



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

BIDS AND AWARDS COMMITTEE

Resolution No. 2021-25

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 and Management Bureau-C and Bureau-D Offices," which is composed of the following: Lot 1 – Budget and Management Bureau-C Office; and Lot 2 - Budget and Management Bureau-D Office, with Approved Budgets for the Contract of P2,000,000.00 for each Lot, with a total of P4,000,000.00, through the authorized appropriations under the FY 2021 General Appropriations Act, as reflected in the CY 2021 Annual Procurement Plan;

WHEREAS, on March 9, 2021, 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;

WHEREAS, on April 6, 2021, after preliminary examination of the bids, the DBM-BAC, using non-discretionary "pass/fail" criteria, determined the following:

- 1) The submissions of Interworld Enterprises (Interworld), My Dreamhome Builder, Inc. (My Dreamhome), Multi-B Construction Corporation (Multi-B), and ITC Corporation (ITC) for Lot 1 and Lot 2 as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents; and
- 2) The submission of Padavela Business Development and Consultancy Corporation for Lot 1 as "failed" for failing to submit its financial proposal in a separate sealed bid envelope as required in the Bidding Documents (Clauses 10.1 and 11.1 of Section II. Instructions to Bidders) pursuant to Section 25.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Section 25.1 of the 2016 Revised IRR of RA No. 9184 states that the "[b]idders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in **two (2) separate sealed bid envelopes**, or two (2) password-protected Bidding Documents in compressed archive folders, in case of electronic bid submission, and which shall be submitted simultaneously. **The first shall contain the technical component of the bid, including the eligibility requirements under Section 23.1 of this IRR for the procurement of Goods and Infrastructure Projects, and the second shall contain the financial component of the bid.**" (emphasis supplied);

Relatedly, Section 30.1 of 2016 Revised IRR of RA No. 9184 provides, among others, that "[t]he **BAC shall open the first bid envelopes** in public to determine each bidder's compliance with the documents required to be submitted for eligibility and for the technical requirements, as prescribed in this IRR. For this purpose, the BAC shall check the submitted documents of each bidder

against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion, as stated in the Instructions to Bidders. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. **In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed."** (emphasis supplied);

WHEREAS, after evaluation of the financial components of the bids determined as "passed" for both Lot 1 and Lot 2, the bidders were ranked according to their bid submissions:

- | | | |
|-----------------|---|------------------------------|
| 1. My Dreamhome | - | P1,780,000.00 (for each Lot) |
| 2. Multi-B | - | P1,800,000.00 (for each Lot) |
| 3. ITC | - | P1,888,888.88 (for each Lot) |
| 4. Interworld | - | P1,900,000.00 (for each Lot) |

WHEREAS, the DBM-BAC accordingly declared the submissions of My Dreamhome for both Lot 1 and Lot 2 as the Lowest Calculated Bids in the amount of P1,780,000.00 for each Lot;

WHEREAS, after verification, validation, and ascertainment of all statements made and documents submitted by My Dreamhome, using non-discretionary criteria, as stated in the Bidding Documents, it was determined that the bid submissions of My Dreamhome for Lot 1 and Lot 2 are inconsistent with the prescribed contents of the Bidding Documents, particularly Section VI. Schedule of Requirements (as revised under Supplemental Bid Bulletin No. 1 dated March 30, 2021);

WHEREAS, under BAC Resolution No. 2021-22 dated April 13, 2021, the DBM-BAC resolved as follows:

- 1) To declare the post-disqualification of My Dreamhome for the Project, "Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget and Management Bureau-C and Bureau-D Offices," for both Lot 1 (Budget and Management Bureau-C Office) and Lot 2 (Budget and Management Bureau-D 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; and
- 2) To initiate and complete the post-qualification process on the bidder with the second Lowest Calculated Bids for both Lot 1 and Lot 2, Multi-B, pursuant to Section 34.6 of the same IRR;

WHEREAS, the DBM-BAC issued the Notice of Post-disqualification to My Dreamhome on April 19, 2021;¹

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);

¹ Dated April 19, 2021, sent via email to My Dreamhome on the same date

WHEREAS, upon verification with the DBM Central Records Division on April 26, 2021, it was gathered that, as of said date, no request for reconsideration from My Dreamhome was received on the DBM-BAC's Notice of Post-disqualification;

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);

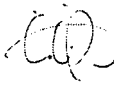
WHEREAS, considering the foregoing, and pursuant BAC Resolution No. 2021-22, after verification, validation, and ascertainment of all statements made and documents submitted by Multi-B, using non-discretionary criteria, as stated in the Bidding Documents, the DBM-BAC found that the submissions of Multi-B for both Lot 1 and Lot 2 passed all the criteria for post-qualification.

