



SOCIAL SECURITY SYSTEM

PHILIPPINE BIDDING DOCUMENTS

Sixth Edition

**Procurement of
INFRASTRUCTURE
PROJECTS**

Government of the Republic of the Philippines

OPEN-CANAL DRAINAGE SYSTEM

ITB-SSS-CIVIL-2023-009

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

SSS – Social Security System.

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
SOCIAL SECURITY SYSTEM
East Avenue, Diliman, Quezon City
Tel. Nos. (632)8920-6401*(632)8920-6446
E-mail: member_relations@sss.gov.ph*Website <http://www.sss.gov.ph>

Invitation to Bid
ITB-SSS-Civil-2023-009

OPEN-CANAL DRAINAGE SYSTEM

<i>Approved Budget for the Contract (ABC) & Source of Fund</i>	<i>Delivery/ Completion Period</i>	<i>Price of Bid Documents (non- refundable)</i>	<i>Schedule of Activities Date/Time</i>	
			<i>Pre-bid Conference</i>	<i>Deadline of submission and receipt of bids</i>
₱ 1,150,000.00 Approved 2023 Corporate Operating Budget-MOOE with Code PAP 2023-0275 of the Annual Procurement Plan (APP)	Within Ninety (90) calendar days upon receipt of Notice to Proceed and Job Order	₱ 2,000.00	August 16, 2023 (Wednesday) 2:00pm	August 30, 2023 (Wednesday) 2:30pm

1. The ***SOCIAL SECURITY SYSTEM (SSS)*** now invites bids for the above Procurement Project. **Completion of the Works is required within the period of ninety (90) calendar days. Bidders should have completed within five (5) years prior to 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).
2. Bids received in excess of the ABC shall be automatically rejected at Bid opening.
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from SSS and inspect the Bidding Documents at the address in the last item of the ITB from Monday to Friday, 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **08 August 2023 up to the scheduled submission & opening of bids** from the address stated in the last item of the ITB and upon payment of the applicable fee for the Bidding Documents, in the amount specified above.

The mode of payment will be on a cash basis payable at the SSS Cash Department, SSS Main Bldg., Ground floor, upon accomplishment of SSS Form R-6. The Bidding Documents shall be received personally by the prospective Bidder or his authorized representative.

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

6. The SSS will hold a Pre-Bid Conference on the date and time specified above at the Bidding Room (formerly CDPRD Computer Room), 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City which shall be open to prospective bidders, but attendance shall not be mandatory.

The Pre-Bid Conference will be conducted through online conference using Microsoft Teams. Kindly e-mail us on or before 15 August 2023, through e-mail address bac@sss.gov.ph, the following:

- a. Name of the representative and e-mail address; and**
- b. Technical and administrative queries.**

7. Bids must be duly received by the BAC Secretariat at the Bidding Room, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City on the deadline specified above. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the **ITB** Clause 14.

Bid opening shall be on the date and time specified above at the Bidding Room, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address above. Late bids shall not be accepted.

8. References to the dates and times shall be based on Philippine Standard time. Should any of the above dates fall on a holiday, the deadline shall be extended to the same time on the immediately succeeding business day in Quezon City.
9. The SSS 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. The SSS assumes no obligation to compensate or indemnify parties for any expense or loss that they may incur as a result of their participation in the procurement process, nor does SSS BAC guarantees that an award will be made as a result of this invitation. Furthermore, the SSS reserves the right to waive any defects or formality in the responses to the eligibility requirements and to this invitation and reserves the right to accept the proposal most advantageous to the agency.

11. For further information, please refer to:

Bids & Awards Committee

The Secretariat

2nd Flr., SSS Main Bldg., East Ave., Diliman, Q.C.

Tel # (632) 8922-1070; 8709-7198 local 5492 & 6382

Email – bac@sss.gov.ph

12. Bidding documents may be downloaded from the **PROCUREMENT** tab at www.sss.gov.ph starting **08 August 2023**.


THE CHAIRPERSON
BIDS & AWARDS COMMITTEE

ref.: itb-sss-civil-2023-009-Open-Canal Drainage System



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Social Security System* wishes to receive Bids for the **OPEN-CANAL DRAINAGE SYSTEM**, with identification number *ITB-SSS-Civil-2023-009*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *CY 2023* in the amount of *One Million One Hundred Fifty Thousand Pesos (P 1,150,000.00)*.

2.2. The source of funding is: Approved 2023 Corporate Operating Budget-MOOE with Code PAP 2023-0275 of the APP.

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 Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

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

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

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

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

5. Eligible Bidders

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

5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be “similar” to the contract to be bid if it has the major categories of work stated in the **BDS**.

5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City** and/or through online conference using **Microsoft Teams** 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 IX. Checklist of Technical and Financial Documents**.

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

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

- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

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

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

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

21. Signing of the Contract

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



Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause															
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: a. Construction of Open-Canal Drainage System b. Civil works as detailed in the Specifications and Bill of Quantities (BOQ) Form														
7.1	Subcontracting is not allowed.														
10.3	Not applicable.														
10.4	The key personnel must meet the required minimum years of experience set below: <table><tr><th>Key Personnel</th><th>Required no. of years of relevant work experience</th><th>Field of Experience</th></tr><tr><td>Project Engineer/Foreman</td><td>3 years</td><td>Construction / Renovation Works</td></tr><tr><td>Mason</td><td>3 years</td><td>Construction Works</td></tr><tr><td>Welder</td><td>3 years</td><td>Fabrication of Steel Grates</td></tr></table>			Key Personnel	Required no. of years of relevant work experience	Field of Experience	Project Engineer/Foreman	3 years	Construction / Renovation Works	Mason	3 years	Construction Works	Welder	3 years	Fabrication of Steel Grates
Key Personnel	Required no. of years of relevant work experience	Field of Experience													
Project Engineer/Foreman	3 years	Construction / Renovation Works													
Mason	3 years	Construction Works													
Welder	3 years	Fabrication of Steel Grates													
10.5	The minimum major equipment requirements are the following: <table><tr><td><u>Equipment</u></td><td><u>Capacity</u></td><td><u>Number of Units</u></td></tr><tr><td>Delivery Truck</td><td>2000 kg</td><td>1 unit</td></tr><tr><td>Electric Grinder</td><td>600 W</td><td>3 units</td></tr></table>			<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Delivery Truck	2000 kg	1 unit	Electric Grinder	600 W	3 units			
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>													
Delivery Truck	2000 kg	1 unit													
Electric Grinder	600 W	3 units													
12	No further instruction.														
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than ₱23,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than ₱57,500.00 if bid security is in Surety Bond.														
19.2	Partial bids are not allowed.														
20	The Lowest Calculated Bidder shall submit the following: 1. Registration certificate from Securities and Exchange Commission (SEC) for corporation including Articles of Incorporation and General Information Sheet (GIS), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document														



