



REQUEST FOR QUOTATION

PROCUREMENT FOR THE REHABILITATION OF PROCUREMENT SERVICE – DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM) REGIONAL DEPOT -BUTUAN BUILDING

GSD-098-24 (SVP)

Sir/Madam:

Please quote your best proposal for the item/s described below using the Price Quotation Form (see Annex "A" of the Request for Quotation), subject to terms and conditions stated in the RFQ.

Accomplish and submit all forms attached (Annex A, B, and C).

LOT NO.	QTY.	ITEM DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT
1	1 Lot	Rehabilitation of Procurement Service - Department of Budget and Management (PS-DBM) Regional Depot - Butuan Building	₱499,914.68

*The ABC is understood to be the ceiling price; offers must not exceed the ABC provided.

The quotation duly signed by you or your duly authorized representative, accompanied by required forms, shall be submitted not later than **12 December 2024; 10:00 AM** at the address indicated below:

Mr. CHRISTIAN JUDE P. QUIAZON Secretariat, General Services Division 2 nd Floor, PS-DBM Complex	
Procurement Service-PhilGEPS	
Cristobal Street, Paco, Manila gsdsecretariat@ps-philgeps.gov.ph	

Only one (1) set of documents certified to be true copies of the original shall be required. The envelope shall contain the name of the contract to be bid in capital letters and bear the name and address of the supplier in capital letters.

Quotations and other documents required **may either be submitted manually** at 2nd *Floor Lobby Procurement Service Building General Services Division* **OR electronically** to <u>*asdsecretariat@ps-philgeps.gov.ph*</u>, on or before the deadline of submission as stated in this RFQ. **In case of electronic submission, the proposal shall be in a password-protected compressed archive folder.** <u>The passwords for accessing the file will be disclosed by the bidders only during the actual bid opening.</u>

Unsealed or unmarked bid envelopes, or in case of electronic bid submission, proposals not in compressed archive folders and are not password-protected, **SHALL BE REJECTED**. However, bid envelopes that are not properly sealed and marked or not properly compressed and password-protected, as required, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted.

In case of modification, it must be done before the deadline for the submission and receipt of proposals, and labelled as a "modification". The time stamped or indicated in the latest proposal received shall be the official time of submission.

The GSD-PC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or submission of corrupted files, or for its premature opening.

Late submission of quotations shall not be accepted and considered.

(SGD). ABIGAIL ANN O. ALICDAN-ESPERE

Head, GSD-PC

To expedite the evaluation, we encourage participating bidders to submit the following documents on or before the deadline for submission:

No	Requirements	Instruction		
		Must indicate the unit and total price.		
1	Annex "A" Bid / Price Proposal Form	Must indicate the required information.		
		<i>Must be duly signed by the authorized representative.</i>		
2	Detailed Estimates (Annex "B")	Ensure that all items are completely filled out.		
		Indicate the required information.		
3	Mayor's Permit for the year 2024	Must be valid for the year 2024		
4	PhilGEPS Registration Number	Submit Proof of Registration (picture or screenshot of PhilGEPS Registration on the website)		
5	Valid PCAB License (Size Range: Small A)	Ensure that the license is valid.		
6	Omnibus Sworn Statement (Annex "C") and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special	<i>Ensure that there are eleven (11) declarations.</i> <i>Indicate required information.</i>		
	Power of Attorney of all members of the joint venture giving full power and authority to its	Attach competent evidence of identification		

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	officer to sign the OSS and do acts to represent the Bidder.	(valid government-issued ID. The use of Cedula is not acceptable).
		Must be duly notarized and signed.
7	Performance Security	Shall be submitted immediately after receipt of Notice of Award.

PhilGEPS Platinum Registration Certificate with updated Annex A may be submitted in lieu of the eligibility documents 3 and 4.

If **Item Nos. 3, 4, 5, and 6** are not submitted during the deadline for submission, such documents shall be submitted during evaluation of offers upon receipt of notice from the GSD Secretariat requiring such submission.

