



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

BIDS AND AWARDS COMMITTEE

Resolution No. 2021-29

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted Public Bidding for the Project, "Replacement and Repair of Roofing, Repainting of Roof Catwalk, and Waterproofing of Concrete Gutter and Staircase Concrete Cover of DBM Building II," with an Approved Budget for the Contract of P5,500,000.00 through the authorized appropriations under the FY 2021 General Appropriations Act, as reflected in the CY 2021 Annual Procurement Plan;

WHEREAS, on March 30, 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 20, 2021, after preliminary examination of the bids, the DBM-BAC, using non-discretionary "pass/fail" criteria, determined the submissions of Interworld Enterprises (Interworld), Thaumaturgy Trade Philippines (Thaumaturgy), EEC Coating, Waterproofing and General Services, Inc. (EEC), My Dreamhome Builder, Inc. (My Dreamhome), and ITC Corporation (ITC) as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

WHEREAS, after evaluation of the financial components of the bids determined as "passed," the bidders were ranked according to their bid submissions, as follows:

1. My Dreamhome	-	P4,668,000.00
2. Thaumaturgy	-	P4,703,298.18 (as recalculated)
3. ITC	-	P4,888,888.88
4. EEC	-	P4,899,372.52
5. Interworld	-	P4,988,000.00

WHEREAS, the DBM-BAC accordingly declared the submission of My Dreamhome as the Lowest Calculated Bid in the amount of P4,668,000.00;

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 submission of My Dreamhome is inconsistent with the prescribed contents of the Bidding Documents, particularly Section VII. Technical Specifications;

WHEREAS, under BAC Resolution No. 2021-26 dated April 27, 2021, the DBM-BAC resolved as follows:

- 1) To declare the post-disqualification of My Dreamhome for the Project, "Replacement and Repair of Roofing, Repainting of Roof Catwalk, and Waterproofing of Concrete Gutter and Staircase Concrete Cover of DBM Building II," 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 Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184; and

- 2) To initiate and complete the post-qualification process on the bidder with the second Lowest Calculated Bid, Thaumaturgy, pursuant to Section 34.6 of same IRR;

WHEREAS, the DBM-BAC issued the Notice of Post-disqualification to My Dreamhome on April 28, 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);

WHEREAS, through letter dated April 28, 2021,² My Dreamhome sought reconsideration of the DBM-BAC’s declaration of its submission as “post-disqualified.” It emphasized that, “as per our understanding we compl[ied with] the prescribe[d] Technical Specification[s] for the Repainting of DBM Building II Roof Catwalk as prescribed in the bidding documents. For this we want to justify that what you stated [in] your letter we mark[ed] ‘comply’ to the given scope of works and technical specification[s] as per required”;

WHEREAS, the DBM-BAC, in its letter-reply dated April 30, 2021³ to My Dreamhome, explained, among others, that Section VII. Technical Specifications of the Bidding Documents submitted by My Dreamhome failed to include the statement, “All works shall be done in accordance with standard engineering procedures and workmanship,” as part of Item No. II.1.d, as prescribed in the Bidding Documents. Such missing statement is even evident in the copy of the Technical Specifications appended by My Dreamhome in its request for reconsideration. Further, it was disclosed that, in a similar subject matter, the Government Procurement Policy Board (GPPB) in Non-Policy Matter (NPM) No. 040-2012, opined, among others, that “[D]uring the post-qualification stage of the bidding process, the Bids and Awards Committee (BAC) determines the responsiveness of the Lowest Calculated Bid (LCB) against the requirements specified in the Bidding Documents. In case the BAC finds that the LCB does not comply with the requirements specified in the Bidding Documents using non-discretionary pass/fail criterion, it shall notify the bidder of its disqualification”. Hence, the DBM-BAC denied the request for reconsideration of My Dreamhome, and affirmed its declaration finding My Dreamhome as “post-disqualified”;

