



TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)

BID DOCUMENTS

Rehabilitation of NTTA Network of Training Facilities

TESDA-CO-2021-29

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the "Works") through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of

the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

HoPE – Head of Procuring Entity

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.
SEC – Securities and Exchange Commission.
SLCC – Single Largest Completed Contract.
UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID FOR Rehabilitation of NTTA Network of Training Facilities

1. The Technical Education and Skills Development Authority (TESDA), through the General Appropriations Act (GAA) FY 2020 Continuing Appropriations intends to apply the sum of Sixteen Million Two Hundred Twenty-Three Thousand Six Hundred Six Pesos and 39/100 (P16,223,606.39) being the Approved Budget for the Contract (ABC) to payments under the contract for **Rehabilitation of NTTA Network of Training Facilities** for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

| LOT NO. | DESCRIPTION | ABC |
|---------|---|---------------|
| 1 | Rehabilitation of NTTA Training Facility in Tourism Services (TWC) | ₱3,495,498.48 |
| 2 | Rehabilitation of NTTA Training Facility in Domestic works (TWC) | ₱1,026,135.23 |
| 3 | Rehabilitation of NTTA Training Facility in Welding Technology (RTC-NCR) | ₱2,156,123.28 |
| 4 | Rehabilitation of NTTA Training Facility in Trainers Methodology (PEVOTI) | ₱1,417,815.28 |
| 5 | Rehabilitation of NTTA Training Facility in Automotive Technology (Building 9) | ₱2,299,223.55 |
| 6 | Rehabilitation of NTTA Training Facility in Information and Communication Technology (Building 5) | ₱5,828,810.57 |

2. The TESDA now invites bids for the above Procurement Project. Completion of the Works is required within the following duration from receipt of the winning bidder of the Notice to Proceed:

| LOT NO. | DURATION |
|---------|--------------------------------|
| 1 | thirty-five (35) calendar days |
| 2 | thirty (30) calendar days |
| 3 | thirty (30) calendar days |
| 4 | thirty (30) calendar days |
| 5 | thirty-five (35) calendar days |
| 6 | thirty-five (35) calendar days |

Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

4. Interested bidders may obtain further information from TESDA and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m. starting **15 November 2021**.
5. A complete set of Bidding Documents may be acquired by interested bidders beginning **15 November 2021** until **2 December 2021** from the given address and website(s) below and upon payment of the following applicable fees for the Bidding Documents:

| LOT NO. | ABC | COST OF BIDDING DOCUMENTS |
|---------|---------------|---------------------------|
| 1 | ₱3,495,498.48 | ₱5,000.00 |
| 2 | ₱1,026,135.23 | ₱5,000.00 |
| 3 | ₱2,156,123.28 | ₱5,000.00 |
| 4 | ₱1,417,815.28 | ₱5,000.00 |
| 5 | ₱2,299,223.55 | ₱5,000.00 |
| 6 | ₱5,828,810.57 | ₱10,000.00 |

The fees for the Bidding Documents shall be applied for each lot based on the above schedule of fees. However, the total amount to be paid by the prospective bidders should **not exceed ₱25,000.00** regardless of the number of lots being bid.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The **TESDA** will hold a Pre-Bid Conference on **19 November 2021 at 10:00 a.m.** through video conferencing or webcasting via **Zoom** which shall be open to prospective bidders.

In line with the precautionary health measures being adopted by the agency, interested bidders may join the Pre-Bid Conference via video-conference (Zoom). In order to secure the zoom link password, prospective bidders are advised to send an email request to the BAC Secretariat at bacsecretariat@tesda.gov.ph **NOT LATER THAN 4:00 P.M., 18 November 2021**, together with the following details:

- a. Name of Project
- b. Bid Reference
- c. Activity
- d. Company Name
- e. Address
- f. Name of Representative [maximum of two (2)]
- g. Contact Nos.
- h. E-mail Address
- i. Scanned or Proof of Identity of the representative (pls. attach)

By submitting the abovementioned information, it would be understood that the prospective bidders are conforming to the Data Privacy Act and TESDA Privacy Rules and Regulations. TESDA will not share the personally identifiable information to any third party for marketing purposes. However, TESDA may

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share information with governmental agencies in cases permitted or required by law. Likewise, the personally identifiable information shall be kept secured. Only authorized staff of the abovementioned e-mail have access to this information.

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bidding requirements and who will prepare the documents for the bidder to minimize errors in the preparation of bids. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids. Only the **pre-registered representative/s or personnel** shall be allowed to attend during Zoom Video Conference.

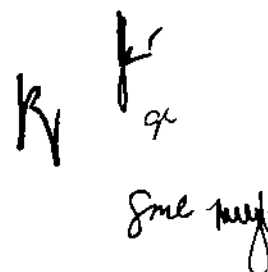
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **2 December 2021 at 10:00 a.m.** Online submission is not yet available. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 16.
9. Bid opening shall be on **2 December 2021 at 10:30 a.m.** at the Gabriela Silang Room, TESDA Women's Center, Gate 1, TESDA Complex, Building 2, East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

For those bidders that will be attending the meeting at TESDA, please be advised that all prospective bidders attending the meeting shall submit **a copy of their COVID 19 vaccination card** showing that their representatives are fully vaccinated prior to the foregoing meeting. The original COVID 19 vaccination card should also be submitted for validation and the same will be returned to the representatives of the bidders after confirmation.

Due to community quarantine measures, only one (1) representative is allowed to attend personally in the bid opening and will be required to follow the TESDA protocol for Visitors specifically on compliance with social distancing, wearing of face masks and face shields, body temperature screening, filling up of self-screening form which must be filled-up prior to the arrival at TESDA. Visitors who show signs of COVID-19 related symptoms such as cough, flu, fever, high body temperature and sneezing are advised not to proceed to TESDA since they will not be allowed to enter the TESDA compound.

If the bidders opt not to attend the meeting physically, they can join via Zoom application and they are advised to send an email request to the BAC Secretariat at bacsecretariat@tesda.gov.ph **NOT LATER THAN 4:00 p.m., 1 DECEMBER 2021**, together with the following details, in order to secure the Zoom link password:

- a. Name of Project
- b. Bid Reference



- c. Company Name
- d. Address
- e. Name of Representative [maximum of one (1)]
- f. Contact Nos.
- g. E-mail Address
- h. Scanned or Proof of Identity of the representative (pls. attach)

By submitting the abovementioned information, it would be understood that the prospective bidders are conforming to the Data Privacy Act and TESDA Privacy Rules and Regulations. TESDA will not share the personally identifiable information to any third party for marketing purposes. However, TESDA may share information with governmental agencies in cases permitted or required by law. Likewise, the personally identifiable information shall be kept secured. Only authorized staff of the abovementioned e-mail have access to this information.

For the Opening of Bids, bidders are required to send their authorized technical representatives or personnel who are familiar with the bidding requirements and who prepared the documents for the bidder. The bidders' representative shall response to the queries during the meeting if ever there will be relative the document/s of the bidder. Only the **pre-registered representative/s or personnel of those bidders that purchased the Bidding Documents** shall be allowed to attend during Zoom Video Conference.

- 10. TESDA The **TESDA** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

ATTY. GINBER M. LUNA
Head, BAC Secretariat
3rd Floor, Procurement Division
TESDA Administration Building
East Service Road, South Luzon Expressway (SLEX)
Fort Bonifacio, Taguig City 1630
Telefax: (02) 8893-8296
E-mail: bacsecretariat@tesda.gov.ph

- 12. You may visit <https://www.tesda.gov.ph/About/TESDA/149> for downloading of Bidding Documents.