TERMS AND CONDITIONS:

- 1. Quotations exceeding the ABC or submitted beyond the deadline shall be rejected.
- 2. Price quotation/s to be denominated in Philippine peso shall include all taxes, duties, and/or applicable discounts, if any.
- 3. The use of this RFQ is highly encouraged to minimize errors or omissions of the mandatory provisions. If a different form is used other than this RFQ, the quotation shall contain all the mandatory provisions, including manifestation of the agreement with the Terms and Conditions. In case a prospective supplier submits a filled-out RFQ with a supporting document (i.e. price quotation in different format), both documents shall be considered unless there is any discrepancy. In this case, **provisions in this RFQ shall prevail.**
- 4. Award of contract shall be made to the lowest quotation which complies with the technical specifications, requirements and other terms and conditions stated herein.
- 5. In case two or more bidders are determined to have submitted the Lowest Calculated and Responsive Quotation, the PS-DBM shall adopt and employ "draw lots" as the tie-breaking method to finally determine the winning bidder in accordance with GPPB Circular No. 06-2005.
- 6. The PS-DBM may cancel or terminate the contract at any time under any of the grounds provided under RA No. 9184 and its 2016 revised IRR.
- 7. The **RFQ**, Letter Order (contract), and other related documents to the above-stated procurement project shall be deemed to form part of the contract.
- 8. The Notice of Award, Letter Order, and Notice to Proceed are deemed received as of the date of their transmittal to the winning bidder's official email address, as provided in the Omnibus Sworn Statement. Hence, the relevant periods under RA No. 9184 and its IRR, and the RFQ shall commence from receipt thereof.
- 9. Liquidated damages equivalent to **one-tenth of one percent (0.1%)** of the value of the goods not delivered within the prescribed delivery period shall be imposed per day of delay. The PS-DBM may terminate the contract once the cumulative amount of liquidated damages reaches **ten percent (10%)** of the amount of the contract, without prejudice to other courses of action and remedies open to it.
- 10. Payment shall be made after delivery and only upon the submission of the required supporting documents, *i.e.* Delivery Receipt and Sales Invoice or Official Receipt, by the supplier, contractor, or consultant. As PS-DBM strictly utilizes **bank-to-bank mode of payment**, the supplier, contractor, or consultant is advised to furnish PS-DBM a duly notarized certification from their depositary bank indicating its **Account Name** and **Account Number**. Our Government Servicing Bank, i.e, the Land Bank of the Philippines, shall credit the amount due to the identified bank account of the supplier, contractor, or consultant not earlier than **twenty-four (24) hours**, but not later than **forty-eight (48) hours**, upon receipt of our advice. Please note that the corresponding bank transfer fee, if any, shall be chargeable to the account of the supplier, contractor, or consultant.

ANNEX "A"

Price Quotation Form

Date: _____

The Head, General Services Division - Procurement Committee Procurement Service PS Complex, Cristobal Street Paco, Manila

Ma'am/Sir:

Having examined the **Request for Quotation No. GSD-098-024 (SVP)** the receipt of which is hereby duly acknowledged, the undersigned offers the **PROCUREMENT FOR THE REHABILITATION OF PROCUREMENT SERVICE–DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM) REGIONAL DEPOT - BUTUAN BUILDING** in conformity with the said Request for Quotation for the sums stated hereunder:

Rehabilitation of Procurement Service - Department of Budget11 Lotand Management (PS-DBM) Regional Depot - Butuan Building	

TECHNICAL SPECIFICATIONS

Item Description

Kindly refer to Terms of Reference or Annex "D"

SCHEDULE OF REQUIREMENTS/DELIVERY INSTRUCTIONS

Within forty-five (45) calendar days upon receipt of Notice to Proceed

Delivery Site:

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Procurement Service - Department of Budget and Management Regional Depot XIII, Butuan J. Rosales Avenue, Butuan City

Contact Person: Imelda D. Diola <u>idiola@ps-philgeps-.gov.ph</u>

By affixing my signature below, I am confirming our compliance with the Technical Specifications/Terms of Reference and the Terms and Conditions stated above. I further certify that such compliance is true and correct; otherwise, if found to be false either during the bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Further, we undertake, if our Quotation is accepted, to perform the services/deliver the goods as in accordance with the Schedule of Requirements and Technical Specifications.

