



**DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
KAGAWARAN NG KAPALIGIRAN AT LIKAS YAMAN**



BIDS AND AWARDS COMMITTEE

Supplemental/Bid Bulletin No. 1

SUPPLY, DELIVERY, AND INSTALLATION OF STADIUM CHAIRS AT THE MULTI-PURPOSE BUILDING OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)

Bid Ref. No. DENR-CO-2024-002

Approved Budget for the Contract: ₱3,000,000.00

This **Supplemental/Bid Bulletin No. 1** is being issued to respond to clarifications sent thru email and raised by prospective bidders during the Pre-Bid Conference held last 04 April 2024, and to revise specifications/provisions in the Bidding Documents for the aforementioned project:

A. Response to clarifications:	
CLARIFICATION	RESPONSE
Can theater chairs be considered as project of similar nature?	Request granted. <ul style="list-style-type: none"> For purposes of this project, similar in nature shall mean <u>“Supply, Delivery, and Installation of Stadium Chairs/Bleachers/ Theater Chairs.”</u>
Approved final color and quantity of bleacher sets.	<ul style="list-style-type: none"> 216 pieces for bright green bleachers; and 434 pieces for royal blue bleachers.
Specific minimum and maximum height, width, and depth of bleacher sets.	<ul style="list-style-type: none"> Height: 320 mm (-/+10mm tolerance) Width: 410mm (-/+10mm tolerance) Depth: 470mm (-/+10mm tolerance)
B. Revision to specifications/provisions:	
FROM	TO
SECTION VI. SCHEDULE OF REQUIREMENTS	
Schedule of Requirements (Terms of Reference as of 27 March 2024)	Revised Schedule of Requirements (Terms of Reference as of 08 April 2024)
SECTION VII. TECHNICAL SPECIFICATIONS	
Technical Specifications	Revised Technical Specifications
SECTION IX. PRESCRIBED/SAMPLE FORMS	
Annex III. Omnibus Sworn Statement	Revised Annex III. Omnibus Sworn Statement

Bidders are advised to use the following forms and submit together with all the other required documents for the submission of bids on **18 April 2024 (Thursday), 9:30 AM:**

- 1. Section VI. Revised Schedule of Requirements (Terms of Reference as of 08 April 2024)**
- 2. Section VII. Revised Technical Specifications**
- 3. Revised Annex III. Omnibus Sworn Statement**

Also, please use the **Revised Checklist of Technical and Financial Documents** as a guide/reference.

This Supplemental/Bid Bulletin No. 1 shall form part of the Bidding Documents. Any provisions in the Bidding Documents inconsistent herewith is hereby amended, modified and superseded accordingly.

For guidance and information of all concerned.

Issued this 11th of April 2024 in Quezon City.

Approved by:

(sgd.)

EVELYN G. NILLOSAN

Chief, Management Division &

Alternate Vice Chairperson, Bids and Awards Committee

Received by:		
_____ (SIGNATURE OVER PRINTED NAME)	_____ (DATE)	_____ NAME OF COMPANY
(PLEASE RETURN OR FAX THIS PAGE ONLY TO THE DENR BAC OFFICE @ 8926-2675)		

Section VI. Revised Schedule of Requirements

Instruction to Bidders: **Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".**

A. TERMS OF REFERENCE AS OF 08 APRIL 2024

TERMS OF REFERENCE

SUPPLY, DELIVERY AND INSTALLATION OF STADIUM CHAIRS AT DENR CO MULTI-PURPOSE BUILDING
(DENR Compound, Visayas Avenue, Diliman, Quezon City)

1. ABSTRACT

Title of the Project	:	Supply, Delivery and Installation of Stadium Chairs at DENR CO Multi-Purpose Building
Project Location	:	DENR Compound, Visayas Avenue, Diliman, Quezon City, Metro Manila, 1100
Approved Budget for the Contract (ABC)		PHP 3,000,000.00
Supply, Delivery and Installation Period	:	60 Calendar Days

2. OBJECTIVES

- 2.1. To provide the prospective service providers with sufficient background information on the **Supply, Delivery and Installation of Stadium Chairs at DENR Multi-Purpose Building, DENR Compound, Visayas Avenue, Diliman, Quezon City, 1100**, which will be completed within **60 calendar days** at a cost most advantageous to the government in an acceptable quality and workmanship;
- 2.2. To describe the proposed project and its components in detail; and
- 2.3. To determine the roles and responsibilities of the winning service provider before, during, and after the completion period.

