

## **Bid Notice Abstract**

### Invitation to Bid (ITB)

Reference Number

9717447

**Procuring Entity** 

CITY OF CABANATUAN, NUEVA ECIJA

itle

Furnishing of Labor and Materials for the Modern 2-Storey City Supermarket with Basement

Parking Phase II

Area of Delivery Nueva Ecija

Solicitation Number:	I.B.No.2023-05-PB-INFRA-	Status	Awarded
Substitution of the substi	0025		
Trade Agreement:	Implementing Rules and Regulations	Associated Components	3
Procurement Mode:	Public Bidding		
Classification:	Civil Works	Bid Supplements	
Category:	Construction Projects	ви заррієтентя	
Approved Budget for the Contract:	PHP 857,762,395.26	Document Request List	4
Delivery Period:	772 Day/s		
Client Agency:		Date Published	04/05/2023
Contact Person:	Joseph Molina Apan Head - BAC Secretariat Kapt. Pepe Subd, Cabanatuan City Nueva Ecija	Last Updated / Time	28/07/2023 08:07 AN
	Philippines 3100 63-000-0000000	Closing Date / Time	24/05/2023 10:00 AN
	jabacsecretariat@gmail.com		

#### Description

INVITATION TO BID

FOR THE

FURNISHING OF LABOR AND MATERIALS FOR THE

MODERN 2-STOREY CITY SUPERMARKET WITH BASEMENT PARKING PHASE II

## I.B. No. 2023-05-PB-INFRA-0025

- 1. The LGU-Cabanatuan City, through the General Fund (Current Fund) FY 2023 intends to apply the sum of Eight Hundred Fifty-Seven Million Seven Hundred Sixty-Two Thousand Three Hundred Ninety-Five Pesos and 26/100 (P857,762,395.26) being the Approved Budget for the Contract (ABC) to payments under the contract for the Furnishing of Labor and Materials for the Modern 2-Storey City Supermarket with Basement Parking Phase II. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The LGU-Cabanatuan City now invites bids for the above-mentioned project. Completion of the Works must be accomplished within Seven Hundred Seventy-Two (772) Days. Bidders should have completed 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).
- 3. 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) 9184.
- 4. Interested bidders may obtain further information from LGU-Cabanatuan City and inspect the Bidding Documents at the address given below from 9:00am to 12:00moon and 1:00pm to 4:00pm.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 4 May, 2023 from given address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Seventy-Five Thousand Pesos (P75,000.00). The Procuring Entity shall allow the bidder to present its proof of payment of the fees.
- 6. The LGU-Cabanatuan City will hold a Pre-Bid Conference1 on 12 May, 2023 at 10:00 am at the Conference Room, City Mayor's Office, City Hall Bldg., Kapt. Pepe Subd., Cabanatuan City which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat at the address below on or before 24 May, 2023 at 10:00 am. Late bids shall not be accepted.

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB

- 9. Bid opening shall be on 24 May, 2023 at 10:00 am at Conference Room, City Mayor's Office, City Hall Bidg., Kapt. Pepe Subd., Cabanatuan City. Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.
- 10. The LGU-Cabanatuan City reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 34.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

BAC Secretariat Office Bids and Awards Committee 2F City Government Building Phase II, Kapt. Pepe Subd., Cabanatuan City E-mail address: jabacsecretariat@gmail.com

12. You may visit the website/s: For downloading of Bidding Documents: https://www.philgeps.gov.ph/

May 3, 2023

NORMAN M. RIÑO BAC Vice-Chairman

1 May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

#### Line Items

Item No.	Product/Service Name	Description	Quantity	MOU	Budget (PHP)
1		For the Madern 2-Storey City Supermarket with Basement Parking Phase II	1	Lot	857,762,395.26

#### Pre-bid Conference

Date	Time	Venue
12/05/2023	10:00:00 AM	Pre-Bid Conference1 on 12 May, 2023 at 10:00 am at the Conference Room, City Mayor's Office, City Hall Bldg., Kapt. Pepe Subd., Cabanatuan City

Created by Joseph Molina Apan

Date Created 03/05/2023

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Status: Updated



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(Ref No.: 4325496)

