



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
MISAMIS ORIENTAL 2nd
DISTRICT ENGINEERING OFFICE
Balase Street, El Salvador City, Region X

July 02, 2024
Date

MEMORANDUM TO:

CHERYL M. GO
Engineering Assistant

You are hereby directed to serve the canvass papers to the dealers/suppliers enumerated below for the items covered by the attached approved P.R. No. 1043-2024-06-276 (Pakyaw Labor) dated June 26, 2024.

By Authority of the District Engineer:


JIM B. RAMOS
Assistant District Engineer
BAC Chairperson

CERTIFICATION

Company Name	Time	Date	Printed Name & Signature
1.			
2.			
3.			

For the items in the REQUEST FOR SEALED QUOTATION dated July 5, 2024 Covered P.R. No. 1043-2024-06-276 (Pakyaw Labor) dated June 26, 2024, at El Salvador City.

CHERYL M. GO
Engineering Assistant



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
MISAMIS ORIENTAL 2nd
DISTRICT ENGINEERING OFFICE
REGION X
Balase Street, El Salvador City

INVITATION TO PAKYAW GROUPS

The Department of Public Works and Highways (DPWH) thru its District Engineer, Misamis Oriental 2nd District Engineering Office is inviting Pakyaw Groups (Labor Only) to apply for the various item of work involved in the proposed Procurement for Maintenance of Roads, Bridges, and Road Safety Facilities along Butuan City - Cagayan De Oro City - Iligan City Road (BCIR), Opol - Gitagum Section, Misamis Oriental Under the following contracts:

Contract ID No.:	PR No. 1043-2024-06-276 (Pakyaw Labor)			
Contract Name:	Procurement for Maintenance of Roads, Bridges, and Road Safety Facilities along Butuan City - Cagayan De Oro City - Iligan City Road (BCIR), Opol - Gitagum Section,			
Location:	Misamis Oriental			
ABC:	PHP 496,093.60			
Contract Duration:	21 calendar days			
Contract No. Estimated	Work Activities	Quantity	Unit	Estimated Labor Cost
	PAKYAW LABOR			
ITEM 171	Temporary Patching	420.00	CL.m	
ITEM 401	Initial Response to Emergencies --- Roads	30.00	man-days	
ITEM 131	Manual Repair of Unpaved Shoulders	8,000.00	cu.m.	
ITEM 151	Cleaning Bridges	100.00	In.m	
ITEM 402	Initial Response to Emergencies---Bridges	11.00	man-days	
ITEM 141	Manual Ditch Cleaning	1,685.00	In.m.	
ITEM 199	Other Maintenance to Roadway and and Related Features	19.50	man-days	
ITEM 201	Vegetation Control	9,000.00	pass.m.	
ITEM 209	Other Roadside Maintenance	3.00	man-days	
	-X-X-X-X-X-X-X-X- nothing follows -X-X-X-X-X-X-X-X-			

Application forms are available at the BAC Secretariat, DPWH - Misamis Oriental 2nd District Engineering Office. The deadline for the submission of application forms will be on July 5, 2024 at 1:00 pm. Qualified Pakyaw Groups will be notified of their employment on or before July 8, 2024.

The DPWH - Misamis Oriental 2nd District Engineering Office, El Salvador City, reserves the right not to accept and/ or process application from received after the above deadline.

APPROVED BY:


JIM B. RAMOS
Assistant District Engineer
BAC Chairperson



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DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
MISAMIS ORIENTAL 2nd
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Balase Street, El Salvador City

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	-x-x-x-x-x-x-x-x- nothing follows -x-x-x-x-x-x-x-x-			

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JIM B. RAMOS
Assistant District Engineer
BAC Chairperson

Printed Name & Signature of Bidder
Tel. No. / Cellphone No.
Address

ANNEX "A" PAKYAW LABOR AGREEMENT

GENERAL CONDITION OF PAKYAW AGREEMENT (PAKYAW LABOR)

