



Republic of the Philippines
BANGSAMORO AUTONOMOUS REGION IN MUSLIM MINDANAO
OFFICE OF THE CHIEF MINISTER
BIDS AND AWARDS COMMITTEE
Bangsamoro Government Center, Governor Gutierrez Avenue, Rosary Heights VII, Cotabato City 9600

INVITATION TO BID

NEGOTIATED PROCUREMENT-TWO FAILED BIDDINGS

CONSTRUCTION OF ONE (1) UNIT OPEN TYPE TWO-STOREY BUILDING WITH BUILT-IN FISHING FACILITIES IN BRGY. SADANGAN, GEN. SK PENDATUN, MAGUINDANAO DEL SUR

IB No. SDF-NP2FB-06-001

1. In view of Two- Failed biddings, the Office of the Chief Minister, through its Bids and Awards Committee (BAC), invites supplier to participate in the negotiation for the **Construction of One (1) Unit Open Type Two-Storey Building with Built-In Fishing Facilities in Brgy. Sadangan, Gen. Salipada K. Pendatun, Maguindanao Del Sur**, in accordance with section 53.1 of the revised Implementing Rules and Regulation (IRR) of Republic Act No. 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act".
2. The Approved Budget for the Contract is **Five Million Pesos (PHP 5,000,000.00)**, inclusive of all applicable taxes.

Bids received in excess of the ABC shall be automatically rejected

3. The BAC will hold the **negotiation on June 19, 2024, 1:30 p.m. at Ground Floor, Bangsamoro Planning and Development Authority Hall 2, Bangsamoro Government Center, Cotabato City**. The suppliers are requested to submit three (3) copies of its eligibility, technical and financial documents enumerated in Annex "A", which is attached hereto. Bids should be submitted in a sealed envelope.
4. For further information, please refer to:

*Bids and Awards Committee Secretariat
Procurement Service
1st floor, OCM-Annex Building, Bangsamoro Government Center,
Bangsamoro Government Center, Gov. Gutierrez Ave.,
Rosary Heights VII, Cotabato City
ocmbac@bangsamoro.gov.ph
0917-831-7214*

Signed
MOHD ASNIN K. PENDATUN
Chairperson, Special Bids and Awards Committee

Annex "A"

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (g) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** original copy of Notarized Bid Securing Declaration; **and**
- (i) Project Requirements, which shall include the following:
- a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- (l) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

- (n) Original of duly signed Bid Prices in the Bill of Quantities; **and**

- (o) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (p) Cash Flow by Quarter.

SPECIFICATIONS

The Drawings/Plans and Specifications are complementary to each other. Drawings are graphic means of showing work to be done. They are particularly suited to showing where materials are located. Thus, drawings exist essentially to show dimension, location, and placement. Not all works, however, can be presented in the drawings. Generalized works are usually in statement form and hence, the contractor is required to read the Specifications carefully.

Specifications, on the other hand, are used to describe the materials, construction techniques, samples, shop drawings, guarantees, and other contract requirements. Together, the drawings and the Specifications are used to inform the contractor. In cases where the specified brand carries the manufacturer's specifications, the manufacturer's specifications shall hold precedence over these Specifications.

The following are the underlying principles of these Specifications:

1. The technical Specifications are only one part of the Contract Documents;
2. The Contract is between the Procuring Entity and the General Contractor; and
3. The General Contractor is the only party responsible for completing the work in accordance with the Contract Documents.

Therefore:

1. Only the General Contractor is referred to in the Specifications so as not to violate the intent of the contract and so as not to undermine the proper chain of command.
2. Any reference to Specialty Trade Contractors in the technical Specifications is made only insofar as the selection of Specialty Trade Contractors is made through bidding. Once the Specialty Trade Contractors are selected and assigned to the General Contractor, the General Contractor assumes all the responsibilities for the execution of the whole project in accordance with the Contract Documents. Therefore, in the contract between the Owner and the General Contractor, the Specialty Trade Contractor is not referred to. In all contract Documents, the word "Contractor" means the General Contractor.
3. The brand names specified are intended to assure the level of quality needed for the project. This does not mean however that the brands specified are exclusive. The Contractor shall prove by laboratory tests and certificates that substitute materials are of the equivalent quality and the Contractor shall secure the Architect's approval prior to use of such substitutes.
4. The omission of the phrase "The Contractor shall" is intentional because the Specifications are directed to the Contractor. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the plans.
5. Where "as shown," "as indicated," "as detailed" or words of similar import are used, it shall be understood that reference to the plans accompanying the Specifications is made unless otherwise stated.
6. Where "as directed ", "as required," "as permitted," "as authorized," "as approved, accepted" or words of similar import as used, it shall be understood that the direction, requirements, permission, authorization, approval, or acceptance of the Architect is intended unless otherwise stated.
7. As used herein, "provided" shall be understood to mean "provided complete in place," that is, "furnished and installed."