	<ol style="list-style-type: none">2. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;3. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)4. Latest Audited Financial Statements5. Latest income tax return corresponding to the Audited Financial Statements submitted, filed electronically (EFPS);6. Quarterly VAT (business tax returns) per Revenue Regulations 3-2005 for the last six (6) months prior to the submission & opening of bids filed electronically (EFPS).
21	Construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.



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.

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	No sectional completion date
3.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor for the duration of the Contract which shall commence upon receipt of the Notice to Proceed and Contract/Job Order.
6	Not applicable
7.2	One (1) year from project completion up to final acceptance or the defects liability period, the contractor shall undertake the repair works, at his own expense, of any damage to the infrastructure on account of the use of materials of inferior quality, within ninety (90) calendar days from the time the HoPE has issued an order to undertake repair.
8	<p>Liability of the Contractor</p> <p>1. CONFIDENTIALITY. Neither party shall, without the prior written consent of the other, disclose or make available to any person, make public, or use directly or indirectly, except for the performance and implementation of the works, any confidential information, acquired from an information holder in connection with the performance of this Contract, unless: (i) the information is known to the disclosing party, as evidenced by its written records, prior to obtaining the same from the information holder and is not otherwise subject to disclosure restrictions on the disclosing party, (ii) the information is disclosed to the disclosing party by a third party who did not receive the same, directly or indirectly, from an information holder, and who has no obligation of secrecy with respect thereto, or (iii) required to be disclosed by law.</p> <p>The obligation of confidentiality by both parties, as provided herein, shall survive the termination of the Agreement.</p> <p>2. MERGER AND CONSOLIDATION. In case of merger, consolidation or change of ownership of the CONTRACTOR with other company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform SSS of the change in corporate structure/ownership. Failure to do so shall translate in such company assuming all liabilities of the acquired/merged company under the Agreement.</p> <p>3. FORCE MAJEURE. SUPPLIER shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that CONTRACTOR's delay in performance or other failure to perform its obligations under this Agreement is the result of a force majeure.</p> <p>For purposes of this Agreement 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 CONTRACTOR could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by CONTRACTOR. Such events may include, but not limited to, acts of SSS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p>



