OFFICE OF THE SOLICITOR GENERAL

OSG Building, 134 Amorsolo St., Legaspi Village, Makati City
Tel. No. 8988-1674 local 777; 8836-3314/Telefax No. 8813-1174

[Re-Bidding]
Supply of Labor and Materials for the Repair/Conversion of former Cezar C. Bengzon Division into New Office Space

Government of the Republic of the Philippines

[OSG PR No. 025-06-090]

Sixth Edition
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BAGONG PILIPINAS

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Republic of the Philippines

Office of the Solicitor General

OSG Bldg. 134 Amorsolo St., Legaspi Village, Makati City
Tel No. 8988-1674 loc. 777; & 8836-3314;
Telefax No. 8813-11-74
Website: www.osg.gov.ph

INVITATION TO BID FOR

[Re-Bidding] Supply of Labor and Materials for the Repair/Conversion of former Cezar C. Bengzon Division into New Office Space

1. The **Office of the Solicitor General**, through **Republic Act (RA) No. 12116 or the General Appropriations Act of FY 2025** intends to apply the sum of **Three Million Five Hundred Thousand Pesos Only (Php3,500,000.00)** being the ABC to payments under the contract for **Supply of Labor and Materials for the Repair/Conversion of former Cezar C. Bengzon Division into New Office Space / OSG PR No. 025-06-090**. Bids received in excess of the Approved Budget for the contract (ABC) shall be automatically rejected at bid opening.

2. The **OSG** now invites bids for the above Procurement Project. The CONTRACTOR has **one hundred twenty (120) days but can only operate after office hours on weekdays and during the daytime on Saturdays, Sundays, and Holidays** to complete the scope of work**,** which shall commence **five (5) days** from receipt of the **Notice to Proceed (NTP**). Bidders should have completed, within **five (5) years** prior to the date of submission and opening 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 nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from **OSG** and inspect the Bidding Documents at the address given below during **Monday to Friday 8:00am to 5:00pm**.

5. A complete set of Bidding Documents may be acquired by interested Bidders from Monday to Friday, between 8:00am to 5:00pm starting **8 September 2025** until **1:00 pm** of **29 September 2025**, from the given address and website(s) below and upon payment of the applicable fee for the

Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (Php5,000.00)**. Interested bidders may purchase the bidding documents by depositing the amount of **Five Thousand Pesos (Php5,000.00)**. with the **OSG Trust Fund 101 Account Number 1802-1016-23**, Office of the Solicitor General, Land Bank of the Philippines, Paseo de Roxas Branch, Makati City and submitting the proof of deposit at **fms@osg.gov.ph**, or by paying directly with the Cashier's Office at the Office of the Solicitor General, 134 Amorsolo Street, Legaspi Village, Makati City.

6. The **OSG** will hold a Pre-Bid Conference open to prospective bidders on **15 September 2025**, **10:30 a.m**. at **6th floor, BAC Room Convergys One Building & OSG Building located at 6796 Ayala Ave cor. Salcedo St., Legaspi Village, Makati City** and/or through video conferencing or webcasting **via Microsoft Teams.**

7. Bids must be duly received by the BAC Secretariat/Procurement through manual submission at the **6th Floor, ADMIN/Procurement Section, OSG Building, 134 Amorsolo St., Legaspi Village, Makati City** on or before **1:00 pm of 29 September 2025. Late bids shall not be accepted.**

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on **29 September 2025**, **1:30 p.m**. at **6th floor, BAC Room Convergys One Building & OSG Building located at 6796 Ayala Ave cor. Salcedo St., Legaspi Village, Makati City** and/or via **Microsoft Teams.** Bids will be opened in the presence of the bidders' representatives who choose to personally attend the activity.

10. Prospective Bidders are required to submit (1) one additional hard copy of their bid as allowed in **ITB** Clause 15.

    Also, for purposes of videoconferencing, prospective bidders are advised to provide their email addresses not later than thirty (30) minutes before the activity at the email address below. While the BAC can conduct face-to-face pre-bid conference and opening of the bids, prospective bidders are enjoined to send at most two (2) representatives due to limited space of the conference room.

