



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO ST., SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

Resolution No. 2020-78

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted Public Bidding for the Project, "Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget Information and Training Service Office," with an Approved Budget for the Contract of P1,800,000.00 through the authorized appropriations under the FY 2020 General Appropriations Act (GAA), as reflected in the Supplemental Annual Procurement Plan No. 6;

WHEREAS, as a background, the Invitation to Bid for the Project was posted on the Philippine Government Electronic Procurement System (PhilGEPS) website, the DBM website, and all DBM bulletin boards on November 20, 2020;

WHEREAS, on December 9, 2020, after preliminary examination of the bids, the DBM-BAC, using non-discretionary "pass/fail" criteria, determined the submissions of MMEEN Construction (MMEEN) and Interworld Enterprises (Interworld) as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

WHEREAS, after evaluation of the financial proposals, the bidders were ranked according to their bid submissions:

- | | | |
|---------------|---|---------------|
| 1. MMEEN | - | P1,567,890.10 |
| 2. Interworld | - | P1,710,000.00 |

WHEREAS, the DBM-BAC accordingly declared the submission of MMEEN as the Lowest Calculated Bid in the amount of P1,567,890.10;

WHEREAS, after verification, validation, and ascertainment of all statements made and documents submitted by MMEEN, using non-discretionary criteria, as stated in the Bidding Documents, the DBM-BAC found that the submission of MMEEN failed the criteria for post-qualification due to the following:

- a) Failure to timely submit the VAT Returns (Forms 2550M & 2550Q) for the period July to October 2020 as part of the post-qualification requirements pursuant to Section 34.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184;
- b) Questionable June 2020 VAT Declaration Form (BIR Form No. 2550M) submitted as part of the post-qualification requirements pursuant to the same Section 34.2, wherein the QR code appearing on the June 2020 VAT Declaration Form is determined to be identical to that of the May 2020 VAT Declaration Form, which per validation, showed the same serial code when scanned; and

- c) Non-compliance with the required contents of the Bid Form as prescribed in the Bidding Documents for the Project consistent with the format under the 6th edition of the Philippine Bidding Documents;

WHEREAS, under BAC Resolution No. 2020-66 dated December 15, 2020, the DBM-BAC resolved as follows:

- 1) to declare the post-disqualification of MMEEN for the Project, "Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget Information and Training Service Office," and to notify the said bidder in writing about its post-disqualification and the grounds for it, pursuant to Section 34.5 of the of the 2016 Revised IRR of RA No. 9184, as well as to notify it that it has been considered by the DBM-BAC for suspension and blacklisting stating the grounds for such, and disclosing all the information prescribed under item 5.2 of Appendix 17; and
- 2) to initiate and complete the post-qualification process on the bidder with the second Lowest Calculated Bid, Interworld, pursuant to Section 34.6 of same IRR;

WHEREAS, after verification, validation, and ascertainment of all statements made and documents submitted by Interworld, using non-discretionary criteria, as stated in the Bidding Documents, the DBM-BAC found that the submission of Interworld passed all the criteria for post-qualification.

WHEREAS, Section 34.6 of the 2016 Revised IRR of RA No. 9184 provides that "[i]mmediately after the BAC has notified the first bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the bidder with the second Lowest Calculated Bid/Highest Rated Bid. **If the second bidder passes the post-qualification, and provided that the request for reconsideration of the first bidder has been denied, the second bidder shall be post-qualified as the bidder with the LCRB or HRRB.**" (emphasis supplied);

WHEREAS, Section 55.1 of the 2016 Revised IRR of RA No. 9184 provides, among others, that "[d]ecisions of the BAC at any stage of the procurement process may be questioned by **filing a request for reconsideration within the three (3) calendar days upon receipt of written notice** or upon verbal notification." (emphasis supplied);

WHEREAS, per letter dated December 15, 2020, sent to MMEEN Construction via email on December 21, 2020, the DBM-BAC notified MMEEN of its post-disqualification and the grounds for it, pursuant to Section 34.5 of the of the 2016 Revised IRR of RA No. 9184;