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

1. To declare the bids of Multi-B Construction Corporation for the Project, "Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget and Management Bureau-C and Bureau-D Offices," for both Lot 1 (Budget and Management Bureau-C Office) and Lot 2 (Budget and Management Bureau-D Office) in the amounts of P1,800,000.00 (for each Lot) as the Lowest Calculated and Responsive Bids, 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 contracts for the Project for each Lot be awarded to Multi-B Construction Corporation in the above-mentioned amounts, 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 contracts, pursuant to Section 37.1.1 of the 2016 Revised IRR of RA No. 9184.

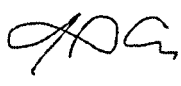
ADOPTED, this 27th day of April 2021 at the Department of Budget and Management, General Solano St., San Miguel, Manila.


Thea Marie
Corinne F. Palarca
THEA MARIE CORINNE F. PALARCA
End-user Representative

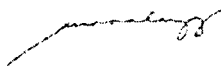

Digitally signed
by Virgilio A.
Umpacan Jr.
VIRGILIO A. UMPACAN JR.
B.U.D.G.E.T. Representative


Digitally signed by Dante
B. De Chavez
DANTE B. DE CHAVEZ
Member

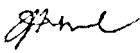
not present
ROWEL D. ESCALANTE
Member

 Digitally
signed by
Ryan S. Lita

RYAN S. LITA
Member

 Digitally signed
by Andrea Celene
M. Magtalas

ANDREA CELENE M. MAGTALAS
Vice Chairperson

 Digitally
signed by
Janet B. Abuel
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

MAY 10 2021

MR. BRYAN JHONSON CHUA LIM

Multi-B Construction Corporation
1253-B Edsa corner Kaingin Road
Brgy. Apolonio Samson, Quezon City

Dear **Mr. Lim:**

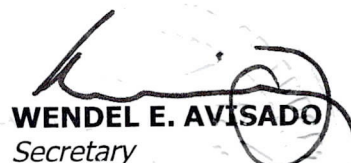
We are pleased to inform you that the contract for the Project, "Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget and Management Bureau-C and Bureau-D Offices for Lot 2 – (Budget and Management Bureau-D Office)," is hereby awarded to Multi-B Construction Corporation in the amount of P1,800,000.00.

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.

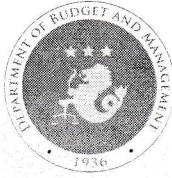
Very truly yours,


WENDEL E. AVISADO
Secretary




Bryan Jhonson C. Lim
President & CEO

MAY 10 2021



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

NOTICE TO PROCEED

MR. BRYAN JHONSON CHUA LIM

Multi-B Construction Corporation
1253-B Edsa corner Kaingin Road
Brgy. Apolonio Samson, Quezon City

Dear **Mr. Lim:**

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 and Management Bureau-C and Bureau-D Offices for Lot 2 – (Budget and Management Bureau-D 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 (The Government Procurement Reform Act).

Thank you and God Bless.

Very truly yours,


WENDEL E. AVISADO
Secretary



JUN 01 2021

I acknowledge receipt and acceptance of this Notice on _____.

Bryan Jhonson C. Lim
President & CEO

Name of Authorized Representative: _____

Signature: _____

CONTRACT No. 2021-17
REPLACEMENT OF TILES AND REPAINTING OF THE INTERIOR
WALLS AND FINISHES OF BUDGET AND MANAGEMENT BUREAU-C
AND BUREAU-D OFFICES
(LOT 2 - BUDGET AND MANAGEMENT BUREAU-D 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 -

MULTI-B CONSTRUCTION CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 1253-B Edsa corner Kaingin Road, Brgy. Apolonio Samson, Quezon City, represented by its **AUTHORIZED REPRESENTATIVE, BRYAN JHONSON CHUA LIM**, 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 and Management Bureau-C and Bureau-D Offices for Lot 2 – (Budget and Management Bureau-D Office)," and the bid of the Supplier was declared as the Lowest Calculated and Responsive Bid in the amount of One Million Eight Hundred Thousand Pesos (P1,800,000.00), 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 May 10, 2021, and the Supplier posted its performance security in the form of a performance Security Declaration on May 20, 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
- G - Performance Security

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 and Management Bureau-C and Bureau-D Offices for Lot 2 – (Budget and Management Bureau-D 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 and Management Bureau-C and Bureau-D Offices for Lot 2 – (Budget and Management Bureau-D 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



**MULTI-B CONSTRUCTION
CORPORATION**

by:

BRYAN RHONSON CHUA LIM
Authorized Representative

SIGNED IN THE PRESENCE OF

THEA MARIE CORINNE F. PALARCA
Director IV
Administrative Service

Edwin S.C. Zarsuel
General Manager

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 **MAY 31 2021** day of _____, 2021 personally appeared the following:

NAME	VALID ID	VALID UNTIL
WENDEL E. AVISADO	DBM ID No. 4601	

BRYAN JHONSON CHUA LIM

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 and Management Bureau-C and Bureau-D Offices for Lot 2 – (Budget and Management Bureau-D Office) was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of **MAY 31 2021**, 2021.

