



TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)

BID DOCUMENTS

CONSTRUCTION OF REGIONAL TVET INNOVATION CENTER (RTIC) FOR REGION III AT RTC- MARIVELES

TESDA-CO-2021-41

**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.

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 CONSTRUCTION OF THE INNOVATION CENTER FOR TESDA RTC-MARIVELES

1. The Technical Education and Skills Development Authority (TESDA), through the **General Appropriations Act (GAA) FY 2021** intends to apply the sum of **Thirty-Nine Million Nine Hundred Ninety-Nine Thousand Nine Hundred Eighty-One Pesos and 57/100 (P39,999,981.57)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Construction of the Innovation Center for TESDA RTC-Mariveles**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The TESDA now invites bids for the above Procurement Project. Completion of the Works is required within **one hundred eighty (180) calendar days** from receipt of the winning bidder of the Notice to Proceed. 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 **9 December 2021**.
5. A complete set of Bidding Documents may be acquired by interested bidders beginning **9 December 2021 until 27 December 2021** from the given address and website(s) below and upon payment of **Twenty-Five Thousand Pesos (P25,000.00)** for the Bidding Documents. 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 **15 December 2021 at 2:00 p.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., 14 DECEMBER 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 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 **27 December 2021 at 11:00 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 **27 December 2021 at 2:00 p.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 and **negative COVID-19 antigen result** no longer than **twenty-four (24) hours** prior to the foregoing meeting.

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., 24 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. 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

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

Date of Issue: 7 December 2021


DIR. DAVID B. BUNGALLON
BAC Vice-Chairperson *gml*
gr

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **TESDA** wishes to receive Bids for the **Construction of the Innovation Center for TESDA RTC-Mariveles** with identification number **TESDA-CO-2021-41**.

The Procurement Project (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **the Construction of the Innovation Center for TESDA RTC-Mariveles** in the amount of **Thirty-Nine Million Nine Hundred Ninety-Nine Thousand Nine Hundred Eighty-One Pesos and 57/100 (₱39,999,981.57)**.

2.2. The source of funding is the General Appropriations Act FY 2021.

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, 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.
- 7.2. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **15 December 2021 at 2:00 p.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**.

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- 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 **26 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 shall be contract involving <u>general building construction</u> .																										
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 Construction of TESDA RTC Mariveles (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="width: 60%;">Key Personnel</th> <th style="width: 40%;">Years of Experience Required</th> </tr> </thead> <tbody> <tr><td>Project Manager</td><td style="text-align: center;">3</td></tr> <tr><td>Project Engineer/Architect</td><td style="text-align: center;">3</td></tr> <tr><td>Electrical Engineer</td><td style="text-align: center;">3</td></tr> <tr><td>Material Engineer</td><td style="text-align: center;">2</td></tr> <tr><td>Safety Officer</td><td style="text-align: center;">2</td></tr> <tr><td>Foreman</td><td style="text-align: center;">3</td></tr> <tr><td>Skilled Labor</td><td style="text-align: center;">1</td></tr> <tr><td>Unskilled Labor</td><td style="text-align: center;">NA</td></tr> </tbody> </table>	Key Personnel	Years of Experience Required	Project Manager	3	Project Engineer/Architect	3	Electrical Engineer	3	Material Engineer	2	Safety Officer	2	Foreman	3	Skilled Labor	1	Unskilled Labor	NA								
Key Personnel	Years of Experience Required																										
Project Manager	3																										
Project Engineer/Architect	3																										
Electrical Engineer	3																										
Material Engineer	2																										
Safety Officer	2																										
Foreman	3																										
Skilled Labor	1																										
Unskilled Labor	NA																										
10.5	<p>The Contractor shall provide the following minimum equipment as applicable:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Equipment</th> <th style="width: 30%;">Minimum No. of Units</th> </tr> </thead> <tbody> <tr><td>Backhoe w/ Breaker</td><td style="text-align: center;">1</td></tr> <tr><td>Bulldozer</td><td style="text-align: center;">1</td></tr> <tr><td>Motorized Road Grader</td><td style="text-align: center;">1</td></tr> <tr><td>Dump Truck</td><td style="text-align: center;">1</td></tr> <tr><td>Minor Tools for Excavation</td><td style="text-align: center;">1</td></tr> <tr><td>Plate Compactor</td><td style="text-align: center;">1</td></tr> <tr><td>Minor Tools for Embankment</td><td style="text-align: center;">1</td></tr> <tr><td>Concrete Vibrator</td><td style="text-align: center;">1</td></tr> <tr><td>Minor Tools for Concreting</td><td style="text-align: center;">1</td></tr> <tr><td>Bar Bender</td><td style="text-align: center;">1</td></tr> <tr><td>Bar Cutter</td><td style="text-align: center;">1</td></tr> <tr><td>Minor Tools for Steel Works</td><td style="text-align: center;">1</td></tr> </tbody> </table>	Equipment	Minimum No. of Units	Backhoe w/ Breaker	1	Bulldozer	1	Motorized Road Grader	1	Dump Truck	1	Minor Tools for Excavation	1	Plate Compactor	1	Minor Tools for Embankment	1	Concrete Vibrator	1	Minor Tools for Concreting	1	Bar Bender	1	Bar Cutter	1	Minor Tools for Steel Works	1
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Bar Cutter	1																										
Minor Tools for Steel Works	1																										

