



Community-Based Procurement Manual



NATIONAL
COMMUNITY
DRIVEN
DEVELOPMENT
PROGRAM
(NCDDP)

KALAHI – CIDSS
KAPIT-BISIG LABAN SA KAHIRAPAN-
COMPREHENSIVE AND INTEGRATED
DELIVERY OF SOCIAL SERVICES

Republic of the Philippines
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT

**Department of Social Welfare and Development
KALAHI-CIDSS
NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROJECT
(NCDDP)**

COMMUNITY BASED PROCUREMENT MANUAL

VOLUME TWO
(October 2015)

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ANNEX A: Procurement Planning Forms

**Community Procurement Plan (CPP)
(CBPM Form A-1)**

**Market Survey of Available Suppliers and
Contractors (CBPM Form A-2)**

Survey of Available Laborers (CBPM Form A-3)

**KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
COMMUNITY PROCUREMENT PLAN (CPP)**

Name of Proposed Sub-Project: _____

Date Prepared: _____

Barangay: _____ Municipality: _____ Province: _____

Total Estimated Cost: _____

Community Project Duration: _____ Proposed Mode/Model of Implementation: *By Administration/Community Force Account or By Contract*

Type of Plan: () Initial (**X**) Final

Items to be Procured	Quantity	Unit of Measure	Unit Cost	Total Cost	Procurement Method <small>(Community Shopping for Goods, Community Shopping for Works, etc.)</small>	Schedule of Procurement: <small>(1st, 2nd or 3rd Tranche)</small>	Comments/Remarks
Package No.							
Sub-Total							
Package No.							
Sub-Total							
GRAND TOTAL							

Prepared by:

Reviewed by:

Approved by:

SIGNATURE OVER PRINTED NAME

Project Preparation Team/Procurement Team Head

SIGNATURE OVER PRINTED NAME

Technical Facilitator/Municipal Engineer

SIGNATURE OVER PRINTED NAME

BRT Chairperson/BSPMC Chairperson

- Note:**
1. Initial CPP (For Proposal): PPT to prepare and approved by the BRT Chair during the Social Investigation Stage.
 2. Final CPP (for SPI): PT to finalize and the BSPMC Chair will approve for actual implementation.
 3. For Comments/Remarks Section: Example: For RPMO/NPMO/WB NOL, Reason/s of the packaging, etc.

**KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
MARKET SURVEY OF AVAILABLE SUPPLIERS AND CONTRACTORS**

Name of Proposed Sub-Project: _____ Date Prepared: _____
 Barangay: _____ Municipality: _____ Province: _____

Possible Items to be Procured	Names of Possible Suppliers and Contractors for each Item to be Procured	Prevailing Market Price
Portland Cement	Supplier ABC Supplier EFG	P____.00/bag P____.00/bag
Pre-Engineering Works: a. Survey b. Design & Analysis	<u>Survey:</u> Service Provider A Service Provider B <u>Design & Analysis:</u> Service Provider C Service Provider D	P____/100km
Construction Services	Contractor A Contractor B	

Prepared by:

Reviewed by:

Approved by:

SIGNATURE OVER PRINTED NAME

Project Preparation Team

SIGNATURE OVER PRINTED NAME

Technical Facilitator/Municipal Engineer

SIGNATURE OVER PRINTED NAME

BRT Chairperson

- Note:** 1. PPT to prepare and approved by the BRT Chair during the Social Investigation Stage.
 2. The Technical Facilitators will consolidate this form for a municipal wide inventory list to be submitted to the SRPMO and RPMO.

**KALAHI CIDSS - NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
SURVEY OF AVAILABLE LABORERS**

Name of Proposed Sub-Project: _____ Date Prepared: _____
 Barangay: _____ Municipality: _____ Province: _____

Work Items to be Procured/Undertaken	Availability of Local Labor for each Item of Works						
	No. of Skilled		Daily Rate	No. of Unskilled		Daily Rate	No. of Pakyaw Groups
	Male	Female		Male	Female		

Prepared by:

SIGNATURE OVER PRINTED NAME
Project Preparation Team

Reviewed by:

SIGNATURE OVER PRINTED NAME
Technical Facilitator/Municipal Engineer

Approved by:

SIGNATURE OVER PRINTED NAME
BRT Chairperson

ANNEX B: COMMUNITY SHOPPING AND DIRECT CONTRACTING FORMS FOR GOODS AND WORKS

**Notice of Request for Quotation for Goods
(CBPM Form B-1)**

**Notice of Request for Quotation for Works
(CBPM Form B-2)**

Request for Quotation for Goods (CBPM Form B-3)

Request for Quotation for Works (CBPM Form B-4)

Acknowledgement Receipt (CBPM Form B-5)

Abstract of Quotation for Goods (CBPM Form B-6)

Abstract of Quotation for Works (CBPM Form B-7)

Purchase Order for Goods (CBPM Form B-8)

Contract Agreement for Works (CBPM Form B-9)

**Request for Quotation for Lease of Equipment (Equipment
Rental) (CBPM Form B-10)**

**Purchase Order for Lease of Equipment
(CBPM Form B-11)**

CBPM Form B-1

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

**NOTICE OF REQUEST FOR QUOTATION
FOR GOODS**

(For Posting only)

Date: _____

The community of (Name of Barangay), through its Bids and Awards Committee (BAC) invites suppliers/distributors/contractors of good standing to submit quotations for the following goods to be procured under (select one, delete the other: *community shopping or community direct contracting*) receiving assistance from the DSWD KALAHI-CIDSS National Community Driven Development Program (KC-NCDDP).

Name of Community Sub-Project: _____

Location: _____

Package No.: _____

Items No.	Description/Specs of Items	Qty	Unit	Unit Cost	Total
	TOTAL				P
	Amount in Words:				

Suppliers of good standing should be in the business of providing goods for at least one year as shown by its business name registration with the Department of Trade and Industry (DTI) for sole proprietorship, Securities and Exchange Commission (SEC) for partnerships and corporations or registration with the Cooperatives Development Authority (CDA) for cooperatives. Suppliers/distributors/contractors shall also submit a copy of the mayor's permit/municipal license from his/her place of business and shall have no outstanding record of being blacklisted by any government agency. Existing suppliers of KC-NCDDP sub-projects should show satisfactory completion of all contracts awarded with no slippage of more than 15% on any contract.

Requests for Quotation (RFQ) or canvass forms shall be returned in a sealed envelope with the following address and submitted to the Barangay Sub-Project Management Committee (C/BSPMC) at the Barangay hall on or before insert time for deadline, on insert date of deadline.

Kalahi CIDSS- NCDD Program

Barangay Sub-Project Management Committee

Barangay _____, Municipality of _____

Province of _____

Immediately after the deadline of submission, the quotation will be opened in public.

A Suppliers' conference for (select one, delete the other: community shopping or community direct contracting) shall be held at (venue as determined by the BAC) on (insert date and time). *(Include this phrase, if applicable)*

The date of delivery for the above goods shall be within the (insert month and year of the target deadline of delivery).

The designated contact person for this procurement is: (insert name of contact person, position, address and contact number.)

(SGD.) SIGNATURE OVER PRINTED NAME
Chairperson, C/BSPMC

Date of Posting/Issuance of Request for Quotation:

Start: _____

End: _____

Note:

All Elected Local Government officials and those directly involved (BSPMC Chairperson, BAC & PT) in the procurement, up to the 1st degree of consanguinity or affinity are disqualified from participating as “suppliers/contractors/service providers” within the area of coverage of this sub-project.

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

**NOTICE OF REQUEST FOR QUOTATION
FOR WORKS**

(For Posting only)

Date: _____

The community of (Name of Barangay), through its Bids and Awards Committee (BAC) invites interested contractors to submit quotations for the following works to be procured under (select one, delete the other: community shopping/community direct contracting) receiving assistance from the DSWD KALAHI-CIDSS National Community Driven Development Program (KC-NCDDP).

Name of Community Sub-Project: _____

Location: _____

Project Description: _____

Items No.	Items of Work/Description of Work	Qty	Unit	Unit Cost	Total
	TOTAL				P
	Amount in Words:				

Bona fide contractors licensed by the Philippine Contractors Accreditation Board (PCAB) classified under the type of contract/project where the subject contract falls are eligible to be submit quotations for (select one, delete the other: community shopping or community direct contracting) for works. The contractor should have no negative slippage of more than 15% for any on-going or completed KC-NCDDP projects.

Requests for Quotation (RFQ) or canvass forms shall be returned in a sealed envelope with the following address and submitted to the Barangay Sub-Project Management Committee (C/BSPMC) at the Barangay hall on or before (insert time for deadline), on (insert date of deadline).

Kalahi CIDSS –NCDD Program

Barangay Sub-Project Management Committee

Barangay _____, Municipality of _____

Province of _____

Immediately after the deadline of submission, the canvass will be opened in public.

A Contractors' conference for (*select one, delete the other: community shopping or community direct contracting*) shall be held at the (*venue as determined by the BAC*) on (*insert date and time*).

The schedule for Sub-project completion of the works shall be with the *insert month and year of the target completion*.

The designated contact person for this procurement is: *insert name of contact person (Procurement Team Head or BAC Chairperson), position, address and contact number*.

(SGD.) **SIGNATURE OVER PRINTED NAME**
Chairperson, C/BSPMC

Date of Posting/Issuance of Request for Quotation:

Start: _____

End: _____

Note:

All Elected Local Government officials and those directly involved (BSPMC Chairperson, BAC & PT) in the procurement, up to the 1st degree of consanguinity or affinity are disqualified from participating as “suppliers/contractors/service providers” within the area of coverage of this sub-project.

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____
Municipality: _____
Province: _____

REQUEST FOR QUOTATION FOR GOODS
 (For Personal Serving)

Date: _____

To: Company Name: (Registered Business Name of the Supplier)
 Address: _____

May we request you to indicate your prices for the items listed below. Please return this form to the canvasser in sealed envelope or submit it to the Barangay Sub-Project Management Committee (C/BSPMC) at the Barangay Hall on insert date and time of deadline for submission

Name of Sub-project: _____
Location : _____
Contract Package No: _____

Items No.	Description/Specs of Items	Qty	Unit	Unit Cost	Total
	TOTAL				P
	Amount in Words:				

Delivery Period (in Calendar Days): _____

Note:

1. Quotation must be valid and fixed for **30 calendar days**.
2. Prices quoted must include taxes and other incidental expenses.
3. **Supplier is:** *(To be accomplished by the supplier).*
 Non-VAT **VAT Registered** **VAT Exempt**
4. **Cost of delivery:** *(The BAC/PT will check one.)*
 to include *(delivered on designated location)* **not to include** *(for Pick-up)*
5. **Award shall be made:** *(The BAC/PT will check one.)*
 on per item basis **on per package basis**
6. A **Suppliers' conference** shall be held at the *(venue as determined by the BAC)* on *(insert date and time)*. *(If applicable)*

SIGNATURE OVER PRINTED NAME
Chairperson, C/BSPMC

After having carefully read and accepted your General Conditions, I/We quote you on the item/s at prices noted above.

Canvass Submitted by:

SIGNATURE OVER PRINTED NAME

Registered Owner

Registered Business Name: _____

Date of quotation of the Supplier: _____

Note:

1. All Elected Local Government officials and those directly involved (BSPMC Chairperson, BAC & PT) in the procurement, up to the 1st degree of consanguinity or affinity are disqualified from participating as “suppliers/contractors/service providers” within the area of coverage of this sub-project.
2. For suppliers/contractors/service providers: please use **ball pen** in filling up this form, otherwise, it will nullify this RFQ if used as a bill of materials/price schedule.

CBPM Form B-4

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____
Municipality: _____
Province: _____

**REQUEST FOR QUOTATION
FOR WORKS**

(For Personal Serving)

Date: _____

To: Company Name: _____

Address: _____

Our community has received a grant from the Department of Social Welfare and Development's KALAHI CIDSS - NCDD Program. The Barangay Sub-Project Management Committee (C/BSPMC) invites you to submit a quotation to construct and complete, on behalf of the community and according to the conditions of this Invitation, the whole of the work items for said project broken down as follows:

Name of Sub-project: _____
Location : _____
Contract Package No. _____
Contract Duration: _____

Work Item No.	Scope of Works	Qty	Unit	Unit Cost	Total
				TOTAL	

To assist you in the preparation of your price quotation, we enclose the necessary drawings and specifications. Your quotation should be submitted in a sealed envelope and addressed to the undersigned at the following address:

The Barangay Sub-Project Management Committee
Attention: Bids and Awards Committee
Barangay Hall, Barangay _____
Municipality of _____, Province of _____

Your quotation shall be valid for a period of **forty five (45) days** from the date of submission of the quotation. **Quotation shall be fixed for four (4) months.** Price quoted must include taxes and other incidental expenses. It is understood that the contractor shall complete all works enumerated at the total quoted price. Minor works not listed therein but are necessary to execute the work items are deemed part of these work items. Likewise, the contractor agrees to utilize local labor in case the contract is awarded to the firm.

A **Pre-bid conference** shall be held at the (venue as determined by the BAC) on (insert date and time).

A **contractor who withdraws** his quotation during the validity period and/or refuses to accept the award of the contract will be **permanently disqualified from participating in any KC-NCDDP funded community projects**:

Attached for your information and guidance is the Draft Contract with its Terms and Conditions.

Your quotation should be received by the C/BSPMC on or before _____ (date and time). The Quotations shall be opened in public in your or your representative's presence if you choose to attend, on _____ (same date as deadline for bid submission) at _____ (time) (same as the deadline for bid submission) at the given address.

Please attach to your quotation with the requirements provided in the Instructions to Contractors containing the following:

- I. Technical Documents;
- II. Legal Documents; and,
- III. Financial Documents

Very truly yours,

SIGNATURE OVER PRINTED NAME

Chairperson, C/BSPMC

Quotation Submitted by:

_____	<u>SIGNATURE OVER PRINTED NAME</u>	_____
Registered Business Name	Registered Owner	Date of Quotation

Note:

1. **All Elected Local Government officials and those directly involved (BSPMC Chairperson, BAC & PT) in the procurement, up to the 1st degree of consanguinity or affinity are disqualified from participating as “suppliers/contractors/service providers” within the area of coverage of this sub-project.**
2. **For suppliers/contractors/service providers:** please use **ball pen** in filling up this form, otherwise, it will nullify this RFQ if used as a Bill of Quantities/Price Schedule.

SECTION II.

INSTRUCTION TO CONTRACTORS (For Community Shopping for Works Contracts)

1. Scope of Work:

The Barangay Sub-Project Management Committee of *(Name of Barangay)*, as the Owner, invites bids for the completion of the works indicated in the Request for Quotation (RFQ) in accordance with the Conditions of Contract (CC). The successful contractor will be expected to complete the works by the Required Completion Date specified in the **BDS**.

2. Eligible Contractors:

The following contractors with legal personality and capacity to undertake the contract are allowed to participate in the procurement: duly licensed sole proprietors, partnerships, corporations or cooperatives duly registered with the Cooperatives Development Authority (CDA). All contractors shall submit a valid license issued by the Philippine Contractors Accreditation Board (PCAB).

All elected Local Government officials and those directly involved (BSPMC Chairperson, BAC & PT) in the procurement, up to the 1st degree of consanguinity or affinity are disqualified from participating as “suppliers/contractors” within the area of coverage of this sub-project.

Each contractor shall submit only one Quotation. All Quotations submitted in violation of this rule shall be rejected. In addition, contractors are subject to eligibility verification procedures to ensure that the bidder has not been blacklisted. Contractors blacklisted by the Kalahi CIDSS-NCDDP and the PCAB are not allowed to participate.

3. Qualification of the Bidder:

To qualify for award of the Contract, a contractor shall meet the following minimum qualifying criteria (to be determined by the C/BSPMC):

- i. **Experience** in completing a single contract that is similar in nature to the works to be bid whose value must at least be **fifty percent (50%) of the proposal/quotation Amount**.
- ii. Statement of all ongoing and completed NCDDP contracts within the period specified in the Request for Quotation, including contracts awarded but not yet started, if any.
- iii. Audited Financial Statements for the preceding calendar year;
- iv. Computation of the Net Financial Contracting Capacity (NFCC) that is at least equal to the bid amount, calculated as follows:

NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding projects under ongoing contracts, including awarded contracts yet to be started.

Where:

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

The NFCC establishes the bidder's liquidity, its capacity to absorb the additional obligations in connection with the contract to be bid and to finance its implementation/completion.

4. Site Visit and Inspection:

The contractors are required to attend the site visit or inspection of the Sub-project site organized by the Bids and Awards Committee (BAC) and to secure a Certificate of Site Inspection (**CBPM Form B-4a**) issued by the C/BSPMC Chairperson which shall be presented as a requirement in the submission of quotation. Prospective contractor who are not able to attend the scheduled site inspection may conduct their own inspection provided this is done before the submission of proposals.

5. Contents of Bidding Documents for Distribution to Interested Bidders:

The set of bidding documents comprises the documents listed below:

Section 1:	Request for Quotation for Works (CBPM Form B-4)
Section 2:	Instruction to Contractors for Community Shopping for Works Contracts
Section 3:	Quotation Data Sheet
Section 4:	Conditions of Contract
Section 5:	Standard Forms for Community Shopping Works and Technical Plans

6. Contractors' Conference:

The Bids and Awards Committee (BAC) shall call for a contractors' conference **at least three (3) days before the deadline for the submission of quotations** to discuss the different aspects of the procurement at hand, details of the contract and to clarify issues that contractors may raise. Attendance to the contractors' conference is not compulsory and should not be a ground for the disqualification of a contractor.

The BAC may still entertain requests for clarification(s) on any part of the bidding documents or for an interpretation by prospective contractors provided the following requirements are complied with:

- i. Requests for clarification should be in writing.
- ii. Requests for clarification should be submitted to the BAC at least two (2) calendar days after the contractors' conference.

7. Documents Comprising the Bid:

The quotation to be submitted by the bidder shall comprise the following documents (as applicable):

A. ELIGIBILITY DOCUMENTS

- i. Valid license issued by the Philippine Contractors Accreditation Board (PCAB).
- ii. Experience in completing contracts similar in nature to the works to be procured (**CBPM Form B-4b**);
- iii. Statement of all ongoing and completed government and private contract within the period specified in the RFQ, including contracts awarded but not yet started, (**CBPM Form B-4c**);

- iv. Statement on the availability of key personnel that may be used for construction contracts;
- v. Statement on the availability of equipment may be used for construction contracts;
- vi. Audited Financial Statements for the preceding calendar year;
- vii. Computation of the Net Financial Contracting Capacity (NFCC) **(CBPM Form B-4d)**;
- viii. Certificate of Site Inspection for Works **(CBPM Form B-4a)**.

B. TECHNICAL DOCUMENTS

- i. Authority of the signatory (Board Resolution if the bidder is a corporation or a cooperative, a Partnership Resolution if the bidder is a Partnership);
- ii. Construction schedule (bar chart or PERT/CPM) and S-curve;
- iii. Manpower schedule (weekly or monthly scheduling of skilled and unskilled workers, including the Project Manager, Project Engineers, Materials Engineers, and Foremen);
- iv. Construction methods (narrative description of how the contractor will undertake the works under the contract);
- v. Organizational chart for the contract to be bid,
- vi. List of contractor's key personnel (viz. the Project Manager, Project Engineers, and Foremen), to be assigned to the contract to be bid, their complete qualification and experience data, and the key personnel's signed written commitment to work on the contract once awarded to the contractor **(CBPM Form B-4g)**;
- vii. List of contractor's equipment units pledged for the contract to be bid, which are owned (supported by proof/s of ownership), leased, and/or under purchase agreements (with corresponding engine numbers, chassis numbers and/or serial numbers), supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the contract **(CBPM Form B-4f)**;
- viii. Equipment utilization schedule (weekly or monthly scheduling of the minimum equipment required for the contract);
- ix. Construction safety and health program of the contractor;
- x. **Omnibus Sworn Statement (Affidavit) (CBPM Form B-4e)**

C. FINANCIAL DOCUMENTS

- i. Financial Proposal Sheet (using the RFQ as the Bill of Quantities)
- ii. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used, indicating also the direct and indirect costs, in coming up with the bid; and
- iii. Cash flow by the quarter and payments schedule.

8. Quotation Price:

The contractor shall complete the appropriate price schedule in the financial proposal sheet for all items of work described in the drawings and specifications listed in the Bill of Quantities. The Contract shall be for the whole works as described in the Request for Quotation and shall be based on the unit and total price of work items indicated in the Bill of Quantities. **Quotations not providing all of the required items shall be considered non-responsive and, thus, automatically disqualified. Where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.** All fees and taxes payable by the contractor under the Contract shall be included in the rates, prices, and total price quotation submitted.

Prices quoted by the contractor shall be fixed for the duration of the contract and not subject to variation or price escalation on any account. In cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the government, promulgated after the date of the opening of quotation, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

11. Validity of the Quotation:

The validity period of the quotation shall not be more than **forty five (45) calendar days** from the date of the opening of bids. The BAC may extend the period of validity of the quotations by requesting the same in writing from all those who submitted quotations before the expiry date of the same.

12. Preparation and Submission of Quotations:

The contractors shall prepare **one original copy** of the documents comprising the Quotation and shall sign all the pages of the original copy. The contractor shall **initial all the pages of the quotation where entries, amendments or corrections** have been made. The eligibility, technical and financial proposals must be properly marked and must be placed in a **single sealed envelope** addressed to the C/BSPMC and shall be submitted at the specified address on or before the deadline stated in the Request for Quotation.

On the upper left-hand corner of the envelope, the contractor shall indicate his/her name and full address.

REGISTERED BUSINESS NAME

Address of the Contractor

KC-NCDDP Barangay Sub-Project Management Committee

Address of Barangay

Community Shopping (Goods or Works) for (Name of the Sub-project)

Contract Package No. _____

If the envelope is not sealed and marked as above, the C/BSPMC will assume no responsibility for the misplacement or premature opening of the Quotation.

The **Procurement Team (PT)** shall receive the sealed quotation on or before the prescribed date. The sealed quotations and logbook will be placed in a bid box at C/BSPMC office inside a secure filing cabinet.

Any eligibility, technical or financial quotation envelopes submitted after the deadline for submission and receipt of quotations prescribed in the RFQ shall be declared "Late" and shall not be accepted by the Bids and Awards Committee (BAC) and shall be returned to the Contractor unopened.

13. Process to be Confidential:

Information relating to the examination, clarification, evaluation and comparison of quotations and recommendation for contract award **shall not be disclosed** until the successful bidder has been issued the Notice of Award (NOA). Any effort by a contractor to influence the BAC, PT or C/BSPMC will result in the rejection of his/her quotation.

14. Opening of Quotations:

The BAC will open the Bids in the presence of the bidders' representatives who attend, at the time, date, and in the place specified in the Invitation to Bid.

The BAC shall read in public the contents of the Eligibility documents, and shall examine each prospective bidder's eligibility requirements or statements. It shall determine the presence or absence of the required **eligibility requirements against a checklist (CBPM Form B-4j)** using non-discretionary "pass/fail" criteria. The BAC shall declare prospective contractors as either "eligible" or "ineligible", based on its findings and inform them accordingly.

The BAC may return the Eligibility, Technical and Financial Quotation envelope of an "ineligible" contractors.

The BAC shall proceed with the opening of the technical proposal of the eligible contractor, to determine each contractor's compliance with the documents that are required to be submitted for the technical component of the quotation. The BAC shall check the submitted **technical documents of each bidder against a checklist (CBPM Form B-4j)** of required technical documents to ascertain if they are all present, using non-discretionary "pass/fail" criteria.

If a contractor submits the required document and meets the eligibility criteria, it shall be rated "passed" for that particular requirement. Otherwise, it shall be rated as "failed". In case one of the above-required documents in the Technical Proposal is **missing, incomplete or patently insufficient, the quotation shall be declared as "failed"** and immediately returned to the contractor concerned, together with the "un-opened" Financial Proposal.

15. Evaluation and Comparison of Quotations:

Immediately after determining compliance with the technical requirements, the BAC shall open the Financial Proposal of each remaining technically complying contractor whose submitted technical requirements were rated "passed" on the same day. The BAC shall determine whether **one or more of the requirements of the Financial Proposal are missing**, incomplete or patently insufficient. If the Financial Quotation is complete, the BAC shall rate it "passed" and shall proceed with the evaluation of the Quotation. Only quotations that are determined to contain all the bid requirements for both Technical and Financial components shall be rated "passed" and shall be considered for evaluation and comparison.

After the preliminary examination of quotations, the BAC shall immediately conduct a detailed evaluation of all quotations rated "passed," which shall include a consideration of the following:

- i. The quotation must be complete;
- ii. The quotation must be balanced;
- iii. Minor arithmetical corrections to consider computational errors and omissions shall be made to enable proper comparison of all eligible quotations;
- iv. All quotations shall be evaluated on equal footing.
- v. Quotation prices in words, unit prices, and unit cost in the bill of quantities shall prevail in case of discrepancy.

Based on the detailed evaluation of quotation, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated quotations, as evaluated and corrected for computational errors, and other modifications, to identify the Lowest Calculated Quotation (LCQ).

16. Post-qualification:

The BAC with the assistance of the TWG verifies and validates the LCB compliance with the legal, financial and technical requirements of the quotation. The legal review verifies that all required licenses and other documents submitted are in order. The technical requirements are verified to prove compliance of the works offered with the requirements of the contract and bidding documents. The financial requirements are validated to ensure that the bidder can sustain the operating cash flow of the transaction.

If the LCB passes the post-qualification, the BAC declares it as the Lowest Calculated and Responsive Quotation (LCRQ) and issues a Notice of Award (NOA).

If the bidder with the LCQ fails to pass post qualification, the BAC shall immediately notify the said bidder in writing of its post-disqualification and the grounds for it.

Immediately after the BAC has notified the first contractor of its post-disqualification, the BAC shall initiate and complete the same post-qualification process on the contractor with the second LCQ. If the second contractor passes the post-qualification, the BAC shall declare the second lowest contractor as the LCRQ. The C/BSPMC shall then award the contract. If the second bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the bidder with the next LCQ, and soon until the LCRQ, is determined for award.

If no contractor passes post-qualification, the BAC shall issue a Resolution declaring a failure of procurement.

17. Notification of Award and Signing of Contract:

The C/BSPMC shall notify the LCRQ of the award in writing prior to the expiration of the validity period of the Quotation. The Notice of Award (NOA), together with the contract, will state the amount that the C/BSPMC will pay the winning bidder in consideration of the construction and execution of the works prescribed under the Contract. The BAC shall schedule the signing of the contract with the winning contractor who will then post the required performance security.

18. Performance Security:

The performance security shall be posted in favor of the community, and will be forfeited in its favor in the event that the winning bidder fails to perform any of its obligations under the contract. The winning contractor should furnish the community with the performance security in accordance with the Conditions of the Contract, within a **maximum period of five (5) calendar days** from the receipt of the NOA, and in all cases upon the signing of the contract. It must at least be co-terminus with the period of completion of the contract.

The performance security shall be in any of the following forms, with the corresponding required amount:

FORM OF PERFORMANCE SECURITY	MINIMUM AMOUNT
a. Cash, cashier’s check, manager’s check, or	5% of Contract Price
b. Bank guarantee confirmed by a reputable local bank;	10% of Contract Price

All checks and bank guarantees for performance security shall be issued in favor of the C/BSPMC. Cash and checks shall be deposited in the C/BSPMC Account. The winning contractor must choose which among the preferred forms it shall submit.

There shall be a corresponding change in the amount of the Performance Security posted by the winning contractor in the following instances: (a) issuance of a Variation/Change Order; (b) partial completion of works.

The C/BSPMC may release the performance security to the winning contractor after the issuance of the Certificate of Acceptance of the works, provided that there are no claims for labor and materials filed against the contractor.

19. Notice to Proceed:

Within **three (3) calendar days** from the signing of the contract and the posting of performance security, the C/BSPMC shall issue its Notice to Proceed (NTP) to the winning contractor. Unless otherwise specified in the contract, a contract is effective upon receipt of the NTP. If an effectivity date is provided in the NTP, such date shall not be later than **five (5) calendar days from issuance**.

SECTION III. BID DATA SHEET

BID DATA SHEET FOR WORKS PROCURED THROUGH COMMUNITY SHOPPING FOR WORKS

Name of Barangay Sub-Project: _____

Contract Package No.: _____

1.0	The Sub-Project Owner is: Barangay Sub-Project Management Committee of <i>(insert Name of Barangay, Municipality, Province)</i>																					
2.0	The work/s to be procured, lot(s) and reference is/are: <i>[insert item/s of works to be procured here]</i>																					
3.0	The required completion date shall be within the approved contract duration.																					
4.0	<p>The works are: <i>(insert data here)</i></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 15%;">Item No.</th> <th style="text-align: left; width: 60%;">Item of Works</th> <th style="text-align: left; width: 25%;">Quantity</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td></tr> </tbody> </table> <p style="text-align: center;">(Refer to the Approved Program of Work)</p>	Item No.	Item of Works	Quantity	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Item No.	Item of Works	Quantity																				
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5.0	The Site Visit and Inspection is required on: _____ <i>(insert exact date, time and place of assembly)</i>
6.0	The Contractors' Conference is scheduled on: _____ <i>(insert exact date, time and place of meeting)</i>
7.0	<p>For the procurement of works, the Bidder must have completed the following:</p> <p style="margin-left: 40px;">a) Experience in completing a single contract that is similar in nature to the works to be procured whose value must at least be fifty percent (50%) of the bid amount. (CBPM Form B-4b)</p>

8.0	<p>Eligibility documents shall include the following:</p> <ul style="list-style-type: none"> i. Valid license issued by the Philippine Contractors Accreditation Board (PCAB). ii. Experience in completing contracts similar in nature to the works to be procured; (CBPM Form B-4b) iii. Statement of all ongoing and completed NCDDP contracts within the period specified in the ITB, including contracts awarded but not yet started; (CBPM Form B-4c) iv. Statement on the availability of key personnel that may be used for construction contracts; v. Statement on the availability of equipment may be used for construction contracts; vi. Audited Financial Statements for the preceding calendar year; vii. Computation of the Net Financial Contracting Capacity (NFCC) (CBPM Form B-4d); viii. Certificate of Site Inspection. (CBPM Form B-4a)
9.0	<p>Technical Proposals shall include the following:</p> <ul style="list-style-type: none"> i. Authority of the signatory (Board Resolution if the bidder is a corporation or a cooperative, a Partnership Resolution if the bidder is a Partnership; Construction schedule(bar chart or PERT/CPM) and S-curve; ii. Manpower schedule (weekly or monthly scheduling of skilled and unskilled workers, including the Project Manager, Project Engineers, Materials Engineers, and Foremen); iii. Construction methods (narrative description of how the contractor will undertake the works under the contract); iv. Organizational chart for the contract to be bid, v. List of contractor's key personnel (viz. the Project Manager, Project Engineers, and Foremen), to be assigned to the contract to be bid, their complete qualification and experience data, and the key personnel's signed written commitment to work on the contract once awarded to the contractor; (CBPM Form B-4g) vi. List of contractor's equipment units pledged for the contract to be bid, which are owned (supported by proof/s of ownership), leased, and/or under purchase agreements (with corresponding engine numbers, chassis numbers and/or serial numbers), supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the contract; (CBPM Form B-4f) vii. Equipment utilization schedule (weekly or monthly scheduling of the minimum equipment required for the contract); viii. Construction safety and health program of the contractor; ix. Omnibus Sworn Statement (Affidavit) (CBPM Form B-4e)
10.0	<p>Financial proposal shall include the following:</p> <ul style="list-style-type: none"> i. Bid prices: <ul style="list-style-type: none"> a. Financial Proposal Sheet (using the RFQ as the Bill of Quantities) ii. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used, indicating also the direct and indirect costs, in coming up with the bid; and iii. Cash flow by the quarter and payments schedule.
11.0	<p>Quotation shall be offered in: <i>(BAC/PT to select appropriate mode)</i></p> <p>[] Unit Prices [] Lump Sum [] Combination of both</p>

12.0	The validity period of the quotation shall be no more than forty five (45) calendar days from the date of opening quotation on: <i>(insert date of bid opening)</i> .
13.0	<p>Quotation must be addressed as follows</p> <p style="text-align: center;"><i>The C/BSPMC Chairperson</i> <i>Barangay Community Project Committee-<u>Name of Barangay</u></i> <i>Municipality/Province</i></p> <p>Quotations may be delivered by hand, mail, or messenger/courier and must be received by the above address not later than date specified in 12.0</p>
14.0	Quotations shall be opened on <i>(insert opening of quotation date, time and place as published on the Request for Quotation)</i>
15.0	<p>The performance security shall be posted in favor of C/BSPMC. The form of performance security shall either be:</p> <ul style="list-style-type: none"> a. Cash, cashier's check/manager's check:(5%) of contract price or b. Bank guarantee confirmed by a reputable local bank: 10 % of contract price <p>Performance security validity period shall be up to the 100% completion and acceptance of the contract by the BSPMC.</p>

Note: To be filled-up by the BAC/PT before the Issuance of Request for Quotation, issuance of bidding documents and will form part of the Tender Documents .

SECTION IV.

CONDITIONS OF CONTRACT

for Community Shopping for WORKS

1. Definitions:

- a. Owner means the Community of *(Specify the name of the Barangay, Municipality, Province)* through the Barangay Sub-Project Management Committee (C/BSPMC) as represented by its Chairman.
- b. Bill of Quantities refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.
- c. The Completion Date is the date of completion of the Works as certified by the C/BSPMC.

The Completion date is _____. The C/BSPMC may agree to revise the Completion Date subject to prior clearance from the Regional Project Management Office (RPMO).

- d. Contract is the contract between the C/BSPMC and the Contractor to execute, complete, and maintain the Works.
- e. The Contractor is the juridical entity whose proposal has been accepted by the C/BSPMC and to whom the Contract to execute the Work was awarded.
- f. Contract Price is _____ (P_____).
- g. Contract Time Extension is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.
- h. Days are calendar days; months are calendar months.
- i. Defect is any part of the Works not completed in accordance with the Contract.
- j. Defects Liability Period is the one year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.
- k. Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- l. Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- m. Project Supervisor is the person appointed by the C/BSPMC and who is responsible for day to day supervising the execution of the Works and administering the Contract.