1. All works called for under this agreement shall be performed in accordance with the plans and specifications, any correction from these plans and specifications must be ordered in writing to the Engineer.
2. The works shall be carried on using labor based method under the direction of the Engineer.
3. The PAKYAW GROUP shall employ when available unskilled workers from the barangay where the project is located; semi-skilled workers from the municipality or city where the project is located and skilled from the province which has jurisdiction over the project.
4. The Engineer may stop the PAKYAW GROUP in writing. In such cases payment shall be made based on the amount of work completed.
5. Interim payment may be allowed to the discretion of the Engineer and shall be based on partial accomplishment. Ten percent (10%) of any such amount shall be retained by the IMPLEMENTING AGENCY as retention money pending completion of the works and acceptance by the Engineer.
6. The quantity and amount entered in the schedule of work, are estimates only. Payment will be based on the measured actual accomplishment on completion of the works and acceptance by the Engineer.
7. If in the opinion of the Engineer the work is not performed in accordance with the plans and specifications and is unreasonably delayed then the contract may be terminated and claim for partial payment shall be based on completed works acceptable to the Engineer.
8. The PAKYAW GROUP shall at least 6 days a week including PUBLIC HOLIDAY until such time as the work are completed and accepted by the Engineer.
9. The PAKYAW GROUP shall take the reasonable precautions to prevent any disorder conduct by or among the member. The Engineer may require the PAKYAW CONTRACTOR to remove from the works any group member who in the opinion of the Engineer misconducted himself or incompetent.
10. The PAKYAW GROUP shall furnish a minimum of **6** and maximum **16** of workers unless directed otherwise by the Engineer.
11. The IMPLEMENTING AGENCY shall not be liable for any obligations arising from the injury, sickness, disability or death of the group member.
12. A Pakyaw contract creates no employers Relationship between the government and the Pakyaw Group or any of its workers.

Printed Name & Signature of Bidder

Tel. No. / Cellphone No.

Address

ANNEX "B" PAKYAW AGREEMENT

SCHEDULE OF WORKS

Activity No.	DESCRIPTION	Quantity	Unit	Unit Cost	Estimated Labor Cost
	PAKYAW LABOR				
ITEM 171	Temporary Patching	420.00	CL.m		
ITEM 401	Initial Response to Emergencies --- Roads	30.00	man-days		
ITEM 131	Manual Repair of Unpaved Shoulders	8,000.00	cu.m.		
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ITEM 199	Other Maintenance to Roadway and and Related	19.50	man-days		
ITEM 201	Vegetation Control	9,000.00	pass.m.		
ITEM 209	Other Roadside Maintenance	3.00	man-days		
	-x-x-x-x-x-x-x-x- nothing follows -x-x-x-x-x-x				

NOTE: In case of substantial overrun/underruns, the corresponding additions/deductive amounts shall be proportional to the above quantities and estimate.

Printed Name & Signature of Bidder

Tel. No. / Cellphone No.

Address

ANNEX "C" PAKYAW AGREEMENT

APPLICATION TO UNDERTAKE WORK BY A PAKYAW SYSTEM

Date: _____

THE DISTRICT ENGINEER

Department of Public Works and Highways
Misamis Oriental 2nd District Engineering Office
Balase St., Poblacion, El Salvador City,
Misamis Oriental

Name of Project: **Procurement for Maintenance of Roads, Bridges, and Road Safety Facilities along Butuan City - Cagayan De Oro City - Iligan City Road (BCIR), Opol - Gitagum Section, Misamis Oriental, Misamis Oriental**

Contract ID No.: **PR. No. 1043-2024-06-276 (Pakyaw Labor)**

We, the undersigned all of legal age, Filipino and members of the Barangay _____, hereby apply to provide labor only and undertake the work describe in the invitation to Pakyaw Groups for contract no. _____.

We are a team of workers

This will also authorized _____ who has been elected as Pakyaw Group Leader to make representation, sign documents, receive payments for and on behalf of the Group.

	Name of Workers (Team Leader/Leader)	Address	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

Printed Name & Signature of Bidder

Tel. No. / Cellphone No.

