



Republic of the Philippines DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES Visayas Avenue, Diliman, Quezon City

PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)

Bid Ref. No. DENR-CO-2024-003

Approved Budget for the Contract: ₽1,812,000.00

BIDS AND AWARDS COMMITTEE

April 2024



DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Visayas Avenue, Diliman, Quezon City, 1128

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Glossary of

Terms, Abbreviations, and Acronyms

ARCC : Approved Budget for the Contract.

ARCC : Allowable Range of Contract Cost.

BAC : Bids and Awards Committee.

Bid : A signed offer or proposal to undertake a contract submitted by a bidder

in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR,

Section 5[c])

Bidder : Refers to a contractor, manufacturer, supplier, distributor and/or

consultant who submits a bid in response to the requirements of the

Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services

required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BSP : Bureau of Internal Revenue.

BSP : Bangko Sentral ng Pilipinas.

CDA : Cooperative Development Authority.

Consulting Services

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

Contract : Refers to the agreement entered into between the Procuring Entity and

the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices

thereto and all documents incorporated by reference therein.

Contractor : is a natural or juridical entity whose proposal was accepted by the

Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise

refer to a supplier, distributor, manufacturer, or consultant.

CPI : Consumer Price Index.

DOLE : Department of Labor and Employment.

DTI : Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted

Project

Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR,

Section 5[b]).

GFI : Government Financial Institution.

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



Goods

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

GOP : Government of the Philippines.

Infrastructure Projects

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

IRR, Section 5[u])

LGUs : Local Government Units.

NFCC : Net Financial Contracting Capacity.

NGA : National Government Agency.

PCAB : Philippine Contractors Accreditation Board.

PhilGEPS: Philippine Government Electronic Procurement System.

Procurement Project

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

July 2019)

PSA : Philippine Statistics Authority.

SEC : Securities and Exchange Commission.
SLCC : Single Largest Completed Contract.

UN : United Nations.



Section I. Invitation to Bid



INVITATION TO BID

PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) Bid Ref. No. DENR-CO-2024-003

Approved Budget for the Contract: ₽1,812,000.00

1. The Department of Environment and Natural Resources (DENR) through the Continuing Appropriations [2023 General Appropriations Act (GAA)] intends to apply the sum of Pesos: One Million Eight Hundred Twelve Thousand (1,812,000.00) being the ABC to payments under the contract for PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) under Bid Ref. No. DENR-CO-2024-003. Bids received in excess of the ABC shall be automatically rejected at bid opening:

Lot	Description	Qty.	Funding Source	ABC (P) (VAT Inclusive)
1	Construction of a New Fence and Security Gate for the DENR Property at Forbes Park Subdivision	1 Lot	FY 2023 Continuing	950,000.00
2	Repair and Renovation of Office for Field Operations – Mindanao of the DENR-Central Office (CO)	1 Lot	Fund	862,000.00
		1,812,000.00		

- 2. Bidders may bid for one (1) lot or both lots.
- 3. The DENR now invites bids for the above Procurement Project. Bidders should have completed, within the last five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

Completion of works for the projects are as detailed:

Lot No.		Completion Period
1	:	Ninety (90) Calendar Days from receipt of Notice to Proceed
2	:	Forty-five (45) Calendar Days from receipt of Notice to Proceed
TOTAL		One Hundred Thirty-Five (135) Calendar Days

Similar in nature shall mean "Repair/renovation/rehabilitation/construction of buildings".

4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.



- 5. Prospective Bidders may obtain further information from DENR and inspect the Bidding Documents at the address given below from Mondays to Fridays, 9:00 AM to 4:00 PM.
- 6. A complete set of Bidding Documents may be acquired by interested bidders by requesting a copy of the Order Form via email at bac.co@denr.gov.ph prior to payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of:

Lot No.		Cost/Price of Bid Documents (cash payment only) (P)	
1	:	1,000.00	
2	:	1,000.00	
TOTAL		2,000.00	

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

7. The Schedule of Bidding Activities shall be as follows:

	ACTIVITIES	DATE/TIME	VENUE/MODE
1.	Sale and Issuance of Bid Documents	9:00 AM to 4:00 PM only Mondays to Fridays Starting 19 April 2024	BAC Secretariat c/o Dianne G. Ibias at BAC Secretariat Office, 2 nd flr., Two-Storey Warehouse, DENR Compound, Visayas Ave., Diliman, Quezon City
2.	Pre-Bid Conference	26 April 2024, (Friday) 10:00 AM	Online via Google Meet Platform**
3.	Submission of Bid Documents	09 May 2024, (Thursday) 9:00 AM	BAC Secretariat c/o Dianne G. Ibias at BAC Secretariat Office, 2 nd flr., Two-Storey Warehouse, DENR Compound, Visayas Ave., Diliman, Quezon City
4.	Opening of Bids	09 May 2024, (Thursday) 10:00 AM	Online via Google Meet Platform**

^{**} Only two (2) pre-registered representatives per bidder shall be allowed to participate in the Google Meet video conference.

- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Prospective Bidders interested to join the Pre-Bid Conference and Bid Opening through Google Meet video conference may send request for the link to the <u>bac.co@denr.gov.ph</u> with the following information together with proof of identity of the attendee at least a day before the scheduled conference:

a.	Name of Project:	
b.	Bid Reference No.:	
C.	Activity:	
d.	Company Name:	
e.	Company Address:	



f.	Name of Representative/s (maximum of 2 personnel only):	i ii
g.	Email Address/es (to which all communications from the Bids and Awards Committee shall be sent:	iii
h.	Contact No/s.	
i.	Attach Scanned Copy or Photo of Identification Card (ID)	

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representative/s or personnel who are familiar with the bid requirements and will prepare the documents for the bidder.

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

Dianne G. Ibias

Head, BAC Secretariat
BAC Secretariat Office, 2nd flr., Two-Storey Warehouse,
DENR Compound, Visayas Ave., Diliman, Quezon City

Email Address: bac.co@denr.gov.ph Telephone/Fax No.: (02) 8926-2675

12. For downloading of Bidding Documents, you may visit: https://denr.gov.ph/bid-type/invitation-to-bid/public-bidding/

17 April 2024

NORLITO A. ENERAN, LL.M., CESO III
Director, Legal Affairs Service &
Vice Chairperson, Bids & Awards Committee



Section II. Instructions to Bidders



1. Scope of Bid

The Procuring Entity, **Department of Environment and Natural Resources-Central Office,** wishes to receive Bids for the **PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)**, with identification number **DENR-CO-2024-003**.

The Procurement Project (referred to herein as "Project") is composed of **Two (2) Lots**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2023 Continuing** in the amount of Pesos: **One Million Eight Hundred Twelve Thousand** (**PhP1.812.000.00**).

Lot No.	Description	Project ABC (PhP)
1	Construction of a New Fence and Security Gate for the DENR Property at Forbes Park Subdivision	950,000.00
2	Repair and Renovation of Office for Field Operations – Mindanao of the DENR-CO	862,000.00
	TOTAL ABC	1,812,000.00

2.2. The source of funding is NGA, General Appropriations Act.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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



5. Eligible Bidders

- Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.
 - A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.
- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

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

7.2. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and through videoconferencing/webcasting as indicated in the **IB**.

9. Clarification and Amendment of Bidding Documents

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



10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the BDS.

11. Documents comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies



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

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until for one hundred twenty (120) calendar days from the date of opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy (1) of the first and second components of its Bid.

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

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC;
- (d) bear the specific identification of this bidding process indicated in the 1.0; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, as specified in the IB.

то	THE BIDS AND AWARDS COMMITTEE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES			
FROM	•			
	(Name of Bidder in Capital Letters)			
ADDRESS	· ·			
	(Address of Bidder in Capital Letters)			
PROJECT	:			
BID REF. NO.	:			
(In Capital Letters, Indicate the Phrase): "DO NOT OPEN BEFORE:				

17. Deadline for Submission of Bids

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



18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the BDS shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by ITB Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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



Section III. Bid Data Sheet



Bid Data Sheet

ITB Clause					
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:				
	Repair/renovation/re	Repair/renovation/rehabilitation/construction of buildings.			
7.1	Subcontracting is not	allowed.			
10.3	Valid and current PCAB License duly signed by the Company's Authorized Managing Officer with Classification/Category in General Building/General Engineering with Category Trade/E and at least Small A Contractor. The PCAB license must indicate "PCAB registered contractor for Government Projects."				
10.4	Only applicable for				
		ment for key personnel is as			
	Manpower Requirement	Experience	License/Certificate		
	Key Personnel				
	Project Manager (Licensed Architect/Civil Engineer)	At least three (3) years of experience	Valid and current Professional Identification Card issued by Professional Regulation Commission (PRC)		
	Support Staff				
	Foreman				
	Carpenters		Valid certification issued by		
	Electricians	At least three (3) years of	Technical Education and Skills		
	Glass Installers	experience in their field of work	Development Authority		
	Masons		(TESDA)		
	Painters				
	Laborers	No minimum requirement as to the number of years	No minimum requirement		
10.5	Only applicable for Lot No.2:				
	The minimum requirement for equipment is as follows: i. Grinders; ii. Cutters; iii. Exhaust Fans/Blower with Flexible Ducting; iv. Painting Tools such as but not limited to paint tray, paint rollers, and painter's tape; v. Cleaning Equipment such as vacuum and; vi. Hauling Tools and Equipment				
12	Alternative Bids shall not be accepted.				



15.1	The bid security must be in any of the following forms issued in favor of the
	DEDADTMENT OF ENVIRONMENT AND NATURAL DESCRIPCES (DEND).