Date of Issue: 12 November 2021

DDG LINA C. SARMIENTO
BAC Chairperson

Section II. Instructions to Bidders

1. **Scope of Bid**

The Procuring Entity, **TESDA** wishes to receive Bids for the **Rehabilitation of NTTA Network of Training Facilities** with identification number **TESDA-CO-2021-29**.

The Procurement Project (referred to herein as "Project") is for the construction of Works which is composed of **six (6) lots**, as described in Section VI (Specifications).

2. **Funding Information**

2.1. The GOP through the source of funding as indicated below for **FY 2020 General Appropriations Act FY 2020 (Continuing Appropriations)** in the amount of **Sixteen Million Two Hundred Twenty-Three Thousand Six Hundred Six Pesos and 39/100 (P16,223,606.39)**.

2.2. The source of funding is the **General Appropriations Act FY 2020 (Continuing Appropriations)**.

3. **Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. **Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices**

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent,

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collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

- 7.1. The Procuring Entity has prescribed that: Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **19 November 2021 at 10:00 a.m.** through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

14.2. Payment of the contract price shall be made in Philippine Pesos.

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid until **1 April 2022**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that

cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the IB.

18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the IB. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the BDS shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by ITB Clause 16 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the BDS.

21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | | | | | | | | | | | | | | | | | | | |
|-----------------------------|---|---------------|-----------------------------|-----------------|---|------------------|---|-------------------|---|--------------------|---|-------------------|---|-------------|-----|---------|---|-----------------------------|---|
| 5.2 | For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be contract involving "Repair / Renovation / Restoration / Construction of Buildings". | | | | | | | | | | | | | | | | | | |
| 7.1 | The Procuring Entity has prescribed that subcontracting is not allowed. | | | | | | | | | | | | | | | | | | |
| 10.3 | Valid and current Philippine Contractors Accreditation Board (PCAB) License with Classification/Category in General Building with Minimum License Category of B and Minimum Size Range "Medium A", to bid for the Rehabilitation of NTTA Network of Training Facilities (hereinafter referred to as the "WORKS"). The PCAB license must indicate "PCAB registered contractor for Government Projects." | | | | | | | | | | | | | | | | | | |
| 10.4 | <p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Key Personnel</th> <th style="text-align: center;">Minimum Relevant Experience</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Project Engineer</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Project Architect</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Foreman</td> <td style="text-align: center;">3</td> </tr> <tr> <td>Skilled Labor</td> <td style="text-align: center;">3</td> </tr> <tr> <td>Laborers</td> <td style="text-align: center;">N/A</td> </tr> </tbody> </table> | Key Personnel | Minimum Relevant Experience | Project Manager | 5 | Project Engineer | 5 | Project Architect | 5 | Foreman | 3 | Skilled Labor | 3 | Laborers | N/A | | | | |
| Key Personnel | Minimum Relevant Experience | | | | | | | | | | | | | | | | | | |
| Project Manager | 5 | | | | | | | | | | | | | | | | | | |
| Project Engineer | 5 | | | | | | | | | | | | | | | | | | |
| Project Architect | 5 | | | | | | | | | | | | | | | | | | |
| Foreman | 3 | | | | | | | | | | | | | | | | | | |
| Skilled Labor | 3 | | | | | | | | | | | | | | | | | | |
| Laborers | N/A | | | | | | | | | | | | | | | | | | |
| 10.5 | <p>The minimum major equipment requirements are the following:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Equipment</th> <th style="text-align: center;">Number of Units</th> </tr> </thead> <tbody> <tr> <td>Grinders</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Cutters</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Electrical Tools</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Cleaning Equipment</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Lifting Equipment</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Power tools</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Gondola</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Hauling Tools and Equipment</td> <td style="text-align: center;">1</td> </tr> </tbody> </table> <p><i>Note: The bidder may choose the following options to identify the status of the equipment:</i></p> <ol style="list-style-type: none"> 1. <i>Proof of ownership to be included in the Technical Proposal; or</i> 2. <i>Lease Agreement between lessor and lessee and Proof of Ownership of the Lessor to be included in the Technical Proposal.</i> | Equipment | Number of Units | Grinders | 1 | Cutters | 1 | Electrical Tools | 1 | Cleaning Equipment | 1 | Lifting Equipment | 1 | Power tools | 1 | Gondola | 1 | Hauling Tools and Equipment | 1 |
| Equipment | Number of Units | | | | | | | | | | | | | | | | | | |
| Grinders | 1 | | | | | | | | | | | | | | | | | | |
| Cutters | 1 | | | | | | | | | | | | | | | | | | |
| Electrical Tools | 1 | | | | | | | | | | | | | | | | | | |
| Cleaning Equipment | 1 | | | | | | | | | | | | | | | | | | |
| Lifting Equipment | 1 | | | | | | | | | | | | | | | | | | |
| Power tools | 1 | | | | | | | | | | | | | | | | | | |
| Gondola | 1 | | | | | | | | | | | | | | | | | | |
| Hauling Tools and Equipment | 1 | | | | | | | | | | | | | | | | | | |

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| ITB Clause | |
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| | <p>Equipment pledge to this project shall not be pledge to another construction project, if the same will affect the completion time.</p> <p>However, such equipment will be acceptable provided that it will not coincide with another construction project schedule.</p> |
| 12 | Not applicable. |
| 15.1 | <p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than two percent (2%) of the ABC of each lot, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than five percent (5%) of the ABC of each lot if bid security is in Surety Bond.</p> |
| 19.2 | <p>Partial bid is not allowed. The infrastructure project is packaged in six (6) lots and the lots shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> |
| 20 | <ul style="list-style-type: none"> • Proof of ongoing/outstanding contracts as identified in the Statement of Ongoing Contracts Awarded but Not Yet Started Contracts, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Notice of Award; (b) Contract/s or Purchase Order/s; (c) Notice to Proceed; and (d) Certificate of accomplishments signed by the Owner or Owner's Project Engineer or in case the project was just awarded or still in the mobilization stage, a certification in lieu of the certificate of accomplishment signed by the Owner or Owner's Project Engineer should be submitted. • Proof of completion of the single largest contract as identified in the Statement of Single Largest Completed Contract, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; (d) Owner's Certificate of Performance Evaluation; (e) Contractor's Performance Evaluation System (CPES) rating sheet with at least satisfactory rating. <p>* • Latest Annual Income Tax Returns (BIR Form 1701 or 1702) as filed through the Electronic Filing and Payment System (eFPS).</p> <p>* • Either of the following:</p> |

| ITB Clause | |
|------------|--|
| | <ul style="list-style-type: none"> ○ Value Added Tax Returns (Forms 2550M and 2550Q) covering the previous six (6) months as filed thru eFPS; or ○ Percentage Tax Returns (Form 2551M) covering the previous six (6) months as filed thru eFPS <p>* Pursuant to BIR Revenue Regulations No. 03-2005 dated 16 February 2005.</p> <ul style="list-style-type: none"> ● Valid and updated PhilGEPS Certificate of Registration (Platinum Membership) including the updated list of eligibility documents as stated in Annex "A" of said Certificate of Registration. ● Submission of evidences as proof of compliance with the bidder's actual offer, if applicable. <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copies of the original.</i></p> <ul style="list-style-type: none"> ● The veracity of the subscribed Omnibus Sworn Statement submitted in accordance with Sec. 25.3 of the 2016 IRR of RA 9184 may be subject to verification. If found to be non-compliant, this shall serve as ground for post-disqualification as specified in GPPB Circular No. 01-2008 dated 7 March 2008. |
| 21 | <p>The following documents shall be submitted by the winning bidder within ten (10) calendar days from receipt of the Notice of Award (NOA):</p> <ul style="list-style-type: none"> a) Construction Schedule and S-curve; b) Manpower Schedule; c) Construction Methods; d) Equipment utilization schedule; e) Construction Safety and Health Program approved by the Department of Labor and Employment, evidence of submission as received by DOLE is acceptable). f) Program Evaluation and Review Technique (PERT)/Critical Path Method (CPM). |

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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.