Until a formal Contract is prepared and executed, this Quotation, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Quotation you may receive.

Date

Company Name

Authorized Representative Name/Signature

Address

Official Contact Number

PROCUREMENT FOR THE REHABILITATION OF PROCUREMENT SERVICE – DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM) REGIONAL DEPOT - BUTUAN BUILDING GSD-098-24 (SVP)

	DETAILED ESTIMATES											
					DIREC	T COST		TOTAL	MARK-UP			
ITEM NO. (1)	DESCRIPTION (2)	QTY. (3)	UNIT (4)	MATERIAL (5)	LABOR (6)	EQUIPMENT (7)	TOTAL (8) (5) + (6) + (7)	% (9)	VALUE (10) (8) X (9)	5% VAT (11) 5% x [(8)+(10)]	(12) (8) + (10) + (11)	UNIT COST (13) (12) / (3)
PART A	FINISHING AND OTHER CIVIL WORKS											
A.1	Glass Doors and Windows	52.00	sq.m.									
A.2	Glazed Tiles and Trims	40.00	sq.m.									
A.3	Office Furniture	1.00	l.s.									
	TOTAL OF PART A											
PART B	MECHANICAL WORKS											
B.1	Air Conditioning and Refrigeration System	1.00	l.s.									
	TOTAL OF PART B											
	GRAND TOTAL											

Name of Company

Signature Over Printed Name of Authorized Representative

Date

ANNEX "B"

Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached 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, <u>by itself or by</u> relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

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

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

6. [Select one, delete the rest:]

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards;

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. [*Name of Bidder*] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity;

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code;

11. [Name of Bidder] hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.:	
Fax No/s.:	
E-mail Add/s.:	
Mobile No.:	

It is understood that notices/s transmitted in any of the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no._____ issued on _____ at _____.

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

NAME	OF	NOTARY	PUBLIC
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Serial No. of Commission	ו
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Notary Public for _____ until _____

Roll of Attorney's No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

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*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.

Terms of Reference

Rehabilitation of Customer Lounge of Procurement Service - Department of Budget and Management Regional Depot XIII - Butuan (PS-DBM Butuan) Building

Background and Objective

Introduction

The Procurement Service - Department of Budget and Management (PS-DBM) Regional Depot XIII - Butuan building was constructed in 2007. The regional depots' play a vital role in the operations of the PS-DBM as the face of the office in the regions. In addition, regional depots are the principal avenues for us to store Commonly-used Supplies and Equipment (CSE) and provide goods and services to our clients, thus properly maintaining the condition/appearance of the building is important.

As of now, the inclusion of a Customer Lounge area is necessary due to being overly exposed to heat during sunny days and dampness and drizzles on rainy days. Because of this, rehabilitation is highly recommended to maintain the appearance of the PS-Depot as the face of PS-DBM, and also provide a good and refreshing environment for the clients and employees.

<u>Objectives</u>

The Procurement Service - Department of Budget and Management intends to conduct the procurement of supply and services for the rehabilitation of the Customer Lounge area of the PS Regional Depot XIII-Butuan. The proposal intends to respond to four main objectives : i) installation of glass wall for the Customer Lounge area; ii) installation of blinds; iii) provision of tiles; and iv) provision of air conditioning unit) and provide employees and clients with a healthy and safe working environment.