The designated Project Supervisor for this contract is _____.

- n. Specification means the description of the Works included in the Contract and any modification or addition made or approved by the C/BSPMC.
- o. The Site is located at _____.
- p. The Start Date is _____. It is the date indicated in the Notice to Proceed for commencement of the Works.
- q. The Variation is an instruction given by the C/BSPMC, which changes the scope of the original work requirements. In case of materials and drawings alteration this should have prior clearance from RPMO.
- r. Work(s) refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract.

2. Possession of Site:

- 2.1. On the contract start date, the C/BSPMC shall grant the Contractor possession of the Site as may be required to enable it to proceed with the execution of the Works.
- 2.2. If the Contractor suffers delay or incurs cost from failure on the part of the C/BSPMC to give possession, the Contractor shall be given a Contract Time Extension. The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.

3. The Contractor's Obligations and Responsibilities:

- 3.1. The Contractor shall carry out the Works properly and in accordance with this Contract.
- 3.2. The Contractor shall provide all supervision, labor, materials, plant and equipment, which may be required.
- 3.3. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work.
- 3.4. The Contractor shall be responsible for the safety of all activities on the Site.
- 3.5. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, and other relevant rules which may be applicable to the works. Among such regulations or laws are:
 - a) Employment of skilled and unskilled local labor **shall include women, where applicable, and shall receive equal compensation with men.** 100% unskilled labor force shall come from the barangay where the community project is located. The contractor shall also comply with the rules on hours and conditions of work, general health regulations, and safety and health precautions.
 - b) Traffic regulations, including provision of adequate warning signs and traffic barriers.
 - c) Environmental protection. The Contractor shall carefully plan and conduct his works in a manner, which will minimize the negative impact on the environment. In particular, the Contractor shall not interfere with or pollute in any way irrigation channels or watercourses. Borrow pits shall only be worked at the location and in particular, the pits shall be left in a condition that it is not a safety or a health hazard due to stagnant water collection.
- 3.6. The Contractor must keep the site reasonably free from all unnecessary obstruction. It must also store or dispose of any equipment and surplus materials and clear away and

remove from the site any wreckage, rubbish or temporary works that are no longer required. Upon the issuance of the Certificate of Acceptance, the Contractor shall remove from the site, all equipment, surplus material, rubbish and temporary works of every kind. It must leave such part of the site and works clean and in a workmanlike condition to the satisfaction of the Project Supervisor.

- 3.7. Unless otherwise provided for in the contract, the contractor must turn-over to the C/BSPMC all excess, used, unused and/or reusable materials paid for in the contract such as, formworks, safety gadgets and devices, etc.

3. Subcontracting:

- 4.1 Contractor may be allowed to subcontract a material or significant portion of the contract or project, which must not exceed fifty percent (50%) of the total project cost.
- 4.2 Except if otherwise provided by the contract, the Contractor shall not subcontract any part of the works without the prior consent of the C/BSPMC Chairperson. This consent shall not relieve the Contractor of any liability or obligation under the contract.
- 4.3 All subcontracting arrangements **must be disclosed at the time of bidding**, and subcontractors must be identified in the bid submitted by the contractor. For them to be allowed to do so, subcontractors should also pass the eligibility check for the portions of the contract that they will undertake. Permits and licenses of the Sub-contractor shall form part of the proposal.
- 4.4 The Contractor shall be responsible for the acts, defaults and neglects of any subcontractor as fully as if these were its own acts, defaults or neglects, or those of its agents, servants or workmen.

4. Contractor's Program of Works:

- 5.1 Within **five (5) days** of the written notification of award, the Contractor shall submit to the Project Supervisor for approval a Program showing the general methods, arrangements, order, and timing for all activities of the Works. The C/BSPMC approval of the Program shall not change the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Supervisor again at any time. A revised Program will show the effect of the changes.
- 5.2 The Contractor shall provide updated Activity Schedules within **Seven (7) days** of being instructed by the Project Supervisor. The activities on the Activity Schedule will be coordinated with the activities of the Program.
- 5.3 The Contractor shall carry out and complete all the activities in accordance with the scope of works specified in the Contract.

5. Inspection and Tests

- 5.1. All materials, plant/s and workmanship shall be of the kind described in the contract and in accordance with the instructions of the Project Supervisor. To ensure that this is the case, these materials, plant/s and workmanship will be subjected, from time to time, to such tests as the Project Supervisor may require.
- 5.2. The Project Supervisor must, at all reasonable times, have access to the site and to all workshops and places where materials or plant are being manufactured, fabricated or prepared for the works. The Project Supervisor shall be entitled to inspect and test these materials and the plant or plants where these materials are being manufactured, fabricated, and/or prepared.
- 5.3. If, at the time and place agreed above, the materials or plant are not ready for inspection or testing, the Project Supervisor may reject these materials or the plant and must notify the Contractor of such rejection immediately. The notice must state the Project Supervisor's objection and the reasons for the objection. The Contractor, for its part, must then promptly make good the defector ensures that rejected materials or plant complies with the contract.
- 5.4. The Project Supervisor will, after consultation with the Contractor, determine all the costs incurred in the repetition of the test or tests. These costs are recoverable from the Contractor by the C/BSPMC and may be deducted from any monies due to the Contractor.

To help ensure the quality of materials being used in infrastructure projects, the Bureau of Research and Standards (BRS) of the DPWH, the DOST or the DTI shall accredit the testing laboratories that can be used in C/BSPMC infrastructure projects. All C/BSPMCs implementing infrastructure projects must use only these laboratories. Only tests done by these laboratories shall be recognized and accepted, except for the testing of new materials to be undertaken through procedures approved by the DPWH Secretary.

7. Measurement of Works:

- 7.1 The Project Supervisor must measure the value of the works actually in-place in accordance with the contract. This measurement will be the basis for the payment that will be made to the Contractor in accordance with the Statement of Work Accomplished. The Contractor shall attend or send a qualified representative to assist the Project Supervisor in making such measurement; and supply all particulars required by the Project Supervisor.

8. Contract Price and Payment:

- 8.1 The method and conditions of payment shall be specified in the contract. Any kind of payment, including advance and progress payments, must be made by the C/BSPMC as soon as possible, but in no case later than thirty (30) days after the submission of an invoice or claim by the Contractor, accompanied by documents submitted pursuant to the contract, and upon fulfillment of other obligations stipulated in the contract. The C/BSPMC must also ensure that all accounting and auditing requirements are met prior to payment
- 8.2 Price escalation is generally not allowed. For the given scope of work in the contracts awarded, the price must be considered as a fixed price.
- 8.3 The first progress payment may be paid by the C/BSPMC to the contractor after **30% of the work had been accomplished**. Thereafter, payments can be made upon submission of Progress Billing or a request for payment for work accomplished. Such request for payment, including the Statement of Work Accomplished by the contractor, must be verified by the TF or Municipal Engineer. Materials and equipment delivered on the site but not completely put in place shall not be included for payment.

The C/BSPMC has the right to deduct from the contractor's progress billing such amount as may be necessary to cover third party liabilities. It must not process any progress payment unless the discovered defects are corrected.

9. Advance Payment:

- 9.1** The contractor has the option to claim for advance payment equivalent to 15% of the contract price subject to the submission of a certification from the TF that equipment and materials are already on the jobsite and a bank guarantee equivalent to the amount requested within three (3) calendar days.
- 9.2** The C/BSPMC shall recover the advance payment by deducting from the progress payments until the advance is fully liquidated within the duration of the contract, and before full payment is made to the Contractor.

10.0 Retention Money:

- 10.1** The C/BSPMC shall deduct the "Retention money" equal to ten percent (10%) of the progress payments to cover the uncorrected discovered defects and third party liabilities. It is collected from all progress payments until works equivalent to fifty percent (50%) of the value of works, as determined by the C/BSPMC, is accomplished.
- 10.2** The "retention money" shall be due for release after the defects liability period. The Contractor may request the C/BSPMC that, instead of retention money being withheld from each progress billing, it issues in favor of the C/BSPMC, a bank guarantee in an amount equivalent to the retention money substituted for. They must also be valid for a duration to be determined by the C/BSPMC and will answer for the purpose for which the ten percent (10%) retention is intended. The refund shall not be subjected to Withholding Tax.
- 10.3** In case the community account is closed before the end of the defects liability period, as mandated by the project, the C/BSPMC shall require the Contractor to convert the retention money to bank guarantee from a reputable bank. Upon receipt of the bank guarantee the Barangay Treasurer shall prepare a Disbursement Voucher and issue a check equal to the amount of retention.

11.0 Final Payment:

- 11.1** The Contractor may request for final payment upon one hundred percent (100%) completion of the work. This payment will be reduced by whatever balance remains of the amount that is needed in order to return to the C/BSPMC the fifteen percent (15%) advance payment previously made.

12.0 Variation Orders:

- 12.1** Variation Orders may be issued by the C/BSPMC to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the "as staked plans" or construction drawings, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded.
- 12.2** A Variation Order may either be in the form of a Change Order or Extra Work Order. A Change Order may be issued by the C/BSPMC to cover any increase/decrease in quantities of original Work items in the contract. An Extra Work Order may be issued by the C/BSPMC to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract.

- 12.3** Any **cumulative Variation Order** beyond ten percent (10%) shall be subject of another Contract to be bid out if the works are separable from the original contract. However, if these adjustments are urgently necessary to complete the original scope of work, the C/BSPMC Chairperson, on the recommendation of the Technical Facilitator (TF) or the Municipal Engineer and concurrence by the Regional Program Management Office (RPMO), may authorize the Variation Order beyond ten percent (10%) but not more than twenty percent (20%).
- 12.4** The payment to the contractor for additional work under Variation Orders, must be derived based on the following:
- a. For additional/extra works duly covered by Change Orders involving work items which are exactly the same or similar to those in the original contract, the applicable unit prices of work items in the original contract shall be used.
 - b. For additional/extra works duly covered by Extra Works Orders involving network items that are not in the original contract, the unit prices will be based on the direct unit costs used in the original contract (e.g., unit cost of cement, rebars, form lumber, labor rate, equipment rental, etc.). All new components of the new work item shall be fixed prices, provided the same is acceptable to both the C/BSPMC and the Contractor. The direct unit costs of new components must also be based on the Contractor's estimate as validated by the C/BSPMC. The C/BSPMC must validate these prices through a documented canvass among three eligible suppliers in accordance with existing rules and regulations. The direct cost of the new work item must then be combined with the mark-up factor (i.e. taxes and profit) used by the Contractor in his bid to determine the unit price of the new work item.

13.0 Suspension of Work:

- 13.1** The C/BSPMC has the authority to suspend the work wholly or partly by written order due to the following:
- i. Force majeure or any fortuitous event; or
 - ii. Failure on the part of the contractor to:
 - a. Correct bad conditions which are unsafe for workers or for the general public;
 - b. Carryout valid orders given by the Project Supervisor;
 - c. Perform any provisions of the contract; or
 - d. Adjustment of plans to suit field conditions as found necessary during construction.
- 13.2** The contract shall specify a period of **three (3) calendar days** from date of receipt of the written order or notice for suspension of work, after which the said order may take effect and the Contractor, shall immediately comply.
- 13.3** The Contractor has the right to suspend work operation on any or all projects/activities along the critical path of activities due to any of the following:
- i. There exist right-of-way problems, that prohibit the Contractor from performing work in accordance with the approved construction schedule;
 - ii. Peace and order conditions make it extremely dangerous, if not impossible, to work, such conditions having been certified in writing by the PNP station which has responsibility over the affected area;
 - iii. There is a failure on the part of the C/BSPMC to deliver government-furnished materials and equipment as stipulated in the contract; or
 - iv. The non-payment of the Contractor's claim for progress billing beyond forty-five (45) Calendar days from the time the claim has been certified by the C/BSPMC Chairperson as having been supported by complete documentation, unless there are justifiable reasons which shall be communicated in writing to the Contractor.

- 13.4** The Contractor may suspend work **ten (10) calendar days** after the C/BSPMC Chairperson has received a written notice of the suspension of work.
- 13.5** Only in cases when the suspension of activities along the critical path is not due to the fault of the Contractor may the suspension of work be considered in the extension of time. In such cases, the elapsed time between the effective order suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

14.0 Contract Time Extension:

- 14.1** The contracts may be extended under the following conditions:
- i. There are additional works or other special circumstances that would entitle the Contractor to an extension of its contract;
 - ii. The affected activities fall within the critical path of the PERT/CPM network;
 - iii. The Contractor shall have notified the C/BSPMC that the amount of additional work or the occurrence of the special circumstance merits the extension of its contract, and that it had done so before the expiration of the contract and within thirty (30) calendar days after the start of the additional work or when the special circumstance has arisen; and;
 - iv. The C/BSPMC, after due investigation and on the recommendation of the TF and the Municipal Engineer finds the request justified, determines the appropriate extension period, and approves the request of the Contractor for contract extension.
- 14.2** If the Contractor fails to notify the C/BSPMC within the time period provided for, it waives any claims to contract extension.
- 14.3** No contract extension must be given to a Contractor due to:
- i. Ordinary unfavorable weather conditions, in that such weather conditions had already been taken into consideration and anticipated in the computation of the unworkable days; and;
 - ii. Inexcusable failure or negligence of the Contractor to provide the required equipment, supplies or materials.
- 14.4** Some special circumstances to be considered for contract time extension:
- i. Major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics;
 - ii. Non-delivery on time of materials, working drawings, or written information to be furnished by the C/BSPMC;
 - iii. Non-acquisition of permit to enter private properties within the right-of-way resulting incomplete stoppage of construction activities;
 - iv. Region-wide or nationwide shortage of construction materials, as certified by the DTI Secretary;
 - v. Region-wide or nationwide general labor strikes, as certified by the DOLE Secretary; and;
 - vi. Serious peace and order problems as certified by the Municipal Chief of Police.
- 14.5** If a Contractor incurs a delay and wishes to request for an extension of the completion of construction period:
- i. It must submit a written request to the PIT for an extension of the completion of construction period, citing the reason/s for such delay.
 - ii. The PIT shall either approve or disapprove the request for extension.

- iii. If the extension is granted, the liquidated damages shall not be imposed and the contractor will be so informed in writing.
- iv. If, however, the request for extension is denied, the PIT shall inform the Contractor in writing of such denial, and ensure that the said notice or communication is received by the latter within reasonable time from receipt of the request for extension. The C/BSPMC then imposes the liquidated damages in accordance with the provisions of the contract and the procedures outlined below.

15.0 Delays in Work Completion and Liquidated Damages:

- 15.1** The Contractor must complete the work within the period prescribed by the C/BSPMC as specified in the contract.
- 15.2** If delays are likely to occur at any time during the contract, the Contractor/Supplier shall notify the C/BSPMC Chairperson in writing. The C/BSPMC Chairperson may grant time extensions based on meritorious grounds.
- 15.3** In all cases, the request for extension shall always be filed before the expiry of the original completion date. Maximum allowable extension shall not exceed the original construction period.

16.0 Liquidated Damage

- 16.1** When the Contractor refuses or fails to satisfactorily complete the works under the contract within the specified contract duration, plus any time extension duly granted, and is thus considered in default under the contract, it will be liable for liquidated damages for the delay. **For contracts equal to Ten (10) Million Pesos or lower, the supplier must pay the C/BSPMC liquidated damages, an amount equal to one percent (1%) of the cost of the delayed goods or services scheduled for delivery or performance for every day of delay; otherwise, 1/10 of 1% for contracts higher than 10M..** The liquidated damages will be imposed until such works are finally delivered or performed and accepted by the C/BSPMC.
- 16.2** The C/BSPMC need not prove that it has incurred actual damages to be entitled to liquidated damages from the Contractor, and the same shall not be by way of penalty. Such amount shall be deducted from any money due or which may become due the Contractor under the contract and/or from the retention money or other securities posted by the Contractor, whichever is convenient to the C/BSPMC.
- 16.3** In no case shall the sum of liquidated damages exceed **ten percent (10%) of the contract amount.** If it does, the contract shall be deemed automatically terminated by the C/BSPMC, without prejudice to other courses of action and remedies available to it.
- 16.4** The C/BSPMC may also take over the contract or award the same to qualified contractor through direct contracting. In addition to the liquidated damages, the erring Contractor's performance security shall also be forfeited.

17.0 Contract Completion:

- 17.1** Once the project reaches an accomplishment level of ninety-five percent (95%) of the total contract amount, the C/BSPMC Chairperson shall create an Inspectorate Team to conduct preliminary inspection and to submit a punch-list within a period of fifteen (15) calendar days. This punch-list will contain, among others, the remaining works, work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. The Contractor shall complete the items in the punch-list in preparation for the final turnover of the project. If the contractor fails to satisfactorily complete the remaining works, the Technical Facilitator together with the Project Supervisor shall decide on the amount payable to the Contractor and issue a payment certificate.
- 17.2** The Contractor shall request the C/BSPMC to issue a certificate of completion of the Works upon completion of the punch-list. The Technical Facilitator and Project Supervisor will recommend such a certificate when he determines that the work is satisfactorily completed. The C/BSPMC shall take possession of the site within seven (7) days upon issuance of certificate of completion of the Works.
- 17.3** The Contractor shall supply the TF and/or Municipal Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The BSPMC shall issue a Defects Liability Certificate after the Contractor has fulfilled its obligation under the Contract and certify any final payment that is due to the Contractor within fifteen (15) days of receiving the Contractor's account if it is correct and complete.
- 17.4** The contractor have the option to withdraw the amount equal to the Retention Money, provided that he shall post a bank guarantee equal to the amount. Upon receipt of the Bank Guarantee, the C/BSPMC shall issue a Certificate of Completion.

18.0 Warranty and Defects Liability Period

- 18.1** A warranty is required to ensure that the Contractor will correct structural defects and failures.
- 18.2** A one-year period after the completion of the project, called the defects liability period, is observed until final acceptance by the C/BSPMC.
- 18.3** The Contractor shall assume full responsibility for the contract work within the defects liability period and shall be held responsible for any damage or destruction of the works except those occasioned by force majeure. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the infrastructure projects on account of the use of materials of inferior quality within ninety (90) days from the time the C/BSPMC Chairperson has issued an order to undertake repair.
- 18.4** The Defects Liability Period shall be extended for as long as defects remain uncorrected. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified.
- 18.5** In case of Contractor's failure or refusal to correct a defect within the time specified by the order, the C/BSPMC shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred upon demand at the cost of the contractor. The Project Supervisor will assess the cost of having the defect corrected. The C/BSPMC shall recover these amounts by deducting from the amounts due to the Contractor.
- 18.6** Any Contractor who fails to comply with the preceding paragraphs shall suffer perpetual disqualification from participating in any KC-NCDDP projects.

18.7 After final acceptance of the project, the Contractor shall be held responsible for structural defects and/or failure of the completed project within the warranty period **(as provided in Sec 62 of the Revised IRR of RA 9184)** from final acceptance, except those occasioned by force majeure and those caused by other parties.

19.0 Termination of Contract for Default:

19.1 The C/BSPMC Chairperson may terminate a contract for default when any of the following conditions attend its implementation:

- i. Due to the Contractor's fault and while the project is on-going, it has incurred **negative slippage of fifteen percent (15%) or more**;
- ii. Due to the Contractor's fault and after the contract time has expired, it has incurred a negative slippage of ten percent (10%) or more in the completion of the work; or
- iii. The Contractor:
 - a. Abandons the contract works, refuses or fails to comply with a valid instruction of the Project Supervisor or fails to proceed expeditiously and without delay despite a written notice by the C/BSPMC ;
 - b. Does not actually have on the project site the minimum essential Equipment listed on the bid necessary to prosecute the works in accordance with the approved work plan and equipment deployment schedule as required for the project;
 - c. Does not execute the works in accordance with the contract or persistently or flagrantly neglects to carry out its obligations under the contract;
 - d. Neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable; or
 - e. Sub-contracts any part of the contract works without approval by the C/BSPMC.

19.2 The Project Supervisor shall issue a certificate for the value of the work completed and for the materials already ordered LESS the advance payments received up to the date of the issuance of the certificate. If the total amount payable to the C/BSPMC exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor to the C/BSPMC.

19.3 The rescission of the contract shall be accompanied by the confiscation by the C/BSPMC of the Contractor's performance security which shall be used by the C/BSPMC for the remaining works or for further improvement of the community project. The Contractor will also be recommended for blacklisting in all KC-NCDDP procurements. The Contractor shall be paid based on actual value.

20.0 Termination of Contract for Unlawful Acts:

20.1 The C/BSPMC may terminate the contract in case it is determined prima facie that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- i. Corrupt, fraudulent, collusive and coercive practices;
- ii. Drawing up or using forged documents;
- iii. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- iv. Any other act analogous to the foregoing.

20.2 The Contractor shall be paid based on actual value of works.

21.0 Termination of Contract at the Instance of the Contractor:

- 21.1** The Contractor may terminate its contract with the C/BSPMC if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:
- i. Failure of the C/BSPMC to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of the contract; or
 - ii. The prosecution of the work is disrupted by the adverse peace and order situation, as certified and approved by the Municipal Chief of Police.
- 21.2** The Contractor must serve a written notice to C/BSPMC of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the C/BSPMC Chairperson.
- 21.3** In cases of termination, the C/BSPMC shall return to the Contractor its performance security and shall pay unpaid claims based on actual value of works.

22.0 Termination of Contract for Convenience:

- 22.1** The C/BSPMC Chairperson, by written notice sent to the Contractor, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the C/BSPMC's convenience, the extent to which performance of the Contractor under the contract is terminated, and the date upon which such termination becomes effective.
- 22.2** Any of the following circumstances may constitute sufficient grounds to terminate contract for convenience:
- i. If physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible, as determined by the C/BSPMC Chairperson;
 - ii. The C/BSPMC Chairperson has determined the existence of conditions that make project implementation impractical and/or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws and government policies;
 - iii. Funding for the project has been withheld or reduced by higher authorities through no fault of the C/BSPMC;
 - iv. Failure of the C/BSPMC to acquire the necessary right-of-way; or
 - v. Any circumstance analogous to the foregoing.

23.0 Termination of Contract due to Force Majeure:

- 23.1** Either party may terminate the Contract by giving a thirty (30) day notice to the other for events beyond the party's control, such as wars and acts of God such as earthquakes, floods, fires, etc.

24.0 Settlement of Disputes:

- 24.1** The C/BSPMC and the Contractor shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. The disagreement may also be presented to appropriate Grievance Officer/Unit of KC-NCDDP. In case of further disagreement either party can take the matter to arbitration in accordance with the Law governing the Contract.

SECTION V. STANDARD PROCUREMENT FORMS For Community Shopping for Works

Certificate of Site Inspection for Works **(CBPM Form B-4a)**

Statement of All Completed Government and Private Construction Contracts Similar to the Contract to be Bid **(CBPM Form B-4b)**

Statement of All On-Going and Completed Government and Private Construction Contracts, Including Contracts Awarded but Not Yet Started **(CBPM Form B-4c)**

Net Financial Contracting Capacity Computation **(CBPM Form B-4d)**

Omnibus Sworn Statement (Affidavit) (CBPM Form B-4e)

List of Construction Equipment **(CBPM Form B-4f)**

List of Key Construction Personnel **(CBPM Form B-4g)**

Curriculum Vitae of Key Personnel **(CBPM Form B-4h)**

Bank Guarantee: Performance Security **(CBPM Form B-4i)**

Checklist of Bid Requirements for Contractors for Community Shopping for Works **(CBPM Form B-4j)**

CBPM Form B-4a

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

CERTIFICATE OF SITE INSPECTION FOR WORKS

This is to certify that the bidder: (insert name of bidder) has participated in the joint site visit and inspection conducted by the Barangay Sub-Project Management Committee (C/BSPMC) on: (insert date of inspection) at (insert location of the Sub-project) for **the completion of works** for: (insert name of Sub-project here).

This is to further certify that the bidder has visited the known source of aggregates and other indigenous construction materials and has scouted labor force available in the area.

This certification is issued to support the bidder's intent to bid for the above community Sub-project and shall be submitted as part of the bid requirements.

SIGNATURE OVER PRINTED NAME

C/BSPMC Chairperson

Date: _____

CBPM Form B-4b

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____ Municipality: _____ Province: _____

Name of Sub-Project to be Bid: _____ Company Name of Bidder: _____

Statement of All Completed Government and Private Construction Contracts Similar to the Contract to be Bid

Name of the Contract or Title of the Sub-Project	a. Owner Name b. Address c. Telephone Nos.	Nature / Scope of Work	a. Amount at Award b. Amount at Completion c. Duration	a. Date of Award b. Contract Effectivity c. Date of Completion
<u>Government</u>				
<u>Private</u>				

Prepared by:

Date:

Name and Signature of Bidder

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
 Office of the Barangay Sub-Project Management Committee

Barangay: _____ Municipality: _____ Province: _____

Name of Sub-Project to be Bid: _____ Company Name of Bidder: _____

Statement of All On-Going and Completed Government and Private Construction Contracts, Including Contracts Awarded but Not Yet Started

Name of the Contract or Title of the Sub-Project	Owner's Name and Address	Nature / Scope of Work	Total Contract Value	Date of Award	Value of Outstanding Contract	Estimated Time of Completion	% Accomplishment		Contract Duration	
							Planned	Actual	Start	Completed
A) Government Contracts i. On-going ii. Awarded but not yet started B) Private Contracts i. On-going ii. Awarded but not yet started										

Prepared by: _____
 Name and Signature of Bidder

Date: _____

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

Name of Sub-Project to be Bid: _____

Company Name of Contractor: _____

Net Financial Contracting Capacity Computation (For Works)

- A. Summary of the Bidder's Assets and Liabilities on the basis of the attached audited Financial Statements, stamped "RECEIVED" by the Bureau of Internal Revenue or the BIR authorized collecting agent, for the preceding calendar year.

	Year
1. Total Assets	
2. Current Assets	
3. Total Liabilities	
4. Current Liabilities	
5. Net Worth (1 – 3)	
6. Net Working Capital (2 – 4)	

- B.

Net Financial Contracting Capacity	Amount
Net Working Capital (6)	
Multiply by K (10 for contract duration of one year or less, 15 for contract duration of more than one year up to two years)	
Less: Value of all outstanding and uncompleted portions of sub-projects under on-going contracts including awarded contracts to be started coinciding with contract to be bid	
Computed NFCC	

Name and Signature of Bidder

Date: _____

Authorized Signing Official

Note: Please attach the certified true copies of the audited financial statements stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent for the latest /immediately preceding calendar year.

Omnibus Sworn Statement

AFFIDAVIT

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor of [Registered Business Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Sub-Project] of the Barangay _____ Barangay Sub-project Management Committee.

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the [Registered Business Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

3. [Registered Business Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

5. [Registered Business Name of Bidder] is authorizing the Barangay Sub-Project Management Committee (BSPMC) Chairperson or its duly authorized representative(s) (BAC, TWG and PT) to verify all the documents submitted;

6. Select one, delete the rest:

If a sole proprietorship: I am not related to the Barangay Sub-Project Management Committee (BSPMC) Chairperson, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the Procurement Team (PT) by consanguinity or affinity up to the first civil degree;

If a partnership or cooperative: None of the officers and members of [Registered Business Name of Bidder] is related to the Barangay Sub-Project Management Committee (BSPMC) Chairperson, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the Procurement Team (PT) by

consanguinity or affinity up to the first civil degree 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 [Registered Business Name of Bidder] is related to the Barangay Sub-Project Management Committee (BSPMC) Chairperson, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the Procurement Team (PT) by consanguinity or affinity up to the first civil degree by consanguinity or affinity up to the third civil degree;

7. [Registered Business Name of Bidder] complies with existing labor laws and standards;
8. [Registered Business Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Sub-Project]; and
9. [Registered Business 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.

SIGNATURE OVER PRINTED NAME

[Bidder's Authorized Signatory]

Republic of the Philippines
Municipality of _____
Province of _____

ACKNOWLEDGEMENT

BEFORE ME, Notary Public for and the Municipality of _____, personally appeared _____ (name of bidder) with residence certificate No. _____ issued on _____ at _____ in his capacity as Authorized Signing Official or (state the designation of bidder) of _____ (name of Bidder's firm) known to me to be the same person who executed the foregoing Certification and acknowledge to me that the same is his/her true act and deeds for and behalf of the firm he/she represents.

This instrument consists of one page including this page on which the ACKNOWLEDGEMENT is written duly signed by the Authorized Signing Officer.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this _____ day of _____, 201__ at _____.

CBPM Form B-4f

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

Name of Project to be Bid: _____

Company Name of Bidder: _____

List of Construction Equipment (For Works Contracts)

Description	Model/Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership / Lessor or Vendor
A. Owned							
1.							
2.							
3.							
B. Leased							
1.							
2.							
C. Under Purchase Agreements							
1.							
2.							

Prepared by:

Date:

Name and Signature of Bidder

CBPM Form B-4g

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

Name of Project to be Bid: _____ Company Name of Bidder: _____

LIST OF KEY CONSTRUCTION PERSONNEL (For Works Contracts)

No.	Position	Total Related Work Similar Experience (years)	Experience in Similar Works (years)
1			
2			
3			
4			
5			
6			
7			

Please attach Organizational Chart showing lines of communications as well as communications plan for managing communications with key stakeholders.

Prepared by:

Date:

Name and Signature of Bidder

**KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee**

Barangay: _____

Municipality: _____

Province: _____

Name of Sub-Project to be Bid: _____

Company Name of Bidder: _____

CURRICULUM VITAE OF KEY PERSONNEL (For Works Contracts)

Position:		
Personnel information	Name:	Date of birth:
	Professional qualifications:	
Present employment	Name of employer:	
	Address of employer:	
	Telephone:	Contact: (manager / personnel officer)
	Fax:	E-mail:
	Job title:	Years with present employer:

Summarize professional experience over the last 10 years, in reverse chronological order. Indicate particular experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Prepared by:

Date:

Name and Signature of Key Personnel

Note: Please prepare one for each key personnel. All CVs must be signed and dated.

LETTERHEAD OF BANK

BANK GUARANTEE: PERFORMANCE SECURITY

To: The Barangay Sub- Project Management Committee

(insert name of barangay, municipality, province)

(Address of C/BSPMC)

WHEREAS _____ (Name and Address of Contractor), hereinafter called "the Contractor" has undertaken, in pursuance to **Contract dated _____** to execute (Name of Contract and brief description of works), hereinafter called "the Contract";

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (amount of Guarantee in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall be valid until the date of **completion and acceptance of the contract.**

Signature and Seal of Guarantor: _____

Name of Bank: _____

Address: _____

CBPM Form B-4j

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

Name of Sub-Project: _____ **Company Name of Bidder:** _____

CHECKLIST OF BID REQUIREMENTS FOR CONTRACTORS
(Community Shopping for Works Contracts)

1. ELIGIBILITY

- _____ Valid license issued by the Philippine Contractors Accreditation Board (PCAB);
- _____ Statement of experience in completing similar government and private contracts;
- _____ Statement of all ongoing and completed government and private contracts, including contracts awarded but not yet started
- _____ Statement on the availability of key personnel that may be used for construction contracts;
- _____ Statement on the availability of equipment may be used for construction contracts;
- _____ Audited financial statements, stamped "received" by the BIR or its duly accredited and authorized agents, for the immediately preceding calendar year;
- _____ Computation of Net Financial Contracting Capacity (NFCC)
- _____ Certificate of Site Inspection

2. TECHNICAL PROPOSAL

- _____ Authority of the signing official
- _____ Construction schedule (bar chart or PERT/CPM) and S-curve;
- _____ Manpower schedule;
- _____ Construction methods;
- _____ Organizational chart for the contract to be bid;
- _____ List of contractor's key personnel;
- _____ List of contractor's equipment units pledged for the contract to be bid;
- _____ Equipment utilization schedule;
- _____ Construction safety and health program of the contractor;
- _____ **Omnibus Sworn Statement (Affidavit)**,

3. FINANCIAL PROPOSAL

- _____ Financial Proposal Sheet (using the RFQ as a Price Schedule/Bill of Quantities)
- _____ Detailed estimates including a summary sheet indicating the unit prices
- _____ Cash flow by the quarter and payments schedule.

Prepared by:

SIGNATURE OVER PRINTED NAME

Bidder

Date: _____

CBPM Form B-5

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

Contract Package No. _____

Name of the Sub-project: _____

**ACKNOWLEDGEMENT RECEIPT
FOR PERSONAL SERVING OF THE REQUEST FOR QUOTATION**

This is to acknowledge receipt of the Request for Quotation **served by** _____,
_____, _____ Procurement Team members of
C/BSPMC _____ (Name of Barangay /Municipality).

(SIGNATURE OVER PRINTED NAME OF REGISTERED OWNER OR AUTHORIZED REPRESENTATIVE)

(REGISTERED BUSINESS NAME OF THE CONTRACTOR/SUPPLIER)

Date Served/Received: _____

Note:

- 1. Every Contractor/Supplier shall have a separate AR in either half or whole bond paper.**
- 2. Only those PT members who actually served the quotation/s will be reflected in the "served by" portion.**
- 3. Please use ball pen in filling-up this form, otherwise it will not be honored.**

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

ABSTRACT OF QUOTATION FOR GOODS

(Select one: Community Shopping or Direct Contracting)

Item No.	Description/ Specifications	Qty.	Unit of Measurement	Name of Supplier		Name of Supplier		Name of Supplier	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1.									
2.									
3									
	TOTAL								

Encircled is/are the price/s evaluated to be the lowest calculated and responsive quotation/s. Award is hereby recommended to this/these supplier/s.

BIDS AND AWARDS COMMITTEE MEMBERS:

APPROVED BY:

SIGNATURE OVER PRINTED NAME

SIGNATURE OVER PRINTED NAME

Chairperson, C/BSPMC

SIGNATURE OVER PRINTED NAME

SIGNATURE OVER PRINTED NAME

BAC Chairman

DATE: _____

Note:

1. Only BAC members present during the opening and evaluation of quotation will sign this document.
2. Only the evaluated and responsive quotations will be written in the Abstract of Quotation.

