

BIDS AND AWARDS COMMITTEE

NOTICE OF NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS)

The Philippine International Convention Center (PICC) announces that the Bids and Awards Committee (BAC) will conduct a Negotiated Procurement for the **SUPPLY AND INSTALLATION OF NEW PRESSURE RELIEF VALVE OF THE WATER RESEVOIR AT POWERHOUSE**. The total Approved Budget for Contract (ABC) for this requirement is **EIGHT HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED NINETY-FIVE PESOS (P847,495.00), VAT inclusive**.

This will be undertaken in accordance with Sec. 53.1, Two Failed Bids, of the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184 otherwise known as “The Government Procurement Reform Act”.

A complete set of documents may be obtained by interested bidders from September 4, 2023 to on or before 3:00 p.m. of September 19, 2023.

Submission of proposals will be on or before 3:00 p.m. of September 19, 2023, at the BAC Secretariat Office, Ground Floor, Delegation Building, PICC Complex, 1307 Pasay City. Attached are the specifications for this particular procurement.



MELPIN A. GONZAGA
Chairman

BIDS AND AWARDS COMMITTEE (BAC)

NEGOTIATED PROCUREMENT

Sir:

We wish to inform you that the procurement of the **SUPPLY AND INSTALLATION OF NEW PRESSURE RELIEF VALVE OF THE WATER RESEVOIR AT POWERHOUSE**, will be done by way of Alternative Method of Procurement through Negotiated Procurement.

The total Approved Budget for Contract (ABC) for this project is **EIGHT HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED NINETY-FIVE PESOS (P847,495.00)**, VAT inclusive.

Please submit your proposal on or before **3:00 p.m. of September 19, 2023** at the BAC Secretariat, Ground floor, Delegation Building, PICC together with the following:

A. ELIGIBILITY DOCUMENTS:

1. Certified photocopy of the valid and current PhilGEPS Certificate of Registration – Platinum Membership.

If any of the documents mentioned in Annex “A” is not current, the new document should be submitted.

2. Statement of all on-going government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
3. Statement of the Single Largest Completed Contract (SLCC) similar to the contract to be bid, entered into within the last ten (10) years from the date of submission and opening of bids, and whose value is at least fifty percent (50%) of the ABC. Attach to such statement the following;

- a. Certified photocopy of the SLCC; and
- b. Certificate of Acceptance or Official Receipt or Sales Invoice

4. Net Financial Contracting Capacity (NFCC):

Computation of NFCC must be at least equal to the ABC to be bid, calculated as follows;

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid. or a committed Line of Credit from Universal or Commercial Bank, in lieu of

its NFCC Computation. The committed Line of Credit must be at least equal to ten percent (10%) of the ABC to be bid.

B. TECHNICAL COMPONENT:

1. Terms of Reference fully accomplished;
2. Notarized Omnibus Sworn Statement with attached;
 - a. For Corporations, the duly notarized Secretary's Certificate; or
 - b. For Sole Proprietorship, the notarized Special Power of Attorney.

C. OTHER DOCUMENTARY REQUIREMENTS:

1. Certified Photocopy of the CY 2022 Income and Business Tax Returns with proof of payment;
2. Company Profile with sketch of office location;
3. Certifications from TSD-MSD that the participating bidder has conducted ocular inspection of the abovementioned requirements; and
4. Certificate of Satisfactory Completion & Acceptance of previous PICC projects undertaken within the last two (2) years, if any.

Negotiation shall be made with the bidder who made the lowest offer; should the negotiation fail then the same shall be made with the second lowest offer.

Attached is the Terms of Reference and other requirements for the implementation of the abovementioned requirements.

PICC reserves the right to reject any offer or all quotations found to be disadvantageous to the government.

Very truly yours,


MELPIN A. GONZAGA
Chairman

Date

The Chairman
Bids and Awards Committee (BAC)
Philippine International Convention Center (PICC)

Dear Sir/Madam:

In response to your letter dated _____, 2023, I wish to submit our offer for the
**SUPPLY AND INSTALLATION OF NEW PRESSURE RELIEF VALVE OF THE
WATER RESEVOIR AT POWERHOUSE.**

TOTAL AMOUNT OF BID IN WORDS _____
_____ (P _____) VAT Inclusive

Very truly yours,

Signature of bidder over printed name

Address

Telephone/Fax No.

