

Specifications	Bidder's Statement of Compliance
<p>31. The CONTRACTOR shall route the construction log book for reference;</p> <p>32. 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>33. 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>34. 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>35. Under no circumstances shall a CONTRACTOR proceed to commence work under any Change Order or Extra Work Order unless it has been approved by the TESDA;</p> <p>36. 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"> 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 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"> i. An extension of time for any such delays under Section 10 of Annex "E" of R-1RR (RA 9184); or ii. Original project cost. 	

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<p>37. 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"> 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 b. When time is of the essence Rectification of punch-listing works to be inspected and issued by TESDA; 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. 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; <p>38. 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>39. 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>40. 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> <p>41. 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>	

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<p>42. 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>43. 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>44. No employer-employee relationship shall arise between the CONTRACTOR and/or its workers on one hand and TESDA on the other;</p> <p>45. 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>46. 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><u>IMPLEMENTATION PROVISIONS</u></p> <p>I. General Implementation Provision</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, 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</p>	

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<p>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 ten (10) calendar days 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 & 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"> ● 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. ● Shop Drawings. This shall be prepared by the Contractor if there where 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. <p>II. Specific Implementation provision</p> <p>A. Facilities for the Engineer</p> <p>It specifies the requirements for temporary services and facilities, including utilities, construction and support</p>	

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<p>facilities, security and protection, subject to the approval of the TESDA PPSAT and the Resident Engineer with the clearance of the assigned Focal on the TESDA PROJECT MANAGEMENT TEAM.</p> <p>B. Other General Requirements</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>C. Mobilization and Demobilization</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 shall be coordinated with the Resident Engineer for proper documentation.</p>	

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<p>D. Earthworks</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 the detailed specification and in conformity with lines, grades and dimension shown on the Approved Plans.</p> <p>E. Concrete Works (4000 psi) - Ready Mix Concrete (14 days)</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>F. Rebar Works</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>G. Formworks</p> <p>This Scope of work shall consist of designing, constructing and removing forms and falsework to temporarily support concrete, girders and other structural elements until the structure is completed to the point it can support itself.</p> <p>H. Masonry Works</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</p>	

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<p>miscellaneous items required for a complete masonry job in accordance with Plans and specification.</p> <p>I. Ceiling and Carpentry Works</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>J. Painting Works</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>K. Waterproofing</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>L. Tile Works</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>M. Signage</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 TESDA PROJECT MANAGEMENT TEAM.</p> <p>N. Doors</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</p>	

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<p>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>O. Windows (Tempered Glass 6mm thk)</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>P. Glass wall (Tempered Glass 12mm thk)</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>Q. Canopy for Main Entrance</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>R. TESDA - Symbol (Aluminum Composite Panel)</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 dimensions and coordinate with field conditions. Notify TESDA RESIDENT ENGINEER for discrepancies or changes needed to satisfy the requirements of the construction to be reported to TESDA PROJECT MANAGEMENT TEAM.</p> <p>b. This Scope of works of this type shall all conform and vary on actual dimensions on the site. Samples from the</p>	

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<p>Contractor's specialty supplier shall be forwarded to Resident Engineer for evaluation and approval of TESDA PROJECT MANAGEMENT TEAM.</p> <p>S. Plumbing Works</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 & specifications and shall be forwarded to TESDA PROJECT MANAGEMENT TEAM from the Resident Engineer prior to its approval upon installation.</p> <p>T. Electrical work</p> <p>a. This Scope of work shall construct all electrical and power supply system of the building in accordance with the plans & specifications and shall be forwarded to TESDA PROJECT MANAGEMENT TEAM from the Resident Engineer prior to its approval upon installation.</p> <p>b. Fire Alarm & Public Address System; Voice/Data Systems; Security/CCTV System; and Grounding & Lighting Protection. This scope of works must be closely coordinated with the Resident Engineer to address all of its concern to TESDA PROJECT MANAGEMENT TEAM.</p> <p>U. Other works</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 TESDA PROJECT MANAGEMENT TEAM.</p>	

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<p>IMPLEMENTATION ARRANGEMENT</p> <p>1. PROJECT MANAGEMENT UNIT</p> <ol style="list-style-type: none"> 1. Provide overall monitoring of the project status; 2. Recommend approval/disapproval of variations/supplemental/change orders/extra work orders based on technical evaluation of Project Engineering Team for the Director General's approval; 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 & with attach photo documentation submitted by the Regional Director; 4. Approve inspection report prepared by the Project Engineering Team; 5. Monitor implementation of the project according to approved technical plans and specifications; 6. Review and recommend approval/disapproval of request for variations, extra work and/or supplemental work; 7. Act on request for inspection; 8. Coordinate closely with the TESDAs' Resident Engineers; 9. Evaluate Final Completion Report; 10. Conduct spot inspection and monitoring as needed; and 11. Perform other tasks and functions relevant to the projects. <p>2. REGIONAL DIRECTOR</p> <ol style="list-style-type: none"> 1. Monitor the on-site implementation of the project; 2. Provides recommendations to the PMU issues and concerns that may arise during construction implementation; 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; 4. Endorses to the PMU processing of payments for progress and final billings; and 5. Perform other tasks and function relevant to the project. 	