CBPM Form B-7

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

ABSTRACT OF QUOTATION FOR WORKS

(Select one: Community Shopping/Direct Contracting)

Name of Sub-project: _____

Contract Package No.: _____

NAME OF CONTRACTOR	AMOUNT	REMARKS
1.		
2.		
3.		
4.		

Based on the quotations opened on (Date of Opening). The quotation submitted by (registered business name of the contractor) in the amount of _____ (amount in words) P _____ (in figures) was determined after evaluation to be the lowest calculated responsive quotation. Therefore, award of the contract is hereby recommended to the said contractor.

BIDS AND AWARDS COMMITTEE (BAC) MEMBERS:

SIGNATURE OVER PRINTED NAME

SIGNATURE OVER PRINTED NAME

SIGNATURE OVER PRINTED NAME

BAC Chairperson

APPROVED BY:

SIGNATURE OVER PRINTED NAME

Chairperson, C/BSPMC

Date: _____

Note:

1. *Only BAC members present during the opening and evaluation of quotation shall sign this document.*

CBPM Form B-8

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____
Municipality: _____
Province: _____

PURCHASE ORDER FOR GOODS
(Community Shopping/Community Direct Contracting)

Name of Supplier: (Registered Business Name)
Address: _____

P.O. No: Based on number POs issued
Date: _____

In accordance with the canvass dated (date of quotation of the supplier), the Barangay Sub-Project Management Committee (C/BSPMC) of Barangay _____ requests you to supply and deliver the items detailed below:

Item No.	Description / Specification	Quantity	Unit	Unit Price	Total Amount
TOTAL AMOUNT OF THIS PURCHASE ORDER					

TERMS & CONDITIONS: Deliver to (insert specific place of delivery here) on or before insert date of delivery here. In case of delay in delivery, **1% of the price of each item not delivered will be deducted from the total amount due for each day of delay** (weekends, and holidays included). **Payment Mode is by Check** upon acceptance of completed delivery.

The C/BSPMC reserves the right to accept or reject any part of the items delivered which are not in accordance with the specifications.

Very truly yours,

SIGNATURE OVER PRINTED NAME

Chairperson, C/BSPMC

Date: _____

Funds Available:

SIGNATURE OVER PRINTED NAME

Brgy. Treasurer

Date: _____

Conforme: SIGNATURE OVER PRINTED NAME

(Registered Owner/ Authorized Representative)

Date: _____

Inspected/Tested by: SIGNATURE OVER PRINTED NAME
(Monitoring and Inspection Team)

Date: _____

Received by: SIGNATURE OVER PRINTED NAME
(Storekeeper/Bodegero)

Date: _____

TERMS AND CONDITIONS

1. All prices quoted herein are valid, binding and effective at least within **forty five (45)** *(the number days may vary depending on the period of delivery)* calendar days from date of quotation.
2. **AWARDEE** shall be responsible for the source(s) of his supplies/materials/equipment shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order. Failure by the **AWARDEE** to comply with the same shall be ground for cancellation of the award and purchase order and for re-awarding the item(s) to the **ALTERNATE AWARDEE**.
3. Subject to the provisions of the preceding paragraph, where **AWARDEE** has accepted a purchase order but fails to deliver the required product(s) within the time called for in the same order, **he shall be extended a maximum of fifteen (15) calendar days** under liquidated damages to make good his delivery. Thereafter if **AWARDEE** has not completed delivery within the extended period, the subject purchase order shall be cancelled. The **DEFAULTING AWARDEE** is subjected to disqualification in any KC-NCDDP procurements, without prejudice to the imposition of other sanctions.
4. All deliveries by suppliers/contractors shall be subject to inspection and acceptance by the **(C/BSPMC through insert name of representative)**. All necessary laboratory tests undertaken by the **(C/BSPMC through insert name of representative)** on the item(s) shall be for the account of the supplier/contractor.
5. Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be subject to liquidated damages, subject to the terms and conditions prescribed under paragraph 4 hereof.
6. Supplier shall guarantee his deliveries to be free from defects. Any defective item(s) / product(s) therefore that may be discovered by the **C/BSPMC** through *(insert the name of BSPMC Chairperson)* within **three (3) months** after acceptance of the same, shall be replaced by the supplier with five (5) calendar days upon receipt of a written notice to that affect.
7. Liquidated Damages: **For contracts equal to Ten (10) Million Pesos or lower, the supplier must pay the C/BSPMC liquidated damages, an amount equal to one percent (1%) of the cost of the delayed goods or services scheduled for delivery or performance for every day of delay; otherwise, 1/10 of 1% for contracts higher than 10M.**
8. In no case shall the sum of liquidated damages exceed **ten percent (10%) of the contract amount**. If it does, the contract shall be deemed automatically terminated by the C/BSPMC, without prejudice to other courses of action and remedies available to it.
9. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's/contractor's account.

Instructions to the User:

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

CONTRACT AGREEMENT FOR WORKS

(Select one, delete the other: Community Shopping/Community Direct Contracting)

This agreement, made this _____ day of _____ 201__ by and between C/BSPMC: insert name of Barangay here with address at insert address of barangay herein represented by insert name of C/BSPMC Chairperson herein after called "OWNER" as party of the first part

and

Insert the registered business name of Contractor with official address at insert the complete address of contractor, here in after called "CONTRACTOR" as party of the other part.

Whereas the CONTRACTOR is desirous to execute the works described in the request for quotation.

And the OWNER has accepted the proposal of the CONTRACTOR for the execution and completion of such works and remedying of any defects therein.

Now this agreement witnesseth as follows:

10. In this agreement, words and expressions shall have the same meanings as respectively assigned to them.
11. The following document shall be deemed to form and be read and construed as part of this agreement:
 - a. Request for Quotation
 - b. Abstract of Quotation
 - c. Minutes of evaluation of quotation
 - d. Contract Agreement
 - e. Instruction to Contractors for Community Shopping for Works
 - f. Bid Data Sheet for Community Shopping for Works
 - g. Conditions of Contract for Community Shopping for Works
12. In consideration of the payments to be made by the OWNER to the CONTRACTOR as hereinafter mentioned, the OWNER hereby covenants with the CONTRACTOR to execute and complete the works within (approved contract duration as stated in the POW or the proposed contract duration of the contractor, whichever is lower) calendar days and remedy any defects therein in conformity in all respects with the provision of the contract.
13. The CONTRACTOR is allowed to collect **advance payment** equivalent to **15%** of the contract after posting bank guarantee of equivalent amount.

- 14. The CONTRACTOR is entitled to claim partial billing subject to the percentage of accomplishment of the work.
- 15. The provisions of **Conditions of Contract for Works** under the Community Based Procurement Manual of the Kalahi CIDSS - National Community Driven Development Program (NCDDP) shall prevail.

In witness whereof the parties thereto have caused this Agreement to be executed this _____ day of _____ 201__

SIGNATURE OVER PRINTED NAME
Chairperson, C/BSPMC

SIGNATURE OVER PRINTED NAME
Registered Owner/Contractor

Funds Available:

SIGNATURE OVER PRINTED NAME
Barangay Treasurer

Date: _____

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
MUNICIPALITY OF _____, _____

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared this ____ day of _____, 201__ at _____, _____, Philippines.

Name	Res. Cert. No.	Date / Place Issued
_____	_____	_____
_____	_____	_____
_____	_____	_____

Known to me to be the same persons who executed the foregoing CONTRACT AGREEMENT consisting of two (2) pages including this page on which the acknowledgement appears and they acknowledged to me that the same is their free and voluntary act and deed and those of the principals they respectfully represent.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date and at the place first above- mentioned.

Notary Public
PTR No. _____
Until December 31, 201__

Doc. No. _____;
Page No. _____;

Book No. _____;
 Series of _____.

CBPM Form B-8

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____
Municipality: _____
Province: _____

REQUEST FOR QUOTATION FOR LEASE OF EQUIPMENT

Date: _____

To: (Registered Business Name of the Contractor/Equipment Lessor)

Address: _____

May we request you to indicate your quotation for the rental for the equipment indicated below. Please return this form to the canvasser in sealed envelope or submit it to the Barangay Sub-Project Management Committee (C/BSPMC) at the Barangay Hall on insert date and time of deadline for submission

EQUIPMENT LEASE:

Item No. / Package No.	Equipment Needed (Type of Equipment)	Number of equipment/ No. of Unit	Expected Out-put (Quantity)	No. of (Days/Ho urs)	Unit Rate Per (Day/Hour)	Total Rental Cost
TOTAL AMOUNT:						

Terms and Conditions:

1. Liquidated Damages: In case of unacceptable/unreasonable delay in delivery of services as required, an amount of 1% of the remaining rental rate will be deducted from the total amount due for each day of delay (weekends, and holidays included).
2. In no case shall the sum of liquidated damages exceed **ten percent (10%) of the contract amount**. If it does, the contract shall be deemed automatically terminated by the C/BSPMC, without prejudice to other courses of action and remedies available to it.
3. Quotation must be valid and fixed for **30 calendar** days.
4. Prices quoted must include taxes and other incidental expenses.
5. The Equipment maintenance and repairs shall be for the account of the **LESSOR** including Fuel, oil and lubricants and wages of the Equipment Operators and helpers; unless, otherwise agreed by both parties.
6. The **LESSOR** shall ensure that the equipment is in operating condition at all times during the duration of the contract agreement.

7. The lessor shall ensure the equipment for third party liability and for total loss or partial damage to the equipment while on transport or at the designated area of operation.
8. The **LESSOR** binds itself to protect and immune the **LESSEE** from any suit or liability resulting from claims of any nature, whether for death, injuries or damages that maybe suffered by the LESSOR'S Operator and/or third parties, arising from or in connection with the transport of the equipment or performance of the work.
9. Damages caused by the LESSOR'S party shall be charged/deducted from the **LESSOR**.
10. Payment shall be through CHECK.

SIGNATURE OVER PRINTED NAME

C/BSPMC Chairperson

Date: _____

Canvass Submitted by:

SIGNATURE OVER PRINTED NAME

Registered Owner/Manager

Date of Quotation of the Lessor: _____

Note:

1. All Elected Local Government officials and those directly involved (BSPMC Chairperson, BAC & PT) in the procurement up to the 1st degree of consanguinity or affinity are disqualified from participating as "suppliers/contractors" within the area of coverage of this sub-project.
2. Attorney-in-fact thru SPA is not allowed for sole proprietorship to sign this document. For corporations, the signatory shall be a person authorized thru a Board Resolution.
3. For suppliers/contractors/service providers, please use **ball pen** in filling up this form, otherwise it will nullify this RFQ if used as a price schedule.

CBPM Form B-9

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

PURCHASE ORDER (for equipment rental)

Name of Supplier: _____

P.O. No. _____

Address: _____

Date: _____

In accordance with the quotation dated *(insert the date of quotation from the supplier/contractor)*, the Community Project Management Committee (C/BSPMC) of Barangay _____ requests you to provide services as stated below:

Item No. / Package No.	Equipment Needed (Type of Equipment)	Number of equipment/ No. of Unit	Expected Out-put (Quantity)	No. of (Days/Hours)	Unit Rate Per (Day/Hour)	Total Rental Cost
TOTAL AMOUNT OF THIS PURCHASE ORDER:						

TERMS & CONDITIONS:

1. Provide the services at *insert project location* on or before *insert date of delivery*. In case of delay in delivery of services, an amount of 1% of the remaining rental rate will be deducted from the total amount due for each day of delay (weekends, and holidays included).
2. Quotation must be valid and fixed for 30 calendar days.
3. Prices quoted must include taxes and other incidental expenses.
4. The Equipment maintenance and repairs shall be for the account of the **LESSOR** including Fuel, oil and lubricants and wages of the Equipment Operators and helpers; unless, otherwise agreed by both parties.
5. The **LESSOR** shall ensure that the equipment is in operating condition at all times during the duration of the contract agreement.
6. The **LESSOR** shall insure the equipment for third party liability and for total loss or partial damage to the equipment while in transport or at the designated area of operation.
7. The **LESSOR** binds itself to protect and immune the **LESSEE** from any suit or liability resulting from claims of any nature, whether for death, injuries or damages that maybe suffered by the **LESSOR'S** Operator and/or third parties, arising from or in connection with the transport of the equipment or performance of the work.

8. Damages caused by the **LESSOR'S** party shall be charged/deducted from the **LESSOR**.
9. Payment shall be through **CHECK**.

C/BSPMC reserves the right to accept or reject the equipment if found not capable of delivering the required services.

Very truly yours,

SIGNATURE OVER PRINTED NAME

Chairperson, C/BSPMC

Date: _____

Funds Available:

SIGNATURE OVER PRINTED NAME

Brgy. Treasurer

Date _____

Conforme: SIGNATURE OVER PRINTED NAME

(Name and signature of the Registered Owner)

Date _____

Inspected/Tested by: SIGNATURE OVER PRINTED NAME
(Monitoring and Inventory Team)

Date: _____

Received by: SIGNATURE OVER PRINTED NAME
(Project Inspection Team or if not available BSPMC Chair)

Date: _____

PROCUREMENT DOCUMENTS FOR COMMUNITY SHOPPING FOR GOODS AND WORKS

Procurement Preparation Meeting Notice
(CBPM Form B-11)

Record of Procurement Preparation Meeting
(CBPM Form B-12)

Contractor's Conference Notice – Works **(CBPM Form B-13)**

Record of Contractor's Conference – Works
(CBPM Form B-14)

Record of Opening of Quotation **(CBPM Form B-15)**

Notice of Award **(CBPM Form B-16)**

Notice to Proceed **(CBPM Form B-17)**

No Objection Letter Review Report **(CBPM Form B-18)**

CBPM Form B-11

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

PROCUREMENT PREPARATION MEETING NOTICE

Date of Issuance:

Name of the Addressee:

Address of the Addressee:

Dear Sir / Madame:

Notice is hereby given to all participants that the procurement preparation meeting for (insert name of Sub-project), has been set on (insert date and time of the conference) at the (insert venue of the conference).

For the information and guidance of all concerned.

Very truly yours,

SIGNATURE OVER PRINTED NAME

Chairman, Bids and Awards Committee (BAC)

CBPM Form B-12

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

**RECORD OF PROCUREMENT PREPARATION MEETING
(Community Shopping for Goods/Works)**

Present were:

The procurement preparation meeting for *(insert name of the contract)*, held at *(insert venue of the conference)*, was called to order at *(insert time of the start of the conference)* on *(insert date of the conference)*, and was presided by the *(insert name of BAC Chairman/Vice Chairman)*.

1. Agenda:

- Discuss the overview of the Sub-project, its technical specifications/program of works;
- Review of the approved CPP;
- Report the status of previously procured packages; if applicable
- Roles and functions of each Community Volunteers in the conduct of each Procurement activity
- Discuss the evaluation procedures and evaluation criteria;
- Identify possible causes of failure of bidding and devise mitigating measures to prevent them.
- Review of the list of Possible Suppliers and Contractors for the Package.
- Decide on the schedule of each Procurement activity
- Preparation of the procurement documents
- Review and signing of RFQ documents;

2. Others:

- Discuss other requirements in the Request for Quotation (RFQ);
- Possible replies to the bidders' queries about the requirements;
- ACT/MCT Coaching and mentoring sessions for Community Volunteers (as needed)
- Discussion on other matters relevant to actual procurement.

There having no other remaining topics for discussion, the pre-procurement conference adjourned at *(insert time of the adjournment)*.

Prepared by:

Noted by:

SIGNATURE OVER PRINTED NAME

SIGNATURE OVER PRINTED NAME

(Procurement Team Member)

(BAC Chairman)

CBPM Form B-13

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

CONTRACTORS' CONFERENCE NOTICE

(Community Shopping for Works Contracts)

Date of Issuance

Name of the Addressee

Address of the Addressee

Dear Sir / Madame:

Notice is hereby given to all licensed **Contractors** that the contractors' conference for (insert name of the contract), has been set on (insert date and time of the conference) at the (insert venue of the conference).

For the information and guidance of all concerned.

Very truly yours,

SIGNATURE OVER PRINTED NAME

BAC Chairman

Received by the Contractor:

SIGNATURE OVER PRINTED NAME

Designation: _____

Date Received: _____

CBPM Form B-14

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

RECORD OF CONTRACTORS' CONFERENCE
(For Community Shopping for Works)

Present were:

The **Contractors'** conference for *(insert name of the contract)*, held at *(insert venue of the conference)*, was called to order at *(insert time of the start of the conference)* on *(insert date of the conference)*, and was presided by the *(insert name of BAC Chairman / Vice Chairman)*.

1. Agenda:

- Presentation on the technical and financial components of the RFQ, including the explanation of the different documents to be submitted by each contractor;
- Discussion on the requirements in the Request for Quotation (RFQ) and its conditions of contract, the replies to the contractors' queries about the requirements, specifications and other conditions of the Sub-project, the evaluation of quotation of all contractors and post-qualification evaluation of the lowest calculated quotation.
- Reminders on the warranty requirement of the Sub-project
- Etc.

2. Noted comment/reaction from the BAC representatives and contractors:

There having no other remaining topics for discussion, the Contractors' conference adjourned at *(insert time of the adjournment)*.

Prepared by:

Noted by:

SIGNATURE OVER PRINTED NAME
(Procurement Team Member)

SIGNATURE OVER PRINTED NAME
(BAC Chairman)

CBPM Form B-15

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____
Municipality: _____
Province: _____

RECORD OF OPENING OF QUOTATION

Present were:

The opening quotation for (insert name of the contract), held at (insert venue of the opening of quotation), was called to order at (insert time of the start) on (insert date), and was presided by the (insert name of BAC Chairman / Vice Chairman).

1. Business Matters:
2. Opening, Examination of Quotation and Determination of Responsiveness
3. Reading of Quotation and the Estimated Budget for the Package (EBP)

A. Contractors' Quotations:

	Contractor's Name	Amount of Quotation as Read
1.		
2.		
3.		

B. Estimated Budget for the Package = _____

C. Noted comment/reaction from the BAC representatives/bidders:

There having no other bids to be read and clarification to be made, the meeting (bid opening) adjourned at (insert time for adjournment).

Prepared by:

Noted by:

SIGNATURE OVER PRINTED NAME
(Procurement Team Member)

SIGNATURE OVER PRINTED NAME
(BAC Chairman)

CBPM Form B-16

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

Date: _____

**NOTICE OF AWARD
for Community Shopping for Works**

Sir/Madam:

Name of Sub-project: _____

The above contract is hereby awarded to you according to the terms and conditions of your quotation as contained in your proposal submitted to us in the amount of _____ (P_____).

In accordance with the provisions of the **Request for Quotation**, you are instructed to enter into and execute the Contract Agreement with us and to furnish us the following documents, which will form part of the Contract Agreement within **five (5) calendar days** upon receipt of this Notice of Award.

- a. Performance Security shall be callable on demand, co-terminus with the community project and shall either be in the form prescribed as follows:
 - i. Cash, Manager's Check, Cashier's Check, - Five Percent (5%) of the total contract price;
 - ii. Bank Guarantee – Ten Percent (10%) of the total contract cost price
- b. Construction Schedule and S curve.

Very truly yours,

SIGNATURE OVER PRINTED NAME

**Chairperson,
Barangay Sub-Project Management Committee**

CONFORME:

SIGNATURE OVER PRINTED NAME

Registered Contractor

CBPM Form B-17

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

Date: _____

NOTICE TO PROCEED

Sir/Madam:

Name of Sub-project: _____

Pursuant to your Contract Agreement dated _____ with the Barangay Community Project Management Committee of (Name of Barangay) for the (Name of Sub-Project) under the Kalahi CIDSS-NCDDP, you are hereby directed to start the work within **7 days upon receipt** of this notice in accordance with the provisions of the Contract Documents.

Please acknowledge receipt of this Notice to Commence.

SIGNATURE OVER PRINTED NAME

C/BSPMC Chairperson

Date: _____

Received Original on: _____ (Date)

By: **SIGNATURE OVER PRINTED NAME**

(Registered Owner of the Contractor or its duly authorized representative)

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

**NO OBJECTION LETTER (NOL) REVIEW REPORT
(For Community Shopping for Works and Goods)**

A. DOCUMENTS SUBMITTED

Item No.	Date submitted at ACT	DOCUMENTS	REMARKS
		TECHNICAL	
		Approved POW & Approved Engineering Plans	
		Minutes of the Pre-Procurement Conference	
		Request for Quotation: 1. Copy of issued RFQ 2. Copy of the Acknowledgement Receipts for Personal Serving 3. Certification for posting the NRFQ, <i>if necessary</i> .	
		Minutes of Contractors' Conference (for works)	
		Minutes of Opening of Quotation	
		Abstract of Quotation for Works or Goods	
		Minutes of the Evaluation of Quotation	
		For Works:	
		Program of Works of Recommended Contractor to include summary sheet showing unit prices of materials, labor rates and rentals	
		Plans	
		Official Receipt (equipment proposed to be used for the contract)	
		Certificate of registration (to support owning the equipment for proposed equipment to be used)	
		Schedule of Utilization of Equipment	
		List of similar projects undertaken for the last two years	
		Certification from the bidder under oath of its compliance to labor laws and standards and to utilize unskilled labor in the area	
		Notarized Affidavit for Defects Liability Commitment	
		List of Technical Personnel	
		Construction Methods (itemized and with safety procedures)	
		PS Mark License (for Pipes)	
		Certificate of Site Inspection for Works and Goods, if applicable (<i>For contractor/supplier recommended for award</i>)	
		FINANCIAL	
		Financial Proposal Sheet (RFQ used as Price Schedule or Bill of Quantities)	
		Contractor's Detailed Estimates (for Works Contracts)	

		ITR Audit Statement(<i>for contractor recommended for award</i>)	
		LEGAL	
		For Both Goods and Works	
		Contractor's License or Temporary Certificate of Renewal (<i>For expired license</i>)	
		SEC Registration with Articles of Incorporation (for Corporations)	
		Authority of the Signatory (in case of representative)	
		For Works Contracts only	
		Contracts (<i>To support projects undertaken for the last 2 years</i>)	
		Certificate of Acceptance (<i>To support projects undertaken for the last 2 yrs</i>)	
		Affidavit of Undertaking (<i>To support in the list of Technical Personnel</i>)	

B. COMMUNITY SUB-PROJECT INFORMATION:

I. Background

- A. **Name of Sub-Project:** _____
- B. **Physical Description/Indicators:** _____
- C. **Location:** _____
- D. **Items/Package Procured subject for NOL:**

Item No.	Description of Works or Goods	Quantity	Unit

- E. **Method of Procurement Used:** _____
- F. **Estimated Budget for the Package: Php.** _____
- G. **Name of contractor/supplier recommended for award:** _____
- H. **Amount in this contract: Php.** _____
- I. **Aggregate Contract Amount for this contractor/supplier as of *(date of reference)* :**
Php. _____

(Attached the detailed list of awarded contracts and its % accomplishment)

For RPMO NOL For NPMO NOL For WB/ADB NOL

I. Procurement Preparation Meeting

(To be taken from the minutes of the Procurement Preparation Meeting. Capture all the necessary information like items to be procured, method of procurement, dates of procurement processes, etc.)

II. Request for Quotation (RFQ)

 (Date of personal serving/issuance of RFQ and inclusive date of posting if needed)

III. Contractors' Conference (For Works Contracts)

 (To be taken from the minutes of the Contractors' Conference. Capture all the necessary information like the technical requirements of the bidding, date and place of the conference)

IV. Opening of Quotation

 (To be taken from the minutes of the Opening of Quotation. Capture all the necessary information like what transpire in the opening like are there late quotations, are there complaints, date and place of the opening of quotation, etc.)

Name of Suppliers/Contractors	Quoted Amount	REMARKS

V. Evaluation of Quotation

(To be taken from the minutes of the Evaluation of Quotation. Capture all the necessary information like are there disqualified contractors/suppliers, incomplete/nonresponsive quotations, etc)

Name of Suppliers/Contractors	Evaluated Amount	Pass/Fail Criteria	Remarks
Conclusion			

C. OBSERVATION/S

 (Are there complaints? what are they? Is the procurement process followed? If not what are the deviations? What other information/s you want to know?)

Prepared by:

Noted:

SIGNATURE OVER PRINTED NAME

SIGNATURE OVER PRINTED NAME

Technical Facilitator/LGU Engineer

Date: _____

Area Coordinator

Date: _____

CPO/RPO SECTION:

VALIDATION REPORT:

RECOMMENDATION/s:

If for RPMO NOL:

Reviewed by:

Community Procurement Officer (CPO)

Date: _____

Endorsed by:

Regional Procurement Officer (RPO)

Date: _____

If for NPMO/WB NOL:

Reviewed by:

Community Procurement Officer (CPO)

Date: _____

Regional Procurement Officer (RPO)

Date: _____

Endorsed by:

NPMO Community Procurement Specialist

Date: _____

GUIDES IN FILLING UP NOL REVIEW FORM:

1. Indicate what are the technical, financial and legal documents submitted by the supplier/contractor in reference to the checklist of documents for **RPMO/NPMO/WB/ADB NOL**.
2. Indicate the title of the Community/Barangay Sub-project and its Sub-project type
3. Describe the physical aspect of the community Sub-project and its indicators (How many units, what is the length, thickness, width, etc....)
4. Indicate the barangay, municipality and province.
5. Indicate the item number, Description of the Items of Work, Quantity and Unit of the package/s procured subject for NOL.
6. Indicate the method of procurement used
7. Indicate the Estimated Budget for the Package (EBP) subject for NOL
8. Indicate the name of the Supplier/Contractor recommended for award
9. Indicate the amount in this contract
10. Indicate the aggregate amount (Total amount of contracts of the bidder recommended for award from the previous KALAH! contracts within the municipality to include this contract subjected for NOL.
11. Indicate if the NOL issuance is for RPMO, NPMO or World Bank.
12. Extract from the minutes of the Procurement Preparation Meeting useful information such as items to be procured, method of procurement, posting/issuance of RFQ, dates of the Contractors' conference, date of the opening of quotation, etc.....)
13. Extract from the minutes of the Contractors' conference useful information such as date, time and place of the opening of quotation, technical requirements of the procurement, agreement made, criteria for the award, etc....
14. Extract from the minutes of the opening of quotation useful information such as late quotations, quoted amount, complaints, date and time of actual opening, etc.....
15. Fill up in the matrix with the name of bidders, bid offered, bid security (amount & form), remarks (other information not found in the matrix)
16. Extract from the minutes of the Evaluation of Quotation necessary information such as criteria for award, disqualified suppliers/contractors and its reason for disqualification, etc....
17. Fill up in the matrix with name of supplier/contractor, quoted amount, results of the pass/fail criteria, result on the evaluation of quotation, remarks (other information not found in the matrix) Make a conclusion regarding the process and result of the evaluation.

ANNEX C: SMALL VALUE PROCUREMENT FORMS FOR GOODS (OFF-THE-SHELF)

List of Items to be Procured (CBPM Form C-1)

**Survey of Available Suppliers/Service Providers/
Contractors (CBPM Form C-2)**

Purchase Receipt for (CBPM Form C-3)

CBPM Form C-1

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

LIST OF ITEMS TO BE PROCURED THROUGH SMALL VALUE PROCUREMENT

Item No.	Items to be Procured	Qty.	Unit	Estimated Cost
1.				
2.				
3				
4				
5				
6				
7				
	TOTAL AMOUNT REQUESTED			

Prepared by:

APPROVED BY:

SIGNATURE OVER PRINTED NAME

Procurement Team

SIGNATURE OVER PRINTED NAME

C/BSPMC Chairperson

DATE: _____

DATE: _____

FUNDS AVAILABLE BY:

SIGNATURE OVER PRINTED NAME

BRGY. TREASURER

DATE: _____

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

SURVEY OF AVAILABLE SUPPLIERS

Item No.	Items to be Procured	Qty.	Unit Price	Estimated Cost based on Approved POW or Variation Order	Registered Name of Supplier			Actual Purchased Price
					1.	2.	3.	
					Canvass Price	Canvass Price	Canvass Price	
1.								
2.								
	TOTAL							

Please encircle most reasonable price and purchase price (actual)

CONDUCTED BY:

SIGNATURE OVER PRINTED NAME

Procurement Team (PT)

Date: _____

CONFORME:

Name of the winning Supplier: SIGNATURE OVER PRINTED NAME

Date: _____

Inspected by: **SIGNATURE OVER PRINTED NAME**
(Monitoring and Inspection Team)

Date: _____

Accepted by: **SIGNATURE OVER PRINTED NAME**
Storekeeper/Bodegero

Date: _____

NOTE:

When the above survey is evaluated and found to be responsive by the PT 'on-site', the supplier will sign the above. This will serve as the Purchase Order (PO) and will be used to prepare the payment.

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROJECT

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

PURCHASE RECEIPT*

Received from: _____

the amount of: _____ (Php) _____

For the purchase of: _____

Name of Supplier: SIGNATURE OVER PRINTED NAME

Date: _____

Inspected by: SIGNATURE OVER PRINTED NAME

(Monitoring and Inspection Team)

Date: _____

Accepted by: SIGNATURE OVER PRINTED NAME

Storekeeper/Bodegero

Date: _____

**To be issued in the absence of OR*

Note:

1. Please use **ball pen** in filling up this form, otherwise, this PR will not be honored.

ANNEX D:
STANDARD BIDDING
DOCUMENTS FOR GOODS
(For Community Bidding)

- Section I. Invitation to Bid**
- Section II. Instruction to Bidders**
- Section III. Bid Data Sheet**
- Section IV. Conditions of Contract**
- Section V. Bidding Forms**

STANDARD BIDDING DOCUMENTS FOR GOODS

Section I. Invitation to Bid (ITB) for Goods Contracts

Section II. Instruction to Bidders for Goods Contracts

Section III. Bid Data Sheet for Goods Contracts

Section IV. Conditions of Contracts for Goods

Section V. Standard Bidding Forms for Goods

CBPM Form D 1

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

INVITATION TO BID
FOR GOODS CONTRACT

(For Advertisement, Posting and Personal Delivery)

Date: _____

The community of (Name of Barangay), through its Bids and Awards Committee (BAC) invites suppliers/distributors/contractors to apply for eligibility and to bid for the Sub-project that received assistance from the DSWD KALAHI-CIDSS National Community Driven Development Program (KC-NCDDP).

Name of Sub-project: _____

Location : _____

Contract Package No.: _____

Delivery Period: _____

Interested bidders are requested to submit their offered price for the **supply and delivery** of the items listed below:

Items No.	Description/Specs of Items	Qty	Unit	Unit Cost	Total
	TOTAL			P	
	Amount in Words:				

Prospective bidders should have experience in undertaking a similar project within the last two years with an amount of at least 50% of the bid amount. The Eligibility Check/Screening as well as the Preliminary Examination of Bids shall use non-discretionary "pass/fail" criteria. Post-qualification of the lowest calculated bid shall be conducted.

We will only accept an offered price that is fixed and is not subject to any adjustment. Bid shall be valid for a period of **sixty (60) days from the date of submission**.

Bidding documents may be obtained from the Barangay Sub-Project Management Committee (C/BSPMC) Office starting (state date for availability of bidding documents)

A **pre-bid conference** will be held at the Barangay Hall on (date) at (time).

The Bid shall include the following documents:

- Form of Bid (using prescribed form)
- Financial Proposal Sheet (using the ITB as the Price Schedule)
- Bid security in the form of cash, cashier's check, manager's check, or bank guarantee equivalent to two percent (2%) of the bid price
- DTI Business Name Registration or SEC registration certificate
- Authority of the signatory;
- After Sales Service/Parts
- Technical Specifications of the goods being offered (brochures/manual to be attached)
- Delivery Schedule
- Certification that each document submitted is an original or a true copy of the original
- Warranty/List of Service Centers (if applicable)
- Site visit Certificate
- Other document required in the instruction to bidders (if any)

All bids must be received on (deadline: date and time) and will be immediately opened in public in the presence of bidders' representatives who choose to attend at the following address:

Kalahi CIDSS-NCDD Program
Barangay Community Project Management Committee
Barangay _____, Municipality of _____
Province of _____

The community reserves the right to reject any bid or waive any defect or formality. The **Lowest Calculated and Responsive Bid** shall be used as the criterion in the award. The community will not reimburse any expenses related to the preparation of bids.

(SGD.) SIGNATURE OVER PRINTED NAME

Chairperson, C/BSPMC

Date of Posting/Issuance of Invitation to Bid:

Start: _____

End: _____

Note:

1. All elected Local Government officials and those directly involved (BSPMC Chairperson, BAC & PT) in the procurement, up to the 1st degree of consanguinity or affinity are disqualified from participating as "suppliers/contractors" within the area of coverage of this sub-project.
2. For suppliers/contractors/service providers, please use **ball pen** in filling up this form, otherwise it will nullify this ITB if used as a Price Schedule/Bill of Materials.

SECTION II – INSTRUCTIONS TO BIDDERS

(For Goods Contracts)

1. Scope of Work:

The Barangay Sub-Project Management Committee of (Name of Barangay), as the Owner named in the Bid Data Sheet (**BDS**), invites bids for the completion of the goods indicated in the Invitation to Bid in accordance with the Conditions of Contract (CC). The successful supplier will be expected to deliver the goods specified in the **BDS** by the Required Completion Date specified in the **BDS**.

2. Eligible Bidders:

The following manufacturers, suppliers, distributors, and/or service providers are allowed to participate in the Community Bidding for goods and services: duly registered sole proprietors, partnerships, corporations or cooperatives. Single proprietors shall submit the Department of Trade and Industry (DTI) business name registration, partnerships and corporations the Security and Exchange Commission (SEC) registration certificate; or the Cooperatives Development Authority (CDA) registration for cooperatives. All bidders shall also submit a valid and current Mayor's permit/municipal license from the bidder's principal place of business.