2. **Sectional Completion of Works**

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. **Possession of Site**

3.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. **The Contractor's Obligations**

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than 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.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC supplemented by any information obtained by the Contractor.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in ITB Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the SCC, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.

11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the SCC, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | | | | | | | | | | | | | | | |
|------------|--|---------|----------|---|--------------------------------|---|---------------------------|---|---------------------------|---|---------------------------|---|--------------------------------|---|--------------------------------|
| 2 | <p>The intended completion date is within the following durations from the receipt of the Notice to Proceed:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">LOT NO.</th> <th style="text-align: center;">DURATION</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>thirty-five (35) calendar days</td> </tr> <tr> <td style="text-align: center;">2</td> <td>thirty (30) calendar days</td> </tr> <tr> <td style="text-align: center;">3</td> <td>thirty (30) calendar days</td> </tr> <tr> <td style="text-align: center;">4</td> <td>thirty (30) calendar days</td> </tr> <tr> <td style="text-align: center;">5</td> <td>thirty-five (35) calendar days</td> </tr> <tr> <td style="text-align: center;">6</td> <td>thirty-five (35) calendar days</td> </tr> </tbody> </table> | LOT NO. | DURATION | 1 | thirty-five (35) calendar days | 2 | thirty (30) calendar days | 3 | thirty (30) calendar days | 4 | thirty (30) calendar days | 5 | thirty-five (35) calendar days | 6 | thirty-five (35) calendar days |
| LOT NO. | DURATION | | | | | | | | | | | | | | |
| 1 | thirty-five (35) calendar days | | | | | | | | | | | | | | |
| 2 | thirty (30) calendar days | | | | | | | | | | | | | | |
| 3 | thirty (30) calendar days | | | | | | | | | | | | | | |
| 4 | thirty (30) calendar days | | | | | | | | | | | | | | |
| 5 | thirty-five (35) calendar days | | | | | | | | | | | | | | |
| 6 | thirty-five (35) calendar days | | | | | | | | | | | | | | |
| 4.1 | No further instructions. | | | | | | | | | | | | | | |
| 6 | Not applicable. | | | | | | | | | | | | | | |
| 7 | <ol style="list-style-type: none"> 1. The Contractor shall issue a Certificate of Warranty to TESDA; 2. The warranty shall commence upon receipt of the Certificate of Acceptance and effective for one (1) year; 3. Provision for construction materials with warranties above two (2) years must be itemized and completed with its specifications upon a written document separately; 4. The response time for technical assistance shall be within twenty-four (24) hours from receipt of Notice of Advice for uncompleted works, repairs, or modifications; and 5. TESDA shall be notified in case of any changes in the office address and contact details of the Contractor | | | | | | | | | | | | | | |
| 10 | Day and night shifts are applicable at the rate shown in the Contractor's original Bid. | | | | | | | | | | | | | | |
| 11.1 | The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) calendar days of delivery of the Notice of Award. | | | | | | | | | | | | | | |
| 11.2 | The amount to be withheld for late submission of an updated Program of Work is ten percent (10%) of the amount of the next billing process. | | | | | | | | | | | | | | |
| 13 | <p>The amount of the advance payment is fifteen percent (15%) of the total contract price which shall be given not later than fifteen (15) days from receipt of the Contractor's request subject to the requirements.</p> <p>The amount of the advance payment is fifteen percent (15%) of the Contract Price to be recoup every progress billing which shall be given to the contractor not later than fifteen (15) calendar days from receipt by the Procuring Entity of the following documents:</p> <ol style="list-style-type: none"> a) Letter request for release of 15% advance payment b) Irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable on | | | | | | | | | | | | | | |

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| GCC Clause | |
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| | <p>demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.</p> <p>c) List of construction materials to be procured using the advance payment.</p> <p>TESDA may, upon written request by the Contractor, make and advance payment or mobilization fund not exceeding Fifteen percent (15%) of the contract amount upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal of Commercial Bank. This will cover expenses for Mobilization and Start-up.</p> <p>Mode of Payment shall be through progress billing. Actual Work Accomplishment will be verified and approved by TESDA or his duly authorized representative;</p> <p>Progress payments are subject to retentions of ten percent (10%) referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of the works, as determined by the procuring entity, are completed. If, after fifty (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed; and</p> <p>Progress payments will be adjusted by the following applicable:</p> <ol style="list-style-type: none"> 1.1 Cumulative value of the work previously certified and paid for; 1.2 Portion of the advance payment to be made; 1.3 Retention money; 1.4 Amount to cover third-party liabilities; and 1.5 Amount to cover uncorrected discovered defects in the works. <p>The Contractor shall not claim additional payments or damages for any delay or extra expense caused by encountering construction or materials other than the anticipated of different from those indicated; and</p> <p>In consideration of the Works to be performed under this TOR, TESDA shall pay the Contractor the contract amount inclusive of all applicable taxes.</p> |
| 14 | Materials and equipment delivered on the site but not completely put in place shall be included for payment. |
| 15.1 | The submission of "As Built" Drawings/Plan, which are signed and sealed by License Engineers/Professionals, shall be submitted in hard copies and e-copies (in cad format) within ten (10) calendar days after project completion. |

| GCC Clause | |
|-------------------|---|
| 15.2 | The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is one percent (1%) of the final contract price. |

Section VI. 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."

| Specifications | Bidder's Statement of Compliance |
|---|----------------------------------|
| The Bidder shall refer to the attached Terms of Reference for the Rehabilitation of NTTA Network of Training Facilities on a per lot basis as hereto attached as Annex A | |

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 | _____ Date |
|------------------------------------|---|---------------|

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TERMS OF REFERENCE (TOR)

PROJECT NAME : **Rehabilitation of NTTA Network of Training Facilities**

PROJECT SITE : **TESDA Compound, East Service Road, South Luzon Expressway, Fort Bonifacio, Taguig City**

PROJECT DESCRIPTION

The project is categorized under civil works and involves the rehabilitation, repair, refurbishment and face lifting of the five network of training facilities. The project has five major groups or lots namely:

| | |
|---------|---|
| Lot 1 - | Rehabilitation of NTTA Training Facility in Tourism Services (TWC) |
| Lot 2 - | Rehabilitation of NTTA Training Facility in Domestic works (TWC) |
| Lot 3 - | Rehabilitation of NTTA Training Facility in Welding Technology (RTC-NCR) |
| Lot 4 - | Rehabilitation of NTTA Training Facility in Trainers Methodology (PEVOTI) |
| Lot 5 - | Rehabilitation of NTTA Training Facility in Automotive Technology (Building 9) |
| Lot 6 - | Rehabilitation of NTTA Training Facility in Information and Communication Technology (Building 5) |

PROJECT DURATION (Implementation Schedule)

The estimated duration to complete the different lots of the project are, as follows:

| | | |
|-------|---|------------------|
| Lot 1 | - | 35 calendar days |
| Lot 2 | - | 30 calendar days |
| Lot 3 | - | 30 calendar days |
| Lot 4 | - | 30 calendar days |
| Lot 5 | - | 35 calendar days |
| Lot 6 | - | 35 calendar days |

QUALIFICATIONS OF CONTRACTOR AND REQUIREMENTS

1. The Contractor shall possess the following minimum qualifications:
 - a. Accreditation and Certification as qualified contractor with at least **PCAB License "D" Category**;
 - b. Must be registered with and authorized by the Securities and Exchange Commission (SEC) to engage in building construction services;

