



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

BID DOCUMENTS

**Construction of Regional TVET
Innovation Center for TESDA
Region IV-B at Puerto Princesa
School of Arts and Trades (PPSAT) -
Rebidding**

TESDA-CO-2024-08

**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 REGION IV-B AT PUERTO PRINCESA SCHOOL OF ARTS
AND TRADES (PPSAT) - REBIDDING**

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 Region IV-B at Puerto Princesa School of Arts and Trades (PPSAT) - Rebidding**. 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 **1 July 2024**.
5. A complete set of Bidding Documents may be acquired by interested bidders beginning **1 July 2024** from the given address and website(s) below and upon payment of the applicable fees 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.

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 (Face to Face) on **9 July 2024 at 2:00 p.m.** at the **Gabriela 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.

Bidders are advised to send an email request to BAC Secretariat at bacsecretariat@tesda.gov.ph not later than 8 July 2024, together with the following details, in order to attend the Pre-Bid Conference:

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

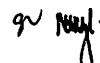
For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bidding requirements and who will prepare the documents for the bidder to minimize errors in the preparation of bids. The bidders' representative shall carefully 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 **23 July 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 **23 July 2024, 10:00 a.m.**, at the Gabriela 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. 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
3rd Floor, Procurement Division
TESDA Administration Building



East Service Road, South Luzon Expressway (SLEX)
Fort Bonifacio, Taguig City 1630
Telefax: (02) 8893-8296
E-mail: bacsecretariat@tesda.gov.ph

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

Date of Issue: 28 June 2024


DDG VIDAL D. VILLANUEVA III
BAC Chairperson *gr*
may

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 Region IV-B at Puerto Princesa School of Arts and Trades (PPSAT) - Rebidding** with identification number **TESDA-CO-2024-08**.

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 Region IV-B at Puerto Princesa School of Arts and Trades (PPSAT) – Rebidding** in the amount of **Forty Million Pesos (P40,000,000.00)**.

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 **9 July 2024 at 2:00 p.m.**, at the **Gabriela 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** 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 November 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.

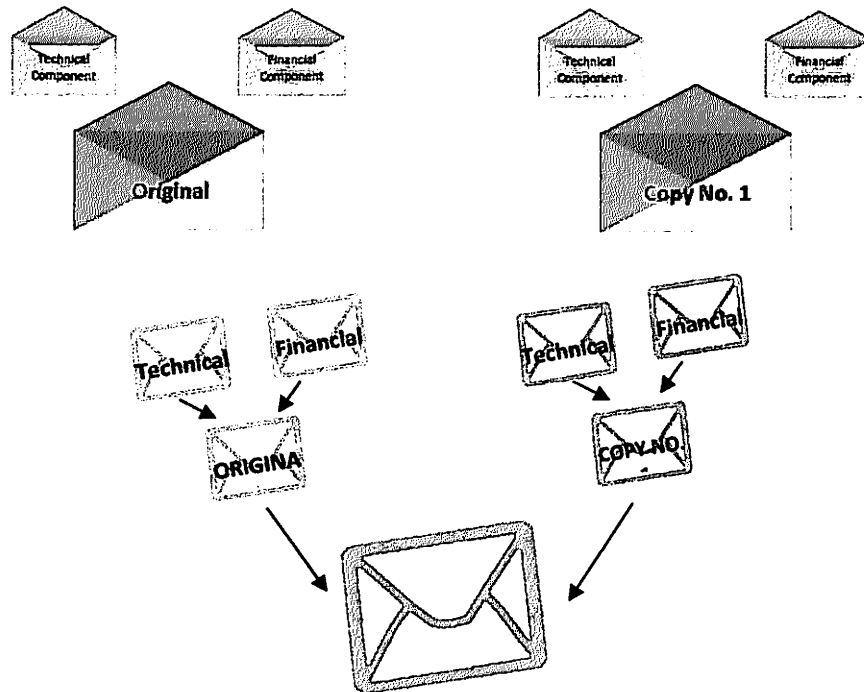
As for the sealing and marking of the envelopes, the Bidder may use the following guides:

- 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 abovementioned 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</p> <p>BIDDER'S NAME _____</p> <p>BIDDER'S ADDRESS _____</p> <p>_____</p> <p>PROCUREMENT PROJECT TITLE _____</p> <p>BIDDING REFERENCE NUMBER _____</p> <p>TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY East Service Road, South Luzon Expressway Fort Bonifacio, Taguig City, 1630</p>	<p>BIDDER: _____ COPY NO. 1</p> <p>BIDDER'S NAME _____</p> <p>BIDDER'S ADDRESS _____</p> <p>_____</p> <p>PROCUREMENT PROJECT TITLE _____</p> <p>BIDDING REFERENCE NUMBER _____</p> <p>TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY East Service Road, South Luzon Expressway Fort Bonifacio, Taguig City, 1630</p>
<p>BIDDER: _____ ORIGINAL - TECHNICAL COMPONENT</p> <p>BIDDER'S NAME _____</p> <p>BIDDER'S ADDRESS _____</p> <p>_____</p> <p>PROCUREMENT PROJECT TITLE _____</p> <p>BIDDING REFERENCE NUMBER _____</p> <p>TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY East Service Road, South Luzon Expressway Fort Bonifacio, Taguig City, 1630</p>	<p>BIDDER: _____ COPY NO. 1 - TECHNICAL COMPONENT</p> <p>BIDDER'S NAME _____</p> <p>BIDDER'S ADDRESS _____</p> <p>_____</p> <p>PROCUREMENT PROJECT TITLE _____</p> <p>BIDDING REFERENCE NUMBER _____</p> <p>TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY East Service Road, South Luzon Expressway Fort Bonifacio, Taguig City, 1630</p>
<p>BIDDER: _____ ORIGINAL - FINANCIAL COMPONENT</p> <p>BIDDER'S NAME _____</p> <p>BIDDER'S ADDRESS _____</p> <p>_____</p> <p>PROCUREMENT PROJECT TITLE _____</p> <p>BIDDING REFERENCE NUMBER _____</p> <p>TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY East Service Road, South Luzon Expressway Fort Bonifacio, Taguig City, 1630</p>	<p>BIDDER: _____ COPY NO. 1 - FINANCIAL COMPONENT</p> <p>BIDDER'S NAME _____</p> <p>BIDDER'S ADDRESS _____</p> <p>_____</p> <p>PROCUREMENT PROJECT TITLE _____</p> <p>BIDDING REFERENCE NUMBER _____</p> <p>TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY East Service Road, South Luzon Expressway Fort Bonifacio, Taguig City, 1630</p>



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17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 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 <u>General Building Construction</u> .																												
7.1	The Procuring Entity has prescribed that subcontracting is not allowed.																												
10.3	Valid and current Philippine Contractors Accreditation Board (PCAB) License with Classification/Category in General Building with Minimum License Category "A" and Minimum Size Range "Medium B", to bid for the Construction of Regional TVET Innovation Center for TESDA Region IV-B at Puerto Princesa School of Arts and Trades (PPSAT) - Rebidding (hereinafter referred to as the "WORKS"). The PCAB license must indicate "PCAB registered contractor for Government Projects."																												
10.4	The key personnel must meet the required minimum years of experience set below:																												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Key Personnel</th> <th style="width: 15%;">Years of Experience Required</th> <th style="width: 55%;">Qualifications/Documents Required</th> </tr> </thead> <tbody> <tr> <td>One (1) Project Manager</td> <td style="text-align: center;">5</td> <td> <ul style="list-style-type: none"> - Licensed Engineer / Architect - Curriculum Vitae, - Valid and Current Professional Identification Card issued by the Professional Regulation Commission (PRC) </td> </tr> <tr> <td>One (1) Project Engineer/ Architect</td> <td style="text-align: center;">5</td> <td> <ul style="list-style-type: none"> - Licensed Civil Engineer/Architect - Employment Certificate - Curriculum Vitae, Valid and Current Professional Identification Card issued by PRC. </td> </tr> <tr> <td>One (1) Electrical Engineer</td> <td style="text-align: center;">5</td> <td> <ul style="list-style-type: none"> - Licensed Electrical Engineer - Curriculum Vitae, - Certificate of Employment - Valid and Current Professional Identification Card issued by PRC. </td> </tr> <tr> <td>One (1) Material Engineer</td> <td style="text-align: center;">3</td> <td> <ul style="list-style-type: none"> - Curriculum Vitae, - Certificate of Employment - Valid and Current Professional Identification Card issued by PRC. </td> </tr> <tr> <td>Safety Officer</td> <td style="text-align: center;">5</td> <td> <ul style="list-style-type: none"> - Curriculum Vitae, - Certificate of Employment - Valid Certificate in Occupational and Health Safety Course. </td> </tr> <tr> <td>Foreman</td> <td style="text-align: center;">5</td> <td> <ul style="list-style-type: none"> - Curriculum Vitae, - Employment Certificate or TESDA National Certificate (NC II) </td> </tr> <tr> <td>Skilled Labors</td> <td style="text-align: center;">2</td> <td> <ul style="list-style-type: none"> - Employment Certificate or TESDA National Certificate (NC II) </td> </tr> <tr> <td>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	5	<ul style="list-style-type: none"> - Licensed Engineer / Architect - Curriculum Vitae, - Valid and Current Professional Identification Card issued by the Professional Regulation Commission (PRC) 	One (1) Project Engineer/ Architect	5	<ul style="list-style-type: none"> - Licensed Civil Engineer/Architect - Employment Certificate - Curriculum Vitae, Valid and Current Professional Identification Card issued by PRC. 	One (1) Electrical Engineer	5	<ul style="list-style-type: none"> - Licensed Electrical Engineer - Curriculum Vitae, - Certificate of Employment - Valid and Current Professional Identification Card issued by PRC. 	One (1) Material Engineer	3	<ul style="list-style-type: none"> - Curriculum Vitae, - Certificate of Employment - Valid and Current Professional Identification Card issued by PRC. 	Safety Officer	5	<ul style="list-style-type: none"> - Curriculum Vitae, - Certificate of Employment - Valid Certificate in Occupational and Health Safety Course. 	Foreman	5	<ul style="list-style-type: none"> - Curriculum Vitae, - Employment Certificate or TESDA National Certificate (NC II) 	Skilled Labors	2	<ul style="list-style-type: none"> - Employment Certificate or TESDA National Certificate (NC II) 	Unskilled Labor	N/A	N/A	
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ITB Clause	
	<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 Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than two percent (2%) of the ABC of each lot, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than five percent (5%) of the ABC of each lot if bid security is in Surety Bond.</p>
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.
20	<ul style="list-style-type: none"> • Proof of ongoing/outstanding contracts as identified in the Statement of Ongoing Contracts Awarded but Not Yet Started Contracts, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Notice of Award; (b) Contract/s or Purchase Order/s; (c) Notice to Proceed; and (d) Certificate of