11. The **OSG** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

    Christian D. Buat
    ADMIN Division – Procurement Section / BAC Secretariat
    Office of the Solicitor General
    OSG Building, 134 Amorsolo St., Legaspi Village, Makati City 1229
    E-mail Address: **osg.procurement@yahoo.com** and/or **rfq.osgprocurement@gmail.com**
    Tel No. (02) **8988-1674 loc. 777 /** (02) **8836-3314 /** Telefax No. (02) **8813-1174**
    Website: www.osg.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: **https://osg.gov.ph/page?call=proc-biditems**

Date of Issue: ***September 8, 2025***

SHARON E. MILLAN-DECANO
Assistant Solicitor General
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, the **Office of the Solicitor General,** wishes to receive Bids for the **Supply of Labor and Materials for the Repair/Conversion of former Cezar C. Bengzon Division into New Office Space**, with identification number **OSG PR No. 025-06-090.**

The Procurement Project **Supply of Labor and Materials for the Repair/Conversion of former Cezar C. Bengzon Division into New Office Space** is composed of **1 Lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **Republic Act (RA) No. 12116 or the General Appropriations Act of FY 2025** in the amount of **Three Million Five Hundred Thousand Pesos Only (Php3,500,000.00).**

2.2. The source of funding is:

a. NGA, the **Republic Act (RA) No. 12116 or the General Appropriations Act of FY 2025**.

3. Bidding Requirements

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

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

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have at least one (1) contract similar to the Project (SLCC) the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Procuring Entity prescribes that: Subcontracting is **not** allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **Five (5) years** prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

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

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

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[1] or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

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

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

19.4. The Project shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. For the procurement of **Expendable Supplies and Services**: The Bidder must have completed at least one **(1) single contract of similar nature** amounting to **at least fifty percent (50%) of the ABC**. b. **Completed within the last five (5) years** from the date of submission and receipt of bids. **For purposes of this project, similar contracts shall refer to contracts for repair/renovation/rehabilitation/construction of buildings. Single project such as painting, tiling, etc. will not be considered as similar project.**
7.1	No further instructions.
12	The price of the Goods shall be quoted DDP to the ***OSG Building, 134 Amorsolo St., Legaspi Village, Makati City*** or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: The amount of not less than **Php70,000.00** *[two percent (2%) of ABC]*, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or The amount of not less than **Php175,000.00** *[five percent (5%) of ABC]* if bid security is in Surety Bond.
19.3	The project shall be awarded as one contract with an ABC of **Three Million Five Hundred Thousand Pesos Only (Php3,500,000.00)** for the **Supply of Labor and Materials for the Repair/Conversion of former Cezar C. Bengzon Division into New Office Space** inclusive of all government taxes and charges.
20.2	The Bidder/Service provider: Qualifications of the CONTRACTOR: 13.1) Must have been in the business of supplying labor and materials for the repair of offices for **at least five (5) years prior to the date of submission and opening of bids.** 13.2) Must present a Client Satisfaction Rating from **at least five (5) contracts** with government agencies or private corporations with whom the contractor has past or ongoing contract **similar** to this project. **The bidder must have satisfactorily completed, within the last five years from the date of submission and receipt of bids, at least one (1) single contract of a similar nature amounting to at least fifty- percent (50%) of the ABC.** **For purposes of this project, similar contracts shall refer to contracts for repair/renovation/rehabilitation/construction of buildings. Single project such as painting, tiling, etc. will not be considered as similar project.**