WHEREAS, in accordance with Section 55 of the 2016 Revised IRR of RA No. 9184, My Dreamhome has seven (7) calendar days upon receipt of the DBM-BAC letter on May 1, 2021, or until May 8, 2021, to protest the DBM-BAC’s decision by filing a verified position paper, accompanied by the payment of a non-refundable protest fee, before the Head of the Procuring Entity;

¹ Dated April 27, 2021, sent via email to My Dreamhome on April 28, 2021

² Received by the DBM on April 28, 2021

³ Sent via email to My Dreamhome on May 1, 2021; Attached as Annex A

WHEREAS, Section 57 of the 2016 Revised IRR of RA No. 9184 provides that, “[i]n no case shall any protest taken from any decision treated in this Rule stay or delay the bidding process: Provided, however, That protests must first be resolved before any award is made”;

WHEREAS, upon verification with the DBM Central Records Division on May 10, 2021, it was determined that, as of said date, no protest from My Dreamhome was received on the DBM-BAC’s denial of its request for reconsideration;

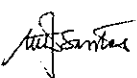
WHEREAS, Section 34.6 of the 2016 Revised IRR of RA No. 9184 provides that “[i]mmediately after the BAC has notified the first bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process 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. 2021-26, after verification, validation, and ascertainment of all statements made and documents submitted by Thaumaturgy, using non-discretionary criteria, as stated in the Bidding Documents, the DBM-BAC found that the submission of Thaumaturgy 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:

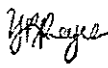
1. To declare the bid of Thaumaturgy Trade Philippines for the Project, “Replacement and Repair of Roofing, Repainting of Roof Catwalk, and Waterproofing of Concrete Gutter and Staircase Concrete Cover of DBM Building II,” in the amount of P4,703,298.18 as the Lowest Calculated and Responsive Bid, in 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 Thaumaturgy Trade Philippines 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 11th day of May 2021 at the Department of Budget and Management, General Solano St., San Miguel, Manila.

 Digitally signed
by Marissa A.
Santos

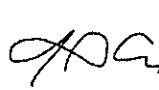
MARISSA A. SANTOS
End-user Representative

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

 Digitally signed
by Yolanda R.
Reyes

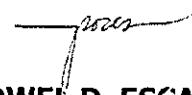
YOLANDA R. REYES

Alternate Member

 Digitally
signed by
Ryan S. Lita

RYAN S. LITA

Member

 Digitally signed
by Rowel D.
Escalante

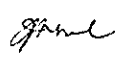
ROWEL D. ESCALANTE

Member

not present

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

MR. VICENTE A. ALEJAGA

Thaumaturgy Trade Philippines
#14 R. Gonzales St.
Sinagtala, B.F. Homes
Paranaque City

Dear **Mr. Alejaga**:

We are pleased to inform you that the contract for the Project, "Replacement and Repair of Roofing, Repainting of Roof Catwalk, and Waterproofing of Concrete Gutter and Staircase Concrete Cover of DBM Building II," is hereby awarded to Thaumaturgy Trade Philippines in the amount of P4,703,298.18.

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



Handwritten signature and date:
5/20/21



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

NOTICE TO PROCEED

JUN 02 2021

MR. VICENTE A. ALEJAGA

Thaumaturgy Trade Philippines
#14 R. Gonzales St.
Sinagtala, B.F. Homes
Paranaque City

Dear **Mr. Alejaga:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Replacement and Repair of Roofing, Repainting of Roof Catwalk, and Waterproofing of Concrete Gutter and Staircase Concrete Cover of DBM Building II," 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

I acknowledge receipt and acceptance of this Notice on June 4, 2021.