Lot No.	Description	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	
1	Construction of a New Fence and Security Gate for the DENR Property at Forbes Park Subdivision	950,000.00	19,000.00	47,500.00		
2	Repair and Renovation of Office for Field Operations – Mindanao of the DENR-CO	862,000.00	17,240.00	43,100.00	No required percentage	
	TOTAL	1,812,000.00	36,240.00	90,600.00		

19.2 The project will be awarded in two (2) lots as follows:

Lot No.	Description	Project ABC (₽)
1	Construction of a New Fence and Security Gate for the DENR Property at Forbes Park Subdivision	950,000.00
2	Repair and Renovation of Office for Field Operations – Mindanao of the DENR-CO	862,000.00

Post Qualification: Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post qualification:

(for Lot Nos. 1 and 2)

- Present an original copy and submit a certified true copy of the following:
 - a) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - b) Copy of any of the following documents issued to the bidder by the city or municipality where the principal place of business of the bidder is located or the equivalent document for Exclusive Economic Zones or Areas:
 - i. Business/Mayor's Permit for 2024; or
 - Business/Mayor's Permit for 2023 and Application for Business Mayor's Permit for 2024 with attached Official Receipt (OR) of payment of Licensing and Regulatory Fees
 - c) Valid and current Tax Clearance per E.O. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR):
 - d) Audited Financial Statements (AFS) for CY 2022 or 2023 received (with stamped receipt or with an attached copy of acknowledgment thru email) by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions dated CY 2023 or 2024, respectively;
 - e) 2022 or 2023 Annual Income Tax Return and Latest Income Tax Returns per Revenue Regulations 3-2005; Tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission (including copies of Quarterly VAT returns and its corresponding payments):
 - f) POs or Contracts for all Ongoing Contracts as listed per submitted Annex I with corresponding contact details (contact person, contact number & e-mail address);



- g) Certificate of Site Inspection issued by the General Services Division;
- h) Valid and current SSS Clearance or Latest Quarter Premium Remittances and DOLE Clearance/Certificate of No Pending Case or Undertaking to present original and submit certified true copy of a valid and current SSS Clearance or latest quarter premium remittances and DOLE Clearance if declared as Lowest/Single Calculated and Responsive Bid (L/SCRB) per Annex VI.

(In case of a Joint Venture between local companies, both partners must present/submit above item a. In case of foreign partner, must present/submit Corporate Financial Statement or Annual Report)

- 2. Submit an original copy of the following:
 - a) Company Profile (per Annex VII). Company printed brochure may be included;
 - b) Vicinity map/location of the business; and
 - c) List of manpower, materials, and equipment necessary for the project in accordance with the approved Plans, Specifications and TOR.

(Only applicable for Lot No.2)

d) List of service provider's Key Personnel and Support Staff with attached Curriculum Vitae and copies of the following additional documentary requirements:

Manpower Requirement	Documentary Requirements
Key Personnel	
Project Manager (Licensed Architect/Civil Engineer)	 Valid and current Professional Regular Commission (PRC) ID; List of completed or on-going contracts of similar in nature; and Proof of at least three (3) years of experience

Manpower Requirement	Documentary Requirements	
Support Staff		
1. Foreman		
2. Carpenters	 Valid TESDA Certificate; and Proof of at least three (3) years of experience in 	
3. Electricians		
4. Glass Installers		
5. Masons	their field of work	
6. Painters		
7. Laborers	No minimum requirement as to the number of years of experience	

- e) List of the following equipment, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project:
 - i. Grinders;
 - ii. Cutters;
 - iii. Exhaust Fans/Blower with Flexible Ducting;
 - iv. Painting Tools such as but not limited to paint tray, paint rollers, and painter's tape;
 - v. Cleaning Equipment such as vacuum and;
 - vi. Hauling Tools and Equipment

(In case of a Joint Venture, both partners must present/submit items a to b)



(for Lot Nos. 1 and 2)

- 3. Present an original copy of the following:
 - a) Constructor's Performance Evaluation Summary (CPES) with a Final Rating of at least Satisfactory; or Owners Certificate of Acceptance; or Owner's Certificate of Completion per submitted Annex I-A Statement of Single Largest Completed Contract;
 - b) Valid and current PCAB License duly signed by the Company's Authorized Managing Officer with Classification/Category in General Building/General Engineering with Category Trade/E and at least Small A Contractor. The PCAB license must indicate "PCAB registered contractor for Government Projects."
- 4. Submit certified true copies of the Eligibility, Technical, and Financial, Documents in two (2) sets, marked as "COPY 1" and "COPY 2".
- Submit digital/scanned copies of the Eligibility, Technical, Financial, and Post-Qualification Documents stored in a Universal Serial Bus (USB) flash drive.

Failure of the supplier, declared as Single/Lowest Calculated Bid (S/LCB), to duly submit the above requirements or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Supplier for award.

- Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as
 - 1. construction schedule and S-curve;
 - 2. manpower schedule, construction methods;
 - 3. equipment utilization schedule;
 - 4. construction safety and health program approved by the DOLE; and
 - 5. other acceptable tools of project scheduling.

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Section IV. General Conditions of Contract



1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

- 3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the SCC, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
 - 3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

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

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



5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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



10. Dayworks

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

11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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



15. Operating and Maintenance Manuals

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



Section V. Special Conditions of Contract



Special Conditions of Contract

GCC Clause			
2	No further instruction.		
3.1	The schedule of delivery of the possession of the site to the Contractor is based on the Section VI of the Bidding Documents.		
6	The site investigation reports necessary for the project shall be provided by the End-user unit.		
	The warranty against Structural Defects/Failures, except that occasioned- on force majeure, shall cover the period detailed below from the date of issuance of Certificate of Final Acceptance by the DENR. Number of years		
7.2	Lot No. Description Construction of a New Fence and Security Gate	covered	
	1 for the DENR Property at Forbes Park Subdivision	Five (5) years	
	Repair and Renovation of Office for Field Operations – Mindanao of the DENR-CO	Two (2) years	
10	No dayworks are applicable to the contract.		
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>fourteen (14) calendar</i> days from receipt of the Notice of Award.		
11.2	The amount to be withheld for late submission of an updated Program of Work is Ten Thousand Pesos (PhP10,000.00).		
13	The amount of the advance payment shall not exceed 15% of the total contract price and schedule of payment.		
14	Materials and equipment delivered on the site but not completely put in place shall be excluded for payment.		
45.4	The date by which operating and maintenance manuals are required is upon delivery of the required items as specified in the Section VI of the Bidding Documents.		
15.1	The date by which "as built" drawings are required and shall be part of the documentary requirement for payment.		



	The amount to be withheld for failing to produce "as built" drawings and/or
15.2	operating and maintenance manuals by the date required is Ten Thousand Pesos (PhP10,000.00).



Section VI. Specifications



Section VI-A (page 1 of 8)

SPECIFICATIONS

Lot No. 1 Construction of a New Fence and Security Gate for the DENR Property at Forbes Park Subdivision

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".

I. TERMS OF REFERENCE

TERMS OF REFERENCE

Construction of a New Fence and Security Gate of DENR Property at Forbes Park Subdivision

(13 McKinley Road, Forbes Park, Makati City)

1. ABSTRACT

Title of the Project

Construction of a New Fence and Security Gate of DENR Property at

Security Gate of DENR Property a Forbes Park Subdivision

Project Location

13 McKinley Road, Forbes Park,

Makati City

Approved Budget for the

Contract (ABC)

P 950,000.00

Length Covered : 44.95 lm

Project Duration : 90 Calendar Days

2. BACKGROUND

The Department of Environment and Natural Resources is in possession of a private property located at 13 McKinley Road, Forbes Park, Makati City. Regrettably, the property has garnered unfavourable attention within the community owning to the dilapidated condition of its existing fence, unsightly blue sacks and makeshift barbed wire functioning as a provisional gate which was provided by the Forbes Park Association. To effectively redress this concern and elevate both visual appeal and security of the premises, Construction of a New Fence and Security Gate of DENR Property at Forbes Park Subdivision is being proposed.

3. OBJECTIVES

- 3.1.To provide the prospective contractors with sufficient background information on the Construction of Fence and Security Gate at Forbes Park Subdivision which shall be completed within 90 calendar days at a cost most advantageous to the government in an acceptable quality and workmanship;
- 3.2. To describe the proposed project and its components in detail; and
- 3.3.To determine the roles and responsibilities of the winning contractor before, during, and after the construction period.

4. SCOPE OF WORKS

- 4.1. The Contractor, at their own expense, shall supply the necessary Documents, Labor, Materials, Transportation, Tools, Supplies, Equipment, and Appurtenances;
- 4.2. The Contractor shall manage and supervise the Project to its satisfactory completion in accordance with the Plans, Specifications approved by the Head of the Procuring Entity (HoPE) or his duly authorized representative;
- 4.3. The Contractor shall conduct site inspection to determine the specific needs of the project; and



Section VI-A (page 2 of 8)

TERMS OF REFERENCE

Construction of a New Fence and Security Gate of DENR Property at Forbes Park Subdivision (13 McKinley Road, Forbes Park, Makati City)

4.4. The Contractor shall perform the following tasks:

4.4.1. CLEARANCES AND PERMITS

- Secure the following, if applicable and necessary:
 - Notice to Proceed (NTP): notice issued by the HoPE to initiate and authorize the mobilization and implementation of the project;
 - Work Permit: permit issued by the GSD, including the rules and regulations to be observed by the Contractor for the duration of the project;
 - Fencing Permit: permit issued by the Local Government Unit (LGU) or the Local Municipality / City where the property is located to comply with the regulations and guidelines regarding fencing; and
 - FPA Permits: permit issued by the Forbes Park Association (FPA)

4.4.2. MOBILIZATION AND DEMOBILIZATION

- Upon receipt of Notice of Award (NOA), Contractor may process the documentary requirements necessary for issuance of Work Permit by the General Services Division;
- Mobilize and transport equipment, materials, and employees to the site upon receipt of Notice to Proceed (NTP) and Work Permit to the project site; and
- Demobilize or remove the same upon receipt of clearance from GSD after the completion of the project.

4.4.3. TEMPORARY FACILITIES

- Construct a temporary office at a location designated by the Director of Administrative Service or any duly authorized representative;
- Erect a temporary warehouse where materials and supplies shall be stored at a location designated by the Director of Administrative Service or any duly authorized representative;
- Maintain temporary facilities clean and within the guidelines of the Environmental Management Systems (EMS);
- Facilitate the installation of temporary lighting, power, water supply, and all necessary facilities and utilities needed to complete the project, wherein the cost of electricity and water used for the Project shall be on the account of the contractor;
- e. Provide at least one warehouseman to ensure security of materials, supplies, as well as temporary facilities and utilities as needed; and
- Avoid unnecessary activity around temporary utilities and facilities that may result in accidents.



