programming language specific to the assignment

- 10. Willing to travel
- 11. Willing to be assigned to SHFC Regional offices

### **Technical Staff 6 (7 personnel)**

### **REGIONAL COORDINATION - TS 6**

### A. Duties & Responsibilities

- 1. Assists in enforcing compliance of Board instructions with corporate circulars, rules, and procedures;
- 2. Prepares a variety of written reports, memoranda, and correspondence related to enforcement activities:
- 3. Assists in receiving and responding to endorsements, complaints, and/or reports from other departments on alleged violations;
- 4. Assists in conducting investigations whenever necessary and provides recommendations for resolutions thereof;
- 5. Maintains accurate documentation and case files on all enforcement actions/activities, including accurate and detailed information regarding code enforcement to substantiate violations;
- 6. Assists in coordinating with concerned parties and schedules interviews, meetings, and reports whenever necessary;
- 7. Performs a variety of field work whenever necessary;
- 8. Assists in researching, drafting, and revising/amending corporate circulars, rules, and procedures; and
- 9. Performs other related duties as may be required.

### **B.** Qualification Standards

Education: Bachelor of Laws

Experience: 3 years of related work experience

Training: 16 hours of relevant training C. Knowledge, Skills and Attitude

- 1. SHFC corporate circulars, guidelines, and procedures relevant to CMP and operations
- 2. Procedures involved in the enforcement of SHFC corporate circulars and guidelines
- 3. Laws and jurisprudence relating to housing and corporate finance
- 4. Legal forms, legal writing, and rules of court
- 5. Drafting and reviewing of contracts
- 6. Excellent interpersonal and communication (oral and written) skills
- 7. Proficient in computer applications such as MS Office (Word, Excel, Powerpoint)
- 8. With ability to respond to inquiries, complaints, and request for service in a fair, tactful, and firm manner
- 9. With ability to mediate resolutions in a timely and tactful manner
- 10. Hardworking, efficient, and able to work under strict schedules and deadlines
- 11. Able to work under pressure and deal calmly and effectively with highly stressful situations
- 12. Comfortable with negotiations and resolving conflict
- 13. Team player, comfortable with leading others
- 14. Enthusiastic, engaging, and able to influence and motivate others
- 15. Willing to travel

16. Willing to be assigned to SHFC Regional offices

### PRD - TS 6

### A. Duties & Responsibilities

- 1. Assists in the trainings of stakeholders who are potential loan applicants of SHFC programs;
- 2. Acts as a resource person, in lieu of SHFC Officer, on trainings with SHFC partners/stakeholders;
- 3. Assists in providing/suggesting inputs to resolve issues to guide stakeholders on the submission of valid and acceptable loan and mortgage documents;
- 4. Monitors status of the project's development after the assistance made with stakeholders and SHFC partners;
- 5. Assists in drafting/preparing necessary documents and/or securing them from other government agencies;
- 6. Assists in conducting meetings/consultations to aid CAs/HOAs in developing their proposed or pipeline projects to ascertain the legality, validity and enforceability of the documents and the quality of the properties to be mortgaged to SHFC; and
- 7. Performs other related functions as may be assigned.

### **B.** Qualification Standards

Education: Bachelor's Degree in any relevant course

Experience: 3 years of related work experience

Training: 16 hours of relevant training

### C. Knowledge, Skills and Attitude

- 1. Laws and Government
- 2. Community Mortgage Program's policies and guidelines
- 3. Excellent written and oral communications skill
- 4. Research and data analysis
- 5. Computer literate
- 6. Reliable, honest, hardworking and willing to render overtime.
- 7. Willing to travel
- 8. Willing to be assigned to SHFC Regional offices

### GENDER AND DEVELOPMENT DIVISION - TS 6

- Assists in implementing and facilitating the trainings and activities based on the annual Gender and Development Plans and Budget on both the clients and the organization to effectively carry out the Corporate Gender and Development advocacy;
- 2. Acts as a resource person in trainings with SHFC partners and Community Associations to constantly cascade relevant information;
- Assists in analyzing and resolving issues to guide relevant interested parties on the submission of valid and acceptable documents specifically on the applications of Gender and Development trainings and capacity buildings;
- 4. Assists in preparing specific proposals and presentations to persuade prospective partners/sponsors for livelihood projects, trainings, etc. to appropriately support the augmenting of amortization of the community;
- 5. Assists in initiating new approaches to effectively organize and coordinate trainings/seminars among units/offices within the organization and

relevant interested parties;

- 6. Assists in monitoring the Corporate Gender Responsiveness according to the Gender Mainstreaming Evaluation Framework Toolkit and Harmonized Gender and Development Guidelines Toolkit to continuously develop and re-develop the Gender and Development advocacy; and
- 7. Performs other related functions that may be assigned from time to time.

### **B.** Qualification Standards

Education: Bachelor's Degree in any relevant course

Experience: 3 years of related work experience

Training: 16 hours of relevant training

### C. Knowledge, Skills and Attitude

- 1. Knowledge in the guidelines and execution of RA 7192, Section 36 of RA 9710, EO 273, and PCW-NEDA-DBM Joint Circular No. 2012-01
- 2. Good networking and research skills
- 3. Good resource mobilization skills
- 4. Above average communication and analytical skills
- 5. Has a positive attitude and a team-player
- 6. Trustworthy, hardworking, punctual, dependable, and responsible
- 7. Innovative, self-driven, and proactive
- 8. Willing to travel
- 9. Willing to be assigned to SHFC Regional offices

### NCR CENTRAL - TS 6

### A. Duties & Responsibilities

- 1. Assists in monitoring the execution/implementation of the VP's instruction to NCR branches and concerned departments and submits regular reports of the same to the VP to achieve corporate goals;
- 2. Assists in working and liaising with concerned groups/departments/units relative to the completion of reports for submission to relevant department;