Local Government officials and those directly involved (BSPMC Chairperson, BAC & PT) in the procurement and their family members up to the 1st degree of consanguinity and affinity are disqualified from participating as "suppliers/contractors" within the area of coverage of this sub-project.

Each bidder shall submit only **one Bid**. All Bids submitted in violation of this rule shall be rejected. In addition, bidders are subject to eligibility verification procedures to ensure that the bidder has not been blacklisted. Suppliers blacklisted by the Kalaheo-CIDSS NCDDP are not allowed to participate.

3. Qualification of the Bidder:

To qualify for award of the Contract, a bidder shall meet the following minimum qualifying criteria (to be determined by the C/BSPMC) and as specified in the **BDS**:

- i. Experience in completing a single contract that is similar in nature to the goods/services whose value must at least be fifty percent (50%) of the Bid Price;
- ii. Statement of all ongoing and completed NCDDP contracts within the period specified in the Invitation to Bid (ITB), including contracts awarded but not yet started, if any.
- iii. Audited Financial Statements for the preceding calendar year;
- iv. Computation of the Net Financial Contracting Capacity (NFCC) that is at least equal to the bid price, calculated as follows:

NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding projects under ongoing contracts, including awarded contracts yet to be started.

Where:

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

The NFCC establishes the bidder's liquidity, its capacity to absorb the additional obligations in connection with the contract to be bid and to finance its implementation/completion.

4. Site Visit and Inspection:

The Suppliers are required to attend the site visit or inspection of the project site organized by the Bids and Awards Committee (BAC) and to secure a Certificate of Site Inspection (**CBPM Form D-2**) issued by the C/BSPMC Chairperson which shall be presented as a requirement in the submission of bids as specified in the **BDS**.

5. Contents of Bidding Documents for Distribution to Interested Bidders:

The set of bidding documents comprises the documents listed below:

- Section 1: Invitation to Bid (ITB) (**CBPM Form D-1**)
- Section 2: Instructions to Bidders (IB)
- Section 3: Bid Data Sheet
- Section 4: Conditions of Contract
- Section 5: Standard Bidding Forms for Goods

6. Pre-Bid Conference:

The Bids and Awards Committee (BAC) may call for a pre-bid conference at least seven (7) days before the deadline for the submission of bids to discuss the different aspects of the procurement at hand, details of the contract and to clarify issues that bidders may raise. Attendance to the pre-bid conference is not compulsory and should not be a ground for the disqualification of a bidder.

The BAC may still entertain requests for clarification(s) on any part of the bidding documents or for an interpretation by prospective bidders provided the following requirements are complied with:

- i. Requests for clarification should be in writing.
- ii. Requests for clarification should be submitted to the BAC at least two (2) calendar days after the pre-bid conference.

7. Documents Comprising the Bid:

The Bid to be submitted by the Bidder shall comprise the following documents (as applicable):

A. ELIGIBILITY DOCUMENTS

- i. DTI business name certificate of registration for sole proprietorships; SEC registration certificate for partnerships and corporations; or the Cooperatives Development Authority (CDA) registration for cooperatives.
- ii. Valid and current Mayor's permit/municipal license from the bidder's principal place of business.
- iii. Experience in completing contracts similar in nature to the goods/services to be procured **(CBPM Form D-3)**;
- iv. Statement of all ongoing and completed government and private contracts within the period specified in the Invitation to Bid (ITB), including contracts awarded but not yet started, **(CBPM Form D-4)**.
- v. Audited Financial Statements for the preceding calendar year;
- vi. Computation of the Net Financial Contracting Capacity (NFCC) **(CBPM Form D-5)**.
- vii. Certificate of Site Inspection **(CBPM Form D-2)**.

B. TECHNICAL DOCUMENTS

- i. Bid Security as to form, amount and validity period
- ii. Authority of the signatory (Board Resolution if the bidder is a corporation or a cooperative, a Partnership Resolution if the bidder is partnership, or a Special Power of Attorney (SPA) issued by the General Manager or Proprietor if the bidder is a sole proprietor;
- iii. Delivery schedule;
- iv. Manpower requirements, if applicable;
- v. After-sales service/parts, if applicable;
- vi. Technical specifications;
- vii. Omnibus Sworn Statement (Affidavit) **(CBPM Form D-8)**.

C. FINANCIAL DOCUMENTS

- i. Form of Bid
- ii. Financial Proposal Sheet (using the ITB as a Price Schedule/Bill of Materials)
- iii. Recurring and maintenance costs, if applicable;

8. Bid Price:

The Bidder shall complete the appropriate price schedule in the **financial proposal sheet** stating the unit prices, total price per item and the total amount of the goods/services to be supplied under this Sub-Project. Bids not providing all of the required items including, Bill of Quantities (BOQ), shall be considered non-responsive and, thus, automatically disqualified. Where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.

Prices quoted by the bidder shall be fixed for the duration of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. In cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the government, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

9. Bid Security:

The bidder shall furnish a bid security with every bid. It must be operative on the date of bid opening. Failure to enclose the required bid security in the form and amount prescribed by the community shall automatically disqualify the bid concerned.

The bid security shall be in any of the following forms, with the corresponding required amount:

FORM OF BID SECURITY	MINIMUM AMOUNT
a. Cash, cashier's check/manager's check;	2% of Bid
b. Bank guarantee confirmed by a reputable local bank	2% of Bid
c. Bid Securing Declaration	

Bid Securing Declarations may be used in lieu of Bid Security if amount of bid is below 1.5M. Bid Securities in the form of cash or (manager's check or cashier's check) must be deposited in the C/BSPMC Account. All checks and bank guarantees shall be issued in favor of the C/BSPMC of the community/barangay. **Personal checks and Surety Bonds are not acceptable as bid security.** Bank guarantee as bid security shall be submitted as part of the bidding documents.

A **Bid Securing Declaration** is an undertaking by a prospective bidder, committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the following conditions:

- i. Withdraws its bid during the period of bid validity required in the bidding documents; or
- ii. Fails or refuses to accept the award and enter into contract or perform any and all acts necessary to the execution of the contract, in accordance with the bidding documents, after having been duly notified of the acceptance of its Bid during the period of bid validity.

The Bid Securing Declaration shall comply with the standard format found in CBPM Form B56. The following sanctions shall be applied in case of commission of the abovementioned acts:

- i. Penalty of automatic blacklisting for two (2) years in all KC-NCDDP procurement activities; and
- ii. Payment of a fine equivalent to the difference between the evaluated bid price and the sub-project cost estimate.

10. Bid Validity:

The bid validity period should **not be more sixty (60) calendar days from the date of the opening of bids**. The BAC may extend the period of validity of the bids and the bid securities by requesting the same in writing from all those who submitted bids before the expiry date of the same.

Bidders shall have the right to refuse the grant of such extension without forfeiting their bid securities. The bidders who refuse to grant the BAC's request for an extension of the period of validity of their bid and bid security will have the same returned to them. However, **they are**

deemed to have waived their right to further participate in the bidding and in any KC NCDDP Procurements.

No bid securities shall be returned to bidders after the opening of bids and before contract signing, except under any of the following circumstances:

- i. When the bidders failed to comply with any of the requirements to be submitted in the bid proposal, or
- ii. When the bidders were post-disqualified and submitted a written waiver of its right to file a motion for reconsideration and/or protest.

Bid securities shall be returned only after the bidder with the LCRB has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in the ITB.

A bidder's bid security may be forfeited when:

- i. The bidder withdraws its bid beyond the deadline;
- ii. The bidder does not accept correction of arithmetical errors;
- iii. The bidder being considered for award does not accept the award or does not sign the contract within the period prescribed in the bidding documents;

11. Preparation and Submission of Bids:

The bidder shall prepare **one (1) original and one (1) duplicate copy** of the documents comprising the Bid and shall sign all the pages of the original and duplicate copies. The bidder shall initial all the pages of the Bid where entries or amendments or corrections have been made. The **eligibility, technical and financial proposals** must be properly marked and must be **placed in a single sealed envelope addressed to the C/BSPMC** and shall be submitted at the specified address on or before the deadline stated in the Invitation to Bid.

On the upper left-hand corner of the envelope, the bidder shall indicate his/her name and full address. If the envelope is not sealed and marked as above, the C/BSPMC will assume no responsibility for the misplacement or premature opening of the Bid.

The Procurement Team (PT) shall receive the sealed bids on or before the prescribed date. The sealed bids and logbook will be placed in a bid box at C/BSPMC office inside a secure filing cabinet.

Any eligibility, technical or financial bid envelopes submitted after the deadline for submission and receipt of bids prescribed in the IB shall be declared "Late" and shall not be accepted by the Bids and Awards Committee (BAC) and shall be returned to the Bidder unopened.

12. Modification and Withdrawal of Bids:

A bidder may modify its bid, provided that this is done before the deadline for the submission and receipt of bids. If a bidder modifies its bid, it shall not be allowed to retrieve its submitted original bid. This bid must be properly identified, and marked as "**Bid MODIFICATION**". The Bid Modification should identify and replace affected supporting document/s of the Original Bid. It should be stamped "**RECEIVED**" by the BAC. Bid modifications received after the applicable deadline will not be considered and must be returned

to the bidder unopened. **Any discount should form part of the bid submission in the financial proposal.**

A bidder may, through a letter, withdraw its bid before the deadline for the receipt of bids. A bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped "RECEIVED" by the BAC before the deadline for the receipt of bids. **A bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.** A bidder that withdraws its bid prior to the deadline for submission of bids, for **justifiable cause, does not forfeit its bid security.**

13. Process to be Confidential:

Information relating to the examination, clarification, evaluation and comparison of quotations and recommendation for contract award **shall not be disclosed** until the successful bidder has been issued the Notice of Award (NOA). **Any effort by a bidder to influence the BAC, PT or C/BSPMC will result in the rejection of his/her bid.**

14. Opening of Bids:

The BAC will open the Bids in the presence of the bidders' representatives who attend, at the time, date, and in the place specified in the Invitation to Bid.

The BAC shall read in public the contents of the Eligibility documents, and shall examine each prospective bidder's eligibility requirements or statements. It shall determine the presence or absence of the required eligibility requirements against a checklist (**CBPM Form F-7**) using non-discretionary "pass/fail" criteria. The BAC shall declare prospective bidders as either "eligible" or "ineligible", based on its findings and inform them accordingly.

The BAC may return the Eligibility, Technical and Financial Bid envelope of the "ineligible" bidders.

The BAC shall proceed with the opening of the technical proposal of the eligible bidders, to determine each bidder's compliance with the documents that are required to be submitted for the technical component of the bid. The BAC shall check the submitted technical documents of each bidder against a checklist (**CBPM Form F-7**) of required technical documents to ascertain if they are all present, using non-discretionary "pass/fail" criteria.

If a bidder submits the required document and meets the eligibility criteria, it shall be rated "passed" for that particular requirement. Otherwise, it shall be rated as "failed". In case **one or more of the above-required documents in the Technical Proposal is missing**, incomplete or patently insufficient, the bid shall be declared as "**failed**" and immediately returned to the bidder concerned, together with the Financial Proposal.

15. Evaluation and Comparison of Bids:

Immediately after determining compliance with the technical requirements, the BAC shall open the Financial Proposal of each remaining technically complying bidder whose submitted technical requirements were rated "passed" on the same day. The BAC shall determine whether **one or more of the requirements of the Financial Proposal are missing**, incomplete or patently insufficient. If the Financial Bid is complete, the BAC shall rate it "passed" and shall proceed with the evaluation of the Bid. Only bids that are determined to contain all the bid

requirements for both Technical and Financial components shall be rated “passed” and shall be considered for evaluation and comparison.

After the preliminary examination of bids, the BAC shall immediately conduct a detailed evaluation of all bids rated “passed,” which shall include a consideration of the following:

- i. The bid must be complete.
- ii. Computational errors will be corrected.
- iii. All bids shall be evaluated on equal footing.
- iv. Bid prices in words, unit prices, and unit cost in the bill of quantities shall prevail in case of discrepancy.

Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid (LCB).

16. Post-qualification:

The BAC with the assistance of the TWG verifies and validates the LCB compliance with the legal, financial and technical requirements of the bid. The legal review verifies that all required licenses, permits and other documents submitted are in order. The technical requirements are verified to prove compliance of the goods and services offered with the requirements of the contract and bidding documents. The financial requirements are validated to ensure that the bidder can sustain the operating cash flow of the transaction.

If the LCB passes the post-qualification, the BAC declares it as the Lowest Calculated and Responsive Bid (LCRB) and issues a Notice of Award (NOA).

If the bidder with the LCB fails to pass post qualification, the BAC shall immediately notify the said bidder in writing of its post **dis**qualification and the grounds for it.

Immediately after the BAC has notified the first bidder of its post-**dis**qualification, the BAC shall initiate and complete the same post-qualification process on the bidder with the second LCB. If the second bidder passes the post-qualification, and provided that the request for reconsideration of the first bidder has been denied, the BAC shall declare the second bidder as the bidder with the LCRB. The C/BSPMC shall then award the contract to it. If the second bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the bidder with the next LCB, and soon until the LCRB, is determined for award.

If no bidder passes post-qualification, the BAC shall issue a Resolution declaring a failure of bidding.

17. Notification of Award and Signing of Contract:

The C/BSPMC shall notify the LCRB of the award in writing prior to the expiration of the validity period of the Bid. The Notice of Award (NOA), together with the contract will state the amount that the C/BSPMC will pay the winning bidder in consideration of the delivery and installation of the goods prescribed under the Contract. The BAC shall schedule the signing of the contract with the winning bidder who will then post the required performance security.

18. Performance Security:

The performance security shall be posted in favor of the community, and will be forfeited in its favor in the event that the winning bidder fails to perform any of its obligations under the contract. The winning bidder should furnish the community with the performance security in accordance with the Conditions of the Contract, within a maximum period of ten (10) calendar days from the receipt of the NOA, and in all cases upon the signing of the contract. It must at least be co-terminus with the period of full delivery and acceptance of goods by the BSPMC.

The performance security shall be in any of the following forms, with the corresponding required amount:

FORM OF PERFORMANCE SECURITY	MINIMUM AMOUNT
a. Cash, cashier's check/manager's check; or	5% of Contract Price
b. Bank guarantee confirmed by a reputable local bank	10% of Contract Price

All checks and bank guarantees for performance security shall be issued in favor of the C/BSPMC. Cash and checks shall be deposited in the C/BSPMC Account. The winning bidder must choose which among the preferred forms it shall submit.

There shall be a corresponding change in the amount of the Performance Security posted by the winning bidder in the following instances: (a) issuance of a Variation/Change Order; (b) partial delivery/performance.

The C/BSPMC may release the performance security to the winning bidder after the issuance of the Certificate of Acceptance of the goods, provided that there are no claims filed against the contract awardee. However, it must ensure that the performance security is replaced by a warranty covering the defects liability period.

19. Notice to Proceed:

Within three (3) calendar days from the signing of the Purchase Order/Contract and the posting of performance security, the C/BSPMC shall issue its Notice to Proceed (NTP) to the winning bidder. The contract effectivity date shall be provided in the Notice to Proceed, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

SECTION III. BID DATA SHEET

BID DATA SHEET FOR GOODS PROCURED THROUGH COMMUNITY BIDDING

Name of Community/Barangay Sub-Project: _____

1.0	The Sub-project Owner is: Barangay Sub-Project Management Committee of <u>(insert Name of Barangay, Municipality, Province)</u>
2.0	The item/s to be procured, lot(s) and reference is/are: <i>[insert item/s of goods to be procured here]</i>
3.0	The required completion date shall be on: <i>(insert duration of delivery and completion)</i>
4.0	The Site Visit and Inspection is required on <i>(insert exact date, time and place of assembly)</i>
5.0	The Pre-Bid Conference is scheduled on <i>(insert exact date, time and place of meeting)</i>
6.0	For the procurement of goods, the Bidder must have completed the following: a) Experience in completing a single contract that is similar in nature to the goods/services to be procured whose value must at least be fifty percent (50%) of the Bid Price;
7.0	Eligibility documents shall include the following: <ul style="list-style-type: none"> i. DTI business name certificate of registration for sole proprietorships; SEC registration certificate for partnerships and corporations; or the Cooperatives Development Authority (CDA) registration for cooperatives; ii. Valid and current Mayor's permit/municipal license from the bidder's principal place of business; iii. Experience in completing contracts similar in nature to the goods/services to be procured; (CBPM Form D-3) iv. Statement of all ongoing and completed NCDDP contracts within the period specified in the ITB, including contracts awarded but not yet started; (CBPM Form D-4) v. Audited Financial Statements for the preceding calendar year; vi. Computation of the Net Financial Contracting Capacity (NFCC); (CBPM Form D-5) vii. Certificate of Site Inspection for Goods Contracts. (CBPM Form D-2)

8.0	<p>Technical Proposals shall include the following:</p> <ul style="list-style-type: none"> i. Bid Security as to form, amount and validity period; ii. Authority of the signatory (Board Resolution if the bidder is a corporation or a cooperative, a Partnership Resolution if the bidder is a Partnership, or a Special Power of Attorney (SPA) issued by the General Manager or Proprietor if the bidder is a sole proprietor; iii. Delivery schedule; iv. Manpower requirements, if applicable; v. After-sales service/parts, if applicable; vi. Technical specifications (brochures, etc); viii. Omnibus Sworn Statement (Affidavit) (CBPM Form D-8);
9.0	<p>Financial proposal shall include the following:</p> <ul style="list-style-type: none"> i. Form of Bid (CBPM Form D-9) ii. Financial Proposal Sheet (using the ITB as a Price Schedule/Bill of Materials) iii. Recurring and maintenance costs, if applicable.
10.0	<p>Bids shall be offered in: <i>(BAC/PT should select appropriate mode)</i> <input type="checkbox"/> Unit Prices <input type="checkbox"/> Lump Sum <input type="checkbox"/> Combination of both</p>
11.0	<p>The Bid Security should be based on the submitted Bid Amount to be posted in favor of C/BSPMC identified in 1.0 consistent with the ITB. The form of bid security shall either be:</p> <ul style="list-style-type: none"> a. Cash, cashier's check/manager's check: (2%) of bid or b. Bank guarantee confirmed by a reputable local bank: 2% of bid c. Bid Securing Declaration
12.0	<p>The bid validity period shall be no more than sixty (60) days from the date of bid opening on: <i>(insert date of bid opening)</i>.</p>
13.0	<p>Bids must be addressed as follows</p> <p style="text-align: center;"><i>The C/BSPMC Chairperson</i> <u>Barangay Community Project Committee-Name of Barangay Municipality/ City/ Province</u></p> <p>Bids may be delivered by hand, mail, or messenger/courier and must be received by the above address not later than date specified in 14.0</p>
14.0	<p>Bids shall be opened on <i>(insert bid opening date, time and place as published on the Invitation to Bid)</i></p>
15.0	<p>The performance security shall be posted in favor of C/BSPMC identified in 1.0.</p> <p>The form of performance security shall either be:</p> <ul style="list-style-type: none"> a. Cash, cashier's check/manager's check: (5%) of contract price or b. Bank guarantee confirmed by a reputable local bank: 10% of contract price <p>Performance validity period shall be up to the full delivery and acceptance of goods by the BSPMC.</p>

Note: To be filled-up by the **BAC/PT** before the Issuance of Invitation to Bid, issuance of bidding documents and will form part of the Tender Documents.

CONDITIONS OF CONTRACT (CC) FOR GOODS

1. Definitions:

- a Owner means the Community of *(Name of the Barangay, Municipality, Province)* through the Barangay Sub-Project Management Committee (C/BSPMC) as represented by its Chairman.
- b Completion Date is the date of full delivery of the goods/services as certified by the C/BSPMC.
- c Contract is the Contract between the C/BSPMC and the Supplier to deliver and supply the goods specified in the specifications or in other sections of the Contract.
- d Contract Price means the amount payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
Contract Price is _____ *(in words)* _____ (P _____) *(in figures)*.
- e Days are calendar days; months are calendar months.
- f Goods means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Owner under the Contract.
- g Services means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- h Supplier means the individual contractor, manufacturer, distributor or firm supplying the goods and services under this contract.

2. Scope of Contract:

- 2.1 The goods/services to be provided shall be as specified in Invitation to Bid.
- 2.2 This Contract shall include all items that can be reasonably inferred as being required for its completion. Any additional requirements for the completion of this Contract shall be provided in the list of requirements.

3. Subcontracting and Assignment:

- 3.1 A Supplier may be allowed to subcontract a portion of the contract, not exceeding twenty percent (20%) of the total Contract cost. **The bidding documents must specify what are considered as significant/material component/s of the Sub-project.**

3.2 All subcontracting arrangements must be disclosed at the time of bidding, and subcontractors must be identified in the bid submitted by the Supplier. Any subcontracting arrangements made during Sub-project implementation and not disclosed at

the time of the bidding shall not be allowed. **Permits and licenses of the subcontractor shall form part of the bidding documents.**

- 3.3 The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 3.4 Subcontractors are obliged to comply with the provisions of the contract and shall be jointly and severally liable with the Supplier, in case of breach thereof, in so far as the portion of the contract subcontracted to it is concerned.
- 3.5 As a general rule, the Supplier may not assign the contract, or any of its rights or obligations arising from the contract, to a third party, except with the C/BSPMC's prior written consent.

4. C/BSPMC's Responsibilities:

- 4.1 The C/BSPMC shall pay all costs involved in the performance of its responsibilities.

5. Prices:

- 5.1 For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation.
- 5.2 Prices charged by the Supplier for goods/services delivered under this Contract shall not vary from the prices quoted in its bid.

6. Terms of Payment:

- 6.1 Payments shall be made only upon a certification by the C/BSPMC Chairperson to the effect that the goods/services have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted.
- 6.2 The Supplier's request(s) for payment shall be made to the C/BSPMC in writing, accompanied by an invoice describing, as appropriate, the goods/services delivered, and by documents submitted, and upon fulfillment of other obligations stipulated in this Contract.
- 6.3 Payments must be made promptly by the C/BSPMC, but in **no case later than thirty (30) days** after the Supplier's request/s for payment. In addition, the C/BSPMC shall ensure that all accounting and auditing requirements are met prior to payment.
- 6.4 **Partial payment of the contract price will only be allowed if the contract provides for partial or staggered delivery of goods procured, and such partial payment must correspond to the value of the goods delivered and accepted;**

7. Advance Payment:

- 7.1 No advance payment shall be made for the purchase of goods except: (a) in contracts entered into by the C/BSPMC for the following services where requirement of down payment is a standard industry practice: (i) hotel and restaurant services; (ii) use of conference/seminar and exhibit areas; and (b) for procurement of goods required to address contingencies arising from natural or man-made calamities in areas where a "State of Calamity" has been declared by appropriate authorities.
- 7.2 In the case of items (a) above, a single advance payment not exceeding fifty percent (50%) of the contract amount is allowed. In the case of item (b) above, an advance payment not exceeding fifteen percent (15%) of the contract amount is allowed. All subsequent payments should first be charged against the advance payment until the latter has been fully exhausted.

8. Taxes, Duties, Insurance and Transportation:

- 8.1 The Supplier shall be entirely responsible for all the necessary taxes, duties, license fees, insurance and transportation costs and other related expenses, incurred until delivery of the contracted goods to the C/BSPMC.
- 8.2 The goods procured must be fully insured by the Supplier against loss or damage incidental to their manufacture or acquisition, transportation, storage, and delivery in the manner specified in the contract.
- 8.3 If the Supplier is required under the contract to transport the goods to a specified place of destination, defined as the Sub-project site, it will arrange and pay for the transport of the goods to such place of destination. It must also pay for insurance and storage, and related costs. These costs must be included in the contract price.

9. Standards:

The goods supplied under the contract must conform to the standards mentioned in the technical specifications, which must preferably be Philippine National Standards, or standards specified by the BPS. If there is no Philippine National Standards applicable, the goods must conform to the authoritative standards appropriate to the goods' country of origin. Such standards must be the latest issued by the concerned agency.

10. Inspection and Tests:

The C/BSPMC has the right to inspect and/or to test the goods to confirm their conformity to the contract specifications at no extra cost to it. The bidding documents and the contract must specify what inspections and tests are required by the C/BSPMC, and where these are to be conducted.

- 10.1 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. All reasonable facilities and assistance, including access to drawings and production data, must be provided by the Supplier to the inspectors at no charge to the C/BSPMC.
- 10.2 The C/BSPMC must bear its own costs and expenses incurred in connection with its attendance at inspections, including, but not limited to, all traveling and board and lodging expenses. The C/BSPMC may require the Supplier to carry out any test and/or inspection not required by the contract but deemed necessary to verify that the characteristics and performance of the goods comply with the technical specifications, codes and standards under the contract.
- 10.3 The reasonable costs and expenses incurred by the Supplier in carrying out such test and/or inspection will be added to the contract price. These tests shall be conducted by a government testing laboratory, or, where there is none for the particular item being procured, in any testing laboratory accredited by the Department of Trade and Industry (DTI). The Supplier must provide the C/BSPMC with a report of the results of any such test and/or inspection. These results will be conclusive of the quality of the items and not subject to further dispute between the parties.
- 10.4 The C/BSPMC may reject any goods or any part that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall replace such rejected goods to meet the specifications at no cost to the C/BSPMC, and shall repeat the test and/or inspection, at no cost to the C/BSPMC, upon giving a notice pursuant to the contract.
- 10.5 The Supplier shall agree in the contract that neither the execution of a test and/or inspection of the goods or any part thereof, nor the attendance by the C/BSPMC or its

representative, shall release the Supplier from any warranties or other obligations under the contract.

11. Warranty:

- 11.1 The Supplier warrants that the Goods supplied under the Contract are **new, unused, of the most recent or current models**, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the C/BSPMC provides otherwise.
- 11.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied goods.
- 11.3 For goods that entails service warranty (e.g. pre & post-harvest facilities, solar panels and the likes), in order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier either as retention money in an amount equivalent to **at least ten percent (10%) of the final payment**, or a bank guarantee equivalent to at least ten percent (10%) of the Contract Price. The said amounts shall only be released after the lapse of the applicable **warranty period as determined during the preparation of bid documents**. Provided, however, that the goods delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 11.4 The C/BSPMC shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier should, within the period specified in the contract and with all reasonable speed, repair or replace the defective goods or parts thereof, within 15 days, without additional costs to the C/BSPMC. In case the Supplier does not act upon its notice, the C/BSPMC shall select the appropriate sanction from among the following options: (a) require the supplier to return the amount paid; (b) confiscate its performance or warranty security, where applicable, (c) automatically ban the supplier in all KC-NCDDP procurements.

12. Suspension of Delivery

- 12.1 The C/BSPMC may suspend the delivery or contract implementation, wholly or partly, by written order for a certain period of time, as it deems necessary. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.
- 12.2 Work must be resumed or delivery made either upon the lifting or the expiration of the suspension order. However, if the C/BSPMC terminates the contract covered by such order, resumption of work cannot be done.

13. Delays in the Supplier's Performance:

- 13.1 Delivery of the goods/services shall be made by the Supplier within the time schedule prescribed in the Contract.
- 13.2 If delays are likely to occur at any time during the contract, the Supplier shall notify the C/BSPMC Chairperson in writing. **The C/BSPMC Chairperson may grant time extensions based on meritorious grounds.**
- 13.3 In all cases, the request for extension should be submitted before the lapse of the original delivery date. The maximum allowable extension shall not be longer than the initial delivery period as stated in the original contract.
- 13.4 In case the delay in the delivery of the goods/services **exceeds a time duration equivalent to ten percent (10%)** of the specified contract time plus any time extension

duly granted to the Supplier, the C/BSPMC may terminate this Contract, forfeit the Supplier's performance security.

14. Liquidated Damages

If the Supplier fails to satisfactorily deliver any or all of the goods/services within the period(s) specified in this Contract inclusive of duly granted time extensions, if any, the C/BSPMC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of **one (1) percent of the cost of the undelivered goods for every day of delay**. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the C/BSPMC shall terminate the Contract, without prejudice to other courses of action and remedies open to it.

15. Settlement of Disputes:

If any dispute or difference of any kind whatsoever shall arise between the C/BSPMC and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. The disagreement may also be presented to the appropriate Grievance Officer/Unit of KC-NCDDP. In case of further disagreement, either party can take the matter to arbitration in accordance with the Law governing the Contract.

16. Force Majeure:

- 16.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a force majeure.
- 16.2 For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall **not** include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier.
- 16.3 If a force majeure situation arises, the Supplier shall promptly notify the C/BSPMC in writing of such condition and the cause thereof. Unless otherwise directed by the C/BSPMC in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.

17. Termination for Default:

- 17.1 The C/BSPMC shall terminate this Contract for default when any of the following conditions attends its implementation:
 - i. The Supplier fails to deliver any or all of the goods within the period(s) specified in the contract and any time extension granted by the BSPMC and such failure amounts to at least ten percent (10%) of the contract price;
 - ii. As a result of force majeure, the Supplier is unable to deliver or perform any or all of the goods or services, amounting to at least ten percent (10%) of the contract price, for a period of not less than **thirty (30) calendar days** after the receipt of the notice from the C/BSPMC stating that the circumstance of force majeure is deemed to have ceased;
 - iii. The Supplier fails to perform any other obligation under the Contract.

- 17.2 In the event the C/BSPMC terminates this Contract in whole or in part due to default, the C/BSPMC may procure, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered, and the Supplier shall be liable to the C/BSPMC for any excess costs for such similar goods/services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

18. Termination for Insolvency

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

19. Termination for Convenience

- 19.1 The C/BSPMC, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the C/BSPMC's convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.
- 19.2 Any of the following circumstances may constitute sufficient grounds to terminate a contract for convenience:
- i. If physical and economic conditions have significantly changed so as to render the Sub-project no longer economically, financially or technically feasible, as determined by the C/BSPMC Chairperson;
 - ii. The C/BSPMC Chairperson has determined the existence of conditions that make Sub-project implementation impractical and/or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws and government policies;
 - iii. Funding for the Sub-project has been withheld or reduced by higher authorities through no fault of the C/BSPMC; or
 - iv. Any circumstance analogous to the foregoing.
- 19.3 The goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the C/BSPMC at the contract terms and prices. For the remaining goods, the C/BSPMC may elect:
- i. To have any portion completed and delivered at the contract terms and prices; and/or
 - ii. To cancel the remainder and pay to the Supplier an agreed amount for partially completed goods and services and for materials and parts previously procured by the Supplier.
- 19.4 If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the C/BSPMC which cannot be sold in the open market, it shall be allowed to recover partially from the contract, based on its actual value. The fact of loss must be established before recovery may be made.

20. Procedures for Termination of Contracts:

- 20.1 The following provisions shall govern the procedures for termination of this Contract:

- 20.2 Upon receipt of a written report of acts or causes which may constitute ground(s) for termination, or upon its own initiative, the Project Implementation Team (PIT) shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- 20.3 Upon recommendation by the PIT, the C/BSPMC Chairman **shall secure clearance from the Area Coordinator (AC)** and terminate this Contract by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
- i. That this Contract is being terminated for any of the ground(s) afore mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - ii. The extent of termination, whether in whole or in part;
 - iii. An instruction to the Supplier to show cause as to why this Contract should not be terminated; and special instructions of the C/BSPMC, if any;
 - iv. The Notice to Terminate shall be accompanied by a copy of the Verified Report;
 - v. Within a period of **five (5) calendar days** from receipt of the Notice of Termination, the Supplier shall submit to the C/BSPMC Chairman a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the **lapse of the five (5) day period**, either by inaction or by default, the C/BSPMC Chairman shall issue an order terminating this Contract;
 - vi. The C/BSPMC may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
 - vii. Within a non-extendible period of **five (5) calendar days** from receipt of the verified position paper, the C/BSPMC Chairman shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
 - viii. The Supplier must serve a written notice to the C/BSPMC of its intention to terminate the contract at **least seven (7) calendar days** before its intended termination. The Contract is deemed terminated if it is not resumed in **seven (7) calendar days after the receipt of such notice by the C/BSPMC**.

SECTION V. STANDARD BIDDING FORMS FOR GOODS

Certificate of Site Inspection for Goods **(CBPM Form D-2)**

Statement of All Completed Government and Private Goods
Contracts Similar to the Contract to be Bid
(CBPM Form D-3)

Statement of All On-Going and Completed Government and Private
Goods Contracts, Including Contracts Awarded but Not Yet Started
(CBPM Form D-4)

Net Financial Contracting Capacity Computation **(CBPM Form D-5)**

Bank Guarantee: Form of Bid Security **(CBPM Form D-6)**

Bid Securing Declaration **(CBPM Form D-7)**

Omnibus Sworn Statement (Affidavit) **(CBPM Form D-8)**

Form of Bid (for Goods) **(CBPM Form D-9)**

Draft Purchase Order for Goods **(CBPM Form D-10)**

Bank Guarantee: Performance Security **(CBPM Form D-11)**

Checklist of Bid Requirements for Bidders for Goods
(CBPM Form D-12)

CBPM Form D-2

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

CERTIFICATE OF SITE INSPECTION FOR GOODS

This is to certify that the bidder: (insert name of Registered Business Name of the Bidder) has participated in the joint site visit and inspection conducted by the Barangay Sub-Project Management Committee (C/BSPMC) on: (insert date of inspection) at (insert location of the Sub-project) for the supply of goods/services for: (insert name of Sub-project here).

This certification is issued to support the bidder's intent to bid for the above community project and shall be submitted as part of the bid requirements.

