



development academy of the philippines

ISO 9001:2015 Certified
CIP/4045/08/06/579

BIDS & AWARDS COMMITTEE per SO#2016-092A dated November 24, 2016

Title/Description:		
BID BULLETIN No. 1 (07 February 2017)		
Transaction:		
"ONE LOT CONSULTING SERVICES FOR THE PROVISION OF <i>CONSTRUCTION MANAGEMENT SERVICES (CMS)</i> FOR THE PRE-CONSTRUCTION, CONSTRUCTION, AND POST-CONSTRUCTION WORKS INCLUDING SITE DEVELOPMENT FOR DAP CONFERENCE CENTER'S NEW TRAINING BUILDING IN TAGAYTAY CITY FOR PURPOSES OF " <i>STRENGTHENING THE CAPACITY OF DEVELOPMENT ACADEMY OF THE PHILIPPINES TO PROVIDE BOTH GENERAL AND HIGHLY SPECIALIZED TRAINING COURSES FOR GOVERNMENT OFFICIALS</i> "		
Bidding Number:	ABC for the Project:	Office of the End-User
IB16-377123-09A	P25,000,000. ⁰⁰	DAPCC-Tagaytay, SERVICES

This has reference to the discussions and agreements made during the Pre-Bid Conference conducted on 31Jan2017 (Tue), 10:00AM at the DAP Conference Center in Tagaytay City by the Bids and Awards Committee (BAC) for the procurement of the transaction cited above. The following are being considered as agreements/clarifications/modifications of the Official Bid Documents (OBD):

A: Lodging arrangements for the Personnel who will be put in-charge in the site for the up until the Construction Project is completed.

REPLY: As per GCC Clause 37 Services, Facilities and Property of the Procuring Entity, of Section IV: GCC states that...

SERVICES, FACILITIES AND PROPERTY OF THE PROCURING ENTITY

The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix V at the terms and in the manner specified in said appendix, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on:

37.(a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services;

37.(b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and,

37.(c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Clause 52 hereinafter which should be within the agreed contract ceiling.

GCC Clause 52 states...

CONTRACT COST

“52(a) Except as may be otherwise agreed under GCC Clause 10, payments under this Contract shall not exceed the ceiling specified in the Special Conditions of Contract. The Consultant shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached eighty percent (80%) of this ceiling.

52(b) The Cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.”

NOTE: Whatever arrangements that will be implemented, which may not have been inadvertently, shall be put and agreed in writing.

- B:** For TPF6 “Format of Curriculum Vitae (CV) for All Proposed Personnel to be Assigned to the Project” of Section VII: Bidding Forms, pages 97-125 and items 8.1 to 8.15 marked “T08” to “T22” of Section IX: Bid Document Checklist, pages 148-149 of the OBD, including the same form in the CD-RW, the **CERTIFICATION** on the second page of the form shall be read as follows:

CERTIFICATION

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

*Likewise, this further certifies that the undersigned is committed for the undertaking as the **<Insert Proposed Position>** for this Project.”*

- C:** The **applicable percentage of tax rate** that will be deducted from the contracted price will 15%.

Reply: for clarity, the following ILLUSTRATION shows calculations assuming that...

- the contract price is P25M; and,
- a 15% mobilization fee (in exchange of Security Bond of 10%) will be allowed; and,
- three payments payment made will be [1st payment] =30%; [2nd payment] =30%; and, [final payment] =40%.

Computation shall be as follows:

GIVENS:

A	Contract Price	25,000,000.00
B	less: {VAT = 0.12*A / 1.12} per Rev Reg#4-2007	(2,678,571.43)
C	taxable amount for EWT & GMP	22,321,428.57
D	Mobilization Fee: 15% A	3,750,000.00

calculations:

E	FIRST REQUEST FOR PAYMENT assumed at 30%A	7,500,000.00
F	less: {VAT = 0.12*A/1.12}	(803,571.43)
G	taxable amount for EWT & GMP	6,696,428.57
H	less: (EWT = 15% G) per BIR-RevMemo Circ#23-2007	(1,004,464.29)
I	less: (GMP = 5% G) per BIR-RevMemo Circ#23-2007	(334,821.43)
J	less: recoup of Mobilization Fee at 30% D	(1,125,000.00)
K	AMOUNT of FIRST PAYMENT (E-H-I-J) =	5,035,714.29

L	SECOND REQUEST FOR PAYMENT assumed at 30%A	7,500,000.00
M	less: {VAT = 0.12*A / 1.12} per Rev Reg#4-2007	(803,571.43)
N	taxable amount for EWT & GMP	6,696,428.57
O	less: (EWT = 15% G) per BIR-RevMemo Circ#23-2007	(1,004,464.29)
P	less: (GMP = 5% G) per BIR-RevMemo Circ#23-2007	(334,821.43)
Q	less: recoup of Mobilization Fee at 30% D	(1,125,000.00)
R	AMOUNT of SECOND PAYMENT (L-O-P-Q) =	5,035,714.29

S	FINAL REQUEST FOR PAYMENT assumed at 40%A	10,000,000.00
T	less: {VAT = 0.12*A / 1.12} per Rev Reg#4-2007	(1,071,428.57)
U	taxable amount for EWT & GMP	8,928,571.43
V	less: (EWT = 15% G) per BIR-RevMemo Circ#23-2007	(1,339,285.71)
W	less: (GMP = 5% G) per BIR-RevMemo Circ#23-2007	(446,428.57)
X	less: recoup of Mobilization Fee at 40% D	(1,500,000.00)
Y	AMOUNT of FINAL PAYMENT (S-V-W-X) =	6,714,285.71

TOTALS:

(EWT = 15% G) per BIR-RevMemo Circ#23-2007	3,348,214.29
(GMP = 5% G) per BIR-RevMemo Circ#23-2007	1,116,071.43
TOTAL TAXES =	4,464,285.71

AMOUNT for the CMS

MOBILIZATION FEE =	3,750,000.00
1st+2nd+3rd PAYMENTS =	16,785,714.29
TOTAL to the Bidder =	20,535,714.29

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D: On Release of Payment Due: "How long will it take to release the payment due in case of Progress Billing?"

REPLY: For GCC Clause 53(e)(iii) of Section V: Special Conditions of Contract, page 66 of the OBD shall be read as follows:

The DAP shall cause the processing of payment due the Consultant and release within thirty (30) days to release the payment due provided that all supporting documents are in order and approved by the Management. The CMS Consultant's progress billings shall correspond to the Approved Accomplishment Report submitted by the Constructor and duly endorsed by the CMS Consultant.

These agreements/clarifications/modifications shall form integral parts of the OBD.

For the guidance and information of all concerned.



BERNARDO A. DIZON
Chairman, Bids and Awards Committee