Section VI-A (page 3 of 8)

TERMS OF REFERENCE

Construction of a New Fence and Security Gate of DENR Property at Forbes Park Subdivision (13 McKinley Road, Forbes Park, Makati City)

4.4.4. STORAGE

- Deliver all supplies and materials at a location designated by the Director of Administrative Service or his duly authorized representative;
- Ensure that all supplies and materials are properly turned over and delivered on the designated location in good quality and condition;
- c. Provide a record of delivery indicating its time; and
- Store materials to ensure the preservation of their quality and fitness for their work and to facilitate prompt inspection;

4.4.5. DEMOLITION AND REMOVAL WORKS

- a. Conduct removal as necessary to implement the work;
- Incorporate an itemized list of all necessary demolition works required into the schedule of construction operations;
- Perform demolition of all existing structures and kind of obstructions as incorporated in the list within the limit of the project while preventing damage to other facilities in accordance with all applicable laws and ordinances;
- d. Place all unnecessary materials or debris in all approved containers to prevent the spread and accumulation of dust and dirt;
- Remove all debris from the project site as often as necessary, but not less than once at the end of each work day;
- Segregation of remaining materials after the construction must be turn over and accounted by the Property Management Section;
- Identify and turn over all salvaged materials to the GSD Building and Grounds Management Section (BGMS); and
- h. Dispose the material on the basis of segregation.

4.4.6. EARTHWORKS

- Excavation and levelling of the site as required for the construction of new fence and security gate;
- Ensure that the fence posts and foundations are properly installed, aligned, and securely in place before commencing the backfill activities; and

4.4.7. CONCRETE WORKS

- Design formwork to be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials;
- Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement;



Section VI-A (page 4 of 8)

TERMS OF REFERENCE

Construction of a New Fence and Security Gate of DENR Property at Forbes Park Subdivision (13 McKinley Road, Forbes Park, Makati City)

- Fabricate and install reinforcing bars to conform to required shapes and dimensions as indicated on drawings; and
- Construction of reinforced concrete footing and pedestal for fence posts, gate post concrete structures.

4.4.8. MASONRY WORKS

 Construction of masonry wall between fence posts as indicated on drawings.

4.4.9. METAL WORKS

 Install steel posts, frameworks, chain link fabrics, accessories and gates as indicated on drawings.

4.4.10. PAINTING WORKS

- Conduct proper surface preparation prior to application of paints;
- Apply environmentally safe, odorless, and anti-bacterial latex paint for walls;
- Use sample and desired color that is approved only by the Director of Administrative Service or his duly authorized representative; and
- Tape and cover all other surfaces endangered by stains and paint marks with craft paper or any other applicable materials.

4.4.11. CLEANING

- Remove and dispose of all dirt and debris and keep work area clean, neat, and orderly at all times during the progress of the work to prevent accidents; and
- b. Collect and remove all debris from the site daily.

4.4.12. ADDITIONAL WORKS

- Perform other works not stated above but necessary to the completion of the Project; and
- Provide additional works as necessary with the approval of the Director of Administrative Service or his duly authorized representative

5. GENERAL REQUIREMENT

- 5.1. The Contractor shall visit the site and thoroughly inspected existing facilities and properly considered, in the preparation of the supply and installation, how such conditions will affect the work required by the Plans, Specifications, and TOR. Failure to do so will in no way relieve the Contractor of the responsibility for furnishing labor, materials, and equipment required;
- 5.2. The Contractor shall supply and submit a list of manpower, materials, and equipment necessary for the project in accordance with the approved Plans, Specifications, and TOR;



Section VI-A (page 5 of 8)

TERMS OF REFERENCE

Construction of a New Fence and Security Gate of DENR Property at Forbes Park Subdivision (13 McKinley Road, Forbes Park, Makati City)

- 5.3. The Contractor shall submit pictures taken before, on-going, and after the construction:
- 5.4. The Contractor shall submit an accomplishment report, which is accompanied with pictures and addressed to the Director of Administrative Service or his duly authorized representative, every Friday of the succeeding week;
- 5.5. The Contractor shall finish with first class workmanship to the satisfaction of the Director of Administrative Service or his duly authorized representative;
- 5.6. The Contractor shall only use materials in accordance to the standards of the Bureau of Research and Standards of the Department of Public Works and Highways, the Department of Science and Technology, or the Department of Trade and Industry;
- 5.7. The Contractor shall pay the cash bond required by the Forbes Park Association;
- 5.8. The Contractor shall adopt a procedure to mitigate the effects to the environment of demolition, repair, painting, and other activities; and
- 5.9. The Contractor shall follow guidelines related to the fight against COVID-19 issued by the Inter-Agency Task Force, DPWH, Makati City Government, and other offices, agencies, and departments of the Philippines.

6. MODE OF PAYMENT

- 6.1. The ABC of this construction, which is not necessarily the contract amount is Nine Hundred Fifty Thousand Pesos (Php 950,000.00) inclusive of all applicable government taxes and charges;
- 6.2. The Contractor shall not claim additional payments or damages for any delay or extra expense caused by encountering construction or 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 Contractor the contract amount, inclusive of all applicable taxes;
- 6.4. The DENR shall, upon written request by the Contractor which shall be submitted as a contract document, make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price upon submission of an irrevocable letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission;
- 6.5. Upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank, the advance payment shall be allowed and paid within sixty (60) calendar days from signing of the contract. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the Works are delivered, and accompanied by a claim for the advance payment; and
- 6.6. Payment is given in full only after completion and acceptance of the project.



Section VI-A (page 6 of 8)

TERMS OF REFERENCE

Construction of a New Fence and Security Gate of DENR Property at Forbes Park Subdivision (13 McKinley Road, Forbes Park, Makati City)

7. MISCELLANEOUS PROVISIONS

- 7.1. The Contractor shall conform with the Environment Management System being practiced by the DENR Central Office in accordance with ISO 14001:2015 by providing the following:
 - 7.1.1. 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 days upon receipt of the NTP;
 - 7.1.2. All supplies and materials to be brought inside the Project Site shall be green labelled or environment friendly (if applicable) and bear the corresponding Material Safety Data Sheet (MSDS);
 - 7.1.3. 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
 - 7.1.4. All toxic and hazardous wastes generated shall be properly turned over to Materials Recovery Facility (MRF) of the DENR CO for the inventory and subsequent disposition enlisting the services of authorized treater/transporter.
- 7.2. The Contractor shall ensure that all staff must wear their proper working apparels with IDs and provided with necessary safety gears;
- 7.3. The Contractor shall strictly prohibit the use of polystyrene foam, such as Styrofoam, and plastic in the working area;
- 7.4. The Contractor 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
- 7.5. The Contractor 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 and other relevant governmental authorities.

8. VIOLATION OF THE TERMS AND CONDITIONS

- 8.1. The Contractor shall hold the DENR free from any and all claims, liabilities, losses and suits arising from the Contractor's services, or the acts, omissions, or conduct of all persons employed or allowed by the Contractor or participate or assist in the performance of its obligations under this TOR;
- 8.2. The DENR shall have the right to declare this Agreement rescinded and terminated after due notice upon failure of the Contractor to comply with any terms and conditions of this Agreement without prejudice to such other rights of the DENR to proceed against the Contractor 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



Section VI-A (page 7 of 8)

TERMS OF REFERENCE Construction of a New Fence and Security Gate of DENR Property at Forbes Park Subdivision (13 McKinley Road, Forbes Park, Makati City)

8.3. If the Contractor 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 Contractor 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 Contractor shall be subject to Administrative sanctions pursuant to RA 9184 and its IRR.

Prepared by:

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

Checked by:

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

Noted by:

ENGR. GUILLERMO V. ESTIPONA JR.

OIC Chief, G\$D

Approved by

ROLANDO R. CASTRO Director, Administrative Service



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II. OTHER REQUIREMENTS

- 1. Contractor to submit pictures/photos before, during and after repair and rehabilitation.
- 2. All Materials to be used must be compliant with the Product Quality Standards set by the Bureau of Philippine Standards-DTI
- 3. All Materials to be used in the project must be presented for approval to DENR Authorized Representatives prior to its installation.
- 4. Bidder has no overdue deliveries or unperformed services intended for DENR.
- 5. Bidder did not participate as a consultant in the preparation of the design or technical specification of the WORKS subject of the bid.

III. REQUIREMENTS IF AWARDED THE CONTRACT

The Contractor shall submit the following within fourteen (14) calendar days after issuance of the Notice of Award:

A Detailed Program of Work for approval of DENR's Authorized Representative, which shall include among others:

- a) The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction.
- b) Periods for review of specific outputs and any other submissions and approvals.
- c) Sequence of timing for inspections and tests as specified in the contract documents.
- d) Number of names and personnel to be assigned for each stage of the work.
- e) List of Equipment required on site for each major stage of the work.
- f) Description of the quality control system to be utilized for the project.

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	
	Name & Designation (in print)	
	Date	



Section VI-B (page 1 of 12)

SPECIFICATIONS

Lot No. 2 Repair and Renovation of Office for Field Operations - Mindanao of the DENR-CO

Instruction to Bidders:

<u>Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".</u>

I. TERMS OF REFERENCE

TERMS OF REFERENCE

Renovation of Office for Field Operations - Mindanao

(5/F Main Building, DENR Compound, Visayas Avenue, Diliman, Quezon City)

1. ABSTRACT

Title of the Project : Renovation of Office for Field

Operations - Mindanao

Project Location : 5/F Main Building, DENR Compound,

Visayas Avenue, Diliman, Quezon

City, 1100

Approved Budget for the

Contract (ABC)

P 862,000.00

Area Covered : 113.13 m²

Project Duration : 45 Calendar Days

2. BACKGROUND

Over the year, facilities at the DENR Central Office have outdated or inefficient layouts that hinder workflow and collaboration among staff members. **Renovation of Office for Field Operations - Mindanao** can create a more comfortable and conducive environment, potentially leading to increased productivity and satisfaction among employees.