Doc. No. 122;
Page No. 27;
Book No. W4;
Series of 2021.

ATTY. GARY CANTAN AURE
NOTARY PUBLIC, ROLL NO. 60777
PTR No. 30461 issued on Dec. 1, 2010 until Dec. 31, 2021 Manila
MCLE No. VI-0006796 Issued on Dec. 1, 2019 at Pasig City Valid until April 14, 2022
Office Address: G/F YMCA Building, 350 Antonio Villegas Street, Ermita, Manila

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : **APRIL 5, 2021**

Project Identification No. : **DBM-2021-23**

To: DEPARTMENT OF BUDGET AND MANAGEMENT

DBM-Administrative Service-Procurement Management Division
Ground Floor, DBM Building III, General Solano St., San Miguel, Manila

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget and Management Bureau-C and Bureau-D Offices: Lot 2 – (Budget and Management Bureau-D Office)** in conformity with the said PBDs for the sum of **ONE MILLION EIGHT HUNDRED THOUSAND PESOS ONLY (PHP 1,800,000.00)** or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the details provided herein and made part of this Bid. The total bid price includes the cost of all taxes.

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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 pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of **MULTI-B CONSTRUCTION CORPORATION** as evidenced by the attached *Secretary Certificate*.

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

Name: **BRYAN JHONSON CHUA LIM**

Legal capacity: **PRESIDENT**

Signature: 

Duly authorized to sign the Bid for and behalf of: **MULTI-B CONSTRUCTION CORPORATION**

Date: **APRIL 5, 2021**

Section VI. Schedule of Requirements (Revised)

The delivery schedule stipulates hereafter the date of delivery to the project site.

Lot 2 - Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget and Management Bureau-D Office

Item	Description	Delivery Date
1.	Provision of the materials, tools, equipment, manpower, and supervision needed for the Project.	Subject to the coordination between the end-user (Administrative Service [AS]) and the contractor.
2	Dismantling of existing BMB-D workstations and reassembling to the temporary office located on the fourth floor of the same building or any room available within the DBM. Full functionality (Power, Data, Voice)	Two (2) calendar days upon receipt of the Notice to Proceed Working hours (subject to community quarantine restrictions): Saturdays, Sundays and Holidays only (allowed up to twenty-four [24] hours per day)
3	Removal of existing floor tiles	45 calendar days after relocation of workstation Working hours (subject to community quarantine restrictions): a. Mondays to Fridays (6:00 p.m. to 5:00 a.m. only) – subject to change upon notice from the 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)
4	Installation of new floor tiles Estimated floor area: 480 sq.m.	
5	Repainting/Re-varnishing of all interior finishes (walls, doors, door jambs, ceiling, wood cladding, etc.), color same as the existing	

6	Dismantling of the reassembled workstations in the temporary office located on the fourth floor of the same building or any room available within the DBM in item 2, and reassembling back to the original location in BMB-D. Full functionality (Power, Data, Voice)	Two (2) calendar days after completion of items 2, 3, 4, & 5 Working hours (subject to community quarantine restrictions): Saturdays, Sundays and Holidays only (allowed up to twenty-four [24] hours per day)
7	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 period for the performance of the obligations under the Contract shall not be 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 and deliver all the above requirements.

**MULTI-B CONSTRUCTION
CORPORATION**

Name of Company/Bidder

BRYAN JHONSON CHUA LIM

Signature Over Printed Name of Representative

APRIL 5, 2021

Date

Section VII. Technical Specifications

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Lot 2 - Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget and Management Bureau-D Office

Item	Specifications	Bidder's Statement of Compliance
I	GENERAL CONDITIONS / SPECIFICATIONS	
	<p>A. CONDITIONS</p> <ul style="list-style-type: none"> a. Survey of actual site conditions affecting normal working procedure and submitting the same in writing for determination and approval of DBM-Administrative Service (AS). 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. c. Maintain adequate number of workers and appropriate equipment at all times to ensure realistic program of work. d. Provide temporary barricades, railings, fencing, warning signs and lights, as construction includes protection for the duration of the construction. e. Cleaning from time to time during construction; removing rubbish, dirt, etc, caused by or results from the work done. f. Protect all adjoining property from any damage. g. Protect construction from any untoward incident within its control. h. Cleaning, clearing and hauling of any debris, construction wastes, refuse, junks, etc. i. Transfer of removed floor tiles to the Procurement Service storage unit. <p>B. GENERAL CONDITIONS OF THE CONTRACT</p> <ul style="list-style-type: none"> 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. 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. 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 	<p style="text-align: center; font-size: 1.5em;">COMPLY</p>

promptly replace and re-execute its own work in accordance with the contract and without expense to the DBM.