- c. Should be technically and financially capable to undertake the construction requirements;
 - d. At least three (3) years in the construction/rehabilitation of buildings with minimum experience in five (5) relevant projects with the same scope and nature;
 - e. The financial capacity with a minimum Networth/Equity of Php 2,000,000.00; and
 - f. Not blacklisted by the Government Procurement Policy Board, pertinent government agencies, or regulatory bodies.
2. The project requires the services of a team of qualified and competent experts and professional staff. These key personnel must meet the following minimum qualifications:

| Key Personnel | Years of Experience Required | Documents Required |
|------------------------------------|-------------------------------------|--|
| One (1) Project Manager | Five (5) years | Curriculum Vitae, Valid and Current Professional Identification Card issued by PRC |
| One (1) Project Engineer/Architect | Five (5) years | Curriculum Vitae, Valid and Current Professional Identification Card issued by PRC |
| Foreman | Five (5) years | Employment Certificate or TESDA National Certificate (NC II) |
| Skilled Labor | Three (3) years | Employment Certificate or TESDA National Certificate (NC II) |
| Laborers | NA | NA |

3. The Contractor shall provide the following minimum equipment as applicable:
- a. Grinders;
 - b. Cutters;
 - c. Electrical Tools;
 - d. Cleaning Equipment;
 - e. Lifting Equipment;
 - f. Power tools;
 - g. Gondola; and
 - h. Hauling Tools and Equipment.
4. The Contractor shall have no history of overdue deliveries or unperformed services with TESDA and other government agencies.

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RESPONSIBILITIES OF THE CONTRACTOR

1. The Contractor shall provide the necessary documents, labor, materials, transportation, tools, equipment and appurtenances for the rehabilitation of the NTTA network of training facilities.
2. The Contractor shall be responsible for the completion of all works stated in the scope of works, drawings/plans and technical specifications at the scheduled timeline with the highest level of workmanship.
3. The Project Engineer of the contractor shall coordinate closely with the authorized representative of TESDA to mitigate risks related to the works to be undertaken.
4. The contractor shall hold at least two (2) coordination meetings in a month to ensure that works are undertaken properly and on time. Any special meeting requested by TESDA or any its duly authorized representative shall be hosted by the Contractor.
5. TESDA shall check/inspect the CONTRACTOR's works upon every submission of Statement of Work Accomplishment (SWA), and shall notify the CONTRACTOR of any defects that are found. The Contractor shall immediately correct/repair the notified defect/s at the CONTRACTOR's expense and without additional costs to the original contract amount.
6. Where the CONTRACTOR refuses or fails to satisfactorily complete the work within the specified contract time, an amount equal to at least one tenth (1/10) of one percent of the cost of unperformed portion of the work for every day of delay shall be paid by the contractor, or deducted from any money due the contractor.
7. The Contractor shall ensure that the materials to be used for the renovation/repair are of good quality and subject to inspection by TESDA.
8. The Contractor shall complete the project on the lot awarded to them within the approved construction schedule including weekdays (after office hours), holidays, Saturdays and Sunday/s upon issuance of the Notice to Proceed from TESDA.
9. The Contractor shall manage and supervise the Project to its satisfactory completion in accordance with the technical plans and specifications and Terms of Reference (TOR) approved by the Head of Procuring Entity or any duly authorized representatives.
10. No employer-employee relationship shall arise between the CONTRACTOR and/or its workers on one hand and TESDA on the other. TESDA shall in no manner be answerable or accountable for any accident and injury which may occur to any worker or personnel of the CONTRACTOR during the performance of the work services mentioned herein whether the injuries or accidents occurred inside or outside the premises of the TESDA, or any loss or damage whatsoever and shall save the TESDA harmless therefrom.

11. The CONTRACTOR shall be responsible for any loss or damage that may be incurred upon the properties of TESDA during the performance of the work service or for injury to any person caused by unreasonable or negligent act or omission of the CONTRACTOR or its workers, whether such act is intentional or not.
12. TESDA shall have the authority to suspend the work wholly or partly by written order or such period as may deemed necessary due to force majeure or any fortuitous events or for failure on the part of the CONTRACTOR to carry out valid orders given by TESDA or to perform any provisions of the contract or due to adjustment of plans to suit office conditions as found necessary during construction.
13. The Contractor shall visit the site and thoroughly inspect existing facilities and properly consider, in the preparation of the supply and installation, how such conditions will affect the work indicated in the Plans, Specifications and TOR. Failure to do so will in no way relieve the Contractor of the responsibility for furnishing labor, materials, and equipment required;
14. The Contractor shall supply and submit a list of manpower, materials, and equipment necessary for the project;
15. The Contractor shall submit pictures taken before, on-going, and after the construction as part of the requirements during progress billing and final billing;
16. The Contractor shall submit the following Project Management Tools before the construction:
 - 16.1 Gantt Chart
 - 16.2 S-Curve; and
 - 16.3 Critical Path Method and Program Evaluation Review Technique
17. The Contractor shall route construction log book for referencing.
18. The Contractor shall submit every last day of every last week of each month a Monthly Status Report composed of the following attachments and addressed to the any duly authorized representative of TESDA:
 - 18.1 Statement of Work Accomplished; and
 - 18.2 S-Curve
19. The Contractor shall finish the project with first class workmanship to the satisfaction of the Procuring Entity or any duly authorized representative;
20. The Contractor shall only use materials in accordance to the standards of the Bureau of Research and Standards of the Department of Public Works and Highways (DPWH) and the Department of Trade and Industry (DTI);
21. The Contractor shall adopt a procedure to mitigate the effects to the environment due to demolition, repair, painting, and other activities; and

22. The Contractor shall follow guidelines related to the fight against COVID-19 issued by the Inter-Agency Task Force, DPWH, Taguig City Government, and other offices, agencies, and departments of the Republic of the Philippines.

MODE OF PAYMENT

1. TESDA may, upon written request by the Contractor, make and advance payment or mobilization fund not exceeding Fifteen percent (15%) of the contract amount upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal of Commercial Bank. This will cover expenses for Mobilization and Start-up;
2. Mode of Payment shall be through progress billing. Actual Work Accomplishment will be verified and approved by TESDA or his duly authorized representative;
3. Progress payments are subject to retentions of ten percent (10%) referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of the works, as determined by the procuring entity, are completed. If, after fifty (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed; and
4. Progress payments will be adjusted by the following applicable:
 - 4.1 Cumulative value of the work previously certified and paid for;
 - 4.2 Portion of the advance payment to be made;
 - 4.3 Retention money;
 - 4.4 Amount to cover third-party liabilities; and
 - 4.5 Amount to cover uncorrected discovered defects in the works.
5. The Contractor shall not claim additional payments or damages for any delay or extra expense caused by encountering construction or materials other than the anticipated of different from those indicated; and
6. In consideration of the Works to be performed under this TOR, TESDA shall pay the Contractor the contract amount inclusive of all applicable taxes.

SCOPE OF WORK

1. LOT 1 - REHABILITATION OF NTA TRAINING FACILITY IN TOURISM SERVICES (TWC)

1.1. General Requirements

Mobilization and Demobilization

The **CONTRACTOR** upon receipt of the Notice-to-Proceed (NTP) shall immediately mobilize and transport his equipment, materials and labor forces to the site and demobilize or remove the same at the completion of

project and clear the site acceptable to the TESDA Project Management Team and the OWNER. All of which shall be coordinated with the TESDA Security Personnel for proper documentation.

Mobilization and Demobilization are incidental to other items of work and will be measured based on the progress of work.

Occupational Health and Safety Program

The **CONTRACTOR** shall take ample precautions against fire by keeping away flammable materials, and ensure that such materials are properly handled and stored. Fire extinguisher shall be installed in the storage of flammable materials.