3. SCOPE OF WORKS

- 3.1 The Service Provider, at their own expense, shall supply the necessary Documents, Labor, Materials, Transportation, Tools, Supplies, and Appurtenances;
- 3.2 The Service Provider shall manage and supervise the Supply, Delivery and Installation of Stadium Chairs to its satisfactory completion in accordance with the specifications approved by the Director of the Administrative Service or any duly authorized representative;
- 3.3 The Service Provider shall conduct inspection and review the attached draft floor plan lay-out, and if necessary provide a final design for this stadium chairs;

TERMS OF REFERENCE
SUPPLY, DELIVERY AND INSTALLATION OF STADIUM CHAIRS AT DENR CO MULTI-PURPOSE BUILDING
(DENR Compound, Visayas Avenue, Diliman, Quezon City)

- 3.4 All specialized work shall be executed by the qualified workers;
- 3.5 The Service Provider shall perform the following tasks:
- 3.5.1 Secure the necessary work permits upon receipt of Notice to Proceed (NTP);
 - 3.5.2 Mobilize and transport, materials, and employees to the working place upon receipt of NTP;
 - 3.5.3 Demobilize or remove the same upon receipt of clearance from GSD after the completion of the project;
 - 3.5.4 The Service Provider shall be responsible for the safe transportation of the chairs from the manufacturing facility to the designated location;
 - 3.5.5 Deliver all supplies and materials at a location designated by the Director of Administrative Service or any duly authorized representative;
 - 3.5.6 Install the following stadium chairs with their respective specifications;
 - 1. Size:
 - 470mm Depth (± 10 mm tolerance)
 - 410mm Width (± 10 mm tolerance)
 - 320 mm Height (± 10 mm tolerance)
 - 50mm Seat thickness
 - 2. Color:
 - 216 pieces - Bright Green-728 or Equivalent
 - 434 pieces - Royal Blue-301 or Equivalent

Note: Colors will be subjected for final approval of the Director for Administrative Service.
 - 3. Material: High Quality HDPE (High-Density Polyethylene)
 - 4. Quality: Non-toxic, eco-friendly
 - 3.5.7 Install the Stadium Chairs as per approved layout and seating plan. This includes proper anchoring, fixing and alignment of the chairs to ensure stability and safety;
 - 3.5.8 Conduct thorough testing of installed chairs to ensure they are in proper working condition and meet all safety requirements. Any defects or issues shall be rectified promptly.
 - 3.5.9 Ensure that all supplies and materials are properly turned over and delivered on the designated location in good quality and condition;
 - 3.5.10 Coordinate with the Supply Management Section for verification of all deliveries;
 - 3.5.11 Provide a record of delivery indicating its time;

TERMS OF REFERENCE

SUPPLY, DELIVERY AND INSTALLATION OF STADIUM CHAIRS AT DENR CO MULTI-PURPOSE BUILDING

(DENR Compound, Visayas Avenue, Diliman, Quezon City)

- 3.5.12. Store materials to ensure the preservation of their quality and fitness for their work and to facilitate prompt inspection;
- 3.5.13. Place all unnecessary materials or debris in all approved containers to prevent the spread and accumulation of dust and dirt;
- 3.5.14. All waste generated on site shall be the responsibility of the Supplier and shall be disposed of properly off site;
- 3.5.15. Secure the work place to prevent damage during the installation;
- 3.5.16. Any changes to the scope of works and/or costs must be provided in writing address to the Director of Administrative Service or any duly authorized representative before proceeding; and
- 3.5.17. Perform other works not stated above but necessary to the completion of the Project with the approval of the Director of Administrative Service or any duly authorized representative.

