



**TECHNICAL EDUCATION AND SKILLS DEVELOPMENT  
AUTHORITY (TESDA)**

# **BID DOCUMENTS**

**Construction of Regional TVET  
Innovation Center for TESDA  
CARAGA Region at Agusan Del Sur  
School of Arts and Trades (ASSAT)**

**TESDA-CO-2024-04**

**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 ad measurements (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 REGIONAL TVET INNOVATION CENTER FOR TESDA CARAGA REGION AT AGUSAN SCHOOL OF ARTS AND TRADES (ASSAT)**

1. The Technical Education and Skills Development Authority (TESDA), through the **General Appropriations Act (GAA) FY 2023 Continuing Appropriations** intends to apply the sum of **Forty-Million Pesos (P40,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Construction of Regional TVET Innovation Center for TESDA CARAGA Region at Agusan Del Sur School of Arts and Trades (ASSAT)**. 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 **two hundred forty (240) 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 **31 January 2024**.
5. A complete set of Bidding Documents may be acquired by interested bidders beginning **31 January 2024** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos (P25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

It may also be downloaded free of charge from the websites of TESDA (<https://tesda.gov.ph/About/TESDA/149>) and PhilGEPS. However, only those who have paid the cost of Bidding Documents before the submission of their bids will be allowed to bid.

6. The TESDA will hold a Pre-Bid Conference on **07 February 2024 at 2:00 p.m. at the Grabiela Silang Room, 2nd Floor, TESDA Women's Center, Gate 1, TESDA Complex, Building 2, East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City** which shall be open to prospective bidders.

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.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **20 February 2024 at 9:00 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 **20 February 2024, 10:00 a.m.** at the **Gabriela Silang Room, 2<sup>nd</sup> Floor, 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 the Opening of Bids, bidders are required to send one (1) authorized technical representative or personnel who is 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.

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:

**ARCADIA CRESELDA P. BALINAS**  
Head, BAC Secretariat  
3<sup>rd</sup> 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: 30 January 2024.*



**DDG ANICETO D. BERTIZ III**  
BAC Chairperson *gr*

## ***Section II. Instructions to Bidders***

## **1. Scope of Bid**

The Procuring Entity, **TESDA** wishes to receive Bids for the **Construction of Regional TVET Innovation Center for TESDA CARAGA Region at Agusan Del Sur School of Arts and Trades (ASSAT)** with identification number **TESDA-CO-2024-04**.

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 Regional TVET Innovation Center for TESDA CARAGA Region at Agusan Del Sur School of Arts and Trades (ASSAT)** in the amount of **Forty-Million Pesos (₱40, 000, 000.00)**.

2.2. The source of funding is the General Appropriations Act (GAA) FY 2023. **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, 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 **07 February 2024 at 2:00 p.m., at the Gabriela Silang Room, 2<sup>nd</sup> Floor, TESDA Women's Center, Gate 1, TESDA Complex, Building 2, East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City** 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**

13.1 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.

13.2 The proposed bill of quantities cannot be amended, and all markups, including those for indirect costs, must maintain their percentage values, thus cannot be changed.

## **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 **19 June 2024**. 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.

As for the sealing and marking of the envelopes, the Bidder may use the following guides:

- Bidders shall enclose their original eligibility and technical documents described in ITB Clause 10 and 11 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. – TECHNICAL COMPONENT" and "COPY NO. — FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- The original and the number of copies of the Bid as indicated in the Bid Data Sheet (BDS) shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- All envelopes shall:
  - contain the name of the contract to be bid in capital letters;
  - bear the name and address of the Bidder in capital letters;
  - be addressed to the Procuring Entity's BAC;
  - bear the specific identification of this bidding process indicated in the ITB Clause 1; and
  - bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with Paragraph 7 of the Invitation to Bid.
- The failure of the bidder to use the above mentioned guides in the sealing and marking of the envelopes shall not be grounds for disqualification.
- In the final packaging of the bid, each bidder must submit one (1) copy of the first and second components of its Bid. The Procuring Entity requests two (2) additional hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

The duplicates - copies 1 and 2 - must include the same documents as that of the original set of documents. However, if a bidder opts to submit cash as its bid security, copies 1 and 2 need not contain photocopies of the same.

<p>BIDDER: ORIGINAL BID          BIDDER'S NAME          BIDDER'S ADDRESS</p> <p>_____          PROCUREMENT PROJECT TITLE          _____          BIDDING REFERENCE NUMBER</p> <p>TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY          East Service Road, South Luzon Expressway          Fort Bonifacio, Taguig City, 1830</p>	<p>BIDDER: COPY NO.          1 BIDDER'S NAME          BIDDER'S ADDRESS</p> <p>_____          PROCUREMENT PROJECT TITLE          _____          BIDDING REFERENCE NUMBER</p> <p>TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY          East Service Road, South Luzon Expressway</p>
<p>BIDDER: ORIGINAL - TECHNICAL COMPONENT          BIDDER'S NAME          BIDDER'S ADDRESS</p> <p>_____          PROCUREMENT PROJECT TITLE          _____          BIDDING REFERENCE NUMBER</p> <p>TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY          East Service Road, South Luzon Expressway          Fort Bonifacio, Taguig City, 1830</p>	<p>BIDDER: COPY NO. 1 - TECHNICAL COMPONENT          BIDDER'S NAME          BIDDER'S ADDRESS</p> <p>_____          PROCUREMENT PROJECT TITLE          _____          BIDDING REFERENCE NUMBER</p> <p>TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY          East Service Road, South Luzon Expressway          Fort Bonifacio, Taguig City, 1830</p>
<p>BIDDER: ORIGINAL - FINANCIAL COMPONENT          BIDDER'S NAME          BIDDER'S ADDRESS</p> <p>_____          PROCUREMENT PROJECT TITLE          _____          BIDDING REFERENCE NUMBER</p> <p>TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY          East Service Road, South Luzon Expressway          Fort Bonifacio, Taguig City, 1830</p>	<p>BIDDER: COPY NO. 1 - FINANCIAL COMPONENT          BIDDER'S NAME          BIDDER'S ADDRESS</p> <p>_____          PROCUREMENT PROJECT TITLE          _____          BIDDING REFERENCE NUMBER</p> <p>TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY          East Service Road, South Luzon Expressway          Fort Bonifacio, Taguig City, 1830</p>

**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**

## **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 <b><u>General Building Construction</u></b> .																											
7.1	The Procuring Entity has prescribed that subcontracting is not allowed.																											
10.3	Valid and current Philippine Contractors Accreditation Board (PCAB) <b>License with Classification/Category in General Building</b> with Minimum License Category "AA" and Minimum Size Range "Large A", to bid for the Construction of Regional TVET Innovation Center for TESDA CARAGA Region at Agusan Del Sur School of Arts and Trades (ASSAT) (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="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Key Personnel</th> <th style="text-align: center;">Years of Experience Required</th> <th style="text-align: center;">Qualifications/Documents Required</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">One (1) Project Manager</td> <td style="text-align: center;">Five (5) years</td> <td> <ul style="list-style-type: none"> <li>- Licensed Engineer / Architect</li> <li>- Curriculum Vitae,</li> <li>- Valid and Current Professional Identification Card issued by the Professional Regulation Commission (PRC)</li> </ul> </td> </tr> <tr> <td style="text-align: center;">One (1) Project Engineer/ Architect</td> <td style="text-align: center;">Five (5) years</td> <td> <ul style="list-style-type: none"> <li>- Licensed Civil Engineer/Architect</li> <li>- Employment Certificate</li> <li>- Curriculum Vitae, Valid and Current Professional Identification Card issued by PRC.</li> </ul> </td> </tr> <tr> <td style="text-align: center;">One (1) Electrical Engineer</td> <td style="text-align: center;">Five (5) years</td> <td> <ul style="list-style-type: none"> <li>- Licensed Electrical Engineer</li> <li>- Curriculum Vitae,</li> <li>- Certificate of Employment</li> <li>- Valid and Current Professional Identification Card issued by PRC.</li> </ul> </td> </tr> <tr> <td style="text-align: center;">One (1) Material Engineer</td> <td style="text-align: center;">Three (3) years</td> <td> <ul style="list-style-type: none"> <li>- Curriculum Vitae,</li> <li>- Certificate of Employment</li> <li>- Valid and Current Professional Identification Card issued by PRC.</li> </ul> </td> </tr> <tr> <td style="text-align: center;">Safety Officer</td> <td style="text-align: center;">Five (5) years</td> <td> <ul style="list-style-type: none"> <li>- Curriculum Vitae,</li> <li>- Certificate of Employment</li> <li>- Valid Certificate in Occupational and Health Safety Course.</li> </ul> </td> </tr> <tr> <td style="text-align: center;">Foreman</td> <td style="text-align: center;">Five (5) years</td> <td> <ul style="list-style-type: none"> <li>- Curriculum Vitae,</li> <li>- Employment Certificate or TESDA National Certificate (NC II)</li> </ul> </td> </tr> <tr> <td style="text-align: center;">Skilled Labors</td> <td style="text-align: center;">Two (2) years</td> <td> <ul style="list-style-type: none"> <li>- Employment Certificate or TESDA National Certificate (NC II)</li> </ul> </td> </tr> <tr> <td style="text-align: center;">Unskilled Labor</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> </tbody> </table>	Key Personnel	Years of Experience Required	Qualifications/Documents Required	One (1) Project Manager	Five (5) years	<ul style="list-style-type: none"> <li>- Licensed Engineer / Architect</li> <li>- Curriculum Vitae,</li> <li>- Valid and Current Professional Identification Card issued by the Professional Regulation Commission (PRC)</li> </ul>	One (1) Project Engineer/ Architect	Five (5) years	<ul style="list-style-type: none"> <li>- Licensed Civil Engineer/Architect</li> <li>- Employment Certificate</li> <li>- Curriculum Vitae, Valid and Current Professional Identification Card issued by PRC.</li> </ul>	One (1) Electrical Engineer	Five (5) years	<ul style="list-style-type: none"> <li>- Licensed Electrical Engineer</li> <li>- Curriculum Vitae,</li> <li>- Certificate of Employment</li> <li>- Valid and Current Professional Identification Card issued by PRC.</li> </ul>	One (1) Material Engineer	Three (3) years	<ul style="list-style-type: none"> <li>- Curriculum Vitae,</li> <li>- Certificate of Employment</li> <li>- Valid and Current Professional Identification Card issued by PRC.</li> </ul>	Safety Officer	Five (5) years	<ul style="list-style-type: none"> <li>- Curriculum Vitae,</li> <li>- Certificate of Employment</li> <li>- Valid Certificate in Occupational and Health Safety Course.</li> </ul>	Foreman	Five (5) years	<ul style="list-style-type: none"> <li>- Curriculum Vitae,</li> <li>- Employment Certificate or TESDA National Certificate (NC II)</li> </ul>	Skilled Labors	Two (2) years	<ul style="list-style-type: none"> <li>- Employment Certificate or TESDA National Certificate (NC II)</li> </ul>	Unskilled Labor	N/A	N/A
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Unskilled Labor	N/A	N/A																										

ITB Clause				
10.5	The Contractor shall provide the following minimum equipment as applicable:			
	<b>No.</b>	<b>Equipment</b>	<b>Capacity</b>	<b>Minimum No. of Units</b>
	1	Backhoe w/ Breaker	0.80 cu.m.	2
	2	Bulldozer*	1.50 cu.m.	2
	3	Motorized Road Grader	G710A	2
	4	Dump Truck	12 cu. Yard	2
	5	Minor Tools for Excavation	Lot	2
	6	Plate Compactor	5 Hp	2
	7	Minor Tools for Embankment	Lot	2
	8	Concrete Vibrator	Flexible shaft type 2" head $\phi$ with 5 amperes gasoline drive unit	2
	9	Minor Tools for Concreting	Lot	2
	10	Bar Bender	Three phase	2
	11	Bar Cutter	Single phase	2
	12	Minor Tools for Steel Works	Lot	2
	13	Bagger Mixer	4-6 cu. Ft./min	2
	14	Minor Tools for Masonry	Lot	2
	15	Scaffolding/H-frames and accessories	Set	3
	16	Welding Machine	Electric driven/500 amp	3
	17	Minor Tools for Doors and Windows	Lot	2
	18	Minor Tools for Tile Works	Lot	2
	19	Minor Tools for Painting Works	Lot	2
	20	Minor Tools for Floor Finish	Lot	2
	21	Minor Tools for Ceiling Works	Lot	2
	22	Cutting Outfit		2
	23	Minor Tools for Canopy Works	Lot	2
	24	Water Pump, 100 mm suction $\phi$	1800 lpm	3
	25	Generator Set	301-350 kw	2
	26	Chainsaw	7' reach, 9" std. blade	3
	27	Air Compressor w/ 2 jack hammer		3
	28	Electric Jack Hammer		2
* - optional				
<i>Note: The bidder may choose the following options to identify the status of the equipment:</i>				
1. Proof of ownership to be included in the Technical Proposal; or				

ITB Clause	
	<p>2. <i>Lease Agreement between lessor and lessee and Proof of Ownership of the Lessor to be included in the Technical Proposal;</i> or</p> <p>3. <i>Purchase Agreement between the bidder and the owner. Certification of availability of equipment from the vendor for the duration of the project</i></p> <p>Equipment pledged to this project shall not be pledged to another construction project if doing so will delay its completion.</p> <p>However, such equipment will be permitted as long as it does not conflict with the schedule of the construction project.</p>
12	Not applicable.
13.2	The bidders are not allowed to change on any numerical values or percentages shown on the Bill of Quantities, which is attached as Annex "B".
15.1	<p>The bid security shall be in the form of a <b>Bid Securing Declaration</b> 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>
16	<p>Each Bidder shall submit one copy of the first and second components of its Bid.</p> <p>The Procuring Entity requests two (2) additional hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.</p> <p>The duplicates - copies 1 and 2 - must include the same documents as that of the original set of documents. However, if a bidder opts to submit cash as its bid security, copies 1 and 2 need not contain photocopies of the same.</p>
19.2	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.