Address

Contract ID: **PR No. 1043-2024-06-276 (Pakyaw Labor)**

Contract Name: **Procurement for Maintenance of Roads, Bridges, and Road Safety Facilities along Butuan City - Cagayan De Oro City - Iligan City Road (BCIR), Opol - Gitagum Section, Misamis Oriental**

Location of the Contract: **Misamis Oriental**

**OMNIBUS SWORN STATEMENT
AS REQUIRED BY RA 9184-IRR SECTION 25.2b)iv)**

REPUBLIC OF THE PHILIPPINES (CAGAYAN DE ORO
CITY CITY/MUNICIPALITY OF MISAMIS ORIENTAL) S.S.

AFFIDAVIT

I, _____, of legal age, _____, _____, and residing at _____, after having been duly sworn in accordance with law, do hereby depose and state that:

1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor or authorized representative of _____ with office address at _____;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of _____ with office address at _____;

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor or authorized representative of _____, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for PR No. PR No. 1043-2024-06-276 (Pakyaw Labor) - Procurement for Maintenance of Roads, Bridges, and Road Safety Facilities along Butuan City - Cagayan De Oro City - Iligan City Road (BCIR), Opol - Gitagum Section, Misamis Oriental, of the DPWH – Misamis Oriental 2nd District Engineer Office [insert "as shown in the attached duly notarized Special Power of Attorney" for the authorized representative] _____;

If a partnership, corporation, cooperative, or joint venture: The signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the PR No. PR No. 1043-2024-06-276 (Pakyaw Labor) - Procurement for Maintenance of Roads, Bridges, and Road Safety Facilities along Butuan City - Cagayan De Oro City - Iligan City Road (BCIR), Opol - Gitagum Section, Misamis Oriental, of the DPWH – Misamis Oriental 2nd District Engineer Office accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

Contract ID: **PR No. 1043-2024-06-276 (Pakyaw Labor)**

Contract Name: **Procurement for Maintenance of Roads, Bridges, and Road Safety Facilities along Butuan City - Cagayan De Oro City - Iligan City Road (BCIR), Opol - Gitagum Section, Misamis Oriental**

Location of the Contract: **Misamis Oriental**

3. _____ is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. _____ is authorizing the Head of the Procuring Entity (HoPE) or its duly authorized representative(s) to verify all the documents submitted;

6. It complies with the disclosure provision under Section 47 of the Act and this IRR, in relation to other provisions of R.A. 3019;

7. It complies with existing labor laws and standards;

8. It complies with the responsibilities of a prospective or eligible bidder provided in the PBDs;

9. It did not give or pay, directly or indirectly, any commission, amount, fee, or and form of consideration, pecuniary or otherwise, to any person of official, personnel or representative of the government in relation to any procurement project or activity; and

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for swindling (estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain good or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s., 1930, as amended, or the Revised Penal Code.

11. Select one, delete the rest:

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management

Office/Implementing Unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of _____ is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office//Implementing Unit, and the project consultants by consanguinity or affinity up to the third civil degree;

Contract ID: **PR No. 1043-2024-06-276 (Pakyaw Labor)**

Contract Name: **Procurement for Maintenance of Roads, Bridges, and Road Safety Facilities along Butuan City - Cagayan De Oro City - Iligan City Road (BCIR), Opol - Gitagum Section, Misamis Oriental**

Location of the Contract: **Misamis Oriental**

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of _____ is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office/Implementing Unit, and the project consultants by consanguinity or affinity up to the third civil degree;

12. _____ complies with existing labor laws and standards;

13. _____ is aware of and has undertaken the following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Make an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the PR No. 1043-2024-06-233 - Procurement of 100 Bags Thermoplastic Pavement Marking White Powder, 35 Bags Thermoplastic Pavement Marking Yellow Powder 30 Bags Glassbeads and 30 Pails Primer use

14. _____ did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 2024 at _____, Philippines.

[Bidder's Representative/Authorized Signatory]

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2024 at El Salvador City, Misamis Oriental, Philippines. Affiant/s is personally known to me and was 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 _____, with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ____ day of _____ 2024.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. ____, [____], [____]

IBP No. ____, [____], [____]

Doc. No. ____

Page No. ____

Book No. ____ Series of ____.