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Bid Notice Abstract

Invitation to Bid (ITB)

Reference Number 9920403
Procuring Entity CITY OF CABANATUAN, NUEVA ECIJA
Title Furnishing of Labor and Materials for the Proposed Covered Court at Brgy. Communal, Cabanatuan City
Area of Delivery Nueva Ecija

Solicitation Number:	ITB No.2023-07-PB-INFRA-0042	Status	Awarded
Trade Agreement:	Implementing Rules and Regulations	Associated Components	3
Procurement Mode:	Public Bidding	Bid Supplements	0
Classification:	Civil Works	Document Request List	1
Category:	Construction Projects	Date Published	07/07/2023
Approved Budget for the Contract:	PHP 5,399,435.18	Last Updated / Time	01/09/2023 09:45 AM
Delivery Period:	180 Day/s	Closing Date / Time	01/08/2023 11:00 AM
Client Agency:			
Contact Person:	Joseph Molina Apan Head - BAC Secretariat Kapt. Pepe Subd, Cabanatuan City Nueva Ecija Philippines 3100 63-000-0000000 jabacsecretariat@gmail.com		

Description

INVITATION TO BID
FOR THE
FURNISHING OF LABOR AND MATERIALS FOR THE
PROPOSED COVERED COURT AT BRGY. COMMUNAL, CABANATUAN CITY
(10 UNITS ROW HOUSE)

I.B. No. 2023-07-PB-INFRA-0042

1. The LGU-Cabanatuan City, through the General Fund (Continuing Other Structures) FY 2023 intends to apply the sum of Five Million Three Hundred Ninety-Nine Thousand Four Hundred Thirty-Five Pesos and 18/100 (P5,399,435.18) being the Approved Budget for the Contract (ABC) to payments under the contract for the Furnishing of Labor and Materials for the Proposed Covered Court @Brgy. Communal, Cabanatuan City. 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 One Hundred Eighty (180) 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 12:00noon and 1:00pm to 4:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on 7 July, 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 Ten Thousand Pesos (P10,000.00). 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 17 July, 2023 at 11:00 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 1 August, 2023 at 11:00 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 Clause 16.

9. Bid opening shall be on 1 August, 2023 at 11:00 am at Conference Room, City Mayor's Office, City Hall Bldg., 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/>

July 06, 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	UOM	Budget (PHP)
1	Furnishing of Labor and Materials	For the Proposed Covered Court at Brgy. Communal, Cabanatuan City	1	Lot	5,399,435.18

Pre-bid Conference

Date	Time	Venue
17/07/2023	11:00:00 AM	Pre-Bid Conference1 on 17 July, 2023 at 11:00 am at the Conference Room, City Mayor's Office, City Hall Bldg., Kapt. Pepe Subd., Cabanatuan City

Created by Joseph Molina Apan

Date Created 06/07/2023

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Award Notice Abstract (Ref No.: 4377277)

Status: Updated

Reference Number: 9920403	CITY OF CABANATUAN, NUEVA ECIIA Kapt. Pepe Subel, Cabanatuan City Nueva Ecija, Region III, Philippines		Award Type: Award Notice
Control Number: ITB No.2023-07-PB- [NPA-0042]	Awardee: D.B. SARAQUEL CONSTRUCTION	Contact Person: DENO BELLEN SARAQUEL	Contract Amount: Php5,398,719.63
Bid Notice Title: Furnishing of Labor and Materials for the Proposed Covered Court at Brgy. Communal, Cabanatuan City	Address: Villa San Isidro, San Isidro, Cabanatuan City, Nueva Ecija, Cabanatuan City Nueva Ecija, Region III, Philippines	Designation: Owner/Manager	Award Date: 08-Aug-2023
	Line Item		Publish Date: 01-Sep-2023
	#	Product/Service/Project Name	Budget
	1	Furnishing of Labor and Materials, For the Proposed Covered Court at Brgy. Communal, Cabanatuan City, 72120000, 1, Lot	Php5,398,719.63
Approved Budget: Php5,398,719.63	Reason for Award: SCRB		Date Last Updated: 01-Sep-2023
Procurement Mode: Public Bidding			Contract Number: CN# 2023-0019
Classification: Civil Works			Procured Date: 11-Aug-2023
Category: Construction Projects			Contract Effectivity Date: 11-Aug-2023
Applicable			Contract End Date: 07-Feb-2024
Procurement Rules: Implementing Rules and Regulations			Created By: Joseph Malina Agan
Funding Source: Government of the Philippines (GOP)			Date Created: 01-Sep-2023
Funding Instrument: Budget for the Contract			Approved:
Approved by the Sanggunian			View Documents: x
Location: Nueva Ecija			
Contract Duration: 180 Days			
Contact Person: Joseph Agan			
Created By: Joseph Agan			