ITB Clause	
	<p>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.</p> <ul style="list-style-type: none"> ● 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. <ul style="list-style-type: none"> * ● Latest Annual Income Tax Returns (BIR Form 1701 or 1702) as filed through the Electronic Filing and Payment System (eFPS). * ● Either of the following: <ul style="list-style-type: none"> ○ 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 ○ Percentage Tax Returns (Form 2551M) covering the previous six (6) months prior to the submission and opening of bids as filed thru eFPS <p>* Pursuant to BIR Revenue Regulations No. 03-2005 dated 16 February 2005.</p> <ul style="list-style-type: none"> ● 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. ● For verification purposes, the documents listed in Annex "A" of the PhilGEPS Certificate of Registration (Platinum Membership) must be submitted. ● Submission of evidences as proof of compliance with the bidder's actual offer, if applicable. ● 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.

ITB Clause	
	<ul style="list-style-type: none"> ● The veracity of the subscribed Omnibus Sworn Statement submitted in accordance with Sec. 25.3 of the 2016 IRR of RA 9184 may be subject to verification. If found to be non-compliant, this shall serve as ground for post-disqualification as specified in GPPB Circular No. 01-2008 dated 7 March 2008.
21	<p>The following documents shall be submitted by the winning bidder within ten (10) calendar days from receipt of the Notice of Award (NOA):</p> <ol style="list-style-type: none"> 1) Construction Schedule and S-curve; 2) Manpower Schedule; 3) Construction Methods 4) Equipment Utilization Schedule; 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 6) Program Evaluation and Review Technique (PERT)/Critical Path Method (CPM) <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"> 1) Construction Logistic Plan; 2) Daywork Labor Schedule; 3) Daywork Plan/Equipment Schedule; 4) Daywork Materials Schedule; 5) Organizational Chart; 6) Other necessary documents as requested by TESDA.

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 two hundred forty (240) 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 PPSAT for their own verification of the lot and shall attach a certificate of appearance from TESDA PPSAT following their site visitation.
7.2	<ol style="list-style-type: none"> 1. The Contractor shall issue a Certificate of Warranty to TESDA; 2. The warranty shall commence upon receipt of the Certificate of Acceptance for two (2) years and effective under a warranty period based on current industry standard or existing rules and regulations whichever is applicable; 3. Provision for construction materials with warranties above two (2) years must be itemized and completed with its specifications upon a written document separately; 4. Defects Liability Period: <ul style="list-style-type: none"> <u>One (1) year</u> from project completion up to final acceptance by the Procuring Entity 5. Warranty Period Against Structural Defects/Failures: <ul style="list-style-type: none"> Permanent Structures: <u>Fifteen (15) years</u>