### **B.** Qualification Standards

Education: Bachelor's Degree in any relevant course

Experience: 3 years of related work experience

Training: 16 hours of relevant training

### C. Knowledge, Skills and Attitude

- 1. Good analytical and communication skills (written and oral)
- 2. Computer literate and able to multi-task
- 3. Can work under pressure, patient, trustworthy
- 4. Reliable, efficient, and hardworking
- 5. Willing to travel
- 6. Willing to be assigned to SHFC Regional offices

## **Technical Staff 7 (9 personnel)**

#### LEGAL AFFAIRS DIVISION & OBS – TS 7

### A. Duties & Responsibilities

1. Assists participating in the meetings in the absence of the department manager to ensure that the actions taken by the management are within the legal parameters;

- 2. Assists in liaising with relevant government agencies upon instruction by the management to promote the cooperation among government agencies and pursue the corporation's mandate;
- 3. Assists in submitting the required reports as maybe directed by the management to ensure that the management is sufficiently informed of relevant legal matters;
- 4. Assists in presiding over the mediation/conciliation proceedings regarding the inter-association or intra-association disputes between community associations or among its member-beneficiaries related to the social housing programs of the corporation in order to avoid unnecessary litigation;
- 5. Assists the corporation's other departments with regard to legal related concerns to ensure that the social housing programs are properly implemented; and
- 6. Performs other related duties as maybe assigned by the management in order to assist the corporation to achieve its corporate objectives and lawful mandate.

Education: Bachelor of Laws

Experience: 3 years of related work experience

Training: 16 hours of relevant training C. Knowledge, Skills and Attitude

- 1. Case disposition, legal counseling and arbitration, and litigation
- 2. Drafting and Review of Contracts
- 3. Legal research and legal writing
- 4. Computer proficiency in MS Applications (Word, Excel, PowerPoint)
- 5. Willing to travel
- 6. Willing to be assigned to SHFC Regional offices

### **GSAT & REGIONAL - TS 7**

### A. Duties & Responsibilities

- 1. Assists in preparing memoranda and other forms of communication to the President, EVP, VPs, concerned departments, stakeholders/clients, and other agencies;
- 2. Assists in gathering/studying data, documents, and other vital information required by the Vice President;
- 3. Assists in the preparation and coordination of reports needed by the Vice President;
- 4. Assists in the preparation, coordination, and facilitation (if needed) of meetings for the Vice President;
- 5. Assists in reviewing the materials (briefers/talking points) needed by the Vice President for his/her meetings and activities;
- 6. Assists in reviewing documents received from and/or endorsed to groups/departments/units and submits the output to the Vice President;
- 7. Assists the Vice President in providing supervision and guidance to the Luzon staff;
- 8. Assists in consolidating and monitoring Group/Department Action Plans for Luzon; and
- 9. Performs other related functions that may be assigned from time to time by the immediate supervisor/Vice President.

### **B.** Qualification Standards

Education: Bachelor's Degree in any relevant course

Experience: 3 years of related work experience

Training: 16 hours of relevant training C. Knowledge, Skills and Attitude

- 1. Conceptualization and recommendation of new and better ways of managing the business
- 2. Excellent written and oral communication skills
- 3. Reliable, honest, hardworking and willing to render overtime
- 4. Research and data analysis
- 5. Computer proficiency (MS Word, MS Excel, MS Powerpoint)
- 6. Able to multitask; able to handle stressful situations; self-motivated; a team player
- 7. Willing to travel
- 8. Willing to be assigned to SHFC Regional offices

### INFORMATION & COMMUNICATION TECH. DIV. – TS 7

### A. Duties & Responsibilities

- 1. Assists in supervising computer programs or software packages that handles specific jobs, such as tracking loan documents, storing or retrieving data, or employee database maintenance;
- 2. Assists in supervising the trial runs of programs and software applications to be sure that the desired information and instructions are correct;
- 3. Assists in supervising the creation of the documentation of program development and subsequent revisions;
- 4. Assists in supervising error corrections by making appropriate changes and then rechecking the program to ensure that the desired results are produced;
- 5. Assists in consulting with the manager, supervisor, and customer to clarify program intent, identify problems, and suggest changes;
- 6. Assists in performing revision and expansion of existing programs to increase operating efficiency or adapt to new requirements;
- 7. Assists in writing or contributing to instructions or manuals to guide end users;
- 8. Assists in preparing detailed workflow charts and diagrams that describe input, output, and logical operation, and convert them into a series of instructions coded in a computer language;
- 9. Assists in assigning, coordinating, and reviewing work and activities of programming personnel;
- 10. Collaborates with computer manufacturers and other users to develop new programming methods;
- 11. Assists in the systems presentation and operating guidelines to corporate management;
- 12. Supports subordinates in programming and program coding; and
- 13. Assists in handling other duties, responsibilities and special projects as assigned or needed by the immediate superior.

#### **B.** Oualification Standards

Education: Bachelor's Degree in any relevant course

Experience: 3 years of related work experience

Training: 16 hours of relevant training

C. Knowledge, Skills and Attitude

1. SQL/Web Programming/ASP.Net/PHP

- 2. VB6/MS Office/VB.Net/SQL Stored Proc Programming
- 3. Reliable, honest, hardworking and willing to render overtime
- 4. Computer programming, SQL programming, excellent analytical skill
- 5. Computing skills, proficient in MS Office applications
- 6. Good interpersonal skills
- 7. Excellent organizational and communication skills
- 8. Adaptable and committed towards work
- 9. Keen attention to details
- 10. Willing to travel
- 11. Willing to be assigned to SHFC Regional offices

### PCER - TS 7

### A. Duties & Responsibilities

- 1. Assists in undertaking management surveys on organizational structure and operational processes, and analyze results:
- 2. Assists in conducting management audit studies (organizational structure, human resource, and facilities) and recommend actions to support management plans and decisions;
- 3. Assists in formulating, coordinating, implementing, and evaluating corporate strategies and operational policies to ensure attainment of corporate targets;
- 4. Assists in reviewing and analyzing organizational action plans and activities with emphasis on synergy of processes;
- 5. Assists corporate units (national and regional offices) in improving work systems and processes to efficiently and effectively meet corporate targets;
- 6. Assists in performing corporate planning functions related to work systems and processes; and
- 7. Performs other related functions that may be assigned from time to time.