TERMS OF REFERENCE

Item	Specification	Statement of Compliance
	<p>SUPPLY AND INSTALLATION OF PRESSURE RELIEF VALVE OF THE WATER RESERVOIR AT POWERHOUSE</p> <p>I. SCOPE OF WORKS and SPECIFICATIONS:</p> <p>1. Supply, delivery and installation of one (1) unit 6” diameter Pressure Relief Valve (PRV) of the Domestic Water Pumping System of the Water Reservoir at Powerhouse. Work includes labor surveying, supply of materials, technical expertise, supervision, safety watch and services required for the installation of the said PRV. All works herewith shall include but not necessarily limited to the following:</p> <p> 1.1. One (1) unit Pressure Relief Valve with the following specification:</p> <p> 1.1.1. Flange-type, ANSI 150, Y-pattern, 6” diameter</p> <p> 1.1.2. Working Temperature: 80°C</p> <p> 1.1.3. Body, cover and actuator is made up of ductile iron</p> <p> 1.1.4. Internals: Stainless steel, bronze and coated steel</p> <p> 1.1.5. Seals: NBR (Acrylonitrile Butadiene Rubber)</p> <p> 1.1.6. Coating: Electrostatic polyester powder blue</p> <p> 1.1.7. Made in the following regions: Europe, US, Japan, Israel</p> <p> 1.2. One (1) lot B.I Pipes 6” diameter, Schedule 40</p> <p> 1.3. One (1) lot BI Pipe Fittings (Elbow & Tee)</p> <p> 1.4. One (1) lot Bolts & Nuts with washers 5/8” dia. x 3’ length</p> <p> 1.5. One (1) lot B.I. Flange</p> <p> 1.6. One (1) lot Flange Rubberize Gaskets</p> <p> 1.7. One (1) lot Various Pipe Fittings & Accessories</p> <p> 1.8. One (1) lot Clamps/ Brackets/Supports</p> <p> 1.9. One (1) lot Quick Dry Enamel Blue Paint, Red Primer Paint</p> <p>2. Mobilization: manpower, tools & equipment.</p> <p>3. Installation of 22” x 32” tarpaulin safety signage.</p> <p>4. Pipe laying and installation of 3 units Gate Valves (PICC supply).</p> <p>5. Fabrication of metal brackets, clamps, supports and manhole covering (please see details/plans)</p> <p>6. Rehabilitation of manhole and supply/installation of 0.70m x 0.70m x ¼ inch steel plate covering complete with lock, hinges and handle. (See attached plan for details)</p> <p>7. Restoration work</p> <p>8. Demobilization: manpower, tools & equipment.</p> <p>II. GENERAL CONDITIONS:</p> <p>1. The Contract Documents, Specifications and Drawings are mutually complimentary. What is noted in one although not shown in other shall be considered contained in all, in case of conflict. The Specifications shall prevail over the Drawings. The documents forming the Contract shall be interpreted in the following order of priority:</p>	

- a. Contract/Construction Agreement
- b. Contractor's Bid
- c. Special Conditions of the Contract
- d. Specifications
- e. Drawings
- f. Any other document listed in the Special Conditions of the Contract as forming part of the Contract

2. The Bidders shall examine all the issued documents relating to the work and must have verified all the existing conditions at the site. No consideration will be given for any alleged misunderstanding or misinterpretation of the specifications and materials to be used or work to be done.
3. The Bidders shall inspect and examine the site and the surroundings of the project to arrive at a reasonable estimate of the labor, materials, equipment, facilities and services necessary to carry out the works.
4. Tapping of equipment and other related works at the temporary facilities shall be properly coordinated with PICC Representative for provision of electrical power and water. For this purpose, the CONTRACTOR shall provide a sub-meter for power and water consumptions and shall be billed accordingly to the total kilowatt and volume utilized.