GCC Clause	
	<p>6. The response time for technical assistance shall be within twenty-four (24) hours from receipt of Notice of Advice for uncompleted works, repairs, or modifications; and</p> <p>7. TESDA's Project Manager Unit 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 seven (7) calendar days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is ten percent (10%) of the amount of the next billing process.
13	TESDA may, upon written request by the Contractor, make an advance payment or mobilization fund not exceeding Fifteen Percent (15%) of the contract amount upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal 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 ONLY 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), S-Curve and progress photos to be submitted by the Contractor, verified and certified by TESDA's Project Management Unit or TESDA's authorized representative/Project Engineer:</p> <ol style="list-style-type: none"> 1. Progress Billing No. 1: ≥30% 2. Progress Billing No. 2: ≥20% 3. Progress Billing No. 3: ≥20% 4. Final Billing: 100%

GCC Clause	
	<p>Final Billing/Payment shall not be executed by TESDA prior approval of the following:</p> <ul style="list-style-type: none"> • 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; • Certificate of Completion; • Statement of Work Accomplished (SWA); • Contractor's Affidavit of Payment to Laborer & Materialmen; and • Progress Photos (Before, On-going, After) <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"> 1. Cumulative Value of the work previously certified and paid for; 2. Portion of the advance payment to be recouped for the period; 3. Retention Money; 5. Amount to cover third party liabilities if any; and, 6. Amount to cover uncorrected discovered defects in the works. <p>All billings shall be constantly be 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>

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

Section VI. Specifications

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><u>EXPECTED OUTPUT</u></p> <p>One (1) concrete two-storey with roof deck Regional TVET Innovation Center for TESDA Region IV-B at Puerto Princesa School of Arts and Trades (PPSAT) constructed in accordance with the approved detailed architectural, engineering designs, program of works and other technical plans.</p>	
<p><u>PROJECT DESCRIPTION</u></p> <p>The project refers to the construction of Regional TVET Innovation Center for TESDA Region IV-B at PPSAT with the following description:</p> <ol style="list-style-type: none"> a. The said innovation center has two floors and each floor has an area approximately of 500 sq.m. b. The proposed facilities for this project include meeting room, hot & cold kitchen Areas, display area, multipurpose hall, hotel type rooms and laundry area, learning resource area, computer room for research and development, lecture room, trainer’s room and among others. c. Facilities for utilities are electrical room and CCTV/security room and among others. Other spaces include building administration office, front desk, reception area, lobby, archive/supplies, bar café, etc. d. This two-storey with roof deck facility 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 compound at Rafols Road, Sta. Monica, Puerto Princesa City, Palawan. 	

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Specifications		Bidder's Statement of Compliance
SCOPE OF WORK		
<ul style="list-style-type: none"> 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. The enlisted item of works is the Program of Works (POW) that comprises the construction and completion of PPSAT Innovation Center, which generally include and limited to the following: 		
ITEM NO.	DESCRIPTION	
A.	Facilities for the Engineer	
A.1	Temporary Facilities	
B.	Other General Requirements	
B.1	Occupational Safety and Health Program	
B.2	Project Billboard	
B.3	Permits and Clearances	
C.	Mobilization and Demobilization	
C.1	Mobilization and Demobilization	
D.	Earthworks	
D.1	Structure Excavation, Common Soil	
D.2	Embankment from Structure Excavation	
D.3	Embankment from Common Borrow by Equipment	
D.3	Gravel Bedding	
D.5	Soil Poisoning	
E.	Concrete Works (4000 psi) - Ready Mix Concrete (14 days)	
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 tactile block/strip	
F.	Rebar Works	
F.1	Reinforcing Steel Bar, Grade 40	
F.2	Reinforcing Steel Bar, Grade 60	
G.	Formworks	
G.1	Installation and Removal of Formworks	
H.	Masonry Works	
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	

Specifications		Bidder's Statement of Compliance
ITEM NO.	DESCRIPTION	
I.	Ceiling and Carpentry Works	
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	
J.	Painting Works	
J.1	Masonry Painting - Exterior wall (3 Coats)	
J.2	Masonry Painting - Interior wall (3 Coats)	
J.3	Masonry Painting - Ceiling (3 Coats)	
K.	Waterproofing	
K.1	Waterproofing Cement/Liquid Base (3 Coats) - Roofdeck and Toilet	
L.	Tile Works	
L.1	600 mm X 600 mm Unglazed Tiles	
L.2	300 mm X 600mm Glazed Wall Tiles	
L.3	600 mm x 600 mm Granite Tiles	
M.	Signage	
M.1	TESDA Signage	
N.	Doors	
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 wood panel door with complete accessories (D-07)	
N.8	Single swing wood panel door with complete accessories (D-08)	
N.9	Single swing metal louvered door with complete accessories (D-09)	
N.10	Single swing uPvc flush door with complete accessories (D-10)	
N.11	Single swing uPvc flush door with complete accessories (D-11)	
N.12	Toilet Partition plastic laminated door with complete accessories (D-12)	
N.13	Single Swing Pre-Fabricated Steel door with complete accessories (D-13)	
N.14	Single swing uPvc flush door with complete accessories (D-14)	