#### **B.** Oualification Standards

Education: Bachelor's Degree in any relevant course

Experience: 3 years of related work experience

Training: 16 hours of relevant training

### C. Knowledge, Skills and Attitude

- 1. Research and technical writing
- 2. Sound methodologies on effective processes and procedures that will assist different corporate units to achieve their objectives and the overall corporate goals
- 3. Basic corporate planning and monitoring work
- 4. Competent oral communication skills (ability to conduct presentation to a large number of people and/or SHFC senior officers)
- 5. Competent writing skills (ability to conduct critical analyses of issues/policies both external and internal related to planning policy and process analysis)
- 6. Possesses high standards of professionalism and dedication to quality public service
- 7. Possesses a mature personality (e.g. emotionally stable in a fast-paced work environment, able to work in a team, able to work with people of various backgrounds and is confident in communicating with persons of high authority)
- 8. Willing to travel

9. Willing to be assigned to SHFC Regional offices

### **Technical Staff 8 (2 personnel)**

### OFFICE OF THE BOARD SECRETARY - TS 8

### A. Duties & Responsibilities

- 1. Assists in drafting and reviewing contracts, agreements, legal opinions, memorandum and affidavits within a reasonable period to ensure compliance of the corporation with the applicable laws;
- 2. Assists in the preparation and drafting of complaints, answer and other legal pleading within the period prescribed by the rules and procedures of the courts and quasi-judicial bodies in order to defend the corporation from suits or initiate actions to protect its interests;
- 3. Assists in appearing and representing the corporation during hearings after being summoned by the court or administrative in order to protect the corporation's interest;
- 4. Assists participating in the meetings in the absence of the department manager to ensure that the actions taken by the management are within the legal parameters;
- 5. Assists in liaising with relevant government agencies upon instruction by the management to promote the cooperation among government agencies and pursue the corporation's mandate;
- 6. Assists in submitting the required reports as maybe directed by the management to ensure that the management is sufficiently informed of relevant legal matters;
- 7. Assists in presiding over the mediation/conciliation proceedings regarding the inter-association or intra-association disputes between community associations or among its member-beneficiaries related to the social housing programs of the corporation in order to avoid unnecessary litigation;
- 8. Assists the corporation's other departments with regard to legal related concerns to ensure that the social housing programs are properly implemented; and
- 9. Performs other related duties as maybe assigned by the management in order to assist the corporation to achieve its corporate objectives and lawful mandate.

### **B.** Qualification Standards

Education: Bachelor of Laws

Experience: 4 years of related work experience

Training: 24 hours of relevant training C. Knowledge, Skills and Attitude

- 1. Laws and government
- 2. Jurisprudence relating to housing and corporate financing
- 3. Legal research, case disposition, legal counseling and arbitration, and litigation
- 4. Reliable, honest, hardworking and willing to render overtime.
- 5. Willing to travel
- 6. Willing to be assigned to SHFC Regional offices

### **CLERK (36 Personnel)**

### A. Duties & Responsibilities

- 1. Attends to the clerical work requirements of the Department/Division such as filing, routing, and answering phone calls in order to complete daily Department/Division tasks;
- 2. Attends to and maintains records of incoming and outgoing communications in order to monitor and refer to appropriate Departments/Divisions when necessary;
- 3. Assists in liaising work for the Department;
- 4. Receives and entertains visitors and phone calls;
- 5. Assists in the requisition/procurement, stockpiling, and distribution of office supplies, materials, and equipment; and
- 6. Performs other functions that may be assigned from time to time by the the Immediate Superior.

### **B.** Oualification Standards

Education: Bachelor's Degree in any relevant course

Experience: None required *Training*: None required

### C. Knowledge, Skills and Attitude

- 1. Business Correspondence
- 2. Computer literate
- 3. Records Management
- 4. Reliable, honest, hardworking and willing to render overtime
- 5. Proficiency in computer applications such as Ms Office (Word, Powerpoint, & Excel)
- 6. Good communication and interpersonal skills
- 7. Team player, results-oriented, can work with minimum supervision, and able to work under pressure
- 8. Willing to travel
- 9. Willing to be assigned to SHFC Regional offices

### **MESSENGER** (15 Personnel)

### A. Duties & Responsibilities

- 1. Renders messenger services and ensures that documents and similar items for delivery are received by the recipient in proper order;
- 2. Attends to and maintains records of incoming and outgoing communications in order to monitor and refer to appropriate Departments/Divisions when necessary;
- 3. Attends to the clerical work requirements of the Department/Division such as filing and routing in order to complete daily Department/Division tasks;
- 4. Assists in liaising work for the Department;
- 5. Receives and entertains visitors and phone calls;
- 6. Assists in the requisition/procurement, stockpiling, and distribution of office supplies, materials, and equipment; and
- 7. Performs such functions that may be assigned from time to time by the the Immediate Supervisor.