3. OBJECTIVES

- 3.1.To provide the prospective contractors with sufficient background information on the Renovation of Office for Field Operations - Mindanao at DENR Compound, Visayas Ave., Diliman, Quezon City, 1100 which shall be completed within 45 calendar days at a cost most advantageous to the government in an acceptable quality and workmanship;
- 3.2. To describe the proposed project and its components in detail; and
- 3.3. To determine the roles and responsibilities of the winning contractor before, during, and after the renovation period.

4. SCOPE OF WORKS

4.1.The Contractor, at their own expense, shall supply the necessary Documents, Labor, Materials, Transportation, Tools, Supplies, Equipment, and Appurtenances;



Section VI-B (page 2 of 12)

TERMS OF REFERENCE

Renovation of Office for Field Operations - Mindanao

(5/F Main Building, DENR Compound, Visayas Avenue, Diliman, Quezon City)

- 4.2. The Contractor shall manage and supervise the Project to its satisfactory completion in accordance with the Plans, Specifications, and Terms of Reference (TOR) approved by the Head of the Procuring Entity (HoPE) or his duly authorized representative;
- The Contractor shall conduct site inspection to determine the specific needs of the project; and
- 4.4. The Contractor shall perform the following tasks:

4.4.1. CLEARANCES AND PERMITS

- Secure the following:
 - Notice to Proceed (NTP): notice issued by the HoPE to initiate and authorize the mobilization and implementation of the project;
 - Work Permit: permit issued by the GSD, including the rules and regulations to be observed by the Contractor for the duration of the project;

4.4.2. MOBILIZATION AND DEMOBILIZATION

- Upon receipt of Notice of Award (NOA), Contractor may process the documentary requirements necessary for issuance of Work Permit by the General Services Division;
- Mobilize and transport equipment, materials, and employees to the site upon receipt of Notice to Proceed (NTP) and Work Permit to the project site; and
- Demobilize or remove the same upon receipt of clearance from GSD after the completion of the project.

4.4.3. STORAGE

- Deliver all supplies and materials at a location designated by the Director of Administrative Service or his duly authorized representative;
- Ensure that all supplies and materials are properly turned over and delivered on the designated location in good quality and condition;
- c. Provide a record of delivery indicating its time; and
- Store materials to ensure the preservation of their quality and fitness for their work and to facilitate prompt inspection.



Section VI-B (page 3 of 12)

TERMS OF REFERENCE

Renovation of Office for Field Operations - Mindanao

(5/F Main Building, DENR Compound, Visayas Avenue, Diliman, Quezon City)

4.4.4. DEMOLITION AND REMOVAL WORKS

- a. Identify all existing items that needs to be reinstalled after the renovation, coordinate with GSD Building Management Section;
- Remove electrical items, dry walls, and ceiling necessary to implement renovation;
- Incorporate an itemized list of all necessary demolition works required into the schedule of renovation operations;
- d. Perform demolition of all existing structures and kind of obstructions as incorporated in the list within the limit of the project while preventing damage to other facilities in accordance with all applicable laws and ordinances;
- Disruptive and noisy activities that may disturb DENR employees and officials should be scheduled for weekends, holidays, or outside of regular office hours;
- Place all unnecessary materials or debris in all approved containers to prevent the spread and accumulation of dust and dirt;
- g. Remove and dispose properly all renovation waste materials and debris from the DENR Compound as often as necessary upon securing corresponding gate pass; and
- Turn over all salvaged materials to the GSD Building Management Section (BMS).

4.4.5. DAMAGE PREVENTION

- Secure the project site to prevent illegal entry or work damage during the entire duration of the contract;
- Observe and undertake necessary precautionary measures against fire by keeping away flammable supplies and materials and providing at least two fire extinguishers;
- Comply with pertinent regulations and adopt safety measures, such as but not limited to enclosures, shielding, coverings, warning devices, off limits signs, and safety barricades surrounding the work area;
- Undertake all necessary precautions to prevent damages to all existing structures, which are to remain and do not require any modification; and
- Assume full responsibility for all incurred damages to all existing structures resulting from the actual work.

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Section VI-B (page 4 of 12)

TERMS OF REFERENCE

Renovation of Office for Field Operations - Mindanao

(5/F Main Building, DENR Compound, Visayas Avenue, Diliman, Quezon City)

4.4.6. DRY WALL

- Install new dry wall to replace the removed materials and as per approved drawings; and
- Provide dry wall after relocating 1 set of door & jamb as indicated in the approved drawing.

4.4.7. DOORS

- Reinstall existing 2 sets doors & jambs from the Conference Room and Undersecretary's Office after provision of new dry wall; and
- Relocate 1 set of door & jamb in Assistant Secretary's Office as indicated in the approved drawing.

4.4.8. CEILING WORKS

 Install new ceiling system to match the existing Ceiling in Conference Room and Undersecretary's Office after relocation of dry wall;

4.4.9. ELECTRICAL WORKS

- Perform all electrical works in accordance with the approved Specifications, Plans, and governing Codes and Regulations, such as the Philippine Electrical Code;
- b. Fabricate, furnish, deliver, and install activities at the subject premises;
- Comply to the required standards for the furnishing of all labor, materials, and equipment necessary for the complete installation of the work specified herein and as indicated on the drawings;
- Install new electrical wirings, outlets, switches, lightings, and all necessary connections; and
- Electrical load should not exceed the maximum electrical load designed for the unit.

4.4.10. GLASS PARTITION

 Install frosted acrylic glass partition and aluminium glass partition with sliding door in accordance with the approved drawing.

4.4.11. PAINTING WORKS

a. Conduct proper surface preparation prior to application of paints;



Section VI-B (page 5 of 12)

TERMS OF REFERENCE

Renovation of Office for Field Operations - Mindanao

(5/F Main Building, DENR Compound, Visayas Avenue, Diliman, Quezon City)

- Apply environmentally safe, odorless, and anti-bacterial latex paint for walls;
- Use sample and desired color that is approved only by the Director of Administrative Service or his duly authorized representative; and
- d. Tape and cover all other surfaces endangered by stains and paint marks with craft paper or any other applicable materials.

4.4.12. **CLEANING**

- Remove and dispose of all dirt and debris and keep work area clean, neat, and orderly at all times during the progress of the work to prevent accidents; and
- b. Collect and remove all debris from the site daily.

4.4.13. ADDITIONAL WORKS

- Perform other works not stated above but necessary to the completion of the Project; and
- Provide additional works as necessary with the approval of the Director of Administrative Service or his duly authorized representative

5. SPECIFICATIONS OF WORKS

5.1.The Contractor shall perform the above works at par with the following specifications:

5.1.1. CEILING & DRY WALL WORKS

- Install new ceiling & dry wall as required, ensuring smooth and even surfaces;
- Conduct necessary framing or structural work for ceiling & dry wall installation; and
- Ensure that the installation is in accordance with building codes and standards.

5.1.2. GLASS PARTITION

- a. Assemble the glass partition according to manufacturer's specification;
- Carefully install glass partitions, ensuring they are level, plumb and securely fastened;



Section VI-B (page 6 of 12)

TERMS OF REFERENCE

Renovation of Office for Field Operations - Mindanao

(5/F Main Building, DENR Compound, Visayas Avenue, Diliman, Quezon City)

- c. Apply appropriate seals to ensure the partitions are secure;
- Clean the glass partition thoroughly, removing fingerprints, smudges, or debris; and
- Remove all packaging materials and waste from the area after installation.

5.1.3. PAINTING WORKS

- a. The Contractor prior to commencement of the work shall examine the surfaces to be applied with paints, enamels, varnishes, lacquers, sanding sealers, and other related products in order not to jeopardize the quality and appearance of painting or finishing work;
- All obstruction materials shall be removed prior to painting and varnishing operations;
- Voids, cracks, and all other kinds of defects shall be repaired with proper patching materials and finished flush with the surrounding surfaces;
- Marred or damaged shop coats on metal shall be spot primed with appropriate metal primer;
- e. Paint drips, oil, or stains on adjacent surfaces shall be removed and the entire job left clean and acceptable to the Director of Administrative Service or his duly authorized representative; and
- f. Upon completion of the work, all staging, scaffoldings, and paint containers shall be removed and disposed according to EMS policy and standards.

6. GENERAL REQUIREMENT

- 6.1. The Contractor shall visit the site and thoroughly inspected existing facilities and properly considered, in the preparation of the supply and installation, how such conditions will affect the work required by the Plans, Specifications, and TOR. Failure to do so will in no way relieve the Contractor of the responsibility for furnishing labor, materials, and equipment required;
- 6.2. The Contractor shall supply and submit a list of manpower, materials, and equipment necessary for the project in accordance with the approved Plans, Specifications, and TOR;
- 6.3. The Contractor shall submit pictures taken before, on-going, and after the renovation:



Section VI-B (page 7 of 12)

TERMS OF REFERENCE

Renovation of Office for Field Operations - Mindanao

(5/F Main Building, DENR Compound, Visayas Avenue, Diliman, Quezon City)

- 6.4. The Contractor shall submit an accomplishment report, which is accompanied with pictures and addressed to the Director of Administrative Service or his duly authorized representative, every Friday of the succeeding week;
- 6.5. The Contractor shall finish with first class workmanship to the satisfaction of the Director of Administrative Service or his duly authorized representative;
- 6.6. The Contractor shall only use materials in accordance to the standards of the Bureau of Research and Standards of the Department of Public Works and Highways, the Department of Science and Technology, or the Department of Trade and Industry;
- 6.7. The Contractor shall adopt a procedure to mitigate the effects to the environment of demolition, repair, painting, and other activities; and
- 6.8. The Contractor shall follow guidelines related to the fight against COVID-19 issued by the Inter-Agency Task Force, DPWH, Quezon City Government, and other offices, agencies, and departments of the Philippines.