General Requirement

General Scope of Work

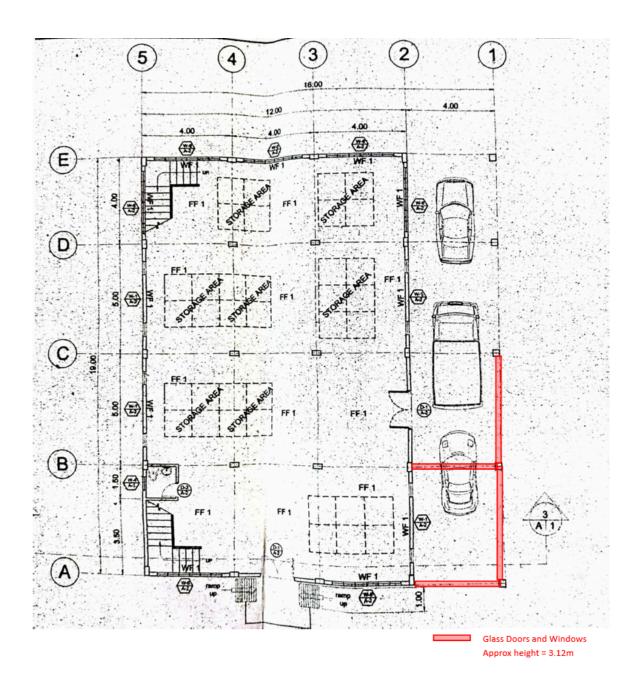
The work contemplated under this project shall consist of the furnishing of all materials, labor, tools, and equipment and the satisfactory performance to complete the rehabilitation of the PS-DBM Regional Depot XIII - Butuan building. The project, upon completion, must be ready for use and must be under strict conformity with the Specifications of the project.

The principal items of works are enumerated below:

A. FINISHING AND OTHER CIVIL WORKS

A.1 Glass Doors and Windows

• Supply and Installation of 6mm Reflective Green Glass, Seamless Type, with 1 3/4 x 4 Rectangular Tube Framing



A.2 Glazed Tiles and Trims

• Supply and Installation of 600mm x 600mm Glazed Tiles

A.3 Office Furniture

• Supply and Installation of Blinds

B. MECHANICAL WORKS

B.1 Air Conditioning and Refrigeration System

• Supply, Delivery, Installation, Testing and Commissioning of 2.0 HP Inverter Split Type Air Conditioning Unit

Verification of Existing Condition

All contractors shall be allowed to visit the actual site of the project prior to the submission of their proposal.

No claim for extra compensation and time extension shall be entertained by PS-DBM for negligence or inadvertence on the Contractor's part in obtaining all necessary and pertinent data from the site.

Bidder's Qualification

The contractor must be competent and experienced in the field of rehabilitation of buildings with a minimum of five (5) years prior experience on similar projects and should have a valid and current Philippine Contractors Accreditation Board (PCAB) License, **Size Range Small A.**

The contractor must submit its bid proposal in accordance with the procedures and requirements indicated in the RA 9184 and its Revised Implementing Rules and Regulations.

Moreover, at the commencement of contract implementation, the contractor shall secure and maintain, at its own expense, all necessary registrations, licenses, bonds, insurances, and/or permits as required by laws, rules, and regulations. The contractor shall likewise comply with all pertinent laws, rules, and regulations, such as but not limited to, Environmental, Health and Safety regulations.

Safety and Security

<u>Safety</u>

Contractor takes sole responsibility for the safety of the workers, inspectors, and PS-DBM Butuan Employees during the conduct of project implementation. Any accidents that may occur during project execution, through the fault of the contractor, will be under its liability. All workers of the contractor shall wear the necessary safety devices to ensure safety during construction.

Security and Identification Requirement

The Contractor is hereby required to comply the following during project implementation:

- 1. Submission of a complete list of names of all workers to be employed for the duration of the construction project.
- 2. All workers must adhere to the security policies of the PS-DBM Butuan.
- 3. All workers are required to wear company uniforms. Said uniform shall bear the company name and logo.
- 4. The company identification cards should be worn at all times when inside the PS-DBM Butuan premises.