	<p>If a force majeure situation arises, CONTRACTOR shall promptly notify SSS in writing of such condition and the cause thereof. Unless otherwise directed by SSS in writing, CONTRACTOR shall continue to perform its obligations under this Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure.</p> <p>4. NON-ASSIGNMENT. CONTRACTOR shall not assign its rights or obligations under this Agreement, in whole or in part, except with SSS's prior written consent. CONTRACTOR shall not subcontract in whole or in part the PROJECT and deliverables subject of this Agreement without the written consent of SSS.</p> <p>5. WAIVER. Failure by either party to insist upon the other strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as modification of any of the provisions of the Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.</p> <p>6. CUMULATIVE REMEDIES. Any and all remedies granted to the parties under the applicable laws and the Contract shall be deemed cumulative and may therefore, at the sole option and discretion, be availed of by the aggrieved party simultaneously, successively, or independently.</p> <p>7. NO EMPLOYER-EMPLOYEE RELATIONSHIP. It is expressly and manifestly understood and agreed upon that the employees of CONTRACTOR assigned to perform the PROJECT are not employees of SSS. Neither is there an employer-employee relationship between SSS and CONTRACTOR.</p> <p>The Agreement does not create an employer-employee relationship between SSS and the CONTRACTOR including its personnel; that the services rendered by the personnel assigned by CONTRACTOR to SSS in the performance of its obligation under the contract do not represent government service and will not be credited as such; that its personnel assigned to SSS are not entitled to benefits enjoyed by SSS' officials and employees such as Personal Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA), ACA, etc.; that these personnel are not related within the third degree of consanguinity or affinity to the contracting officer and appointing authority of SSS; that they have not been previously dismissed from the government service by reason of an administrative case; that they have not reached the compulsory retirement age of sixty-five (65); and that they possess the education, experience and skills required to perform the job. The CONTRACTOR hereby acknowledges that no authority has been given by SSS to hire any person as an employee of the latter. Any instruction given by SSS or any of its personnel to CONTRACTOR's employees are to be construed merely as a measure taken by the former to ensure and enhance the quality of project performed hereunder. The CONTRACTOR shall, at all times, exercise supervision and control over its employees in the performance of its obligations under the contract.</p>
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	<p>8. PARTNERSHIP. Nothing in the contract shall constitute a partnership between the parties. No party or its agents or employees shall be deemed to be the agent, employee or representative of any other party.</p> <p>9. COMPLIANCE WITH SS LAW. CONTRACTOR shall report all its employees to SSS for coverage and their contributions, as well as, all amortizations for salary/education/calamity and other SSS loans shall be updated. Should CONTRACTOR fail to comply with its obligations under the provisions of the SS Law and Employees' Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties from CONTRACTOR's receivables under this Agreement.</p> <p>Further, prescription does not run against SSS for its failure to demand SS contributions or payments from CONTRACTOR. Moreover, CONTRACTOR shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS.</p> <p>10. COMPLIANCE WITH LABOR LAWS. CONTRACTOR, as employer of the personnel assigned to undertake the PROJECT, shall comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, and other labor-related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG, PhilHealth and taxes) with concerned government agencies/offices.</p> <p>It is agreed further, that prior to the release of any payment by SSS to SUPPLIER, its President or its duly authorized representative, shall submit a sworn statement that all monies due to all its employees assigned to the PROJECT as well as benefits by law and other related labor legislation have been paid by CONTRACTOR and that he/she assumed full responsibility thereof.</p> <p>11. COMPLIANCE WITH TAX LAWS. CONTRACTOR shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to SSS within the duration of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by CONTRACTOR to comply with the foregoing shall entitle SSS to suspend payment of the Contract Price.</p> <p>As required under Executive Order (EO) 398, s. 2005, CONTRACTOR shall submit income and business tax returns duly stamped and received by the BIR, before entering and during the duration of this Agreement. CONTRACTOR, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. CONTRACTOR shall pay taxes in full and on time and that failure to do so will entitle SSS to suspend or terminate this Agreement.</p>
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	<p>12. LIQUIDATED DAMAGES. If CONTRACTOR fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in the PBD inclusive of duly granted time extensions if any, SSS shall, without prejudice to its other remedies under this Agreement 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. Once the amount of liquidated damages reaches ten percent (10%), SSS may rescind or terminate this Agreement, without prejudice to other courses of action and remedies open to it.</p> <p>13. HOLD FREE and HARMLESS. SUPPLIER agrees to defend, indemnify, and hold SSS free and harmless from any and all claims, damages, expenses, fines, penalties and/or liabilities of whatever nature and kind, whether in law or equity, that may arise by reason of the implementation of the Agreement. In addition, CONTRACTOR agrees to indemnify SSS for any damage as a result of said implementation.</p> <p>SUPPLIER hereby assumes full responsibility for any injury, including death, loss or damage which may be caused to SSS' employees or property or third person due to CONTRACTOR's employees' fault or negligence, and further binds itself to hold SSS free and harmless from any of such injury or damage. SSS shall not be responsible for any injury, loss or damage which CONTRACTOR or any of its employees may sustain in the performance of CONTRACTOR's obligations under this Agreement.</p> <p>14. SETTLEMENT OF DISPUTES. If any dispute or difference of any kind whatsoever shall arise between SSS and CONTRACTOR in connection with or arising out of this Agreement, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>If after thirty (30) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either SSS or CONTRACTOR may give notice to the other Party of its intention to commence arbitration, in accordance with RA No. 876, otherwise known as the "Arbitration Law" and RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004," in order to settle their disputes.</p> <p>No arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.</p> <p>15. VENUE OF ACTIONS. In the event court action is necessary in order to promote Arbitration, such action shall be filed only before the proper courts of Quezon City, to the exclusion of all other venues.</p> <p>16. GOVERNING LAW. The Agreement shall be governed by and interpreted according to the laws of the Republic of the Philippines.</p> <p>17. AMENDMENTS. This Agreement may be amended only in writing and executed by the parties or their duly authorized representatives.</p>
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	<p>18. SEPARABILITY. If any one or more of the provisions contained in the contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid illegal or unenforceable term of provision.</p> <p>19. BINDING EFFECT. The Agreement shall be binding upon the Parties hereto, their assignee/s and successor/s-in-interest.</p>						
10	No dayworks are applicable to the contract.						
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within five (5) calendar days after the conduct of pre-construction meeting.						
11.2	<p>The period between Program of Work updates is seven (7) calendar days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is ten percent (10%) of the cost of accomplishment of the progress billing, on top of applicable ten percent (10%) retention money.</p>						
13	Advance payment is not allowed.						
14	<p>Progress payment may be made in two (2) billings and upon written request by the Contractor, following the matrix below:</p> <table><tr><th>PROGRESS PAYMENT</th><th>BASIS OF PAYMENT</th></tr><tr><td>1st Billing</td><td>50% or more work accomplishment.</td></tr><tr><td>2nd or Final Billing</td><td>One hundred percent (100%) completion of the project and upon issuance of Certificate of Completion as certified by the EFMD.</td></tr></table> <p>Materials and equipment delivered on the site but not completely put in place shall not be included for payment.</p>	PROGRESS PAYMENT	BASIS OF PAYMENT	1 st Billing	50% or more work accomplishment.	2 nd or Final Billing	One hundred percent (100%) completion of the project and upon issuance of Certificate of Completion as certified by the EFMD.
PROGRESS PAYMENT	BASIS OF PAYMENT						
1 st Billing	50% or more work accomplishment.						
2 nd or Final Billing	One hundred percent (100%) completion of the project and upon issuance of Certificate of Completion as certified by the EFMD.						
15.1	Not applicable						
15.2	Not applicable						