SIGNATURE OVER PRINTED NAME

C/BSPMC Chairperson

Date: _____

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____ Municipality: _____ Province: _____

Name of Sub-Project to be Bid: _____

Company Name of Bidder: _____

Statement of All Completed Government and Private Goods Contracts Similar to the Contract to be Bid

Name of the Contract or Title of the Sub-Project	a. Owner Name b. Address c. Telephone Nos.	Nature / Scope of Work	a. Amount at Award b. Amount at Completion c. Duration	a. Date of Award b. Contract Effectivity c. Date of Completion
<u>Government</u>				
<u>Private</u>				

Prepared by:

Date:

Name and Signature of Bidder

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____ Municipality: _____ Province: _____

Name of Sub-Project to be Bid: _____

Company Name of Bidder: _____

Statement of All On-Going and Completed Government and Private Goods Contracts, Including Contracts Awarded but Not Yet Started

Name of the Contract or Title of the Sub-Project	Owner's Name and Address	Nature / Scope of Work	Total Contract Value	Date of Award	Value of Outstanding Contract	Estimated Time of Completion	% Accomplishment		Contract Duration	
							Planned	Actual	Start	Completed
A) Government Contracts i. On-going ii. Awarded but not yet started B) Private Contracts i. On-going ii. Awarded but not yet started										

Prepared by:

Date:

Name and Signature of Bidder

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

Name of Sub-Project to be Bid: _____

Company Name of Bidder: _____

Net Financial Contracting Capacity Computation (For Goods)

A. Summary of the Bidder's Assets and Liabilities on the basis of the attached audited Financial Statements, stamped "RECEIVED" by the Bureau of Internal Revenue or the BIR authorized collecting agent, for the preceding calendar year.

	Year
1. Total Assets	
2. Current Assets	
3. Total Liabilities	
4. Current Liabilities	
5. Net Worth (1 – 3)	
6. Net Working Capital (2 – 4)	

B.

Net Financial Contracting Capacity	Amount
Net Working Capital (6)	
Multiply by K (10 for contract duration of one year or less, 15 for contract duration of more than one year up to two years)	
Less: Value of all outstanding and uncompleted portions of sub-projects under on-going contracts including awarded contracts to be started coinciding with contract to be bid	
Computed NFCC	

Name and Signature of Bidder
Date: _____

Authorized Signing Official

Note: Please attach the certified true copies of the audited financial statements stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent for the latest /immediately preceding calendar year.

BANK LETTERHEAD

FORM OF BID SECURITY (BANK GUARANTEE)
(FOR GOODS)

WHEREAS, _____ (hereinafter called "the Bidder") has submitted his bid dated _____ for the execution of _____ (name of contract) (hereinafter called "the Bid")

KNOW ALL MEN by these presents that We _____ (name of bank) having our registered office at _____ (hereinafter called "the Bank") are bound unto the Barangay (Name of the Barangay) Barangay Sub-Project Management Committee (hereinafter called "the Owner") in the sum of _____ (P _____) for which payment well and truly to be made to the said Owner, the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____, 201_.

THE CONDITIONS of this Obligation are:

- 1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid Form; or
2. If the bidder having been notified of the acceptance of his Bid by the Owner during the period of bid validity:
a. fails or refuses to execute the Contract in accordance with the Bidding Documents, if required; or
b. fails or refuses to furnish the Performance Security, in accordance with the Bidding Documents.
3. If the bidder refuses to accept the correction of error in his bid;

We undertake to pay to the Owner up to the above amount upon receipt of his first written demand, without the Owner having to substantiate his demand, provided that in his demand, the Owner will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date, sixty (60) days after the closing date for submission of bids as stated in the Bidding Documents or as extended by you at any time prior to this date, notice of which extension to the Bank being hereby waived, and any demand in respect thereof should reach the Bank not later than the above date.

Date: _____
Signature and Seal: _____
Name of Bank: _____
Address: _____
Witness: _____

CBPM Form D-7

BID-SECURING DECLARATION

To: The Barangay Sub- Project Management Committee of (insert name of barangay, municipality, province)

We, the undersigned, declare that:

1. 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. We accept that: (a) we will be automatically disqualified from bidding for any contract with the Kalahi CIDSS-National Community Driven Development Program (KC-NCDDP) for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) we will pay the applicable fine provided in **the Guidelines on the Use of Bid Securing Declaration** under **Section 5.6.8.2** if we have committed any of the following actions:
 - i. Withdrawn our Bid during the period of bid validity required in the Bidding Documents; or
 - ii. Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
3. We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - i. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - ii. We are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (a) we failed to timely file a request for reconsideration or (b) we filed a waiver to avail of said right;
 - iii. We are declared as the bidder with the Lowest Calculated and Responsive Bid, and we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

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

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

Doc. No. ____

Page No. ____ Book No. ____

Series of ____.

Omnibus Sworn Statement

AFFIDAVIT

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor of [Registered Business Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Sub-Project] of the Barangay _____ Barangay Sub-project Management Committee.

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the [Registered Business Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

3. [Registered Business Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

5. [Registered Business Name of Bidder] is authorizing the Barangay Sub-Project Management Committee (BSPMC) Chairperson or its duly authorized representative(s) (BAC, TWG and PT) to verify all the documents submitted;

6. Select one, delete the rest:

If a sole proprietorship: I am not related to the Barangay Sub-Project Management Committee (BSPMC) Chairperson, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the Procurement Team (PT) by consanguinity or affinity up to the first civil degree;

If a partnership or cooperative: None of the officers and members of [Registered Business Name of Bidder] is related to the Barangay Sub-Project Management Committee (BSPMC) Chairperson, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the Procurement Team (PT) by consanguinity or affinity up to the first civil degree 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 [Registered Business Name of Bidder] is related to the Barangay Sub-Project Management Committee (BSPMC) Chairperson, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the Procurement Team (PT) by consanguinity or affinity up to the first civil degree by consanguinity or affinity up to the third civil degree;

7. [Registered Business Name of Bidder] complies with existing labor laws and standards;
8. [Registered Business Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Sub-Project]; and
9. [Registered Business 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.

SIGNATURE OVER PRINTED NAME

[Bidder's Authorized Signatory]

Republic of the Philippines
Municipality of _____
Province of _____

ACKNOWLEDGEMENT

BEFORE ME, Notary Public for and the Municipality of _____, personally appeared _____ (name of bidder) with residence certificate No. _____ issued on _____ at _____ in his capacity as Authorized Signing Official or (state the designation of bidder) of _____ (name of Bidder's firm) known to me to be the same person who executed the foregoing Certification and acknowledge to me that the same is his/her true act and deeds for and behalf of the firm he/she represents.

This instrument consists of one page including this page on which the ACKNOWLEDGEMENT is written duly signed by the Authorized Signing Officer.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this _____ day of _____, 201__ at _____.

NOTARY PUBLIC
Until December ____, 201__
PTR NO. _____
Issued at _____
Issued on _____

BIDDER'S COMPANY LETTERHEAD

FORM OF BID
(For Goods)

Date: _____

To: The Barangay Sub- Project Management Committee

(insert name of barangay, municipality, province)

(Address of C/BSPMC)

We offer to execute the _____ (name of Sub-project) _____ in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of _____ (amount in words and in figures) (_____) Philippine Pesos. We propose to complete the **supply and delivery** within a period of (words and numbers) calendar days from the Start Date.

This Bid and your written acceptance will constitute a binding Contract between us. We understand that the BSPMC will award based on the Lowest Calculated and Responsive Bid/Quotation.

We hereby confirm that this Bid complies with the Validity of the Bid required by the proposal documents.

Authorized Signature: _____

Name and Designation of Signatory: _____

Name of the Firm: _____

Address: _____

Phone Number: _____

Fax number _____

CBPM Form D-10

**KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee**

Barangay: _____
Municipality: _____
Province: _____

**DRAFT PURCHASE ORDER FOR GOODS
(Community Bidding)**

Name of Supplier: (Registered Business Name)

P.O. No: (Based on number POs issued)

Address: _____

P.O Date: _____

In accordance with the canvass dated (date of quotation of the supplier) , the Barangay Sub-Project Management Committee (C/BSPMC) of Barangay _____ requests you to supply and deliver the items detailed below:

Item No.	Description / Specification	Quantity	Unit	Unit Price	Total Amount
TOTAL AMOUNT OF THIS PURCHASE ORDER					P

TERMS & CONDITIONS: Deliver to (insert specific place of delivery here) on or before insert date of delivery here. In case of delay in delivery, **1% of the price of each item not delivered will be deducted from the total amount due for each day of delay** (weekends, and holidays included). **Payment Mode is by Check** upon acceptance of completed delivery.

The following document shall be deemed to form and be read and construed as part of this Purchase Order, viz:

- Form of Bid (including detailed costing)
- Invitation to Bid
- Instruction to Bidders (for goods)
- Conditions of Contract (for goods)
- Technical Specification
- Program of Works
- Bid Security
- Delivery Schedule
- BAC Resolution of Award
- Abstract of Bids
- No Objection Letter (NOL), if applicable
- Notice of Award (signed)
- Performance Security
- Notice to Proceed

The C/BSPMC reserves the right to accept or reject any part of the items delivered which are not in accordance with the specifications.

Funds Available:

SIGNATURE OVER PRINTED NAME

Brgy. Treasurer

Date _____

Conforme: **SIGNATURE OVER PRINTED NAME**

(Name and signature of the Registered Owner)

Date _____

Inspected/Tested by: **SIGNATURE OVER PRINTED NAME**

(Monitoring and Inventory Team)

Date: _____

Received by: **SIGNATURE OVER PRINTED NAME**

(Storekeeper/Bodegero)

Date: _____

TERMS AND CONDITIONS

1. All bid prices herein are valid, binding and effective up to **insert specific date (deadline of delivery period)**.
2. **AWARDEE** shall be responsible for the source(s) of his supplies/materials/equipment shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order. Failure by the **AWARDEE** to comply with the same shall be ground for cancellation of the award and purchase order and for re-awarding the item(s) to the **ALTERNATE AWARDEE**.
3. Subject to the provisions of the preceding paragraph, where **AWARDEE** has accepted a purchase order but fails to deliver the required product(s) within the time called for in the same order, **he shall be extended a maximum of 10% of the contract duration** under liquidated damages to make good his delivery. Thereafter if **AWARDEE** has not completed delivery within the extended period, the subject purchase order shall be cancelled. The **DEFAULTING AWARDEE** is subjected to future disqualification to any KC-NCDDP procurements, without prejudice to the imposition of other sanctions.
4. All deliveries by suppliers/contractors shall be subject to inspection and acceptance by the **(C/BSPMC through insert name of representative)**. All necessary laboratory tests undertaken by the **(C/BSPMC through insert name of representative)** on the item(s) shall be for the account of the supplier/contractor.
5. Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be subject to liquidated damages, subject to the terms and conditions prescribed under paragraph 4 hereof.

6. Supplier shall guarantee his deliveries to be free from defects. Any defective item(s) / product(s) therefore that may be discovered by the **(C/BSPMC through insert name of representative)** within **twelve (12) months** after acceptance of the same, shall be replaced by the supplier with seven (7) calendar days upon receipt of a written notice to that affect.
7. A penalty of one percent (1.0%) of the total value of the remaining or undelivered product(s)/goods/works purchased shall be deducted for each day of delay in the final payment.
8. In no case shall the sum of liquidated damages exceed **ten percent (10%) of the contract amount**. If it does, the contract shall be deemed automatically terminated by the C/BSPMC, without prejudice to other courses of action and remedies available to it.
9. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's/contractor's account.

Instructions to the User:

LETTERHEAD OF BANK

PERFORMANCE SECURITY BANK GUARANTEE
(for Goods Contracts)

To: The Barangay Sub- Project Management Committee of
(insert name of barangay, municipality, province)
(Address of C/BSPMC)

WHEREAS (Registered Business Name and Address of the Supplier), hereinafter called “the **Supplier**” has undertaken, in pursuance of **Purchase Order (PO) No.** _____ dated **(insert P.O. Date)** to execute (Name of the Sub-project and Contract Description ex: Supply and delivery of Hardware Materials), hereinafter called “the Purchase Order”;

AND WHEREAS it has been stipulated by you in the said **Purchase Order (PO)** that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Purchase Order (PO);

AND WHEREAS we have agreed to give the Purchase Order such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of _____ (amount of Guarantee in words), such sum being payable in the types and proportions of currencies in which the PO Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the **Purchase Order (PO)** or of the **supply and delivery of goods** to be performed hereunder or of any of the **Purchase Order (PO)** documents which may be made between you and the **Supplier** shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of **full delivery and acceptance of the goods.**

Signature and Seal of Guarantor: _____

Name of Bank: _____

Address: _____

CBPM Form D-12

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

**CHECKLIST OF BID REQUIREMENTS FOR BIDDERS
(For Goods Contracts)**

1. ELIGIBILITY

- ___ Department of Trade and Industry (DTI) business name registration for single proprietorship;
- ___ SEC Registration Certificate for partnerships or corporations;
- ___ CDA Registration for cooperatives
- ___ Valid and current Mayor's permit/municipal license from the bidders principal place of business
- ___ Statement of experience in completing similar government and private contracts;
- ___ Statement of all ongoing and completed government and private contracts, including contracts awarded but not yet started.
- ___ Audited financial statements, stamped "received" by the BIR or its duly accredited and authorized agents, for the immediately preceding calendar year;
- ___ Computation of Net Financial Contracting Capacity (NFCC)
- ___ Certificate of Site Inspection

2. TECHNICAL PROPOSAL

- ___ Bid Security
- ___ Authority of the signing official
- ___ Delivery Schedule
- ___ Manpower Requirements, if applicable
- ___ After-sales service/parts, if applicable
- ___ Technical Specifications
- ___ **Omnibus Sworn Statement (Affidavit)**

3. FINANCIAL PROPOSAL

- ___ Form of Bid
- ___ Financial Proposal Sheet (using the ITB as a Price Schedule/Bill of Materials)
- ___ Recurring and maintenance costs, if applicable;

Prepared by:

Name and Signature of Bidder

Date: _____

ANNEX E:

STANDARD BIDDING DOCUMENTS FOR WORKS (For Community Bidding)

- Section I. Invitation to Bid**
- Section II. Instruction to Bidders**
- Section III. Bid Data Sheet**
- Section IV. Conditions of Contract**
- Section V. Bidding Forms**

STANDARD BIDDING DOCUMENTS FOR WORKS

Section I. Invitation to Bids (ITB) for Works Contracts

Section II. Instruction to Bidders for Works Contracts

Section III. Bid Data Sheet for Works Contracts

Section IV. Conditions of Contracts for Works

Section V. Standard Bidding Forms for Works

CBPM Form E-1

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

INVITATION TO BID
FOR WORKS CONTRACT

(For Advertisement, Posting and Personal Delivery)

Date: _____

The community of (Name of Barangay), through its Bids and Awards Committee (BAC) invites interested contractors to apply for eligibility and to bid for the Sub-project that received assistance from the DSWD KALAHI-CIDSS National Community Driven Development Program (KC-NCDDP).

Name of Community Sub-Project: _____

Contract Package No. _____

Interested bidders are requested to submit their offered price for the contract indicated below:

Items No.	Items of Work/Description of Work	Qty	Unit	Unit Cost	Total
	Amount in Words:				P

Prospective bidders should have experience in undertaking a similar project within the **last two (2) years** with an amount of **at least 50% of the Bid Amount**. The Eligibility Check/Screening as well as the Preliminary Examination of Bids shall use non-discretionary “pass/fail” criteria. Post-qualification of the lowest calculated bid shall be conducted.

We will only accept an offered price that is fixed and is not subject to any adjustment. Bid shall be valid for a period of sixty (60) days from the date of submission.

Bidding documents may be obtained from the Barangay Sub-Project Management Committee (C/BSPMC) Office starting (state date of issuance bidding documents)

A **pre-bid conference** will be held at the Barangay Hall on (date) at (time).

The bid shall include the following documents:

- Form of Bid
- Financial Proposal Sheet (using the ITB as a Price Schedule/Bill of Quantities)
- Valid license issued by the Philippine Contractors Accreditation Board (PCAB)

Community-Based Procurement Manual (Volume 2)

- Statement of all on-going and completed government and private contracts
- Statement on the availability of key personnel and equipment
- Bid security in the form of Cash, cashier's check, manager's check, or bank guarantee equivalent to two percent (2%) of the bid price
- Authority of the signatory (*For Corporations and Cooperatives*)
- Construction Schedule and S Curve
- Manpower Schedule and organizational chart
- Construction Methods
- List of key personnel for the project
- List of key equipment for the project
- Site Visit Certificate for Works (*issued by the BSPMC*)
- Omnibus Sworn Statement (Affidavit)
- Other document required in the instruction to bidders (if any)

All bids must be received on (date and time) and will be opened in public in the presence of bidders' representatives who choose to attend at the following address:

Kalahi CIDSS-NCDD Program

Barangay Community Project Management Committee

Barangay Hall

Barangay _____, Municipality of _____

Province of _____

The community reserves the right to reject any bid or waive any defect or formality. The lowest calculated and responsive bid shall be used as the criterion in the selection of the contractor. The community will not reimburse any expenses related to the preparation of bids.

(SGD.) SIGNATURE OVER PRINTED NAME

Chairperson, Barangay Sub-Project Management Committee

Date of Publication of ITB: _____

Date of Posting and Issuance of ITB:

Start: _____

End: _____

Note:

1. Local Government officials and those directly involved (BSPMC Chairperson, BAC & PT) in the procurement, up to the 1st degree of consanguinity or affinity are disqualified from participating as "suppliers/contractors" within the area of coverage of this sub-project.
2. Attorney-in-fact thru SPA is not allowed for sole proprietorship to sign this document. For corporations, the signatory shall be a person authorized thru a Board Resolution.
3. For suppliers/contractors/service providers, please use **ball pen** in filling up this form, otherwise, it will nullify this ITB if used as a Price Schedule/Bill of Quantities.

SECTION II. INSTRUCTION TO BIDDERS (For Works Contracts)

8. Scope of Work:

The Barangay Sub-Project Management Committee of *(Name of Barangay)*, as the Owner, invites bids for the completion of the works indicated in the Invitation to Bid in accordance with the Conditions of Contract (CC). The successful contractor will be expected to complete the works by the Required Completion Date specified in the **BDS**.

9. Eligible Bidders:

The following contractors with legal personality and capacity to undertake the contract are allowed to participate in the bidding: duly licensed sole proprietors, partnerships, corporations or cooperatives duly registered with the Cooperatives Development Authority (CDA). All bidders shall submit a valid license issued by the Philippine Contractors Accreditation Board (PCAB).

All elected Local Government officials and those directly involved (BSPMC Chairperson, BAC & PT) in the procurement, up to the 1st degree of consanguinity or affinity are disqualified from participating as “suppliers/contractors” within the area of coverage of this sub-project.

Each bidder shall submit only one Bid. All Bids submitted in violation of this rule shall be rejected. In addition, bidders are subject to eligibility verification procedures to ensure that the bidder has not been blacklisted. Contractors blacklisted by the Kalahi CIDSS-NCDDP and the PCAB are not allowed to participate.

10. Qualification of the Bidder:

To qualify for award of the Contract, a bidder shall meet the following minimum qualifying criteria (to be determined by the C/BSPMC):

- v. **Experience** in completing a single contract that is similar in nature to the works to be bid whose value must at least be **fifty percent (50%) of the Bid Amount**.
- vi. Statement of all ongoing and completed NCDDP contracts within the period specified in the Invitation to Bid (ITB), including contracts awarded but not yet started, if any.
- vii. Audited Financial Statements for the preceding calendar year;
- viii. Computation of the Net Financial Contracting Capacity (NFCC) that is at least equal to the bid amount, calculated as follows:

NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding projects under ongoing contracts, including awarded contracts yet to be started.

Where:

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

The NFCC establishes the bidder's liquidity, its capacity to absorb the additional obligations in connection with the contract to be bid and to finance its implementation/completion.

11. Site Visit and Inspection:

The bidders are required to attend the site visit or inspection of the Sub-project site organized by the Bids and Awards Committee (BAC) and to secure a Certificate of Site Inspection (**CBPM Form E-2**) issued by the C/BSPMC Chairperson which shall be presented as a requirement in the submission of bids. Prospective bidders who are not able to attend the scheduled site inspection may conduct their own inspection provided this is done before the submission of proposals.

12. Contents of Bidding Documents for Distribution to Interested Bidders:

The set of bidding documents comprises the documents listed below:

- Section 1: Invitation to Bid (ITB) (**CBPM Form E-1**)
- Section 2: Instructions to Bidders (IB)
- Section 3: Bid Data Sheet
- Section 4: Conditions of Contract
- Section 5: Standard Bidding Forms for Works and Technical Plans

13. Pre-Bid Conference:

The Bids and Awards Committee (BAC) will call for a pre-bid conference **at least seven (7) days before the deadline for the submission of bids** to discuss the different aspects of the procurement at hand, details of the contract and to clarify issues that bidders may raise. Attendance to the pre-bid conference is not compulsory and should not be a ground for the disqualification of a bidder.

The BAC may still entertain requests for clarification(s) on any part of the bidding documents or for an interpretation by prospective bidders provided the following requirements are complied with:

- i. Requests for clarification should be in writing.
- ii. Requests for clarification should be submitted to the BAC at least two (2) calendar days after the pre-bid conference.

14. Documents Comprising the Bid:

The Bid to be submitted by the bidder shall comprise the following documents (as applicable):

D. ELIGIBILITY DOCUMENTS

- i. Valid license issued by the Philippine Contractors Accreditation Board (PCAB).
- ii. Experience in completing contracts similar in nature to the works to be procured (**CBPM Form E-3**);
- iii. Statement of all ongoing and completed government and private contract within the period specified in the ITB, including contracts awarded but not yet started, (**CBPM Form E-4**);

- iv. Statement on the availability of key personnel that may be used for construction contracts;
- v. Statement on the availability of equipment may be used for construction contracts;
- vi. Audited Financial Statements for the preceding calendar year;
- vii. Computation of the Net Financial Contracting Capacity (NFCC) **(CBPM Form E-5)**;
- viii. Certificate of Site Inspection for Works **(CBPM Form E-2)**.

E. TECHNICAL DOCUMENTS

- i. Bid Security as to form, amount and validity period
- ii. Authority of the signatory (Board Resolution if the bidder is a corporation or a cooperative, a Partnership Resolution if the bidder is a Partnership);
- iii. Construction schedule (bar chart or PERT/CPM) and S-curve;
- iv. Manpower schedule (weekly or monthly scheduling of skilled and unskilled workers, including the Project Manager, Project Engineers, Materials Engineers, and Foremen);
- v. Construction methods (narrative description of how the contractor will undertake the works under the contract);
- vi. Organizational chart for the contract to be bid,
- vii. List of contractor's key personnel (viz. the Project Manager, Project Engineers, and Foremen), to be assigned to the contract to be bid, their complete qualification and experience data, and the key personnel's signed written commitment to work on the contract once awarded to the contractor **(CBPM Form E-11)**;
- viii. List of contractor's equipment units pledged for the contract to be bid, which are owned (supported by proof/s of ownership), leased, and/or under purchase agreements (with corresponding engine numbers, chassis numbers and/or serial numbers), supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the contract **(CBPM Form E-10)**;
- ix. Equipment utilization schedule (weekly or monthly scheduling of the minimum equipment required for the contract);
- x. Construction safety and health program of the contractor;
- xi. Omnibus Sworn Statement (Affidavit) **(CBPM Form E-8)**

F. FINANCIAL DOCUMENTS

- i. Form of Bid **(CBPM Form E-9)**
- ii. Financial Proposal Sheet (using the ITB as the Bill of Quantities)
- iii. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used, indicating also the direct and indirect costs, in coming up with the bid; and
- iv. Cash flow by the quarter and payments schedule.

9. Bid Price:

The bidder shall complete the appropriate price schedule in the financial proposal sheet for all items of work described in the drawings and specifications listed in the Bill of Quantities. The Contract shall be for the whole works as described in the Invitation to Bid and shall be based on the unit and total price of work items indicated in the Bill of Quantities. **Bids not providing all of the required items shall be considered non-responsive and, thus, automatically disqualified. Where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean**

that it is being offered for free to the Government. All fees and taxes payable by the bidder under the Contract shall be included in the rates, prices, and total price bid submitted.

Prices quoted by the bidder shall be fixed for the duration of the contract and not subject to variation or price escalation on any account. In cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the government, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

10. Bid Security:

The bidder shall furnish a bid security with every bid. It must be operative on the date of bid opening. **Failure to enclose** the required bid security in the form and amount prescribed by the community shall **automatically disqualify the bid** concerned.

The bid security shall be in any of the following forms, with the corresponding required amount:

FORM OF BID SECURITY	MINIMUM AMOUNT
a. Cash, cashier’s check, manager’s check, or	2% of Bid
b. Bank guarantee confirmed by a reputable local bank; or	2 % of Bid
c. Bid Securing Declaration	

However, Bid Securing Declarations may be used in lieu of bid security for contracts costing below 2M for procured through community bidding. **Bid Securities in the form of cash, manager’s check or cashier’s check must be deposited in the C/BSPMC Account.** All checks and bank guarantees shall be issued in favor of the C/BSPMC of the community/barangay. Personal checks and Surety Bond are not acceptable as bid security. Bank guarantee as bid security shall be submitted as part of the bidding documents.

A Bid Securing Declaration is an undertaking by a prospective bidder, committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the following conditions:

- i. Withdraws its bid during the period of bid validity required in the bidding documents; or
- ii. Fails or refuses to accept the award and enter into contract or perform any and all acts necessary to the execution of the contract, in accordance with the bidding documents, after having been duly notified of the acceptance of its Bid during the period of bid validity.

The Bid Securing Declaration shall comply with the standard format found in **CBPM Form E-7**. The following sanctions shall be applied in case of commission of the abovementioned acts:

- i. Automatically banned for two (2) years in all KC-NCDDP procurement activities; and
- ii. Payment of a fine equivalent to the difference between the evaluated bid price and the Estimated Budget for the Package (EBP).

10. Bid Validity:

The bid validity period should not be more than **sixty (60) calendar days** from the date of the opening of bids. The BAC may extend the period of validity of the bids and the bid securities by Community-Based Procurement Manual (Volume 2)

requesting the same in writing from all those who submitted bids before the expiry date of the same.

Bidders shall have the right to refuse the grant of such extension without forfeiting their bid securities. The bidders who refuse to grant the BAC's request for an extension of the period of validity of their bid and bid security will have the same returned to them. However, they are deemed to have waived their right to further participate in the bidding.

No bid securities shall be returned to bidders after the opening of bids and before contract signing, except under any of the following circumstances:

- i. When the bidders failed to comply with any of the requirements to be submitted in the bid proposal (Disqualified Bidders), or
- ii. When the bidders were post-disqualified.

Bid securities shall be returned only after the bidder with the LCRB has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period.

A bidder's bid security may be forfeited when:

- i. The bidder withdraws its bid beyond the deadline;
- ii. The bidder does not accept correction of arithmetical errors;
- iii. The bidder being considered for award does not accept the award or does not sign the contract within the period prescribed in the bidding documents;

11. Preparation and Submission of Bids:

The bidder shall prepare **one original and one duplicate copy** of the documents comprising the Bid and **shall sign all the pages of the original and duplicate copies**. The bidder shall **initial all the pages of the Bid where entries, amendments or corrections** have been made. The eligibility, technical and financial proposals must be properly marked and must be placed in a **single sealed envelope** addressed to the C/BSPMC and shall be submitted at the specified address on or before the deadline stated in the Invitation to Bid.

On the upper left-hand corner of the envelope, the bidder shall indicate his/her name and full address.

REGISTERED BUSINESS NAME

Address of the Bidder

KC-NCDDP Barangay Sub-Project Management Committee

Address of Barangay

Community Bidding (Goods or Works) for (Name of the Sub-project)

Contract Package No. _____

If the envelope is not sealed and marked as above, the C/BSPMC will assume no responsibility for the misplacement or premature opening of the Bid.

The **Procurement Team (PT)** shall receive the **sealed bids** on or before the prescribed date. The sealed bids and logbook will be placed in a bid box at C/BSPMC office inside a secure filing cabinet.

Any eligibility, technical or financial bid envelopes submitted after the deadline for submission and receipt of bids prescribed in the IB shall be declared “Late” and shall not be accepted by the Bids and Awards Committee (BAC) and shall be returned to the Bidder unopened.

12. Modification and Withdrawal of Bids:

A bidder may modify its bid, provided that this is done before the deadline for the submission and receipt of bids. If a bidder modifies its bid, it shall not be allowed to retrieve its submitted original bid. This bid must be properly identified, and marked as “**Bid MODIFICATION**”. The Bid Modification should identify and replace affected supporting document/s of the Original Bid. It should be stamped “**RECEIVED**” by the BAC. Bid modifications received after the applicable deadline will not be considered and must be returned to the bidder unopened. **Any discount should form part of the bid submission in the financial proposal.**

A bidder may, through a letter, withdraw its bid before the deadline for the receipt of bids. A bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped “RECEIVED” by the BAC before the deadline for the receipt of bids. **A bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.** A bidder that withdraws its bid prior to the deadline for submission of bids, for **justifiable cause, does not forfeit its bid security.**

15. Process to be Confidential:

Information relating to the examination, clarification, evaluation and comparison of quotations and recommendation for contract award **shall not be disclosed** until the successful bidder has been issued the Notice of Award (NOA). Any effort by a bidder to influence the BAC, PT or C/BSPMC will result in the rejection of his/her bid.

16. Opening of Bids:

The BAC will open the Bids in the presence of the bidders’ representatives who attend, at the time, date, and in the place specified in the Invitation to Bid.

The BAC shall read in public the contents of the Eligibility documents, and shall examine each prospective bidder’s eligibility requirements or statements. It shall determine the presence or absence of the required **eligibility requirements against a checklist (CBPM Form F-8)** using non-discretionary “pass/fail” criteria. The BAC shall declare prospective bidders as either “eligible” or “ineligible”, based on its findings and inform them accordingly.

The BAC may return the Eligibility, Technical and Financial Bid envelope of an “ineligible” bidder.

The BAC shall proceed with the opening of the technical proposal of the eligible bidders, to determine each bidder’s compliance with the documents that are required to be submitted for the technical component of the bid. The BAC shall check the submitted **technical documents of each bidder against a checklist (CBPM Form F-8)** of required technical documents to ascertain if they are all present, using non-discretionary “pass/fail” criteria.

If a bidder submits the required document and meets the eligibility criteria, it shall be rated “passed” for that particular requirement. Otherwise, it shall be rated as “failed”. In case one of the above-required documents in the Technical Proposal is **missing, incomplete or patently insufficient, the bid shall be declared as “failed”** and immediately returned to the bidder concerned, together with the “un-opened” Financial Proposal.

17. Evaluation and Comparison of Bids:

Immediately after determining compliance with the technical requirements, the BAC shall open the Financial Proposal of each remaining technically complying bidder whose submitted technical requirements were rated “passed” on the same day. The BAC shall determine whether **one or more of the requirements of the Financial Proposal are missing**, incomplete or patently insufficient. If the Financial Bid is complete, the BAC shall rate it “passed” and shall proceed with the evaluation of the Bid. Only bids that are determined to contain all the bid requirements for both Technical and Financial components shall be rated “passed” and shall be considered for evaluation and comparison.

After the preliminary examination of bids, the BAC shall immediately conduct a detailed evaluation of all bids rated “passed,” which shall include a consideration of the following:

- i. The bid must be complete;
- ii. The bid must be balanced;
- iii. Minor arithmetical corrections to consider computational errors and omissions shall be made to enable proper comparison of all eligible bids;
- iv. All bids shall be evaluated on equal footing.
- v. Bid prices in words, unit prices, and unit cost in the bill of quantities shall prevail in case of discrepancy.

Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, and other modifications, to identify the Lowest Calculated Bid (LCB).

18. Post-qualification:

The BAC with the assistance of the TWG verifies and validates the LCB compliance with the legal, financial and technical requirements of the bid. The legal review verifies that all required licenses and other documents submitted are in order. The technical requirements are verified to prove compliance of the works offered with the requirements of the contract and bidding documents. The financial requirements are validated to ensure that the bidder can sustain the operating cash flow of the transaction.

If the LCB passes the post-qualification, the BAC declares it as the Lowest Calculated and Responsive Bid (LCRB) and issues a Notice of Award (NOA).

If the bidder with the LCB fails to pass post qualification, the BAC shall immediately notify the said bidder in writing of its post-disqualification and the grounds for it.

Immediately after the BAC has notified the first bidder of its post-disqualification, the BAC shall initiate and complete the same post-qualification process on the bidder with the second LCB. If the second bidder passes the post-qualification, and provided that the request for

reconsideration of the first bidder has been denied, the BAC shall declare the second bidder as the bidder with the LCRB. The C/BSPMC shall then award the contract to it. If the second bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the bidder with the next LCB, and soon until the LCRB, is determined for award.

If no bidder passes post-qualification, the BAC shall issue a Resolution declaring a failure of bidding.

19. Notification of Award and Signing of Contract:

The C/BSPMC shall notify the LCRB of the award in writing prior to the expiration of the validity period of the Bid. The Notice of Award (NOA), together with the contract, will state the amount that the C/BSPMC will pay the winning bidder in consideration of the construction and execution of the works prescribed under the Contract. The BAC shall schedule the signing of the contract with the winning bidder who will then post the required performance security.

20. Performance Security:

The performance security shall be posted in favor of the community, and will be forfeited in its favor in the event that the winning bidder fails to perform any of its obligations under the contract. The winning bidder should furnish the community with the performance security in accordance with the Conditions of the Contract, within a **maximum period of five (5) calendar days** from the receipt of the NOA, and in all cases upon the signing of the contract. It must at least be co-terminus with the period of completion of the contract.

The performance security shall be in any of the following forms, with the corresponding required amount:

FORM OF PERFORMANCE SECURITY	MINIMUM AMOUNT
a. Cash, cashier's check, manager's check, or	5% of Contract Price
b. Bank guarantee confirmed by a reputable local bank;	10% of Contract Price

All checks and bank guarantees for performance security shall be issued in favor of the C/BSPMC. Cash and checks shall be deposited in the C/BSPMC Account. The winning bidder must choose which among the preferred forms it shall submit.

There shall be a corresponding change in the amount of the Performance Security posted by the winning bidder in the following instances: (a) issuance of a Variation/Change Order; (b) partial completion of works.

The C/BSPMC may release the performance security to the winning bidder after the issuance of the Certificate of Acceptance of the works, provided that there are no claims for labor and materials filed against the contractor.