Award Notice Abstract (	Ref No.: 4325496)			the say the state of the same
Reference Number:	CITY OF CABANATO Kapt. Pepe Subd, Cabanatuan City Furnishing of Lab	Nueva Ecija, Re or and Mater	egion III, Philippines I <b>als</b>	Award Type: Award Notice
Control Number:	Awardee: REBCOR CONSTRUCTION AND	Contact Personal Maria Rebecco	son ! a Corazon Trinidad	Contract Amount:
I.B.No.2023-05-PB-INFRA-	TRADING CORPORATION	Garcia Designation		Php857,699,671.40
0025	238 National Road, Valenzuela Sta.			Award Date:
Bid Notice Title:	Rosa Nueva Ecija, Region III, Philippines	Authorized Ma	anaging Officer	01-Jun-2023
Furnishing of Labor and	Prinippines			Publish Date:
Materials for the Modern	Line Item			28-Jul-2023
2-Storey City Supermarket	# Product/Service/Project Furnishing of Labor and Materials	t Name	Budget	Date Last Updated:
with Basement Parking	1 Madern 2-Storey City Supermark	et with	Php857,762,395.26	28-Jul-2023
Phase II	Basement Parking Phase II, 7200	0000, 1, Lot		Contract Number:
				CN#2023-0014
Approved Budget:	Reason for Award : SCRB			Proceed Date:
Php857,762,395.26 Procurement Mode:				07-Jun-2023
				Contract Effectivity
Public Bidding Classification:				Date:
Civil Works				07-Jun-2023
				Contract End Date:
Category:				21-Jul-2025
Construction Projects				Created By:
Applicable Procurement				Joseph Molina Apan
Rules:				Date Created:
Implementing Rules and				28-Jul-2023
Regulations				Approver:
Funding Source:				Approver.
Government of the				View Documents:
Philippines (GOP)				4
Funding Instrument:				•
Budget for the Contract				
Approved by the				
Sanggunian				
Location:				
Nueva Ecija				
Contract Duration:				
772 Day/s				
Contact Person:				
Joseph Apan				
Created By:				
Joseph Apan				



# **BIDS AND AWARDS COMMITTEE**

## NOTICE OF AWARD

01 June 2023

REBCOR CONSTRUCTION AND TRADING CORPORATION #238 National Road Valenzuela,
Sta. Rosa, Nueva Ecija

Dear Sir / Madame:

We are pleased to inform you that your Bid dated 24 May 2023 for the Furnishing of Labor and Materials for the Modern 2-Storey City Supermarket with Basement Parking Phase II for the Contract Price equivalent to Eight Hundred Fifty-Seven Million Six Hundred Ninety-Nine Thousand Six Hundred Seventy-One Pesos and 40/100 (\$\mathbb{P}\$ 857,699,671.40), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

You are hereby required to submit the performance security in the form and the amount stipulated in the Instructions to Bidders.

Failure to provide the performance security shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.

Very truly yours,

MYCA ELIZABETH R. VERGARA

City Mayor

Conforme:

MARIA REBECCA CORAZON T. GARCIA

Vice-President / AMO

REBCOR CONSTRUCTION AND TRADING CORPORATION

Date: 06-01-23

PAGBABAGO ... PROGRESO ... DISIPLINA
City Government Bldg., Kapt. Pepe Subd., Phase II, Cabanatuan City



# **BIDS AND AWARDS COMMITTEE**

# BAC Resolution Declaring and Recommending Approval

# RESOLUTION NO. 2023-05-0038

WHEREAS, the LGU-Cabanatuan City advertised the Invitation to Bid for the Furnishing of Labor and Materials for the Modern 2-Storey City Supermarket with Basement Parking Phase II with an approved budget amounting to Eight Hundred Fifty-Seven Million Seven Hundred Sixty-Two Thousand Three Hundred Ninety-Five Pesos and 26/100 (P 857,762,395.26), posted in Philippine Government Electronic Procurement System (PhilGEPS) website, and three (3) conspicuous places at the premises of the LGU-Cabanatuan City.

WHEREAS, in response to the said advertisements, One (1) bidder/s submitted an application for eligibility, and One (1) was found eligible on 24 May 2023 and out of this number of the eligible bidder, One (1) bidder/s purchased bid documents;

WHEREAS, One (1) bid/s was submitted on 24 May 2023, and One (1) bid passed the preliminary examination of bids;

WHEREAS, the bid proposals of the bidder was found to be substantially complying;

	Bid Amount
Name of Bidder	(As Rend)
REBCOR CONSTRUCTION AND TRADING CORPORATION	857,699,671.40

WHEREAS, the detailed evaluation of the bid conducted on 24 May 2023 resulted in the following:

Name of Bidder	Bid Amount (As Calculated)
REBCOR CONSTRUCTION AND TRADING CORPORATION	857,699,671.40

WHEREAS, upon careful examination, validation, and verification of all the eligibility, technical and financial requirements submitted by the Bidder with the Single Calculated Bid, its bid has been found to be responsive;

NOW, THEREFORE, We, the Members of the Bids and Awards Committee, hereby RESOLVE as it is hereby RESOLVED:

- a) To declare REBCOR CONSTRUCTION AND TRADING CORPORATION, as the Sole Bidder with the Single Calculated and Responsive Bid for the Furnishing of Labor and Materials for the Modern 2-Storey City Supermarket with Basement Parking Phase II;
- b) To recommend to the City Mayor of the Cabanatuan City Government the award of contracts.