WHEREAS, upon verification with the DBM Central Records Division on December 28, 2020, it was gathered that MMEEN did not file a request for reconsideration of its post-disqualification within the reglementary period;

NOW, THEREFORE, for and in consideration of the foregoing premises, the DBM-BAC **RESOLVED**, as it hereby **RESOLVED**, the following:

- 1) To declare the bid of Interworld Enterprises for the Project, "Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget Information and Training Service Office," in the amount of P1,710,000.00 as the Lowest Calculated

and Responsive Bid, in accordance with Section 34.6 of the 2016 Revised IRR of RA No. 9184;


- 2) To recommend to the DBM Secretary, as the Head of the Procuring Entity, that the contract for the Project be awarded to Interworld Enterprises in the above-mentioned amount, in accordance with Section 37.1.1 of the 2016 Revised IRR of RA No. 9184; and
- 3) To notify all other bidders, in writing, of the DBM-BAC's recommendation within three (3) calendar days from the issuance of the resolution recommending award of the contract, pursuant to Section 37.1.1 of the 2016 Revised IRR of RA No. 9184.

ADOPTED, this 29th day of December 2020 at the Department of Budget and Management, General Solano St., San Miguel, Manila.

 Digitally signed
by Marissa A.
Santos
MARISSA A. SANTOS
End-user Representative


VIRGILIO A. UMPACAN JR.
B.U.D.G.E.T. Representative

not present
DANTE B. DE CHAVEZ
Member

 Digitally signed
by Rowel D.
Escalante
ROWEL D. ESCALANTE
Member

 Digitally signed by
Rosemarie D.
Pagala
ROSEMARIE D. PAGALA
Alternate Member

 Digitally signed by
Andrea Celene M.
Magtalas
ANDREA CELENE M. MAGTALAS
Vice Chairperson

on leave
JANET B. ABUEL
Chairperson

☒ Approved
☐ Disapproved


WENDEL E. AVISADO
Secretary

Date: _____



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD

FEB 03 2021

MS. CORAZON BAUTISTA

Interworld Enterprises
Unit 1607 Pasong Tamo Tower
2210 Chino Roces Avenue, Makati City

Dear **Ms. Bautista:**

We are pleased to inform you that the contract for the Project, "Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget Information and Training Service Office," is hereby awarded to Interworld Enterprises in the amount of P1,710,000.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,


WENDEL E. AVISADO
Secretary



*Christ
Corazon C. Bautista
02/3/2021*



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE TO PROCEED

FEB 24 2021

MS. CORAZON BAUTISTA

Interworld Enterprises
Unit 1607 Pasong Tamo Tower
2210 Chino Roces Avenue, Makati City

Dear **Ms. Bautista**:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget Information and Training Service Office," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

Thank you and God Bless.


Very truly yours,


WENDEL E. AVISADO
Secretary



I acknowledge receipt and acceptance of this Notice on 2-26-2021.

Name of Authorized Representative: Corazon Bautista

Signature: 

CONTRACT No. 2020-29
REPLACEMENT OF TILES AND REPAINTING OF THE INTERIOR
WALLS AND FINISHES OF BUDGET INFORMATION AND
TRAINING SERVICE OFFICE

This CONTRACT made and entered into by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its **SECRETARY, WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

INTERWORLD ENTERPRISES, a sole proprietorship duly organized and existing under the laws of the Republic of the Philippines, with office address at Unit 1607 Pasong Tamo Tower, 2210 Chino Roces Avenue, Makati City, represented by **ITS AUTHORIZED REPRESENTATIVE, CORAZON BAUTISTA**, hereinafter referred to as the "**SUPPLIER**";

Collectively, the "**PARTIES**";

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Project, "Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget Information and Training Service Office," and the bid of the Supplier was declared as the Lowest Calculated and Responsive Bid in the amount of One Million Seven Hundred Ten Thousand Pesos (P1,710,000.00), hereinafter called the "Contract Price";