The **CONTRACTOR** shall follow existing safety laws and regulations in the workplace and shall generate/submit relevant reports/documents thereof. The DOLE approved safety and health program shall be available at any time and to anyone in the workplace.

The **CONTRACTOR** shall conform with the guidelines and requirements for the "NEW NORMAL" being implemented by the DOST as per Inter Agency Task Force Guidelines on the Implementation of community quarantine in the Philippines and DPWH-DO no. 95 series of 2020.

Demolition/ Clearing Works

Demolition of existing building components not reflected in the provided plans. This includes rehabilitation of damaged components/or parts of the existing building.

All debris shall be pulled out of the TESDA premises by the **CONTRACTOR** at no cost to TESDA.

Clearing of area at the end of the contract. The **CONTRACTOR**, at the end of the contract, shall clean the whole area by removing debris, paint spots, excess and spillage, and shall leave the entire premises free from rubbish caused by their work to the satisfaction of the TESDA implementing team without any additional cost.

All dismantled plumbing fixtures, fittings and all electrical fixtures shall be pulled out by the **CONTRACTOR** prior to the installation works and shall be turned over to the Administrative and Legal Service – Property and Supply Section for disposition.

Scaffolding

Scope of work shall include complete supply of the scaffolding that shall be used for the work.

1.2. FINISHING AND OTHER CIVIL WORKS

Water Proofing

Scope of works shall include supply and application of waterproofing membrane & epoxy for plant box space where existing water proofing shall be scraped, roof deck of Tandang Sora area, soil and all plant materials shall be removed, roof decks at food processing, automotive and welding roof deck, existing water proofing shall be scraped and clean. For plant box spaces, existing water proofing shall be scraped and cleaned. Application of water proofing shall be made upon prior to the approval of TESDA Project Management Team. All application of Boysen or equivalent as per approved material submittal, flexible cementitious water proofing shall be of two coatings. After the application of cementitious water proofing, five-centimeter thickness concrete toppings shall be done. Roofing leak at Automotive Classroom, sealing shall be done by the use of silicon sealant. The CONTRACTOR shall submit sample of equivalent materials to the office of TESDA Project Management Team or to its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made.

Scope of works shall include supply and application of Boysen or equivalent as per approved materials flexible cementitious waterproofing and installation water proofing membrane and 5 cm concrete toppings as floor finish for roof deck, before application and installation of the said water proofing, the area must be clean and free from unwanted materials. Materials to be installed shall conform with the approved material submittals with technical specification of material. The CONTRACTOR shall submit sample of equivalent materials to the office of TESDA Project Management Team or its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made.

Corrugated Cement Roofing

Scope of works shall include supply, dismantling and installation of large corrugated cement roofing for the uniformity of the existing roofing. Materials to be installed shall be of approved material submittals with technical specification. The CONTRACTOR shall submit sample of materials to the office of TESDA Project Management Team or its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made.

Painting Works

Scope of works shall include supply and application of paint including surface preparation for the scraped paint of exterior parapet walls at roof deck, corrugated cement roofing, steel doors and roofing. Single coating shall be applied on non-scraped existing paints else two or three coatings shall be applied. Paints to be applied shall be of same shade and specification as the existing for uniformity. This shall conform with the approved technical specification of materials. All paints must be of Boysen brand or equivalent. The CONTRACTOR shall submit sample of equivalent materials to the office of TESDA Project Management Team or its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made.

1.3. INSPECTION PRIOR TO TURN OVER

Joint inspection shall be done by the CONTRACTOR, TESDA Project Management Team AND the END USER. Any punch list done by the TESDA Project Management Team and the END USER shall be given to the CONTRACTOR to be done or rectify.

2. LOT 2 – REHABILITATION OF NTTA TRAINING FACILITY IN DOMESTIC WORKS (TWC)

2.1. GENERAL REQUIREMENTS

Mobilization and Demobilization

The CONTRACTOR upon receipt of the Notice-to-Proceed (NTP) shall immediately mobilize and transport his equipment, materials and labor forces to the site and demobilize or remove the same at the completion of project and clear the site acceptable to the **PROJECT MANAGEMENT TEAM OF TESDA**. All of which shall be coordinated with the TESDA Security Personnel for proper documentation.

Mobilization and Demobilization are incidental to other items of work and will be measured based on the progress of work.

Occupational Safety and Health Program

The CONTRACTOR shall take ample precautions against fire by keeping away flammable materials, and ensure that such materials are properly handled and stored. Fire extinguisher shall be installed in the storage of flammable materials.

The CONTRACTOR shall follow existing safety laws and regulations in the workplace and shall generate/submit relevant reports/documents thereof. The DOLE approved safety and health program shall be available at any time and to anyone in the workplace.

The **CONTRACTOR** shall conform with the guidelines and requirements for the "NEW NORMAL" issued by the Inter Agency Task Force Guidelines on the Implementation of community quarantine in the Philippines and DPWH-DO no. 95 series of 2020.

2.2. CEILING WORKS

Scope of works shall include supply of materials, dismantling of existing partition wall at fitness room including its ceiling. Ceiling materials with technical specification to be submitted by the **CONTRACTOR** such as metal furring, carrying channel to be installed shall be approved by **TESDA PROJECT MANAGEMENT TEAM**.

2.3. PAINTING WORKS

Scope of works shall include supply and application of paint including surface preparation for the scraped paint in columns, beams and walls, interior and exterior walls, stair hand railing and doors. Single coating shall be applied on non-scraped existing paints else two or three coatings shall be applied. This shall conform with the approved technical specification of materials. Sample of materials for surface application shall be submitted to the **TESDA PROJECT MANAGEMENT TEAM** or its authorized representative for material approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made.

2.4. FLOOR FINISH

Scope of works shall include supply and installation of floor and wall tiles. Tiles to be installed shall be of approved material submittals with technical specification. Sample of materials for installation shall be submitted to the **TESDA PROJECT MANAGEMENT TEAM** or its authorized representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made. Tile works shall be done with 60cm x 60cm unglazed floor tiles.

Note: (SEE APPROVED PLANS)

2.5. ELECTRICAL WORKS

Electrical

Scope of works shall include supply, dismantling and installations of electrical fixtures. Electrical fixtures, wires of THHN, conduits and devices to be installed shall be of approved material submittals with technical specification. Sample of materials for installation shall be submitted to **TESDA PROJECT**

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MANAGEMENT TEAM or its authorized representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made.

Note: (SEE APPROVED PLANS)

2.6. INSPECTION PRIOR TO TURN OVER

Inspection

Joint inspection shall be done by the **CONTRACTOR**, **TESDA PROJECT MANAGEMENT TEAM** AND the **END USER**. Any punch list based on the inspection by the **TESDA PROJECT MANAGEMENT TEAM** and the **END USER** shall be given to the **CONTRACTOR** for rectification.

Rectification

If there will be any rectification or back job by the contractor, may it only be done within maximum of fifteen (2) days and is subject for approval of **TESDA PROJECT MANAGEMENT TEAM**.

If rectification works are completely done and approved, should the **END USER** issue the contractor a certificate of completion prior to their work done including the warranties of materials supplied.

3. LOT 3 – REHABILITATION OF NTTA TRAINING FACILITY IN WELDING TECHNOLOGY (RTC-NCR)

3.1. GENERAL REQUIREMENTS

Mobilization and Demobilization

The **CONTRACTOR** upon receipt of the Notice-to-Proceed (NTP) shall immediately mobilize and transport his equipment, materials and labor forces to the site and demobilize or remove the same at the completion of project and clear the site acceptable to the **PROJECT MANAGEMENT TEAM OF TESDA**. All of which shall be coordinated with the **TESDA Security Personnel** for proper documentation.

Mobilization and Demobilization are incidental to other items of work and will be measured based on the progress of work.