4. GENERAL REQUIREMENT

- 4.1. The Service Provider shall visit the site and thoroughly inspect existing facilities and properly consider, in the preparation of the supply and installation, how such conditions will affect the work indicated on the Plans and Specifications. Failure to do so will in no way relieve the Service Provider of the responsibility for furnishing labor, materials, and equipment required;
- 4.2. The Service Provider shall supply and submit a list of manpower, materials and equipment necessary for the project in accordance with the approved Specifications, Plans, and Terms of Reference;
- 4.3. The Service Provider shall provide the following certificates for the Stadium Chairs;
 - a) International Standard Compliance; and
 - b) Quality Certificates
- 4.4. The Service Provider shall submit pictures taken before, on-going, and after the project;
- 4.5. The Service Provider shall submit an accomplishment report, which is accompanied with pictures and addressed to the Director of Administrative Service or any authorized representative, every first Monday of the succeeding week;
- 4.6. The Service Provider shall finish with first class workmanship to the satisfaction of the HoPE or any duly authorized representative;
- 4.7. The Service Provider shall only use materials in accordance to the standards

TERMS OF REFERENCE

SUPPLY, DELIVERY AND INSTALLATION OF STADIUM CHAIRS AT DENR CO MULTI-PURPOSE BUILDING
(DENR Compound, Visayas Avenue, Diliman, Quezon City)

of the Bureau of Research and Standards of the Department of Public Works and Highways (DPWH), the Department of Science and Technology (DOST), or the Department of Trade and Industry (DTI);

- 4.8. The Service Provider shall adopt a procedure to mitigate the effects to the environment due to demolition, repair, painting and other activities; and
- 4.9. The Service Provider shall have no history of overdue deliveries or unperformed services intended for the DENR.

5. CLEANING

- 5.1. The Service Provider is responsible for collecting and properly disposing of all debris that has accumulated during the installation upon securing corresponding gate pass.

6. MODE OF PAYMENT

- 6.1. The ABC, which is not necessarily the contract amount is Three Million Pesos (Php 3,000,000.00) inclusive of all applicable government taxes and charges;
- 6.2. The Service Provider shall not claim additional payments or damages for any delay or extra expense encountered during the installation or delivery of materials other than anticipated or different from those indicated;
- 6.3. In consideration of the services to be performed under this TOR, the DENR shall pay the Service Provider the contract amount, inclusive of all applicable taxes; and
- 6.4. Payment is given in full only after completion and acceptance of the project.

7. WARRANTY

- 7.1. The Service Provider shall issue a certificate of warranty, which ensures the duration the Project shall last, to the DENR as deemed necessary by the Director of Administrative Service or any authorized representative;
- 7.2. The response time for technical assistance shall be within 24 hours from receipt of notice for service, including repair and replacement; and
- 7.3. The DENR shall be notified in case the office address and contact details of the Service Provider change.

8. MISCELLANEOUS PROVISION

- 8.1. The Service Provider shall conform with the Environment Management System (EMS) being practiced by the DENR- CO in accordance with ISO 14001-2015 by providing the following:

TERMS OF REFERENCE

SUPPLY, DELIVERY AND INSTALLATION OF STADIUM CHAIRS AT DENR CO MULTI-PURPOSE BUILDING
(DENR Compound, Visayas Avenue, Diliman, Quezon City)

- 8.1.1. A List of pre-identified Environmental Aspects and Impacts and the corresponding operational control or crisis response procedures in cases of emergency situations shall be submitted to the GSD three (3) days upon receipt of the NTP;
- 8.1.2. All supplies and materials to be brought inside the DENR premises shall be green labelled or environment friendly (if applicable) and bear the corresponding Material Safety Data Sheet (MSDS);
- 8.1.3. All toxic and hazardous materials necessary for the completion of the project shall be properly labelled with MSDS and placed in a secondary containment, which shall be located at the safest place in the working area; and
- 8.1.4. All toxic and hazardous wastes generated shall be properly dispose by the winning service provider.
- 8.2. The Service Provider shall ensure that all staff must wear their proper working apparels with IDs and provided with necessary safety gears;
- 8.3. The Service Provider shall strictly prohibit the use of polystyrene foam, such as Styrofoam, and plastic in the working area;
- 8.4. The Service Provider shall comply with all existing laws, decrees, ordinances, acts and regulations of the Philippines that may affect the contract in any way, including the express and implied warranties and liabilities which may be found therein; and
- 8.5. The Service Provider shall comply with all existing laws and pertinent local legislation, executive and administrative orders, together with all implementing rules and regulations issued by the Department of Labor and Employment (DOLE) and other relevant governmental authorities.