19. Notice to Proceed:

Within **three (3) calendar days** from the signing of the contract and the posting of performance security, the C/BSPMC shall issue its Notice to Proceed (NTP) to the winning bidder. Unless otherwise specified in the contract, a contract is effective upon receipt of the NTP. If an effectivity date is provided in the NTP, such date shall not be later than **five (5) calendar days from issuance**.

SECTION III. BID DATA SHEET

BID DATA SHEET FOR WORKS PROCURED THROUGH COMMUNITY BIDDING

Name of Barangay Sub-Project: _____

1.0	The Sub-Project Owner is: Barangay Sub-Project Management Committee of <i>(insert Name of Barangay, Municipality, Province)</i>																					
2.0	The work/s to be procured, lot(s) and reference is/are: <i>[insert item/s of works to be procured here]</i>																					
3.0	The required completion date shall be within the approved contract duration.																					
4.0	<p>The works are: <i>(insert data here)</i></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 15%;">Item No.</th> <th style="text-align: left; width: 60%;">Item of Works</th> <th style="text-align: left; width: 25%;">Quantity</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td><td>_____</td></tr> </tbody> </table> <p style="text-align: center;">(Refer to the Approved Program of Work)</p>	Item No.	Item of Works	Quantity	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
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5.0	The Site Visit and Inspection is required on <i>(insert exact date, time and place of assembly)</i>																					
6.0	The Pre-Bid Conference is scheduled on <i>(insert exact date, time and place of meeting)</i>																					
7.0	<p>For the procurement of works, the Bidder must have completed the following:</p> <p style="margin-left: 40px;">a) Experience in completing a single contract that is similar in nature to the works to be procured whose value must at least be fifty percent (50%) of the bid amount. (CBPM Form E-3)</p>																					

<p>8.0</p>	<p>Eligibility documents shall include the following:</p> <ul style="list-style-type: none"> i. Valid license issued by the Philippine Contractors Accreditation Board (PCAB). ii. Experience in completing contracts similar in nature to the works to be procured; (CBPM Form E-3) iii. Statement of all ongoing and completed NCDDP contracts within the period specified in the ITB, including contracts awarded but not yet started; (CBPM Form E-4) iv. Statement on the availability of key personnel that may be used for construction contracts; v. Statement on the availability of equipment may be used for construction contracts; vi. Audited Financial Statements for the preceding calendar year; vii. Computation of the Net Financial Contracting Capacity (NFCC) (CBPM Form E- 5); viii. Certificate of Site Inspection. (CBPM Form E- 2)
<p>9.0</p>	<p>Technical Proposals shall include the following:</p> <ul style="list-style-type: none"> i. Bid Security as to form, amount and validity period; ii. Authority of the signatory (Board Resolution if the bidder is a corporation or a cooperative, a Partnership Resolution if the bidder is a Partnership; Construction schedule(bar chart or PERT/CPM) and S-curve; iii. Manpower schedule (weekly or monthly scheduling of skilled and unskilled workers, including the Project Manager, Project Engineers, Materials Engineers, and Foremen); iv. Construction methods (narrative description of how the contractor will undertake the works under the contract); v. Organizational chart for the contract to be bid, vi. List of contractor's key personnel (viz. the Project Manager, Project Engineers, and Foremen), to be assigned to the contract to be bid, their complete qualification and experience data, and the key personnel's signed written commitment to work on the contract once awarded to the contractor; (CBPM Form E- 11) vii. List of contractor's equipment units pledged for the contract to be bid, which are owned (supported by proof/s of ownership), leased, and/or under purchase agreements (with corresponding engine numbers, chassis numbers and/or serial numbers), supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the contract; (CBPM Form E- 10) viii. Equipment utilization schedule (weekly or monthly scheduling of the minimum equipment required for the contract); ix. Construction safety and health program of the contractor; x. Omnibus Sworn Statement (Affidavit) (CBPM Form E- 8)
<p>10.0</p>	<p>Financial proposal shall include the following:</p> <ul style="list-style-type: none"> i. Bid prices: <ul style="list-style-type: none"> a. Form of Bid (CBPM Form E- 9) b. Financial Proposal Sheet (using the ITB as the Bill of Quantities) ii. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used, indicating also the direct and indirect costs, in coming up with the bid; and iii. Cash flow by the quarter and payments schedule.

11.0	Bids shall be offered in: (select appropriate mode) [] Unit Prices [] Lump Sum [] Combination of both
12.0	The Bid Security should be based on the submitted Bid Amount to be posted in favor of C/BSPMC identified in 1.0 consistent with ITB. The form of bid security shall either be: a. Cash, cashier's check, manager's check: 2% of bid or b. Bank guarantee confirmed by a reputable local bank: 2% of bid
13.0	The bid validity period shall be no more than sixty (60) days from the date of bid opening on: <i>(insert date of bid opening)</i> .
14.0	Bids must be addressed as follows <i>The C/BSPMC Chairperson</i> <i>Barangay Community Project Committee-<u>Name of Barangay Municipality/ City/ Province</u></i> Bids may be delivered by hand, mail, or messenger/courier and must be received by the above address not later than date specified in 13.0
15.0	Bids shall be opened on <i>(insert bid opening date, time and place as published on the Invitation to Bid)</i>
16.0	The performance security shall be posted in favor of C/BSPMC. The form of performance security shall either be: a. Cash, cashier's check, manager's check:(5%) of contract price or b. Bank guarantee confirmed by a reputable local bank: 10 % of contract price Performance security validity period shall be up to the 100% completion and acceptance of the contract by the BSPMC.

Note: To be filled-up by the BAC/PT before the Issuance of Invitation to Bid, issuance of bidding documents and will form part of the Tender Documents .

SECTION IV. CONDITIONS OF CONTRACT FOR WORKS

CONDITIONS OF CONTRACT FOR WORKS

1. Definitions:

- a. Owner means the Community of (Specify the name of the Barangay, Municipality, Province) through the Barangay Sub-Project Management Committee (C/BSPMC) as represented by its Chairman.
- b. Bill of Quantities refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sum.
- c. The Completion Date is the date of completion of the Works as certified by the C/BSPMC.

The Completion date is _____. The C/BSPMC may agree to revise the Completion Date subject to prior clearance from the Regional Project Management Office (RPMO).
- d. Contract is the contract between the C/BSPMC and the Contractor to execute, complete, and maintain the Works.
- e. The Contractor is the juridical entity whose proposal has been accepted by the C/BSPMC and to whom the Contract to execute the Work was awarded.
- f. Contract Price is _____ (P_____).
- g. Contract Time Extension is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.
- h. Days are calendar days; months are calendar months.
- i. Defect is any part of the Works not completed in accordance with the Contract.
- j. Defects Liability Period is the one year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.
- k. Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- l. Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- m. **Project Supervisor** is the person appointed by the C/BSPMC and who is responsible for day to day supervising the execution of the Works and administering the Contract.

The designated Project Supervisor for this contract is _____.

- n. Specification means the description of the Works included in the Contract and any modification or addition made or approved by the C/BSPMC.
- o. The Site is located at _____.
- p. The Start Date is _____. It is the date indicated in the Notice to Proceed for commencement of the Works.
- q. The Variation is an instruction given by the C/BSPMC, which changes the scope of the original work requirements. In case of materials and drawings alteration this should have prior clearance from RPMO.
- r. Work(s) refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract.

2. Possession of Site:

- 2.1. On the contract start date, the C/BSPMC shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with the execution of the Works.
- 2.2. If the Contractor suffers delay or incurs cost from failure on the part of the C/BSPMC to give possession, the Contractor shall be given a Contract Time Extension.
- 2.3. The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.

3. The Contractor's Obligations and Responsibilities:

- 3.1 The Contractor shall carry out the Works properly and in accordance with this Contract.
- 3.2 The Contractor shall provide all supervision, labor, materials, plant and equipment, which may be required.
- 3.3 The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work.
- 3.4 The Contractor shall be responsible for the safety of all activities on the Site.
- 3.5 During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, and other relevant rules which may be applicable to the works
Among such regulations or laws are:
- 4. Employment of skilled and unskilled local labor **shall include women, where applicable, and shall receive equal compensation with men.** 100% unskilled labor force shall come from the barangay where the community project is located. The contractor shall also comply with the rules on hours and conditions of work, general health regulations, and safety and health precautions.
- 5. Traffic regulations, including provision of adequate warning signs and traffic barriers.
- 6. Environmental protection. The Contractor shall carefully plan and conduct his works in a manner, which will minimize the negative impact on the environment. In particular, the Contractor shall not interfere with or pollute in any way irrigation channels or watercourses. Borrow pits shall only be worked at the location and in particular, the pits shall be left in a condition that it is not a safety or a health hazard due to stagnant water collection.

- 6.1 The Contractor must keep the site reasonably free from all unnecessary obstruction. It must also store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works that are no longer required. Upon the issuance of the Certificate of Acceptance, the Contractor shall remove from the site, all equipment, surplus material, rubbish and temporary works of every kind. It must leave such part of the site and works clean and in a workmanlike condition to the satisfaction of the Project Supervisor.
- 6.2 Unless otherwise provided for in the contract, the contractor must turn-over to the C/BSPMC all excess, used, unused and/or reusable materials paid for in the contract such as, formworks, safety gadgets and devices, etc.

7. Subcontracting:

- 7.1 Contractor may be allowed to subcontract a material or significant portion of the contract or project, which must not exceed fifty percent (50%) of the total project cost.
- 7.2 Except if otherwise provided by the contract, the Contractor shall not subcontract any part of the works without the prior consent of the C/BSPMC Chairperson. This consent shall not relieve the Contractor of any liability or obligation under the contract.
- 7.3 All subcontracting arrangements **must be disclosed at the time of bidding**, and subcontractors must be identified in the bid submitted by the bidder. For them to be allowed to do so, subcontractors should also pass the eligibility check for the portions of the contract that they will undertake. **Permits and licenses of the subcontractor shall form part of the bidding documents.**
- 7.4 The Contractor shall be responsible for the acts, defaults and neglects of any subcontractor as fully as if these were its own acts, defaults or neglects, or those of its agents, servants or workmen.

8. Contractor's Program of Works:

- 8.1 Within **five (5) days** of the written notification of award, the Contractor shall submit to the Project Supervisor for approval a Program showing the general methods, arrangements, order, and timing for all activities of the Works. The C/BSPMC approval of the Program shall not change the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Supervisor again at any time. A revised Program will show the effect of the changes.
- 8.2 The Contractor shall provide updated Activity Schedules within **five (5) days** of being instructed by the Project Supervisor. The activities on the Activity Schedule will be coordinated with the activities of the Program.
- 8.3 The Contractor shall carry out and complete all the activities in accordance with the scope of works specified in the Contract.

9. Inspection and Tests

- 9.1 All materials, plant/s and workmanship shall be of the kind described in the contract and in accordance with the instructions of the Project Supervisor. To ensure that this is the case, these materials, plant/s and workmanship will be subjected, from time to time, to such tests as the Project Supervisor may require.
- 9.2 The Project Supervisor must, at all reasonable times, have access to the site and to all workshops and places where materials or plant are being manufactured, fabricated or prepared for the works. The Project Supervisor shall be entitled to inspect and test these materials and the plant or plants where these materials are being manufactured, fabricated, and/or prepared.
- 9.3 If, at the time and place agreed above, the materials or plant are not ready for inspection or testing, the Project Supervisor may reject these materials or the plant and must notify the Contractor of such rejection immediately. The notice must state the Project Supervisor's objection and the reasons for the objection. The Contractor, for its part, must then promptly make good the defector ensures that rejected materials or plant complies with the contract.
- 9.4 The Project Supervisor will, after consultation with the Contractor, determine all the costs incurred in the repetition of the test or tests. These costs are recoverable from the Contractor by the C/BSPMC and may be deducted from any monies due to the Contractor.

To help ensure the quality of materials being used in infrastructure projects, the Bureau of Research and Standards (BRS) of the DPWH, the DOST or the DTI shall accredit the testing laboratories that can be used in C/BSPMC infrastructure projects. All C/BSPMCs implementing infrastructure projects must use only these laboratories. Only tests done by these laboratories shall be recognized and accepted, except for the testing of new materials to be undertaken through procedures approved by the DPWH Secretary.

16. Measurement of Works:

- 16.1 The Project Supervisor must measure the value of the works actually in-place in accordance with the contract. This measurement will be the basis for the payment that will be made to the Contractor in accordance with the Statement of Work Accomplished. The Contractor shall attend or send a qualified representative to assist the Project Supervisor in making such measurement; and supply all particulars required by the Project Supervisor.

17. Contract Price and Payment:

- 11.1 The method and conditions of payment shall be specified in the contract. Any kind of payment, including advance and progress payments, must be made by the C/BSPMC as soon as possible, but in no case later than thirty (30) days after the submission of an invoice or claim by the Contractor, accompanied by documents submitted pursuant to the contract, and upon fulfillment of other obligations stipulated in the contract. The C/BSPMC must also ensure that all accounting and auditing requirements are met prior to payment.
- 11.2 Price escalation is not allowed. For the given scope of work in the contracts awarded, the price must be considered as a fixed price.
- 11.3 The first progress payment may be paid by the C/BSPMC to the contractor after **30% of the work had been accomplished**. Thereafter, payments can be made upon submission of Progress Billing or a request for payment for work accomplished. Such request for payment, including the Statement of Work Accomplished by the contractor,

must be verified by the TF or Municipal Engineer. Materials and equipment delivered on the site but not completely put in place shall not be included for payment.

- 11.4** The C/BSPMC has the right to deduct from the contractor's progress billing such amount as may be necessary to cover third party liabilities. It must not process any progress payment unless the discovered defects are corrected.

18. Advance Payment:

- 18.1** The contractor has the option to claim for advance payment equivalent to 15% of the contract price subject to the submission of a certification from the TF that equipment and materials are already on the jobsite and a bank guarantee equivalent to the amount requested within three (3) calendar days.
- 18.2** The C/BSPMC shall recover the advance payment by deducting from the progress payments until the advance is fully liquidated within the duration of the contract, and before full payment is made to the Contractor.

19. Retention Money:

- 19.1** The C/BSPMC shall deduct the "Retention money" equal to ten percent (10%) of the progress payments to cover the uncorrected discovered defects and third party liabilities. It is collected from all progress payments until works equivalent to fifty percent (50%) of the value of works, as determined by the C/BSPMC, is accomplished.
- 19.2** The "retention money" shall be due for release after the defects liability period. The Contractor may request the C/BSPMC that, instead of retention money being withheld from each progress billing, it issues in favor of the C/BSPMC, a bank guarantee in an amount equivalent to the retention money substituted for. They must also be valid for a duration to be determined by the C/BSPMC and will answer for the purpose for which the ten percent (10%) retention is intended. The refund shall not be subjected to Withholding Tax.
- 19.3** In case the community account is closed before the end of the defects liability period, as mandated by the project, the C/BSPMC shall require the Contractor to convert the retention money to bank guarantee from a reputable bank. Upon receipt of the bank guarantee the Barangay Treasurer shall prepare a Disbursement Voucher and issue a check equal to the amount of retention.

20. Final Payment:

- 20.1** The Contractor may request for final payment upon one hundred percent (100%) completion of the work. This payment will be reduced by whatever balance remains of the amount that is needed in order to return to the C/BSPMC the fifteen percent (15%) advance payment previously made.

21. Variation Orders:

- 21.1** Variation Orders may be issued by the C/BSPMC to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the "as staked plans" or construction drawings, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded.

- 21.2** A Variation Order may either be in the form of a Change Order or Extra Work Order. A **Change Order** may be issued by the C/BSPMC to cover any increase/decrease in quantities of original Work items in the contract. An **Extra Work Order** may be issued by the C/BSPMC to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract.
- 21.3** Any **cumulative Variation Order** beyond ten percent (10%) shall be subject to another Contract to be bid out if the works are separable from the original contract. However, if these adjustments are urgently necessary to complete the original scope of work, the C/BSPMC Chairperson, on the recommendation of the Technical Facilitator (TF) or the Municipal Engineer and concurrence by the Regional Program Management Office (RPMO), may authorize the Variation Order beyond ten percent (10%) but not more than twenty percent (20%).
- 21.4** The payment to the contractor for additional work under Variation Orders, must be derived based on the following:
- a. For additional/extra works duly covered by Change Orders involving work items which are exactly the same or similar to those in the original contract, the applicable unit prices of work items in the original contract shall be used.
 - b. For additional/extra works duly covered by Extra Works Orders involving network items that are not in the original contract, the unit prices will be based on the direct unit costs used in the original contract (e.g., unit cost of cement, rebars, form lumber, labor rate, equipment rental, etc.). All new components of the new work item shall be fixed prices, provided the same is acceptable to both the C/BSPMC and the Contractor. The direct unit costs of new components must also be based on the Contractor's estimate as validated by the C/BSPMC. The C/BSPMC must validate these prices through a documented canvass among three eligible suppliers in accordance with existing rules and regulations. The direct cost of the new work item must then be combined with the mark-up factor (i.e. taxes and profit) used by the Contractor in his bid to determine the unit price of the new work item.

22. Suspension of Work:

- 22.1** The C/BSPMC has the authority to suspend the work wholly or partly by written order due to the following:
- i. Force majeure or any fortuitous event; or
 - ii. Failure on the part of the contractor to:
 - a. Correct bad conditions which are unsafe for workers or for the general public;
 - b. Carryout valid orders given by the Project Supervisor;
 - c. Perform any provisions of the contract; or
 - d. Adjustment of plans to suit field conditions as found necessary during construction.
- 22.2** The contract shall specify a period of **three (3) calendar days** from date of receipt of the written order or notice for suspension of work, after which the said order may take effect and the Contractor, shall immediately comply.
- 22.3** The Contractor has the right to suspend work operation on any or all projects/activities along the critical path of activities due to any of the following:
- i. There exist right-of-way problems, that prohibit the Contractor from performing work in accordance with the approved construction schedule;

- ii. Peace and order conditions make it extremely dangerous, if not impossible, to work, such conditions having been certified in writing by the PNP station which has responsibility over the affected area;
- iii. There is a failure on the part of the C/BSPMC to deliver government–furnished materials and equipment as stipulated in the contract; or
- iv. The non-payment of the Contractor’s claim for progress billing beyond forty-five (45) Calendar days from the time the claim has been certified by the C/BSPMC Chairperson as having been supported by complete documentation, unless there are justifiable reasons which shall be communicated in writing to the Contractor.

22.4 The Contractor may suspend work **ten (10) calendar days** after the C/BSPMC Chairperson has received a written notice of the suspension of work.

22.5 Only in cases when the suspension of activities along the critical path is not due to the fault of the Contractor may the suspension of work be considered in the extension of time. In such cases, the elapsed time between the effective order suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

23. Contract Time Extension:

23.1 The contracts may be extended under the following conditions:

- i. There are additional works or other special circumstances that would entitle the Contractor to an extension of its contract;
- ii. The affected activities fall within the critical path of the PERT/CPM network;
- iii. The Contractor shall have notified the C/BSPMC that the amount of additional work or the occurrence of the special circumstance merits the extension of its contract, and that it had done so before the expiration of the contract and within thirty (30)calendar days after the start of the additional work or when the special circumstance has arisen; and;
- iv. The C/BSPMC, after due investigation and on the recommendation of the TF and the Municipal Engineer finds the request justified, determines the appropriate extension period, and approves the request of the Contractor for contract extension.

23.2 If the Contractor fails to notify the C/BSPMC within the time period provided for, it waives any claims to contract extension.

23.3 No contract extension must be given to a Contractor due to:

- i. Ordinary unfavorable weather conditions, in that such weather conditions had already been taken into consideration and anticipated in the computation of the unworkable days; and;
- ii. Inexcusable failure or negligence of the Contractor to provide the required equipment, supplies or materials.

23.4 Some special circumstances to be considered for contract time extension:

- i. Major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics;
- ii. Non-delivery on time of materials, working drawings, or written information to be furnished by the C/BSPMC;

- iii. Non-acquisition of permit to enter private properties within the right-of-way resulting incomplete stoppage of construction activities;
- iv. Region-wide or nationwide shortage of construction materials, as certified by the DTI Secretary;
- v. Region-wide or nationwide general labor strikes, as certified by the DOLE Secretary; and;
- vi. Serious peace and order problems as certified by the Municipal Chief of Police.

23.5 If a Contractor incurs a delay and wishes to request for an extension of the completion of construction period:

- i. It must submit a written request to the PIT for an extension of the completion of construction period, citing the reason/s for such delay.
- ii. The PIT shall either approve or disapprove the request for extension.
- iii. If the extension is granted, the liquidated damages shall not be imposed and the contractor will be so informed in writing.
- iv. If, however, the request for extension is denied, the PIT shall inform the Contractor in writing of such denial, and ensure that the said notice or communication is received by the latter within reasonable time from receipt of the request for extension. The C/BSPMC then imposes the liquidated damages in accordance with the provisions of the contract and the procedures outlined below.

- 23.6 Delays in Work Completion and Liquidated Damages:** The Contractor must complete the work within the period prescribed by the C/BSPMC as specified in the contract.
- 23.7** If delays are likely to occur at any time during the contract, the Supplier shall notify the C/BSPMC Chairperson in writing. The C/BSPMC Chairperson may grant time extensions based on meritorious grounds.
- 23.8** In all cases, the request for extension shall always be filed before the expiry of the original completion date. Maximum allowable extension shall not exceed the original construction period.

24. Liquidated Damages

- 24.1** When the Contractor refuses or fails to satisfactorily complete the works under the contract within the specified contract duration, plus any time extension duly granted, and is thus considered in default under the contract, it will be liable for liquidated damages for the delay. The Contractor **must pay the amount equal to one percent (1%) of the contract cost of the delayed works for every day of delay**. The liquidated damages will be imposed until such works are finally delivered or performed and accepted by the C/BSPMC.
- 24.2** The C/BSPMC need not prove that it has incurred actual damages to be entitled to liquidated damages from the Contractor, and the same shall not be by way of penalty. Such amount shall be deducted from any money due or which may become due the Contractor under the contract and/or from the retention money or other securities posted by the Contractor, whichever is convenient to the C/BSPMC.
- 24.3** In no case shall the sum of liquidated damages exceed **ten percent (10%) of the contract amount**. If it does, the contract shall be deemed automatically terminated by the C/BSPMC, without prejudice to other courses of action and remedies available to it.
- 24.4** The C/BSPMC may also take over the contract or award the same to qualified contractor through direct contracting. In addition to the liquidated damages, the erring Contractor's performance security shall also be forfeited.

25. Contract Completion:

- 25.1** Once the project reaches an accomplishment level of ninety-five percent (95%) of the total contract amount, the C/BSPMC Chairperson shall create an Inspectorate Team to conduct preliminary inspection and to submit a punch-list within a period of **fifteen (15) calendar days**. This punch-list will contain, among others, the remaining works, work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. The Contractor shall complete the items in the punch-list in preparation for the final turnover of the project. If the contractor fails to satisfactorily complete the remaining works, the Technical Facilitator together with the Project Supervisor shall decide on the amount payable to the Contractor and issue a payment certificate.

- 25.2 The Contractor shall request the C/BSPMC to issue a certificate of completion of the Works upon completion of the punch-list. The Technical Facilitator and Project Supervisor will recommend such a certificate when he determines that the work is satisfactorily completed. The C/BSPMC shall take possession of the site within seven (7) days upon issuance of certificate of completion of the Works.
- 25.3 The Contractor shall supply the TF and/or Municipal Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The BSPMC shall issue a Defects Liability Certificate after the Contractor has fulfilled its obligation under the Contract and certify any final payment that is due to the Contractor within **fifteen (15) days of** receiving the Contractor's account if it is correct and complete.
- 25.4 The contractor have the option to withdraw the amount equal to the Retention Money, provided that he shall post a bank guarantee equal to the amount. Upon receipt of the Bank Guarantee, the C/BSPMC shall issue a Certificate of Completion.

26. Warranty and Defects Liability Period

- 26.1 A warranty is required to ensure that the Contractor will correct structural defects and failures.
- 26.2 A one-year period after the completion of the project, called the defects liability period, is observed until final acceptance by the C/BSPMC.
- 26.3 The Contractor shall assume full responsibility for the contract work within the defects liability period and shall be held responsible for any damage or destruction of the works except those occasioned by force majeure. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the infrastructure projects on account of the use of materials of inferior quality within ninety (90) days from the time the C/BSPMC Chairperson has issued an order to undertake repair.
- 26.4 The Defects Liability Period shall be extended for as long as defects remain uncorrected. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified.
- 26.5 In case of Contractor's failure or refusal to correct a defect within the time specified by the order, the C/BSPMC shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred upon demand at the cost of the contractor. The Project Supervisor will assess the cost of having the defect corrected. The C/BSPMC shall recover these amounts by deducting from the amounts due to the Contractor.
- 26.6 Any Contractor who fails to comply with the preceding paragraphs shall be banned from participating in any KC-NCDDP projects.
- 26.7 After final acceptance of the project, the Contractor shall be held responsible for structural defects and/or failure of the completed project within the warranty period **(as provided in Sec 62 of the Revised IRR 9184)** from final acceptance, except those occasioned by force majeure and those caused by other parties.

27. Termination of Contract for Default:

- 27.1 The C/BSPMC Chairperson may terminate a contract for default when any of the following conditions attend its implementation:
 - i. Due to the Contractor's fault and while the project is on-going, it has incurred **negative slippage of fifteen percent (15%) or more**;

- ii. Due to the Contractor's fault and after the contract time has expired, it has incurred a negative slippage of ten percent (10%) or more in the completion of the work; or
- iii. The Contractor:
 - a. Abandons the contract works, refuses or fails to comply with a valid instruction of the Project Supervisor or fails to proceed expeditiously and without delay despite a written notice by the C/BSPMC ;
 - b. Does not actually have on the project site the minimum essential Equipment listed on the bid necessary to execute the works in accordance with the approved work plan and equipment deployment schedule as required for the project;
 - c. Does not execute the works in accordance with the contract or persistently or flagrantly neglects to carry out its obligations under the contract;
 - d. Neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable; or
 - e. **Sub-contracts any part of the contract works without approval by the C/BSPMC.**

27.2 The Technical Facilitator and Project Supervisor shall issue a certificate for the value of the work completed and for the materials already ordered LESS the advance payments received up to the date of the issuance of the certificate. If the total amount payable to the C/BSPMC exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor to the C/BSPMC.

27.3 The rescission of the contract shall be accompanied by the confiscation by the C/BSPMC of the Contractor's performance security which shall be used by the C/BSPMC for the remaining works or for further improvement of the community project. The Contractor will also be recommended for banning in all KC-NCDDP procurements. The Contractor shall be paid based on actual value.

28. Termination of Contract for Unlawful Acts:

28.1 The C/BSPMC may terminate the contract in case it is determined prima facie that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- i. Corrupt, fraudulent, collusive and coercive practices;
- ii. Drawing up or using forged documents;
- iii. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- iv. Any other act analogous to the foregoing.

28.2 The Contractor shall be paid based on actual value of works.

29. Termination of Contract at the Instance of the Contractor:

29.1 The Contractor may terminate its contract with the C/BSPMC if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:

- i. Failure of the C/BSPMC to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of the contract; **or**
- ii. The prosecution of the work is disrupted by the adverse peace and order situation, as certified and approved by the Municipal Chief of Police.

- 29.2** The Contractor must serve a written notice to C/BSPMC of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the C/BSPMC Chairperson.
- 29.3** In cases of termination, the C/BSPMC shall return to the Contractor its performance security and shall pay unpaid claims based on actual value of works.

30. Termination of Contract for Convenience:

- 30.1** The C/BSPMC Chairperson, by written notice sent to the Contractor, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the C/BSPMC's convenience, the extent to which performance of the Contractor under the contract is terminated, and the date upon which such termination becomes effective.
- 30.2** Any of the following circumstances may constitute sufficient grounds to terminate contract for convenience:
- i. If physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible, as determined by the C/BSPMC Chairperson;
 - ii. The C/BSPMC Chairperson has determined the existence of conditions that make project implementation impractical and/or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws and government policies;
 - iii. Funding for the project has been withheld or reduced by higher authorities through no fault of the C/BSPMC;
 - iv. Failure of the C/BSPMC to acquire the necessary right-of-way; or
 - v. Any circumstance analogous to the foregoing.

31. Termination of Contract due to Force Majeure:

- 31.1** Either party may terminate the Contract by giving a thirty (30) day notice to the other for events beyond the party's control, such as wars and acts of God such as earthquakes, floods, fires, etc.

32. Settlement of Disputes:

- 32.1** The C/BSPMC and the Contractor shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. The disagreement may also be presented to appropriate Grievance Officer/Unit of KC-NCDDP. In case of further disagreement either party can take the matter to arbitration in accordance with the Law governing the Contract.

SECTION V. STANDARD BIDDING FORMS FOR WORKS

Certificate of Site Inspection for Works **(CBPM Form E-2)**

Statement of All Completed Government and Private Construction Contracts Similar to the Contract to be Bid **(CBPM Form E-3)**

Statement of All On-Going and Completed Government and Private Construction Contracts, Including Contracts Awarded but Not Yet Started **(CBPM Form E-4)**

Net Financial Contracting Capacity Computation **(CBPM Form E-5)**

Bank Guarantee: Form of Bid Security **(CBPM Form E-6)**

Bid Securing Declaration **(CBPM Form E-7)**

Omnibus Sworn Statement (Affidavit) **(CBPM Form E-8)**

Form of Bid **(CBPM Form E-9)**

List of Construction Equipment **(CBPM Form E-10)**

List of Key Construction Personnel **(CBPM Form E-11)**

Curriculum Vitae of Key Personnel **(CBPM Form E-12)**

Draft Contract Agreement **(CBPM Form E-13)**

Bank Guarantee: Performance Security **(CBPM Form E-14)**

Checklist of Bid Requirements for Bidders for Works **(CBPM Form E-15)**

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

CERTIFICATE OF SITE INSPECTION FOR WORKS

This is to certify that the bidder: (insert name of bidder) has participated in the joint site visit and inspection conducted by the Barangay Sub-Project Management Committee (C/BSPMC) on: (insert date of inspection) at (insert location of the Sub-project) for the completion of works for: (insert name of Sub-project here).

This is to further certify that the bidder has visited the known source of aggregates and other indigenous construction materials and has scouted labor force available in the area.

This certification is issued to support the bidder's intent to bid for the above community Sub-project and shall be submitted as part of the bid requirements.

SIGNATURE OVER PRINTED NAME

C/BSPMC Chairperson

Date: _____

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
 Office of the Barangay Sub-Project Management Committee

Barangay: _____ Municipality: _____ Province: _____

Name of Sub-Project to be Bid: _____ Company Name of Bidder: _____

Statement of All Completed Government and Private Construction Contracts Similar to the Contract to be Bid

Name of the Contract or Title of the Sub-Project	d. Owner Name e. Address f. Telephone Nos.	Nature / Scope of Work	d. Amount at Award e. Amount at Completion f. Duration	d. Date of Award e. Contract Effectivity f. Date of Completion
<u>Government</u>				
<u>Private</u>				

Prepared by:

Date:

 Name and Signature of Bidder

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____ Municipality: _____ Province: _____

Name of Sub-Project to be Bid: _____ Company Name of Bidder: _____

Statement of All On-Going and Completed Government and Private Construction Contracts, Including Contracts Awarded but Not Yet Started

Name of the Contract or Title of the Sub-Project	Owner's Name and Address	Nature / Scope of Work	Total Contract Value	Date of Award	Value of Outstanding Contract	Estimated Time of Completion	% Accomplishment		Contract Duration	
							Planned	Actual	Start	Completed
A) Government Contracts iii. On-going iv. Awarded but not yet started B) Private Contracts iii. On-going iv. Awarded but not yet started										

Prepared by:

Date:

Name and Signature of Bidder

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____
 Municipality: _____
 Province: _____

Name of Sub-Project to be Bid: _____
 Company Name of Bidder: _____

Net Financial Contracting Capacity Computation (For Works)

- A. Summary of the Bidder's Assets and Liabilities on the basis of the attached audited Financial Statements, stamped "RECEIVED" by the Bureau of Internal Revenue or the BIR authorized collecting agent, for the preceding calendar year.

	Year
1. Total Assets	
2. Current Assets	
3. Total Liabilities	
4. Current Liabilities	
5. Net Worth (1 – 3)	
6. Net Working Capital (2 – 4)	

- B.

Net Financial Contracting Capacity	Amount
Net Working Capital (6)	
Multiply by K (10 for contract duration of one year or less, 15 for contract duration of more than one year up to two years)	
Less: Value of all outstanding and uncompleted portions of sub-projects under on-going contracts including awarded contracts to be started coinciding with contract to be bid	
Computed NFCC	

 Name and Signature of Bidder
 Date: _____

 Authorized Signing Official

Note: Please attach the certified true copies of the audited financial statements stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent for the latest /immediately preceding calendar year.

BANK LETTERHEAD

**FORM OF BID SECURITY (BANK GUARANTEE)
(FOR WORKS)**

WHEREAS, _____ (hereinafter called "the Bidder") has submitted his bid dated _____ for the execution of _____ (name of contract) (hereinafter called "the Bid")

KNOW ALL MEN by these presents that We _____ (name of bank) having our registered office at _____ (hereinafter called "the Bank") are bound unto the _____ of _____ (P_____) for which payment well and truly to be made to the said Owner, the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____, 201_.

THE CONDITIONS of this Obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid Form; or
2. If the bidder having been notified of the acceptance of his Bid by the Owner during the period of bid validity:
 - a. fails or refuses to execute the Contract in accordance with the Bidding Documents, if required; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the Bidding Documents.
3. If the bidder refuses to accept the correction of error in his bid;

We undertake to pay to the Owner up to the above amount upon receipt of his first written demand, without the Owner having to substantiate his demand, provided that in his demand, the Owner will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date, sixty (60) days after the closing date for submission of bids as stated in the Bidding Documents or as extended by you at any time prior to this date, notice of which extension to the Bank being hereby waived, and any demand in respect thereof should reach the Bank not later than the above date.

