

NOTICE FOR NEGOTIATED PROCUREMENT

NOTICE OF CONDUCT OF 3rd NEGOTIATED PROCUREMENT UNDER SECTION 53.1 (TWO FAILED BIDDINGS) FOR THE PROCUREMENT OF *System Repair and Piping of the DFA Main Pressure Tank*

1. The Department of Foreign Affairs (DFA), through its Bids and Awards Committee, will conduct a negotiated procurement, after two consecutive failed biddings, pursuant to Section 53.1 of the revised Implementing Rules and Regulations of Republic Act No. 9184, for the procurement of the ***System Repair and Piping of the DFA Main Pressure Tank*** with the Approved Budget for the Contract (ABC) of ***One Million Eight Hundred Thousand Pesos (PhP 1,800,000.00) only.***
2. Interested/invited bidders may submit their **Best and Final Offers** for negotiation to the Bids and Awards Committee Secretariat at the 12th Floor, DFA Building, on or before **09 August 2019, at 12:00 n.n.** No Submissions shall be accepted after this hour. Offers should, in no case, exceed the ABC of ***One Million Eight Hundred Thousand Pesos (PhP 1, 800,000.00)*** for the project.
3. The Best and Final Offer shall include the Statement of Compliance with the **Technical Specifications** in accordance with **Annex “A”**. The eligibility documents enumerated under **Annex “B”** shall be included in the submission of the bidder’s **Best and Final Offer**.
4. To facilitate the submission of the best and final offers, bidders are requested to submit their eligibility documents in the order indicated in Annex “B”. Bidders shall provide one (1) original and four (4) photocopies of the *Omnibus Sworn Statement, Statement of Ongoing Contracts, Statement of Compliance (with the Technical Specifications), and Financial Component*. For all other eligibility documents, the bidders shall provide five (5) photocopies of each and shall present the originals for verification and validation.
5. The successful offer shall be selected on the basis of the compliance with the Technical Specifications and the Best and Final Offer.
6. The DFA reserves the right to accept or reject any offer, to annul the negotiation process, and to reject all offers at any time prior to contract award, without incurring any liability to the affected participants.
7. For further information, please refer to:

DFA-BAC Secretariat
Department of Foreign Affairs
12th Floor, DFA Main Building,
2330 Roxas Boulevard, Pasay City 1300
Tel. No. 834-4823; Fax no. 831-9584
Email address: bac.secretariat@dfa.gov.ph

Annex “A”

Technical Specifications

Item No.		
I.	<p>Background:</p> <p>The existing pressure tank, located at the DFA Main building roof deck, provides the building’s water supply. Exposure to extreme weather conditions, wear and tear due to water pressure, and frequent welding causing creasing and deterioration of its steel structure have resulted to pressure drop and inability to supply water to parts of the building.</p>	
II.	<p>Objectives:</p> <p>The Department intends to procure the services of a reputable company specializing in repairs of steel pressurized tanks as well as its piping system including gauges and necessary fittings for the project. The project aims to upgrade and repair the existing tank as well as repair/replace pipes including all of its auxiliary parts.</p>	
III.	Scope of work	Statement of Compliance
	<p>1. The project shall consist of, but not be limited to, the preparation of shop drawings, project supervision, civil works, mechanical installation, plumbing fixtures installation, electrical components installations, testing, start-up and commissioning of the repair and upgrade of the pressure tank and its piping system.</p>	
	<p>2. Components of the Project:</p> <p style="padding-left: 20px;">a. Preparation</p> <p style="padding-left: 40px;">The Contractor shall submit to Office of Asset Management and Support Services – Engineering and Maintenance Division (OAMSS-EMD) shop drawings for its approval.</p> <p style="padding-left: 40px;">Upon approval, the Contractor shall submit to OAMSS-EMD the project's Bill of Quantities (including brand names of the material) and a Project Schedule which includes the number of manpower and the equipment to be used for the project.</p>	