7. EQUIPMENT AND MANPOWER REQUIREMENT

7.1. The Contractor shall provide the following key personnel:

Key Personnel	Description	Years of Experience Required	Documents
Project Manager	Licensed Architect/Civil Engineer	Three (3) years	Curriculum Vitae, Valid Professional Identification Card issued by Professional Regulation Commission (PRC)

- 7.2. The Contractor shall provide the following Support Staff with corresponding TESDA Certificate and with at least 3 years of experience in their field of work:
 - 7.2.1. Foreman;
 - 7.2.2. Carpenters;
 - 7.2.3. Electricians;
 - 7.2.4. Glass Installers;
 - 7.2.5. Masons; and
 - 7.2.6. Painters.
- 7.3. The Contractor shall provide Laborer(s), with no minimum requirement as to number of years of experience;



Section VI-B (page 8 of 12)

TERMS OF REFERENCE

Renovation of Office for Field Operations - Mindanao

(5/F Main Building, DENR Compound, Visayas Avenue, Diliman, Quezon City)

- 7.4. The Contractor shall provide the following minimum equipment:
 - 7.4.1. Grinders:
 - 7.4.2. Cutters:
 - 7.4.3. Exhaust Fans/Blower with Flexible Ducting;
 - 7.4.4. Painting Tools, such as but not limited to paint tray, paint rollers, and painter's tape;
 - 7.4.5. Cleaning Equipment, such as vacuum; and
 - 7.4.6. Hauling Tools and Equipment.
- 7.5. The Contractor shall submit the following documents of key personnel:
 - 7.5.1. Curriculum Vitae:
 - Copy of valid and current Professional Identification Card issued by the PRC; and
 - 7.5.3. List of completed or on-going contracts of similar in nature.
- 7.6. The Contractor shall have no history of overdue deliveries or unperformed services intended for the DENR and other government agencies.

8. MODE OF PAYMENT

- 8.1. The ABC of this project, which is not necessarily the contract amount is Eight Hundred Sixty-Two Thousand Pesos (Php 862,000.00) inclusive of all applicable government taxes and charges;
- 8.2. The Contractor shall not claim additional payments or damages for any delay or extra expense encountered during the renovation of delivery of materials other than anticipated or different from those indicated;
- 8.3. In consideration of the services to be performed under this TOR, the DENR shall pay the Contractor the contract amount, inclusive of all applicable taxes;
- 8.4. The DENR shall, upon written request by the Contractor which shall be submitted as a contract document, make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price upon submission of an irrevocable letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission;



Section VI-B (page 9 of 12)

TERMS OF REFERENCE

Renovation of Office for Field Operations - Mindanao

(5/F Main Building, DENR Compound, Visayas Avenue, Diliman, Quezon City)

- 8.5. The advance payment shall be repaid by the contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for advance payment;
- 8.6. Upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank, the advance payment shall be allowed and paid within sixty (60) calendar days from signing of the contract. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the Works are delivered, and accompanied by a claim for the advance payment; and
- 8.7. Payment is given in full only after completion and acceptance of the project.

9. MISCELLANEOUS PROVISIONS

- 9.1. The Contractor shall conform with the Environment Management System being practiced by the DENR Central Office in accordance with ISO 14001:2015 by providing the following:
 - 9.1.1. 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 days upon receipt of the NTP;
 - 9.1.2. 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);
 - 9.1.3. 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
 - 9.1.4. All toxic and hazardous wastes generated shall be properly turned over to Materials Recovery Facility (MRF) of the DENR CO for the inventory and subsequent disposition enlisting the services of authorized treater/transporter.
- 9.2. The Contractor shall ensure that all staff must wear their proper working apparels with IDs and provided with necessary safety gears;
- 9.3. The Contractor shall strictly prohibit the use of polystyrene foam, such as Styrofoam, and plastic in the working area;
- 9.4. The Contractor 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



Section VI-B (page 10 of 12)

TERMS OF REFERENCE

Renovation of Office for Field Operations - Mindanao

(5/F Main Building, DENR Compound, Visayas Avenue, Diliman, Quezon City)

9.5. The Contractor 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 and other relevant governmental authorities.

10. VIOLATION OF THE TERMS AND CONDITIONS

- 10.1. The Contractor shall hold the DENR free from any and all claims, liabilities, losses and suits arising from the Contractor's services, or the acts, omissions, or conduct of all persons employed or allowed by the Contractor or participate or assist in the performance of its obligations under this TOR;
- 10.2. The DENR shall have the right to declare this Agreement rescinded and terminated after due notice upon failure of the Contractor to comply with any terms and conditions of this Agreement without prejudice to such other rights of the DENR to proceed against the Contractor 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
- 10.3. If the Contractor 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 Contractor 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 Contractor shall be subject to Administrative sanctions pursuant to RA 9184 and its IRR.



Section VI-B (page 11 of 12)

TERMS OF REFERENCE
Renovation of Office for Field Operations - Mindanao
(5/F Main Building, DENR Compound, Visayas Avenue, Diliman, Quezon City)

Prepared by:

ENGR. CHRISTIAN S MOLINA Technical Assistant, GSD - BGMS

Checked by:

ENGR. RANDY L. TIIN Section Chief, QSD - BGMS

Noted by:

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

Approved by:

ROLANDO R. CASTRO Director, Administrative Service



Section VI-B (page 12 of 12)

II. OTHER REQUIREMENTS

- 6. Contractor to submit pictures/photos before, during and after repair and rehabilitation.
- 7. All Materials to be used must be compliant with the Product Quality Standards set by the Bureau of Philippine Standards-DTI
- 8. All Materials to be used in the project must be presented for approval to DENR Authorized Representatives prior to its installation.
- 9. Bidder has no overdue deliveries or unperformed services intended for DENR.
- 10. Bidder did not participate as a consultant in the preparation of the design or technical specification of the WORKS subject of the bid.

III. REQUIREMENTS IF AWARDED THE CONTRACT

The Contractor shall submit the following within fourteen (14) calendar days after issuance of the Notice of Award:

A Detailed Program of Work for approval of DENR's Authorized Representative, which shall include among others:

- g) The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction.
- h) Periods for review of specific outputs and any other submissions and approvals.
- i) Sequence of timing for inspections and tests as specified in the contract documents.
- j) Number of names and personnel to be assigned for each stage of the work.
- k) List of Equipment required on site for each major stage of the work.
- I) Description of the quality control system to be utilized for the project.

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	
 Marca 9 Decimation (in print)	
Name & Designation (in print)	
Date	



Section VII. Drawings



Section VII-A (page 1 of 1)

Lot No. 1: Construction of a New Fence and Security Gate for the DENR Property at Forbes Park Subdivision

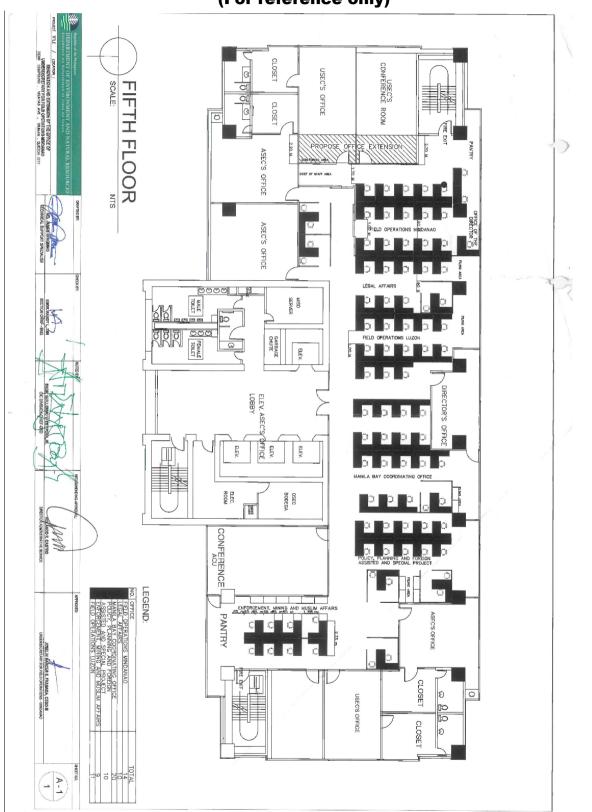
(For reference only) DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES N 24°00' E 52.34 m PROPOSED GATE & PERIMETER FENCE AT THE FURBES PARK PROPERTY NO. 13, MOSHIESY ROAD, FORBES PARK, MAKATI CITY LOT 2, BLOCK 2 AREA = 2,333 sq.m. \$ 26°21' W. 55.62 m LOT3, BLOCK 2 A 1 SCALE (A3): 1:200 MTS LOT PLAN A N SCALE (A3): **GATE & FENCE DETAILS** AI 2.80 SCALE (A3) TYPICAL ELEVATION 3.00 CL P.2) With John Swift & Store - 3 STROKE A 1 SCALE (A3): 4 SECTION DETAIL 1:20 MTS AR-01 1.20 1.00 2030



Section VII-B (page 1 of 2)

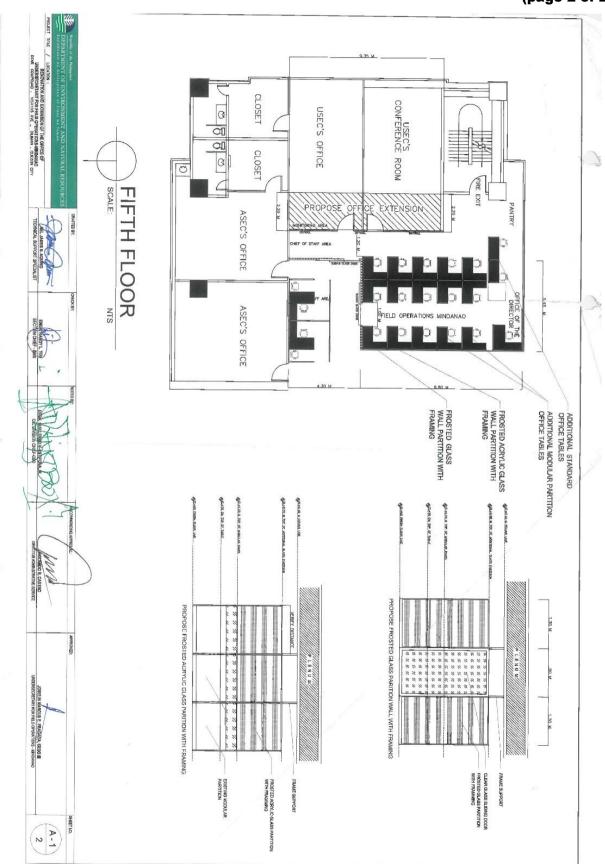
Lot No. 2: Repair and Renovation of Office for Field Operations - Mindanao of the DENR-CO