Section VI. Specifications

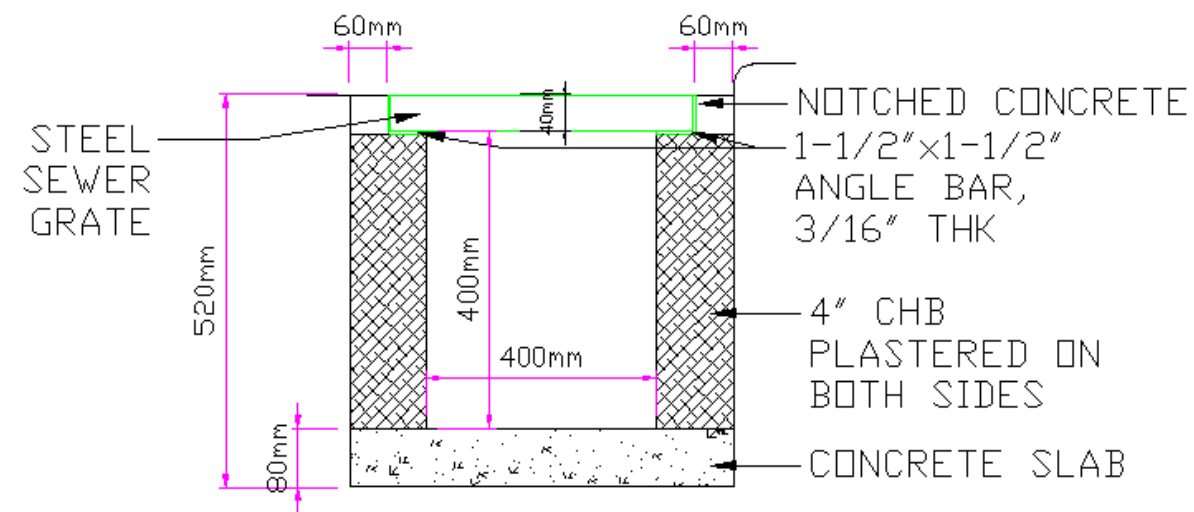
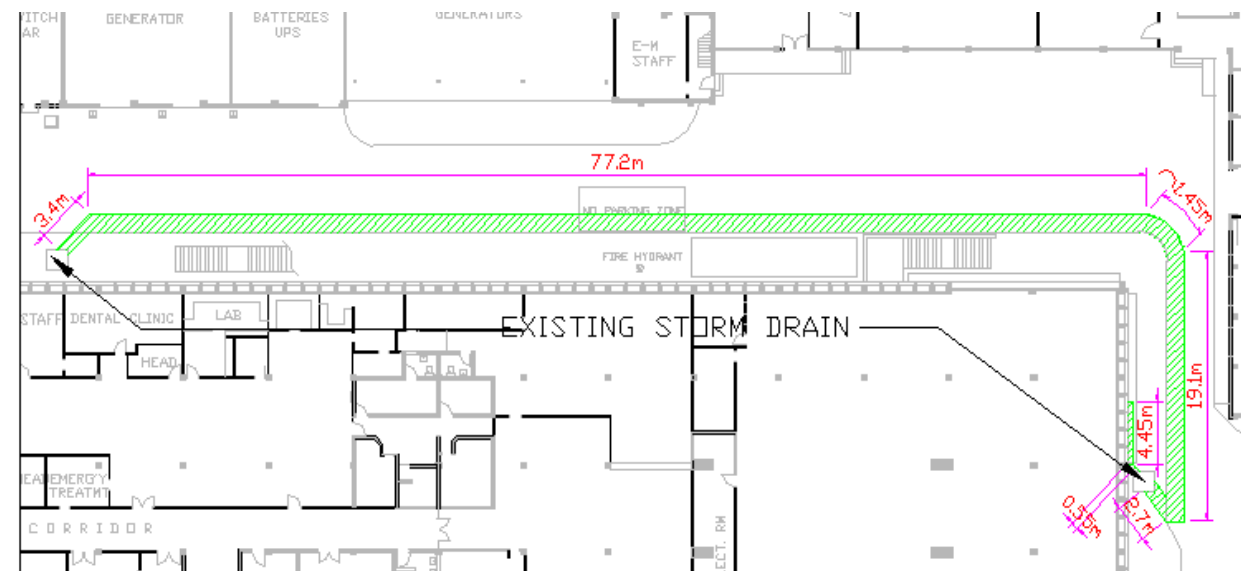
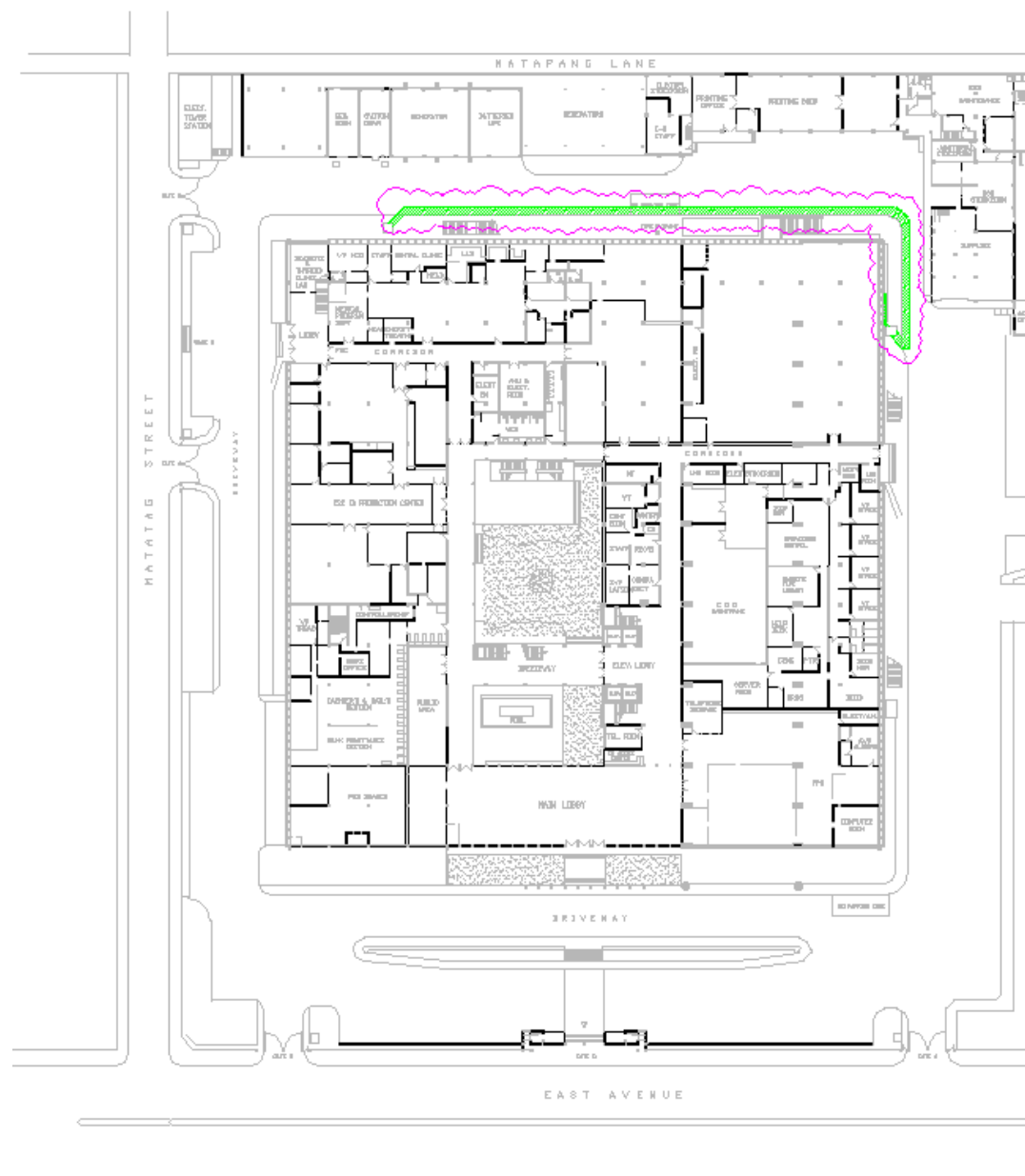
Item	Specification	Statement of Compliance
I	<p data-bbox="284 284 560 318">SCOPE OF WORKS</p> <p data-bbox="560 284 1235 543">The work contemplated under this contract shall consist of the furnishing of all materials, labor, tools and equipment, work permits including the satisfactory performance of all works necessary for the complete execution of all the work as shown on the drawings, specifications and other contract documents.</p> <p data-bbox="560 583 899 618">1. SITE PREPARATION</p> <p data-bbox="602 618 1235 692">1.1 Excavation works – Estimated at 41.90 cu.m.</p> <p data-bbox="602 692 1235 767">1.2 Hauling and disposal of debris and waste materials</p> <p data-bbox="560 807 889 842">2. MASONRY WORKS</p> <p data-bbox="602 842 1235 1101">2.1 Construction of Sewer Line (Inside Dimensions: 400mm W x 400mm H) with Reinforced Concrete Slab topped with 2 layers of 100mm (4”) THK CHB Outer Walls and Plastered on Both Sides, Notched Top for Support of Steel Grating System (See detailed drawings)</p> <p data-bbox="602 1101 1235 1176">2.2 Structural Reinforcing Bar Works with Tie Wires (See detailed drawings)</p> <p data-bbox="602 1176 1235 1285">2.3 Installation of 12” diameter Reinforced Concrete Pipe connecting the new drainage system and existing storm drains</p> <p data-bbox="602 1285 1235 1360">2.4 Groundfilling and concreting works of newly installed concrete pipes</p> <p data-bbox="560 1400 824 1435">3. STEEL WORKS</p> <p data-bbox="602 1435 1235 1510">3.1 Fabrication of 0.48m W x 1.0m L Steel Grates (See detailed drawings)</p> <p data-bbox="602 1510 1235 1584">3.2 Welding of Top Reinforcement to Angle Bar Notch Support (See detailed drawings)</p> <p data-bbox="602 1584 1235 1694">3.3 Painting of fabricated steel sewer grates: 1 coat primer, 2 coats Quick Drying Enamel (Black)</p> <p data-bbox="560 1734 831 1769">4. PIPING WORKS</p> <p data-bbox="602 1769 1235 1913">4.1 Installation of 6” diameter PVC pipe (embedded in plant box) connecting existing downspout near basement and existing storm drain</p> <p data-bbox="602 1913 1016 1948">4.2 Replacement of downspouts</p> <p data-bbox="602 1948 1235 2023">4.3 Groundfilling and concreting works of newly embedded pipes</p>	
II	<p data-bbox="284 2050 560 2085">WORKMANSHIP</p> <p data-bbox="560 2050 1235 2237">All required phases of work shall be done by skilled and competent men who regularly engage or specialize in the type of work specified. Workmanship shall be the very best trade/industry practice.</p>	