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<p>3. TTI PROJECT SITE ADMINISTRATORS</p> <ol style="list-style-type: none"> 1. Supervise and direct the TTI Resident Engineer; 2. Monitor and evaluate the following reports as submitted by the Designated TTI Resident Engineer; <ol style="list-style-type: none"> 2.1 Monthly Progress; 2.2 Weekly Status; 2.3 Billing; 2.4 Request for variation/change/extra works; 2.5 Inspection and Acceptance; 2.6 Final Completion; and 2.7 Other related reports. 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; 4. Through the Regional Director, recommends request for inspection on billing to PMU; 5. Conduct coordinated meetings with the contractors as required; and 6. Perform other tasks and functions relevant to the projects. <p>4. DESIGNATED TTI RESIDENT ENGINEERS</p> <ol style="list-style-type: none"> 1. Monitor the day to day implementation and progress of the project; 2. Assist the Contractor in securing permits and clearances; 3. Check compliance to technical plans and specifications; 4. Monitor the contractor adherence to Construction Safety and Health Program; 5. Coordinate with Project Site Administrator and PMU on technical aspect of the project that needs action; 6. Evaluate billing progress report prepared by the Contractor; 7. Conduct inspection with the inspection team; 8. Prepare Statement of Work Accomplished (SWA) and all required attachments for billing purposed; 9. Prepare and submit the following reports to PMU and copy furnish the TTI Project Site Administrator and the Regional Office (RO): 	

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<ul style="list-style-type: none"> ✓ Monthly Progress; ✓ Weekly Status; ✓ Billing; ✓ Request for variation/change/extra works; ✓ Inspection and Acceptance; ✓ Final Completion; and ✓ Other related reports. <p>10. Perform other related tasks and functions relevant to the projects.</p>	
<p><u>MISCELLANEOUS PROVISIONS</u></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 three (3) days 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> <p>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 Personal Protective Equipment (PPEs) such as hard hats, safety boots and goggles, uniforms or other safety gear</p>	

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<p>and identification cards to prevent accidents and for proper identification;</p> <ol style="list-style-type: none"> 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; 4. The Contractor shall strictly prohibit the use of polystyrene foam, such as Styrofoam, and plastic in the working area; 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; 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; 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 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. 	

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<p>SITE VISIT AND SITE CONDITION</p> <p>The CONTRACTOR shall be deemed to have visited, inspected and examined the Site and allow for all cost and expenditures 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"> 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; 2. Access and ingress and/or egress available to the Site; 3. Local conditions which may affect the Works; 4. Tidal floods, local and site drainage; 5. Extent of storage space and working space available; 6. Storage of Materials, position of stores, site office, and Plant; 7. Location of existing services; 8. Nearest point from which electricity and water supplies can be connected; 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; 10. Ground conditions, the sub-soil thereunder, and the water level; 11. Obtaining all necessary information as to all risks and contingencies relating to the carrying out of the Works on the Site; and, 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. <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>	

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<p>SITE INVESTIGATION REPORT</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>APPROVAL OF SITE OFFICE AND TEMPORARY BUILDING</p> <ol style="list-style-type: none"> 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; 2. The temporary buildings, with their contents, shall be maintained in clean and neat condition. 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 submitted within two (2) weeks 	

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<p>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>TEMPORARY HOARDING, PROJECT SIGNBOARDS AND THE LIKE</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>	

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<p>TEMPORARY LIGHTING, POWER, WATER AND OTHER CLEARANCES</p> <ol style="list-style-type: none"> 1. The CONTRACTOR shall provide at his own expense all necessary temporary lighting, electrical power, and water supply required for the Works; 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; 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; 4. The CONTRACTOR shall provide necessary clearances or fencing protection, and warning precautions to avoid damages for the installed temporary utilities; 5. The CONTRACTOR shall alter, adapt, and remove all temporary installation as and when directed by the Resident Engineer and make good thereafter; 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; 7. The CONTRACTOR shall pay all fees and charges to the relevant Authorities as required. 	

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<p>VIOLATIONS OF THE TERMS AND CONDITIONS</p> <ol style="list-style-type: none"> 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 Project; 2. TESDA shall have the right to declare this agreement rescinded and terminated after due notice upon failure of the CONTRACTOR as may be warranted by the circumstances, including forfeiture of performance bond and/or the filing of appropriate administrative, civil, or criminal charges against responsible persons; and, 3. If the CONTRACTOR shall violate any terms and conditions of this Project, 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 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
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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".

**Name of
Company/Bidder**

**Signature over Printed Name of
Authorized Representative**

Date



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".

**Name of
Company/Bidder**

**Signature over Printed Name of
Authorized Representative**

Date

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) Conformity with Section VI. Specifications; **and**
- (i) Conformity with Section VII. Drawings; **and**
- (j) Conformity with Section VIII. Bill of Quantities; **and**
- (k) 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

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

Class "B" Documents

- (m) 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

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

Other documentary requirements under RA No. 9184

- (o) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (p) 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**
- (q) 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>								
Total Cost								

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 Region IV-B at Puerto Princesa School of Arts and Trades (PPSAT)**

Issued this _____ day of _____ in _____, Philippines.

Name of Company (Bidder's Client)

Address

Tel./Fax No.

Signature over Printed Name of
Authorized Representative

E-mail Address

Bid Securing Declaration Form

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

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 : _____
 : _____

		Project Manager	Project Engineer/ Architect	Electrical Engineer	Material Engineer	Safety Officer	Foreman	Skilled Labor
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
A. Owned							
i.							
ii.							
iii.							
B. Leased							
i.							
ii.							
iii.							
C. Under Purchase Agreements							
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

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

PROFESSIONAL QUALIFICATIONS

Membership in Professional Institutions:

NAME OF INSTITUTION	ADDRESS

Work Experiences (Listed in descending chronological order)

Present/Most Recent Assignment:

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

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]

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 I. 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:

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]

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]

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 guidelines¹ 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

¹ 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: _____

Republic of the Philippines



Government Procurement Policy Board