ITB Clause	
20	<ul style="list-style-type: none"> <li>● 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.</li>   <li>● 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.</li>   <li>● Latest Annual Income Tax Returns (BIR Form 1701 or 1702) as filed through the Electronic Filing and Payment System (eFPS).</li>   <li>● Either of the following: <ul style="list-style-type: none"> <li>○ Value Added Tax Returns (Forms 2550M and 2550Q) covering the previous six (6) months prior to the submission and opening of bids as filed thru eFPS; or</li> <li>○ Percentage Tax Returns (Form 2551M) covering the previous six (6) months prior to the submission and opening of bids as filed thru eFPS</li> </ul> </li>   <li>Pursuant to BIR Revenue Regulations No. 03-2005 dated 16 February 2005.</li>   <li>● A Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), as well as an updated list of eligibility documents as specified in Annex "A" of said Certificate of Registration. If the said Certificate of Registration is no longer valid during the post-qualification, the bidder must submit an updated one.</li>   <li>● For verification purposes, the documents listed in Annex "A" of the PhilGEPS Certificate of Registration (Platinum Membership) must be submitted.</li>   <li>● Submission of evidences as proof of compliance with the bidder's actual offer, if applicable.</li> </ul>



ITB Clause	
	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>
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"> <li>1) Construction Schedule and S-curve;</li> <li>2) Manpower Schedule;</li> <li>3) Construction Methods</li> <li>4) Equipment Utilization Schedule;</li> <li>5) Construction Safety and Health Program approved by the Department of Labor and Employment (DOLE) (evidence of submission as received by DOLE is acceptable); and</li> <li>6) Program Evaluation and Review Technique (PERT)/Critical Path Method (CPM)</li> </ol> <p>Likewise, the following documents shall be submitted by the winning bidder within ten (10) calendar days from receipt of the Notice to Proceed (NTP):</p> <ol style="list-style-type: none"> <li>1) Gantt Chart;</li> <li>2) S-Curve;</li> <li>3) Critical Path Method and Program Evaluation Review Technique (CPM/PERT);</li> <li>4) Construction Logistic Plan;</li> <li>5) Manpower Utilization Schedule;</li> <li>6) Equipment Utilization Schedule;</li> <li>7) Daywork Labor Schedule;</li> <li>8) Daywork Plan/Equipment Schedule;</li> <li>9) Daywork Materials Schedule;</li> <li>10) Organizational Chart;</li> <li>11) Construction Method;</li> <li>12) Construction Safety and Health program approved by DOLE;</li> <li>13) Other necessary documents as requested by TESDA.</li> </ol>

## ***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	
1	The Scope of Works of the winning Bidder/Contractor on the general requirements of the contract for permits and clearances shall not be limited to its processing but also the signing and sealing of plans and other pertinent documents such as but not limited to building permits and other permits required for the construction of the facility.
2	<p>The intended completion date is within <b>two hundred forty (240)</b> calendar days from receipt of the Notice to Proceed.</p> <p>To ensure the completion of the project within the construction schedule and validity of the budget, nightshift, overtime and holiday work are encouraged subject to the request from the Contractor and approval by TESDA.</p>
4.1	No further instructions.
6	The Contractor shall conduct a site visit on TESDA ASSAT for their own verification of the lot and shall attach a certificate of appearance from TESDA ASSAT following their site visitation.
7.2	<ol style="list-style-type: none"> <li>1. The Contractor shall issue a Certificate of Warranty to TESDA;</li> <li>2. The warranty shall commence upon receipt of the Certificate of Acceptance for <b>two (2) years</b> and effective under a warranty period based on current industry standard or existing rules and regulations whichever is applicable;</li> <li>3. Provision for construction materials with warranties above <b>two (2) years</b> must be itemized and completed with its specifications upon a written document separately;</li> <li>4. Defects Liability Period: <ul style="list-style-type: none"> <li><b>One (1) year</b> from project completion up to final acceptance by the Procuring Entity</li> </ul> </li> <li>5. Warranty Period Against Structural Defects/Failures: <ul style="list-style-type: none"> <li>Permanent Structures: <b>Fifteen (15) years</b></li> </ul> </li> </ol>



GCC Clause	
	<p>6. The response time for technical assistance shall be within <b>twenty-four (24) hours</b> from receipt of Notice of Advice for uncompleted works, repairs, or modifications; and</p> <p>7. TESDA's Project Manager or its duly authorized representative shall be notified in case of any changes in the office address and contact details of the Contractor.</p>
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 <b>seven (7) calendar days</b> of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <b>ten percent (10%) of the amount of the next billing process</b> .
13	TESDA may, upon written request by the Contractor, make an advance payment or mobilization fund not exceeding <b>Fifteen Percent (15%)</b> of the contract amount upon submission of an irrevocable letter of credit or blank guarantee issued by a Universal or Commercial Bank.
14	<p>Materials and equipment delivered on the site but not completely put in place shall be included for payment.</p> <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. Payment for such costs as specified in the contract document, provided that the cumulative amount of the variation order does not exceed ten percent (10%) of the original project cost.</p> <p>In consideration of the works to be performed, TESDA shall pay the Contractor the contract amounts inclusive of all applicable taxes.</p> <p>Mode of Payment shall be <b>ONLY</b> through Progress Billing. Progress Billing shall be based on the following percentages of actual work accomplished as indicated in the Statement of Work Accomplished (SWA) and S-Curve to be submitted by the Contractor, verified and certified by TESDA's Project Management Unit or its authorized representative:</p> <ol style="list-style-type: none"> <li>1. Progress Billing No. 1: <math>\geq 30\%</math></li> <li>2. Progress Billing No. 2: <math>\geq 20\%</math></li> <li>3. Progress Billing No. 3: <math>\geq 20\%</math></li> <li>4. Final Billing: 100%</li> </ol>

GCC Clause	
	<p>Final Billing/Payment shall not be executed by TESDA prior approval of the following:</p> <ul style="list-style-type: none"> <li>• As-Built Plans (Signed and Sealed by respective professionals of each field). The submission of the As-Built Plans shall be within Ten Calendar Days (10CD) after the release of the Project Completion Certificate to the TESDA's Project Management Unit;</li> <li>• Certificate of Completion;</li> <li>• Statement of Work Accomplished (SWA);</li> <li>• Contractor's Affidavit of Payment to Laborer &amp; Materialmen; and</li> <li>• Progress Photos (Before, On-going, After)</li> </ul> <p>Progress Payments are subject to retentions of Ten Percent (10%) referred to as "Retention Money". Such retentions shall be based on the Total Amount Due to the Contractor prior to the deduction and shall be retained from every progress payment until fifty percent (50%) of the value of the works, determined by TESDA are completed. If after fifty percent (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.</p> <p>Progress Payments shall be adjusted by the following applicable:</p> <ol style="list-style-type: none"> <li>1. Cumulative Value of the work previously certified and paid for;</li> <li>2. Portion of the advance payment to be recouped for the period;</li> <li>3. Retention Money;</li> <li>5. Amount to cover third party liabilities if any; and,</li> <li>6. Amount to cover uncorrected discovered defects in the works.</li> </ol> <p>All billings shall be constantly being supported by key plans of accomplishment claimed, photographs, summary of test results, and other supporting documents as may require by TESDA or its duly authorized representative.</p> <p>TESDA, however, reserves the right to withhold payment in case TESDA has claim against the Contractor's works or poor workmanship.</p> <p>Any costing and payment to the Contractor for all approved variation orders executed and completed to the project shall be in accordance with contract implementation guidelines for the procurement of infrastructure project as stated in Annex E of the 2016 Revised Implementing Rules and Regulation (RIRR) of Republic Act (RA) No. 9184;</p>
15.1	<p>The submission of "As Built" Drawings/Plan, which are signed and sealed by Licensed Engineers/Professionals, shall be submitted in hard copies and e-copies (in cad format) within ten (10) calendar days after project completion.</p>

<b>GCC Clause</b>	
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***

# Technical 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><b><u>EXPECTED OUTPUT</u></b></p> <p><b>One (1) concrete two-storey with roof deck Regional TVET Innovation Center for CARAGA Region at Agusan Del Sur School of Arts and Trades (ASSAT) constructed in accordance with the approved detailed architectural, engineering designs, program of works and other technical plans.</b></p>	
<p><b><u>PROJECT DESCRIPTION</u></b></p> <p>The project refers to the construction of Regional TVET Innovation Center TESDA ASSAT with the following description:</p> <ol style="list-style-type: none"> <li>a. The said innovation center has two floors and each floor has an area approximately of <b>500 sq.m.</b></li> <li>b. The proposed facilities for this project include research laboratory, prototyping area, meeting area, display area, computer area of prototyping, social hall, multi-function hall, learning resource area, researcher’s lounge hall, computer room for research and development, lecture room, trainer’s room, among others.</li> <li>c. Facilities for utilities are control audio-video room, telco room, electrical room and cctv/security room, wash room, among others. Other spaces include building administration office, front desk, reception area, lobby, archive/supplies, bar café, etc.</li> <li>d. This two-storey concrete building will provide the platforms for innovative and authentic learning for learners to achieve higher level competencies, practice 21st century skills and develop entrepreneurial competencies. The proposed innovation center building is located inside the ASSAT GDOP, Government Center Prosperidad, Agusan Del Sur.</li> </ol>	

<b>Specifications</b>		<b>Bidder's Statement of Compliance</b>
<b><u>SCOPE OF WORK</u></b>		
<ul style="list-style-type: none"> <li>• The Contractor shall study carefully the scope of work and satisfy himself as to the full extent, character, and nature of the Works to be performed.</li>   <li>• The enlisted item of works is the Program of Works (POW) that comprises the construction and completion of ASSAT Innovation Center, which generally include and limited to the following:</li> </ul>		
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	
<b>A.</b>	<b>Facilities for the Engineer</b>	
A.1	Temporary Facilities	
<b>B.</b>	<b>Other General Requirements</b>	
B.1	Occupational Safety and Health Program	
B.2	Project Billboard	
B.3	Permits and Clearances	
<b>C.</b>	<b>Mobilization and Demobilization</b>	
C.1	Mobilization and Demobilization	
<b>D</b>	<b>Earthworks</b>	
D.1	Structure Excavation, Common Soil	
D.2	Embankment from Structure Excavation	
D.3	Embankment from Common Borrow by Equipment	
D.4	Gravel Bedding	
D.5	Soil Poisoning	
<b>E</b>	<b>Concrete Works (4000 psi) - Ready Mix Concrete (14 days)</b>	
E.1	Structural Concrete (Footing, Canopy and Slab on Fill, Footing Tie Beam, Column, Suspended Slab, Girder/Beam, Stairs, Wall footing, concrete pole)	
E.2	Ramp on Fill with block tactile strip	
<b>F</b>	<b>Rebar Works</b>	
F.1	Reinforcing Steel Bar, Grade 40	
F.2	Reinforcing Steel Bar, Grade 60	
<b>G</b>	<b>Formworks</b>	
G.1	Installation and Removal of Formworks	
<b>H</b>	<b>Masonry Works</b>	
H.1	Masonry ( 100 mm CHB) - Interior wall	
H.2	Masonry (150 mm CHB) - Exterior wall and wall footing	
H.3	Plain Cement Plaster Finish	
H.4	Floor Topping	