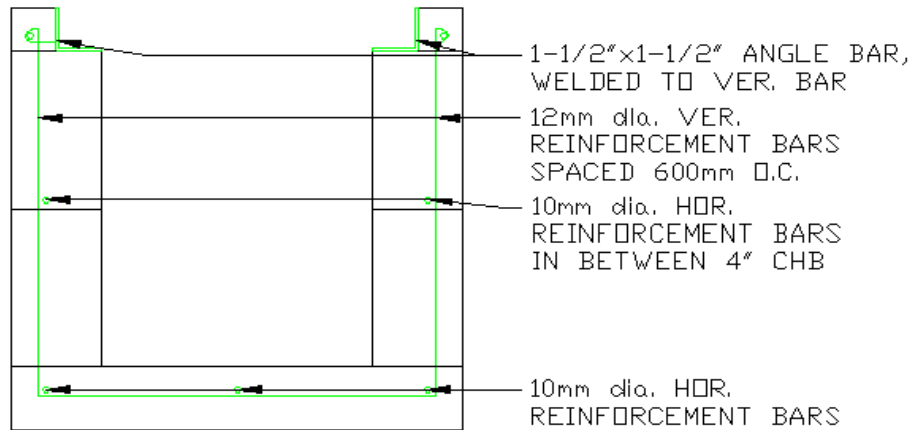


Item	Specification		Statement of Compliance
III	SITE EXAMINATION	<p>Examine the site premises and all conditions apparent and visible therein. Consider all such conditions that may affect work.</p> <p>Measure every existing work/structure at site. Verify all given dimensions and deviations. It shall be understood that the work covers all exposed external surfaces regardless of measurements made.</p>	
IV	PROTECTION OF WORK AND PROPERTY	<p>Provide adequate protection for existing structures and other areas not affected by the work specified and the ground below. Place warning signs where work is being undertaken.</p> <p>Remove work materials damaged by failure to provide protection. Replace with new work materials at no extra cost to the OWNER.</p>	
V	CLEANING	<p>Leave premises clean, neat and orderly. Remove all stains, spots, blemishes, soil dirt from all finished work.</p> <p>Remove all excess materials, used containers, tools, equipment and supplies out of the SSS premises during the progress upon completion of work.</p>	