### **B.** Qualification Standards

Education: At least 2 years of College education

Experience: None required

*Training*: None required

#### C. Knowledge, Skills and Attitude

- 1. Business Correspondence
- 2. Office procedures and records management
- 3. Reliable, honest, hardworking and willing to render overtime
- 4. Proficiency in computer applications such as Ms Office (Word, Powerpoint, & Excel)
- 5. Knowledge of Metro Manila roads and landmarks
- 6. Can operate common office machines such as photocopiers, fax machines, and printers
- 7. Dependable, trustworthy, and proactive
- 8. Respects confidentiality of documents
- 9. Tactful and effective in dealing with the public and other employees

#### **JANITOR/UTILITY (19 Personnel)**

#### A. Duties & Responsibilities

- 1. Cleans, sweeps, mops, and polishes floors, conference rooms, and workstations:
- 2. Dusts, wipes, and polishes furniture, counters, and other office fixtures;
- 3. Cleans and disinfects toilets and washrooms;
- 4. Empties trash bins and ensures appropriate disposing of trash;
- 5. Replenish supplies and refills water dispensers;
- 6. Assists in setting-up furniture and materials for trainings, meetings, and other special activities; and
- 7. Performs other functions that may be assigned by the from time to time.

#### **B.** Qualification Standards

Education: At least College level

Experience: None required Training: None required

#### C. Knowledge, Skills and Attitude

- 1. Cleaning and maintenance procedures and techniques
- 2. Computer literate
- 3. Reliable, honest, hardworking and willing to render overtime
- 4. Average knowledge in administrative and clerical procedures
- 5. Ability to multi-task
- 6. Ability to follow instructions
- 7. Good communication and interpersonal skills
- 8. Responsive, hardworking, efficient, output-oriented, a team-player
- 9. Can deal well with people of different backgrounds and adapt to a fast-paced working environment
- 10. Can work with minimum supervision
- 11. Able to work under pressure

#### **DRIVER (30 Personnel)**

#### A. Duties & Responsibilities

- 1. Drives SHFC service vehicles and ensures that passengers reach their destinations on time;
- 2. Practices defensive driving strategies, thereby avoiding accidents and placing safety of lives and properties foremost in driving;
- 3. Recommends repair, overhaul, and adjustment of automobile brake systems;

- 4. Recommends repair and replacement of defective balljoint suspensions, brake shoes, and wheel bearings;
- 5. Recommends installation and repair of air conditioners and service components such as compressors, condensers, and controls;
- 6. Recommends repair, replacement, and adjustment of defective carburetor parts and gasoline filters;
- 7. Monitors and follows up service maintenance of the assigned vehicles;
- 8. Monitors and maintains cleanliness of the assigned vehicles;
- 9. Reports to authorized officers any untoward incident related to the service vehicles and trip itineraries;
- 10. Performs other tasks necessary for a safe trip and good vehicle maintenance; and
- 11. Performs other functions that may be assigned from time to time by the Immediate Superior.

#### **B.** Qualification Standards

Education: At least College level

Experience: At least 2 years of relevant work experience with valid Professional Driver's License

Training: 16 hours of relevant training

#### C. Knowledge, Skills and Attitude

- 1. Vehicle machine and tool design, usage, maintenance, and repair
- 2. Automatic and manual transmission vehicles' operation and features
- 3. Applicable LTO rules and regulations and ordinances related to road safety
- 4. Familiarity with road sign
- 5. Safe driving principles and practices
- 6. Time management skills
- 7. Can recognize vehicle warning signs and maintenance needs
- 8. Capable of interpreting road maps
- 9. High level of courtesy and professionalism toward other motorists, passengers
- 10. Disciplined, obedient, honest, dedicated, and trustworthy
- 11. Reliable, can easily follow instructions, and willing to render overtime

#### **MASTER ELECTRICIAN (1 Personnel)**

#### A. Duties & Responsibilities

- 1. Maintains current electrician's license or identification card to meet governmental regulations;
- 2. Connects wires to circuit breakers, transformers or other components;
- 3. Repairs or replaces wiring, equipment and fixtures using hand tools and power tools;
- 4. Assembles, installs, tests and maintains electrical or electronic wiring, equipment, appliances, apparatus and fixtures using hand tools and power tools:
- 5. Tests electrical systems and continuity of circuits in electrical wiring, equipment, and fixtures using testing devices to ensure compatibility and safety system;
- 6. Plans layout and installation of electrical wiring, equipment and fixture based on job specifications and local codes;
- 7. Inspects electrical systems, equipment and components to identify

- hazards, defects and need for adjustment or repair and to ensure compliance with regulations;
- 8. Diagnoses malfunctioning systems, apparatus and components using test equipment and hand tools to locate cause of breakdown and corrects the problem;
- 9. Prepares sketches or follow blueprints to determine the location of wiring and equipment to ensure conformance to building and safety codes;
- 10. Installs ground leads and connects power cables to the equipment when needed:
- 11. Works from ladder, scaffolds and roofs to install, maintain or repair electrical wiring equipment and fixtures;
- 12. Advises management on whether continued operation of equipment is hazardous:
- 13. Provides assistance during emergencies by operating floodlights and generators;
- 14. Provides preliminary sketches and cost estimates for materials and services; and
- 15. Performs other related functions that may be assigned from time to time and demonstrates continuous effort in providing quality customer service.

#### **B.** Qualification Standards

Education: Any of the following technical background:

- 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
- 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.

Experience: At least 2 years of relevant work experience with valid PRC license as master electrician

Training: 16 hours of relevant training

#### C. Knowledge, Skills and Attitude

- 1. Knowledge of machines and tools, including their designs, uses, repair, and maintenance
- 2. Knowledge of materials, methods, and the tools involved in the construction or repair buildings or other structures
- 3. Knowledge of design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models
- 4. Willing to travel
- 5. Willing to be assigned to SHFC Regional offices

#### **CARPENTER** (1 Personnel)

#### A. Duties & Responsibilities

- 1. Repairs or replaces defective locks, hinges, cranks using hand tools or power tools;
- 2. Applies paint to defects and polish to touch up the repaired area;
- 3. Measures cut materials to determine conformance to specifications and applicable measuring tools;
- 4. Removes surface defects using knife, scraper, wet sponge and sanding tools:
- 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;
- 6. Aligns and fastens materials together using hand tools and power tools to form bracing; and,
- 7. Performs such other functions as may be assigned from time to time.