Occupational Safety and Health Program

The **CONTRACTOR** shall take ample precautions against fire by keeping away flammable materials, and ensure that such materials are properly handled and stored. Fire extinguisher shall be installed in the storage of flammable materials.

The **CONTRACTOR** shall follow existing safety laws and regulations in the workplace and shall generate/submit relevant reports/documents thereof. The DOLE approved safety and health program shall be available at any time and to anyone in the workplace.

The **CONTRACTOR** shall conform with the guidelines and requirements for the "NEW NORMAL" being implemented by the DOST as per Inter Agency Task Force Guidelines on the Implementation of community quarantine in the Philippines and DPWH-DO no. 95 series of 2020.

Demolition/ Clearing Works

Demolition of existing building components not reflected in the provided plans. This includes rehabilitation of damaged components/or parts of the existing building.

All debris shall be pulled out of the TESDA premises by the **CONTRACTOR** at no cost to TESDA.

Clearing of area at the end of the contract. The **CONTRACTOR**, at the end of the contract, shall clean the whole area by removing debris, paint spots, excess and spillage, and shall leave the entire premises free from rubbish caused by their work to the satisfaction of the **TESDA PROJECT MANAGEMENT TEAM** without any additional cost.

All dismantled plumbing fixtures, fittings and all electrical fixtures shall be pulled out by the **CONTRACTOR** prior to the installation works and shall be turned over to the Administrative of TESDA RTC - NCR for disposition.

3.2. FINISHING AND OTHER CIVIL WORKS

CARPENTRY

Ceiling and Partition walls

Scope of works shall include supply of materials, dismantling of existing partition wall and ceiling at second floor including additional room above CNC room and at electrical room. Ceiling and partition wall materials with technical specification to be submitted by the **CONTRACTOR** such as metal furring, carrying channel to be installed shall be approved by **TESDA PROJECT MANAGEMENT TEAM**.

3.3. DOORS AND WINDOWS

Scope of works shall include supply, all dismantled existing doors and windows shall be turned over to RTC – NCR for disposition. Installation of windows and doors shall be of approved material submittals by the **TESDA PROJECT MANAGEMENT TEAM** or its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials

by the procuring entity shall mean no delivery and no installation to be made. (see doors and windows schedule)

3.4. PAINTING WORKS

Scope of works shall include supply and application of paint including surface preparation for the scraped paint, beams and walls, interior and exterior walls, stair hand railing, doors, steel windows casement and roofing. Single coating shall be applied on non-scraped existing paints else two or three coatings shall be applied. Paints to be applied shall be of same shade and specification as the existing for uniformity. This shall conform with the approved technical specification of materials. Sample of materials for surface application shall be submitted to the **TESDA PROJECT MANAGEMENT TEAM** or its representative for material approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made. Other painting works are as follows:

- a. Building roof and Grinding workshop roofing shall be repainted in two coatings. Before repainting application, roof shall be steel brushed or clean and free from oil or greases.
- b. Steel window casement, before repainting, existing glass shall be removed, clean and corrosion shall be removed using steel brush. Any steel casement with damages shall be rectified.
- c. Welding workshop and CNC room shall be applied with rubberized paint.

3.5. GLASS AND GLAZING

Scope of works shall include supply and installation of glass wall panel and glazing. Installation of panels shall be of approved material submittals by the **TESDA PROJECT MANAGEMENT TEAM** or its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made.

3.6. ELECTRICAL WORKS

Scope of works shall include supply, dismantling and installations of electrical fixtures. Electrical fixtures, wires of THHN, conduits and devices to be installed shall be of approved material submittals with technical specification. Sample of materials for installation shall be submitted to **TESDA PROJECT MANAGEMENT TEAM** or its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made.

3.7. RENTAL

Scope of works shall include supply, dismantling and installations of scaffolding/staging such as shoring jacks and H-frames. Also, rental of minor equipment for demolition such as electric jack hammer should be provided by the CONTRACTOR.

The CONTRACTOR shall ensure that all scaffolding materials shall be distributed fairly and properly stacked within the site.

3.8. EARTH WORKS

Excavations shall be in compliance with current OSHA regulations. Structure Excavation shall be made to the elevations, slopes and limits shown on the plans and limited only to common soil upon excavating of connecting pipes for sewer.

3.9. INSPECTION PRIOR TO TURN OVER

Joint inspection shall be done by the CONTRACTOR, TESDA ENGINEERS/ ARCHITECTS AND the END USER. Any punch list based on the inspection by the **TESDA PROJECT MANAGEMENT TEAM** and the END USER shall be given to the CONTRACTOR for rectification.

4. LOT 4 – REHABILITATION OF NTTA TRAINING FACILITY IN TRAINERS METHODOLOGY (PEVOTI)

4.1. GENERAL REQUIREMENTS

Mobilization and Demobilization

The CONTRACTOR upon receipt of the Notice-to-Proceed (NTP) shall immediately mobilize and transport his equipment, materials and labor forces to the site and demobilize or remove the same at the completion of project and clear the site acceptable to the **PROJECT MANAGEMENT TEAM OF TESDA**. All of which shall be coordinated with the TESDA Security Personnel for proper documentation.

Mobilization and Demobilization are incidental to other items of work and will be measured based on the progress of work.

Occupational Safety and Health Program

The CONTRACTOR shall take ample precautions against fire by keeping away flammable materials, and ensure that such materials are properly handled and stored. Fire extinguisher shall be installed in the storage of flammable materials.

The CONTRACTOR shall follow existing safety laws and regulations in the workplace and shall generate/submit relevant reports/documents thereof. The

DOLE approved safety and health program shall be available at any time and to anyone in the workplace.

The **CONTRACTOR** shall conform with the guidelines and requirements for the "NEW NORMAL" issued by the Inter Agency Task Force Guidelines on the Implementation of community quarantine in the Philippines and DPWH-DO no. 95 series of 2020.

Demolition/ Clearing Works

Demolition of existing building components not reflected in the provided plans. This includes rehabilitation of damaged components/or parts of the existing building.

All debris shall be pulled out of the TESDA premises by the **CONTRACTOR** at no cost to TESDA.

Clearing of area at the end of the contract. The **CONTRACTOR**, at the end of the contract, shall clean the whole area by removing debris, paint spots, excess and spillage, and shall leave the entire premises free from rubbish caused by their work to the satisfaction of the **TESDA PROJECT MANAGEMENT TEAM** without any additional cost.

All dismantled plumbing fixtures, fittings and all electrical fixtures shall be pulled out by the **CONTRACTOR** prior to the installation works and shall be turned over to the Administrative of TESDA RTC - NCR for disposition.

4.2. REPAIR WORKS

CEILING WORKS

Ceiling and Partition walls

Scope of works shall include supply of materials, dismantling of existing partition wall at fitness room including its ceiling. Ceiling and partition wall materials with technical specification to be submitted by the **CONTRACTOR** such as metal furring, carrying channel to be installed shall be approved by **TESDA PROJECT MANAGEMENT TEAM**.

COMFORT ROOMS

Replacement of Fixtures

Scope of works for all toilet shall only include replacement of fixtures and supply of materials. All fixtures shall be subject for approval. Material submittals made by the **CONTRACTOR** shall be evaluated according to the approved standard by **TESDA PROJECT MANAGEMENT TEAM**.

Replacement of Exhaust Fan

Scope of works for all toilet ceiling mounted exhaust fan shall only include replacement and supply of materials. All fixtures shall be subject for approval.

Material submittals made by the CONTRACTOR shall be evaluated according to the approved standard by **TESDA PROJECT MANAGEMENT TEAM**.