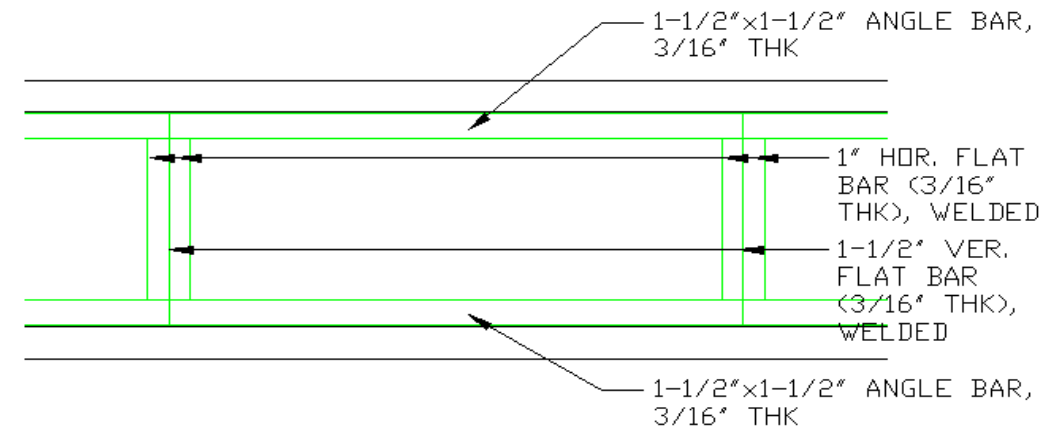


Section VII. Drawings

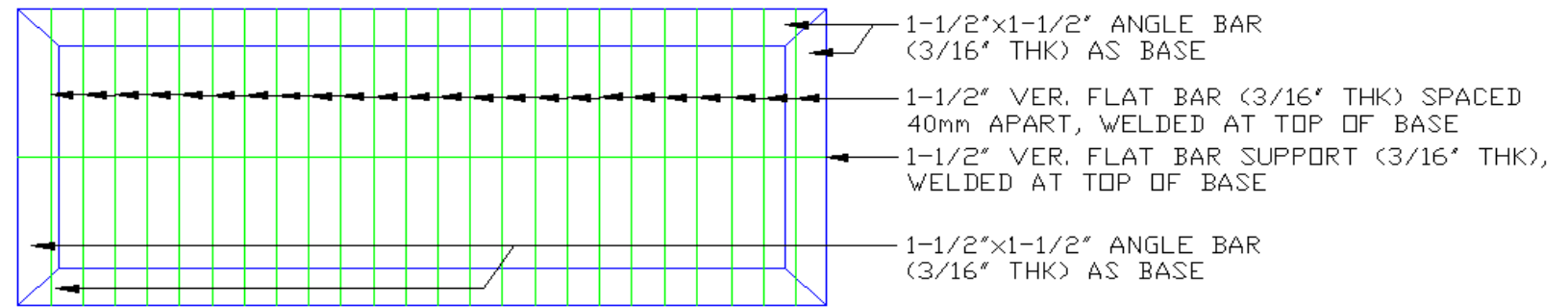




REINFORCEMENT DETAILS



GRATE CASING DETAILS



SEWER GRATE DETAILS

Section VIII. Bill of Quantities

ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST VAT INCLUDED	TOTAL
(A)	(B)	(C)	(D)	(E)	^(F) (C) * (E)
I. Site Preparation					
1.1	Excavation works	41.90	Cu.m.		
1.2	Hauling of Waste Materials/Debris	1.00	Lot		
II. Masonry Works					
2.1	Portland Cerment	270.00	Bags		
2.2	Sand	15.84	Cu.m.		
2.3	Gravel	6.56	Cu.m.		
2.4	10mm dia. Reinforcing Bar, 6m L	105.00	Pcs		
2.5	12mm dia. Reinforcing Bar, 6m L	50.00	Pcs		
2.6	Tie Wire	22.00	Kg		
2.7	Formworks	1.00	Lot		
2.8	100mm THK Concrete Hollow Blocks	1,182.00	Pcs		
III. Steel Fabrication – Steel Sewer Grates					
3.1	Angle Bar 1-1/2" x 1-1/2" x 6m L	73.00	Pcs		
3.2	Flat Bar 1-1/2"	205.00	Pcs		
3.3	Flat Bar 1"	16.00	Pcs		
3.4	Cutting Disc	40.00	Pcs		
3.5	Grinding Disc	60.00	Pcs		
3.6	Welding Rod	32.00	Kg		
3.7	Primer	27.00	Gal		



3.8	Quick Drying Enamel (Black)	54.00	Gal		
IV. Piping Works					
4.1	Installation of 12" Reinforced Concrete Pipe to connect new drainage system and existing storm drains	1.00	Lot		
4.2	Installation of 6" PVC Pipe to connect existing downspout near basement and existing storm drain including replacement of downspouts	1.00	Lot		
4.3	Groundfilling and concreting works of newly connected pipes	1.00	Lot		
TOTAL PROJECT COST (Must not exceed the ABC of ₱ 1,150,000.00)					