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ITB Clause		
	Bagger Mixer	1
	Minor Tools for Masonry	1
	Scaffolding/H-frames and accessories	1
	Welding Machine	1
	Minor Tools for Doors and Windows	1
	Minor Tools for Tile Works	1
	Minor Tools for Painting Works	1
	Minor Tools for Floor Finish	1
	Minor Tools for Ceiling Works	1
	Cutting Outfit	1
	Minor Tools for Canopy works	1
	Water Pump, 100 mm suction Φ	1
	Generator Set	1
	Chainsaw	1
	Air Compressor w/ 2 jack hammer	1
	<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"> <i>1. Proof of ownership to be included in the Technical Proposal; or</i> <i>2. Lease Agreement between lessor and lessee and Proof of Ownership of the Lessor to be included in the Technical Proposal; or</i> <i>3. Purchase Agreement between the bidder and the owner. Certification of availability of equipment from the vendor for the duration of the project</i> <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> <ol style="list-style-type: none"> 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; 	

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ITB Clause	
	<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 a single lot and the lot 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> <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.

ITB Clause	
	<ul style="list-style-type: none"> • 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 copy/ies 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> <ol 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).

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

4.1. 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.

4.2. 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	The intended completion date is within one hundred eighty (180) calendar days from receipt of the Notice to Proceed.
4.1	No further instructions.
6	No further instructions.
7.2	<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 two (2) years; 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 seven (7) 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 demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity. c) List of construction materials to be procured using the advance payment.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.

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GCC Clause	
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.
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
<p><u>EXPECTED OUTPUT</u></p> <p>One (1) complete 2-storey RTiC with roof deck constructed in accordance with the approved detailed architectural, engineering designs, program of works and other technical plans.</p>	
<p><u>PROJECT DESCRIPTION</u></p> <p>The project refers to the construction of RTiC for Region III at RTC-Mariveles. This project has two floors with roof deck, approximately with a total floor area of 1600 sq.m. and each floor has an area of 800 sq.m. The proposed building is located inside the compound of RTC-Mariveles at Barangay Camaya, Mariveles, Bataan. The facilities for this project include business incubation area, prototyping area/maker’s space, meeting rooms, storage, display area, computer research, learning activity area, electrical rooms, telco room and auxiliary room, among others.</p> <p>The RTiC of Region III at RTC-Mariveles aims to prepare future workforce with future skills for employability that meets industry requirements particularly in the Manufacturing and Services sectors not only in the province of Bataan but on foreign soil as well. The RTiC focuses on the delivery of the 21st century skills and 4th IR requirements in line with the integration of Experimentation, Entrepreneurship and Education.</p>	