	13.3) Must have a main or satellite office in or around Metro Manila and/or neighboring provinces. 13.4) Must have sufficient manpower to execute the scope of works within the delivery period stated under paragraph 8 of this Terms of Reference. 13.5) Must have a licensed engineer or licensed architect who will be in-charge of the project and who will directly coordinate with OSG. 13.6) Electrical and plumbing works should be done by professional master electrician and master plumber, respectively. 13.7) The CONTRACTOR shall submit documents relevant to the project, such as but not limited to the following: 1. Valid DTI or SEC Registration 2. Valid and Current Mayor's Permit/Municipal License 3. Valid and Current Business Permit 4. Tax Clearance Certificate as finally reviewed and approved by BIR 5. Statement of Government and Private Construction contracts completed which are similar in nature to the contract to be bid. Submission should be supported by the following documents: i. Contract Agreement ii. Constructor's Performance Evaluation System (CPES) or Certificate of Completion iii. Certificate of Acceptance iv. Purchase Order showing contractor has duly conformed with the terms stated therein. 6. Net Financial Contracting Capacity (NFCC) Computation 7. Valid and current professional licenses (engineer and architect) issued by appropriate government licensing agency.
21.2	No further instructions.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	"The service required by the Contract shall be rendered at the ***OSG Building, 134 Amorsolo St., Legaspi Village, Makati City*** as well as in other properties rented by the OSG as its office premises**.** 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 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: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered to ***OSG Building, 134 Amorsolo St., Legaspi Village, Makati City.*** In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered to ***OSG Building, 134 Amorsolo St., Legaspi Village, Makati City***. 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). For purposes of this Clause the Procuring Entity's Representative at the Project Site is the *Supplies Section of the Administrative Division.* **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: performance or supervision of on-site assembly and/or start-up of the supplied Goods; furnishing of tools required for assembly and/or maintenance of the supplied Goods; furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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 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:

	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. **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.

<table>
<tr><td></td><td>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.

Intellectual Property 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.

Regular and Recurring Services –
The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.</td></tr>
<tr><td>2.2</td><td>Payments are governed by the necessary auditing and accounting rules.
The OSG shall pay the CONTRACTOR in accordance with the following schemes/schedules:
<table>
<tr><th></th><th>Particulars</th><th>Remarks/Conditions</th></tr>
<tr><td>First Release</td><td>20% of the Total Contract Price less the 5% warranty deposit, computed based on the progress billing.</td><td>The percentage of the accomplishment must be at least 20%. The CONTRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.</td></tr>
<tr><td>Second Release</td><td>20% of the Total Contract Price less the 5% warranty deposit, computed based on the progress billing.</td><td>The percentage of the accomplishment must be at least 40%. The CONTRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.</td></tr>
<tr><td>Third Release</td><td>20% of the Total Contract Price less the 5% warrant deposit, computed based on the progress billing</td><td>The percentage of the accomplishment must be at least 70%. The CON'IRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.</td></tr>
<tr><td>Fourth Release</td><td>35% of the Total Contract Price less the 5% warranty deposit, computed based on the progress billing</td><td>The percentage of the accomplishment must be at least "100%. The CONTRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.</td></tr>
<tr><td>Fifth Release</td><td>Retention Fee is equivalent to 5% of the Total Contract Price.</td><td>For the procurement of Goods, in order to assure that manufacturing defects shall be corrected by the contractor, a warranty shall be required from the CONTRACTOR for a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of delivered supplies.</td></tr>
</table></td></tr>
<tr><td>4</td><td>No further instructions.</td></tr>
</table>

Section VI. Schedule of Requirements

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

Item No.	Description	Quantity	Total	Delivered, Weeks/Months
	Supply of Labor and Materials for the Repair/Conversion of former Cezar C. Bengzon Division into New Office Space			The CONTRACTOR has **one hundred twenty (120) days but can only operate after office hours on weekdays and during the daytime on Saturdays, Sundays, and Holidays** to complete the scope of work**,** which shall commence **five (5) days** from receipt of the **Notice to Proceed** (**NTP**)

Section VII. Technical Specifications

Technical Specifications

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

TERMS OF REFERENCE

OFFICE OF THE SOLICITOR GENERAL
Supply of Labor and Materials for the Repair/Conversion of former Cezar C. Bengzon Division into New Office Space

The **OFFICE OF THE SOLICITOR GENERAL (OSG)** intends to repair a total of **235 sq.m.** former Cezar Bengzon Division (to be converted into new office space) located at the Ground Flr., OSG Main Building, 134 Amorsolo St., Legaspi Village, Makati City.