Name of Authorized Representative: VICENTE A. ALEJAGA

Signature: 

CONTRACT No. 2021-18
REPLACEMENT AND REPAIR OF ROOFING, REPAINTING OF ROOF
CATWALK, AND WATERPROOFING OF CONCRETE GUTTER AND
STAIRCASE CONCRETE COVER OF DBM BUILDING II

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 -

THAUMATURGY TRADE PHILIPPINES, a sole proprietorship duly organized and existing under the laws of the Republic of the Philippines, with office address at #14 R. Gonzales St., Sinagtala, B.F. Homes, Paranaque City, represented by its **AUTHORIZED REPRESENTATIVE, VICENTE A. ALEJAGA**, hereinafter referred to as the "**SUPPLIER**";

Collectively, the "**PARTIES**";

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Project, "Replacement and Repair of Roofing, Repainting of Roof Catwalk, and Waterproofing of Concrete Gutter and Staircase Concrete Cover of DBM Building II," and the bid of the Supplier was declared as the Lowest Calculated and Responsive Bid in the amount of Four Million Seven Hundred Three Thousand Two Hundred Ninety-Eight Pesos and 18/100 (P4,703,298.18), 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 20, 2021, and the Supplier posted its performance security in the form of a Performance Security Declaration on May 21, 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 and Repair of Roofing, Repainting of Roof Catwalk, and Waterproofing of Concrete Gutter and Staircase Concrete Cover of DBM Building II, 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 and Repair of Roofing, Repainting of Roof Catwalk, and Waterproofing of Concrete Gutter and Staircase Concrete Cover of DBM Building II, 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 MAY 31 2021, 2021 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET
AND MANAGEMENT**

by:

WENDEL E. AVISADO
Secretary



**THAUMATURGY TRADE
PHILIPPINES**

by:

VICENTE A. ALEJAGA
Authorized Representative

SIGNED IN THE PRESENCE OF

THEA MARIE CORINNE F. PALARCA
Director IV
Administrative Service

BEA ALEXANDRA FLORES

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	
VICENTE A. ALEJAGA	PRC ID NO. 0017828	01-22-2023

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 and Repair of Roofing, Repainting of Roof Catwalk, and Waterproofing of Concrete Gutter and Staircase Concrete Cover of DBM Building II 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 131;
Page No 27;
Book No 1411;
Series of 2021.

ATTY. GARY CAMITAN AURE
NOTARY PUBLIC, ROLL NO. 60777
PTR No. 9826456 Issued on Jan. 4, 2021 until Dec. 31, 2021 Manila
JSP License No. 014380 Issued on Feb. 7, 2019
Commission No. 2020-021 Issued on Jan. 31, 2020 Until Dec. 31, 2021 Manila
MCLE No. VI-0000706 Issued on Feb. 20, 2018 at Pasig City Valid Until April 14, 2022
Office Address: CIFYMCA Building, 350 Antonio Villegas Street, Ermita, Manila

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

BID FORM

Date: April 15, 2021

Project Identification No.: No. 2021-0114 dated 29 January 2021

To: **DEPARTMENT OF BUDGET AND MANAGEMENT**
General Solano Street San Miguel, Manila

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Number [1], the receipt of which is hereby duly acknowledged we, the undersigned, offer **Replacement and Repair of Roofing, Concrete Cover of DBM Building II** in conformity with the said PBDs for the sum of **FIVE MILLION FIVE HUNDRED THOUSAND PESOS (P5,500,000.00)** or the total calculated bid price, as evaluated and corrected for computation 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, such as, but not limited to those which are itemized herein.

Description	Amount (inclusive of VAT)
Replacement of DBM Building II Roofing	3,253,554.15
Repair of DBM Building II Roofing	1,126,589.27
Repainting of Roof Catwalk	85,224.76
Waterproofing of Concrete Gutter and Staircase Concrete Cover	237,930.00
TOTAL	P4,703,298.18

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 **THAUMATURGY TRADE PHILIPPINES** as evidenced by the attached [state the written authority].