(For reference only)





Section VII-B (page 2 of 2)





Section VIII. Bill of Quantities



Section VIII-A Page 1 of 5

BILL OF QUANTITIES

(Prices must be inclusive w/ VAT)

LOT NO. 1: CONSTRUCTION OF A NEW FENCE AND SECURITY GATE FOR THE DENR PROPERTY AT FORBES PARK SUBDIVISION Bid Ref. No. DENR-CO-2024-003

Approved Budget for the Contract - PhP 950,000.00

Instruction to the Bidder: Indicate cost per line item. DO NOT LEAVE ANY BLANK. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

DESCRIPTION	QTY.	UNIT	UNIT COST in PhP	TOTAL COST in PhP
I. GENERAL REQUIREMENTS				
Occupational Health and Safety Program	1	lot		
			SUBTOTAL I	
II. CLEARING WORKS				
Demolition of Existing Fence & Guard House	1	lot		
			SUBTOTAL II	
III. EARTHWORKS				
Excavation (Common Soil)	38	cu.m.		
Embankment from structure excavation	25	cu.m.		
Gravel Fill	2	cu.m.		
			SUBTOTAL III	
IV. CONCRETE WORKS - CLASS A				
Fence & Gate = 6.36 cu.m.				
F1 (0.8x0.8x.0.2m)	14	nos.		
C1 (0.2x0.2x3.3m)	14	nos.		
WF1 (0.2x0.3m)	33.25	lm		
F2 (1x1x.0.25m)	3	nos.		
C2 (0.25x0.25x3.5m)	3	nos.		
Bond Beam (0.1x0.15m)	33.25	lm		



Section VIII-A Page 2 of 5

DESCRIPTION	QTY.	UNIT	UNIT COST in PhP	TO TAL COST in PhP
IV. CONCRETE WORKS - CLASS A (CONTINUA	ATION)			
Materials		h		
Ordinary Portland Cement Sand	61	bags cu.m.		
Gravel (3/4" or 20mm)	7	cu.m.		
			SUBTOTAL IV	
V. DEFORMED REINFORCING STEEL, G40 Materials		[
F1				
16mm dia. steel bar (6 mts)	218	kgs		
#16 G.I. Wire	4	kgs		
C1				
16mm dia. steel bar (6 mts)	113.64	kgs.		
10mm dia. steel bar (6 mts)	29.60	kgs.		
#16 G.I. Wire	2.15	kgs.		
F2				
16mm dia. steel bar (6 mts)	76.00	kgs.		
#16 G.I. Wire	2.00	kgs.		
C2				
16mm dia. steel bar (6 mts)	66.29	kgs.		
10mm dia. steel bar (6 mts)	33.30	kgs.		
#16 G.I. Wire	2.00	kg.		
WF1				
12mm dia. steel bar (6 mts)	85.28	kgs.		
#16 G.I. Wire	2.00	kgs.		
Bond Beam				
12mm dia. steel bar (6 mts)	60.00	kgs.		
#16 G.I. Wire	0.90	kg.		
			SUBTOTAL V	



Section VIII-A Page 3 of 5

DESCRIPTION	QTY.	UNIT	UNIT COST in PhP	TO TAL COST in PhP
VI. FORMWORKS (QTY = 674.20 SQ.M.)		I		
Materials				
1/2" x 4' x 8' Ordinary Plywood	8	pcs		
2"x2"x12' Coco Lumber	98	bd.ft.		
Consumables (5% of materials)				
			SUBTOTAL VI	
VII. MASONRY WORK (a) 4" CHB (area = 47.70 sq.m.)				
Ordinary Portland Cement	27	bags		
Sand	3	cu.m.		
4" Thick CHB	627	pcs		
12mm x 6m dia RSB	38	kgs		
# 16 G.I. Tie wire	1	kgs		
(b) Plastering (16mm thick class B mixture)				
Portland Cement	20	bags		
Sand	2	cu.m.		
		9	SUBTOTAL VII	
VIII. PAINTING WORK				
Materials				
Concrete Neutralizer	3.00	gallons		
Concrete Sealer / Primer	5.00	gallons		
Patching Compound	6.00	gallons		
Semi-Gloss Latex (2 Coats)	9.00	gallons		
Consumables (5% of material cost)				
		S	UBTOTAL VIII	



Section VIII-A Page 4 of 5

DESCRIPTION	QTY.	UNIT	UNIT COST in PhP	TO TAL COST in PhP
IX. METALWORKS				
Galvanized Cyclone Wire (50x50x2.0mm) - 1.2m Height	35	lm		
50mm dia. Galvanized Steel Pipe Top Rail S20	35	lm		
76mm dia. Galvanized Steel Pipe Line Post with Extension Arm (2m Length)	14	sets		
25mmx2.5mm thick galvanized stretcher flat bar	65	lm		
2 ply Galvanized Barbed Wire with 2mm Barbs at 120mm OC	105	lm		
Gate (Galvanized Cyclone Wire (50x50x2.0mm) on 50mm dia pipe frame)	1	set		
			SUBTOTAL IX	

SUMMARY OF COSTS	In <u>PhP</u>
DIRECT COST:	
A. Materials (Subtotal I + Subtotal III + Subtotal IV + Subtotal V + Subtotal VI + Subtotal VIII + Subtotal IX)	
B. Labor	
C. Mobilization Demobilization	
D. Clearing Works (Subtotal II)	
E. Fencing Permit and FPA Permit	
F. FPA Construction Cash Bond	
INDIRECT COST:	
G. OCM	
H. Contractor's Profit	
I. VAT	
TOTAL PROJECT COST	



Section VIII-A Page 5 of 5

	Name of Company (in print)
Signatui	re of Company Authorized Representative
	Name & Designation (in print)



Section VIII-B Page 1 of 4

BILL OF QUANTITIES

(Prices must be inclusive w/ VAT)

<u>LOT NO. 2: Repair and Renovation of Office for Field Operations – Mindanao of the DENR-CO</u>

Bid Ref. No. DENR-CO-2024-003

Approved Budget for the Contract - PhP 862,000.00

Instruction to the Bidder: Indicate cost per line item. DO NOT LEAVE ANY BLANK. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

DESCRIPTION	QTY.	UNIT	UNIT COST <u>in PhP</u>	TOTAL COST <u>in PhP</u>
I. GENERAL REQUIREMENTS				
Mobilization and Demobilization	1	lot		
Occupational Health and Safety Program	1	lot		
			SUBTOTAL I	
II. REMOVAL OF STRUCTURE AND OBSTRUCTIO	NS			
Removal of Dry Wall, Ceiling, Lighting Fixtures (Site Clearing and Site Preparation)	1	lot		
			SUBTOTAL II	
III. DRY WALL		,		
Materials				
Gypsum Board 12mm Thick	52	pcs		
Metal Studs 3m Length	33	pcs		
Rivets	3	pcs		
1" Metal Screw	10	pcs		
		·	SUBTOTAL III	
IV. CEILING WORKS (QTY. 24.684 SQ.M.) (<u>NOTE: I</u>	NCLUD	ING DRO	P CEILING)	
Materials				
Gypsum Board 12mm Thick	10	pcs		
Metal Furring 12mm x 38mm x 0.8mm Thick x 3m Length	30	pcs		
Carrying Channels 12mm x38mm x 0.8mm thick	10	pcs		



Section VIII-B Page 2 of 4

DESCRIPTION	QTY.	UNIT	UNIT COST in PhP	TOTAL COST in PhP			
IV.CEILING WORKS (NOTE: INCLUDING DR	IV.CEILING WORKS (NOTE: INCLUDING DROP CEILING)						
Materials							
Hanger Bars/Rod	26	pcs					
Channel Clip	156	pcs					
Wall Angle	7	pcs					
Rivets	363	pcs					
1"Metal Screw	104	pcs					
			SUBTOTAL IV				
V. PAINTING WORKS							
(a) Ceiling (Area = 24.68 sq.m)							
Materials							
Concrete neutralizer	1	gal					
Concrete sealer / Primer	2	gal					
Patching compound	2	gal					
Semi-Gloss Latex (2 coats only)	3	gal					
Consumables (5% of materials)							
(b) Dry Wall (Area = 72.30 sq.m)							
Materials							
Concrete neutralizer	2	gal					
Concrete sealer / Primer	4	gal					
Patching compound	4	gal					
Semi-Gloss Latex (2 coats only)	7	gal					
Consumables (5% of materials)							
			SUBTOTAL V				



Section VIII-B Page 3 of 4

DESCRIPTION		UNIT	UNIT COST in PhP	TOTAL COST in PhP
VI. GLASSWORKS				
Materials				
Aluminum Glass Partition with Frosted Film 6mm Thick Ordinary Clear Glass 13/4 x3 Tubular and SOBC, White Frame	20.04	m²		
Aluminum Glass Door	3.36	m²		
Acrylic Glass Partition with Frosted Film	7.84	m²		
Consumables (3% of material cost)				
			SUBTOTAL VI	
VII. ELECTRICAL WORKS (NOTE: INCLUDES ALL	MATER	IALS NE	EDED FOR ELEC	CTRICAL WORKS)
Materials				
Conduits, Boxes and Fittings (Conduit Works/ Conduit Rough-in)	1	Lot		
Wires and Wiring Devices	1	Lot		
Lighting Fixtures and Lamps	1	lot		
			SUBTOTAL VII	