The OSG shall hire the services of a CONTRACTOR to provide labor and materials for the repair of said offices.

<table>
<tr><th>Item</th><th>Specification / Particular</th><th>Statement of Compliance</th></tr>
<tr><td>1.</td><td>The Approved Budget for the Contract (ABC) is Three Million Five Hundred Thousand Pesos (₱3,500,000.00), inclusive of all government taxes, charges and other standard fees, including, but not limited to, payment of Business and other permits required for this purpose, which shall be applied for by the CONTRACTOR.</td><td></td></tr>
<tr><td>2.</td><td>To guarantee the performance by the winning bidder of its obligations under the contract, it shall post a performance security prior to signing of the Contract. The performance security shall be in an amount not less than the required percentage of the total Contract Price, in any of the following forms and in accordance with the following schedule:
<table>
<tr><th>Form of Performance Security</th><th>Amount of Performance Security (Not less than the required percentage of the Total Contract Price)</th></tr>
<tr><td>b) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td><td>5%</td></tr>
<tr><td>c) 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.</td><td>5%</td></tr>
<tr><td>d) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td><td>30%</td></tr>
</table></td><td></td></tr>
</table>

<table>
<tr><td>3.</td><td>The OSG shall pay the CONTRACTOR in accordance with the following schemes/schedules:
<table>
<tr><th></th><th>Particulars</th><th>Remarks/Conditions</th></tr>
<tr><td>First Release</td><td>20% of the Total Contract Price less the 5% warranty deposit, computed based on the progress billing.</td><td>The percentage of the accomplishment must be at least 20%. The CONTRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.</td></tr>
<tr><td>Second Release</td><td>20% of the Total Contract Price less the 5% warranty deposit, computed based on the progress billing.</td><td>The percentage of the accomplishment must be at least 4O%. The CONTRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.</td></tr>
<tr><td>Third Release</td><td>20% of the Total Contract Price less the 5% warrant deposit, computed based on the progress billing</td><td>The percentage of the accomplishment must be at least 70%. The CON'IRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.</td></tr>
<tr><td>Fourth Release</td><td>35% of the Total Contract Price less the 5% warranty deposit, computed based on the progress billing</td><td>The percentage of the accomplishment must be at least "100%. The CONTRACTOR shall submit a Statement of Work Accomplishment (SWA) subject to the verification and certification by the OSG.</td></tr>
<tr><td>Fifth Release</td><td>Retention Fee is equivalent to 5% of the Total Contract Price.</td><td>For the procurement of Goods, in order to assure that manufacturing defects shall be corrected by the contractor, a warranty shall be required from the CONTRACTOR for a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of delivered supplies.</td></tr>
</table></td><td></td></tr>
<tr><td>4.</td><td>The CONTRACTOR must submit a project design based on the approved layout of the OSG.</td><td></td></tr>
<tr><td>5.</td><td>The OSG shall check/inspect the CONTRACTOR’s works upon every submission of SWA and shall notify the CONTRACTOR of any defect found. The CONTRACTOR shall immediately correct/repair the notified defect/s at the CONTRACTOR’s expense and without additional cost to the original contract amount.</td><td></td></tr>
<tr><td>6.</td><td>Where the CONTRACTOR refuses or fails to satisfactorily complete the work within the specified contract time, an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of unperformed portion of the work for every day of delay based on calendar days shall be paid by the CONTRACTOR or deducted from any money due the CONTRACTOR.</td><td></td></tr>
<tr><td>7.</td><td>The CONTRACTOR shall ensure that the materials to be used for the repair are of good quality and subject to inspection by the OSG.</td><td></td></tr>
<tr><td>8.</td><td>The CONTRACTOR has one hundred twenty (120) days but can only operate after office hours on weekdays and during the daytime on Saturdays, Sundays, and Holidays to complete the scope of work, which shall commence five (5) days from receipt of the NTP. The CONTRACTOR shall follow the health and safety protocols, including enclosure of the office spaces, as imposed by the OSG and/or the concerned Building Administrator. The days during which the covered office spaces were physically closed as part of the health and safety measures shall be excluded from the one hundred twenty (120) days to complete the scope of work.</td><td></td></tr>
</table>