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Specifications	Bidder's Statement of Compliance
<p><u>SCOPE OF WORK</u></p> <p>The Contractor is required to perform the following scope of work:</p> <p>I. GENERAL REQUIREMENTS</p> <p>I.1 Mobilization and Demobilization</p> <p>I.1.a 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.</p> <p>I.1.b Mobilization and Demobilization are incidental to other items of work and will be measured based on the progress of work.</p> <p>I.2 Occupational Safety and Health Program</p> <p>I.2.a 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.</p> <p>I.2.b 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.</p> <p>I.2.c 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.</p> <p>I.3 Permits and Clearances</p>	

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Specifications	Bidder's Statement of Compliance
<p>1.3.a The CONTRACTOR shall pay the tax, wherever the law of the place where the project is located requires a sales, consumer, use, or other similar tax related or pertinent only to the construction of the project.</p> <p>I.4 Project Billboard</p> <p>1.4.a Scope of works shall include supply of materials and erection of Project Billboard (Please refer to the plans provided).</p> <p>II. EARTHWORK</p> <p>II.1 Structural Excavation</p> <p>II.1.a Scope of work shall consist necessary excavation for the foundation of building structure and Grade tie beams.</p> <p>II.2 Embankment</p> <p>II.2.a Scope of work shall consist the construction of embankment in accordance with this specification and in conformity with lines, grades and dimension shown on the Plans or established by the Engineer.</p> <p>II.2.b Scope of work shall consist filling of excavated footing after the concreting of building foundation.</p> <p>III. CONCRETING WORK</p> <p>III.1 Structural Concrete</p> <p>III.1.a Scope of work shall consist of furnishing all labor, materials, equipment and other incidentals placing and finishing concrete in all structure in accordance with this specification and conforming to the lines, grades and dimensions shown on the Plans.</p> <p>III.2.b Concrete shall consist of mixture of Portland Cement, fine aggregate, coarse aggregate, admixture when specified, and water mixed in the proportions specified or approved by</p>	

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Specifications	Bidder's Statement of Compliance
<p>the PROJECT MANAGEMENT TEAM OF TESDA.</p> <p>IV. STEEL WORK</p> <p>IV.1 Steel work</p> <p>IV.1.a Scope of work shall consist of furnishing all labor, materials, equipment and other incidentals, bending, fabricating and placing of steel reinforcement of the type, size, shape, and grade required in accordance with this specification and conformity with the requirements shown on Plans or as directed by the PROJECT MANAGEMENT TEAM OF TESDA.</p> <p>V. MASONRY WORK</p> <p>V.1 Masonry work</p> <p>V.1.a Scope of work shall supply all specified concrete blocks, and mortars complete with all necessary reinforcing steel, ties, lintels, grout, accessories and all expertise, supervision, labor, layout, equipment, tools, and miscellaneous items required for a complete masonry job in accordance with Plans and specification.</p> <p>V.1.b All work shall be performed in accordance with contract documents, specifications and drawings.</p> <p>VI. FORM WORK</p> <p>VI.1 FORMWORK</p> <p>V1.1.a Scope of work shall consist of designing, constructing and removing forms and falsework to temporarily support concrete, girders and other structural elements until the structure is completed to the point it can support itself.</p> <p>VI.1.b The materials used for smooth form finish shall be plywood, tempered concrete-form-grade hardboard, metal, plastic, paper or other acceptable materials capable of producing the desired finish for form facing materials. Form-facing materials shall produce a smooth, uniform texture on the concrete. Form-facing materials with raised grain, torn surfaces, worn edges,</p>	