WHEREAS, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, the Notice of Award was issued to the Supplier last February 3, 2021, and the Supplier posted its performance security in the form of a performance securing declaration on February 11, 2021, in the amount of N/A (P N/A);

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex	A	-	Bid Form
	B	-	Schedule of Requirements
	C	-	Technical Specifications
	D	-	General Conditions of Contract
	E	-	Special Conditions of Contract
	F	-	Notice of Award

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C. Bautista

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W. Avisado

3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget Information and Training Service Office, and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget Information and Training Service Office, and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
6. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this ____ day of _____, 2021 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET
AND MANAGEMENT**

by:


WENDEL E. AVISADO
Secretary



INTERWORLD ENTERPRISES

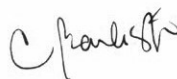
by:


CORAZON BAUTISTA
Authorized and Designated Representative

SIGNED IN THE PRESENCE OF


THEA MARIE CORINNE F. PALARCA
Director IV
Administrative Service







ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of MANILA, Philippines on this FEB 24 2021 day of _____, 2021 personally appeared the following:

NAME	VALID ID	VALID UNTIL
WENDEL E. AVISADO	DBM ID No. 4601	
CORAZON BAUTISTA	SSS # 03-6367263-6	

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget Information and Training Service Office was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this FEB 24 2021 day of _____, 2021.

Doc. No 161;
Page No 93;
Book No L111;
Series of 2021.

ATTY GARY CAMITAN AURE
NOTARY PUBLIC, ROLL NO. 60777
PTR No. 9826453 Issued on Jan. 4, 2021, Jan-Dec. 31, 2021 Manila
ICP License No. 014653 Issued on Feb. 2, 2019
Commission No. 2830-011 Issued on Jan. 31, 2020, Until Dec. 31, 2021 Manila
MCLE No. VI-0006796 Issued on Feb. 03, 2018 at Pasig City Valid Until April 14, 2022
Office Address: G/F YMCA Building, 350 Antonio Villegas Street, Ermita, Manila

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Charles

y

KPS

Bid Form

Date: December 7, 2020
Invitation to Bid: DBM-2020-44

To: DEPARTMENT OF BUDGET AND MANAGEMENT
DBM Building III, General Solano St.,
San Miguel Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Number DBM-2020-44, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **"Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget Information and Training Service Office"** in conformity with the said Bidding Documents for the sum of **ONE MILLION SEVEN HUNDRED TEN THOUSAND PESOS (P 1,710,000.00)** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding of Requirements.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or Gratuity
NONE	NONE	NONE
NONE	NONE	NONE
NONE	NONE	NONE

Until a formal Contract is prepared and executed, this Bid, 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 Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, as the owner and sole proprietor or authorized representative of **INTERWORLD ENTERPRISES.**, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the **"Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget Information and Training Service Office"** of the **DEPARTMENT OF BUDGET AND MANAGEMENT, Solano St. San Miguel Manila.**

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our Bid.

Name: CORAZON BAUTISTA

Legal capacity: PURCHASER

Signature: 

Duly authorized to sign the Bid for and behalf of: INTERWORLD ENTERPRISES

Date: December 7, 2020

VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter the date of delivery to the project site.