THAUMATURGY TRADE PHILIPPINES
Signed: _____
VICENTE A. ALEJAGA
CERTIFIED TRUE COPY

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

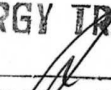
Name: VICENTE A. ALEJAGA

Legal capacity: Manager

Signature: 

Duly authorized to sign the Bid for and behalf of: THAUMATURGY TRADE PHILIPPINES

Date: April 15, 2021

THAUMATURGY TRADE PHILIPPINES
Signed: 
VICENTE A. ALEJAGA
CERTIFIED TRUE COPY

Section VI. Schedule of Requirements

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

Item	Description	Delivery Schedule
The Contractor shall provide the following materials, tools and equipment, manpower, and supervision needed for the project, including testing and commissioning :		
1.	Replacement and Repair of DBM Building II Roofing	Within 120 calendar days upon receipt of Notice to Proceed 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 Administrative Service (AS) b. Saturdays, Sundays, and Holidays (allowed up to twenty-four [24] hours per day)
2.	Waterproofing of Concrete Gutter and Staircase Concrete Cover at DBM Building II	
3.	Repainting of Roof Catwalk	
4.	Submission of Warranty Certificate by the Supplier	Within three (3) working days from the date of acceptance by the AS
	Warranty Period: a. Workmanship/installation works b. Materials	One (1) year starting from the date of acceptance by the AS

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.

THAUMATURGY TRADE PHILS
Name of Company/Bidder

VICENTE A. ALEJAGA
Signature Over Printed Name of Representative

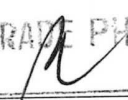
April 15, 2021
Date

THAUMATURGY TRADE PHILIPPINES
Signed: **VICENTE A. ALEJAGA**
CERTIFIED TRUE COPY

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."

Item	Specifications	Bidder's Statement of Compliance
I	MATERIAL REQUIREMENTS	
	1. ROOFING <p>a. The roof shall be covered with gauge no. 24 (0.60mm \pm 0.03mm) long span metal roofing sheets Tegula contoured pre-painted. Color-finish shall be of the same finish as the existing roofs.</p> <p>b. All flushing and counter flushing shall be gauge no. 24 (0.60mm \pm 0.03mm) pre-painted metal sheets extent 1" into the wall.</p> <p>c. Ridge, valley and hip rolls shall be gauge no. 24 (0.60mm \pm 0.03mm) Tegula pre-painted metal. Ridge and valley roll shall lap at least 25cm. Over-roofing sheets. The ridge and valley roll shall be riveted to the long span metal roofing sheets at every corrugation in addition to rivets engaging top line of straps.</p> <p>d. Repainted roofing shall be painted with elastomeric paint for steel - 2 coats</p> <p>e. All materials included herein shall be of pre-painted metal sheets.</p> <p>f. Weather insulation shall be 10mm thick or same size as existing.</p> 2. CATWALK <p>a. Catwalk platform shall be re-painted with epoxy primer prior to final coating of quick dry enamel.</p> 3. PAINTING <p>a. General Conditions:</p>	<p><i>comply</i></p> <p><i>comply</i></p> <p><i>comply</i></p> <p><i>comply</i></p> <p><i>comply</i></p> <p><i>comply</i></p> <p><i>comply</i></p>

THAUMATURGY TRADE PHILIPPINES
Signed: 

VICENTE A. ALEJAGA
CERTIFIED TRUE COPY

	<p>i. The contractor shall furnish all labor materials and tools necessary for completion of all painting and varnishing works, which includes exposed woodworks and concrete hollow blocks and iron works.</p> <p>ii. All paint and varnish materials shall be subjected to inspection and approval before brand is used in this painting works, with 2 coats for both interior and exterior surfaces.</p> <p>b. Concrete and Plaster Works:</p> <p>i. All exposed exterior concrete surface shall be painted by 2 coats of elastomeric paints.</p> <p>ii. All interior concrete and plaster works shall be painted with 2 coats of flat interior wall paint.</p> <p>c. Color:</p> <p>i. For approval prior to application.</p>	<p>comply</p> <p>comply</p> <p>comply</p> <p>comply</p> <p>comply</p>
II	SCOPE OF WORKS	
	The scope of works is provided in terms of the following deliverables, which will be implemented at DBM Building II, Gen. Solano St., San Miguel, Manila. See Annex A for the project site location.	
	<p>1. Replacement and Repair of DBM Building II Roofing, Waterproofing of Concrete Gutter and Staircase Concrete Cover and Repainting of Roof Catwalk.</p> <p>a. Replacement of DBM Building II Roofing (see Annex B and Annex C for the roof plan and the proposed replacement of roof):</p> <ul style="list-style-type: none"> • Mobilization; • Removal of existing roof, including damaged weather insulation; • Installation of new weather insulation – 10mm thick same size of existing; • Supply, fabrication, and installation of new roofing material – Long span, pre-painted metal roof, Tegula type, gauge no. 24, same size and color of the existing roofs. Hence, prospective bidders shall inspect the site prior to their bid proposal; • Sorting of dismantled roofs, usable and non-usable; 	<p>comply</p> <p>comply</p> <p>comply</p> <p>comply</p> <p>comply</p>