4.3. TILE WORKS

Replacement of existing tiles

Scope of works shall include supply and installation of floor and wall tiles. Tiles to be installed shall be of approved material submittals with technical specification. Sample of materials for installation shall be submitted to the **TESDA PROJECT MANAGEMENT TEAM** or its authorized representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made. Tile works shall be done in the following:

- a. National Trainer's TVET Area 1 – all flooring area with 60cm x 60cm unglazed floor tiles; and,
- b. All toilets with 60 cm x 60 cm unglazed floor tiles and 30 cm x 60 cm glazed wall tiles including tile trim. Tile works includes the lavatory counter top with 20cm x 40cm.

Note: (SEE APPROVED PLANS)

4.4. FINISHING WORKS

Painting

Scope of works shall include supply and application of paint including surface preparation for the scraped paint in columns, beams and walls, interior and exterior walls, stair hand railing and doors. Single coating shall be applied on non-scraped existing paints else two or three coatings shall be applied. Paints to be applied shall be of same shade and specification as the existing for uniformity. This shall conform with the approved technical specification of materials. Sample of materials for surface application shall be submitted to the **TESDA PROJECT MANAGEMENT TEAM** or its authorized representative for material approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made. Other painting works are as follows:

- d. All interior face of wall for National Trainer's TVET Academy Area 1&2 and its office; and
- e. All interior face of wall for comfort room, pantry, storage and public comfort rooms.

4.5. ELECTRICAL WORKS

Electrical

Scope of works shall include supply, dismantling and installations of electrical fixtures. Electrical fixtures, wires of THHN, conduits and devices to be installed shall be of approved material submittals with technical specification. Sample of materials for installation shall be submitted to **TESDA PROJECT MANAGEMENT TEAM** or its authorized representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made.

Note: (SEE APPROVED PLANS)

4.6. INSPECTION PRIOR TO TURN OVER

Inspection

Joint inspection shall be done by the CONTRACTOR, TESDA PROJECT MANAGEMENT TEAM AND the END USER. Any punch list based on the inspection by the TESDA PROJECT MANAGEMENT TEAM and the END USER shall be given to the CONTRACTOR for rectification.

Rectification

If there will be any rectification or back job by the contractor, may it only be done within maximum of fifteen (15) days and is subject for approval of TESDA PROJECT MANAGEMENT TEAM.

If rectification works are completely done and approved, should the END USER issue the contractor a certificate of completion prior to their work done including the warranties of materials supplied.

5. LOT 5 – REHABILITATION OF NTTA TRAINING FACILITY IN AUTOMOTIVE TECHNOLOGY (BUILDING 9)

5.1. GENERAL REQUIREMENTS

Mobilization and Demobilization

The **CONTRACTOR** upon receipt of the Notice-to-Proceed (NTP) shall immediately mobilize and transport his equipment, materials and labor forces to the site and demobilize or remove the same at the completion of project and clear the site acceptable to the **PROJECT MANAGEMENT TEAM OF TESDA**. All of which shall be coordinated with the TESDA Security Personnel for proper documentation.

Mobilization and Demobilization are incidental to other items of work and will be measured based on the progress of work.

Occupational Safety and Health Program

The **CONTRACTOR** shall take ample precautions against fire by keeping away flammable materials, and ensure that such materials are properly handled and stored. Fire extinguisher shall be installed in the storage of flammable materials.

The **CONTRACTOR** shall follow existing safety laws and regulations in the workplace and shall generate/submit relevant reports/documents thereof. The DOLE approved safety and health program shall be available at any time and to anyone in the workplace.

The **CONTRACTOR** shall conform with the guidelines and requirements for the "NEW NORMAL" issued by the Inter Agency Task Force Guidelines on the Implementation of community quarantine in the Philippines and DPWH-DO no. 95 series of 2020.

Demolition/ Clearing Works

Demolition of existing building components not reflected in the provided plans. This includes rehabilitation of damaged components/or parts of the existing building.

All debris shall be pulled out of the TESDA premises by the **CONTRACTOR** at no cost to TESDA.

Clearing of area at the end of the contract. The **CONTRACTOR**, at the end of the contract, shall clean the whole area by removing debris, paint spots, excess and spillage, and shall leave the entire premises free from rubbish caused by their work to the satisfaction of the **TESDA PROJECT MANAGEMENT TEAM** without any additional cost.

All dismantled plumbing fixtures, fittings and all electrical fixtures shall be pulled out by the **CONTRACTOR** prior to the installation works and shall be turned over to the Administrative of TESDA RTC - NCR for disposition.

5.2. REPAIR WORKS

Roofing

Scope of works shall include supply and installation of roofing repair and replacement of damaged/cracked plexiglass.

Exhaust fan

Scope of works shall include supply and replacement of non-functioning exhaust fan and electrical faulty wiring.

Note: (SEE APPROVED PLANS)

5.3. FINISHING WORKS

Painting

Scope of works shall include supply and application of paint including surface preparation for the scraped paint in columns, beams and walls, interior and exterior walls, stair hand railing and doors. Single coating shall be applied on non-scraped existing paints else two or three coatings shall be applied. Paints to be applied shall be of same shade and specification as the existing for uniformity. This shall conform with the approved technical specification of materials. Sample of materials for surface application shall be submitted to the **TESDA PROJECT MANAGEMENT TEAM** or its authorized representative for material approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made. Other painting works are as follows:

- a. All flooring for the workshop shall be applied with two coating of rubberized paint.
- b. All exhaust fan framing shall be applied with metal painting color as per approval.

5.4. Electrical Works

Electrical

Scope of works shall include supply, dismantling and installations of electrical fixtures. Electrical fixtures, wires of THHN, conduits and devices to be installed shall be of approved material submittals with technical specification. Sample of materials for installation shall be submitted to **TESDA PROJECT MANAGEMENT TEAM** or its authorized representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made.

Note: (SEE APPROVED PLANS)

5.5. INSPECTION PRIOR TO TURN OVER

Inspection

Joint inspection shall be done by the CONTRACTOR, TESDA PROJECT MANAGEMENT TEAM AND the END USER. Any punch list based on the inspection by the TESDA PROJECT MANAGEMENT TEAM and the END USER shall be given to the CONTRACTOR for rectification.

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Rectification

If there will be any rectification or back job by the contractor, may it only be done within maximum of fifteen (15) days and is subject for approval of TESDA PROJECT MANAGEMENT TEAM.

If rectification works are completely done and approved, should the END USER issue the contractor a certificate of completion prior to their work done including the warranties of materials supplied.

6. LOT 6 – REHABILITATION OF NTTA TRAINING FACILITY IN INFORMATION AND COMMUNICATION TECHNOLOGY (BUILDING 5)

6.1. GENERAL REQUIREMENTS

Mobilization and Demobilization

The **CONTRACTOR** upon receipt of the Notice-to-Proceed (NTP) shall immediately mobilize and transport his equipment, materials and labor forces to the site and demobilize or remove the same at the completion of project and clear the site acceptable to the **PROJECT MANAGEMENT TEAM OF TESDA**. All of which shall be coordinated with the TESDA Security Personnel for proper documentation.

Mobilization and Demobilization are incidental to other items of work and will be measured based on the progress of work.

Demolition

Demolition of existing building components as not reflected in the provided plans will be identified on site with the presence of TESDA PROJECT MANAGEMENT TEAM. This also includes rehabilitation of damaged components/or parts of the existing building.

Site Cleaning / Clearing works

All debris shall be pulled out of the TESDA premises by the **CONTRACTOR** at no cost to TESDA.

Clearing of area at the end of the contract. The **CONTRACTOR**, at the end of the contract, shall clean the whole area by removing debris, paint spots, excess and spillage, and shall leave the entire premises free from rubbish caused by their work to the satisfaction of the **TESDA PROJECT MANAGEMENT TEAM** without any additional cost.