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<b>ITEM NO.</b>	<b>DESCRIPTION</b>	
<b>I</b>	<b>Ceiling and Carpentry Works</b>	
I.1	Accoustical Panel Ceiling framed with metal framing system painted color as per approved	
I.2	Hardiflex Ceiling Framed with Metal framing system painted color as per approved	
<b>J</b>	<b>Painting Works</b>	
J.1	Masonry Painting - Exterior wall ( 3 Coats)	
J.2	Masonry Painting - Interior wall ( 3 Coats)	
J.3	Masonry Painting - Ceiling (3 Coats)	
<b>K</b>	<b>Waterproofing</b>	
K.1	Waterproofing Cement/Liquid Base (3 Coats) - Roofdeck and Toilet	
<b>L</b>	<b>Tile Works</b>	
L.1	600 mm X 600 mm Unglazed Tiles	
L.2	300 mm X 600mm Glazed Wall Tiles	
<b>M</b>	<b>Signage</b>	
M.1	TESDA Signage	
<b>N.</b>	<b>Doors</b>	
N.1	Double swing glass door with complete accessories (D-01)	
N.2	Stainless steel shutter/Roll-up door (D-02)	
N.3	Double swing glass door with complete accessories (D-03)	
N.4	Single swing glass door with complete accessories (D-04)	
N.5	Single swing wood panel door with complete accessories (D-05)	
N.6	Single swing wood panel door with clear glass peep area with complete accessories (D-06)	
N.7	Single swing metal louvered door with complete accessories (D-07)	
N.8	Single swing uPvc flush door with complete accessories (D-08)	
N.9	Single swing uPvc flush door with complete accessories (D-09)	

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N.10	Toilet Partition plastic laminated door with complete accessories (D-10)	
N.11	Single Swing Pre-Fabricated Steel door with complete accessories (D-11)	
N.12	Accordion folding door with complete accessories (D-12)	
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	
<b>O</b>	<b>Windows (Tempered Glass 6mm thk)</b>	
O.1	Fixed glass panel (3000mm x 3600mm) (W-01)	
O.2	Mixed awning and fixed window (2400mm x 600mm) (W-02)	
O.3	Mixed awning and fixed window (3000mm x 600mm) (W-03)	
O.4	Awning window (1200mm x 600mm) (W-04)	
O.5	Awning window (600mm x 600mm) (W-05)	
O.6	Awning window (1800mm x 600mm) (W-06)	
O.7	Awning window (1800mm x 1200mm) (W-07)	
O.8	Awning window (1200mm x 1200mm) (W-08)	
O.9	Louvered window (1000mm x 600mm) (W-09)	
O.10	Mixed awning and fixed window (1800 x 600mm) (W-10)	
O.11	Mixed awning and fixed seamless window (1800mm x 600mm) (W-11)	
O.12	Mixed awning and fixed seamless window (1800mm x 600mm) (W-12)	
<b>P</b>	<b>Glass wall (Tempered Glass 12mm thk)</b>	
P.1	Exterior glass wall	
P.2	Interior glass wall	
<b>Q</b>	<b>Canopy for Main Entrance</b>	
Q.1	Strut	
Q.2	Truss	
Q.3	Aluminum cladding with Metal Structure Accessories with roof gutter	
<b>R</b>	<b>TESDA - Symbol (Aluminum Composite Panel)</b>	
R.1	Aluminum Composite panel with complete accessories	
<b>S</b>	<b>Plumbing Works</b>	
S.1	Catch Basin, CHB	
S.2	Sewer Line Works	
S.3	Storm Drain and Downspout	
S.4	Septic Vault	



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S.5	Plumbing Fixtures	
S.6	Cold Water Lines	
S.7	Water tank	
<b>T</b>	<b>Electrical work</b>	
T.1	Lighting and Small Power Devices	
T.2	Panelboard Assemblies	
T.3	Fire Alarm & Public Address Systems	
T.4	Voice/Data Systems	
T.5	Security/CCTV System	
T.6	Grounding and Lightning Protection.	
T.7	Cables, Conduits and Fittings	
<b>U</b>	<b>Other works</b>	
U.1	Brise Soleil/Sun Breakers	
U.2	Stair Ladder to Roof Slab	
U.3	Composite Stair with perimeter fence in balcony	
U.4	Railings for fire exit, entry porch and stairs	
U.5	Polycarbonate Roofing for fire exit	
U.6	HPL Toilet Partitioner and Urinal Partitioner (Brown)	
U.7	Aluminum Perforated sheet at Fire exit	
U.8	Canal with Grater	
U.9	Stamp concrete finish	
<ul style="list-style-type: none"> <li>On the permits and clearances, the winning bidder must sign and seal the building permit plans, as well as the other necessary documents, before submitting them to the local government units (LGUs) for processing. All original certified copies of this project must be collected by the TESDA Focal of the project for safekeeping.</li> <li>The items of works as stated above are part of the Program of Works (POW) contract, which includes the construction and completion of the contract for ASSAT Innovation Center. This, however, will be subject to inspection for validation and compliance by representatives/personnel of the approved TESDA Inspection Team.</li> </ul>		
<b><u>RESPONSIBILITIES OF THE CONTRACTOR</u></b>		
<ol style="list-style-type: none"> <li>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 and in compliance with the latest edition of the DPWH Standard Specifications for Public Work Structures and other pertinent laws and standards both local and international as may be necessary;</li> </ol>		

<b>Specifications</b>	<b>Bidder's Statement of Compliance</b>
<ol style="list-style-type: none"> <li>2. The CONTRACTOR shall manage, supervise, and finish the Project to its satisfactory completion in accordance with the technical plans and specifications and contract approved by the Head of Procuring Entity, TESDA, or any duly authorized representatives with first-class workmanship;</li> <li>3. The CONTRACTOR shall complete the project within the approved construction schedule including weekdays (after office hours), holidays, Saturdays, and Sunday/s upon issuance of the Notice to Proceed from TESDA;</li> <li>4. If deemed necessary and in order to shorten the completion of the project, the CONTRACTOR may resort also to nightshift on regular working days including holidays;</li> <li>5. 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 Contract. Failure to do so will in no way relieve the CONTRACTOR of the responsibility for furnishing labor, materials, and equipment required;</li> <li>6. 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 the unreasonable or negligent act or omission of the CONTRACTOR or its workers, whether such action is intentional or not;</li> <li>7. The CONTRACTOR shall coordinate with the TESDA regarding the scheduling of delivery and installation of all owner-furnished materials and equipment during construction;</li> <li>8. The CONTRACTOR shall ensure that the materials to be used for the construction are of good quality and subject to inspection by TESDA;</li> <li>9. 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);</li> <li>10. The CONTRACTOR shall provide soil filling, grading and other soil protection measures of the building and other</li> </ol>	

<b>Specifications</b>	<b>Bidder's Statement of Compliance</b>
<p>elements of the site, in response to the results of soil testing and materials testing;</p> <p>11. The CONTRACTOR shall 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;</p> <p>12. The CONTRACTOR shall provide protection or relocation of existing trees affected by construction, if any;</p> <p>13. The CONTRACTOR shall adopt a procedure to mitigate the effects to the environment due to demolition, repair, painting, and other activities;</p> <p>14. The CONTRACTOR shall follow guidelines related to the fight against COVID-19 issued by the Inter-Agency Task Force, DPWH, City/Municipal Government, and other offices, agencies, and departments of the Republic of the Philippines;</p> <p>15. The CONTRACTOR shall 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 and in accordance with DPWH guidelines on testing equipment and procedures;</p> <p>16. The CONTRACTOR shall provide all necessary equipment personnel, instruments, documents, and others to carry out specified tests and shall submit to TESDA such results;</p> <p>17. TESDA's representative shall be entitled, during the manufacture, fabrication, or preparation of materials to be used in the project, to inspect and test these materials and the plant or plants where these materials are being manufactured, fabricated, and/or prepared;</p> <p>18. If the materials are being manufactured, fabricated, or prepared in workshops or places other than those of the CONTRACTOR, the CONTRACTOR must obtain permission for the TESDA's representative to carry out inspection and testing in those workshops or places. Such inspection or testing will not release the CONTRACTOR from any obligation under the contract;</p>	

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<p>19.The CONTRACTOR shall turn-over of all manuals, certificates, and the warranties of installed materials, equipment, tools, appurtenances, or related items as necessary;</p> <p>20.The CONTRACTOR shall follow the quality control procedures defined by the PROJECT for the construction in accordance with the PROJECT guidelines and shall receive the proper certificates of acceptance for sections of the works or whole of the works as provided for in the contract documents as issued by TESDA;</p> <p>21.The CONTRACTOR shall prepare and implement a Construction Safety and Health Program including PPE and Traffic Management Plan at all times;</p> <p>22.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;</p> <p>23.The CONTRACTOR shall supply and submit the following documents to TESDA prior to the commencement of the PROJECT:</p> <ul style="list-style-type: none"> <li>23.1 Gantt Chart;</li> <li>23.2 S-Curve;</li> <li>23.3 Critical Path Method and Program Evaluation Review Technique (CPM/PERT);</li> <li>23.4 Construction Logistic Plan;</li> <li>23.5 Manpower Utilization Schedule;</li> <li>23.6 Equipment Utilization Schedule;</li> <li>23.7 Daywork Labor Schedule;</li> <li>23.8 Daywork Plan/Equipment Schedule;</li> <li>23.9 Daywork Materials Schedule;</li> <li>23.10 Organizational Chart;</li> <li>23.11 Construction Method;</li> <li>23.12 Construction Safety and Health program approved by DOLE;</li> <li>23.13 Other necessary documents as requested by TESDA;</li> </ul>	

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<p>24. The CONTRACTOR shall secure all necessary Building Permits, Fees as Applicable, and Clearances prior to construction;</p> <p>25. The CONTRACTOR shall submit the following Minimum Required Construction Plans / Drawings such as Building Permit Plans (Construction Drawings) Scaled – 24" x 36" Signed and Sealed Plans (10 Sets blue print / white print), Minimum 1:100 scale for architectural plans. Other details shall follow standard scale for permit application, AutoCAD / DWG files.</p> <p>25.1 Site Development Plan  25.2 Architectural Design  25.3 Engineering Design and Standard Engineering Computations:</p> <ul style="list-style-type: none"> <li>a. Structural</li> <li>b. Mechanical</li> <li>c. Electrical</li> <li>d. Electronics / Auxiliary</li> <li>e. Plumbing and Sanitary</li> <li>f. Fire Protection</li> </ul> <p>26. The CONTRACTOR shall submit every last day of every last week of each month a Monthly Status Report composed of the following attachments and shall be addressed to the duly authorized representative of TESDA:</p> <p>26.1 Statement of Work Accomplished;  26.2 S-Curve; and  26.3 Progress Photos</p> <p>27. 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;</p> <p>28. 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 it's duly authorized representatives shall be hosted by the CONTRACTOR;</p> <p>29. The CONTRACTOR shall route the construction log book for reference;</p>	

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<p>30. The CONTRACTOR shall prepare 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;</p> <p>31. If the CONTRACTOR identifies errors or discrepancies in the design or document which has been previously submitted, reviewed and approved, the CONTRACTOR shall immediately notify TESDA or its duly authorized personnel;</p> <p>32. The CONTRACTOR shall prepare and submit a proposed cost estimate for the additional works due to the changes, errors, and discrepancies in the design within a reasonable period of time;</p> <p>33. Under no circumstances shall a CONTRACTOR proceed to commence work under any type of Change Order or Extra Work Order unless it has been approved by the TESDA;</p> <p>34. 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 the approval for change or variation orders:</p> <ul style="list-style-type: none"> <li>a. Change orders resulting from design errors, omissions, or non-conformance 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</li> <li>b. Provided that the CONTRACTOR suffers delay and/or incurs 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"> <li>i. An extension of time for any such delays under Section 10 of Annex "E" of R-1RR (RA 9184); or</li> <li>ii. Original project cost.</li> </ul> </li> </ul>	