	<p>b. Mobilization/Demobilization The Contractor shall:</p> <ul style="list-style-type: none"> i. Deploy/install temporary facilities; ii. Conduct site area board up preparations iii. Deploy safety elements such as, but not limited to, personal protective equipment (PPEs), personnel identification paraphernalia, safety orientation activities, etc; and iv. Conduct regular clean-up of site. 	
	<p>c. Plumbing and Mechanical Works The Contractor shall:</p> <ul style="list-style-type: none"> i. Supply materials and essential equipment for the project; ii. Dismantle, pull out, and haul the existing pressure tank; iii. Perform necessary works for the installation of equipment; and, iv. Complete piping works, which include the supply and installation of pipes, fittings, valves, pipe hanger/s, and supports and appurtenances required for the workable piping system. 	
	<p>d. Electrical and Instrumentation Works The Contractor shall:</p> <ul style="list-style-type: none"> i. Install a new electrical control system (main and branch circuit breakers, starters, contactors, including reset buttons, selector switches, push buttons, pilot lights, and circuit control items) to monitor the electrical control or liquid level control of the various system components; and ii. Install all new necessary wirings, conduits, fittings and supports for the pressurized tank plumbing system. 	
	<p>e. Start-up, Commissioning and Performance Testing The Contractor shall:</p> <ul style="list-style-type: none"> i. Supervise the initial performance testing and monitoring of the project; ii. Test equipment and facilities for defects or malfunctions and correct them to ensure efficient performance; and iii. Submit preventive maintenance manual and procedures to OAMSS-EMD upon completion of the project. 	
	<p>3. Services not expressly indicated, which may be necessary for the completion of the work, shall be provided by the Contractor to ensure a functional and efficient system.</p>	
	<p>4. All work items under this Contract shall be done in accordance with the National Building Code (NBC), Philippine Society of</p>	

	Mechanical Engineers' (PSME) Code, Philippine Electrical Code (PEC), Sanitation Code of the Philippines, and any applicable engineering and environmental standards or practices.	
IV.	<p>Technical Specifications</p> <p>The Contractor shall provide the following:</p> <ol style="list-style-type: none"> 1. Two (2) units Pressurized Tank, 525-gallon capacity, 45" diameter x 72" in height, including stand and ports for necessary fittings. Use 6.00 mm thick stainless steel (SS304) plate. 2. Water pipes, fittings, valves, gauges, and all other accessories required to complete the installation must be of the highest quality. 	
V.	<p>Contractor's Obligations</p> <p>The Contractor shall:</p> <ol style="list-style-type: none"> 1. If necessary, secure and pay the obligatory permits, licenses, clearances and other documents required under the National Building Code and other related laws, rules and regulations, and bear all costs, duties, fees and other charges thereof. 2. Ensure that skilled and experienced craftsmen will undertake the renovation and repair works to assure first class quality, appearance and durability of the completed work. 3. Submit weekly progress reports with photographs indicating corresponding dates covering all relevant phases of implementation of the work. 4. Regularly consult with and report to OAMSS-EMD, on the progress of the project. 5. Pay for the necessary cost of power/electricity and water while rendering the repair services. 6. Submit the methodologies and plans for all phases of the work to OAMSS- EMD for review and approval. 7. Submit shop drawings for review and approval of OAMSS- EMD, for any modifications, prior to its execution. 8. Provide brand new equipment and materials for the project. 9. Provide its Technical Personnel with company uniforms and IDs to be worn within the Department's premises at all times. 10. Maintain cleanliness at the work site at all times. At the end of the day, all tools, equipment, and unused materials shall be put away in an orderly manner inside the Department's designated areas. 11. Accept the site "as is". 	

VI.	<p>Contractor's Qualifications</p> <p>The Contractor shall comply with the following minimum requirements:</p> <ol style="list-style-type: none"> 1. Experience in plumbing repair works; 2. Applicable PCAB License; and, 3. Five (5) years' experience. 										
VII.	<p>Contractor's personnel qualifications.</p> <p>The Contractor shall provide the following key personnel:</p> <ol style="list-style-type: none"> 1. Project Engineer Qualified Engineering (Mechanical/Sanitary) experts with relevant experience. The Contractor shall provide the following information: <ol style="list-style-type: none"> a. Professional Qualifications; b. Relevant Education levels and dates; and, 2. Foreman Assigned foreman will work under the direction of the Contractor/Project Engineer to identify phases of the work. He/She shall be responsible for monitoring the progress of the project, ensure that workers are knowledgeable and qualified, and assign them according to their skills sets. The Contractor shall provide the following information: <ol style="list-style-type: none"> a. Relevant education levels and dates; b. Chronological employment history, including role in any previous similar project; and c. With at least (2) years of experience in similar projects. 										
VIII.	<p>Contractor's minimum major equipment</p> <table border="1" data-bbox="326 1230 1122 1425"> <thead> <tr> <th>No.</th> <th>Quantity</th> <th>Equipment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1 unit</td> <td>Utility Truck</td> </tr> <tr> <td>2</td> <td>2 units</td> <td>Welding Machine</td> </tr> </tbody> </table>	No.	Quantity	Equipment	1	1 unit	Utility Truck	2	2 units	Welding Machine	
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IX.	<p>Warranty Against Structural Defects and Failures</p> <p>The warranty against structural defects and failures shall cover a period of one (1) year upon final acceptance.</p>										
X.	<p>Contract Duration</p> <p>Project duration is within forty-five (45) calendar days upon receipt of Notice to Proceed.</p>										
XI.	<p>Confidentiality Clause</p> <p>The Contractor shall ensure that all personnel who shall be assigned to the Department shall execute and sign a Non-Disclosure Agreement</p>										