8. Most sentences are in the imperative mood. This style is especially suited for instructions covering the installation of products and equipment.

CLARIFICATIONS

All reference to any brand, material, equipment, or systems in the Specifications, plans, and bid documents is indicative of the type and quality of what is required. However, any equal material, equipment, or system can be used.

The list of items of work provided in the scope of works does not in any way limit the responsibility of the Contractor to perform all other works necessary for the completion of the project.

A. GENERAL CONDITIONS DESCRIPTION OF THE PROJECT

Complete all works for the Construction of One (1) Unit Open Type Two-Storey Building with Built-in Fishing Facilities in Brgy. Sadangan, General Salipada K. Pendatun, Maguindanao del Sur, including the supply of all materials, equipment, and systems, as well as the performance of all necessary labor and processes, in accordance with the plans, the Bidding Documents, the Terms of References, and other related contract documents.

The contractor is not limited to the scope of works listed. They should verify all plans and actual conditions for the necessity of work. If the actual situation calls for demolition, removal, and relocation, he shall include such and all concomitant works to finish as part of the scope of work.

Any discrepancies found between the plans and Specifications and the site conditions or any errors or omissions in the plans or Specifications should be clarified with the Consultant/Engineer/ Representative from the Procuring Entity.

Should the contractor fail to verify or clarify discrepancies, errors, conflicts, or omissions in the plans and Specifications, it shall be deemed that the contractor has included in the preparation of his bid the necessary works, materials, or items needed to satisfy the general scope of works.

B. SCOPE OF WORK

1. General Requirements

- 1.1 Furnish all materials, equipment, tools, apparatus, appliances, accessories, transportation, labor, and supervision required for the complete construction of the subject project, as shown on the plans and called for on these Specifications, ready for use.
- 1.2 Inspect the site of works before submitting a proposal for this project. All proposals shall take into consideration all such conditions that may affect the work under this contract. The Specifications and plans shall form part of one. Anything mentioned on the plans and not mentioned on the scope of work and Specifications and vice versa shall be properly consulted to the Procuring Entity Project Architect/Engineer for clarification. Any work or materials not in accordance with the plans or Specifications shall be replaced to comply with the plans and Specifications at the Contractor's expense.
- 1.3 Coordinate work with all parties to ensure proper phasing or compliance with the approved schedule of work. Engage a registered Engineer or Architect to supervise his work. He shall remain at all times in the construction site.
- 1.4 A logbook shall be available at the site. It shall contain the daily activities on the site, including but not limited to weather conditions, delivery, manpower, and other matters pertaining to the condition of the project. It will also serve as the data for the contractor and the Project Inspector and shall be surrendered to the Procuring Entity at the end of the project.

- 1.5 Daily accomplishment reports shall be prepared, supported with progress photographs and S-curves to monitor actual progress status reports and to be used as the basis for progress billing.
- 1.6 Submit additional detailed plans and analyses as required, which are necessary for the faithful completion of the works.
- 1.7 No alteration or additional work that will result in an additive or deductive cost change from the Contract shall be allowed without the approval of the Head of the Procuring Entity.
- 1.8 Inspection of the Project Engineer/Architect in charge shall be required prior to the installation of any item/material on the construction.
- 1.9 Regular coordination meetings shall be conducted with the OCM and the SDF-PMO, Contractor, and Owner for proper project monitoring.
- 1.10 Existing conditions of the work site shall be documented by the contractor and photos shall be taken before the commencement of work to ensure such status. Any damage to the areas due to the Contractor's ongoing work shall be restored at his expense.
- 1.11 Promptly remove from the premises all rubbish, trash, debris, and all superfluous building materials weekly. After the completion of all works, restore all areas that were damaged or affected by the construction works and leave the site clean to the satisfaction of the Project Inspector or his representative and the Owner.
- 1.12 All materials removed from the unit shall be properly documented prior to turn-over to the Owner for proper safekeeping. The turnover document shall be attached to the contractor's final billing.