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<p>35. However, under any of the following conditions, the procuring entity's representative/Project Engineer may, subject to the availability of funds and within the limits of the delegated authority, allow the immediate start of work under any Change Order or Extra Work Order:</p> <ul style="list-style-type: none"> <li>a. In the event of an emergency where the prosecution of the work is urgent to avoid detriment to public service, or damage to life and/or property; and/or</li> <li>b. When time is of the essence Rectification of punch-listing works to be inspected and issued by TESDA;</li> <li>c. Any errors, omissions, inconsistencies, inadequacies, or failure submitted by the contractor that does not comply with the requirements shall be rectified, resubmitted, and reviewed at the contractor's cost.</li> <li>d. The CONTRACTOR shall address problems as observed and immediately shall submit a schedule for the commissioning process which is integrated into the construction schedule;</li> </ul> <p>36. In claiming for any Variation Order, the CONTRACTOR shall adhere to the governing rules stated at the ANNEX E of the 2016 Revised IRR of the RA 9184 and TESDA shall pay the CONTRACTOR accordingly, provided that the cumulative amount of the additional work does not exceed the ten percent (10%) of the original contract;</p> <p>37. The CONTRACTOR shall be held liable for the structural defects and/or failure of the completed project for permanent structures/buildings as specified in the RA 9184 and its implementing rules and regulations;</p> <p>38. TESDA shall check/inspect the CONTRACTOR's works upon every submission of Statement of Work Accomplishment (SOWA), and shall notify the CONTRACTOR of any defects that are found;</p>	

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<p>39. The CONTRACTOR shall immediately correct/repair the notified defect/s at the CONTRACTOR's expense and without additional costs to the original contract amount;</p> <p>40. Where the contractor refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the CONTRACTOR shall pay the procuring entity for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to at least one-tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay;</p> <p>41. TESDA shall have the authority to suspend the work wholly or partly by written order or such period as may be deemed necessary due to <i>force majeure</i> 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;</p> <p>42. No employer-employee relationship shall arise between the CONTRACTOR and/or its workers on one hand and TESDA on the other;</p> <p>43. The CONTRACTOR shall at all times follow all the provisions stated in the 2016 Revised Implementing Rules and Regulations (IRR) of RA 9184, GPPB-related guidelines, and other infrastructure standards implemented by the Republic of the Philippines; and</p> <p>44. The CONTRACTOR shall provide their own project utilities such as water, electricity and all necessities that will be used for the project. If they will be tapping the connection of their utilities to TESDA other facilities on site, they shall provide payment for the utilities that they had used and shall coordinate with the TESDA Resident Engineer for proper assistance.</p>	
<p><b><u>IMPLEMENTATION PROVISIONS</u></b></p> <p><b>i. General Implementation Provision</b></p> <p>a. Program of Works (POW). As previously indicated, POW are not the only limitation for the project. The Contractor shall first review the "Approved Drawings", product data,</p>	



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<p>samples and similar submittals for compliance with the Bid Document and shall submit one (1) compliant shop drawing, product data, sample and similar submittal for review of TESDA PROJECT MANAGEMENT TEAM. Electronic copies of CAD Drawings of the Contract Drawings will not be provided by TESDA PROJECT MANAGEMENT UNIT for Contractor's use in preparing submittals.</p> <p>b. PERT CPM. This shall be prepared as a fully developed, horizontal bar chart type Contractor's construction program or in PERT CPM Method. It shall be submitted within <b>ten (10) calendar days</b> of the date established from the Notice To Proceed (NTP) date. This will act as the projected schedule of activities for the project.</p> <p>c. Work Stage. Indicate important stages of construction for each major portion of the Work, including testing and installation.</p> <p>d. Periodic On-Site Visits. Site visitation for verification and answering of queries regarding plans &amp; specifications from the TESDA PROJECT MANAGEMENT TEAM shall only commence upon the letter of request by the Contractor. However, in some instances that the Resident Engineer has limitation on the query and it can only be verified on-site, TESDA PROJECT MANAGEMENT TEAM assigned Focal must take action.</p> <p>e. Distribution. Following response to the initial submittal, print and distribute copies to the TESDA PROJECT MANAGEMENT TEAM, Contractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and through the Resident Engineer, site office.</p> <ul style="list-style-type: none"> <li>● Daily Construction reports. This includes the recording of the following information concerning events at the site; and submit duplicate copies to the Resident Engineer at weekly intervals.</li> <li>● Shop Drawings. This shall be prepared by the Contractor if there were unclear matters on the plans and specifications of the project. It will be submitted to the Resident Engineer to be forwarded to the assigned Focal on the TESDA PROJECT MANAGEMENT TEAM.</li> </ul>	

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<p><b>II. Specific Implementation provision</b></p> <p><b>A. Facilities for the Engineer</b></p> <p>It specifies the requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection, subject to the approval of the TESDA ASSAT and the Resident Engineer with the clearance of the assigned Focal on the TESDA PROJECT MANAGEMENT TEAM.</p> <p><b>B. Other General Requirements</b></p> <p>a. Occupational Safety and Health Program.</p> <p>A safety action plan on-site must be strictly implemented on the project site. Its goal shall priority the safety precautions and prevention of accidents and harm to people.</p> <p>b. Project Billboard. TESDA has specificized its standard project billboard and COA billboard. Upon NTP to the Contractor, they shall provide a letter of request to the Resident Engineer forwarding to TESDA PROJECT MANAGEMENT TEAM for them to be given the standard format. The printing shall be carried out by the Contractor.</p> <p>c. Permits and Clearances. The winning bidder must sign and seal the building permit plans, as well as the other necessary documents, before submitting them to the local government units (LGUs) for processing. All original certified copies of this project must be collected by the TESDA Focal of the project for safekeeping.</p> <p><b>C. Mobilization and Demobilization</b></p> <p>a. Mobilization. The CONTRACTOR upon receipt of the Notice-to-Proceed (NTP) shall immediately mobilize and transport his equipment, materials and labor forces to the site.</p> <p>b. Demobilization. Upon completion of the scope of works on the contract for the project, removal of the temporary facilities and clearing of the site shall be properly executed and must be clear and acceptable to the TESDA PROJECT MANAGEMENT TEAM. All of which</p>	

Specifications	Bidder's Statement of Compliance
<p>shall be coordinated with the Resident Engineer for proper documentation.</p> <p><b>D. Earthworks</b></p> <p>a. Structural excavation. This Scope of work shall consist necessary excavation for the foundation of building structure and Grade tie beams.</p> <p>b. Embankment. This shall consist the construction of embankment in accordance with this specification and in conformity with lines, grades and dimension shown on the Plans.</p> <p><b>E. Concrete Works (4000 psi) - Ready Mix Concrete (14 days)</b></p> <p>a. This 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>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 the TESDA PROJECT MANAGEMENT TEAM.</p> <p><b>F. Rebar Works</b></p> <p>This 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.</p> <p><b>G. Formworks</b></p> <p>This Scope of work shall consist of designing, constructing and removing forms and false work to temporarily support concrete, girders and other structural elements until the structure is completed to the point it can support itself.</p>	

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<p><b>H. Masonry Works</b></p> <p>This 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><b>I. Ceiling and Carpentry Works</b></p> <p>This Scope of works of this type shall all conform and vary on actual dimensions on the site. Samples for testing materials shall be forwarded to Resident Engineer for evaluation and approval of TESDA PROJECT MANAGEMENT TEAM.</p> <p><b>J. Painting Works</b></p> <p>This Scope of works of this type shall all conform and vary on actual dimensions on the site. Samples for testing materials shall be forwarded to Resident Engineer for evaluation and approval of TESDA PROJECT MANAGEMENT TEAM.</p> <p><b>K. Waterproofing</b></p> <p>This Scope of works of this type shall all conform and vary on actual dimensions on the site. Samples for testing materials shall be forwarded to Resident Engineer for evaluation and approval of TESDA PROJECT MANAGEMENT TEAM.</p> <p><b>L. Tile Works</b></p> <p>This Scope of works of this type shall all conform and vary on actual dimensions on the site. Samples for testing materials shall be forwarded to Resident Engineer for evaluation and approval of TESDA PROJECT MANAGEMENT TEAM.</p> <p><b>M. Signage</b></p> <p>This Scope of works of this type shall all conform and vary on actual dimensions on the site. Samples from the Contractor's specialty supplier shall be forwarded to</p>	

Specifications	Bidder's Statement of Compliance
<p>Resident Engineer for evaluation and approval of TESDA PROJECT MANAGEMENT TEAM.</p> <p><b>N. Doors</b></p> <p>This Scope of works shall include supply of materials and installation of doors. Its approval along with the manufacturer's description and technical specification documents shall be checked and to be approved by the TESDA PROJECT MANAGEMENT TEAM. 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><b>O. Windows (Tempered Glass 6mm thk)</b></p> <p>This Scope of works shall include supply of materials and installation of windows. Its approval along with the manufacturer's description and technical specification documents shall be checked and to be approved by the TESDA PROJECT MANAGEMENT TEAM. 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><b>P. Glass wall (Tempered Glass 12mm thk)</b></p> <p>This Scope of works shall be approved by TESDA PROJECT MANAGEMENT TEAM. The products or service of proposed manufacturer, suppliers and installers by the Contractor, and will be based upon its submission of its qualifications. Also, mock ups for this will be conducted to test its performance prior for its approval of visual aspects has been obtained.</p> <p><b>Q. Canopy for Main Entrance</b></p> <p>This Scope of works of this type shall all conform and vary on actual dimensions on the site. Samples for testing materials shall be forwarded to Resident Engineer for evaluation and approval of TESDA PROJECT MANAGEMENT TEAM.</p> <p><b>R. TESDA - Symbol (Aluminum Composite Panel)</b></p> <p>a. This Scope of Work shall consist of signs of type, size and design shown on the approved drawings. Do not scale construction documents for dimensions. Verify</p>	

Specifications	Bidder's Statement of Compliance
<p>dimensions and coordinate with field conditions. Notify <b>TESDA RESIDENT ENGINEER</b> for discrepancies or changes needed to satisfy the requirements of the construction to be reported to <b>TESDA PROJECT MANAGEMENT TEAM</b>.</p> <p>b. This Scope of works of this type shall all conform and vary on actual dimensions on the site. Samples from the Contractor's specialty supplier shall be forwarded to Resident Engineer for evaluation and approval of <b>TESDA PROJECT MANAGEMENT TEAM</b>.</p> <p><b>S. Plumbing Works</b></p> <p>This 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 as specified on the plans &amp; specifications and shall be forwarded to <b>TESDA PROJECT MANAGEMENT TEAM</b> from the Resident Engineer prior to its approval upon installation.</p> <p><b>T. Electrical work</b></p> <p>a. This Scope of work shall construct all electrical and power supply system of the building in accordance with the plans &amp; specifications and shall be forwarded to <b>TESDA PROJECT MANAGEMENT TEAM</b> from the Resident Engineer prior to its approval upon installation.</p> <p>b. Fire Alarm &amp; Public Address System; Voice/Data Systems; Security/CCTV System; and Grounding &amp; Lighting Protection. This scope of works must be closely coordinated with the Resident Engineer to address all of its concern to <b>TESDA PROJECT MANAGEMENT TEAM</b>.</p> <p><b>U. Other works</b></p> <p>This Scope of works of this type shall all conform and vary on actual dimensions on the site. Samples from the Contractor's specialty supplier shall be forwarded to Resident Engineer for evaluation and approval of <b>TESDA PROJECT MANAGEMENT TEAM</b>.</p>	