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Specifications	Bidder's Statement of Compliance
<p>patches, dents, or other defects that will impair the texture of concrete surfaces shall not be permitted. No form-facing material shall be specified for rough form finish.</p> <p>VI.1.c The materials to be used in the falsework construction shall be of the quantity and quality necessary to withstand the stresses imposed; it may be timber or steel or a combination of both. The workmanship shall be of such quality that the falsework will support the loads imposed on it without excessive settlement or take-up beyond as shown on the falsework drawings.</p> <p>VI.2 SCAFFOLDING WORK</p> <p>VI.2.a Scope of work shall consist of erecting, altering or dismantling a temporary structure erected to support a platform and from which a person or object could fall more than 4 meters from the platform or the structure. Scaffolding work must be undertaken by a person holding the appropriate class of high-risk work license.</p> <p>VI.2.b The CONTRACTOR shall supply his own transport of adequate size to move own labor, materials, tools and equipment in order to provide an effective and efficient service as mentioned.</p> <p>VII.DOORS AND WINDOWS</p> <p>VII.1.a Scope of works shall include supply of materials and installation of doors and windows. All materials shall be checked and to be approved 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)</p> <p>VIII. TILE WORK</p>	

Specifications	Bidder's Statement of Compliance
<p>VIII.1.a The CONTRACTOR shall supply all required expertise, labor, tools, equipment, materials, and services required to provide all tile installations, including Training area, Workshop, Quarters and common toilet, in accordance with the approved plans, specifications, interior finish schedules, tile layouts.</p> <p>VIII.1.b The CONTRACTOR shall carefully inspect all floor and wall surfaces to be tiled for square, level, fastening and condition prior to installing and/or applying the contract materials to ensure the surfaces provided are sufficient and satisfactory to provide a high-quality finished product free from defects.</p> <p>IX. FLOOR FINISH</p> <p>IX.1.a Scope of work shall consist of furnishing all labor, materials, equipment and other incidentals in application of floor finish in accordance with this specification and conforming to the dimensions shown on the Plans.</p> <p>X. PAINTING WORK</p> <p>X.1.a Scope of works shall include supply and application of paint including coating systems, materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats. Other painting works are as follows:</p> <ul style="list-style-type: none"> a. All masonry paint shall be applied with single coat of Concrete Neutralizer. b. All masonry paint shall be applied with single coat of flat-latex. c. All masonry paint shall be applied with two coating of Semi-Gloss latex. d. Exterior walls and other exposed concrete structure from weather shall be applied with water proofing paint as per approval. <p>X.1.b The CONTRACTOR shall submit manufacturer's technical information, label</p>	

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Specifications	Bidder's Statement of Compliance
<p>analysis, and application instructions to the PROJECT MANAGEMENT TEAM OF TESDA for each paint material proposed for use, prior to starting work. The Contractor shall list each material and cross-reference specific coating and finish system and application as an attachment to the above submittal. The Contractor shall identify each material by the manufacturer's catalog number and general.</p> <p>X.1.c The CONTRACTOR shall deliver materials to the job site in manufacturer's original, unopened packages and the containers shall bear the manufacturer's name and label with trade name and manufacturer's instructions.</p> <p>X.1.d The CONTRACTOR shall examine substrates and conditions under which painting will be performed for compliance with requirements and shall not begin application until unsatisfactory conditions have been corrected.</p> <p>XI. CEILING WORK</p> <p>XI.1. Scope of work shall consist of furnishing all labor, materials, equipment and other incidentals, fabricating and placing of ceiling required in accordance with this specification and conformity with the requirements shown on Plans or as directed by the PROJECT MANAGEMENT TEAM OF TESDA.</p> <p>XII. TINSMITHRY</p> <p>XII.1.a Scope of work shall consist of furnishing all labor, materials, equipment and other incidentals, fabricating, welding and erection of Canopy frame truss, Strut, Aluminum Metal Cladding and cables (if needed) installation of Aluminum Claddings, frames and angles bars for parapet in roof deck.</p> <p>XIII. ELETRICAL WORKS</p> <p>XIII.1.a Scope of works shall include supply, dismantling and installations of electrical fixtures.</p>	