2. Mobilization/Demobilization

- 2.1 Mobilize and bring out into work, all personnel, plant, and equipment, in accordance with his approved construction program, equipment moving and utilization schedule, and manpower schedule, from its regular place of business to the site to undertake the contract.
- 2.2 Mobilization shall include the obtaining and transporting to the site of the equipment, materials, tools, personnel, construction plant, and all necessary items for the execution and completion of the work and shall also include the setting up and verification of all equipment, instrument, and all other plants until it is rendered operable.
- 2.3 It shall also include sufficient supply of spare parts for the construction plant. Breakdowns are to be repaired on-site by the most expeditious method possible at no cost to the Procuring Entity. In the event, that repairs are beyond the personnel or tools at the site to effect repairs in a reasonable time, such that the construction plant must be removed from the site, then a replacement of machine or plant or equipment of a similar capacity shall be provided by the contractor at no additional mobilization costs to the Procuring Entity nor extension of completion of works.
- 2.4 Demobilization shall include dismantlement and removal from the site of the Contractor's plant, materials and equipment, and all temporary facilities. It shall also include clean-up of the site after completion of the contract as approved by the Project Manager and transportation from the site of the Contractor's personnel.

3. Permits/Temporary Facilities

- 3.1 Provide and maintain field office/s including all the necessary utilities such as electricity, water, drainage, security, safety requirements, and other temporary works necessary for the successful completion of the work. The cost for all the utilities shall be borne by the Contractor.
- 3.2 Temporary facilities shall have sufficient area that will accommodate the offices for the Contractor and the Procuring Entity's representative, a storage area, complete with toilet fixtures and interior finishes.
- 3.3 Temporary facilities shall include a stockpile area for bulky construction materials. The ground area shall be appropriately maintained, improved, and leveled to provide mobility and easy access for identification and inspection of materials.
- 3.4 The facilities shall conform to the best standard for the required types and shall include office equipment, apparatus, pieces of furniture, and other tools necessary for the prosecution of the work.
- 3.5 Provide all necessary safety tools, identifications, uniforms, and equipment for the workers and staff in accordance with the Safety Standard. Provide construction safety barricades along the perimeter of and/or within the project site. The type and material of these barricades shall be subject to the approval of the Procuring Entity.
- 3.6 Temporary facilities shall be dismantled and removed from the site after completion of the contract.

4. Earthworks

- 4.1 *Site Clearing.* Debris, shrubs, and other unsuitable materials shall be removed.
- 4.2 *Cut and Fill.* Cut and fill shall be done to elevations where required.
- 4.3 *Stakeout.* All lines and grades as shown on the plans shall be established before the excavation is started. Basic batter boards and reference works shall be placed at such a place where they will not be disturbed during foundation works.
- 4.4 *Excavation.* Excavation for foundations shall be made to grades as indicated on plans. Excavations shall be made deeper until the general or desired stratum for the safe bearing capacity of soil is reached.
- 4.5 *Backfill.* Works include backfilling and compaction of excavated materials.
- 4.6 *Gravel fill.* Works include filling of 50mm thick layer of gravel at column footings and footing tie beams prior to concrete pouring.
- 4.7 *Pest Control/ Soil Poisoning.* Work includes furnishing and applying termite control chemicals, including the use of equipment and tools in performing such operations in accordance with the Specification.

5. Concrete Works

- 5.1 *Concreting.* Works include concreting of column footings, footing tie beams, columns, beams, and slabs as specified in the plans and Specifications.

5.2 *Reinforcing Steel Bars (RSB)*. Works include the provision of reinforcing bars for footings, footing tie beams, columns, beams, and slabs as specified in the plans and Specifications, all sizes of reinforcing bars shall be as specified in the plans.

5.3 *Formworks and Falseworks*. Works include the provision of formworks and falseworks for all concrete works.

6. Masonry Works

6.1 *CHB Laying*. Work includes laying of 100mm and 150mm thick CHB, and mortar and filler, as specified in the plans and Specifications.