Item	Description	Quantity	Delivery Date
	The Supplier shall provide the materials, tools, equipment, manpower, and supervision needed for the Project.	1 lot	Subject to the coordination between the end-user (AS) and the contractor.
1	Dismantling of existing BITS workstations and reassembling to the temporary office located on the fourth floor of Bldg. II or any room available within the DBM. Full functionality (Power, Data, Voice)		Two (2) calendar days upon receipt of NTP Working hours (subject to community quarantine restrictions): Saturdays, Sundays and Holidays only [allowed up to twenty-four (24) hours per day]
2	Removal of existing floor tiles		45 calendar days after relocation of workstation Working hours (subject to community quarantine restrictions): a. Mondays to Fridays (6PM to 5AM only) – subject to change upon notice from AS b. Saturdays, Sundays, and Holidays [allowed up to twenty-four (24) hours per day] Two (2) calendar days after completion of items 2, 3, & 4 Working hours (subject to community quarantine restrictions): Saturdays, Sundays and Holidays only [allowed up to twenty-four (24) hours per day]
3	Installation of new floor tiles Estimated floor area: 380 sq.m		
4	Repainting/Re-varnishing of all interior finishes (walls, doors, door jambs, ceiling, wood cladding, etc.), color same as the existing		

5	Dismantling of the reassembled workstations in the temporary office located on the fourth floor of Building II or any room available within the DBM in item 1, and reassembling back to the original location in BITS. Full functionality (Power, Data, Voice)	Two (2) calendar days after completion of items 2, 3, & 4 Working hours (subject to community quarantine restrictions): Saturdays, Sundays and Holidays only [allowed up to twenty-four (24) hours per day]
6	Provision of one (1) year Warranty	Warranty shall commence on the day the DBM-AS issues the Certificate of Acceptance and received by the Supplier

NOTES:

- * The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.
- ** The delivery schedule indicated herein may be modified by the DBM-AS during contract implementation with prior notice, written or verbal, to the Supplier. The DBM may likewise impose suspension of the project at any time during implementation, if necessary.

I hereby certify to comply with all the above Technical Specifications.

		12-07-2020
INTERWORLD ENTERPRISES	CORAZON BAUTISTA	
Name of Company/Bidder	Signature Over Printed Name of Representative	Date

VII. Technical Specifications

Item	Specifications	Bidder's Statement of Compliance
I	GENERAL CONDITIONS / SPECIFICATION	
	A. CONDITIONS	COMPLY
	a. Survey of actual site conditions affecting normal working procedure and submitting the same in writing for determination and approval of DBM-AS.	COMPLY
	b. Confinement of all works within areas designated by AS; following strictly the Local and National Building Code, national laws for public safety, Workmen's Compensation Act 1906, and proper working conditions.	COMPLY
	c. Maintain adequate number of workers and appropriate equipment at all times to ensure realistic program of work.	COMPLY
	d. Provide temporary barricades, railings, fencing, warning signs and lights, as construction includes protection for the duration of the construction.	COMPLY
	e. Cleaning from time to time during construction; removing rubbish, dirt, etc, caused by or results from the work.	COMPLY
	f. Protect all adjoining property from any damage.	COMPLY
	g. Protect construction from any untoward incident within its control.	COMPLY
	h. Cleaning and clearing of any debris, construction wastes, refuse, junks, etc.	COMPLY
	B. GENERAL CONDITIONS OF THE CONTRACT	COMPLY
	a. The specifications shall be interpreted only by AS. No excuses shall be entertained for misinterpretation on the specifications after the award of the contract. All work as deemed provided by the AS shall be carried out properly by the Supplier.	COMPLY
	b. The Supplier is required to submit samples or swatches before implementation of the same to eliminate the need for change order and site errors. Furthermore, the Supplier is required to re-verify with AS all details, may it be for architectural, electrical and plumbing, before implementation of works.	COMPLY
	c. Correction of work before final payment: The Supplier shall promptly remove from the premises all work condemned by AS as failing to conform to the contract and the Supplier shall promptly replace and re-execute its own work in accordance with the contract and without expense to the DBM.	COMPLY
	d. Correction of work after Final Payment: Neither the final certificate nor payment nor any provision in the bidding documents shall relieve the	COMPLY