Specifications	Bidder's Statement of Compliance
<p><b>IMPLEMENTATION ARRANGEMENT</b></p> <p><b>1. PROJECT MANAGEMENT UNIT</b></p> <ol style="list-style-type: none"> <li>1. Provide overall monitoring of the project status;</li> <li>2. Recommend approval/disapproval of variations/supplemental/change orders based on technical evaluation of Project Engineering Team for the Director General's approval;</li> <li>3. The Project Engineering Section to evaluate and recommend to the Project Manager for endorsement to Project Director the processing of payments for progress and final billings in the form of Statement of Work Accomplishment &amp; with attach photo documentation submitted by the Regional Director;</li> <li>4. Approve inspection report prepared by the Project Engineering Team;</li> <li>5. Monitor implementation of the project according to approved technical plans and specifications;</li> <li>6. Review and recommend approval/disapproval of request for variations, extra work and/or supplemental work;</li> <li>7. Act on request for inspection;</li> <li>8. Coordinate closely with the TESDAs' Resident Engineers;</li> <li>9. Evaluate Final Completion Report;</li> <li>10. Conduct spot inspection and monitoring as needed; and</li> <li>11. Perform other tasks and functions relevant to the projects.</li> </ol> <p><b>2. REGIONAL DIRECTOR</b></p> <ol style="list-style-type: none"> <li>1. Monitor and supervise the on-site implementation of the project;</li> <li>2. Provides recommendations to the PMU issues and concerns that may arise during construction implementation;</li> <li>3. Endorses to the PMU Request for Approval (RFAs) / Information (RFIs) / Clarifications on Detailed Architectural and Engineering Plans / Variation Orders such as Change Orders and Extra Work Orders / Contract Time Extension;</li> <li>4. Endorses to the PMU processing of payments for progress and final billings; and</li> <li>5. Perform other tasks and function relevant to the project.</li> </ol>	

Specifications	Bidder's Statement of Compliance
<p><b>3. TTI PROJECT SITE ADMINISTRATORS</b></p> <ol style="list-style-type: none"> <li>1. Supervise and direct the TTI Resident Engineer;</li> <li>2. Monitor and evaluate the following reports as submitted by the Designated TTI Resident Engineer;               <ol style="list-style-type: none"> <li>2.1 Monthly Progress;</li> <li>2.2 Weekly Status;</li> <li>2.3 Billing;</li> <li>2.4 Request for variation/change/extra works;</li> <li>2.5 Inspection and Acceptance;</li> <li>2.6 Final Completion; and</li> <li>2.7 Other related reports.</li> </ol> </li> <li>3. Attend to concerns by the contractor that facilitates implementation of the project such as but not limited to requirements of building permit application, clearances and others;</li> <li>4. Recommend request for inspection on billing to PMU;</li> <li>5. Conduct coordinated meetings with the contractors as required; and</li> <li>6. Perform other tasks and functions relevant to the projects.</li> </ol> <p><b>4. DESIGNATED TTI RESIDENT ENGINEERS</b></p> <ol style="list-style-type: none"> <li>1. Monitor the day to day implementation and progress of the project;</li> <li>2. Assist the Contractor in securing permits and clearances;</li> <li>3. Check compliance to technical plans and specifications;</li> <li>4. Monitor the contractor adherence to Construction Safety and Health Program;</li> <li>5. Coordinate with Project Site Administrator and PMU on technical aspect of the project that needs action;</li> <li>6. Evaluate billing progress report prepared by the Contractor;</li> <li>7. Conduct inspection with the inspection team;</li> <li>8. Prepare Statement of Work Accomplished (SWA) and all required attachments for billing purposes;</li> </ol>	



Specifications	Bidder's Statement of Compliance
<p>9. Prepare and submit the following reports to PMU and copy furnish the TTI Project Site Administrator and the Regional Office (RO):</p> <ul style="list-style-type: none"> <li>✓ Monthly Progress;</li> <li>✓ Weekly Status;</li> <li>✓ Billing;</li> <li>✓ Request for variation/change/extra works;</li> <li>✓ Inspection and Acceptance;</li> <li>✓ Final Completion; and</li> <li>✓ Other related reports.</li> </ul> <p>10. Perform other related tasks and functions relevant to the projects.</p>	
<p><b><u>MISCELLANEOUS PROVISIONS</u></b></p>	
<p>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:</p> <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 Resident Engineer or its duly authorized representative <b>three (3) days</b> after the receipt of the Notice to Proceed;</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 project site for the inventory and subsequent disposition enlisting the services of authorized treater/transporter.</p>	

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<b>Specifications</b>	<b>Bidder's Statement of Compliance</b>
<ol style="list-style-type: none"> <li>2. The Contractor shall ensure to take all the necessary precautions for the public safety of his employees and workers in site. The Contractor shall at all times require his workers to wear <b>Personal Protective Equipment (PPEs)</b> such as hard hats, safety boots and goggles, uniforms or other safety gear and identification cards to prevent accidents and for proper identification;</li> <li>3. The contractor shall provide all the necessary safeguards, warning signs, and all safety precautions for all workers and third parties during progress of the work;</li> <li>4. The Contractor shall strictly prohibit the use of polystyrene foam, such as Styrofoam, and plastic in the working area;</li> <li>5. The Contractor shall put up and maintain adequate protection of all its works from damages and shall protect the property and equipment whether owned or rented by TESDA, as well as all materials furnished and delivered to it by TESDA from damage. Injury, or loss arising in connection with this Project until final acceptance of the Project by TESDA;</li> <li>6. The Contractor shall take all adequate and necessary measures to protect the Project, TESDA's property and personnel, and other TESDA contractors and agents at the site and, at inconvenience to owners/occupiers of land, and the general public at or adjacent to the site when performing the Project;</li> <li>7. 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</li> <li>8. 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.</li> </ol>	
<p><b>SITE VISIT AND SITE CONDITION</b></p> <p>The CONTRACTOR shall be deemed to have visited, inspected and examined the Site and allow for all cost and expenditures</p>	

<b>Specifications</b>	<b>Bidder's Statement of Compliance</b>
<p>arising out of and/or in connection with the Site surroundings and restrictions including but without limitation to the following:</p> <ol style="list-style-type: none"> <li>1. Nature, character, and conditions of the Site and the existing and adjoining buildings including the sub-soil conditions and the site levels upon which the Works are to be carried out;</li> <li>2. Access and ingress and/or egress available to the Site;</li> <li>3. Local conditions which may affect the Works;</li> <li>4. Tidal floods, local and site drainage;</li> <li>5. Extent of storage space and working space available;</li> <li>6. Storage of Materials, position of stores, site office, and Plant;</li> <li>7. Location of existing services;</li> <li>8. Nearest point from which electricity and water supplies can be connected;</li> <li>9. Risk of damage to existing buildings and adjacent to or abutting the Site, or risk of injury to the occupiers, users of, or persons employed on such property whether or not it is in the ownership of TESDA;</li> <li>10. Ground conditions, the sub-soil thereunder, and the water level;</li> <li>11. Obtaining all necessary information as to all risks and contingencies relating to the carrying out of the Works on the Site; and,</li> <li>12. Any other Site conditions and restrictions which may affect labor and materials, and extent and practicability of safety provisions and temporary works in connection with the Works.</li> </ol> <p>The CONTRACTOR shall not be entitled to any additional payment or extension of the Time for Completion arising out of and in connection with any of the above.</p>	

Specifications	Bidder's Statement of Compliance
<p><b>SITE INVESTIGATION REPORT</b></p> <p>A copy of the soil test result for the Works of the procuring entity can be examined by the CONTRACTOR. Such information/documents are made available for the CONTRACTOR'S information shall serve to assist the CONTRACTOR in the preparation of his bid.</p> <p>Where results of sub-surface investigations and topographical information are supplied to the CONTRACTOR, they shall in no way relieve the contractor of his responsibilities in obtaining all necessary or relevant information on the nature of the Site including all topographical, soil, and sub-surface conditions made available by the TESDA.</p> <p>It shall be at the CONTRACTOR'S sole obligation and responsibility to assess the topographical, soil, and sub-surface conditions including carrying-out any additional site, soil, sub-surface investigations as deemed necessary. All cost arising out of or in connection with such investigations shall be borne by the CONTRACTOR. Where the CONTRACTOR undertakes such soil investigation, the CONTRACTOR shall notify TESDA and provide TESDA with two (2) copies of the results without charge.</p> <p>If no such request for additional site, soil. And/or sub-surface investigations were made, the CONTRACTOR shall be deemed to have accepted that the soil investigation results are an accurate representation of the actual topographical, soil, sub-surface conditions. The CONTRACTOR shall not be entitled by any claim whatsoever for additional payment.</p>	
<p><b>APPROVAL OF SITE OFFICE AND TEMPORARY BUILDING</b></p> <ol style="list-style-type: none"> <li>1. <u>Upon receipt of the Notice to Proceed (NTP)</u>, the TESDA or the Procuring Entity shall give possession of all or parts of the Project Site to the CONTRACTOR;</li> <li>2. The temporary buildings, with their contents, shall be maintained in clean and neat condition.</li> <li>3. The CONTRACTOR'S proposal for the design, construction, and location of the site offices and temporary buildings inside the vicinity of TESDA shall be</li> </ol>	

Specifications	Bidder's Statement of Compliance
<p>submitted within two (2) weeks of the commencement date to the assigned Resident Engineer for approval.</p> <p>4. The CONTRACTOR shall allow for the altering, shifting, and adapting of the temporary buildings from time to time as required by the Resident/Project Engineer.</p> <p>5. All temporary buildings shall be dismantled and removed by the CONTRACTOR for the Site, leaving the Site clean and tidy condition within two (2) weeks of receipt of an instruction from the Resident Engineer for the removal of the said buildings.</p>	
<p><b>TEMPORARY HOARDING, PROJECT SIGNBOARDS AND THE LIKE</b></p> <p>1. The CONTRACTOR shall design, supply, and construct and maintain any signage, signboards, temporary hoardings, and gates around the site boundaries including mandatory signage, signboards, protective hoardings required by relevant Authorities, all to the requirements of the Resident Engineer.</p> <p>2. The CONTRACTOR shall hoard up areas where incomplete works remain in progress, including putting up barricades, warning signs, painting, and directional signs to prevent the public from entering the "Work Areas";</p> <p>3. The CONTRACTOR shall provide and allow adequate lighting to all the covered walkways, project signboard and hoardings between 7:00PM to 7:00AM daily;</p> <p>4. The CONTRACTOR shall include all cost and expenses in this connection including payment of fees and charges to the relevant Authorities, opening of utilities account, and the transfer of an existing account to his own name, where applicable;</p> <p>5. From time to time as may be necessary, alter, shift and adapt all or any of the abovementioned works and clear away on completion.</p>	

<b>Specifications</b>	<b>Bidder's Statement of Compliance</b>
<p><b>TEMPORARY LIGHTING, POWER, WATER AND OTHER CLEARANCES</b></p> <ol style="list-style-type: none"> <li>1. The CONTRACTOR shall provide at his own expense all necessary temporary lighting, electrical power, and water supply required for the Works;</li> <li>2. The CONTRACTOR shall employ a licensed and/or registered electrician and /or licensed/registered plumber to install and maintain all temporary lighting, power, and water utilities respectively on the Site;</li> <li>3. All temporary lighting, electrical power, and water supplies shall be obtained from an approved source and shall comply with relevant standards and codes of practice for the respective installations;</li> <li>4. The CONTRACTOR shall provide necessary clearances or fencing protection, and warning precautions to avoid damages for the installed temporary utilities;</li> <li>5. The CONTRACTOR shall alter, adapt, and remove all temporary installation as and when directed by the Resident Engineer and make good thereafter;</li> <li>6. Where water is likely to be discharged into roadsides drains, the CONTRACTOR shall construct silt-traps or settling tanks, or other means of removing sediments;</li> <li>7. The CONTRACTOR shall pay all fees and charges to the relevant Authorities as required.</li> </ol>	
<p><b>VIOLATIONS OF THE TERMS AND CONDITIONS</b></p> <ol style="list-style-type: none"> <li>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 to participate or assist in the performance or its obligations under this TOR;</li> <li>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,</li> <li>3. If the CONTRACTOR shall violate any terms and conditions of this TOR, or shall reject to perform any of their work, duties, functions, responsibilities or obligations stipulated herein, or for any other causes shall not carry the task in acceptable manner, and by reason thereof, TESDA suffers damages or losses, the</li> </ol>	

Specifications	Bidder's Statement of Compliance
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.	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder	Signature over Printed Name of Authorized Representative	Date

gv

## **Section VII. Drawings**

***Please refer to Annex "A" for the Approved Plans and Drawings or download the materials in PDF format from the TESDA website (<https://tesda.gov.ph/About/TESDA/149>).***