- d. Correction of work after Final Payment: Neither the final certificate nor payment nor any provision in the bidding documents shall relieve the 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.
- 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.
- 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.

C. HOMOGENEOUS TILES

- 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.
- b. Lay tile to pattern same as the existing
- c. Standard spacers shall be installed in between tiles.
- 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.
- e. Sounding of tile after setting. Replace hollow sounding units.
- f. Keep aluminum movement strip/expansion control joints free of mortar or grout.
- g. Allow tile to set for a minimum of 48 hours prior to grouting.
- h. Grouts shall be made of colored elastic tile joint sealant. Color is for approval of AS.
- i. Aluminum movement strip/expansion control joints shall be installed every 3.00 meters on both ways.
- j. Aluminum movement strip/expansion control joints shall be of the same depth/thickness as the floor tile.
- k. Aluminum movement strip/expansion control joints shall be installed on all corners such as wall, partitions, columns, etc.
- l. Tiles shall be installed using mortar bed method.
- m. Demolition and repair due to Supplier's fault shall be done by the Supplier at no additional cost to DBM.

COMPLY

D. PAINTING

- a. Paints for Concrete wall and ceiling shall be semi-gloss latex.
- b. Fix wooden finishes such as doors, jambs, base boards, cabinets, etc. shall be wood varnished.

II	SCOPE OF WORKS	
	<ul style="list-style-type: none"> a. Mobilization b. Clearing and cleaning of site c. Removal of existing floor tiles including grouts and mortars without damaging the post tension slab d. Hauling of debris. The Supplier shall be responsible for the hauling within the DBM compound e. Wheeled equipment/tools shall be use for hauling to prevent damages to the existing floor tiles. f. Floor preparations prior to installation of tiles and mortars g. 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. h. Installation of floor tiles i. Mortar shall be tile adhesive material - with highly adhesive, greater tensile and bonding strength materials j. Finish floor line shall be of the same level as the existing. k. Repainting of all interior finishes such as walls, ceilings, doors, jambs, base boards, etc. l. Demobilization m. All works shall be done on standard engineering procedures and workmanship. n. The Supplier shall coordinate and pay Design and Function Inc. (supplier of workstations) for the following work: <ul style="list-style-type: none"> i) Dismantling of existing workstations and reassemble to Multipurpose Hall which should be done for 2 days only, Saturday and Sunday only. ii) Dismantling of reassembled workstation and reassemble to BMB-D 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. 	COMPLY
III	ADDITIONAL REQUIREMENTS	
	<ul style="list-style-type: none"> a. No drilling shall be made on the floors; and b. 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



IV	WARRANTY	
	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.

**MULTI-B CONSTRUCTION
CORPORATION**

Name of Company/Bidder

BRYAN JHONSON CHUA LIM

Signature Over Printed Name of Representative

APRIL 5, 2021

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 2016 Revised 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 defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 Revised IRR of RA No. 9184.
- 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> <ul 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> <ul style="list-style-type: none"> a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit; b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and c. 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> <ul style="list-style-type: none"> a. 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;

	<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 written notice 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>



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

NOTICE OF AWARD

MAY 10 2021

MR. BRYAN JHONSON CHUA LIM

Multi-B Construction Corporation
1253-B Edsa corner Kaingin Road
Brgy. Apolonio Samson, Quezon City

Dear **Mr. Lim:**

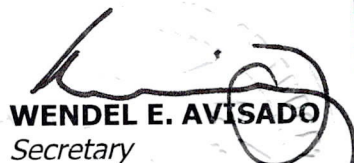
We are pleased to inform you that the contract for the Project, "Replacement of Tiles and Repainting of the Interior Walls and Finishes of Budget and Management Bureau-C and Bureau-D Offices for Lot 2 – (Budget and Management Bureau-D Office)," is hereby awarded to Multi-B Construction Corporation in the amount of P1,800,000.00.

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




Bryan Jhonson C. Lim
President & CEO

MAY 10 2021

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

X-----X

PERFORMANCE SECURING DECLARATION


Invitation to Bid: 2021-23

To: DEPARTMENT OF BUDGET AND MANAGEMENT
General Solano Street, 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/manufacturer/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 hand this ____ day of _____ at _____.


BRYAN JHONSON C. LIM
President
Multi-B construction Corp.

SUBSCRIBED AND SWORN to before me this ____ day of _____ 20____ 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). Affiant exhibited to me *his/her* PASSPORT ID with his/her
photograph and signature appearing thereon, with ID no. P9926015A issued on DEC 13, 2018
at DFA NCR EAST.

Witness my hand and seal this ____ day of _____ 2021.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2021.