9.	The CONTRACTOR shall submit a Work Plan/Schedule specifying the number of: 1) workers per day; 2) workdays per week; 3) work hours per week, and 4) the projected completed works corresponding to the cumulative 20%, 40%, 70% and 100% of scope of work, as duly approved by the OSG. The contractor must ensure that they will deploy at least 5 regular personnel in each lot every workday excluding engineers/foreman. The CONTRACTOR shall likewise submit a Bill of Materials which shall include the labor cost of the project.	
10.	No employer-employee **relationship** shall arise between the CONTRACTOR and/or its workers on one hand, and the OSG on the other. The OSG shall not be liable or accountable for any accident and/or injury which may occur to any worker or personnel of the CONTRACTOR during the performance of the works mentioned herein, whether the injury or accident occurred inside or outside the (leased) premises of the OSG.	
11.	The CONTRACTOR shall be responsible for any loss or damage that may be incurred upon the property during the performance of the works or for injury to any person caused by unreasonable or negligent act or omission of the CONTRACTOR or its workers, whether such act is intentional or not. The OSG shall not be liable for any loss or damage whatsoever and the CONTRACTOR shall save the OSG harmless therefrom. For any loss or damage to the property, the CONTRACTOR shall refund the corresponding amount and/or the amount will be offset against the outstanding payable due to the CONTRACTOR.	
12.	The OSG shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to force majeure or any fortuitous events or for failure on the part of the CONTRACTOR to carry out valid orders given by the OSG or to perform any provisions of the contract, or due to adjustment of plans to suit office conditions as found necessary during the construction.	
13.	Qualifications of the CONTRACTOR: 13.1) Must have been in the business of supplying labor and materials for the repair of offices for **at least five (5) years prior to the date of submission and opening of bids.** 13.2) Must present a Client Satisfaction Rating from **at least five (5) contracts** with government agencies or private corporations with whom the contractor has past or ongoing contract **similar** to this project. **The bidder must have satisfactorily completed, within the last five years from the date of submission and receipt of bids, at least one (1) single contract of a similar nature amounting to at least fifty-percent (50%) of the ABC.** **For purposes of this project, similar contracts shall refer to contracts for repair/renovation/rehabilitation/construction of buildings. Single project such as painting, tiling, etc. will not be considered as similar project.**	

	13.3) Must have a main or satellite office in or around Metro Manila and/or neighboring provinces. 13.4) Must have sufficient manpower to execute the scope of works within the delivery period stated under paragraph 8 of this Terms of Reference. 13.5) Must have a licensed engineer or licensed architect who will be in-charge of the project and who will directly coordinate with OSG. 13.6) Electrical and plumbing works should be done by professional master electrician and master plumber, respectively. 13.7) The CONTRACTOR shall submit documents relevant to the project, such as but not limited to the following: 1. Valid DTI or SEC Registration 2. Valid and Current Mayor's Permit/Municipal License 3. Valid and Current Business Permit 4. Tax Clearance Certificate as finally reviewed and approved by BIR 5. Statement of Government and Private Construction contracts completed which are similar in nature to the contract to be bid. Submission should be supported by the following documents: i. Contract Agreement ii. Constructor's Performance Evaluation System (CPES) or Certificate of Completion iii. Certificate of Acceptance iv. Purchase Order showing contractor has duly conformed with the terms stated therein. 6. Net Financial Contracting Capacity (NFCC) Computation 7. Valid and current professional licenses (engineer and architect) issued by appropriate government licensing agency.	
14.	The OSG Administrative Division reserves the right to check the progress of the project as specified in the scope of work at any time but shall not be primarily responsible for the supervision of the day-to-day accomplishment.	
15.	Applicable provisions of the Government Procurement Reform Act (RA No. 9184) and its Revised Implementing Rules and Regulations (RIRR) shall form part of the Terms of Reference (TOR).	