**I hereby commit to comply with all of the Approved Plans and Drawings on Annex "A".**

<b>Name of Company/Bidder</b>	<b>Signature over Printed Name of Authorized Representative</b>	<b>Date</b>
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## **Section VIII. Bill of Quantities**

***Please refer to Annex "B" for the Detailed Estimates of Proposed Works and Bill of Quantities***

**I hereby commit to comply with all of the Detailed Estimates of Proposed Works and Bill of Quantities on Annex "B".**

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**Name of  
Company/Bidder**

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**Signature over Printed Name of  
Authorized Representative**

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**Date**

PROJECT: Construction of Regional TVET Innovation Center for TESDA CARAGA Region at Agusan Del Sur School of Arts and Trades (ASSAT)  
 SUBJECT: Detailed Cost Estimate  
 LOCATION: ASSAT GDOP, Government Center Prosperidad, Agusan Del Sur  
 DATE:

ITEM NO.	DESCRIPTION	QUANTITY	DIRECT UNIT COST	UNIT	ESTIMATED DIRECT COST (5) (3) x (4)	MARK-UPS IN PERCENT		TOTAL MARK-UP		VAT (6%) (10) 5% (5+9)	TOTAL INDIRECT COST (11) (9) + (10)	ADJUSTED TOTAL COST (12) (5) + (11)	%	ADJUSTED UNIT COST (13) (12) / (3)
						OCM (6) 0.12	PROFIT (7) 0.08	% (8) (6) + (7)	VALUE (9) (5) x (8)					
(1)	(2)	(3)	(4)		(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)		(13)
<b>A.</b>	<b>Facilities for the Engineer</b>													
A.1	Temporary Facilities	8.00		Month										
<b>B.</b>	<b>Other General Requirements</b>													
B.1	Occupational Safety and Health Program	8.00		Month										
B.2	Project Billboard	1.00		Ls										
B.3	Permits and Clearances	1.00		Ls										
<b>C.</b>	<b>Mobilization and Demobilization</b>													
C.1	Mobilization and Demobilization	1.00		Ls										
<b>D.</b>	<b>Earthworks</b>													
D.1	Structure Excavation, Common Soil	370.00		cu.m										
D.2	Embankment from Structure Excavation	310.00		cu.m										
D.3	Embankment from Common Borrow by Equipment	378.00		cu.m										
D.4	Gravel Bedding	84.00		cu.m										
D.5	Soil Poisoning	40.00		L										
<b>E.</b>	<b>Concrete Works (4000 psi) - Ready Mix Concrete (14 days)</b>													
E.1	Structural Concrete (Footing, Canopy and Slab on Fill, Footing Tie Beam, Column, Suspended Slab, Girder/Beam, Stairs, Wall footing, concrete pole)	806.00		cu.m										
E.2	Ram on Fill with block textile strip	12.00		cu.m										
<b>F.</b>	<b>Rebar Works</b>													
F.1	Reinforcing Steel Bar, Grade 40	18,900.00		kg										
F.2	Reinforcing Steel Bar, Grade 60	85,500.00		kg										
<b>G.</b>	<b>Formworks</b>													
G.1	Installation and Removal of Formworks	2,610.00		sq.m										
<b>H.</b>	<b>Masonry Works</b>													
H.1	Masonry (100 mm CHB) - Interior wall	355.00		sq.m										
H.2	Masonry (150 mm CHB) - Exterior wall and wall footing	555.00		sq.m										
H.3	Plain Cement Plaster Finish	1,820.00		sq.m										
H.4	Floor Topping	1,820.00		sq.m										
<b>I.</b>	<b>Ceiling and Carpentry Works</b>													
I.1	Acoustical Panel Ceiling framed with metal framing system painted color as per approved	252.00		sq.m										
I.2	Hardiflex Ceiling Framed with Metal framing system painted color as per approved	592.00		sq.m										
<b>J.</b>	<b>Painting Works</b>													
J.1	Masonry Painting - Exterior wall (3 Coats)	555.00		sq.m										
J.2	Masonry Painting - Interior wall (3 Coats)	1,265.00		sq.m										
J.3	Masonry Painting - Ceiling (3 Coats)	732.00		sq.m										
<b>K.</b>	<b>Waterproofing</b>													
K.1	Waterproofing Cement/Liquid Base (3 Coats) - Roofdeck and Toilet	800.00		sq.m										
<b>L.</b>	<b>Tile Works</b>													
L.1	600 mm X 600 mm Unglazed Tiles	863.00		sq.m										
L.2	300 mm X 600mm Glazed Wall Tiles	101.00		sq.m										
<b>M.</b>	<b>Signage</b>													
M.1	TESDA Signage	1.00		Ls										

ITEM NO.	DESCRIPTION	QUANTITY	DIRECT UNIT COST	UNIT	ESTIMATED DIRECT COST (5) (3) x (4)	MARK-UPS IN PERCENT		TOTAL MARK-UP		VAT (5%) (10) 5% (8+9)	TOTAL INDIRECT COST (11) (9) + (10)	ADJUSTED TOTAL COST (12) (6) + (11)	%	ADJUSTED UNIT COST (13) (12) / (3)
						OCM (6) 0.12	PROFIT (7) 0.08	% (8) (6) + (7)	VALUE (9) (5) x (8)					
<b>N.</b>	<b>Doors</b>													
N.1	Double swing glass door with complete accessories (D-01)	2.00		set										
N.2	Stainless steel shutter/roll-up door (D-02)	2.00		set										
N.3	Double swing glass door with complete accessories (D-03)	5.00		set										
N.4	Single swing glass door with complete accessories (D-04)	2.00		set										
N.5	Single swing wood panel door with complete accessories (D-05)	2.00		set										
N.6	Single swing wood panel door with clear glass peep area with complete accessories (D-06)	2.00		set										
N.7	Single swing metal louvered door with complete accessories (D-07)	1.00		set										
N.8	Single swing uPvc flush door with complete accessories (D-08)	4.00		set										
N.9	Single swing uPvc flush door with complete accessories (D-09)	2.00		set										
N.10	Toilet Partition plastic laminated door with complete accessories (D-10)	8.00		set										
N.11	Single Swing Pre-Fabricated Steel door with complete accessories (D-11)	2.00		set										
N.12	Accordion folding door with complete accessories (D-12)	1.00		set										
<b>O.</b>	<b>Windows (Tempered Glass 6mm thick)</b>													
O.1	Fixed glass panel (3000mm x 3600mm) (W-01)	2.00		set										
O.2	Mixed awning and fixed window (2400mm x 900mm) (W-02)	8.00		set										
O.3	Mixed awning and fixed window (3000mm x 900mm) (W-03)	12.00		set										
O.4	Awning window (1200mm x 800mm) (W-04)	9.00		set										
O.5	Awning window (800mm x 600mm) (W-05)	3.00		set										
O.6	Awning window (1800mm x 800mm) (W-06)	1.00		set										
O.7	Awning window (1800mm x 1200mm) (W-07)	2.00		set										
O.8	Awning window (1200mm x 1200mm) (W-08)	2.00		set										
O.9	Louvered window (1000mm x 800mm) (W-09)	6.00		set										
O.10	Mixed awning and fixed window (1600 x 600mm) (W-10)	4.00		set										
O.11	Mixed awning and fixed seamless window (1800mm x 600mm) (W-11)	2.00		set										
O.12	Mixed awning and fixed seamless window (1800mm x 600mm) (W-12)	1.00		set										
<b>P.</b>	<b>Glass Wall (Tempered Glass 12mm thick)</b>													
P.1	Exterior glass wall	60.00		sq.m										
P.2	Interior glass wall	130.00		sq.m										
<b>Q.</b>	<b>Canopy for Main Entrance</b>													
Q.1	Strut	360.00		kg										
Q.2	Truss	394.00		kg										
Q.3	Aluminum cladding with Metal Structure Accessories with roof gutter	1.00		Ls										
<b>R.</b>	<b>TESDA Symbol (Aluminum Composite Panel)</b>													
R.1	Aluminum Composite panel with complete accessories	1.00		Ls										

ITEM NO.	DESCRIPTION	QUANTITY	DIRECT UNIT COST	UNIT	ESTIMATED DIRECT COST (3) x (4)	MARK-UPS IN PERCENT		TOTAL MARK-UP		VAT (5%) (10) 5% (5+9)	TOTAL INDIRECT COST (11) (9) + (10)	ADJUSTED TOTAL COST (12) (5) + (11)	%	ADJUSTED UNIT COST (13) (12) / (3)
						OCM (6) 0.12	PROFIT (7) 0.08	% (8) (6) + (7)	VALUE (9) (5) x (8)					
<b>S.</b>	<b>Plumbing Works</b>													
S.1	Catch Basin, CHB	5.00		ea										
S.2	Sewer Line Works	1.00		ls										
S.3	Storm Drain and Downspout	1.00		ls										
S.4	Septic Vault	1.00		ls										
S.5	Plumbing Fittings	1.00		ls										
S.6	Cold Water Lines	1.00		ls										
S.7	Water tank	1.00		ls										
<b>T.</b>	<b>Electrical work</b>													
T.1	Lighting and Small Power Devices	1.00		ls										
T.2	Panelboard Assemblies	1.00		ls										
T.3	Fire Alarm & Public Address Systems	1.00		ls										
T.4	Voice/Data Systems	1.00		ls										
T.5	Security/CCTV System	1.00		ls										
T.6	Grounding and Lightning Protection	1.00		ls										
T.7	Cables, Conduits and Fittings	1.00		ls										
<b>U.</b>	<b>Other works</b>													
U.1	Brise Soleil/Sun Breakers	1.00		ls										
U.2	Stair Ladder to Roof Slab	1.00		ls										
U.3	Composite Stair with perimeter fence in balcony	1.00		ls										
U.4	Railings for fire exit, entry porch and stairs	105.00		l.m										
U.5	Polycarbonate Roofing for fire exit	15.00		sq.m										
U.6	HPL Toilet Partitioner and Urinal Partitioner (Brown)	35.00		sq.m										
U.7	Aluminum Perforated sheet at Fire exit	1.00		ls										
U.8	Canal with Grater	1.00		ls										
U.9	Stamp concrete finish	8.00		sq.m										
<b>TOTAL CONSTRUCTION COST</b>														



**BILL OF QUANTITIES**

Project Construction of Regional TVET Innovation Center for TESDA CARAGA Region at Agusan Del Sur School of Arts and Trades (ASSAT)

Date \_\_\_\_\_

Location ASSAT GDOP, Government Center Prosperidad, Agusan Del Sur

Total Project Duration \_\_\_\_\_

Appropriation \_\_\_\_\_

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Unit Price (Pesos)	Amount (Pesos)
<b>A.</b>	<b>Facilities for the Engineer</b>				
A.1	Temporary Facilities	8.00	Month	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
<b>B.</b>	<b>Other General Requirements</b>				
B.1	Occupational Safety and Health Program	8.00	Month	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
B.2	Project Dashboard	1.00	Ls	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
B.3	Permits and Clearances	1.00	Ls	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
<b>C.</b>	<b>Mobilization and Demobilization</b>				
C.1	Mobilization and Demobilization	1.00	Ls	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
<b>D.</b>	<b>Earthworks</b>				
D.1	Structure Excavation, Common Soil	370.00	cum	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
D.2	Embankment from Structure Excavation	310.00	cum	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
D.3	Embankment from Common Borrow by Equipment	376.00	cum	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
D.4	Gravel Bedding	64.00	cum	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
D.5	Soil Poisoning	40.00	L	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
<b>E.</b>	<b>Concrete Works (4000 psi) - Ready Mix Concrete (24 days)</b>				
E.1	Structural Concrete (Footing, Canopy and Slab on Fill, Footing Tie Beam, Column, Suspended Slab, Girder/Beam, Stairs, Wall footing, concrete pile)	606.00	cum	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
E.2	Ram on Fill with black tactile strip	12.00	cum	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
<b>F.</b>	<b>Rebar Works</b>				
F.1	Reinforcing Steel Bar, Grade 40	16900.00	kg	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
F.2	Reinforcing Steel Bar, Grade 60	85500.00	kg	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
<b>G.</b>	<b>Formworks</b>				
G.1	Installation and Removal of Formworks	2610.00	sq.m	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
<b>H.</b>	<b>Masonry Works</b>				
H.1	Masonry (100 mm CM8) - Interior wall	355.00	sq.m	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
H.2	Masonry (150 mm CM8) - Exterior wall and wall footing	555.00	sq.m	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
H.3	Plain Cement Plaster Finish	1820.00	sq.m	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :
H.4	Floor Topping	1620.00	sq.m	In words : Pesos : In figures : Php :	In words : Pesos : In figures : Php :