	Supplier of responsibility for faulty materials or workmanship and it shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of acceptance of work by the owner.	COMPLY
	e. The Supplier shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the works. At the completion of the work, the Supplier shall remove all its rubbish from and about the building and all its tools, scaffoldings and surplus materials.	COMPLY
	f. DBM shall not be responsible for (a) death or injury to the Supplier or any of its employees or laborers; and (b) any damage to the Supplier's equipment or materials.	COMPLY
	C. HOMOGENEOUS TILES	COMPLY
	a. Floor Tiles shall be glazed granite finish 600mm x 600mm (24"x24") homogeneous tiles. Color and design shall be the same as the existing. In case the tiles are already obsolete, the replacement design shall be for prior approval of AS.	COMPLY
	b. Lay tile to pattern same as the existing	COMPLY
	c. Standard spacers shall be installed in between tiles.	COMPLY
	d. Place aluminum movement strip/expansion control joints uniform in width, subject to variance in tolerance allowed in tile size. (See Annex "A" for sample image) Make joints watertight, without voids, cracks, and excess mortar or excess grout.	COMPLY
	e. Sounding of tile after setting. Replace hollow sounding units.	COMPLY
	f. Keep aluminum movement strip/expansion control joints free of mortar or grout.	COMPLY
	g. Allow tile to set for a minimum of 48 hours prior to grouting.	COMPLY
	h. Grouts shall be made of colored elastic tile joint sealant. Color is for approval of AS.	COMPLY
	i. Aluminum movement strip/expansion control joints shall be installed every 3.00 meters on both ways.	COMPLY
	j. Aluminum movement strip/expansion control joints shall be of the same	COMPLY
	k. depth/thickness as the floor tile.	COMPLY
	l. Aluminum movement strip/expansion control joints shall be installed on all corners such as wall, partitions, columns, etc.	COMPLY
	m. Tiles shall be installed using mortar bed method.	COMPLY
	n. Demolition and repair due to Supplier's fault shall be done by the Supplier at no additional cost to DBM.	COMPLY
	D. PAINTING	COMPLY
	a. Paints for Concrete wall and ceiling shall be semi-gloss latex.	COMPLY
	b. Fix wooden finishes such as doors, jambs, base boards, cabinets, etc. shall be wood varnished.	COMPLY
II	SCOPE OF WORKS	COMPLY
	1. Mobilization	COMPLY
	2. Clearing and cleaning of site	COMPLY

	3. Removal of existing floor tiles including grouts and mortars without damaging the post tension slab	COMPLY
	4. Hauling of debris. The Supplier shall be responsible for the hauling within the DBM compound	COMPLY
	5. Wheeled equipment/tools shall be use for hauling to prevent damages to the existing floor tiles.	COMPLY
	6. Floor preparations prior to installation of tiles and mortars	COMPLY
	7. Dismantling and reassembling of office cubicles shall only be done by the supplier - Design and Function Inc. Hence, prospective bidders should coordinate with the mentioned cubicle supplier for schedules, costing, etc.	COMPLY
	8. Installation of floor tiles	COMPLY
	9. Mortar shall be of cement-based material	COMPLY
	10. Finish floor line shall be of the same level as the existing.	COMPLY
	11. Repainting of all interior finishes such as walls, ceilings, doors, jambs, base boards, etc.	COMPLY
	12. Demobilization	COMPLY
	13. All works shall be done on standard engineering procedures and workmanship.	COMPLY
	14. The Supplier shall coordinate and pay Design and Function Inc. (supplier of workstations) for the following work:	COMPLY
	i. Dismantling of existing workstations and reassemble to Multi-purpose Hall which should be done for 2 days only, Saturday and Sunday only.	COMPLY
	ii. Dismantling of reassembled workstation and reassemble to BITS Office which should be done for 2 days only, Saturday and Sunday only.	
	iii. The Supplier shall install temporary power lines, data lines, and voice lines to the reassembled workstations which should be done on the same day as the reassembling of workstations. Power outlets, data outlets, and voice outlets shall be on the Supplier's account while the data equipment and tapping point of above-mentioned lines shall be on the account of the DBM.	
III	ADDITIONAL REQUIREMENTS	COMPLY
	1. No drilling shall be made on the floors; and	COMPLY
	2. Post tensioned slab shall not be damaged in any way. In case of damage, the Supplier shall be held liable for all damages incurred as a result thereof.	COMPLY
	3.	COMPLY