Other Requirements

The contractor shall coordinate with concerned personnel of the PS-DBM Butuan for the conduct of any activity related to the fulfillment of their obligations. Regular work can be performed from Mondays to Sundays, 8:00 am to 5:00 pm depending on the type of work subject to the discretion of the Officer-in-Charge of the Project. The Contractor shall ensure that there are no disruptions on the operation of the PS-DBM Butuan during the implementation of this project.

During contract implementation, the CONTRACTOR shall deliver the obligations arising from this contract with the following conditions:

- 1. All workers shall follow the standard health and safety protocols on site.
- 2. Provide technical supervision, skilled manpower, tools, equipment and all materials needed to complete the project.
- 3. Provide coordination and collaborative works with PS-DBM Butuan to complete respective works in accordance with the approved drawings, specifications, and methodology.
- 4. Submit the required work schedule, delivery schedule, table of organization, manpower schedule, samples product data, safety plan, methodology and other requirements, as part of the Program of Works.
- 5. Provide safety requirements (safety shoes, vest, hard hat, safety harness, lifeline), fire extinguishers, and all other fire protection provisions in the working areas.
- 6. Confinement of all works within the areas designated by the PS-DBM Butuan while strictly following the Local and National Building Code, national laws for public safety, Workmen's Compensation Act 1906, and proper working conditions.
- 7. Provide such other temporary buildings, as maybe required, for safe storage of tools and materials. Such structures shall be located only in areas approved by the PS-DBM Butuan.
- 8. Compliance to safety provisions for warehousing/storage of materials and equipment.
- 9. All temporary services and facilities installed by the contractor shall be removed by the contractor upon completion of this contract or as directed by the PS-DBM Butuan. The contractor shall restore any damage or alteration caused by such removal and during the project implementation.
- 10. Hauling and disposal of garbage and debris.
- 11. PS-DBM Butuan shall provide for a temporary power facility required for the entire construction phase, at a meter-rate, to be billed at the end of the contract period and deductible to the total contract amount. The CONTRACTOR shall provide sub-meter, conduits, wires, connections and accessories and labor.
- 12. PS-DBM Butuan shall provide a temporary water facility that will be used during the entire construction stage, at a meter-rate, to be billed at the end of the contract

period and deductible to the total contract amount. The CONTRACTOR shall provide sub-meter, conduits, wires, connections and accessories and labor.

Responsibilities of the Contractor

- 1. The CONTRACTOR shall be responsible for the proper execution and coordination of his/her work. The Contractor shall schedule and program all necessary work activities according to the specified completion period.
- 2. The CONTRACTOR shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks. The Contractor shall observe the PS-DBM Butuan's house regulations to be issued together with the Work Permit.
- 3. The CONTRACTOR shall be responsible for securing PS-DBM Butuan issued work permits and compliance with other PS-DBM Butuan rules and regulations related to the installation works. All workers/engineers working at site are required to wear company uniforms indicating their company name.
- 4. The CONTRACTOR is not allowed to construct quarters for workers within the PS-DBM Butuan premises; sleeping is also not allowed. CONTRACTOR's workers are limited to the designated working area only. Loitering around and inside the PS-DBM Butuan premises is not allowed.
- 5. The CONTRACTOR shall be responsible for clearing and cleaning of the designated project site of unused materials, left over and other debris and in disposal of the same outside of the PS-DBM Butuan premises. A daily inspection of the work area shall be conducted by the CONTRACTOR and the PS-DBM Butuan to ensure that the working area and storage area assigned to the CONTRACTOR is clean and in order at all times.
- 6. The CONTRACTOR shall protect adjacent areas against any damage during work execution. Any damage incurred by the Contractor's workers, materials, equipment, and tools shall be repaired at no additional cost to the PS-DBM Butuan.
- 7. Permits, Laws, Ordinances and Standards the installation provided for and specified herein shall comply with laws and regulations of the local government unit and any government agency having jurisdiction. All necessary permits and other requirements shall be secured and for the account of the CONTRACTOR. Said requirements shall be turned-over to PS-DBM Butuan upon project completion.
- 8. All other works not specifically mentioned but are necessary to complete the project, in accordance with the plans and specifications and other related documents, shall be provided by the CONTRACTOR at no additional cost to PS-DBM Butuan.
- 9. The Contractor's All-Risk Insurance (CARI) shall be submitted to PS-DBM Butuan within ten (10) calendar days upon receipt of Notice of Award (NOA).