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Specifications	Bidder's Statement of Compliance
<p>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.</p> <p>XIV. PLUMBING WORK</p> <p>XIV.1.a Scope of work shall consist of furnishing all labor, materials, equipment and other incidentals to be used in the installation of sewer line, water line, septic tank details and other fixtures to be installed inside the building.</p> <p>XV. INSPECTION PRIOR TO TURN OVER</p> <p>XV.1 Inspection</p> <p>XV.1.a 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.</p> <p>XV.2 Rectification</p> <p>XV.2.a 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.</p> <p>XV.2.b 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.</p>	

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Specifications	Bidder's Statement of Compliance
<p><u>IMPLEMENTATION STRATEGIES</u></p> <p>A. Mobilization Phase</p> <ol style="list-style-type: none"> 1. Prepare temporary facilities such as field offices for the engineers and quarters for laborers, storage area for the construction material; 2. Prepare Billboard (COA); 3. Obtain and transport to jobsite equipment, materials, tools, personnel, constructional plant and all necessary items for the execution and completion of the work; 4. Also include sufficient supply of spare parts for the construction plant. Breakdowns are to be repaired on site by the most expeditious, method possible at no cost to TESDA. In the event equipment are beyond repairs and need to be removed from the site, then a replacement equipment of a similar capacity shall be provided by the contractor at no additional mobilization costs to TESDA nor extension of completion of works; 5. Construction equipment once moved into the project site, checked and accounted for by the TESDA shall not be permitted, prior to the completion of the contract, to be moved out or transferred by the Contractor to another project site without the written approval of the Owner; and 6. Periodic check-up of the Contractor's equipment moved-in for the contract shall be conducted by the TESDA. The Contractor will pay to the TESDA the amount equivalent to the rental rates of any equipment not accounted for during check-up for the number of calendar days the equipment has been removed (without the written consent of the Owner) from the project site until the said equipment have been returned. Such cases are grounds for disapproval of claims for time extensions of the Contractor. <p>B. Construction Phase</p> <p>The construction phase includes but not limited to the following conditions:</p>	

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Specifications	Bidder's Statement of Compliance
<ol style="list-style-type: none"> 1. Complete construction of the structural component of the building from the foundation up to roof deck. From the ground floor up to the 3rd floor: all the building's systems (electrical, mechanical, plumbing/sanitary and telecommunication, FDAS etc.) shall be complete and rendered fully functional as per Scope of Works (SOW) of the project; 2. Implement all works indicated in the approved construction drawings and documents. All revisions and deviation from the approved plans, especially if it shall impact the overall cost of the project, shall be subject for approval; 3. Provide soil filling, grading and other soil protection measures of the building and other elements of the site, in response to the results of soil testing and materials testing; 4. Construct the building and other necessary structures, complete with utilities and finishes, as per SOW of the project, resulting in operable and usable structures; 5. Construct sidewalks and curb cutouts, paving, driveways, parking slots, and, walkways within the project site as identified in the Program of Work (POW) but only limited to its SOW; 6. Provide protection or relocation of existing trees affected by construction, if any; 7. Preparation of shop-drawings for approval only, if necessary, in actual construction, also such shop drawings with form part of the requirements for progress payments if considered as additional work; 8. Coordinate with the TESDA regarding scheduling of delivery and installation of all owner-furnished materials and equipment during construction; 9. Conduct all necessary tests and issue reports of results; 10. Rectification of punch-listing works to be inspected and issued by TESDA; 	