Republic of the Philippines



City of Cabanatuan

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

08 August 2023

D.B. BARAQUIEL CONSTRUCTION
Purok 7, Villa San Isidro, San Isidro,
Cabanatuan City

Dear Sir / Madame:

We are pleased to inform you that your Bid dated **01 August 2023** for the **Furnishing of Labor and Materials for the Proposed Covered Court at Brgy. Communal, Cabanatuan City** for the Contract Price equivalent to **Five Million Three Hundred Ninety-Eight Thousand Seven Hundred Nineteen Pesos and 63/100 (₱ 5,398,719.63)**, 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:


DINO B. BARAQUIEL
Owner/Manager
D.B. BARAQUIEL CONSTRUCTION
Date: 8-8-23



BIDS AND AWARDS COMMITTEE

BAC Resolution Declaring and Recommending Approval

RESOLUTION NO. 2023-08-0002

WHEREAS, the LGU-Cabanatuan City advertised the Invitation to Bid for the Furnishing of Labor and Materials for the Proposed Covered Court at Brgy. Communal, Cabanatuan City with an approved budget amounting to Five Million Three Hundred Ninety-Nine Thousand Four Hundred Thirty-Five Pesos and 18/100 (P 5,399,435.18) posted on the 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 01 August 2023, and out of this number of eligible bidder/s, One (1) bidder/s purchased bid documents;

WHEREAS, One (1) bid/s was submitted on 01 August 2023 and One (1) bid passed the preliminary examination of bids;

WHEREAS, the bid proposal/s of the bidder/s was found to be substantially complying;

Name of Bidder	Bid Amount (As Read)
D.B. BARAQUIEL CONSTRUCTION	5,398,719.63

WHEREAS, the detailed evaluation of the bid conducted on 01 August 2023 resulted in the following:

Name of Bidder	Bid Amount (As Calculated)
D.B. BARAQUIEL CONSTRUCTION	5,398,719.63

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:

- To declare D.B. BARAQUIEL CONSTRUCTION, as the Sole Bidder with the Single Calculated and Responsive Bid for the Furnishing of Labor and Materials for the Proposed Covered Court at Brgy. Communal, Cabanatuan City;
- To recommend to the City Mayor of the Cabanatuan City Government the award of contracts.

RESOLVED, at the Bids and Awards Committee Office this 07th day of August 2023.

SUSANA I. DALLO
BAC CHAIRMAN

NORMAN M. RIÑO
BAC VICE-CHAIRMAN

ATTY. ERWIN GLENN Q. VILLARIN
MEMBER

SHIRLEY F. GONZALES
MEMBER

GERARDO S. DE GUIA
MEMBER

GENE D. PAYUMO
MEMBER

ENGR. LIZA P. TANTIADO
MEMBER

APPROVED:

MYCA ELIZABETH R. VERGARA
Head of Procuring Entity

APPROVED SUBJECT FOR AUDITING
AND ACCOUNTING RULES AND
REGULATIONS.

Republic of the Philippines



City of Cabanatuan

BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

11 August 2023

D.B. BARAQUIEL CONSTRUCTION
Purok 7, Villa San Isidro, San Isidro,
Cabanatuan City

Dear Sir / Madame:

The attached Contract and Agreement having been approved, notice is hereby given to **D.B. BARAQUIEL CONSTRUCTION**, that works may commence for the **Furnishing of Labor and Materials for the Proposed Covered Court at Brgy. Communal, Cabanatuan City.**

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.