<ul style="list-style-type: none"> • Hauling of dismantled roof (non-usable) to DBM Storage at Procurement Service, Cristobal Street, Paco, Manila; • Fabrication and installation of contractor's hoisting equipment, for approval of DBM; • Supply, fabrication and installation of roofing accessories such as, but not limited to, ridge roll/cap, valley gutter, end wall flashing, tekscrew, sealant, etc.; • Re-touching of new roofs after installation; • Execute all other works identified by the Administrative Service (AS) as necessary to finish the project; • Testing and Commissioning; • Demobilization. 	<i>comply</i> <i>comply</i> <i>comply</i> <i>comply</i> <i>comply</i> <i>comply</i> <i>comply</i>
<p>b. Repair of DBM Building II Roofing (see Annex B and Annex C for the roof plan and the proposed repair of roof):</p> <ul style="list-style-type: none"> • Mobilization; • Repair/rehabilitation of existing roofs by patching the hole of the damaged long span roofing and/or replacement of damaged roof using materials from the dismantled roof; • Re-painting of rusted roofs; • Execute all other works identified by the AS as necessary to finish the project; • Testing; • Demobilization. 	<i>comply</i> <i>comply</i> <i>comply</i> <i>comply</i> <i>comply</i> <i>comply</i>
<p>c. Waterproofing of DBM Building II Concrete Gutter and Staircase Concrete Cover (see Annex D for the proposed re-application of waterproofing paint):</p> <ul style="list-style-type: none"> • Mobilization; • Cleaning and clearing of site from dirt and/or debris; • Supply and application of waterproofing membrane (elastomeric paint) as indicated in the plans (2 coats); • Application of such paints shall be done in dry and sunny weather; • Execute all other works identified by the AS as necessary to finish the project; • Testing and Commissioning; • Demobilization. 	<i>comply</i> <i>comply</i> <i>comply</i> <i>comply</i> <i>comply</i> <i>comply</i> <i>comply</i>
<p>d. Repainting of DBM Building II Roof Catwalk (see Annex E for the roof catwalk plan):</p>	<i>comply</i>