	which is to be submitted to the Department prior to the commencement of the service.	
XII.	<p>Terms of Payment</p> <ol style="list-style-type: none"> 1. Progress billing and payment shall be as follows: <ol style="list-style-type: none"> a. 15% of the Contract Price: Advance Payment (mobilization cost) b. 75% of the Contract Price: Upon completion and acceptance of the Project. c. 10% of the Contract Price: Retention Fund – one (1) year after issuance of certificate of completion and final acceptance of the project. 2. The Contractor shall be paid within thirty (30) working days upon the submission of the sales invoice, or its equivalent, and other supporting documents examined by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD). Payments shall be made through List of Due and Demandable Accounts Payable (LDDAP). 3. All payments shall be inclusive of all applicable taxes and other lawful charges. 	

Note:

Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule to Requirements. The Statement of Compliance must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and in behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and in behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating that the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidder’s Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of the **ITB** Clause 3.1(a)(ii) and/or **GCC** Clause 2.1(a)(ii).

Conformé:

[Signature/s]

[Name of Bidder’s Authorized Representative/s]

[Position]

[Date]

ANNEX “B”

DEPARTMENT OF FOREIGN AFFAIRS Bids and Awards Committee

CHECKLIST OF ELIGIBILITY DOCUMENTS FOR NEGOTIATED PROCUREMENT (AFTER TWO FAILED BIDDINGS) (FOR GOODS OR GENERAL SUPPORT SERVICES)

	ELIGIBILITY AND TECHNICAL DOCUMENTS	TAB/LABEL
1	OMNIBUS SWORN STATEMENT (in the prescribed form, duly notarized in accordance with the 2004 Rules on Notarial Practice).	A
	In the case of a corporation, partnership, cooperative or joint venture, the Omnibus Sworn Statement shall be accompanied by a notarized Secretary's Certificate (Authority of the Signatory) .	A1
2	<p><i>(any of the following)</i></p> <ul style="list-style-type: none"> • SEC Certificate of Registration (for corporation or partnership) <li style="text-align: center;">or • DTI Certificate of Business Name Registration (for sole proprietorship) <li style="text-align: center;">or • Registration Certificate from the Cooperative Development Authority (for cooperatives) 	B
3	Valid and current mayor's permit issued by the city/municipality where the principal place of business of the prospective bidder is located.	C
4	Current and Valid TAX Clearance (reviewed and approved by the BIR)	D
5	Statement of all its ongoing government and private contracts within the prescribed number of years, as indicated in the Invitation to Bid, including contracts awarded but not yet started, if any, as required in the Bidding Documents.	E
6	Copy of the SINGLE LARGEST COMPLETED CONTRACT (SLCC) together with <u>Certificate of Final Acceptance/Completion</u> of the project from the bidder's client (for government contracts) OR <u>official receipt(s)</u> of the bidder for the contract (for private contracts), as described and required in the Bidding Documents	F
7	Audited Financial Statements for the preceding calendar year, which should not be earlier than two (2) years from bid submissions; Stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.	G
8	STATEMENT OF COMPLIANCE with all the <u>Technical Specifications</u> / <u>Terms of Reference</u> , as described, as well as the <u>Schedule of Requirements</u> . (As enumerated and specified in Sections VI and VII, respectively, of the Bidding Documents)	H
9	Proof of PhilGEPS Registration (PhilGEPS Registration Number or Certificate of PhilGEPS Registration)	I
10	Latest Income Tax Return (ITR)	J
11	Financial Component Financial Bid Form (indicating the bidder's bid price) Price Schedule or Breakdown of Bidder's Financial Bid	K