Date: _____

Signature and Seal: _____

Name of Bank: _____

Address: _____

Witness: _____

CBPM Form E-7

BID-SECURING DECLARATION

To: The Barangay Sub- Project Management Committee of *(insert name of barangay, municipality, province)*

We, the undersigned, declare that:

- 1 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 We accept that: (a) we will be automatically disqualified from bidding for any contract with the Kalahi CIDSS - National Community Driven Development Program (KC-NCDDP) for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, if we have committed any of the following actions:
 - i. Withdrawn our Bid during the period of bid validity required in the Bidding Documents; or
 - ii. Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
- 3 We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - i. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - ii. We are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (a) we failed to timely file a request for reconsideration or (b) we filed a waiver to avail of said right;
 - iii. We are declared as the bidder with the Lowest Calculated and Responsive Bid, and we have furnished the performance security and signed the Contract.

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

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

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

Witness my hand and seal this __ day of [month] [year].

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, [date issued], [place issued]
IBP No. __, [date issued], [place issued]

Doc. No. ____
Page No. ____ Book No. ____
Series of ____.

Omnibus Sworn Statement

AFFIDAVIT

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

1. *Select one, delete the other:*

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

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

2. *Select one, delete the other:*

If a sole proprietorship: As the owner and sole proprietor of [Registered Business Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Sub-Project] of the Barangay _____ Barangay Sub-project Management Committee.

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the [Registered Business Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

3. [Registered Business Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

5. [Registered Business Name of Bidder] is authorizing the Barangay Sub-Project Management Committee (BSPMC) Chairperson or its duly authorized representative(s) (BAC, TWG and PT) to verify all the documents submitted;

6. *Select one, delete the rest:*

If a sole proprietorship: I am not related to the Barangay Sub-Project Management Committee (BSPMC) Chairperson, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the Procurement Team (PT) by consanguinity or affinity up to the first civil degree;

If a partnership or cooperative: None of the officers and members of [Registered Business Name of Bidder] is related to the Barangay Sub-Project Management Committee (BSPMC) Chairperson, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the Procurement Team (PT) by consanguinity or affinity up to the first civil degree 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 [Registered Business Name of Bidder] is related to the Barangay Sub-Project Management Committee (BSPMC) Chairperson, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the Procurement Team (PT) by consanguinity or affinity up to the first civil degree by consanguinity or affinity up to the third civil degree;

7. [Registered Business Name of Bidder] complies with existing labor laws and standards;
8. [Registered Business Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Sub-Project]; and
9. [Registered Business 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.

SIGNATURE OVER PRINTED NAME

[Bidder's Authorized Signatory]

Republic of the Philippines
Municipality of _____
Province of _____

ACKNOWLEDGEMENT

BEFORE ME, Notary Public for and the Municipality of _____, personally appeared _____ (name of bidder) with residence certificate No. _____ issued on _____ at _____ in his capacity as Authorized Signing Official or (state the designation of bidder) of _____ (name of Bidder's firm) known to me to be the same person who executed the foregoing Certification and acknowledge to me that the same is his/her true act and deeds for and behalf of the firm he/she represents.

This instrument consists of one page including this page on which the ACKNOWLEDGEMENT is written duly signed by the Authorized Signing Officer.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this _____ day of _____, 201__ at _____.

NOTARY PUBLIC
Until December ____, 201____
PTR NO. _____
Issued at _____
Issued on _____

BIDDER'S COMPANY LETTERHEAD

FORM OF BID
(Bid Offer Letter for Works)

Date: _____

To: The Barangay Sub- Project Management Committee of
(insert name of barangay, municipality, province)
(Address of C/BSPMC)

We offer to execute the _____ (name of Sub-project) in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of (amount in words and in figures) (_____) Philippine Pesos. We propose to complete the Contract within a period of (words and numbers) calendar days.

This Bid and your written acceptance will constitute a binding Contract between us. We understand that the BSPMC will award based on the Lowest Calculated and Responsive Bid/Quotation.

We hereby confirm that this Bid complies with the Validity of the Bid required by the proposal documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Phone Number: _____

Fax number _____

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
 Office of the Barangay Sub-Project Management Committee

Barangay: _____
 Municipality: _____
 Province: _____

Name of Project to be Bid: _____

Company Name of Bidder: _____

List of Construction Equipment (For Works Contracts)

Description	Model/Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership / Lessor or Vendor
A. Owned							
1.							
2.							
3.							
B. Leased							
1.							
2.							
C. Under Purchase Agreements							
1.							
2.							

Prepared by:

Date:

Name and Signature of Bidder

CBPM Form E-11

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

Name of Project to be Bid: _____ **Company Name of Bidder:** _____

LIST OF KEY CONSTRUCTION PERSONNEL (For Works Contracts)

No.	Position	Total Related Work Similar Experience (years)	Experience in Similar Works (years)
1			
2			
3			
4			
5			
6			
7			

Please attach Organizational Chart showing lines of communications as well as communications plan for managing communications with key stakeholders.

Prepared by:

Date:

Name and Signature of Bidder

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____
Municipality: _____
Province: _____

Name of Sub-Project to be Bid: _____
Company Name of Bidder: _____

CURRICULUM VITAE OF KEY PERSONNEL (For Works Contracts)

Position:		
Personnel information	Name:	Date of birth:
	Professional qualifications:	
Present employment	Name of employer:	
	Address of employer:	
	Telephone:	Contact: (manager / personnel officer)
	Fax:	E-mail:
	Job title:	Years with present employer:

Summarize professional experience over the last 10 years, in reverse chronological order. Indicate particular experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Prepared by:

Date:

Name and Signature of Key Personnel

Note: Please prepare one for each key personnel. All CVs must be signed and dated.

**DRAFT CONTRACT AGREEMENT
FOR WORKS
(Community Bidding)**

AGREEMENT

This Agreement, made the ____ day of _____ 201__, by and between Barangay _____ (name of Barangay) Sub-Project Management Committee (C/BSPMC) with official address at _____ (address) herein represented by _____ (name of C/BSPMC Chairperson) hereinafter called "the Owner")

and

_____ (name of firm) with official address at _____ represented by _____ (Name of Authorized Signing Official) hereinafter called "the Contractor") of the other part.

Whereas the Owner is desirous that the Contractor execute the _____ (Name of Contract hereinafter called "the Works")

And the Owner has accepted the bid/quotation submitted by the Contractor for the execution and completion of such Works and 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 hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. The following document shall be deemed to form and be read and construed as part of this Agreement, viz: (Note: select only appropriate method and applicable documents):

For Community Bidding (CB)

- Form of Bid (incl. detailed costing)
- Invitation to Bid
- Instruction to Bidders (for works)
- Conditions of Contract (for works)
- Engineering Drawings
- Technical Specification
- Program of Works/Scope of Works
- Bid Security
- Schedule of Construction
- List of Equipment/Personnel
- BAC Resolution of Award
- Abstract of Bids
- No Objection Letter (NOL)
- Notice of Award (conforme signed)
- Performance Security
- Notice to Proceed

- 4 In consideration of the payments to be made by the Owner to the Contractor as hereinafter mentioned, the Contractor hereby covenants with Owner to execute and complete the works within (Contractor's proposed duration or approved sub-project duration whichever is lower) calendar days and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 5 The Owner hereby covenants to commits to pay the Contractor in consideration and completion of the Works and remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed this ____ day of _____ 201_.

For the Contractor

For the Owner

SIGNATURE OVER PRINTED NAME
Registered/Authorized Signing Officer

SIGNATURE OVER PRINTED NAME
C/BSPMC Chairperson

SIGNATURE OVER PRINTED NAME
Barangay Treasurer

Republic of the Philippines
Municipality of _____

ACKNOWLEDGEMENT

BEFORE ME, Notary Public for and the Municipality of _____, personally appeared _____ (name of C/BSPMC Chairman) with residence certificate No. _____ issued on _____ at _____ in his capacity as Chairman of Community Project Management Committee of Barangay _____ (name of barangay) and _____ (name of manager/owner) with residence certificate No. _____ issued on _____ at _____ in his capacity as manager/owner of _____ (name of firm) known to me to be the same person who executed the foregoing Contract and Agreement and they acknowledge to me that the same is their true act and deeds for and behalf of the party they represent.

This instrument consists of (three) pages including this page on which the ACKNOWLEDGEMENT is written duly signed by the Contracting Parties and their witnesses.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seals this ____ day of _____, 201_ at _____.

NOTARY PUBLIC
Until December ____, 201__
PTR NO. _____
Issued at _____
Issued on _____
Doc. No. _____
Page No. _____
Book No. _____
Series of _____

LETTERHEAD OF BANK

BANK GUARANTEE: PERFORMANCE SECURITY

To: **The Barangay Sub- Project Management Committee**

(insert name of barangay, municipality, province)

(Address of C/BSPMC)

WHEREAS _____ (Name and Address of Contractor), hereinafter called "the Contractor" has undertaken, in pursuance to **Contract** dated _____ to execute (Name of Contract and brief description of works), hereinafter called "the Contract";

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (amount of Guarantee in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall be valid until the date of completion and acceptance of the contract.

Signature and Seal of Guarantor: _____

Name of Bank: _____

Address: _____

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

Name of Sub-Project: _____ Company Name of Bidder: _____

**CHECKLIST OF BID REQUIREMENTS FOR BIDDERS
(For Works Contracts)**

1. ELIGIBILITY

- _____ Valid license issued by the Philippine Contractors Accreditation Board (PCAB);
- _____ Statement of experience in completing similar government and private contracts;
- _____ Statement of all ongoing and completed government and private contracts, including contracts awarded but not yet started
- _____ Statement on the availability of key personnel that may be used for construction contracts;
- _____ Statement on the availability of equipment may be used for construction contracts;
- _____ Audited financial statements, stamped "received" by the BIR or its duly accredited and authorized agents, for the immediately preceding calendar year;
- _____ Computation of Net Financial Contracting Capacity (NFCC)
- _____ Certificate of Site Inspection

2. TECHNICAL PROPOSAL

- _____ Bid Security
- _____ Authority of the signing official
- _____ Construction schedule (bar chart or PERT/CPM) and S-curve;
- _____ Manpower schedule;
- _____ Construction methods;
- _____ Organizational chart for the contract to be bid;
- _____ List of contractor's key personnel;
- _____ List of contractor's equipment units pledged for the contract to be bid;
- _____ Equipment utilization schedule;
- _____ Construction safety and health program of the contractor;
- _____ Omnibus Sworn Statement (Affidavit),

3. FINANCIAL PROPOSAL

- _____ Form of Bid (Bid Offer Letter);
- _____ Financial Proposal Sheet (using the ITB as a Price Schedule/Bill of Quantities)
- _____ Detailed estimates including a summary sheet indicating the unit prices
- _____ Cash flow by the quarter and payments schedule.

Prepared by:

SIGNATURE OVER PRINTED NAME

Bidder

Date: _____

ANNEX F:

PROCUREMENT DOCUMENTS FOR COMMUNITY BIDDING FOR GOODS AND WORKS

Procurement Preparation Meeting Notice **(CBPM Form F-1)**

Record of Procurement Preparation Meeting **(CBPM Form F-2)**

Acknowledgement Receipt for Personal Serving of ITB
(CBPM Form F-2A)

Pre-Bid Conference Notice **(CBPM Form F-3)**

Record of Pre-Bid Conference **(CBPM Form F-4)**

Record of Bid Opening **(CBPM Form F-5)**

Supplemental/Bid Bulletin **(CBPM Form F-6)**

Checklist of Pass/Fail Bidding Requirements for BAC for Goods
(CBPM Form F-9)

Checklist of Pass/Fail Bidding Requirements for BAC for Works
(CBPM Form F-10)

Abstract of Bids Form for Works **(CBPM Form F-11)**

Post-qualification Report for Works **(CBPM Form F-12 Works)**

Post-qualification Report for Goods **(CBPM Form F-12 Goods)**

BAC Resolution to Award **(CBPM Form F-13)**

Notice of Award **(CBPM Form F-14)**

Notice to Proceed **(CBPM Form F-15)**

No Objection Letter Review Report **(CBPM Form F-16)**

Guidelines in Evaluating Performance of Suppliers and Contractors
Evaluation Form **(CBPM Form F-17)**

CBPM Form F-1

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

PROCUREMENT PREPARATION MEETING NOTICE

Date of Issuance:

Name of the Addressee:

Address of the Addressee:

Dear Sir / Madame:

Notice is hereby given to all participants that the procurement preparation meeting for (insert name of Sub-project), has been set on (insert date and time of the conference) at the (insert venue of the conference).

For the information and guidance of all concerned.

Very truly yours,

Name of BAC Chairman
Chairman, BAC

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

**RECORD OF PROCUREMENT PREPARATION MEETING
(For Goods/Works)**

Present were:

The procurement preparation meeting for (insert name of the contract), held at (insert venue of the conference), was called to order at (insert time of the start of the conference) on (insert date of the conference), and was presided by the (insert name of BAC Chairman/Vice Chairman).

1. Agenda:

- Discuss the overview of the Sub-project, its technical specifications/program of works;
- Review of the approved CPP;
- Report the status of previously procured packages; if applicable
- Roles and functions of each Community Volunteers in the conduct of each Procurement activity
- Review the eligibility requirements, technical and financial components;
- Discuss the bid evaluation procedures and evaluation criteria;
- Review post-qualification procedures;
- Identify possible causes of failure of bidding and devise mitigating measures to prevent them.
- Review of the list of Possible Suppliers and Contractors for the Package.
- Decide on the schedule of each Procurement activity
- Preparation of the bidding documents
- Review and signing of bidding documents;

2. Others:

- Discuss other requirements in the Invitation to Bid;
- Possible replies to the bidders' queries about the requirements;
- ACT/MCT Coaching and mentoring sessions for Community Volunteers (as needed)
- Discussion on other matters relevant to actual procurement.

There having no other remaining topics for discussion, the procurement preparation meeting adjourned at (insert time of the adjournment).

Prepared by:

Noted by:

SIGNATURE OVER PRINTED NAME
Procurement Team Member

SIGNATURE OVER PRINTED NAME
BAC Chairman

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

Contract Package No. _____

Name of the Sub-project: _____

**ACKNOWLEDGEMENT RECEIPT
FOR PERSONAL SERVING OF THE INVITATION TO BID**

This is to acknowledge receipt of the Invitation to Bid (ITB) **served by** _____,
_____, _____ Procurement Team members of
C/BSPMC _____ (Name of Barangay /Municipality).

(SIGNATURE OVER PRINTED NAME OF REGISTERED OWNER OR AUTHORIZED REPRESENTATIVE)

(REGISTERED BUSINESS NAME OF THE CONTRACTOR/SUPPLIER)

Date Served/Received: _____

Note:

1. *Every Contractor/Supplier shall have a separate AR in either half or whole bond paper.*
2. *Only those PT members who actually served the quotation/s will be reflected in the “served by” portion.*
3. *Please use ball pen in filling-up this form, otherwise it will not be honored.*

CBPM Form F-3

**KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee**

Barangay: _____

Municipality: _____

Province: _____

PRE-BID CONFERENCE NOTICE

Date of Issuance

Name of the Addressee

Address of the Addressee

Dear Sir / Madame:

Notice is hereby given to all eligible bidders that the pre-bid conference for (insert name of the contract), has been set on (insert date and time of the conference) at the (insert venue of the conference).

For the information and guidance of all concerned.

Very truly yours,

SIGNATURE OVER PRINTED NAME

BAC Chairman

Received by the Bidder:

SIGNATURE OVER PRINTED NAME

Designation: _____

Date Received: _____

CBPM Form F-4

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

RECORD OF PRE-BID CONFERENCE

Present were:

_____	_____
_____	_____
_____	_____
_____	_____

The pre-bid conference for *(insert name of the contract)*, held at *(insert venue of the conference)*, was called to order at *(insert time of the start of the conference)* on *(insert date of the conference)*, and was presided by the *(insert name of BAC Chairman / Vice Chairman)*.

1. Business Matters:

- Presentation on the technical and financial components of the Bid, including the explanation of the different documents to be submitted by each bidder;
- Discussion on the requirements in the Instructions to Bidders, the replies to the bidders' queries about the requirements, specifications and other conditions of the Sub-project, the bid evaluation of all bidders and post-qualification evaluation of the lowest calculated bidders.
- Reminders on the warranty requirement of the Sub-project
- Etc.

2. Noted comment/reaction from the BAC representatives and bidders:

There having no other remaining topics for discussion, the pre-bid conference adjourned at *(insert time of the adjournment)*.

Prepared by:

Noted by:

SIGNATURE OVER PRINTED NAME

Procurement Team Member

SIGNATURE OVER PRINTED NAME

BAC Chairman

CBPM Form F-5

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

RECORD OF OPENING OF BIDS

Present were:

_____	_____
_____	_____
_____	_____
_____	_____

The bid opening for *(insert name of the contract)*, held at *(insert venue of the bid opening)*, was called to order at *(insert time of the start of the bid opening)* on *(insert date of the bid opening)*, and was presided by the *(insert name of BAC Chairman / Vice Chairman)*.

1. Declaration of Quorum of the BAC
2. Business Matters:
3. Opening, Examination of Bids and Determination of Responsiveness
4. Reading of Bids and the Estimated Budget for the Package (EBP)

D. Contractors' Bids

Bidder's Name	Name/Type of Bid Security	Amount of Bid Security	Amount of Bid as Read
1.			
2.			
3.			

E. Estimated Budget for the Package (EBP) = _____

F. Noted comment/reaction from the BAC representatives/bidders:

There having no other bids to be read and clarification to be made, the meeting (bid opening) adjourned at *(insert time for adjournment)*.

Prepared by:

Noted by:

SIGNATURE OVER PRINTED NAME

Procurement Team Member

SIGNATURE OVER PRINTED NAME

BAC Chairman

CBPM Form F-6

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

SUPPLEMENTAL/BID BULLETIN NO. _____

Date: _____

To: All concerned participating prospective bidders:

This Supplemental/Bid Bulletin is issued to modify or amend items in the Bidding Documents as follows:

(For postponement of bid opening date)

The opening of bids scheduled for (insert date, time and venue of original bid opening date) is hereby postponed to (insert date, time and venue of revised bid opening date)

(For changes in quantities or specifications)

The following are the revisions: A revised Invitation to Bid and Bid Form are issued due to changes in insert changes in quantity or specifications of some items as follows:

Item	Description	Unit	Original (Quantity / Specifications)	Revised (Quantity /Specifications)

(For other changes or modification in the bid, insert additional information here)

This shall form an integral part of the Bidding Documents.

(or for clarification to bidder's queries)

In response to a query stated as "_____ (quote query here) _____", this Addendum is issued to modify or amend the Bidding Documents as follows:

(insert additional information here)

This shall form an integral part of the Bidding Documents.

All other provisions not herein modified shall remain in full force and effect. For the guidance and information of all concerned.

SIGNATURE OVER PRINTED NAME

BSPMC Chairperson

Date: _____

CBPM Form F-9

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

CHECKLIST OF PASS/FAIL BIDDING REQUIREMENTS FOR BAC
(For Goods Contracts)

Name of Sub-Project: _____

Registered Business Name of Bidder: _____

REQUIREMENTS	PASS/FAIL	Remarks
I. ELIGIBILITY		
Department of Trade and Industry (DTI) business name registration, SEC Registration Certificate, CDA Registration		
Valid and current Mayor's permit/municipal license from the bidders principal place of business		
Statement of experience in completing similar government and private contracts		
Statement of all ongoing and completed government and private contracts including contracts awarded but not yet started		
Audited financial statements, stamped "received" by the BIR or its duly accredited and authorized agents, for the immediately preceding calendar year		
Computation of Net Financial Contracting Capacity (NFCC)		
Certificate of Site Inspection		
II. TECHNICAL PROPOSAL		
Bid Security		
Authority of the signing official		
Delivery Schedule		
Manpower Requirements, if applicable		
After-sales service/parts, if applicable		
Technical Specifications		
Omnibus Sworn Statement (Affidavit)		
III. FINANCIAL PROPOSAL		
Financial proposal sheet (ITB used as the Price Schedule)		
Detailed estimates including a summary sheet indicating the unit prices		
Cash flow by the quarter and payments schedule		

Note: The absence of any one of the documents shall render a bidder ineligible and disqualified to bid for the particular procurement.

Prepared by:

Noted by:

SIGNATURE OVER PRINTED NAME

Procurement Team Member

SIGNATURE OVER PRINTED NAME

BAC Chairman

CBPM Form F-10

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

**CHECKLIST OF PASS/FAIL BIDDING REQUIREMENTS FOR BAC
(For Works Contracts)**

Name of Sub- Project: _____ Company Name of Bidder: _____

REQUIREMENTS	PASS/ FAIL	Remarks
I. ELIGIBILITY		
Valid license issued by the Philippine Contractors Accreditation Board (PCAB)		
Statement of experience in completing similar government and private contracts		
Statement of all ongoing and completed government and private contracts including contracts awarded but not yet started		
Statement on the availability of key personnel that may be used for construction contracts		
Statement on the availability of equipment may be used for construction contracts		
Audited financial statements, stamped "received" by the BIR or its duly accredited and authorized agents, for the immediately preceding calendar year		
Computation of Net Financial Contracting Capacity (NFCC)		
Certificate of Site Inspection		
II. TECHNICAL PROPOSAL		
Bid Security		
Bid Securing Declaration		
Authority of the signing official		
Construction schedule (bar chart or PERT/CPM) and S-curve		
Manpower schedule		
Construction methods		
Organizational chart for the contract to be bid		
List of contractor's key personnel		
List of contractor's equipment units pledged for the contract to be bid		
Equipment utilization schedule		
Construction safety and health program of the contractor		
Omnibus Sworn Statement (Affidavit)		

III.FINANCIAL PROPOSAL		
Financial proposal sheet (ITB used as a Bill of Quantities)		
Recurring and maintenance costs, if applicable		

Note: *The absence of any one of the documents shall render a bidder ineligible and disqualified to bid for the particular procurement.*

Prepared by:

Noted by:

SIGNATURE OVER PRINTED NAME

Procurement Team Member

SIGNATURE OVER PRINTED NAME

BAC Chairman

CBPM Form F-11

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

ABSTRACT OF BIDS FOR WORKS

- 1. Name of Sub-Project: _____
- 2. Estimated Budget for the Package: _____
- 3. Contract Duration: _____
- 4. Bidders

CONTRACTOR'S NAME	SUBMITTED BID PRICE	EVALUATED BID PRICE	RANKING

- 5. Any issues (to be) discussed or clarified with the bidder before finalization of contract. Give details.

Signatures of Evaluators:

TWG Members Present

Date: _____

CBPM Form F-12 (Works)

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

**POST-QUALIFICATION REPORT
(FOR WORKS)**

Name of Sub-Project: _____

Name of Bidder with Lowest Calculated Bid: _____

Date of Post-qualification: _____

RESULTS OF INVESTIGATION

Test of Contractor’s Qualification

Conduct review of awardees’ general eligibility qualifications based on the Instruction to Bidders

Test of Contractor’s Technical & Organizational Capability

Check the minimum construction personnel, tools, equipment and required schedule Contractor’s experience (2 years) in similar project

Test of Contractor’s Financial Capability

Check the NFCC (NFCC should be at least equal to the Bid Amount)

Bid Security in the Form of Bank Guarantee

If the submitted bid security is in the form of **Bank Guarantee**, validate its authenticity with the bank who issued the document. The PT/BAC shall request the Bank Manager to issue a certification to attest the authenticity of the issued Bank Guarantee.

Contractor’s Reputation in the Community

Check if the contractor has a good standing/reputation in the community or nearby Municipalities

Form to be filled up in conducting the Post-Qualification Evaluation:

REQUIREMENTS	Documentary Review (Check whether the document submitted matches the original documents or in accordance w/ required documents)	POST-QUALIFICATION (Review computation, validate the submitted documents at the office who issued the documents, and others)	PASS or FAIL?
I. ELIGIBILITY			
Valid license issued by the Philippine Contractors Accreditation Board(PCAB)			
Statement of experience in completing similar government and private contracts			

Statement of all ongoing and completed government and private contracts including contracts awarded but not yet started			
Statement on the availability of key personnel that may be used for construction contracts			
Statement on the availability of equipment may be used for Construction contracts			
Audited financial statements, stamped "received" by the BIR or its duly accredited and authorized agents, for the immediately preceding calendar year			
Computation of Net Financial Contracting Capacity (NFCC)			
Certificate of Site Inspection			
II. TECHNICAL PROPOSAL			
Bid Security			
Authority of the signing official			
Construction schedule(bar chart or PERT/CPM) and S-curve			
Manpower schedule			
Construction methods			
Organizational chart for the contract to be bid			
List of contractor's key personnel			
List of contractor's equipment units pledged for the contract to be bid			
Equipment utilization schedule			
Construction safety and health program of the contractor			
Omnibus Sworn Statement (Affidavit)			
III.FINANCIAL PROPOSAL			
Form of Bid			
Financial proposal sheet (ITB used as the Bill of Quantities)			
Recurring and maintenance costs, if applicable			

TECHNICAL WORKING GROUP MEMBERS:

Noted by:

Approved by:

SIGNATURE OVER PRINTED NAME

BAC Chairman

Date: _____

SIGNATURE OVER PRINTED NAME

C/BSPMC Chairperson

CBPM Form F-12 (Goods)

**KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee**

Barangay: _____
Municipality: _____
Province: _____

**POST-QUALIFICATION REPORT
(FOR GOODS)**

Name of Sub-Project: _____
Name of Bidder with Lowest Calculated Bid (LCB): _____
Date of Post-qualification: _____

RESULTS OF INVESTIGATION

Test of Contractor’s Qualification

Conduct review of the general eligibility qualifications of the supplier with the lowest calculated bid based on the Instruction to Bidders such as expertise and experience, DTI business registration, permits and licenses.

Site Inspection of the Bidder’s Place of Business

Conduct site inspection of the bidder’s place of business and may also conduct testing/inspection of goods/products, after-sales and/or maintenance capabilities.

Test of Contractor’s Financial Capability

Check the NFCC (NFCC should be at least equal to the Bid Amount)

Bid Security in the Form of Bank Guarantee

If the submitted bid security is a **Bank Guarantee**, validate its authenticity with the bank who issued the document. The PT/BAC shall request the Bank Manager to issue a certification to attest the authenticity of the issued Bank Guarantee.

Contractor’s Reputation in the Community

Check if the supplier has a good standing/reputation in the community or nearby Municipalities

Form to be filled up in conducting the Post-Qualification Evaluation:

REQUIREMENTS	Documentary Review (Check whether the document submitted matches the original documents or in accordance w/ required documents)	POST-QUALIFICATION (Review computation, validate the submitted documents at the office who issued the documents, and others)	PASS or FAIL?
--------------	--	---	---------------

I. ELIGIBILITY			
Department of Trade and Industry (DTI) business name registration, SEC Registration Certificate, or CDA Registration			
Valid and current Mayor's permit/municipal license from the bidder's principal place of business			
Statement of experience in completing similar government and private contracts			
Statement of all ongoing and completed government and private contracts including contracts awarded but not yet started			
Audited financial statements, stamped "received" by the BIR or its duly accredited and authorized agents, for the immediately preceding calendar year			
Computation of Net Financial Contracting Capacity (NFCC)			
Certificate of Site Inspection			
II. TECHNICAL PROPOSAL			
Bid Security			
Authority of the signing official			
Delivery Schedule			
Manpower Requirements, if applicable			
After-sales service/parts, if applicable			
Technical Specifications			
Omnibus Sworn Statement (Affidavit)			
III. FINANCIAL PROPOSAL			
Financial proposal sheet (ITB used as a Price Schedule)			
Detailed Estimates including a summary sheet indicating the unit prices			
Cash flow by the quarter and payments schedule			

TECHNICAL WORKING GROUP MEMBERS:

Noted by:

Approved by:

SIGNATURE OVER PRINTED NAME
BAC Chairman

SIGNATURE OVER PRINTED NAME
C/BSPMC Chairman

Date: _____

CBPM Form F-13

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

BAC RESOLUTION TO AWARD

WHEREAS, the Invitation to Bid for the contract (*insert the name of the contract*) has been issued to interested bidders.

WHEREAS, in response to the invitation, (*insert the number of contractors*) submitted their bids.

WHEREAS, the result of the evaluation is as follows:

NAME OF BIDDERS	BID AMOUNT AS READ	BID AS EVALUATED
1.		
2.		

WHEREAS, the Estimated Budget for the Package (EBP) for this contract is _____ (P_____).

WHEREAS, in the evaluation of the BAC, the bid of (*Registered Business Name of bidder with lowest calculated and responsive bid*) in the amount of _____ (P_____) is found to be the lowest calculated and responsive bid, and is the most advantageous to the Barangay.

WHEREAS, this community Sub-project is partly financed by the _____ (*state name of donor e.g. World Bank, Asian Development Bank, etc*).

NOW, THEREFORE, THE BIDS AND AWARDS COMMITTEE AFTER A THOROUGH DELIBERATION, RESOLVED TO RECOMMEND AS IT HEREBY RECOMMENDS TO ACCEPT THE BID AND AWARD THE CONTRACT TO: _____
IN THE TOTAL AMOUNT OF _____ PESOS (P_____).

Done in the Barangay of _____ this _____ day of 201_.

BIDS AND AWARDS COMMITTEE MEMBERS:

SIGNATURE OVER PRINTED NAME

SIGNATURE OVER PRINTED NAME

SIGNATURE OVER PRINTED NAME

BAC Chairperson

Approved By:

SIGNATURE OVER PRINTED NAME

C/BSPMC Chairperson

Date: _____

CBPM Form F-14

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

Office of the Barangay Sub-Project Management Committee

Barangay: _____

Municipality: _____

Province: _____

Date: _____

NOTICE OF AWARD

Sir/Madam:

Name of Sub-project: _____

The above contract is hereby awarded to you according to the terms and conditions of your bid as contained in your proposal submitted to us in the amount of _____ (P_____).

In accordance with the provisions of the Bidding Documents, you are instructed to enter into and execute the Contract Agreement with us and to furnish us the following documents, which will form part of the Contract Agreement within **five (5) calendar days** upon receipt of this Notice of Award.

- a. Performance Security shall be callable on demand, co-terminus with the community project and shall either be in the form prescribed as follows:
 - iii. Cash, Manager's Check, Cashier's Check, - Five Percent (5%) of the total contract price;
 - iv. Bank Guarantee – Ten Percent (10%) of the total contract cost price
- b. Construction Schedule and S curve.

Very truly yours,

SIGNATURE OVER PRINTED NAME

Chairperson, Barangay Community Project Management Committee

CONFORME:

SIGNATURE OVER PRINTED NAME

Registered Owner of the Contractor

CBPM Form F-15

**KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
Office of the Barangay Sub-Project Management Committee**

Barangay: _____

Municipality: _____

Province: _____

Date: _____

NOTICE TO PROCEED

Sir/Madam:

Community Sub-Project Title: _____

Pursuant to your Contract Agreement dated _____ with the Barangay Community Project Management Committee for the (Name of Community Sub-Project) of Barangay _____ under the Kalahi CIDSS-NCDDP, you are hereby directed to start the work within **7 days upon receipt of this notice** in accordance with the provisions of the Contract Documents.

Please acknowledge receipt of this Notice to Commence.

SIGNATURE OVER PRINTED NAME

C/BSPMC Chairperson

Date: _____

Received Original on: _____ (Date)

By: **SIGNATURE OVER PRINTED NAME**
Contractor's Authorized Representative

Designation: _____

KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM

NO OBJECTION LETTER (NOL) REVIEW REPORT

C. DOCUMENTS SUBMITTED

Item No.	Date submitted at ACT	DOCUMENTS	REMARKS
		TECHNICAL	
		Approved POW & Approved Engineering Plans	
		Minutes of the Pre-Procurement Conference	
		Invitation to Quote/Bid (<i>Newspaper clippings or a copy of the posted invitation</i>)	
		Acknowledgement Receipt for Personal Serving of ITB	
		Certification of Posting in conspicuous places and government offices	
		Affidavit of Publication (<i>From the Newspaper Company</i>)	
		Minutes of Pre-Bid Conference	
		Minutes of Bid Opening	
		Abstract of Bids	
		Minutes of the Evaluation of Bids	
		Post qualification Report	
		Form of bid	
		Financial Proposal Sheet (ITB used as Bill of Quantities or Price Schedule)	
		Program of Works of Recommended Contractor/Bidder to include summary sheet showing unit prices of materials, labor rates and rentals	
		Plans	
		Official Receipt (equipment proposed to be used for the contract)	
		Certificate of registration (to support owning the equipment for proposed equipment to be used)	
		Schedule of Utilization of Equipment	
		List of similar projects undertaken for the last two years	
		Omnibus Sworn Statement (Affidavit)	
		Notarized Affidavit for Defects Liability Commitment	
		Certificate of Site Inspection (<i>For bidder recommended for award</i>)	
		List of Technical Personnel	
		Construction Methods (itemized and with safety procedures)	
		Bid Data Sheet	
		PS Mark License (for Pipes)	
		FINANCIAL	
		ITR Audit Statement (<i>for bidder recommended for award</i>)	

		Bid Security <i>(for bidder recommended for award)</i>	
		NFCC <i>(for bidder recommended for award)</i>	
		LEGAL	
		Contractor's License or Temporary Certificate of Renewal <i>(For expired license)</i>	
		Resolution to Award	
		SEC Registration with Articles of Incorporation (for Corporations)	
		Authority of the Signatory (in case of representative)	
		Contracts <i>(To support projects undertaken for the last 2 years)</i>	
		Certificate of Acceptance <i>(To support projects undertaken for the last 2 yrs)</i>	
		Affidavit of Undertaking (<i>To support in the list of Technical Personnel)</i>	

D. COMMUNITY SUB-PROJECT INFORMATION:

I. Background

A. **Name of Community/Barangay Sub-Project:** _____

B. **Physical Description/Indicators:** _____

C. **Location:** _____

D. **Items/Package Procured subject for NOL:**

Item No.	Description of Work or Goods	Quantity	Unit

E. **Method of Procurement Used:** _____

F. **Estimated Budget for the Package (EBP): Php.** _____

G. **Name of bidder recommended for award:** _____

H. **Amount in this contract: Php.** _____

I. **Aggregate Contract Amount for this contractor as of _____:** Php. _____

(Attached detailed list of contracts awarded and status of each contract)

For RPMO NOL

For NPMO NOL

For WB/ADB NOL

II. Procurement Preparation Meeting

 (To be taken from the minutes of the Procurement Preparation Meeting. Capture all the necessary information like items to be procured, method of procurement, dates of procurement processes, etc.)