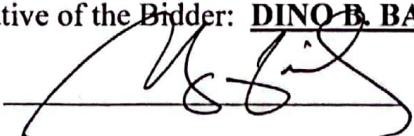
Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to us.

Very truly yours,


MYCA ELIZABETH R. VERGARA
City Mayor

I acknowledge receipt of this Notice on: 8-11-23

Name of the representative of the Bidder: **DINO B. BARAQUIEL**

Authorized Signature: 



Republic of the Philippines
OFFICE OF THE CITY MAYOR
Cabanatuan City

CONTRACT AND AGREEMENT

Contract No.: 2023-0019

Furnishing of Labor and Materials for the Proposed Covered Court at Brgy. Communal, Cabanatuan City

KNOW ALL MEN BY THESE PRESENTS

This contract was made and entered into this 10th day of August 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

D.B. BARAQUIEL CONSTRUCTION, duly organized and existing by virtue of the Laws of the Republic of the Philippines with office address at Purok 7, Villa San Isidro, San Isidro, Cabanatuan City, represented by DINO B. BARAQUIEL, Owner / Manager 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 Proposed Covered Court at Brgy. Communal, Cabanatuan City** 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 **Five Million Three Hundred Ninety-Eight Thousand Seven Hundred Nineteen Pesos and 63/100 (Php 5,398,719.63);**

WHEREAS, the whole WORKS in this PROJECT as covered by this CONTRACT shall be completed within **One Hundred Eighty (180) calendar days** in accordance with the provisions of the Bid documents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. 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.
2. 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
 - a) it is not "blacklisted" or barred from bidding;
 - b) 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;
 - c) 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;
 - f) 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
- (k) The PERT/CPM diagram and bar chart with s-curve and
- (l) 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

3. 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.
5. That the EMPLOYER shall provide and pay the CONTRACTOR fifteen (15%) of the total contract cost upon the first and initial mobilization.



6. 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.
7. 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.

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

$$VUUP = TCP - VCUP$$

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

$$K = 1 + C + (I \times n)$$

WHERE
 C = 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 observed, 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 **(15) Fifteen 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 **(15) Fifteen Years** from 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 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 this **10th** day of **August 2023** at Cabanatuan City, Philippines.

REPUBLIC OF THE PHILIPPINES
CABANATUAN CITY GOVERNMENT

D.B. BARAQUIEL CONSTRUCTION
Purok 7, Villa San Isidro, San Isidro,
Cabanatuan City

(PARTY OF THE FIRST PART)

(PARTY OF THE SECOND PART)

BY:

BY:


MYCA ELIZABETH R. VERGARA


City Mayor


DINO B. BARAQUIEL

Owner / Manager


NORMAN M. RIÑO

(Witness)


GENER DC PAYUMO

(Witness)

REPUBLIC OF THE PHILIPPINES)

Cabanatuan City _____) S.S

_____)

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the City of Cabanatuan, Philippines, this 10th day of August 2023, personally appeared HON. MYCA ELIZABETH R. VERGARA, in her capacity as Mayor of Cabanatuan City, and DINO B. BARAQUIEL, in his capacity as Owner / Manager of D.B. BARAQUIEL CONSTRUCTION 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


DINO B. BARAQUIEL


Government Issued ID.: LTO NO. N04-06-003927
Issued at LTO Palayan City, Nueva Ecija
Issued On October 03, 2022

Both 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 Proposed Covered Court at Brgy. Communal, Cabanatuan City.**

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

Doc. No. 264
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Book No. 17
Series of 2023


ATTY. FELICISIMO VILLAFLORES
NOTARY PUBLIC
Valid Until December 31, 2024
PTR No. CBN 1710572-12-22-22
IBP No. 17-0003-11-04-2022
No. 319508 SCLEP-12-09-2022
MCLE COMPLIANCE No. VI 0006551
CABANATUAN CITY, NUEVA ECJIA
NOTARIAL COMM. No. 38-2022-AT