<ul style="list-style-type: none"> • Mobilization; • Supply, and application of paints, epoxy primer paint and final coating of Quick Dry Enamel; • Cleaning of catwalk from rust prior to reapplication of paint; • Application of such paint shall be done in dry and sunny weather; • Execute all other works identified by the AS as necessary to finish the project; • Demobilization. <p>All works shall be done in accordance with standard engineering procedures and workmanship.</p>	<p>- comply</p> <p>- comply</p> <p>- comply</p> <p>- comply</p> <p>- comply</p> <p>- comply</p> <p>- comply</p>
<p>e. Conditions:</p>	
<p>1. The plans and specifications shall be considered as cooperatives. As such, all labor materials mentioned or indicated in one and not mentioned or indicated in other or vice versa shall be considered by the contractor.</p>	<p>- comply</p>
<p>2. Numerical indication appearing in the plans shall be carefully followed in accordance with the scale of the drawing. If they are not indicated, the numerical rotations in the specifications shall govern. In case of discrepancies on figures or drawings, the matter shall immediately be reported to the AS before making any adjustment.</p>	<p>- comply</p>
<p>3. Any changes in drawings and specifications shall be approved by the AS.</p>	<p>- comply</p>
<p>4. Work shall be done accordingly, and not simultaneously, as follows:</p>	<p>- comply</p>
<p>i. First: Repair/replacement of roof and weather insulation.</p>	<p>- comply</p>
<p>ii. Second: Repainting of roof catwalk</p>	<p>- comply</p>
<p>iii. Last: Waterproofing of concrete gutter and staircase concrete cover.</p>	<p>- comply</p>
<p>5. No laborer shall be allowed to walk on the concrete gutter once it is painted with elastomeric paint. The contractor shall paint the gutter starting from the outer most part in relation to the roof entrance.</p>	<p>- comply</p>
<p>6. All workers shall follow the health and safety protocol being implemented on site (e.g. wearing of Personal Protective Equipment).</p>	<p>- comply</p>

	<p>7. The Contractor shall fabricate a flat form following the contour of the roof to prevent damages, which may be incurred by its personnel/laborer during roofing installation. No personnel/laborer shall be allowed to walk directly on the roof.</p> <p>8. Once the project is completed, a joint inspection by the Contractor and the AS shall be done to check the workmanship prior to acceptance. The contractor shall immediately rectify and complete any deficiency that will be found on the project, at no additional cost to the DBM.</p> <p>9. Any damage incurred by the Contractor shall be repaired, at no additional cost to the DBM.</p>	<p><i>comply</i></p> <p><i>comply</i></p> <p><i>comply</i></p>
III.	WARRANTY	
	<p>The Contractor shall submit a Warranty Certificate, containing the following, within three (3) working days from the date of acceptance by the AS:</p> <p>a. Workmanship/installation works – One (1) year from date of acceptance by the AS.</p> <p>b. Materials – One (1) year from the date of acceptance by the AS.</p>	<p><i>comply</i></p> <p><i>comply</i></p>

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

THAUMATURGY TRADE PHILS
Name of Company/Bidder

VICENTE A. ALEJAGA
Signature Over Printed Name of Representative

APRIL 15, 2021
Date

THAUMATURGY TRADE PHILIPPINES
Signed: **VICENTE A. ALEJAGA**
CERTIFIED TRUE COPY

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>

	<p>Packaging</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p> <p>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.</p> <p>Transportation</p> <p>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.</p> <p>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>
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	<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 restrictions, 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>



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

NOTICE OF AWARD

MR. VICENTE A. ALEJAGA
Thaumaturgy Trade Philippines
#14 R. Gonzales St.
Sinagtala, B.F. Homes
Paranaque City

Dear **Mr. Alejaga**:

We are pleased to inform you that the contract for the Project, "Replacement and Repair of Roofing, Repainting of Roof Catwalk, and Waterproofing of Concrete Gutter and Staircase Concrete Cover of DBM Building II," is hereby awarded to Thaumaturgy Trade Philippines in the amount of P4,703,298.18.

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



pm jmy
1/10/21
5/20/21

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: **DBM-2021-26**

To: **Department of Budget and Management – General Solano Street, San Miguel, Manila**


I, the undersigned, declare that:

1. I 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 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 for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I 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 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I have hereunto set my/our hand/s this MAY 20 2021 at PARANAQUE CITY.

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ATTY. CARLOS M. CARLOS
NOTARY PUBLIC - PARANAQUE CITY
COM. NO. 242 - EX. UNTIL 6/30/2021-B.M.NO. 3795
ROLL NO. 43869
BP NO. 03068 - LIFETIME MEMBER
PTR NO. 2571268 - 01/04/2021, PARANAQUE CITY
ICL V - 0001729
UNIT 155, VALLEY T. BRGY SAN ANTONIO
SUCAT, PARANAQUE CITY


VICENTE A. ALEJAGA
Manager/Proprietor
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]