Specifications		Bidder's Statement of Compliance
ITEM NO.	DESCRIPTION	
O	Windows (Tempered Glass 6mm thk)	
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	Fixed glass panel (3000mm x 4200mm) (W-12)	
P	Glass wall (Tempered Glass 12mm thk)	
P.1	Exterior glass wall	
P.2	Interior glass wall	
Q	Canopy for Main Entrance	
Q.1	Strut	
Q.2	Truss	
Q.3	Aluminum cladding with Metal Structure Accessories with roof gutter	
R	TESDA - Symbol (Aluminum Composite Panel)	
R.1	Aluminum Composite panel with complete accessories	
S	Plumbing Works	
S.1	Catch Basin, CHB	
S.2	Sewer Line Works	
S.3	Storm Drain and Downspout	
S.4	Septic Vault	
S.5	Plumbing Fixtures	
S.6	Cold Water Lines	
S.7	Water tank	
T	Electrical work	
T.1	Lighting and Small Power Loads	
T.2	Panelboard Assemblies and Distribution System	
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	

Specifications		Bidder's Statement of Compliance
ITEM NO.	DESCRIPTION	
U	Other works	
U.1	Brise Soleil/Sun Breakers	
U.2	Column Cladding (FIVE Columns)	
U.3	Stair Ladder to Roof Slab	
U.4	Composite Stair with perimeter fence in balcony	
U.5	Railings for fire exit, entry porch and stairs	
U.6	Polycarbonate Roofing for fire exit	
U.7	HPL Toilet Partitioner and Urinal Partitioner (Brown)	
U.8	Aluminum Perforated sheet at Fire exit	
U.9	Canal with Grater	
U.10	Stamp concrete finish	
<ul style="list-style-type: none"> ● 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. ● 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 PPSAT Innovation Center. This, however, will be subject to inspection for validation and compliance by representatives/personnel of the approved TESDA Inspection Team. 		
<u>RESPONSIBILITIES OF THE CONTRACTOR</u>		
<ol style="list-style-type: none"> 1. 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; 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; 		

Specifications	Bidder's Statement of Compliance
<p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>7. The CONTRACTOR shall coordinate with the TESDA regarding the scheduling of delivery and installation of all owner-furnished materials and equipment during construction;</p> <p>8. The CONTRACTOR shall ensure that the materials to be used for the construction are of good quality and subject to inspection by TESDA;</p> <p>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);</p> <p>10. The CONTRACTOR shall provide soil filling, grading and other soil protection measures of the building and other elements of the site, in response to the results of soil testing and materials testing;</p>	

Specifications	Bidder's Statement of Compliance
<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> <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>	

Specifications	Bidder's Statement of Compliance
<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"> 23.1 Gantt Chart; 23.2 S-Curve; 23.3 Critical Path Method and Program Evaluation Review Technique (CPM/PERT); 23.4 Construction Logistic Plan; 23.5 Manpower Utilization Schedule; 23.6 Equipment Utilization Schedule; 23.7 Daywork Labor Schedule; 23.8 Daywork Plan/Equipment Schedule; 23.9 Daywork Materials Schedule; 23.10 Organizational Chart; 23.11 Construction Method; 23.12 Construction Safety and Health program approved by DOLE; 23.13 Other necessary documents as requested by TESDA; <p>24. The CONTRACTOR shall secure all necessary Building Permits, Fees as Applicable, and Clearances prior to construction;</p>	

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Specifications	Bidder's Statement of Compliance
<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"> a. Structural b. Mechanical c. Electrical d. Electronics / Auxiliary e. Plumbing and Sanitary f. Fire Protection <p>26. The CONTRACTOR, as part of the requirements, must submit pictures taken before, ongoing, and after the construction during progress billing and final billing.</p> <p>27. The CONTRACTOR shall prepare and submit as-built plans upon the completion of the project or as required by TESDA.</p> <p>28. 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> <ul style="list-style-type: none"> 26.1 Statement of Work Accomplished; 26.2 S-Curve; and 26.3 Progress Photos <p>29. 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>30. 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>	