RESOLVED, at the Bids and Awards Committee Office this 30th day of May 2023.

SUSANA I. DALLO BAC CHAIRMAN

NORMANM. RIÑO BAC VICE-CHAIRMAN

ATTY. ERWINGLENN Q. VILLARIN

SHIRLEY F. GONZALES
MEMBER

MERARDO S. DE GUIA MEMBER

GENER DC. PAYUMO MEMBER

ENGR. MILLE, TANTIAD

APPROVED:

MYCA ELIZABETH R. VERGARA Head of Procuring Entity APPROVED SUBJECT FOR AUDITING AND ACCOUNTING RULES AND REGULATIONS.

PAGBABAGO ... PROGRESO ... DISIPLINA

City Government Bldg , Kapt. Pepe Subd., Phase II, Cabanatuan City\*

# **BIDS AND AWARDS COMMITTEE**

# NOTICE TO PROCEED

07 June 2023

REBCOR CONSTRUCTION AND TRADING CORPORATION #238 National Road Valenzuela,
Sta. Rosa, Nueva Ecija

Dear Sir / Madame:

Very truly yours,

The attached Contract and Agreement having been approved, notice is hereby given to REBCOR CONSTRUCTION AND TRADING CORPORATION, that works may commence for the Furnishing of Labor and Materials for the Modern 2-Storey City Supermarket with Basement Parking Phase II.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to us.

PAGBABAGO ... PROGRESO ... DISIPLINA
City Government Bldg., Kapt. Pepe Subd., Phase II, Cabanatuan City



# Republic of the Philippines OFFICE OF THE CITY MAYOR Cabanatuan City

# CONTRACT AND AGREEMENT

Contract No.: 2023-0014

# Furnishing of Labor and Materials for the Modern 2-Storey City Supermarket with Basement Parking Phase II

#### KNOW ALL MEN BY THESE PRESENTS

This contract was made and entered into this 05th day of June 2023 at Cabanatuan City by and between:

The CITY GOVERNMENT OF CABANATUAN is represented herein by HON. MYCA ELIZABETH R. VERGARA, City Mayor, with office address at City Hall Compound, Phase II, Kapitan Pepe Subdivision, Cabanatuan City, as the PARTY OF THE FIRST PART, hereinafter called the EMPLOYER duly authorized for this purpose.

and

REBCOR CONSTRUCTION AND TRADING CORPORATION, duly organized and existing by virtue of the Laws of the Republic of the Philippines with office address at #238 National Road Valenzuela, Sta. Rosa, Nueva Ecija, represented by MARIA REBECCA CORAZON T. GARCIA Vice President / AMO has been authorized for this purpose as the PARTY OF THE SECOND PART hereinafter called the CONTRACTOR.

#### WITNESSETH:

WHEREAS, the EMPLOYER is desirous that the certain WORKS should be executed by the CONTRACTOR, viz: Furnishing of Labor and Materials for the Modern 2-Storey City Supermarket with Basement Parking Phase II and has accepted the BID of the CONTRACTOR for the execution and completion of such WORKS and the remedying of any defects therein;

WHEREAS, the above-mentioned project has been undertaken through Competitive Public Bidding;

WHEREAS, the total amount of award for completion of the WORKS is Eight Hundred Fifty-Seven Million Six Hundred Ninety-Nine Thousand Six Hundred Seventy-One Pesos and 40/100 (P857,669,671.40);

WHEREAS, the whole WORKS in this PROJECT as covered by this CONTRACT shall be completed within Seven Hundred Seventy-Two (772) Calendar-Days in accordance with the provisions of the Bid documents.

# NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

- That in this Contract Agreement, words and expressions shall have the same meanings as are respectively
  assigned to them in the Conditions of Contract hereinafter referred to.
- That the following documents shall be deemed to form and be read and construed as part of this Agreement, viz;









- (a) The Bid Form accomplished and submitted by the Contractor including the following annexes:
  - i) Eligibility Requirements
  - ii) Bid Security as to form, amount and validity period
  - iii) Organizational Chart for the contract to bid List of Contractor's Personnel (viz. Project Managers, Materials Engineers and Foreman), to be assigned to the contract to be bid, with their complete qualification and experience data.
  - iv) List of Contractor's equipment unit, which are owned, Lease, and/or under purchased agreements, supported by Certification of availability of equipment from the equipment lessor/vendor for the duration of the project
  - v) Sworn Statement as to the following
    - it is not "blacklisted' or barred from bidding;
    - each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete and all statements made therein are true and correct;
    - it is authorizing the head of the procuring entity or his duly authorize representative/s to verify all documents submitted;
    - d) the signatory is the duly authorized representative, and granted full power and authority to do so, execute and perform any and all acts necessary.
    - e) It complies with the disclosure provision under Section 47;
    - It complies with the responsibilities of the prospective or eligible bidder provided in the PBD's;
    - g) It complies with existing labor laws and standards
  - vi) Tax Clearance Certificate (Xerox Copy)
- (b) Conditions of Contract; i.e., (the DPWH Standard Specifications 1988)
- (c) Drawings / Plans
- (d) Invitation to Bid
- (e) Specifications
- (f) Instructions to Bidders
- (g) Addenda
- (h) Performance Security
- (i) Post qualification Statements
- (j) Credit Line

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- (k) The PERT/CPM diagram and bar chart with s-curve and
- (1) Construction schedule, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment
- (m) Notice of Award to Contractor and Contractor's Conformed hereto
- (n) Contractor's All Risk Insurance (if applicable)
- (o) Other pertinent document may be required
- That in consideration of the Payments to be made by the EMPLOYER to the CONTRACTOR as hereinafter
  mentioned, the CONTRACTOR hereby covenants with the EMPLOYER to execute and complete the
  WORKS and remedy any defects therein in conformity in all respects with the provisions of this
  CONTRACT.
- 4. That the EMPLOYER hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the WORKS at the unit prices agreed in the TENDER, at the time in the manner prescribed by the CONTRACT and specified in the BID. It is understood that the quantities listed in the PROPOSAL do not govern final payment, hence payment to the CONTRACTOR will be made only for actual quantities of contract items performed in accordance with the plans and specifications and accepted by the EMPLOYER
- That the EMPLOYER shall provide and pay the CONTRACTOR fifteen (15%) of the total contract cost upon the first and initial mobilization.

- The provisions of Republic Act 9184 and other existing laws, decrees, executive and administrative orders, circulars issued by proper authorities affecting government construction projects shall be made and formed as Integral part of the Contract.
- That this CONTRACT shall not take effect until the CONTRACTOR has furnished and delivered to the EMPLOYER a Performance Security that is fully acceptable to the EMPLOYER in the form and amount as required in the Instructions to Bidders.
- 8. In case the CONTRACTOR refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the CONTRACT, the CONTRACTOR shall pay the CITY GOVERNMENT for liquidated damages, and not by way of penalty, an amount to be determined for each calendar day of delay, until the work is completed and accepted or taken over by the Government.

TLD = VUUP x [  $(1+OCC)^n - 1$  ] x K,

VUUP =TCP-VCUP

#### WHERE:

TLD = Total Liquidated Damages, In Pesos

VUUP = value of the uncompleted and unusable portions of the contract work, as of the expiry date of the contract in pesos

TCP = Total Contract Price, In Pesos

VCUP = value of the completed and usable portion of the contract work, as of the expiry date of the contract, in pesos

OCC = prevailing opportunity cost of capital for government projects set by NEDA, which is currently pegged at 15%

n = total no. of years that the contract work is delayed after the expiry date of the contract.

K = adjustment favor to cover additional losses

 $\bullet = 1 + C + (1 \times n)$ 

#### WHERE

= cost of const. supervision as a percentage, not exceeding 10% of construction cost.

I = annual inflation rate as defined by NEDA

- 9. In case the CONTRACTOR lags behind schedule in his work and incurs 15% or more negative slippage, based on his approved PERT/CPM, the City Mayor, of the City Government of Cabanatuan may, at his discretion, terminate or rescind the contract pursuant to existing laws, rules and regulations.
- 10. Any time extension duly granted to the CONTRACTOR by the EMPLOYEE is not in any way a default to the contract from delays and lags caused by Acts of God/Force Majeure, Civil Matters, and Political Matters such as civil warfare, rebellion, sabotage, etc. and for such, the contractor will not be charged any penalty or liquidating damages.
- 11. The provisions of RA 6685 as implemented by Department Order No. 51, series of 1990 is hereby incorporated as part of this CONTRACT.
- 12. The CONTRACTOR shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor, and other labor laws as per Ministry Order No. 9, series of 1981.
- 13. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any employee of the EMPLOYER (or any City Government Instrumentality) to secure this CONTRACT.
- 14. The Joint Guidelines on Change Orders, Extra Work Orders, etc. as provided under the pertinent provisions of RA 9184 and its Revised Implementing Rules and Regulations, are hereby incorporated as part of this CONTRACT
- 15. Within a period of Fifteen (15) Years after completion and final acceptance of the PROJECT, the CONTRACTOR shall remain liable for any damages or defects discovered on the works due to faulty construction or the use of materials of inferior quality or violation of terms of the CONTRACT.