SCOPE OF WORKS

Subject to the restrictions of the office space and those that may be reasonably imposed, the following are the scope of works:

REPAIR OF OLD CEZAR C. BENGZON DIVISION TO NEW SPACE

	Description	Qty	Unit/s	Statement of Compliance
1.	**Dismantling Works of affected area.**	1	lot	
2.	**Preparation of proposed and as –built plans for the New Space.** -Will be based on the approved layout presented by the contractor to OSG Administrative Division.			
3.	**Supply, Installation and Fabrication of COA Filing Room.** -Drywall Partition -Restoration of Ceiling Works. -Painting Works -Tiling Works -Filing Room -4 Doors and 4 Jamb -Lighting and Rewiring Works -2 Power Outlet -Switch Outlet	30	sqm	
4.	**Supply, Installation and Fabrication of SCN office space.** -Drywall Partition -Restoration of Ceiling Works -Painting Works -Tiling Works -1 Door and 1 Jamb -Lighting and Rewiring Works -6 Power Outlet -Switch Outlet	15	sqm	
5.	**Supply, Installation and Fabrication of Vacant Room.** -Drywall Partition -Restoration of Ceiling Works -Painting Works -Tiling Works -1 Door and 1 Jamb -Lighting and Rewiring Works -2 Power Outlet -Switch Outlet	40	sqm	
6.	**Supply, Installation and Fabrication of DMS office space.** -Drywall Partition -Restoration of Ceiling Works -Painting Works -Tiling Works -Glass Window Works -4 Doors and 4 Jambs (Front Liners) -1 Doors and 1 Jamb (Entrance for OSG Employee) -Low wall and counter table over Glass window -Restoration and Relocation of old glass door at driveway side	88	sqm	

	-Restoration of old glass door at lobby side -Lighting and Rewiring Works -18 Power Outlet for each Front Liners -Switch Outlet			
7.	**Supply, Installation and Fabrication of Tiling Works at proposed hallway to the New Space.**	1	lot	
8.	**Installation and Commissioning of Structured Cabling Systems of Bengzon Division: A total of 20 Nodes** - Existing Rack for Network Switch shall be reused. - Two (2) network cables for Access Point will use Cat. 6 UTP cable, including cabling components such as Information Outlets, Patch Panels, and Patch Cords. All cables to be used shall conform to TIA standards, mainly TIA 568-C.2 and/or ISO/IEC 11801:2002 specifications. - Network cable for the workstations, VOIP phones, and network printers will use Cat. 6 UTP cable, including cabling components such as Information Outlets, Patch Panels, and Patch Cords. - Roughing-ins/layout of new LAN cable raceway using cable tray from the existing Rack location to the designated workstations, access point location, boxes, and fittings. - Layout 20 runs of new LAN cable using Cat. 6 UTP cable to the designated location of workstations, including IP Phones and network printers. - Supply/install new 20 x Cat. 6 Information Outlets for workstations, including IP Phones and network printers. - Supply/install new 20 x Face Plates (2 ports for OD). - Supply/install new 20 x Cat. 6 Patch Cords (3mtrs) for workstations, VOIP phones, and network printer - Cable continuity testing, termination, tagging, and commissioning - Engineering and documentation, including submission of the as-built plan.	1	lot	
9.	**Hauling of debris materials.**	1	lot	
10.	**Cleaning before office hours.**	1	lot	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

Note: Forms/Templates are downloadable at the GPPB website https://www.gppb.gov.ph/downloadable-forms/#tab-61412

TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

☐ Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**

☐ Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐ The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

☐ The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** **A** committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is

already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

FINANCIAL COMPONENT ENVELOPE

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

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

☐ *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.


Republic of the Philippines
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Government Procurement Policy Board