9. VIOLATION OF THE TERMS AND CONDITIONS

- 9.1. The Service Provider shall hold the DENR free from any and all claims, liabilities, losses and suits arising from the Service Provider's services, or the acts, omissions, or conduct of all persons employed or allowed by the Service Provider or participate or assist in the performance of its obligations under this TOR;
- 9.2. The DENR shall have the right to declare this Agreement rescinded and terminated after due notice upon failure of the Service Provider to comply with any terms and conditions of this Agreement without prejudice to such other rights of the DENR to proceed against the Service Provider as may be warranted by the circumstances, including forfeiture of performance bond and/or the filing of appropriate administrative, civil, or criminal charges against the responsible persons; and

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

(page 6 of 10)

TERMS OF REFERENCE

SUPPLY, DELIVERY AND INSTALLATION OF STADIUM CHAIRS AT DENR CO MULTI-PURPOSE BUILDING

(DENR Compound, Visayas Avenue, Diliman, Quezon City)

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- 9.3. If the Service Provider shall violate any of the terms and conditions of this TOR, or shall neglect to perform any of their work, duties, functions, responsibilities or obligations stipulated herein, or for any other causes shall not carry the tasks in acceptable manner, and by the reason thereof, the DENR suffers damages or losses, the Service Provider shall be assessed a penalty in the form of liquidated damages in the amount of at least equal to 1/10 of 1% of the cost of the unperformed portion for everyday of delay. The Service Provider shall be subject to Administrative sanctions pursuant to RA 9184 and it's IRR.

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

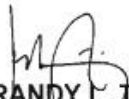
(page 7 of 10)

TERMS OF REFERENCE
SUPPLY, DELIVERY AND INSTALLATION OF STADIUM CHAIRS AT DENR CO MULTI-PURPOSE BUILDING
(DENR Compound, Visayas Avenue, Diliman, Quezon City)

Prepared by:


ENGR. CHRISTIAN S. MOLINA
Technical Assistant, GSD - BMS

Checked by:


ENGR. RANDY L. TIIN
Section Chief, GSD - BMS

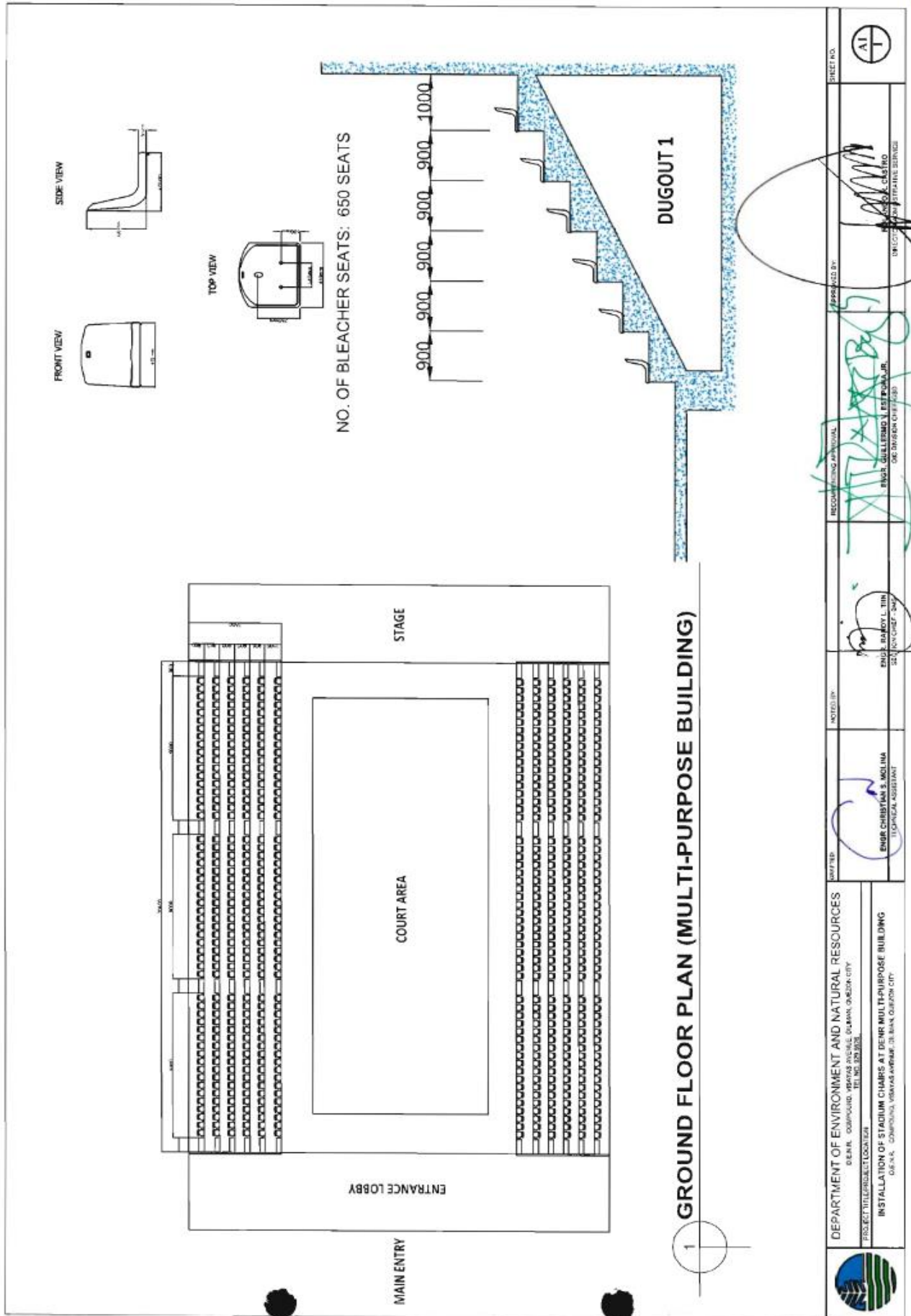
Noted By:


ENGR. GUILLERMO V. ESTIPONA JR.
OIC-Chief, GSD

Approved by:


ROLANDO R. CASTRO
Director, Administrative Service

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	DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES DENR, COMPOUND, VERANO AVENUE, CALAPAN, CANTON CITY PROJECT TITLE/PROJECT LOCATION INSTALLATION OF STADIUM CHAIRS AT DENR MULTI-PURPOSE BUILDING DENR, COMPOUND, VERANO AVENUE, CALAPAN, CANTON CITY		DRAWN BY ENRIE CHRISTIAN S. MOLINA TECHNICAL ASSISTANT	NOTED BY ENRIE RANDY L. TIN SENIOR CHIEF	RECOMMENDING APPROVAL ENRIE GUILBERTO I. ESTERONA, JR. DEPUTY DIVISION CHIEF	CHECKED BY ENRIE GUILBERTO I. ESTERONA, JR. DEPUTY DIVISION CHIEF	SHEET NO. A1
	IN CONNECTION WITH THE SERVICE						

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

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PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

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B. OTHER REQUIREMENTS

1. Bidder has no overdue deliveries or unperformed services intended for DENR.
2. Bidder did not participate as a consultant in the preparation of the design or technical specification of the GOODS/SERVICES subject of the bid.