III. Invitation to Bid

 (Date of Publication, Name of Newspaper, Number of suppliers/contractors who were issued with ITB, Details of Pre-bid Conference & Bid Opening)

IV. Pre-bid Conference

 (To be taken from the minutes of the Pre-bid Conference. Capture all the necessary information like the technical requirements of the bidding, name/s of contractors present, date and place of the pre-bid conference)

V. Opening of Bids

 (To be taken from the minutes of the Bid Conference. Capture all the necessary information like what transpire in the bidding like are there late bidders, are there complaints, date and place of the bid opening, etc.)

Name of Bidders	Bid Offered	Bid Security		REMARKS
		Amount	Form	

VI. Evaluation of Bids

(To be taken from the minutes of the Evaluation of Bids. Capture all the necessary information like are there disqualified bidders, bid security not conforming to the requirement, etc)

Name of Bidders	Bid as Evaluated	Pass or Fail based on Pass/Fail Criteria	Remarks
Conclusion			

VII. Post-Qualification Evaluation

(What, Who, When, Where, How was the post qua conducted? Summarize the post-qualification activity conducted, indicate pour overall assessment and conclusion). Attach minutes/Proceedings of Post-Qualification Evaluation.

VIII. BAC Recommendation of Award

(To be taken from the Resolution to Award) What are the bases for award or disqualifying the bidders? Mention the circumstances why it was not awarded to the lowest, second lowest, etc. as the case maybe.)

C. OBSERVATION/S

(Are there complaints? what are they? Is the procurement process followed? If not what are the deviations? What other information/s you want to know?)

Prepared by:

Noted:

Technical Facilitator/LGU Engineer

Area Coordinator

Date: _____

Date: _____

CPO/RPO SECTION:

VALIDATION REPORT:

RECOMMENDATION/s:

If for RPMO NOL:

Reviewed by:

Community Procurement Officer (CPO)

Date: _____

Endorsed by:

Regional Procurement Officer (RPO)

Date: _____

If for NPMO/WB NOL:

Reviewed by:

Community Procurement Officer (CPO)

Date: _____

Regional Procurement Officer (RPO)

Date: _____

Endorsed by:

NPMO Community Procurement Specialist

Date: _____

GUIDES IN FILLING UP NOL REVIEW FORM:

1. Indicate what are the technical, financial and legal documents submitted by the bidder in reference to the checklist of documents for RPMO/NPMO/WB/ADB NOL.
2. Indicate the title of the community Sub-project and its Sub-project type
3. Describe the physical aspect of the community Sub-project and its indicators (How many units, what is the length, thickness, width, etc....)
4. Indicate the barangay, municipality and province.
5. Indicate the item number, Description of the Items of Work, Quantity and Unit of the package/s procured subject for NOL.
6. Indicate the method of procurement used
7. Indicate the approved budget for the package/s subject for NOL
8. Indicate the name of the bidder recommended for award
9. Indicate the amount in this contract

10. Indicate the aggregate amount (Total amount of contracts of the bidder recommended for award from the previous KALAHI contracts within the municipality to include this contract subjected for NOL.
11. Indicate if the NOL issuance is for RPMO, NPMO or World Bank.
12. Extract from the minutes of the Procurement Preparation Meeting useful information such as items to be procured, method of procurement, dates for the publication of the ITB, dates of the pre-bid conference, dates of the opening of bids, etc.....)
13. Describe what newspaper it was published, check if all of the items of works subjected for NOL was published, official receipt of the publication, affidavit from the publisher that it was published.
14. Extract from the minutes of the pre-bid conference useful information such as date, time and place of the bid opening, technical requirements of the bidding, agreement made, criteria for the award, etc....
15. Extract from the minutes of the bid opening useful information such as late bidders, bid offered, bid security, complaints, date and time of actual bidding, etc.....
16. Fill up in the matrix with the name of bidders, bid offered, bid security (amount & form), remarks (other information not found in the matrix)
17. Extract from the minutes of the Evaluation of Bids necessary information such as criteria for award, disqualified bidders and its reason for disqualification, etc....
18. Fill up in the matrix with name of bidders, bid price corrected, results of the pass/fail criteria, result on the bid evaluation, remarks (other information not found in the matrix) Make a conclusion regarding the process and result of the bid evaluation.
19. Post-Qualification

Examples:

Documents	Based on Documentary Review	Based on Post-Qualification.	Status (Pass/fail)
I. TECHNICAL			
a. List of Community Projects undertaken	Check if the community projects undertaken are supported with contract and certificate of acceptance	Interview the client if it is true that the bidder has a project with them and what is his performance.	<p>Pass: If the bidder was able to support with contract and certificate of acceptance for every community project undertaken and if it is true upon validation that he has a project undertaken based on the list and has a positive feedback from their client.</p> <p>Fail: If the bidder was not able to support with contract and certificate of acceptance of the community projects undertaken and if found out in validation that he has no project undertaken or if there is negative feedback from their client.</p>

b. List of Technical Personnel	Check if it is supported with affidavit of undertaking from the persons listed in the Technical Personnel	Interview with the person listed in the Technical Personnel, if it is true that they connected to the bidder.	<p>Pass: If the bidder was able to support with affidavit of undertaking for every person listed in the Technical Personnel and if found out in the validation that they are employed to the bidder.</p> <p>Fail: If the bidder was not able to support with affidavit of undertaking and found out in the validation that the persons listed are not employed to the bidder.</p>
c. List of Equipment Owned	Check if there is a deed of sale, Official Receipt and Certificate of Registration (For dump trucks and other equipment which is registered in the LTO)	Check with the LTO if equipment in the list are registered.	<p>Pass: If bidder was able to support with deed of sale, Certificate of Registration and Official Receipt.</p> <p>Fail : If bidder failed to support it with deed of sale, Certificate of Registration (For Dump Truck) and Official Receipt (For DT)</p>
d. List of equipment lease	Check if supported with lease contract and Official Receipt and Certificate of Registration.	Interview the lessor if the rental is true.	<p>Pass: If bidder was able to support it with Lease Contract, Official Receipt (For DT & others), Certificate of Registration (For DT & others)</p> <p>Fail : If bidder failed to support it with Lease Contract Agreements and its Certificate of Registration (For Dump Truck) and Official Receipt (For DT)</p>
II. FINANCIAL			
a. Income Tax Return	Check if supported with Financial Audit Statement	Check BIR if the Income Tax Return Copy is authentic.	<p>Pass: If bidder has an authentic ITR</p> <p>Fail: If bidder failed to support it with Audit Statement and has inauthentic ITR.</p>
b. Bid Security	Check if the form and amount is acceptable.	Check it with the bank or bonding company if the bid security is authentic	<p>Pass: If the bidder has submitted an acceptable and authentic bid security.</p> <p>Fail: If the bidder has not submitted acceptable and authentic bid security.</p>
Bid Securing Declaration	Check if the format is based on the our CBPM	Check if the bid securing declaration is signed by the registered owner and notarized	<p>Pass: If the bidder has submitted if the format is based on the CBPM, signed and notarized.</p> <p>Fail: If the bidder has submitted not in the format, signed nor notarized.</p>

c. Net Financial Contracting Capacity (NFCC)	Check the computation, if his NFCC is equal or more than the contract for bid.	Check if bidder has on-going community project not included in the computation, ITR and Audit Statement are authentic.	Pass: If the NFCC is equal or more than the contract for bid. Fail: If NFCC is less than the contract for bid, then require credit line.
d. Credit Line	Check its substance and amount should not be less than 10% of the contract	Check with the bank the authenticity of the credit line	Pass: If the bidder has an authentic and acceptable credit line Fail: If the bidder has no authentic and acceptable credit line.
III. LEGAL			
a. Contractor's License	Check if the contractor's license is expired and if expired did he attach certificate of temporary renewal of license.	Check if bidder has license and if expired license he has certificate of temporary renewal.	Pass: If the bidder has contractor license and if expired it should be supported with certificate of temporary renewal of license. Fail: If the bidder has no license or expired license but not supported with certificate of temporary renewal.
b. SEC Registration	Check if supported with articles of incorporation	Check if in the articles of incorporation its business is within their primary and secondary purpose.	Pass: If the SEC registration is supported with Articles of Incorporation and validated that their business is within their primary and secondary purpose.
c. Authority of the signatory (<i>intended for Corporation and Cooperative</i>)	Check if the authority of the signatory of the board resolution if it is a corporation.	Validate if the corporation has issued a board resolution allowing its employee to represent the corporation.	Pass: If validated that the corporation or cooperative has issued a board resolution through or a Secretary's Certificate authorizing an employee to represent the corporation or cooperative. Fail: If validated that the owner has not issued an authority or board of directors has not issued a resolution allowing employee to represent.

GUIDELINES IN EVALUATING PERFORMANCE of SUPPLIERS and CONTRACTORS

Rationale

The KC- NCDDP is a fast-paced/time-bounded project. Community projects are funded as these are immediate needs of the communities. Therefore, in the provision of goods and services, service providers such as suppliers and contractors should comply strictly with the provisions of the contract to immediately expedite the completion of the community projects.

In order to facilitate management of suppliers and contractors doing business with the communities, the project shall establish procedures for evaluating, documenting, and reporting the supplier/contractor's performance under a contract for purchase of goods, performance of services, consulting, construction or improvement of facilities. These procedures shall include a process for performance appraisal, communication of feedback to vendors, forms and documentation requirements.

Why Evaluate the Supplier/Contractor?

1. To improve communication and relationship with suppliers/contractors;
2. To improve supplier performance by way of awareness and feedback on key performance criteria and service improvement areas;
3. To have more reliable material quality and availability and/or better service;
4. To document supplier performance to be used as basis for future transactions and discussions with the supplier

Purposes

1. To provide the BSPMC with objective information on which judgments relating to source selection can be based; and,
2. To enable the BSPMC to provide the supplier with an indication of his performance rating and where improvements, if any, are required.

Criteria for Evaluation

1. Quality
2. Delivery
3. Price
4. Technical Support
5. Management Attitude

Who will evaluate?

The evaluators will come from the heads of the Procurement Team, Monitoring and Inspection Team and from the Project Implementation Team. The evaluation report will be approved by the BSPMC Chairperson to be collected by the CEF and submitted to the TF for consolidation.

The Rating

The rating to be used will be a combination of weighted-point system and categorical method. Depending on the established range based on the points assigned in each criterion, a corresponding category will be assigned based on the total number of points.

Assigned Points:

Criteria	Points
Quality: <i>Contract performance within the required specification.</i>	40
Delivery: <i>Contract execution within the required duration.</i>	20
Price: <i>Contract Price within the Estimated Budget and prevailing market rate.</i>	20
Compliance to Environmental Laws: <i>Compliance to the ESMP and other applicable environment rules.</i>	10
Technical Support: <i>Availability of post sub-project technical support (e.g. after sales support for goods, provisions of Technical Assistance during the defects liability period)</i>	5
Management Attitude: <i>Pleasant/fair in dealing with the Community Volunteers</i>	5
Total	100

Categorical Rating:

- Very Good - 90-100
- Satisfactory - 50-89
- Unsatisfactory- 0-49

Blacklisting

The purpose of blacklisting is to protect the project from risks associated with awarding contracts to persons or firms having exhibited an inability or unwillingness to fulfill contractual obligations, and to protect the project's interests and the integrity of the procurement process by preventing individuals or firms who have displayed improper conduct from participating on project requirements for specific periods of time.

Sanction/s

1. Any supplier/contractor that has incurred an UNSATISFACTORY rating in a particular barangay shall not be allowed to participate in any procurement in that barangay;
2. Any supplier/contractor's that has incurred two (2) UNSATISFACTORY ratings in a particular Municipality shall not be allowed to participate in any DSWD KC-NCDDP procurement in that Municipality; and,
3. Any supplier/contractor's that has incurred three (3) UNSATISFACTORY ratings in a particular region shall not be allowed to participate in any DSWD - KC- NCDDP procurement in any region.

Discussion

The evaluation procedures must be discussed with the suppliers and or contractors during contractors' conference/meeting or pre-bidding conferences.

The Form and Guides in Filling-up

The evaluation form and guides is found on the succeeding page.

CBPM Form F-17

SUPPLIER / CONTRACTOR EVALUATION FORM

Date : _____

Barangay : _____ Municipality : _____

Province : _____ Region : _____

Contract for : ____ GOODS ____WORKS (Please check what type of contract)

Method of Procurement Used: _____ Shopping _____(Bidding)

Name of Supplier/ Contactor: _____

Address of Supplier/Contactor: _____

Assigned Points:

Criteria	Points	Rating
Quality	40	
Delivery	20	
Price	20	
Compliance to Environmental Laws	10	
Technical Support	5	
Management Attitude	5	
Total	100	

Categorical Rating:

- Very Good - 90-100
- Satisfactory - 50-89
- Unsatisfactory- 0-49

Rated by:

SIGNATURE OVER PRINTED NAME _____
Head, Procurement Team

SIGNATURE OVER PRINTED NAME _____
Head, Project Implementation Team

SIGNATURE OVER PRINTED NAME _____
Head, Monitoring & Inspection Team

Approved by:

SIGNATURE OVER PRINTED NAME _____
BSPMC Chairperson

ANNEX G: PROCUREMENT MONITORING FORMS

**COMMUNITY PROCUREMENT MONITORING CHECKLIST:
(CBPM FORM G-1)**

**COMMUNITY PROCUREMENT COMPLIANCE MONITORING REPORT:
(CBPM FORM G-2)**

**COMMUNITY PROCUREMENT PERFORMANCE MONITORING REPORT:
(CBPM FORM G-3)**

**CONSOLIDATED PROCUREMENT COMPLIANCE AND PERFORMANCE
MONITORING REPORT:
(CBPM FORM G-4)**

CBPM FORM G-1

**KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
COMMUNITY PROCUREMENT MONITORING CHECKLIST**

Name of Barangay Sub-Project: _____
 Location: Barangay: _____ Municipality: _____ Province: _____

Package No. _____

Contract Cost: _____

Contract Duration: _____

Contract Start Date: _____ Target Completion Date: _____

Type of Procurement: () Goods () Works () Services

Method of Procurement: () Community Bidding () Community Shopping

() Community Direct Contracting () Others, specify _____

Please check the availability of the following documents by method of procurement. For required documents that are not available, please explain the reason in the remarks column. Please prepare three copies, one copy for the C/BSPMC, one copy for the ACT, one copy for the RPMO.

Date Prepared: _____

Documentary Requirement	Date Prepared/ Approved	Availability				Responsible Person		Remarks
		@ Barangay		@ ACT		@ Barangay	@ ACT	
		Yes	No	Yes	No			
1. Approved Program of Works (POW)						C/BSPMC Chairpersons	TF	
2. Inventories/Surveys:								
A. Market Survey of Available Suppliers and Contractors (CBPM Form: A-2)						PPT & PT	TF	
B. Survey of Available Laborers (CBPM Form: A-3)						PPT & PT	TF	
C. Price Data Base (Regional Office)							TF/RPO	
3. Community Procurement Plan (CPP)						PT	TF	
4. Invitation to Bid/Request for Quotation						PT & BAC	TF	
a. Proof of Posting at conspicuous places						PT & BAC	TF	
b. Acknowledgment Receipt for personal serving						PT & BAC	TF	
c. Affidavit of Publication/newspaper clippings (for CB Works contracts)						PT & BAC	TF	

Documentary Requirement	Date Prepared/ Approved	Availability				Responsible Person		Remarks
		@ Barangay		@ ACT		@ Barangay	@ ACT	
		Yes	No	Yes	No			
5. BIDDING DOCUMENTS						BAC & PT	TF	
Community Bidding for Goods:						Bidders		
<ul style="list-style-type: none"> a. Invitation to Bid b. Instruction to Bidders c. Bid Data Sheet d. General and Special Conditions of Contract e. List of Requirements f. Technical Specifications of the goods to be procured g. Sample Forms 								
Community Bidding for Works								
<ul style="list-style-type: none"> a. Invitation to Bid (ITB) b. Eligibility Documents c. Eligibility Data Sheet d. Instruction to Bidders (ITB) e. Bid Data Sheet (BDS) f. Conditions of Contract g. Scope of Work (SOW) h. Drawings (if applicable) i. Bill of Quantities j. Sample Forms 								
Community Shopping/Direct Contracting for Goods								
<ul style="list-style-type: none"> a. Request for Quotation (RFQ) b. Acknowledgement Receipt for Personal Serving of RFQ c. Abstract of Quotations/Canvass d. Purchase Order e. Technical Specifications 								
Community Shopping/Direct Contracting for Works								
<ul style="list-style-type: none"> a. Notice of Request for Quotation (NRFQ) b. Contract Agreement c. Technical Specifications d. Drawings, if applicable e. Bill of Quantities f. Standard forms for community shopping for works (performance securities, notice of award, notice to proceed, etc.) 								

Documentary Requirement	Date Prepared/ Approved	Availability				Responsible Person		Remarks
		@ Barangay		@ ACT		@ Barangay	@ ACT	
		Yes	No	Yes	No			
Community Bidding for Works								
6. Minutes of Procurement Preparation Meeting						PT	CEF	
7. Certificate of Site Inspection						C/BSPMC Chairpers on	TF/CEF	
8. FOR COMMUNITY BIDDING FOR GOODS:						BAC & PT		
Eligibility						Bidder		
<ul style="list-style-type: none"> a. DTI Business Name License/SEC Registration b. Mayor's Permit c. Statement of completed Government Contracts Similar to the Items to be procured d. Statement of On-Going and Awarded Contracts e. Audited Financial Statement f. NFCC Computation 								
Technical Proposal								
<ul style="list-style-type: none"> a. Bid Security b. Authority of the signatory c. Delivery schedule d. Omnibus Sworn Statement (Affidavit) 								
Financial								
<ul style="list-style-type: none"> a. Form of Bid b. Financial Proposal Sheet (ITB used as a Price Schedule) 								
For Community Bidding for Works						BAC & PT	TF	
Eligibility						Bidders		
<ul style="list-style-type: none"> a. Contractor's License b. Statement of completed Government Contracts Similar to the Works to be procured c. Statement of On-Going and Awarded Contracts d. Audited Financial Statement e. Statement on Availability of Key Personnel and Equipment f. Audited Financial Statement g. NFCC Computation 								

Documentary Requirement	Date Prepared/ Approved	Availability				Responsible Person		Remarks
		@ Barangay		@ ACT		@ Barangay	@ ACT	
		Yes	No	Yes	No			
Technical Proposal								
a. Bid Security b. Authority of signatory c. Construction schedule d. Manpower schedule e. Construction methods f. Organizational chart g. List of contractor's key personnel h. List of contractor's equipment units pledged for the contract i. Equipment utilization schedule j. Construction safety and health program k. Omnibus Sworn Statement (Affidavit)								
Financial								
a. Form of Bid b. Financial Proposal Sheet (ITB used as Bill of Quantities) c. Detailed estimates d. Cash flow								
9. Minutes of Eligibility and Bid Evaluation						PT	CEF	
10. Abstract of Bids						BAC/PT	TF	
11. Post-qualification Report						BAC/PT	TWG	
12. No-Objection Letter (if applicable)						BSPMC, BAC, PT	CEF, MFA, TF	
13. BAC Resolution of Award						BSPMC, BAC	TF	
14. Notice of Award						BSPMC, BAC, PT	TF	
15. Contract Agreement						BSPMC, BAC, PT, LCRB	TF	
16. Performance Security						BSPMC, BAC, PT LCRB	TF/ MFA	
17. Notice to Proceed for Works						BSPMC, BAC, PT LCRB	TF	
18. Official Receipt/Invoice/Delivery Receipt						MIT/PIT	TF/MF A	
19. Certificate of Inspection/Acceptance						MIT	TF/MF A	

Documentary Requirement	Date Prepared/ Approved	Availability				Responsible Person		Remarks
		@ Barangay		@ ACT		@ Barangay	@ ACT	
		Yes	No	Yes	No			
FOR COMMUNITY DIRECT CONTRACTING FOR GOODS AND WORKS						BAC/PT	TF	
20. Request for Quotation						BSPMC/ BAC/PT		
21. Certification of Only One Available Suppliers/Contractors						Barangay Captain & BSPMC	Municipal Engineer	
22. Record of Opening of Quotations						PT	CEF	
23. Purchase Order						BSPMC/ BAC/PT/ LCRQ	TF	
24. Disbursement Vouchers of Payments						Bookkeeper	MFA	
FOR SMALL VALUE PROCUREMENTS FOR GOODS								
25. Purchase Order						BSPMC/ BAC/PT/ LCRQ	TF	
FOR PAKYAW CONTRACTS								
26. List of Available Workers/Laborers for Pakyaw Groups						PIT/PT	CEF	
27. List of Tools and Equipment Supplied by Barangay						Project Supervisor	TF	
28. Pakyaw Contract						BSPMC/B AC/PT/Pa kyaw Leader	TF	

Prepared by:

Reviewed by:

Approved by:

SIGNATURE OVER PRINTED NAME
Community Empowerment Facilitator

SIGNATURE OVER PRINTED NAME
TF/Municipal Engineer

SIGNATURE OVER PRINTED NAME
C/BSPMC Chairperson

CBPM Form G-2

**KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
COMMUNITY PROCUREMENT COMPLIANCE MONITORING REPORT**

Name of Barangay Sub-Project: _____
 Location: Barangay: _____ Municipality: _____ Province: _____

Package No. _____

Contract Cost: _____

Contract Duration: _____

Contract Start Date: _____ Target Completion Date: _____

Type of Procurement: () Goods () Works () Services

Method of Procurement: () Community Bidding () Community Shopping
 () Community Direct Contracting () Others, specify _____

Please check the availability of the following documents by method of procurement. For required documents that are not available, please explain the reason in the remarks column. Please prepare three copies, one copy for the C/BSPMC, one copy for the ACT, one copy for the RPMO.

Section A. Compliance Monitoring

Procurement Activity	Compliance Monitoring		Remarks (Explain the reason for noncompliance)
	Yes	No	
A. PRE-PROCUREMENT			
1. The three (3) members of Procurement Team (PT) and Bids and Awards Committee were elected by the Barangay Assembly (BA) during the 5 th BA;			
2. All items to be procured based/consistent with the Final/Approved Community Procurement Plan (CPP);			
3. The CPP was approved by the BSPMC Chairperson and concurred by the BA (with BA Resolution approving the CPP)			
4. The Cost estimates are within or based on the prevailing market rates;			
5. Procurement documents are complete and properly filed inside the KC filing cabinet provided at the BSPMC Office; <i>(Check with Compliance Monitoring Checklist and identify documents that are not available)</i>			

Procurement Activity	Compliance Monitoring		Remarks (Explain the reason for noncompliance)
	Yes	No	
6. The Bidding documents are based on the prescribed format of the CBPM ;			
7. Procurement Preparation Meeting was conducted prior to any procurement activities, such as, publication, posting and issuance of Invitations to Bid (ITBs) or Requests for Quotation (RFQs);			
8. The Record of the Procurement Preparation Meeting was prepared by the PT and completed within two (2) days after the conduct of the activity;			
B. PRE-BIDDING			
9. The Invitation to Bid (ITB)/Request for Quotation (RFQ) provided all the required information;			
10. For all procurements: The ITBs/RFQs were posted in conspicuous places, and personally served to three (3) or more suppliers/contractors, as prescribed by the CBPM. <u>For Community Bidding for Works:</u> ITB was published at least once in a Regional or Provincial Newspaper.			
11. The ITB/RFQ was posted based on the prescribed timeline.			
12. The Pre-bid conference (Bidding) was conducted seven (7) days prior to the deadline of submission Bid, or, the Contractor's conference (Shopping) was conducted three (3) days before the deadline of submission of quotations.			
13. The members of the PT, BAC, TWG, PIT, TF, BSPMC Chairperson and bidders were present during the Pre-bid Conference or Contractors' Conference.			
14. The Record of the Pre-bid Conference was prepared by PT and completed within two (2) after the conduct of the activity.			

Procurement Activity	Compliance Monitoring		Remarks (Explain the reason for noncompliance)
	Yes	No	
15. A Site Inspection was conducted by the bidders with the assistance of the BSPMC, BAC, PT, and members of the TWG.			
16. All bidders who attended the Site Inspection were issued a Certificate of Site Inspection.			
C. BID/QUOTATION SUBMISSION TO OPENING			
17. The Bids and Awards Committee (BAC) has reached a quorum prior to the Opening of Quotations or Bids.			
18. All proposals (bid/quotation) were received in a sealed envelope by the PT/BAC.			
19. All the proposals received were kept inside a secured/locked bid box.			
20. All bids/quotations were received by the BAC/PT before the deadline of submission.			
21. The Opening of Bids/Quotation started immediately after the deadline of submission.			
22. Bid amount of all the bidders were read aloud in public.			
23. The Record of the Opening of Bids/Quotation was prepared and completed by the PT within two (2) days.			
D. BID/QUOTATION EVALUATION			
For Community Bidding			
24. The BAC conducted an evaluation of all submitted eligibility documents of the bidders.			
25. All the eligibility documents of the eligible bidders are in order and in accordance with the provided checklist.			
26. All the technical proposals of the eligible bidders are in order and compliant with the bidding requirements.			

Procurement Activity	Compliance Monitoring		Remarks (Explain the reason for noncompliance)
	Yes	No	
27. All the financial proposals of eligible bidders are in accordance with the bidding requirement.			
33. All submitted bid securities of the bidders conformed to the prescribed form and minimum required amount.			
34. Bid Securities in the form of cash were deposited in the BSPMC Account.			
35. The winning bidder signed every page of the bid proposal prior to submission.			
36. BAC members present during the opening of bids, signed every page of the all submitted bid proposals.			
37. Bidders conformed to the required specifications as indicated in the RFQ/ITB.			
38. All the complying bids were ranked from lowest to highest.			
39. The evaluation of bids conducted are based on the CBPM prescribed procedures.			
40. There was an Abstract of Bids prepared during the evaluation of bids.			
41. The award was based on Lowest Calculated and Responsive Quotation/Bid.			
For Community Shopping/Community Direct Contracting			
42. The specification of the winning proposal conformed to the requirements of the RFQ.			
43. The quotations were evaluated based on the prescribed procedures.			
44. The Technical Facilitator provided a copy of updated List of prevailing market rates to BAC and PT for reference during the evaluation of bids.			

Procurement Activity	Compliance Monitoring		Remarks (Explain the reason for noncompliance)
	Yes	No	
45. There was an Abstract of Quotation was prepared during the evaluation of quotation.			
46. The award was based on the Lowest Calculated and Responsive Quotation.			
E. POSTQUALIFICATION			
47. <u>For community bidding:</u>			
a. The BAC, PT and TWG conducted a Post-qualification on the Lowest Bidder or winning bidder.			
b. The BAC prepared a detailed Post-qualification Report based on the CBPM format, immediately after the conduct of the activity.			
c. The conduct of the activity was based on CBPM prescribed procedures.			
F. CONTRACT AWARD			
48. <u>For community bidding:</u>			
a. The BAC prepared a Resolution to Award in favor of the LCRB. This resolution was signed by the BAC members and approved by the BSPMC Chairperson.			
b. The award is based on the Lowest Calculated and Responsive Bid.			
c. The Notice of Award was signed by the BSPMC Chairperson and duly received by the winning bidder.			
49. The Contract Agreement/Purchase Order was based on the prescribed format.			
50. The Contract Agreement was signed by both parties, the BSPMC Chairperson and the winning bidder (authorized signatory).			

Procurement Activity	Compliance Monitoring		Remarks (Explain the reason for noncompliance)
	Yes	No	
51. For community bidding:			
a. The performance security posted by the winning bidder conformed to the requirements.			
b. If in the form of Bank Guarantee, the original copy was with the BSPMC and has validation/authentication issued by the bank.			
c. If Cash, original machine validated Bank Deposit slip must be presented by the Barangay Treasurer as proof of Performance Security.			
52. If applicable, prior to awarding of contract, a No Objection Letter was obtained from the RPMO/NPMO.			
G. CONTRACT IMPLEMENTATION			
53. The goods were delivered in full within the contract duration. The works were satisfactorily completed based on specifications within the contract duration.			
54. The goods/works were inspected by the MIT prior to acceptance of goods/works.			
55. For Goods Contract: The delivery receipts of the supplier are consistent with the required quantity based on PO.			
56. The Certificate of Acceptance was issued to the supplier/contract immediately after the completion.			
FOR PAKYAW CONTRACTS			
57. The members and leaders of the Pakyaw Groups are all from the Barangay where the sub-project is located.			

Procurement Activity	Compliance Monitoring		Remarks (Explain the reason for noncompliance)
	Yes	No	
58. The Barangay Assembly was properly informed about the formation of the Pakyaw Groups within their barangay.			
59. There are no adverse grievance/complaints received regarding Pakyaw Groups.			

Section B. Summary of Issues/Concerns and Red Flag Findings for this Procurement

Issues/Concerns/Red Flag Findings	Responsible Person	Action Taken/Proposed Action to Address Issues/Red Flags

Prepared by:

Reviewed by:

Approved by:

SIGNATURE OVER PRINTED NAME
Community Empowerment Facilitator
(Name and Signature)

SIGNATURE OVER PRINTED NAME
Area Coordinator
(Name and Signature)

SIGNATURE OVER PRINTED NAME
BSPMC Chairperson
(Name and Signature)

Date: _____ * Barangay's certification need not have AC notation

Note:
Technical Facilitator (TF) to fill up this portion in the copy of report for the region and include further observations.

SIGNATURE OVER PRINTED NAME
Technical Facilitator (TF)

CBPM Form G-3

**KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
COMMUNITY PROCUREMENT PERFORMANCE MONITORING REPORT**

Name of Sub-Project: _____ Date Prepared: _____

Location: Barangay: _____ Municipality: _____ Province: _____

Total Sub-project Cost: _____

Mode of Implementation: *(select one, delete the other: By Contract or By Administration/Community Force Account)*

Sub-Project Duration: _____

Sub-Project Start Date: _____ Target Sub-Project Completion Date: _____

Package No.	Package Description	Procurement Method	Name of Contractor/ Supplier	Total Contract Amount	Procurement and Contract Management Monitoring						REMARKS <i>(Status of Delivery: Competed or On-going or % Accomplishment if Works)</i>
					Date Opening of Bids/Quotation	Attempts in Procurement <i>(1st, 2nd or 3rd attempt on Proc)</i>	Date of NOL issued	Date of Purchase Order/Contract	Target Completion Date	Actual Completion Date	

Note: Please attach pictures of actual goods or work site accomplishment. For Consolidated Report to be submitted to Regional Office, the TF shall use the same form .

Major Issues Encountered:

Recommendations:

Prepared by:

Reviewed & Checked by:

Approved by:

Noted by:

SIGNATURE OVER PRINTED NAME
Technical Facilitator

SIGNATURE OVER PRINTED NAME
Area Coordinator

SIGNATURE OVER PRINTED NAME
C/BSPMC Chair

SIGNATURE OVER PRINTED NAME
Regional Procurement Officer

**KALAHI-CIDSS NATIONAL COMMUNITY DRIVEN DEVELOPMENT PROGRAM
CONSOLIDATED PROCUREMENT COMPLIANCE AND PERFORMANCE MONITORING REPORT**

For the Period of: *Month and Year*

Date Prepared: _____

Field Office: _____

Number of Barangays Covered: _____ Number of Municipalities Covered: _____ Number of Provinces Covered: _____

SECTION A. COMPLIANCE MONITORING

Procurement Activity	Procedural Compliance					
	Total Number of Barangays	Number of Complying Barangays	Number of Non-Complying Barangays	Reasons for Non-Compliance	Number of Barangays with Red Flag Findings	Red Flag Findings
i. Availability of Community Procurement Plan						
ii. Conduct of Procurement Preparation Meeting						
iii. Completeness of Bid/Quotation Documents						
v. Existence of PT, BAC, C/BSPMC, TWG						
v. Posting of Invitation to Bid/Request for Quotation						
vi. Conduct of Site Inspection						
ii. Submitted Bids/Quotations in kept in a Secured Bid Box						

Procurement Activity	Procedural Compliance					
	Total Number of Barangays	Number of Complying Barangays	Number of Non-Complying Barangays	Reasons for Non-Compliance	Number of Barangays with Red Flag Findings	Red Flag Findings
ii. Bid/Quotations Opening Done Immediately After Deadline for Submission						
x. Review of all Eligibility, Technical and Financial Requirements of Bidders for Community Bidding						
. Conformity of Bid Securities for Community Bidding						
. Bid/Quotation Evaluation Procedures Observed						
. Preparation of Abstract of Bids/Quotations						
. Award Made to Lowest Calculated and Responsive Bid/Quotation						
. Post-qualification Conducted						
. Conformity of Performance Security						
i. No-Objection Letters Issued						
i. Goods/Works Delivered						
i. Certificates of Acceptance Issued						

SECTION B. PERFORMANCE MONITORING

Procurement Method	Total Number of Barangays Involved	Total Number of Contracts Awarded (a)	Total Number of Contracts Completed (b)	Percentage of Completion (c) = b/c	Total Amount of Contracts Awarded (d)	Total Amount of Contracts Completed (e)	Percentage of Completion (f) = e/d
Community Bidding							
Goods							
Works							
Community Shopping							
Goods							
Works							
Direct Contracting							
Goods							
Works							
Small Value Procurement							
Goods							
Pakyaw Contracts							
Labor only							
Labor & Indigenous Materials/small tools							
GRAND TOTAL							

Prepared by:

Approved by:

SIGNATURE OVER PRINTED NAME

Regional Procurement Officer

SIGNATURE OVER PRINTED NAME

Regional Director