#### **B.** Qualification Standards

Education: At least High School graduate

Experience: At least 1 year of relevant work experience

*Training*: None required

#### C. Knowledge, Skills and Attitude

- 1. Knowledge of materials, methods and tools used in the repair and maintenance of fixtures
- 2. Familiarity and knowledge on measuring tools
- 3. Can communicate effectively
- 4. Willing to travel
- 5. Willing to be assigned to SHFC Regional offices

#### **MECHANIC-DRIVER/EXECUTIVE DRIVER (1 Personnel)**

#### A. Duties & Responsibilities

- 1. Troubleshoots mechanical and electrical SHFC service units
- 2. Drives SHFC service units and ensure that passengers reached their destinations safely;
- 3. Recommends repair, overhaul, and adjustment of automobile brake systems;
- 4. Recommends the repair and replacement of defective balljoint suspensions, brake shoes, and wheel bearings;
- 5. Recommends the installation and repair of air conditioners, and service components such as compressors, condensers, and controls;
- 6. Recommends the repair, replacement, and adjustment of defective carburetor parts and gasoline filters;
- 7. Checks and maintain cleanliness of the assigned vehicle;
- 8. Checks and follows up service maintenance of the assigned vehicles;
- 9. Reports to authorized officers any untoward incident related to the service units and trip itineraries;
- 10. Performs such other services necessary for a safe trip and maintenance of the service vehicle; and,
- 11. Performs other functions that may be assigned from time to time.

#### **B.** Qualification Standards

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

Experience: At least two (2) years of relevant experience with valid Professional Driver's License

*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

#### C. Knowledge, Skills and Attitude

- 1. Knowledge of machines and tools, including their designs, uses, repair, and maintenance
- 2. Operation of automatic and manual transmission vehicles and its features
- 3. Applicable LTO rules and regulations and ordinances related to road safety
- 4. Driving principles and practices
- 5. Principles and practices on highway safety
- 6. Familiarity with road signs
- 7. Capable of interpreting road maps
- 8. Car tools and equipment
- 9. Can recognize vehicle warning signs and maintenance needs

#### SOCIAL HOUSING FINANCE CORPORATION Monthly Billing Rate DBP SERVICE CORPORATION

Clerical and Allied Services Contract Rate

| In normalismos to DOLEMAN O. L. NOT CO   | SG 24             | SG 22             | SG 20             | SG 19             | SG 18                                | SG15                 | SG 13             |
|--|-------------------|-------------------|-------------------|-------------------|--------------------------------------|----------------------|-------------------|
| In compliance to DOLE Wage Order NCR 22 effective<br>November 22, 2018 and increase of premium<br>contribution | Technical Staff 8 | Technical Staff 7 | Technical Staff 6 | Technical Staff 5 | Technical Staff 4                    | Technical Staff 3    | Technical Staff 2 |
|  |                   |                   |                   |                   |                                      |                      | - W. F.           |
| No. of days/year*<br>Ordinary Working Days*  | 258<br>246        | 258<br>246        | 258<br>246        | 258               | 258                                  | 258                  | 258               |
| Shift  | 240               | 240               | 246               | 246               | 246                                  | 246                  | 246               |
| A EMPLOYEE'S RATE PER DAY  | 2,058.70          | 1,798.70          | 1,566.05          | 1,457.40          | 1,356.51                             | 1,095.26             | 954.33            |
| B COLA per day   |                   | 1,1.00.1.0        | 1,000.00          | 1,407.40          | 1,000.01                             | 1,000.20             | 304.33            |
| C NIGHT DIFF   |                   |                   |                   |                   | <b>.</b>                             |                      |                   |
| I. Direct Labor Cost   |                   |                   |                   |                   |                                      |                      |                   |
| a. Basic Ave Monthly Pay   | 44,262.05         | 38,672.05         | 33,670.08         | 31,334.10         | 29,164.97                            | 23,548.09            | 20 540 40         |
| b. COLA  | ,202.00           | 30,072.00         | 33,070.00         | 31,334.10         | 25,104.57                            | 23,346.09            | 20,51 <b>8.10</b> |
| c. 13th Month Pay  | 3,688.50          | 3,222.67          | 2,805.84          | 2,611.18          | 2,430.41                             | 1,962.34             | 4 700 84          |
| d. 5 days Incentive Leave  | 857.79            | 749.46            | 652.52            | 607.25            | 565.21                               | 456.36               | 1,709.84          |
| SUB-TOTAL  | 48,808.34         | 42,644.18         | 37,128.44         | 34,552.53         | 32,160.59                            |                      | 397.64            |
| II. Indirect Labor Cost  | 40,000.04         | 42,044.10         | 37,120.44         | 34,552.53         | 32,160.59                            | 25,966.79            | 22,625.58         |
| a. SSS Premium   | 1,178,70          | 1,178.70          | 1,178.70          | 1,178.70          | 1,178.70                             | 1 170 70             | 4 470 7           |
| b. Philhealth Premium  | 550.00            | 531.74            | 462.96            | 430.84            | 401.02                               | 1,178.70             | 1,178.70          |
| c. ECC   | 30.00             | 30.00             | 30.00             | 30.00             | 30.00                                | 323.79               | 282.12            |
| d. Pag-IBIG Contribution   | 100.00            | 100.00            | 100.00            | 100.00            | 100.00                               | 30.00                | 30.00             |
| SUB-TOTAL  | 1,858.70          | 1,840.44          | 1,771.66          | 1,739.54          | 1,709.71                             | 100.00               | 100.00            |
| TOTAL MONTHLY LABOR COST   | 50,667.04         | 44,484.62         |                   |                   | 그리고 있었다. 그리고 하나 있는 사람이 있었다면 생각하였다.   | 1,632.48             | 1,590.83          |
| III. Operating Cost  | 30,007.04         | 44,404.02         | 38,900.10         | 36,292.07         | 33,870. <b>30</b>                    | 27,599.27            | 24,216.41         |
| 10.000% a. Overhead (10% of Total Monthly Labor Cost)  | 5,066.70          | 4,448.46          | 3,890.01          | 3,629,21          | 0.007.00                             | 0.750.00             |                   |
| 5.000% b. Profit Margin (5% of Total Monthly Labor Cost)   | 2,533.35          | 2,224.23          | 1,945.01          | 1.814.60          | 3,387. <b>03</b><br>1,693. <b>52</b> | 2,759.93<br>1,379.96 | 2,421.54          |
| SUB-TOTAL  | 7,600.05          | 6,672.69          | 5,835.02          | 5,443.81          | 5,080.55                             | 4,139.89             | 1,210.82          |
|  | 7,000.00          | 0,072.00          | 0,000.02          | 3,443.01          | 5,060.55                             | 4,133.03             | 3,632.44          |
| TOTAL BILL PER MONTH BEFORE VAT  | 58,267.09         | 51,157.31         | 44,735.12         | 41.735.88         | 38,950.85                            | 31,739.16            | 27,848,86         |
| 12% Add: Value Added Tax (12%)   | 6,992.05          | 6,138.88          | 5,368.21          | 5,008.31          | 4,674.10                             | 3,808.70             | 3,341.86          |
|  | 0,002.00          | 0,100.00          | 0,000.21          | 5,000.51          | 4,074.10                             | 3,000.70             | 3,341.00          |
| MONTHLY CONTRACT RATE  | 65,259.14         | 57,296.19         | 50,103.33         | 46,744,19         | 43.624.95                            | 35,547.86            | 31,190.72         |
| Daily Rate (contract)  | 3,000.42          | 2,634.31          | 2,303.60          | 2,149.16          | 2,005.74                             | 1,634.38             | 1,434.06          |
| Per Wage Order   |                   |                   |                   |                   |                                      | .,,,,,,,,,           | 1,134,500         |
| For 12 mos. Cost   | 783,110           | 687,554           | 601,240           | 560,930           | 523,499                              | 426,574              | 374,28            |
| No. of manpower  | 2                 | 11                | 7                 | 3                 | 76                                   | 42                   | 30                |
| Annual Cost of Manpower  | 1,566,219.36      | 7,563,097.08      | 4,208,679.72      | 1,682,790.84      | 39,785,954.40                        | 17,916,121.44        | 14,597,256.96     |