III. CONTRACTOR'S OBLIGATION:

1. The CONTRACTOR shall perform all works necessary to fully accomplish the project.
2. A joint ocular inspection must be conducted by the Contractor and PICC Representative to determine the actual condition of the area.
3. The CONTRACTOR shall commence execution of the works on the Start Date and shall carry out the works in accordance with the program of work submitted by the CONTRACTOR, as updated with the approval of PICC Representative and complete them by the intended completion date.
4. The CONTRACTOR shall provide all supervision, labor, materials, plans and Contractor's equipment, which may be required.
5. The CONTRACTOR shall be liable to all health hazards for its workers, fire and accident claims and other related claims arising from the injuries and damages, which occurred in the vicinity. The Contractor shall submit a Safety and Health Program signed by the Contractor and its Safety Officer. The Contractor shall provide PPEs of its workers. No workers shall be allowed to work on site without PPEs like safety shoes and reflective vest.
6. The CONTRACTOR shall free the PICC and its personnel from and against all liability for damages arising from injuries or liabilities to persons or damages to property by any act of omissions of the contractor including any and all expenses which may be incurred by its personnel in the defense of any claim, action or suit.
7. Any work that may affect the operation, security and image of the Center shall be coordinated properly with PICC Representative and shall be done in accordance with the Center's approved schedule.
8. Cost of rework and restoration or replacement of all damaged properties due to CONTRACTOR'S poor workmanship or negligence shall be borne by the Contractor.
9. The CONTRACTOR shall submit list of personnel assigned to the project including

their NBI clearance before commencing the above scope of works.

10. The CONTRACTOR’s personnel/workers must wear at all times their PPE, security ID issued by PICC and company uniform while working inside the Center.

11. The minimum work experience required for key personnel:

Key Personnel	Relevant Experience
Project Supervisor – Civil Engineer or Architect or Mechanical Engineer	Must have managed/supervised a completed project involving civil works or piping works.
Safety Officer	Minimum of three (3) years’ work experience as Safety Officer/Practitioner. Must have Certificate of employment as Safety Officer and Certificate of training in Occupational Safety and Health from DOLE or any DOLE accredited training institution.

IV. WORKMANSHIP:

The work throughout shall be executed in the best and most thorough manner to the satisfaction of PICC and its engineers and supervisors who will jointly interpret the meaning of the scope of work and its conditions and shall have the power to reject any work, method of accomplishing every part of work and material used which in their judgment are not in full accordance therewith and are disadvantageous to PICC.

V. LIQUIDATED DAMAGES:

In case of delay in the completion period inclusive of duly granted time extensions, if any, the Contractor shall be liable for damages and shall pay the PICC for liquidated damages in an amount equivalent to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed works/services for every day of delay.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the procuring entity may rescind the award without prejudice to other courses of action and remedies open to it.

The minimum work experience required for key personnel:

Key Personnel	Relevant Experience
Project Supervisor – Civil Engineer or Architect or Mechanical Engineer	Must have managed/supervised a completed project involving civil works or piping works.

Safety Officer	Minimum of three (3) years' work experience as Safety Officer/Practitioner. Must have Certificate of employment as Safety Officer and Certificate of training in Occupational Safety and Health from DOLE or any DOLE accredited training institution.	
<p>STATEMENT OF COMPLIANCE</p> <p><i>Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.</i></p>		

PERFORMANCE BOND

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.	Five percent (5%)
Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

PAYMENT

1. Full payment shall be made upon completion of the project and submission of the following documents:
 - Certificate of Work Completions and Acceptance
 - As-Built Plan in soft and hard copy. The hard copy shall be in A3 bond size, three (3) copies signed by the CONTRACTOR and PICC authorized representative. The soft copy shall be saved in a USB.
 - Invoice
2. Full payment shall be subject to the following:

Ten percent (10%) of the Contract amount as retention money. The total "retention money" shall be due for release upon final acceptance of the works or after one (1) year from date of turn-over and acceptance of the project.

WARRANTY PERIOD

The warranty period shall be **Three (3) year** reckoned from the date of final turn-over and acceptance. The obligation for the warranty shall be covered by either **retention money** equivalent to five (5) percent of the total contract amount or a **special bank guarantee** equivalent to five (5) percent of the total contract amount. Said amounts shall only be released after the lapse of the warranty period.

LIQUIDATED DAMAGES

In case of delay in the completion period inclusive of duly granted time extensions, if any, the Contractor shall be liable for damages and shall pay the PICC for liquidated damages in an amount equivalent to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed works/services for every day of delay.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the procuring entity may rescind the award without prejudice to other courses of action and remedies open to it.

SCHEDULE OF REQUIREMENTS

Item Number	Description	Delivered, Weeks/Months
I	Supply and Installation of New Pressure Relief Valve of the Water Reservoir at Powerhouse	Work shall be completed within one hundred twenty (120) calendar days from the receipt of the Notice to Proceed

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company / Bidder

Signature over printed Name of Authorized Representative

Position

Date