- 16. After completion and final acceptance of the PROJECT, the CONTRACTOR shall be held responsible for structural defects and/or failure of the completed project within the warranty period of Fifteen (15) Years from the final acceptance, except those occasioned by force majeure and those caused by other parties,
- 17. If any dispute or difference of any kind whatsoever arises between the EMPLOYER or the ENGINEER and the CONTRACTOR in connection with or arising out of the CONTRACT, or carrying out of the WORKS, it shall first be referred to and settled by, the ENGINEER. However, if the decision of the ENGINEER is not satisfactory either to the EMPLOYER or the CONTRACTOR, such dispute may be submitted to, and settled by, the Construction Industry Arbitration Commission (CIAC) created by Executive Order No. 1088.
- 18. The CONTRACTOR shall pay taxes in full and on time and that failure to do so will entitle the government to suspend payment for the contract.
- 19. The CONTRACTOR shall likewise regularly present. Within the duration of the contract, a tax clearance from the BUREAU of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 20. This agreement becomes binding and valid upon approval by the proper authorities.

IN WITNESS WHEREOF, the parties hereto affix their signature on this 05th day of June 2023 at Cabanatuan City, Philippines.

REPUBLIC OF THE PHILIPPINES

CABANATUAN CITY GOVERNMENT

(PARTY OF THE FIRST PART)

BY:

MYCA ELIZABETH R. VERGARA City Mayor

(Witness)

REBCOR CONSTRUCTION AND TRADING CORPORATION

#238 National Road Valenzuela, Sta. Rosa, Nueva Ecija

(PARTY OF THE SECOND PART)

BY:

MARIA REBECCA CORAZON T. GARCIA Vice-President / AMO

(Witness)

#### ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the City of Cabanatuan, Philippines, this <u>05<sup>th</sup></u> day of <u>June 2023</u>, personally appeared HON. MYCA ELIZABETH R. VERGARA, in her capacity as Mayor of Cabanatuan City, and MARIA REBECCA CORAZON T. GARCIA, in her capacity as Vice-President / AMO of REBCOR CONSTRUCTION AND TRADING CORPORATION, with their respective Government Issued ID, as follows:

MYCA ELIZABETH R. VERGARA

Government Issued ID.:

20191105

Issued at

LGU - CABANATUAN CITY

Issued On

JULY 01, 2019

MARIA REBECCA CORAZON T. GARCIA

Government Issued ID .:

P0573665C

Issued at

DFA MANILA

Issued On

**JUNE 17, 2022** 

3

Both are known to me and to me known to be the same persons who executed the foregoing Agreement and they acknowledge to me that the same is their free and voluntary act and deed and that of the entities they present.

This instrument consisting of five (5) pages has been signed by the parties hereto and their instrumental witnesses on the left-hand margin of each and every page thereof except page 4, which has been signed at the bottom thereof, refers to a Contract for the Furnishing of Labor and Materials for the Modern 2-Storey City Supermarket with Basement Parking Phase II.

IN WITNESS WHEREOF, I have hereto set my hand and my notarial seal on the date, year, and place first hereinabove written.

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Page No. 73
Book No. 1

Series of 2023

ATTY. JONAR CECLIPSE

NOTHING PUBLIC FOR AND IN CABANATUAN CITY

MUNICIPALITIES OF ALTIGA LANERA GEN. NATIVIDAD,

IS STA OJANKO ZRUHERA GEN. NATIVIDAD,

NOTARIAL COMP. NO 08 2023 AF VALID UNTIL DEC. 31, 2024

ROLL OF ATTORNEYS NO. 76738

PTR NO CBN 1706943 | 1-03 2023 | CABANATUAN CITY

IBF OU NO. 256466 | 12-30-2022 | PASIG CITY

MCLE. NO. VIII-0001298 ISSUED ON 12-28-22

BRGY. SANGITAN WEST, CAB. CITY, NUEVA ECIJA

CELL NO. 09568324092