6.2 *Plastering Works*. Provide plain cement finish as specified in the plans and Specifications.

7. Finishing Works

7.1 *Paints and Coatings*. Furnish all paints, enamels, varnishes, and other products to be used including labor, tools, and equipment required as shown on the plans and in accordance with these Specifications. Upon completion of the project, all paint spots from all finished works shall be removed. Clean off all glass from paint spots, smears, and blemishes.

8. Other Works

This includes the provision and installation of timber piles, concrete cooler/fish storage with cover, and other building components specified in the plans.

C. SPECIFICATIONS

All plans - small scale and detail drawings, are intended to collaborate with the Specifications and to form a part thereof, where figures are given, they are to be followed in preference to measurement by scale. Anything shown in the plans and not mentioned in the Specifications or vice-versa or anything not expressly set forth in either, but which is reasonably implied shall be furnished and installed as thought specifically shown in mentioned both.

1. Primary Specifications

The DPWH Standard Specifications for Public Works and Highways ("Blue Book") shall be the main basis for the standards and codes to be met by the goods and materials to be furnished and work performed or tested for the Contract. In particular, Volume III of the Blue Book shall be used. The Blue Book incorporates standards of the American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), and American Concrete Institute (ACI), among others, pertaining to construction.

Modifications of and additions to standards and codes as stated in the DPWH Standard Specifications for Public Works and Highways, are included in the enclosed Supplemental Specifications, which is part of these Bidding Documents.

2. Supplemental Specifications

2.1 Concrete Cooler/Fish Storage with Cover

2.1.1 Provide two (2) units of concrete fish box with dimension of 1000mm x 1500mm x 1000 mm x 100mm (length x width x height x thickness). Verify actual location of these boxes in the plans.

2.1.2 Provide one (1) unit of concrete fish table with dimension of 2500mm x 1000mm x 900mm (length x width x height).

2.1.3 Concrete cooler/fish storage shall be constructed with moisture resistant cover and shall be provided on areas as specified in the plans.

D. GUARANTEE

The Contractor shall guarantee all works under these Specifications to be free from any technical, material, workmanship, and/or factory defects and shall replace and repair to the satisfaction of the Project Architect/Engineer of the Procuring Entity in any part or portion of the work which may fail within a period of one (1) year after the final acceptance of the project.

E. OTHERS

The Contractor must have a Project Engineer who will supervise the project onsite. The Contractor shall inform the Procuring Entity in case of replacement/changes of personnel assigned at the project site. The replacement must have relevant qualifications and abilities equal to or better than those of the personnel as evidenced by his/her training certification to be submitted to GSD.

Demolitions and repairs due to the Contractor's fault shall be done by the Contractor without extra compensation to the Owner.

As soon as the project is satisfactorily inspected and it conforms to the plans and Specifications, the Contractor shall submit to the Procuring Entity a written notice that said project is completed and is subject to the latter's approval.

Five copies of "As-Built Plans" must be submitted not later than 7 days after project completion.

Annex "B"

MANPOWER REQUIREMENTS

The key personnel must meet the required minimum years of experience set below:

Key Personnel	General Experience	Minimum Relevant Experience
1 Project Engineer	Construction	5 years
1 Safety Officer	Construction Occupational Safety and Health	3 years
1 Materials Engineer	Material Testing	3 years
1 Construction Foreman	Supervision	5 years
2 Health Personnel	Health in Construction	2 years

MAJOR EQUIPMENT REQUIREMENT

The minimum major equipment requirements are the following:

Equipment	Minimum Specifications	Minimum Number of Units
Bar Cutter	20-mm capacity	1
One Bagger Mixer	4-6 cu.ft/min	1
Bar Bender	20 mm. bending radius	1
Cutting Outfit	-	1
Backhoe	-	1
Plate Compactor	5hp	1
Dump Truck	12 cu. Yd.	1
Drilling Equipment w/ Gen. Set.	-	1

Availability of all equipment listed herein shall always be ensured giving priority to this project and further committing that no delay shall transpire due to its absence whatsoever.

Presentment of proof of ownership, lease or possession of all equipment effective within the duration of this project shall be made upon bid submission.

PCAB LICENSE REQUIREMENT

Size Range: Small B
License Category: C&D