# SOCIAL HOUSING FINANCE CORPORATION Monthly Billing Rate DBP SERVICE CORPORATION

| Clerical  |                   |               |                    |                | General                             | Services                 |   |                                    |            |
|---|-------------------|---------------|--------------------|----------------|-------------------------------------|--------------------------|---|------------------------------------|------------|
| and Allied Services Contract Rate   | SG 11             |               | SG 10              |                | SG 8                                |                          |   |                                    |            |
| n compliance to DOLE Wage Order NCR 22 effective<br>November 22, 2018 and increase of premium<br>contribution | Technical Staff 1 | Clerk Level I | Master Electrician | Carpenter      | Mechanic /<br>Executive -<br>Driver | Driver                   | Messenger                               | Janitor                            |            |
|   |                   |               |                    |                | eff. Nov 01, 2012                   | 1-Nov-12                 | 1-Nov-12                                | 1-Nov-12                           |            |
| No. of days/year*   | 258               | 258           | 258                | 258            | 258                                 | 258                      | 258                                     | 310                                |            |
| Ordinary Working Days*  | 246               | 246           | 246                | 246            | 246                                 | 246                      | 246<br>M-F 8am to 5pm                   | 298<br>M-F 7am to 4pm              |            |
| Shift   |                   |               | M-F 8am to 5pm     | M-F 7am to 4pm | M-F 7am to 4pm                      | M-F 7am to 4pm<br>537.00 | 537.00                                  | 537.00                             |            |
| A EMPLOYEE'S RATE PER DAY   | 856.30            | 537.00        | 842.77             | 537.00         | 744.40                              | 537.00                   | 557.00                                  | 337.00                             |            |
| B COLA per day C NIGHT DIFF   | -                 |               |                    |                |                                     |                          | 11/4                                    |                                    |            |
| I. Direct Labor Cost  |                   |               |                    | 44 545 50      | 40,004,00                           | 14 545 50                | 11,545.50                               | 13,872.50                          |            |
| a. Basic Ave Monthly Pay  | 18,410.45         | 11,545.50     | 18,119.56          | 11,545.50      | 16,004.60                           | 11,545.50<br>10.00       | 11,545.50                               | 10.00                              |            |
| b. COLA   | •                 |               |                    | 10.00          | 10.00                               |                          | 962.13                                  | 1,156.04                           |            |
| c. 13th Month Pay   | 1,534.20          | 962.13        | 1,509.96           | 962.13         | 1,333.72                            | 962.13                   |   | 223.75                             |            |
| d. 5 days Incentive Leave   | 356.79            | 223.75        | 351.15             | 223.75         | 310.17                              | 223.75                   | 223.75                                  | 마니 보는 하시 : ^^ 나는 하시면 하나 아니라 아니아 나는 |            |
| SUB-TOTAL   | 20,301.44         | 12,731.38     | 19,980.67          | 12,741.38      | 17,658.49                           | 12,741.38                | 12,741.38                               | 15,262.29                          |            |
| II. Indirect Labor Cost   |                   |               |                    |                |                                     |                          |   |                                    |            |
| a. SSS Premium  | 1,178.70          | 847.20        | 1,178.70           | 847.20         | 1,141.80                            | 847.20                   | 847.20                                  | 1,031.30                           |            |
| b. Philhealth Premium   | 253.14            | 158.75        | 249.14             | 158.75         |                                     | 158.75                   | 158.75                                  | 190.75                             |            |
| c. ECC  | 30.00             | 10.00         | 30.00              | 10.00          |                                     | 10.00                    | 10.00                                   | 10.00                              |            |
| d. Pag-IBIG Contribution  | 100.00            | 100.00        | 100.00             | 100.00         | 100.00                              | 100.00                   | 100.00                                  | 100.00                             |            |
| SUB-TOTAL   | 1,561.84          | 1,115.95      | 1,557.84           | 1,115.95       | 1,471.86                            | 1,115.95                 | 1,115.95                                | 1,332.05                           |            |