GENERAL INSTRUCTIONS:

- For uniformity and evaluation purposes, a bidder shall adhere to the herein prescribed format of BOQ, specifically in the formula for computation, given quantity and inclusive pay items. Any deviation from the format shall be a ground for disqualification of bid.
- Bidders are not allowed to include any pay items that were not indicated in the BOQ Form.
- The Material, Labor and Equipment Costs as indicated in the BOQ shall include the following:
 - Mobilization / Demobilization Cost
 - Mark-up or Indirect Cost which include: Overhead Expenses such as office expenses, supervision, transportation allowances, and financing costs (premium on CARI, Bid Security, Performance Security, Surety for Advance Payment, Warranty Security, Construction Bond, etc.), Contingencies, Miscellaneous Expenses and Contractor's Profit Margin
 - 12% Value Added Tax (VAT)
- Corresponding cost of material, labor and equipment must be provided for all items in the BOQ so as not to constitute an incomplete bid which is a ground for disqualification. In cases where material, labor and equipment costs are lumped, or no material, labor and equipment cost is required, indicate the same or indicate "0" or "N/A" if given free of charge to SSS. Don't leave the spaces for material, labor and equipment costs blank, except as indicated.

SUBMITTED BY:

(Name of Bidder)

Address: _____

Telephone No. _____

Email: _____

PREPARED BY:

(Signature over Printed Name)
Company Representative

Date Signed: _____



Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- ☐ (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- ☐ (i) 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**
- ☐ (j) Project Requirements, which shall include the following:
 - ☐ a. Organizational chart for the contract to be bid;
 - ☐ b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - ☐ c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- ☐ (k) 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

- ☐ (l) The prospective bidder's audited financial statements, showing, among others, the prospective bidder'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**
- ☐ (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

IMPORTANT REMINDERS

- A) Each and every page of the Bid Forms, under Section VIII: Checklist of Technical and Financial Documents 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.
- B) Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.
- C) Bid documents shall be compiled in a folder/binder with the Annexes properly labeled with tabs/separators.
- D) Bidders shall submit their bids through their duly authorized representative enclosed in separate sealed envelopes, which shall be submitted simultaneously:
 - a) The first three individually sealed envelopes shall contain the folder/binder of the Eligibility Requirements and Technical Component of the bid; prepared in three copies labeled as follows:

Envelop (1): ORIGINAL – Eligibility Requirements and Technical Component
Envelop (2): COPY1 – Eligibility Requirements and Technical Component
Envelop (3): COPY2 – Eligibility Requirements and Technical Component
 - b) The next three individually sealed envelopes shall contain the folder/binder of the Financial Component of the bid; prepared in three copies labeled as follows:

Envelop (4): ORIGINAL – Financial Component
Envelop (5): COPY1 – Financial Component
Envelop (6): COPY2 – Financial Component

c) Bidders shall enclose, seal and mark the following:

Envelop (7): Envelope (1) and Envelope (4) enclosed in one sealed envelope marked “ORIGINAL–BID”

Envelop (8): Envelope (2) and Envelope (5) enclosed in one sealed envelope marked “COPY1–BID”

Envelop (9): Envelope (3) and Envelope (6) enclosed in one sealed envelope marked “COPY2–BID”

d) final/outer Envelopes (7) to (9) shall then be enclosed in a single sealed, signed envelope/package/box

e) All envelopes (Envelopes (1) to (9) and the final/outer envelope/package/box) shall indicate the following:

- addressed to the Procuring Entity’s BAC
- name and address of the Bidder in capital letters
- name of the contract/project to be bid in capital letters
- bear the specific identification/reference code of this bidding process
- bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids

THE CHAIRPERSON

BIDS AND AWARDS COMMITTEE

2ND FLOOR, SSS MAIN BUILDING

EAST AVENUE, DILIMAN, QUEZON CITY

NAME OF BIDDER : _____

ADDRESS : _____

- E) Bids submitted after the deadline shall only be marked for recording purpose, shall not be included in the opening of bids, and shall be returned to the bidder unopened.
- F) Bidders shall submit a copy of the Authority to Notarize issued by the Regional Trial Court to the Notarial Public.

FORMS

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive name.

Bid Form for the Procurement of Infrastructure Projects

BID FORM

OPEN-CANAL DRAINAGE SYSTEM

Date: _____
Project Identification No.: _____

To: SOCIAL SECURITY SYSTEM
East Avenue, Diliman, Quezon City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: (Insert name of contract);
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- a. The total price of our Bid in words and figures, excluding any discounts offered below is: (insert information);
- b. The discounts offered and the methodology for their application are: (insert information);
- c. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,
- d. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- e. If our Bid is accepted, we commit to obtain a Performance Security in the amount of [insert percentage amount] percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines for this purpose;
- f. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- g. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- h. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.



- i. We likewise certify/conform that the undersigned, is the duly authorized representative of the bidder, and 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 the (Name of Project) of the [Name of the Procuring Entity].
- j. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity:_____

Signature:_____

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

Date: _____

GPPB Resolution No. 16-2020, dated 16 September 2020



Bid Securing Declaration Form

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

BID SECURING DECLARATION

Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity] Affiant

[Jurat]

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

GPPB Resolution No. 16-2020, dated 16 September 2020



Contract Agreement Form for the
Procurement of Infrastructure Projects (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days
after receiving the Notice of Award]

CONTRACT AGREEMENT

ITB-SSS-CIVIL-2023-__

THIS AGREEMENT made between:

SOCIAL SECURITY SYSTEM, a government-owned and controlled corporation created pursuant to Republic Act No. 11199, with principal office address at SSS Building, East Avenue, Diliman, Quezon City, represented herein by its Approving Authority and (Position of Approving Authority), (Name of Approving Authority) and (Position of Signatory), (Name of signatory), duly authorized pursuant to Administrative Order _____, _____ (pertaining to Approving Authority) (Annex “A”) and Office Order _____, _____ (Annex “B”) (pertaining to signatories), hereinafter referred to as the “SSS”;

- a n d -

(NAME OF CONTRACTOR), of legal age, Filipino, single/married, with principal address at _____, hereinafter referred to as the “Contractor”.