I Ceiling and Carpentry Works					
L.1	Acoustical Panel Ceiling framed with metal framing system painted color as per approved	252.00	sq.m	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
L.2	Hardiflex Ceiling Framed with Metal framing system painted color as per approved	592.00	sq.m	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
J Painting Works					
J.1	Masonry Painting - Exterior wall ( 3 Coats)	555.00	sq.m	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
J.2	Masonry Painting - Interior wall ( 3 Coats)	1265.00	sq.m	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
J.3	Masonry Painting - Ceiling (3 Coats)	732.00	sq.m	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
K Waterproofing					
K.1	Waterproofing Cement/Liquid Base (3 Coats) - Roofdeck and Toilet	600.00	sq.m	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
L Tile Works					
L.1	600 mm X 600 mm Unglazed Tiles	963.00	sq.m	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
L.2	300 mm X 600mm Glazed Wall Tiles	101.00	sq.m	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
M Signage					
M.1	TESDA Signage	1.00	ls	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
N Doors					
N.1	Double swing glass door with complete accessories (D-01)	2.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
N.2	Stainless steel shutter/roll-up door (D-02)	2.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
N.3	Double swing glass door with complete accessories (D-03)	5.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
N.4	Single swing glass door with complete accessories (D-04)	2.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
N.5	Single swing wood panel door with complete accessories (D-05)	2.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
N.6	Single swing wood panel door with clear glass peep area with complete accessories (D-06)	2.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
N.7	Single swing metal louvered door with complete accessories (D-07)	1.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
N.8	Single swing uPvc flush door with complete accessories (D-08)	4.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
N.9	Single swing uPvc flush door with complete accessories (D-08)	2.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
N.10	Toilet Partition plastic laminated door with complete accessories (D-10)	6.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
N.11	Single Swing Pre-Fabricated Steel door with complete accessories (D-11)	2.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :
N.12	Accordion folding door with complete accessories (D-12)	1.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :

O		Windows (Tempered Glass 6mm thick)					
O.1	Fixed glass panel (3000mm x 3600mm) (W-01)	2.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
O.2	Mixed awning and fixed window (2400mm x 600mm) (W-02)	8.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
O.3	Mixed awning and fixed window (3000mm x 600mm) (W-03)	12.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
O.4	Awning window (1200mm x 600mm) (W-04)	9.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
O.5	Awning window (600mm x 600mm) (W-05)	3.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
O.6	Awning window (1800mm x 600mm) (W-06)	1.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
O.7	Awning window (1800mm x 1200mm) (W-07)	2.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
O.8	Awning window (1200mm x 1200mm) (W-08)	2.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
O.9	Louvered window (1000mm x 600mm) (W-09)	6.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
O.10	Mixed awning and fixed window (1800 x 600mm) (W-10)	4.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
O.11	Mixed awning and fixed seamless window (1800mm x 600mm) (W-11)	2.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
O.12	Mixed awning and fixed seamless window (1800mm x 600mm) (W-12)	1.00	set	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
P		Glass wall (Tempered Glass 12mm thick)					
P.1	Exterior glass wall	60.00	sqm	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
P.2	Interior glass wall	130.00	sqm	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
Q		Canopy for Main Entrance					
Q.1	Strut	360.00	kg	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
Q.2	Truss	394.00	kg	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
Q.3	Aluminum cladding with Metal Structure Accessories with roof gutter	1.00	Ls	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
R		TERDA - Symbol (Aluminum Composite Panel)					
R.1	Aluminum Composite panel with complete accessories	1.00	Ls	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
S		Plumbing Works					
S.1	Catch Basin, CHB	5.00	ea	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
S.2	Sewer Line Works	1.00	Ls	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
S.3	Storm Drain and Downspout	1.00	Ls	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
S.4	Septic Vault	1.00	Ls	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
S.5	Plumbing Fixtures	1.00	Ls	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
S.6	Cold Water Lines	1.00	Ls	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		
S.7	Water tank	1.00	Ls	In words : Pesos : In figures: Php :	In words : Pesos : In figures: Php :		

T	Quantities and Unit			In words : Person : In figures: Php :	In words : Person : In figures: Php :	In words : Person : In figures: Php :
T.1	Lighting and Small Power Devices	1.00	Ls			
T.2	Panelboard Assemblies	1.00	Ls			
T.3	Fire Alarm & Public Address Systems	1.00	Ls			
T.4	Voice/Data Systems	1.00	Ls			
T.5	Security/CCTV System	1.00	Ls			
T.6	Grounding and Lightning Protection.	1.00	Ls			
T.7	Cables, Conduits and Fittings	1.00	Ls			
U	Other works					
U.1	Brief Soffit/Sun Breakers	1.00	Ls			
U.2	Stair Leader to Roof Slab	1.00	Ls			
U.3	Composite Slab with perimeter fence in balcony	1.00	Ls			
U.4	Partings for fire exit, entry porch and stairs	105.00	Lin			
U.5	Polyurethane Roofing for fire exit	15.00	sq.m			
U.6	HPL Toler Partitioner and Unifast Partitioner (Brown)	35.00	sq.m			
U.7	Aluminium Perforated Sheet at Fire exit	1.00	Ls			
U.8	Canal with Grater	1.00	Ls			
U.9	Stamp concrete finish	8.00	sq.m			
<b>TOTAL CONSTRUCTION COST</b>						
						<b>P</b>



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	AS SUBMITTED	TOTAL COST	% TOTAL
A.	Feeding for the Engineer					
A.1	Temporary Facilities	8.00	Month			
B.	Other General Requirements					
B.1	Occupational Safety and Health Program	6.00	Month			
B.2	Project Bidward	1.00	Lt.			
B.3	Permits and Clearances	1.00	Lt.			
C.	Mobilization and Demobilization					
C.1	Structure Excavation, Common Soil	370.00	c.u.m.			
D.2	Embankment from Structure Excavation	310.00	c.u.m.			
D.3	Embankment from Common Borrow by Equipment	37.00	c.u.m.			
D.4	Gravel Bedding	44.00	c.u.m.			
D.5	Soil Forming	40.00	L			
E	Concrete Works (Ready Mix Concrete) (21 days)	808.00	c.u.m.			
E.1	Structural Concrete (Flooring, Canopy and slab on fill, footing, tie beam, column, suspended slab)	808.00	c.u.m.			
E.2	Form on fill with block, excite strip	12.00	c.u.m.			
F	Rebar Works					
F.1	Reinforcing Steel Bar, Grade 60	16900.00	kg			
F.2	Reinforcing Steel Bar, Grade 60	85500.00	kg			
G	Formworks					
G.1	Installation and Removal of Formworks	2610.00	sq.m			
H	Masonry Works					
H.1	Masonry (100 mm CM2) - Interior wall	355.00	sq.m			
H.2	Masonry (250 mm CM2) - Exterior wall and wall footing	555.00	sq.m			
H.3	Finish Concrete Finish	1620.00	sq.m			
H.4	Floor Topping	1620.00	sq.m			
I	Ceiling and Carpentry Works					
I.1	Acoustical Panel Ceiling framed with metal framing system painted color as per approved	252.00	sq.m			
I.2	Hardier Ceiling framed with metal framing system painted color as per approved	592.00	sq.m			
J	Painting Works					
J.1	Masonry Painting - Exterior wall (3 Coats)	555.00	sq.m			
J.2	Masonry Painting - Interior wall (3 Coats)	1265.00	sq.m			
J.3	Masonry Painting - Ceiling (3 Coats)	732.00	sq.m			
K.1	Waterproofing Cement/Liquid Base (3 Coats) - Footing and Tank	600.00	sq.m			
L	Tie Works					
L.1	500 mm x 600 mm Plywood Ties	963.00	sq.m			
L.2	300 mm x 600 mm Galvalume Ties	1071.00	sq.m			
M	Shoring					
M.1	TISA Shoring	1.00	Lt.			
N	Booms					
N.1	Double swing glass door with complete accessories (D-01)	2.00	set			
N.2	Stainless steel shutters/roll-up door (D-02)	2.00	set			
N.3	Double swing glass door with complete accessories (D-03)	5.00	set			
N.4	Single swing glass door with complete accessories (D-04)	2.00	set			
N.5	Single swing wood panel door with complete accessories (D-05)	2.00	set			
N.6	Single swing metal bouvered door with complete accessories (D-07)	1.00	set			
N.7	Single swing 90c flush door with complete accessories (D-08)	4.00	set			
N.9	Single swing 90c flush door with complete accessories (D-09)	2.00	set			
N.10	Single swing 90c flush door with complete accessories (D-10)	6.00	set			
N.11	Single swing 90c flush door with complete accessories (D-11)	2.00	set			
N.12	Acoustical folding door with complete accessories (D-12)	1.00	set			
O	Windows (Temporary Glass door only)					
O.1	Fixed glass panel (3000mm x 2600mm) (W-01)	2.00	set			
O.2	Mixed window and fixed window (2500mm x 600mm) (W-02)	8.00	set			
O.3	Mixed window and fixed window (3000mm x 600mm) (W-03)	12.00	set			
O.4	Airwing window (1200mm x 600mm) (W-04)	9.00	set			
O.5	Airwing window (600mm x 600mm) (W-05)	3.00	set			
O.6	Airwing window (1800mm x 600mm) (W-06)	1.00	set			
O.7	Airwing window (1200mm x 1200mm) (W-07)	2.00	set			
O.8	Airwing window (1200mm x 1200mm) (W-08)	2.00	set			
O.9	Lowered window (1200mm x 600mm) (W-09)	6.00	set			
O.10	Mixed window and fixed window (1800 x 600mm) (W-10)	4.00	set			
O.11	Mixed window and fixed window (1800mm x 600mm) (W-11)	2.00	set			
O.12	Mixed window and fixed window (1800mm x 600mm) (W-12)	1.00	set			
P	Exterior glass wall					
P.1	Exterior glass wall	60.00	sq.m			
P.2	Interior glass wall	130.00	sq.m			
Q	Canopy for Main Entrance					
Q.1	Steel	350.00	kg			
Q.2	Truss	394.00	kg			
Q.3	Aluminum cladding with Metal Structure Accessories with roof gutter	7.00	Lt.			
R	TISA - Symbol (Aluminum Composite Panel)					
R.1	Aluminum Composite panel with complete accessories	1.00	Lt.			
S	Painting Works					
S.1	Paints, Primer, Sealer	5.00	kg			
S.2	Sealer, Primer and Downpout	1.00	Lt.			
S.4	Septic Wash	1.00	Lt.			
S.5	Plumbing Fixtures	1.00	Lt.			
S.6	Cold Water Lines	1.00	Lt.			
S.7	Water Tank	1.00	Lt.			
T	Electrical work					
T.1	Lighting and Small Power Devices	1.00	Lt.			
T.2	Panelboard Assemblies	1.00	Lt.			