| TOTAL MONTHLY LABOR COST  | 21,863.28         | 13,847.33     | 21,538.51          | 13,857.33      | 19,130.35                           | 13,857.33                | 13,857.33                               | 16,594.34                          |            |
| III. Operating Cost   |                   |               |                    |                |                                     |                          |   |                                    |            |
| 10.000% a. Overhead (10% of Total Monthly Labor Cost)   | 2,186.33          | 1,384.73      | 2,153.85           | 1,385.73       | 1,913.04                            | 1,385.73                 | 1,385.73                                | 1,659.43                           |            |
| 5.000% b. Profit Margin (5% of Total Monthly Labor Cost)  | 1,093,16          | 692.37        | 1,076.93           | 692.87         | 956.52                              | 692.87                   | 692.87                                  | 829.72                             |            |
| SUB-TOTAL   | 3,279.49          | 2,077.10      | 3,230.78           | 2,078.60       | 2,869.56                            | 2,078.60                 | 2,078.60                                | 2,489.15                           |            |
| TOTAL BILL PER MONTH BEFORE VAT   | 25,142.77         | 15,924.43     | 24,769.29          | 15,935.93      | 21,999.91                           | 15,935.93                | 15,935.93                               | 19,083.49                          |            |
| 12% Add: Value Added Tax (12%)  | 3,017.13          | 1,910.93      |                    | 1,912.31       |                                     | 1,912.31                 | 1,912.31                                | 2,290.02                           |            |
| 12% Add: Value Added Tax (12%)  | 3,017.13          | 1,810.83      | 2,372.31           | 1,812.51       | 2,000.00                            | 1,012.01                 | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |                                    |            |
| MONTHLY CONTRACT RATE   | 28,159.90         | 17,835.36     |                    | 17,848.24      |                                     | 17,848.24                | 17,848.24                               | 21,373.51                          |            |
| Daily Rate (contract)   | 1,294.71          | 829.55        | 1,290.31           | 830.15         | 1,146.04                            | 830.15                   | 830.15                                  | 827.36                             |            |
| * Per Wage Order  |                   |               |                    |                |                                     |                          |   |                                    |            |
| For 12 mos. Cost  | 337,919           | 214,024       |                    | 214,179        |                                     | 214,179                  |   | 256,482<br>19                      |            |
| No. of manpower   | 54                | 36            | 1                  |                | 1                                   | 30                       | 15                                      | 19 -                               | 33         |
| Annual Cost of Manpower   | 18,247,615.20     | 7,704,875.52  | 332,899.20         | 214,178.88     | 295,678.80                          | 6,425,366.40             | 3,212,683.20                            | 4,873,160.28                       | 128,626,57 |

## Section VIII. Bidding Forms

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#### **Bid Form**

|   | Invitation   | Date:<br>to Bid <sup>1</sup> N <sup>o</sup> :   |
|---|--|---|
| To: [name and address of Pr   | ocuring Entity]  |   |
| Gentlemen and/or Ladies:  |  |   |
| numbers], the receipt of whi [supply/deliver/perform] [deliver/perform] [deliver/perform] [deliver/perform] [to | ch is hereby duly a<br>scription of the G<br>tal Bid amount in v | ts including Bid Bulletin Numbers [insert acknowledged, we, the undersigned, offer to oods] in conformity with the said Bidding words and figures] or such other sums as may of Prices attached herewith and made part of |
| We undertake, if our delivery schedule specified in   | •  | deliver the goods in accordance with the equirements.   |
| If our Bid is accepted, amounts, and within the times   |  | provide a performance security in the form, dding Documents.  |
|   | hall remain bindin   | Validity Period specified in <b>BDS</b> provision g upon us and may be accepted at any time   |
| Commissions or gratuit and to contract execution if w   | • • •  | to be paid by us to agents relating to this Bid, contract, are listed below: <sup>2</sup>   |
| Name and address of agent   | Amount and<br>Currency   | Purpose of Commission or gratuity   |
| (if none, state "None"  | )  | <u> </u>  |

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

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

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

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

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

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

| We acknowled the attached Schedule | ge that failure to sig<br>e of Prices, shall be a |             | J 1 C     | , | ncluding |
|------------------------------------|---|-------------|-----------|---|----------|
| Dated this                         | day of  |             | 20        |   |          |
| [signature]                        |   | [in the cap | acity of] |   |          |
| Duly authorized to si              | gn Bid for and on be                              | ehalf of    |           |   |          |