Section VIII-B Page 4 of 4

SUMMARY OF COSTS	In <u>PhP</u>
DIRECT COST:	
A. Materials (Subtotal III + Subtotal IV + Subtotal V + Subtotal VI + Subtotal VII)	
B. Labor	
C. General Requirements (Subtotal I)	
D. Removal of Obstructions (Subtotal II)	
E. Relocation/Reinstallation of 3 Doors	
F. Removal & Reinstallation of Affected Modular Workstation	
INDIRECT COST:	
G. OCM	
H. Contractor's Profit	
I. VAT	
TOTAL PROJECT COST	
·	

	Name of Company (in print)
Signatur	re of Company Authorized Representative
	Name & Designation (in print)
	 Date



Section IX. Checklist of Technical and Financial Documents



				DENR BIDS AND AWARDS COMMITTEE		
		CHE	CKLIST	OF TECHNICAL AND FINANCIAL DOCUME	NTS	
Projec	PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)					
Bid Re	f. No.: DENR-CO-2024-003					
TOTAL	. APPRO	VED	BUDGE	T FOR THE CONTRACT: P1,812,000.00		
	e check ng bid	the	Lot No.	Description	ABC (P)	
I			1	Construction of A New Fence and Security Gate for the DENR Property at Forbes Park Subdivision	950,000.00	
[2	Repair and Renovation of Office for Field Operations – Mindanao of the DENR-CO	862,000.00	
				TOTAL	1,812,000.00	
ENVEL	OPE 1:	TECH	INICAL (COMPONENT		
ΔIFO	SAL DOC	IIMEN	ITS	CLASS "A" DOCUMENTS		
A. <u>LL</u>	JAL DOC	OWILI	110			
	(a) Valid and current Certificate of PhilGEPS Registration (Platinum Membership) (all pages) accordance with Section 8.5.2 of the iRR (pursuant to GPPB Resolution No. 15-2021, dated 1 October 2021);					
B. TEC	CHNICAL	DOC	<u>JMENTS</u>			
	yet		, if any, v	ongoing government and private contracts, including cont whether similar or not similar in nature and complexity to		
	bid For repa Any larg Hov con	purpair/reno of the est cor (a) Co SA (b) Ov (c) Ovever, tract to	oses of ovation/r following tracts peonstructor ATISFACT wner's Ceontractor be bid m	dder's Single Largest Completed Contract (SLCC) similar. It this project, similar contracts shall refer to ehabilitation/construction of buildings. It documents must be submitted/attached corresponding or Annex I-A: I's Performance Evaluation System (CPES) with a Fire TORY; or entificate of Acceptance, or entificate of Completion for sunder Small A and Small B categories without similarly be allowed to bid if the cost of such contract is not me Cost (ARCC) of their registration based on the guidelines.	contracts involving ag to listed completed hal Rating of at least lar experience on the bre than the Allowable	



BAGONG PILIPINAS	Department of Environment and Natu	ıral Resources	Bid Ref. No.	DENR-CO-202	24-003			
Au Ca	alid and current Philippine Contractors athorized Managing Officer, with Princ ategory Trade/E and at least Small gistered contractor for Government P	cipal Classificat A Contractor.	ion in General Build	ding/General	Engineering			
Special PCAB License in case of Joint Venture; and registration for the type and cost of the contract to be bid.								
ì NA	riginal Bid Security must be issued in ATURAL RESOURCES (DENR) (must opening); any one of the following for	st be valid for	at least 120 calend					
Lot No.	Description	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			
1	Construction of A New Fence and Security Gate for the DENR Property at Forbes Park Subdivision	950,000.00	19,000.00	47,500.00	No			
2	2 Repair and Renovation of Office for Field Operations – Mindanao of the DENR-CO 862,000.00 17,240.00 43,			43,100.00	required Amount			
	TOTAL	1,812,000.00	36,240.00	90,600.00				
	 Bid Securing Declaration per Al. The Cashier's/Manager's Check The Bank Draft/Guarantee or Universal or Commercial Bank; Should bidder opt to submit a Ston demand and must be issue Insurance Commission as author certification from Insurance Conthat the sure surety bonds. For submission of Bank Draft/G following must be stated/specifi The following are the grounds for forting in the properties of the cornection of the	k shall be issue Irrevocable Le or urety Bond as Bed by a surety prized to issue mission must ty or insurance uarantee or Irreded in the Bid Section of errors paralification required.	etter of Credit sha Bid Security, the sur or insurance comp such bond. <u>Togeth</u> be submitted by the company is specif evocable Letter of Cecurity: urity validity. pursuant to Section 3.	ety bond much eany duly ce er with the si e bidder whice fically author Credit or Sure	st be callable rtified by the urety bond, a ch must state ized to issue ety Bond, the			

- against their veracity thereof.
- Submission of eligibility requirements containing false information or falsified documents.
- 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.
- Allowing the use of one's name, or using the name of another for purposes of public bidding.
- 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.
- Refusal or failure to post the required performance security within the prescribed time. h)
- 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.
- Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.
- 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



(f) Conformity with Project Specifications as specified in Section VI of the Bidding Documents:

Lot No.	Description	Form	Description
1	Construction of A New Fence and Security Gate for the DENR Property at Forbes Park Subdivision	Section VI-A	Schedule of Requirements
2	Construction of A New Fence and Security Gate for the DENR Property at Forbes Park Subdivision	Section VI-B	Schedule of Requirements

Attached with the following:

- 1. Organizational Chart for the contract to bid;
- 2. List of contractor's Key Personnel to be assigned to the contract to be bid, with their complete qualifications and experience data and other requirements as specified below. Required Key Personnel are as follows:

Lot No.			Description				
1		Construction of A New Fence and Security Gate for the DENR Property at Forbes Park Subdivision:					
		No minimum k	ey personnel required				
2	:	Construction of A New Fence and Security Gate for the DENR Property at Forbes Park Subdivision					
		Manpower Documentary Requirements Requirement					
		Key Personnel					
		Project Manager (Licensed Architect/Civil Engineer)	 Valid and current Professional Regular Commission (PRC) ID; List of completed or on-going contracts of similar in nature; and Proof of at least three (3) years of experience 				

3. List of contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project.



	(g) Original Omnibus Sworn Statement in accordance with Section 25.3 of the IRR of RA 9184 and using the prescribed form attached as Annex III with attached Proof of Authority of the bidder's authorized representative/s:						
	 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: 						
П	ii. FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE: Notarized Secretary's Certificate evidencing the authority of the designated representative/s.						
	Note: 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.						
	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.						
C. FIN	ANCIAL DOCUMENTS						
	(h) Net Financial Contracting Capacity (NFCC) computation, in accordance with ITB Clause 5.5, (per Annex IV).						
	The NFCC computation must be equal to the ABC of the lot being bid. The detailed computation using the required formula must be provided.						
	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)						
	(i) Class "B" Document: (For Joint Venture)						
	(i) Valid Joint Venture Agreement (JVA) The JVA must specify which Partner/Company of the JV shall be designated as Authorized Representative. It must also clearly state the Name of the Officer/s designated as the Authorized Representative/s of the Joint Venture.						
	 (ii) Each partner of a JV shall likewise submit the following: a) Valid and current Certificate of PhilGEPS Registration b) Valid and current PCAB License. 						
	(iii) Submission of the following by any of the JV partners constitute compliance: a) Statement of All Ongoing Contracts whether similar or not similar in nature (Annex I)						
	b) Statement of Single Largest Completed Contract (Annex I-A)c) Duly signed NFCC						
	(iv) Entities forming themselves into a Joint Venture shall likewise submit an additional PCAB license to act in the capacity of such joint venture.						



ENVELOPE 2: FINANCIAL DOCUMENTS

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

1. Bid Forms:

Lot No.	Form
1	Annex V-1
2	Annex V-2

2. Bid Prices in the Bill of Quantities;

Lot No.	Form
1	Section VIII-A
2	Section VIII-B

- 3. Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid;
- 4. Cash flow by quarter or payment schedule;
- 5. Digital copy stored in Universal Serial Bus (USB) flash drive in Excel File of Item Nos. 2 to 4.

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



Section X. Prescribed/Sample Forms



Annex I

(Bidder's Company Letterhead)

PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) Bid Ref. No. DENR-CO-2024-003

Approved Budget for the Contract – P1,812,000.00

Please check the lot being Bid	Lot No.	Description	ABC (P)
	1	Construction of a New Fence and Security Gate for the DENR Property at Forbes Park Subdivision	950,000.00
	2	Repair and Renovation of Office for Field Operations – Mindanao of the DENR-CO	862,000.00

Statement of All 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

NAME OF THE CONTRACT (ii.1)	DATE OF CONTRACT (ii.2)	CONTRACT DURATION (ii.3)	OWNER'S NAME AND ADDRESS (ii.4)	NATURE OF WORK (ii.5)	CONTRACTOR'S ROLE (whether sole contractor, subcontractor, or partner in JV and percentage of participation) (ii.6)	TOTAL CONTRACT VALUE AT AWARD (ii.7)	DATE OF COMPLETION OR ESTIMATED COMPLETION TIME (ii.8)	TOTAL CONTRACT VALUE AT COMPLETION IF APPLICABLE (ii.9)	PERCENTAGES OF PLANNED & ACTUAL ACCOMPLISHMENTS, IF APPLICABLE (ii.10)	VALUE OF OUTSTANDING WORKS, IF APPLICABLE (ii.11)

Note: Copies of Pos/Contracts to be submitted only during Post-Qualification if declared as the S/LCB

Name & Signature of Authorized Representative
Position
Date Date

CERTIFIED CORRECT:



Annex I-A

(Bidder's Company Letterhead)

PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) Bid Ref. No. DENR-CO-2024-003

Please check the lot being Bid	Lot No.	Description	Project ABC (P)
	1	Construction of a New Fence and Security Gate for the DENR Property at Forbes Park Subdivision	950,000.00
	2	Repair and Renovation of Office for Field Operations – Mindanao of the DENR-CO	862,000.00

Statement of Single Largest Completed Contract/s of Similar Nature Equivalent to at Least Fifty Percent (50%) of the ABC

NAME AND DATE OF THE CONTRACT	CONTRACT DURATION AND NATURE OF WORK	OWNER'S NAME AND ADDRESS	CONTRACTOR'S ROLE (whether sole contractor, subcontractor, or partner in JV and percentage of participation)	TOTAL CONTRACT VALUE AT AWARD	DATE OF COMPLETION	TOTAL CONTRACT VALUE AT COMPLETION	PERCENTAGES OF PLANNED & ACTUAL ACCOMPLISHMENTS	DATE OF NOTICE OF AWARD OR NOTICE TO PROCEED	DATE OF OWNER'S CERTIFICATE OF ACCEPTANCE

Note: Attach copy of any of the following documents to this Statement:

1) CPES Final Rating with at least Satisfactory Rating; or 2) Owner's Certificate of Acceptance; or 3) Owner's Certificate of Completion

However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.