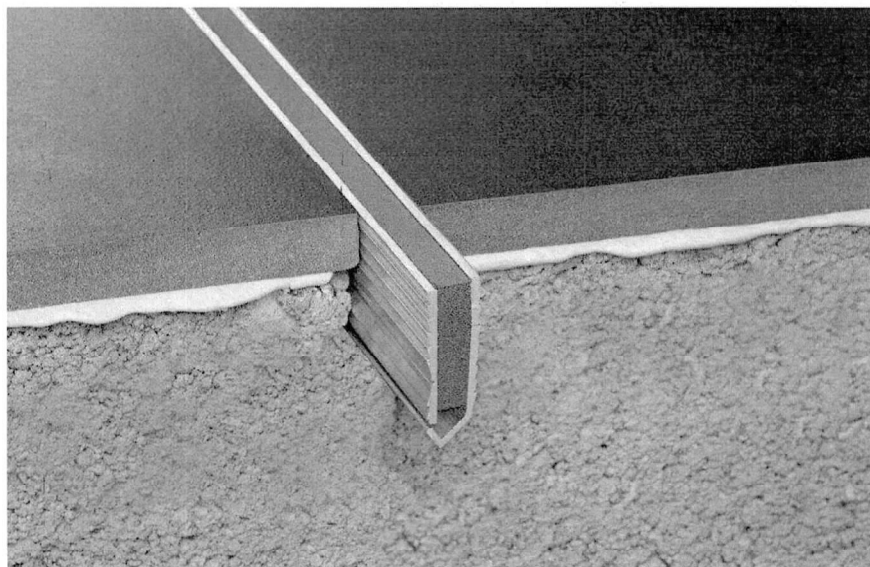
IV	WARRANTY	
	1. One (1) Year Warranty shall commence on the day the DBM-AS issues the Certificate of Acceptance and received by the Supplier	COMPLY

I hereby certify to comply with all the above Technical Specifications.


INTERWORLD ENTERPRISES
Name of Company/Bidder


CORAZON BAUTISTA
Signature Over Printed Name of Representative

12-07-2020
Date



Section IV. General Conditions of Contract

1. Scope of Contract

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

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

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing and installation defects shall be corrected by the supplier, a warranty security shall be required from the contract awarded for a period of one (1) year from the date of acceptance by the DBM-AS.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Director Thea Marie Corinne Palarca, Administrative Service (AS).</p> <p>Incidental Services</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

Packaging

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ol style="list-style-type: none"> Renewed Mayor's/Business Permit in lieu of the submitted expired permit; Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, in lieu of the unnotarized PSD.
3	<p>* In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <ol style="list-style-type: none"> Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract. A copy of the PSD form is attached hereto as Annex "A";

	<p>b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and</p> <p>c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 9184 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.</p>
4	<p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p>


PERFORMANCE SECURING DECLARATION
DBM-2020-44

To: Andrea Celene M. Magtalas
Vice Chairperson, BAC-DBM
Department of Budget Management
DBM Bldg. III, General Solano St.
San Miguel, Manila

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of _____ at _____.


Corazon Bautista
Purchaser Manager
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of _____ at _____, Philippines.

Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No.02-8-13-SC).

Witness my hand and seal this ____ day of _____.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD

FEB 03 2021

MS. CORAZON BAUTISTA

Interworld Enterprises
Unit 1607 Pasong Tamo Tower
2210 Chino Roces Avenue, Makati City

Dear **Ms. Bautista:**

We are pleased to inform you that the contract for the Project, "Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget Information and Training Service Office," is hereby awarded to Interworld Enterprises in the amount of P1,710,000.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,


WENDEL E. AVISADO
Secretary



*Christ
Corazon C. Bautista
02/3/2021*