#### For Goods Offered From Abroad

| N    | Name of Bidder          |                      |            |   | Invitation to Bid <sup>3</sup> Number Page of         |  |  |  |  |  |
|------|-------------------------|----------------------|------------|---|---|--|--|--|--|--|
|      |                         |                      |            | <u> </u>  |   |  |  |  |  |  |
| 1    | 2                       | 3                    | 4          | 5   | 6   | 7  | 8  | 9  |  |  |
| Item | Description             | Country<br>of origin | Quantity   | Unit price CIF port of<br>entry (specify port) or<br>CIP named place<br>(specify border point or<br>place of destination) | Total CIF or<br>CIP price per<br>item<br>(col. 4 x 5) | Unit Price<br>Delivered Duty<br>Unpaid (DDU) | Unit price<br>Delivered Duty<br>Paid (DDP) | Total Price<br>delivered Dl<br>(col 4 x 8) |  |  |
|      |                         |                      |            |   |   |  |  |  |  |  |
|      |                         |                      |            |   |   |  |  |  |  |  |
|      |                         |                      |            |   |   |  |  |  |  |  |
|      |                         |                      |            |   |   |  |  |  |  |  |
|      |                         |                      |            |   |   |  |  |  |  |  |
|      |                         |                      |            |   |   |  |  | <u> </u>                                   |  |  |
|      | ignature]<br>uly author | ized to si           | ign Bid fo | [in   | the capaci  | ity of]                                      |  | _  |  |  |

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

## For Goods Offered From Within the Philippines

| Name of Bidder | Invitation to Bid <sup>4</sup> Number | Page of |  |
|----------------|---------------------------------------|---------|--|
|----------------|---------------------------------------|---------|--|

| 1    | 2           | 3         | 4        | 5              | 6              | 7            | 8               | 9             | 10                |
|------|-------------|-----------|----------|----------------|----------------|--------------|-----------------|---------------|-------------------|
| Item | Description | Country   | Quantity | Unit price EXW | Transportation | Sales and    | Cost of         | Total Price,  | Total Price       |
|      |             | of origin |          | per item       | and Insurance  | other taxes  | Incidental      | per unit      | delivered Final   |
|      |             |           |          |                | and all other  | payable if   | Services, if    | (col 5+6+7+8) | Destination       |
|      |             |           |          |                | costs          | Contract is  | applicable, per |               | (col 9) x (col 4) |
|      |             |           |          |                | incidental to  | awarded, per | item            |               |                   |
|      |             |           |          |                | delivery, per  | item         |                 |               |                   |
|      |             |           |          |                | item           |              |                 |               |                   |
|      |             |           |          |                |                |              |                 |               |                   |
|      |             |           |          |                |                |              |                 |               |                   |
|      |             |           |          |                |                |              |                 |               |                   |
|      |             |           |          |                |                |              |                 |               |                   |
|      |             |           |          |                |                |              |                 |               |                   |
|      |             |           |          |                |                |              |                 |               |                   |
|      |             |           |          |                |                |              |                 |               |                   |
|      |             |           |          |                |                |              |                 |               |                   |
|      |             |           |          |                |                |              |                 |               |                   |
|      |             |           |          |                |                |              |                 |               |                   |
|      |             |           |          |                |                |              |                 |               |                   |
|      |             |           |          |                |                |              |                 |               |                   |

| [signature]                 | [in the capacity of] |
|-----------------------------|----------------------|
| Duly authorized to sign Bid | or and on behalf of  |

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<sup>&</sup>lt;sup>4</sup> If ADB, JICA and WB funded projects, use IFB.

#### **Contract Agreement Form**

|       | THIS AGREEMENT made the                      | day of          | 20                   | between [name of     |
|-------|--|-----------------|----------------------|----------------------|
| PROC  | CURING ENTITY] of the Philippines            | (hereinafter ca | alled "the Entity")  | of the one part and  |
| [name | e of Supplier] of [city and country of part: | Supplier] (her  | reinafter called "th | ne Supplier") of the |
|       |  |                 |                      |                      |

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

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Performance Security; and
  - (g) the Entity's Notice of Award.
- 3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

| Signed, sealed, delivered by | the | (for the Entity)    |  |  |
|------------------------------|-----|---------------------|--|--|
|                              |     |                     |  |  |
| Signed, sealed, delivered by | the | (for the Supplier). |  |  |

#### **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 or authorized representative of [Name of Bidder] with office address at [address of Bidder];

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

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

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

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

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

#### 6. Select one, delete the rest:

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

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

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

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

| IN WITNESS WHEREOF, I have her, Philippines. | reunto set my hand th | his day of, 20 at |
|--|-----------------------|-------------------|
|  |                       |                   |

Bidder's Representative/Authorized Signatory

| of execution], Philippines. Affiant/s is/are play me through competent evidence of ide Practice (A.M. No. 02-8-13-SC). Affiant/s edidentification card used], with his/her photo | efore me this day of [month] [year] at [place personally known to me and was/were identified entity as defined in the 2004 Rules on Notarial exhibited to me his/her [insert type of government ograph and signature appearing thereon, with no. ificate No issued on at |
|--|--|
| Witness my hand and seal this d  | ay of [month] [year].  |
|  | NAME OF NOTARY PUBLIC  Serial No. of Commission  Notary Public for until  Roll of Attorneys No  PTR No [date issued], [place issued]  IBP No [date issued], [place issued]   |
| Doc. No Page No Book No Series of  |  |

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

#### **Bank Guarantee Form for Advance Payment**

To: [name and address of PROCURING ENTITY] [name of Contract]

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].

Signature and seal of the Guarantors

Yours truly,

| [name of bank or financial institution] |  |
|---|--|
| [address]                               |  |
| <br>[date]                              |  |

#### BID SECURING DECLARATION FORM

| REPUBLIC OF THE PHILIPPINES) |        |
|------------------------------|--------|
| CITY OF                      | ) S.S. |
|                              |        |
| X                            | X      |

### BID SECURING DECLARATION

**Invitation to Bid:** [Insert Reference number]

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

I/We<sup>5</sup>, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE] [Insert Signatory's Legal Capacity] Affiant

| 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 Notaria Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of governmen 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   |