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform/comply) the above Terms of Reference

I/We undertake, if our bid is accepted, to deliver the goods/services in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Authorized Representative

Name of Authorized Representative (in print)

Designation (in print)

Date

PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

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Section VII. Revised Technical Specifications

Instruction to Bidders: *Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".*

Technical Specifications	*Bidder's Statement of Compliance																
<table border="1"><thead><tr><th colspan="2" data-bbox="169 640 1161 680">Stadium Chairs (Bleacher Chair with Middle Backrest)</th></tr></thead><tbody><tr><td data-bbox="169 680 421 719">Height</td><td data-bbox="421 680 1161 719">: 320 mm (-/+10mm tolerance)</td></tr><tr><td data-bbox="169 719 421 757">Width</td><td data-bbox="421 719 1161 757">: 410mm (-/+10mm tolerance)</td></tr><tr><td data-bbox="169 757 421 795">Depth</td><td data-bbox="421 757 1161 795">: 470mm (-/+10mm tolerance)</td></tr><tr><td data-bbox="169 795 421 833">Seat Thickness</td><td data-bbox="421 795 1161 833">: 50 mm</td></tr><tr><td data-bbox="169 833 421 920">Color</td><td data-bbox="421 833 1161 920">: Bright Green-728 or equivalent (216 pcs.) Royal Blue-301 or equivalent (434 pcs.)</td></tr><tr><td data-bbox="169 920 421 958">Material</td><td data-bbox="421 920 1161 958">: High Quality HDPE (High-Density Polyethylene)</td></tr><tr><td data-bbox="169 958 421 996">Quality</td><td data-bbox="421 958 1161 996">: Non-toxic; eco-friendly</td></tr></tbody></table>	Stadium Chairs (Bleacher Chair with Middle Backrest)		Height	: 320 mm (-/+10mm tolerance)	Width	: 410mm (-/+10mm tolerance)	Depth	: 470mm (-/+10mm tolerance)	Seat Thickness	: 50 mm	Color	: Bright Green-728 or equivalent (216 pcs.) Royal Blue-301 or equivalent (434 pcs.)	Material	: High Quality HDPE (High-Density Polyethylene)	Quality	: Non-toxic; eco-friendly	
Stadium Chairs (Bleacher Chair with Middle Backrest)																	
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Color	: Bright Green-728 or equivalent (216 pcs.) Royal Blue-301 or equivalent (434 pcs.)																
Material	: High Quality HDPE (High-Density Polyethylene)																
Quality	: Non-toxic; eco-friendly																

Please specify the brand being offered in the space provided:

I hereby certify to comply with the above Technical Specifications.

Name of Company (in print)

Signature of Authorized Representative

Name of Authorized Representative (in print)

Designation (in print)

Date

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

**SUPPLY, DELIVERY, AND INSTALLATION OF STADIUM CHAIRS AT THE MULTI-PURPOSE BUILDING OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)
Bid Ref. No. DENR-CO-2024-002**

Approved Budget for the Contract: ₱3,000,000.00

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

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

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

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

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

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which include:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. **In case advance payment was made or given, failure to perform or deliver any of the following obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 3154 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

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

DENR BIDS AND AWARDS COMMITTEE
REVISED CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

Project: SUPPLY, DELIVERY, AND INSTALLATION OF STADIUM CHAIRS AT THE MULTI-PURPOSE BUILDING OF THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)

Bid Ref. No. Bid Ref. No. DENR-CO-2024-002

APPROVED BUDGET FOR THE CONTRACT: P3,000,000.00

ENVELOPE 1: TECHNICAL COMPONENT

CLASS "A" DOCUMENTS

A. LEGAL DOCUMENTS

(a) Valid and current **Certificate of PhilGEPS Registration (Platinum Membership)** (all pages) *in accordance with Section 8.5.2 of the IRR* (pursuant to GPPB Resolution No. 15-2021, dated 14 October 2021);

B. TECHNICAL DOCUMENTS

(b) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (per **Annex I**);

(c) Statement of the Bidder's Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty (50%) of the total ABC (per **Annex I-A**)

Similar in nature shall mean "Supply, Delivery, and Installation of Stadium Chairs/Bleachers/Theater Chairs."

Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per Annex I-A:

- i) Copy of End User's Acceptance; or
- ii) Copy of Official Receipt/s or Sales Invoice or Collection Receipt/s

(d) Original Bid Security must be issued in favor of the **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)** (must be valid for at least 120 calendar days from the date of bid opening); any one of the following forms:

Project ABC (P)	Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (P)	Bid Security: Surety Bond (5%) (P)	Original Bid Securing Declaration
3,000,000.00	60,000.00	150,000.00	No required Amount

- 1. Bid Securing Declaration per **Annex II**;
- 2. The Cashier's/Manager's Check shall be issued by a Local, Universal or Commercial Bank
- 3. The Bank Draft/Guarantee or Irrevocable Letter of Credit shall be issued by a Local Universal or Commercial Bank; or
- 4. Should bidder opt to submit a Surety Bond as Bid Security, the surety bond must be callable on demand and must be issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such bond. Together with the surety bond, a certification from Insurance Commission must be submitted by the bidder which must state that the surety or insurance company is specifically authorized to issue surety bonds.
- 5. For submission of Bank Draft/Guarantee or Irrevocable Letter of Credit or Surety Bond, the following must be stated/specified in the Bid Security pursuant to Section III, ITB Clause 18.5, to wit:

<input type="checkbox"/>	<p><i>The following are the grounds for forfeiture of Bid Security</i></p> <ul style="list-style-type: none"> ▪ IF A BIDDER: <ol style="list-style-type: none"> a) Withdraws its bid during the period of bid validity. b) Does not accept the correction of errors pursuant to Section 32.2.1 of the IRR of RA 9184. c) Fails to submit the Post Qualification requirements within the prescribed period or a finding against their veracity thereof. d) Submission of eligibility requirements containing false information or falsified documents. e) Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding. f) Allowing the use of one's name, or using the name of another for purposes of public bidding. g) Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid. h) Refusal or failure to post the required performance security within the prescribed time. i) Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification. j) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor. k) Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful. l) All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons. ▪ IF THE SUCCESSFUL BIDDER: <ol style="list-style-type: none"> a) fails to sign the contract in accordance with Section 40 of the Revised IRR of RA 9184; or b) fails to furnish performance security in accordance with Section 40 of the Revised IRR of RA 9184.
<input type="checkbox"/>	<p>(e) Conformity with Sections VI. Revised Schedule of Requirements (Terms of Reference as of 08 April 2024) and Section VII. Revised Technical Specifications, as enumerated and specified in this Supplemental/Bid Bulletin No. 1.</p>
<input type="checkbox"/>	<p>(f) Original duly signed Omnibus Sworn Statement in accordance with Section 25.3 of the IRR of RA 9184 and using the prescribed form attached as Revised Annex III with attached <u>Proof of Authority of the bidder's authorized representative/s:</u></p> <ol style="list-style-type: none"> i. FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE): Notarized Special Power of Attorney. ii. FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE: Notarized Secretary's Certificate evidencing the authority of the designated representative/s. <p>Note: <i>Should there be more than one (1) appointed authorized representatives, use the word "<u>any of the following</u>" or "<u>OR</u>", otherwise, all authorized representatives must sign/initial the bid submission</i></p> <p>IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.</p>

C. FINANCIAL DOCUMENTS

(g) Net Financial Contracting Capacity (NFCC) computation, in accordance with ITB Clause 5.5, (per **Annex IV**).

The NFCC computation must at least be equal to the ABC of this project. The detailed computation using the required formula must be provided.

OR

Original copy of Committed Line of Credit (CLC) per **Annex IV-A** issued by a Local Universal or Local Commercial Bank at least equal to ten percent (10%) of the ABC of this project.

In case of Joint Venture, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and the Latest Audited Financial Statements.

Class “B” Document: (For Joint Venture)

If applicable, For Joint Ventures, Bidder to submit either:

- (i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or
- (ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture (**Annex V**) signed by all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful and must be in accordance with Section 23.1 (b) of the IRR

In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i)]

(h) **The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (per Annex V) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.**

ENVELOPE 2: FINANCIAL COMPONENT

Completed and signed Financial Bid Form. Bidder must use, accomplish and submit the following:

- (a) **Bid Form (Annex VI); and**
- (b) **Detailed Financial Breakdown (Annex VI-A)**

The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.

Further, the bid indicated in the Detailed Financial Breakdown per **Annex VI-A** must be equal to the signed and submitted Bid Form per **Annex VI**.