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Specifications	Bidder's Statement of Compliance
<p>11. As a rule, contract implementation guidelines for procurement of infrastructure projects shall comply with the revised IRR of RA 9184. The following provisions shall supplement the procedures:</p> <ul style="list-style-type: none"> • No works shall commence unless the contractor has submitted the prescribed documentary requirements and the project has given written approval, Work execution shall be in accordance with reviewed and approved documents. • Obtain all necessary information as work to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the concerned Building Officials to meet all regulatory approvals as specified in the contract documents. • Submit a detailed program of works within (7) calendar days after the issuance of the Notice to Proceed for approval by the Procuring Entity that shall include, among others: <ul style="list-style-type: none"> a. The order in which it tends to carry out the work including anticipated timing for each stage of construction; and b. Periods for review of specific outputs and any other submission and approvals. <p>12. Sequence of timing for inspection and tests;</p> <p>13. Construction methods to be adopted;</p> <p>14. List of equipment required on site for each stage of the work;</p> <p>15. Description of the quality control system to be utilized for the project.</p> <p>16. Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that does not comply with the requirements shall be rectified, resubmitted and review at the contractor's cost. If the contractor wishes to modify the design or document which has been previously submitted, reviewed and approved, the contractor shall notify the TESDA</p>	

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Specifications	Bidder's Statement of Compliance
<p>within reasonable period of time and shall identify and approved the cost of such changes.</p> <p>17. As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders:</p> <ul style="list-style-type: none"> • Change orders resulting from design errors, omissions, or nonconformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the project; and • Provided that the contractor suffers delay and/or incur costs due to changes or errors in the project performance specifications and parameters, the contractor shall be entitled to either one of the following: <ul style="list-style-type: none"> a. An extension of time for any such delays under Section 10 of Annex "E" of R-1RR (RA 9184); or b. Payment for such costs as specified in the contract documents, provided, that the cumulative amount of the variation order does not exceed ten percent (10%) of the original project cost. <p>18. The project shall define the quality control procedures for the construction in accordance with the project guidelines and shall issue the proper certificates of acceptance for sections of the works or whole of the works as provided for in the contract documents;</p> <p>19. Provide all necessary equipment personnel, instruments, documents and others to carry out specified tests; and</p> <p>20. The contractor shall be held liable for the structural defects and/or failure of the completed project for</p>	

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Specifications	Bidder's Statement of Compliance
<p>permanent structures/buildings as specified in RA9184 and its implementing rules and regulations.</p> <p>C. Post-Construction Phase</p> <p>The Contractor shall perform the following post-construction requirements:</p> <ol style="list-style-type: none"> 1. Prepare and submit as-built plans; 2. Turn-over of all manuals, certificates and warranties of installed items; 3. Provide all other necessary documents that TESDA shall require; 4. Test and commission all mechanical, electrical, electronics and plumbing/sanitary systems that have been installed to provide the TESDA a high level of assurance that all systems are installed in a prescribed manner; 5. Address problems as observed, immediately by the Contractor and shall submit a schedule for the commissioning process which is integrated in the construction schedule; and 6. Assist in the securing of the Building Occupancy Permit. <p>D. De-Mobilization Phase</p> <ol style="list-style-type: none"> 1. Dismantle and remove from the project site all the materials and equipment and all temporary facilities 2. Clean-up of the site after completion of the contract as approved by the Project Manager and transportation from the site of Contractor's personnel. 	
<p><u>MISCELLANEOUS PROVISIONS</u></p> <ol style="list-style-type: none"> 1. The Contractor shall conform with the Environment Management System (EMS) being practiced by several government agencies in accordance with ISO 14001-2015 by providing the following: 	

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Specifications	Bidder's Statement of Compliance
<p>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 TESDA General Services Division – Administrative Service (GSD-AS) three (3) days upon receipt of the NTP;</p> <p>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);</p> <p>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</p> <p>1.4 All toxic and hazardous wastes generated shall be properly turnover to the Materials Recovery Facility (MRF) of the TESDA Central Offices for the inventory and subsequent disposition enlisting the services of authorized treater/transporter.</p> <p>2. The Contractor shall ensure that all staff must wear their proper working apparels with IDs and provided with necessary safety gears;</p> <p>3. The Contractor shall strictly prohibit the use of polystyrene foam, such as Styrofoam, and plastic in the working area;</p> <p>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</p> <p>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.</p>	

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Specifications	Bidder's Statement of Compliance

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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Section VII. Drawings

***Please see separately compiled Approved Plans and Drawings –
Annex "A"***