Project	Construction of Regional TVEI Innovation Center for Arts and Trades (ASAT)
Location	ASAT CAMP, Government Center Precinct, Agusan Del Sur
Appropriation	Total Project Duration

T.3	Fire Alarm & Public Address Systems	1.00	Ls		
T.4	Voice/Data Systems	1.00	Ls		
T.5	Security/CCTV System	1.00	Ls		
T.6	Grounding and Lightning Protection	1.00	Ls		
T.7	Cables, Conduits and Fittings	1.00	Ls		
U	Other works				
U.1	Bribe Soffit/Sun Breakers	1.00	Ls		
U.2	Stair Ladder to Roof Slab	1.00	Ls		
U.3	Composite Stair with perimeter fence in balcony	1.00	Ls		
U.4	Railings for fire exit, entry porch and stairs	105.00	Lm		
U.5	Polycarbonate Roofing for fire exit	35.00	sq.m		
U.6	HPL Toilet Partitioner and Urinal Partitioner (Brown)	35.00	sq.m		
U.7	Aluminium Perforated sheet at Fire exit	1.00	Ls		
U.8	Canal with Grates	1.00	Ls		
U.9	Stamp concrete finish	8.00	sq.m		
		<b>TOTAL CONSTRUCTION COST</b>			

AS SUBMITTED	
A. Total Direct Cost	
B. OCM and Contractor's Profit	
C. Value Added Tax	
<b>D. TOTAL ESTIMATED COST</b>	

**PROJECT:** Construction of Regional TVET Innovation Center for TESDA CARAGA Region at Agusan Del Sur School of Arts and Trades (ASSAT)  
**SUBJECT:** Approved Budget for the Contract (ABC)  
**LOCATION:** ASSAT GDOP, Government Center Prosperidad, Agusan Del Sur  
**DATE:**

	ITEM	TOTAL COST
A.	Facilities for the Engineer	
B.	Other General Requirements	
C.	Mobilization and Demobilization	
D.	Earthworks	
E.	Concrete Works (4000 psi) - Ready Mix Concrete (14 days)	
F.	Rebar Works	
G.	Formworks	
H.	Masonry Works	
I.	Ceiling and Carpentry Works	
J.	Painting Works	
K.	Waterproofing	
L.	Tile Works	
M.	Signage	
N.	Doors	
O.	Windows (Tempered Glass 6mm thk)	
P.	Glass wall (Tempered Glass 12mm thk)	
Q.	Canopy for Main Entrance	
R.	TESDA - Symbol (Aluminum Composite Panel)	
S.	Plumbing Works	
T.	Electrical work	
U.	Other works	

**TOTAL CONSTRUCTION COST**

**TOTAL ESTIMATED COST**  
**SAY**  
**Price/Sq.M.**

## ***Section IX. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (d) Owner's Certificate of Acceptance or Constructors Performance Evaluation System (CPES) Rating; **and**
- (e) Philippine Contractors Accreditation Board (PCAB) License;  
**or**  
Special PCAB License in case of Joint Ventures and registration for the type and cost of the contract to be bid; **and**
- (f) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (g) Project Requirements, which shall include the following:
  - a. Organizational chart for the contract to be bid;
  - b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
  - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (h) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (i) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

**Class "B" Documents**

- (j) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

- (k) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

- (l) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (m) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (n) Cash Flow by Quarter.

**Note:**

1. *In case of inconsistency between the Checklist of Technical and Financial Documents for bidders and the provisions in the Instructions to Bidders, Bid Data Sheet and Specifications, the Instructions to Bidders, Bid Data Sheet and Specifications shall prevail.*
2. *In order to facilitate efficiency in evaluating all the documents submitted by the prospective bidder/supplier, we encourage all prospective bidders to put tabs in all documents to be submitted with the same number as indicated in this Checklist of Technical and Financial Document*

## STATEMENT OF (i) ONGOING CONTRACTS (ii) AWARDED BUT NOT YET STARTED CONTRACTS

This is to certify that \_\_\_\_\_ (company) \_\_\_\_\_ has the following ongoing and awarded but not yet started contracts:

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
<b>Total Cost</b>								

\_\_\_\_\_  
Name and Signature of  
Authorized Representative

\_\_\_\_\_  
Date

**\*Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
  - i. The day before the deadline of submission of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d) "Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representation.

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID**

This is to certify that \_\_\_\_\_ (company) \_\_\_\_\_ has the following completed contracts within five (5) years prior to the date of submission and receipt of bids, a contract similar to the Project

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Date Started c. Date of Completion
			Description	%		

\_\_\_\_\_  
Name and Signature of  
Authorized Representative

\_\_\_\_\_  
Date

**\* Instructions:**

a) Cut-off date as of:

(i) Up to the day before the deadline of submission of bids.

b) In the column under "Dates" indicate the dates of Delivery/ End-user's Acceptance and Official Receipt.

c) "Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand.

d) Copy of any of the following documents must be attached to this Statement:

1. Constructor's Certificate of Performance Evaluation System (CPES) Final Rating which must be Satisfactory; or
2. Certificate of Acceptance; or
3. Owner's Certificate of Completion



**(Bidder's Client's Company Letterhead)**

**CERTIFICATE OF PERFORMANCE EVALUATION**

This is to certify that           (NAME OF BIDDER)           has contracted and performed with our company/ agency the           Name of Contract/Works          .

Based on our evaluation on quality of service delivered, time management, management and suitability of personnel, contract administration and management, and provision of regular progress reports, we give           (NAME OF BIDDER)           a rating of:

- EXCELLENT**
- VERY SATISFACTORY**
- SATISFACTORY**
- POOR**

This Certification shall form part of the Technical Documentary Requirements in line with           (NAME OF BIDDER)           participation for **Construction of Regional TVET Innovation Center for TESDA CARAGA Region at Agusan Del Sur School of Arts and Trades (ASSAT)**

Issued this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Name of Company (Bidder's Client)

\_\_\_\_\_  
Signature over Printed Name of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tel./Fax No.

## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION** Project Identification No.: *[Insert number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

#### **[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

Pursuant to GPPB Resolution No. 16-2020 dated 16 September 2020

## QUALIFICATION OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

		<b>Project Manager</b>	<b>Project Engineer/ Architect</b>	<b>Electrical Engineer</b>	<b>Material Engineer</b>	<b>Safety Officer</b>	<b>Foreman</b>	<b>Skilled Labor</b>
1	Name							
2	Address							
3	Date of Birth							
4	Employed since							
5	Experience							
6	Education							
7	PRC License (as applicable)							

Note: Kindly attach the documents required in Instructions to Bidders (ITB) Clause 10.4 under Section III (Bid Data Sheet) of the Bidding Documents.

Submitted by : \_\_\_\_\_ (Printed Name and Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

**LIST OF EQUIPMENT, OWNED, OR LEASED AND/OR UNDER PURCHASE AGREEMENTS, PLEDGED TO THE PROPOSED CONTRACT**

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

DESCRIPTION	MODEL/ YEAR	CAPACITY/ PERFORMANCE/ SIZE	PLATE NO.	MOTOR NO./ BODY NO.	LOCATION	CONDITION	PROOF OF OWNERSHIP/ LESSOR OR VENDOR
<b>A. Owned</b>							
i.							
ii.							
iii.							
<b>B. Leased</b>							
i.							
ii.							
iii.							
<b>C. Under Purchase Agreements</b>							
i.							
ii.							
iii.							

Submitted by : \_\_\_\_\_ (Printed Name and Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

## **BIO-DATA**

### **PERSONAL DATA**

Name : \_\_\_\_\_  
Date of Birth : \_\_\_\_\_  
Nationality : \_\_\_\_\_  
Marital Status : \_\_\_\_\_  
Permanent Address : \_\_\_\_\_

### **EDUCATIONAL QUALIFICATIONS**

<b>EDUCATION</b>	<b>SCHOOL/INSTITUTION</b>	<b>INCLUSIVE DATES</b>
Primary		
Secondary		
Tertiary		
Post Grad.		

### **PROFESSIONAL QUALIFICATIONS**

**Membership in Professional Institutions:**

<b><u>NAME OF INSTITUTION</u></b>	<b><u>ADDRESS</u></b>

**Work Experiences (Listed in descending chronological order)**

**Present/Most Recent Assignment:**

<b>INCLUSIVE DATES</b>	<b>COMPANY</b>	<b>POSITION/ DESIGNATION</b>	<b>BRIEF DESCRIPTION OF DUTIES AND RESPONSIBILITIES</b>

**Note: For Licensed Engineers/Architects, please attach a certified true copy of valid and current copy of the PRC license.**

CERTIFIED TRUE AND CORRECT:

\_\_\_\_\_  
(NAME AND SIGNATURE)

## OMNIBUS SWORN STATEMENT (REVISED)

[shall be submitted with the Bid]

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

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

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

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

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

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_\_ at \_\_\_\_\_, Philippines.

**[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]**

**[Insert signatory's legal capacity]**

**Affiant**

**[Jurat]**

**[Format shall be based on the latest Rules on Notarial Practice]**

*\*The identification card shall be at least one of the acceptable proofs of identity as identified under the provisions of the 2014 Rules on Notarial Practice*

*\*Sec. 12. Competent Evidence of Identity — The phrase "competent evidence of identity" refers to the identification of an individual based on:*

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;*

*The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by TESDA.*



## JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This JOINT VENTURE AGREEMENT (hereinafter referred to as the "Agreement"), entered into this \_\_\_\_\_ day \_\_\_\_\_ of 20\_\_ at \_\_\_\_\_ City, Philippines by and among:

\_\_\_\_\_, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

- and -

\_\_\_\_\_, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

- and -

\_\_\_\_\_ a foreign corporation organized and existing under and by virtue of the laws of \_\_\_\_\_, represented by its \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_";

(Henceforth collectively referred to as the "**Parties**")

### WITNESSETH: That

**WHEREAS**, the Technical Education and Skills Development Authority (TESDA) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of \_\_\_\_\_ for the \_\_\_\_\_;

**WHEREAS**, the parties have agreed to pool their resources together to form the "\_\_\_\_\_ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of TESDA-CO;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

**ARTICLE I  
ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation — The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name — The name and style under which the JV shall be conducted is “ \_\_\_\_\_ ”;

SECTION 3. Principal Place of Business — The JV shall maintain its principal place of business at \_\_\_\_\_;

SECTION 4. Preparation and Documentation — The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the \_\_\_\_\_ in all biddings, related procurement transactions and other official dealings that it shall enter into with the TESDA-CO and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to TESDA-CO, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination

**ARTICLE II  
PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the TESDA-CO Bids and Awards Committee for the supply and delivery of \_\_\_\_\_ for the \_\_\_\_\_.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to TESDA-CO, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III  
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the TESDA-CO, and all other related activities/obligations, as described in Article II hereof, - the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV  
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution — The Parties shall contribute the amount of \_\_\_\_\_ (Php \_\_\_\_\_) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P .00
B.	-	<u>P .00</u>
TOTAL		P .00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing — The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions — Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss — In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

**ARTICLE V  
MISCELLANEOUS PROVISIONS**

**SECTION 1.** The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the TESDA-CO in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

**SECTION 2.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective-successors and assigns.

**SECTION 3.** The Parties herein are duly represented by their authorized officers.

**SECTION 4. Governing Law -** This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the Philippines.

**IN WITNESS WHEREOF,** the parties have set their hands and affixed their signatures on the date and place first above-stated.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of \_\_\_\_\_ (indicate also the Province in the case of Municipality), this \_\_\_\_\_ day of \_\_\_\_\_ month & year) personally appeared the following:

Table with 2 columns: Name, ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of \_\_\_\_\_ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

NAME OF NOTARY PUBLIC
Serial No. of Commission \_\_\_\_\_
Notary Public for \_\_\_\_\_ until \_\_\_\_\_
Roll of Attorneys No. \_\_\_\_\_
PTR No. \_\_\_\_\_ [ date issued], [place issued]
IBP No. \_\_\_\_\_, [ date issued], [place issued]

Doc. No. \_\_\_\_\_
Page No. \_\_\_\_\_
Book No. \_\_\_\_\_
Series of \_\_\_\_\_
Note:

"Sec. 12. Competent Evidence of Identity — The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development

## Performance Securing Declaration (Revised)

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

## **Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)**

*[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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### **CONTRACT AGREEMENT**

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the "Entity") and *[name and address of Contractor]* (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called "the Works") and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Philippine Bidding Documents (PBDs);
    - i. Drawings/Plans;
    - ii. Specifications;
    - iii. Bill of Quantities;
    - iv. General and Special Conditions of Contract;
    - v. Supplemental or Bid Bulletins, if any;
  - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

*[Insert Name and Signature]*  
*[Insert Signatory's Legal Capacity]*

for:  
*[Insert Procuring Entity]*

*[Insert Name and Signature]*  
*[Insert Signatory's Legal Capacity]*

for:  
*[Insert Name of Supplier]*

**Acknowledgment**

*[Format shall be based on the latest Rules on Notarial Practice]*



**Bid Form for the Procurement of Infrastructure Projects**  
***[shall be submitted with the Bid]***

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**BID FORM**

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>1</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract

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<sup>1</sup> currently based on GPPB Resolution No. 09-2020

between us, until a formal Contract is prepared and executed; and

- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_  
Legal Capacity: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_  
Date: \_\_\_\_\_