All dismantled plumbing fixtures, fittings and all electrical fixtures shall be pulled out by the **CONTRACTOR** prior to the installation works and shall be turned over to the Administrative of TESDA Central Office for disposition.

6.2. OCCUPATIONAL SAFETY AND HEALTH PROGRAM

The **CONTRACTOR** shall take ample precautions against fire by keeping away flammable materials, and ensure that such materials are properly handled and stored. Fire extinguisher shall be installed in the storage of flammable materials.

The **CONTRACTOR** shall follow existing safety laws and regulations in the workplace and shall generate/submit relevant reports/documents thereof. The DOLE approved safety and health program shall be available at any time and to anyone in the workplace.

The **CONTRACTOR** shall conform with the guidelines and requirements for the "NEW NORMAL" being implemented by the DOST as per Inter Agency Task Force Guidelines on the Implementation of community quarantine in the Philippines and DPWH-DO no. 95 series of 2020.

6.3. MASONRY WORKS / PARTITION WORKS

Scope of works shall include supply of materials, dismantling of existing interior walls at all workshops except the interior walls of the currently occupied office of World Skills Center. Four 4" CHB (non-load bearing hollow block) shall be used which includes plastering shall be done in the following:

- a. Partition Walls in the Trainer's Office of World Skills Center;
- b. All interior dry walls for 3d Animation NCIII room & Game programming laboratory Room; and
- c. All partition walls of Workshop Laboratory 1, 2 & 3.

Note: (SEE APPROVED PLANS)

6.4. SCAFFOLDING WORKS

Scaffolding works

It is a temporary structure built in a way that it is easy to assemble and disassemble. Scaffoldings must be economical, stable, and reusable. The materials used for scaffolding are rented GI pipe, H-frames, cat walk and base jack.

6.5. CEILING WORKS

Ceiling

Scope of works shall include supply of materials, dismantling of ceiling at the existing workshops. New construction of ceiling will only be limited to Show Rooms, Trainer's Office, 3d Animation NCIII Room, Game programming laboratory Room and Workshops 1,2 & 3. All ceiling material will be fiber cement board framed with metal furring, track and wall angle & accessories. Hence, ceiling materials with technical specification to be submitted by the

CONTRACTOR such as metal furring, carrying channel to be installed shall be approved by **TESDA PROJECT MANAGEMENT TEAM**.

6.6. PAINTING WORKS

Painting works

Scope of works shall include supply and application of paint including surface preparation for the scraped paint. Single coating shall be applied on non-scraped existing paints else three coatings shall be applied especially on dry walls. Paints to be applied shall be of same shade and specification as the existing for uniformity. This shall conform with the approved technical specification of materials. Sample of materials for surface application shall be submitted to the **TESDA PROJECT MANAGEMENT TEAM** or its representative for material approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made. The painting works are as follows:

- a. Dry wall partition & ceiling for Show rooms; and
- b. All interior face wall & ceiling of Trainer's Office.

6.7. DOORS

Doors installation

Scope of works shall include supply, all dismantled existing doors shall be turned over to TESDA Central Office for disposition. Installation of doors shall be of approved material submittals by the **TESDA PROJECT MANAGEMENT TEAM** or its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made. All door installation are as follows:

- a. D-4 Panel door, eleven (11) sets (See Door's schedule);
- b. D-5 PVC door, one (1) set (See Door's schedule);
- c. D-6 Panel door, four (4) set (See Door's schedule);and
- d. D-7, Glass Sliding door, two (2) (See Door's schedule).

Note: (SEE DOORS SCHEDULE)

6.8. GLASS WALL PANEL

Glass wall panel installation

Scope of works shall include supply and installation of glass wall panel and glazing. Installation of panels shall be of approved material submittals by the **TESDA PROJECT MANAGEMENT TEAM** or its representative for approval

along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made.

6.9. ELECTRICAL WORKS

Electrical works

Scope of works shall include supply, dismantling and installations of electrical fixtures. Electrical fixtures, wires of THHN, conduits and devices to be installed shall be of approved material submittals with technical specification. Sample of materials for installation shall be submitted to **TESDA PROJECT MANAGEMENT TEAM** or its representative for approval along with the manufacturer's description and technical specification documents. Submission shall be ahead of time to avoid delays. Non approval of materials by the procuring entity shall mean no delivery and no installation to be made.

6.10.INSPECTION PRIOR TO TURN OVER

Inspection

Joint inspection shall be done by the CONTRACTOR, TESDA PROJECT MANAGEMENT TEAM AND the END USER. Any punch list based on the inspection by the TESDA PROJECT MANAGEMENT TEAM and the END USER shall be given to the CONTRACTOR for rectification.

Rectification

If there will be any rectification or back job by the contractor, may it only be done within maximum of five **(5) days** and is subject for approval of TESDA PROJECT MANAGEMENT TEAM.

If rectification works are completely done and approved, should he END USER issue the contractor a certificate of completion prior to their work done including the warranties of materials supplied.

WARRANTY

1. The Contractor shall issue a Certificate of Warranty to TESDA;
2. The warranty shall commence upon receipt of the Certificate of Acceptance and effective for **two (2) or five (5) years** whichever is applicable;
3. Provision for construction materials with warranties above **two (2) years** must be itemized and completed with its specifications upon a written document separately;
4. The response time for technical assistance shall be within **twenty-four (24) hours** from receipt of Notice of Advice for uncompleted works, repairs, or modifications; and
5. TESDA shall be notified in case of any changes in the office address and contact details of the Contractor

MISCELLANEOUS PROVISIONS

1. The Contractor shall conform with the Environment Management System (EMS) being practiced several government agencies in accordance with ISO 14001-2015 by providing the following:
 - 1.1 A List of pre-identified Environmental Aspects and Impacts and the corresponding operational control or crisis response procedures in cases of emergency situations shall be submitted to the GSD three (3) days upon receipt of the NTP;
 - 1.2 All supplies and materials to be brought inside TESDA premises shall be environment friendly (if applicable) and bear the corresponding Material Safety Data Sheet (MSDS);
 - 1.3 All toxic and hazardous materials necessary for the completion of the project shall be properly labelled with MSDS and placed in a secondary containment, which shall be located at the safest place in the working area; and
2. The Contractor shall ensure that all staff must wear their proper working apparels with IDs and provided with necessary safety gears;
3. The Contractor shall strictly prohibit the use of polystyrene foam, such as Styrofoam, and plastic in the working area;
4. The Contractor shall comply with all existing laws, decrees, ordinances, acts and regulations of the Philippines that may affect the contract in any way, including the express and implied warrantless and liabilities which may be found therein; and
5. The Contractor shall comply with all existing laws and pertinent local legislation, executive and administrative orders, together with all implementing rules and regulations issued by the Department of Labor and Employment (DOLE) and other relevant governmental authorities.

VIOLATION OF THE TERMS AND CONDITIONS

1. The Contractor shall hold TESDA free from any and all claims, liabilities, losses and suits arising from the Contractor's services, or the acts, omissions, or conduct of all persons employed or allowed by the Contractor or participate or assist in the performance of its obligations under this TOR;
2. TESDA shall have the right to declare this Agreement rescinded and terminated after due notice upon failure of the Contractor as may be warranted by the circumstances, including forfeiture of performance bond and/or the filing of appropriate administrative, civil, or criminal charges against responsible persons; and
3. If the Contractor shall violate any terms and conditions of this TOR, or shall neglect to perform any of their work, duties, functions, responsibilities or obligations stipulated herein, or for any other causes shall not carry the tasks in acceptable

manner, and by reason thereof, TESDA suffers damages or losses, the Contractor shall be assessed a penalty in the form of liquidated damages in the amount of at least equal to 1/10 of 1% of the cost of the unperformed portion for every day delay.