- 10. The CONTRACTOR shall submit to PS-DBM Butuan, the proposed delivery of materials, tools and equipment, and manpower schedules for proper monitoring within five (5) calendar days after the pre-rehabilitation prep work/kick-off meeting.
- 11. Prior to issuance of the Certificate of Completion (COC) the following shall be submitted to the PS-DBM Butuan. The PS-DBM Butuan reserves the right not to issue a Certificate of Satisfactory Performance on the basis of the non-submission of any of the items below:
 - a. Final Project Report including photo documentations before, during and, after implementation. Each photo-documentation should have the date and time stamps in jpg-format.
 - b. Warranty Certificate of at least one (1) year against poor workmanship and defects traceable to materials.
 - c. As Built Plan.
- 12. The CONTRACTOR is required to have a suitable Construction Safety and Health Program, which must be in accordance with Occupational Safety and Health (OSH) Standard, rules and issuances by the DOLE. The program shall state the following:
 - a. Composition of Construction Safety and Health Committee.
 - b. Specific safety policies which the CONTRACTOR shall observe at the area of construction which include but not limited to Fall Protection, Chemical Hazards, and Materials Handling and Storage.
 - c. Penalties and sanctions for violations of the program.
 - d. The manner of disposing of waste arising from the construction.
 - e. The safety program shall also include the appointment of a part-time safety officer-in-charge of the implementation of the said program.

Project Duration

The contractor is given forty five (45) **calendar days** upon receipt of the Notice to Proceed to perform and complete all the activities.

The contractor must submit a weekly accomplishment report or Gantt chart on the progress on implementation of the project.

Penalty

In case of failure to complete the project within the time specified, a penalty of one-tenth of one percent (1/10 of 1%) of the total project cost for every day of delay shall be imposed.

<u>Warranty</u>

The contractor needs to submit a warranty certificate of at least five (5) years on compressors and one (1) year on parts and services for all the air conditioning units. The brand/manufacturer of the ACUs must have at least five (5) authorized service centers in Butuan.

Also, the contractor shall perform preventive maintenance/cleaning of the ACU units at least two (2) times within its one (1) year warranty period.

The contractor shall submit a warranty certificate of at least one (1) year for the civil works done. Repairs will be free of charge in case of workmanship deficiency within the one year of warranty period.

Project Site

Procurement Service - Department of Budget and Management Regional Depot XIII, Butuan J. Rosales Avenue, Butuan City

Payments

- 1. Payment to the CONTRACTOR will be made upon completion and acceptance of works, certified by representative from PS-DBM Main Inspection Division and from PS-DBM Butuan as performed by the CONTRACTOR in accordance with the plans, specifications and program of works/construction schedule.
- 2. Payment shall be made upon complete submission of all documents required by PS-DBM Butuan as indicated in this Technical Specifications and other contract documents.
- 3. It is the responsibility of the CONTRACTOR to ensure that their performance bond is updated and valid until the PS-DBM Butuan issues the final Certificate of Acceptance. The CONTRACTOR shall submit the endorsement or amendments to PS-DBM Butuan on extension or revisions to its validity, as maybe necessary, not later than seven (7) days before the expiration of the originally submitted Performance Bond. No payment shall be made unless the performance bond is updated.

Liquidated Damages

1. Failure to comply with the terms and conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount to 1/10 of 1% of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches 10% of the amount of the contract, PS-DBM Butuan may rescind the contract, without prejudice to other courses of action and remedies open to it.