CERTIFIED CORRECT:

Nam	e & Signature of Authorized Representative
	Position
_	 Date



Annex II

PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)

Bid Ref. No. DENR-CO-2024-003

Please check the lot being Bid	Lot No.	Description	Project ABC (P)
	1	Construction of a New Fence and Security Gate for the DENR Property at Forbes Park Subdivision	950,000.00
	2	Repair and Renovation of Office for Field Operations – Mindanao of the DENR-CO	862,000.00

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

BID-SECURING DECLARATION

To: DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration¹, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1, and 69.1, except 69.1 (f) of the IRR of RA 9184; without prejudice to the other legal action the government may undertake.
- 3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared as the bidder with the Single/Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

[Jurat]

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



Annex III

(Page 1 of 2)

PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) Bid Ref. No. DENR-CO-2024-003

Please check the lot being Bid	Lot No.	Description	Project ABC (P)
	1	Construction of a New Fence and Security Gate for the DENR Property at Forbes Park Subdivision	950,000.00
	2	Repair and Renovation of Office for Field Operations – Mindanao of the DENR-CO	862,000.00

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;



Annex III

(Page 2 of 2)

6. Select one, delete the rest:

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

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

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

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



Annex IV

(Bidder's Company Letterhead)

PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) Bid Ref. No. DENR-CO-2024-003

Please check the lot being Bid	Lot No.	Description	Project ABC (P)
	1	Construction of a New Fence and Security Gate for the DENR Property at Forbes Park Subdivision	950,000.00
	2	Repair and Renovation of Office for Field Operations – Mindanao of the DENR-CO	862,000.00

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY (Please show figures at how you arrived at the NFCC)

Our **Net Financial Contracting Capacity (NFCC)** which is at least equal to the total ceiling price we are bidding is computed as follows:

CA	=	Current Assets	₽
LESS			-
CL	=	Current Liabilities	₽
		Sub-total 1	P
			X 15
		Sub-total 2	P
LESS			-
С	II	Value of all outstanding or uncompleted portions of the project under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	₽
NET	FINA	₽	

Name	& Signature of Authorized Representative	е
	Position / Date	

Notes:

- 1) The phrase "the values of the bidder's Current Assets and Current Liabilities" refers to the values of the current assets and liabilities reflected in the submitted Annual Income Tax Return and Audited Financial Statements filed through BIR's Electronic Filing and Payment System (eFPS).
- 2) The value of all outstanding or uncompleted contracts refers to those listed in Annex I
- 3) The detailed computation using the required formula must be shown as provided above.
- 4) The NFCC computation must at least be equal to the sum of ABC of the lot being bid.



Annex V-1 (page 1 of 2)

BID FORM

PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) Bid Ref. No. DENR-CO-2024-003

Lot No. 1: Construction of a New Fence and Security Gate for the DENR Property at Forbes Park Subdivision

To: DENR Bids and Awards Committee
DENR-Central Office
DENR Main Building, DENR Compound
Visayas Avenue, Diliman, Quezon City

I/We, having examined the Philippine Bidding Documents (PBDs) including Supplemental or Bid Bulletins, if any, the receipt of which is hereby duly acknowledge, declare that:

- (a) I/We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, if any, for the Procurement Project: **PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) per Bid Ref. No. DENR-CO-2024-003**;
- (b) We offer to execute the Works for this Contract in accordance with the PBDs;

(/	
(c)	The total price of our Bid in words and figures, excluding any discounts offered below is:
	Amount in Figures (PhP): Amount in Words:
(d)	The discounts offered and the methodology for their application are: [Insert Information]
(e)	The total bid price includes the cost of all taxes, such as, but not limited to: [specify the

- applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates.
- (f) Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- (h) I/We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (i) I/We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (j) I/We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.



Annex V-1 (page 2 of 2)

- (k) I/We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the LOT NO.1: CONSTRUCTION OF A NEW FENCE AND SECURITY GATE FOR THE DENR PROPERTY AT FORBES PARK SUBDIVISION per Bid Ref. No. DENR-CO-2024-003 of the DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES.
- (I) We acknowledge that failure to sign each and every page of this **Bid Form**, including the **Bill of Quantities**, shall be a ground for the rejection of our bid.

Name (in print)
Legal Capacity
Signature
Duly authorized to sign the Bid for and behalf or
 Date



Annex V-2

(page 1 of 2)

BID FORM

PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) Bid Ref. No. DENR-CO-2024-003

Lot No. 2: Repair and Renovation of Office for Field Operations – Mindanao of the DENR- CO

To: **DENR Bids and Awards Committee DENR-Central Office**DENR Main Building, DENR Compound
Visayas Avenue, Diliman, Quezon City

I/We, having examined the Philippine Bidding Documents (PBDs) including Supplemental or Bid Bulletins, if any, the receipt of which is hereby duly acknowledge, declare that:

- (m) I/We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, if any, for the Procurement Project: PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) per Bid Ref. No. DENR-CO-2024-003;
- (n) We offer to execute the Works for this Contract in accordance with the PBDs;

(o)	The total price of our Bid in word	s and figures, excluding any discounts offered below is:
	Amount in Figures (PhP): Amount in Words:	

- (p) The discounts offered and the methodology for their application are: [Insert Information]
- (q) The total bid price includes the cost of all taxes, such as, but not limited to: <u>[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties</u>], which are itemized herein and reflected in the detailed estimates.
- (r) Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- (t) I/We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (u) I/We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (v) I/We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.



Annex V-2 (page 2 of 2)

- (w) I/We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the LOT NO.2: REPAIR AND RENOVATION OF OFFICE FOR FIELD OPERATIONS – MINDANAO OF THE DENR-CO per Bid Ref. No. DENR-CO-2024-003 of the DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES.
- (x) We acknowledge that failure to sign each and every page of this **Bid Form**, including the **Bill of Quantities**, shall be a ground for the rejection of our bid.

Name (in print)
Legal Capacity
Signature
Duly authorized to sign the Bid for and behalf of:
 Date



Annex VI

(Bidder's Company Letterhead)

PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) Bid Ref. No. DENR-CO-2024-003

Please check the lot being Bid	Lot No.	Description	Project ABC (P)
	1	Construction of a New Fence and Security Gate for the DENR Property at Forbes Park Subdivision	950,000.00
	2	Repair and Renovation of Office for Field Operations – Mindanao of the DENR-CO	862,000.00

UNDERTAKING TO SUBMIT SSS CLEARANCE OR LATEST QUARTER PREMIUM REMITTANCES AND DOLE CLEARANCE IF DECLARED AS THE LOWEST OR SINGLE CALCULATED AND RESPONSIVE BID

Lowest or Single (True Copy of our (Calculated and Respon 1) Valid and Current SS ent DOLE Clearance/Ce	(Title or Capacity) , hereby commit that shoundsive Bid, we shall present original Case pertificate of No Pending Case p	ginal and submit Certified premium remittances and
This Unde procurement proje	•	of the Post-Qualification Requi	rements for the aforesaid
Issued this	day of	in	, Philippines.
Name of Compa	ny (Bidder)	Full Name of Authorize	ed Representative
Address		Signature of Authorize	d Representative
Tel. No./Fax No.		E-mail Address	



Annex VII

(Bidder's Company Letterhead)

Please check the lot being Bid	Lot No.	Description	Project ABC (P)
	1	Construction of a New Fence and Security Gate for the DENR Property at Forbes Park Subdivision	950,000.00
	2	Repair and Renovation of Office for Field Operations – Mindanao of the DENR-CO	862,000.00

PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) Bid Ref. No. DENR-CO-2024-003

COMPA	NY PROFILE
COMPANY NAME	:
ADDRESS	:
HEAD OFFICE	:
BRANCH	:
TELEPHONE NUMBER/S	
HEAD OFFICE	:
BRANCH	:
FAX NUMBER/S	
HEAD OFFICE	:
BRANCH	:
E-MAIL ADDRESS/ES	:
NUMBER OF YEARS IN BUSINESS	:
NUMBER OF EMPLOYEES	
LIST OF MAJOR STOCKHOLDERS	:
LIST OF BOARD OF DIRECTORS	:
LIST OF KEY PERSONNEL (NAME &	
DESIGNATION WITH SIGNATURE) AS AUTHORIZED CONTACT PERSONS FOR	
THIS PROJECT [at least THREE (3)]	
CERTIFI	ED CORRECT:
Name & Signature of	Authorized Representative
	Position
	Date



Annex VIII

(Bidder's Company Letterhead)

PROCUREMENT OF INFRASTRUCTURE PROJECTS FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) Bid Ref. No. DENR-CO-2024-003

Please check the lot being Bid	Lot No.	Description	Project ABC (P)
	1	Construction of a New Fence and Security Gate for the DENR Property at Forbes Park Subdivision	950,000.00
	2	Repair and Renovation of Office for Field Operations – Mindanao of the DENR-CO	862,000.00

CERTIFICATE OF AVAILABILITY OF KEY PERSONNEL

(Date of Issuance)

MARCIAL C. AMARO, JR., CESO II
Chairperson, Bids and Awards Committee
Department of Environment and Natural Resources-Central Office
Visayas Avenue, Diliman, Quezon City

Dear Sir:
In compliance with the requirements of the DENR-Central Office BAC for the bidding of the (Name of the Contract), we certify that (Name of the Bidder/Company) as in its employ key personnel as required in the Bidding Documents, who may be engaged for the construction of the said contract.

(Name of Representative) (Position/Designation) (Name of the Bidder/Company)

Very truly yours,