If corporation

(NAME OF CONTRACTOR), a corporation duly created and existing pursuant to the laws of the Republic of the Philippines, with principal office address at _____, represented herein by its (Position of Signatory), (Name of Signatory), duly authorized pursuant to _____, _____, hereinafter referred to as the “Contractor”.

WHEREAS, the Entity is desirous that the Contractor execute [name and identification number of contract] (hereinafter called “the Works”) and the Entity has accepted the Bid for [contract price in words and figures in specified currency] by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;



- iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any
 - b. Contractor's bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents 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;
 - c. Performance Security;
 - d. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
 4. The SSS agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

<p><i>[Insert Name and Signature]</i></p> <p><i>[Insert Signatory's Legal Capacity]</i></p> <p style="text-align: center;"><i>for:</i></p> <p>SSS</p>	<p><i>[Insert Name and Signature]</i></p> <p><i>[Insert Signatory's Legal Capacity]</i></p> <p style="text-align: center;"><i>for:</i></p> <p><i>[Insert Name of Supplier]</i></p>
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(In case of double acknowledgment)

SIGNED IN THE PRESENCE OF:

(Name of Certifying officer as to availability of funds)
(Position of Certifying Officer)
(Department/Office of Certifying Officer)

FUNDS AVAILABLE:

APP No.: _____

FIRST ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, on this _____ day
of _____ personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same person who executed the foregoing Agreement, consisting of _____ (____) pages, including this page and excluding annexes, and he/she/they acknowledged to me that the same is his/her/their free and voluntary act and deed as well as the free and voluntary act and deed of the principal he/she /they represent/s in this instance.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.



SIGNED IN THE PRESENCE OF:

SECOND ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, on this _____ day
of _____ personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same person who executed the foregoing Agreement, consisting of _____ (____) pages, including this page and excluding annexes, and he/she/they acknowledged to me that the same is his/her/their free and voluntary act and deed (if corporation to include succeeding phrase) as well as the free and voluntary act and deed of the principal he/she /they represent/s in this instance.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.



Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;6. **Select one, delete the rest:**

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

GPPB Resolution No. 16-2020, dated 16 September 2020



SECRETARY'S CERTIFICATE

I, <NAME OF CORPORATE SECRETARY>, of legal age, <Civil Status>, Filipino citizen and with business at <Company Address>, after being duly sworn, hereby depose and state that:

- 1. I am the Corporate Secretary of <COMPANY NAME>, a Corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at <Office Address>.
- 2. As the Corporate Secretary, I have custody and access to the records of the Corporation.
- 3. I am familiar with the facts herein certified and duly authorized to certify the same.
- 4. I hereby certify that during a regular meeting of the Board of Directors of the Corporation held on <Date of Meeting>, at which meeting a quorum was present, the following Resolution/s was/were unanimously passed, approved and adopted:

- a) RESOLVED that <COMPANY NAME>, authorized and empowered the following to participate in the bidding for the <PROJECT NAME> of the SOCIAL SECURITY SYSTEM:

NAME	POSITION/DESIGNATION	SIGNATURE
1.		
2.		

- b) RESOLVED FURTHER that, if awarded the Contract, the following is/are granted full power and authority to enter into contract with the SOCIAL SECURITY SYSTEM:

NAME	POSITION/DESIGNATION	SIGNATURE
1.		
2.		

- c) RESOLVED FURTHERMORE that, the designated representative/s of the Corporation has/have the full power to perform any and all acts necessary and/or to represent the Corporation as fully and effectively as the Corporation might do if personally present, and hereby satisfying and confirming all the said representative/s shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ____ at <CITY>.

NAME & SIGNATURE of Corporate Secretary

SUBSCRIBE AND SWORN to before me this __ day of _____ at <CITY>, affiant having exhibited to me his/her <Government Issued ID and details [issued by, date and place issued if applicable]>).

Doc No. _____
Page No. _____
Book No. _____
Series of _____



STATEMENT OF ALL ITS ON-GOING GOVERNMENT AND PRIVATE
CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YER STARTED

NAME OF CONTRACT	DATE OF CONTRACT	CONTRACT DURATION	CONTACT PERSON, CONTACT NO., ADDRESS, AND EMAIL ADDRESS	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT



STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO
THE PROJECT TO BE BID EQUIVALENT TO AT LEAST 50% OF THE ABC
WITH ATTACHED CERTIFICATE OF FINAL COMPLETION OR
CPES EVALUATION

NAME OF CONTRACT	COMPLETION PERIOD	AMOUNT OF CONTRACT	CONTACT PERSON, CONTACT NO., ADDRESS, AND EMAIL ADDRESS



(Name of Bank)

COMMITTED LINE OF CREDIT CERTIFICATE

Date:

Social Security System (SSS)
SSS Main Building, East Avenue
Diliman, Quezon City

CONTRACT PROJECT :
COMPANY/FIRM :
ADDRESS :
BANK/FINANCING :
INSTITUTION :
ADDRESS :
AMOUNT :

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance by the Social Security System.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

The committed line of credit cannot be terminated or cancelled without the prior written approval of Social Security System.

Name and Signature of Authorized Financing Institution Office

Office Designation

Concurred by:

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor) Authorized Representative

Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this day of at Philippines, Affiant exhibited to me his/her competent Evidence of Identity (as defines by the 2004 Rules on Notarial Practice issued on at , Philippines.

NOTARY PUBLIC

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Page No. :
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Series of :

(Note: The amount committed should be machine validated in the Certificate itself)





[Handwritten signature]