

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
INFRASTRUCTURE
PROJECTS**

Government of the Republic of the Philippines

Repair of DOST-ASTI Building Exterior Wall Cracks

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID FOR REPAIR OF DOST-ASTI BUILDING EXTERIOR WALL CRACKS

1. The *Department of Science and Technology (DOST) – Advanced Science and Technology Institute (ASTI)*, through the *Republic Act 11936 Continuing Appropriations* intends to apply the sum of *Seven Hundred Seventy Thousand Pesos Only (₱770,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Repair of DOST-ASTI Building Exterior Wall Cracks*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DOST-ASTI* now invites bids for the above Procurement Project. Completion of the Works is *as specified in Section VI. Schedule of Requirements*. 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 *DOST-ASTI* and inspect the Bidding Documents at the address given below from *8:00 AM to 5:00 PM*.
5. A complete set of Bidding Documents may be acquired by interested bidders on **28 June 2024** from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **One Thousand Pesos Only (₱1,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or through electronic means*.
6. The *DOST-ASTI* will hold a Pre-Bid Conference on **05 July 2024, 09:00 AM** through videoconferencing/webcasting *via Microsoft Teams (see details below)*, which shall be open to prospective bidders.

<https://bit.ly/4cBfcw3>



7. Bids must be duly received by the BAC Secretariat through *manual submission* manual submission at the office address as indicated below, submission as indicated below, on or before **17 July 2024, 09:00 AM**. 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 **17 July 2024, 09:30 AM** at the given address below and/or via videoconferencing/webcasting *via Microsoft Teams (see details below)*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

<https://bit.ly/4biXAUW>



10. The **DOST-ASTI** 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Ms. KATHERINE BABARAN-RAMOS

Head, Secretariat

Bids and Awards Committee (BAC)

c/o Procurement Management Section

Finance and Administration Division

Advanced Science and Technology Institute

G/F DOST-ASTI Bldg., C.P. Garcia Ave., U.P. Campus

Diliman, Quezon City 1101

Email: **bac-sec@asti.dost.gov.ph**

Tel. No.: +63 2 8249-8500 loc. 1212/1214

www.asti.dost.gov.ph

12. You may visit the following websites, for downloading of Bidding Documents:

- a. DOST-ASTI website at <https://asti.dost.gov.ph/>; and
- b. PhilGEPS website at <https://notices.philgeps.gov.ph/>.

28 June 2024

Date of Issue

BAYANI BENJAMIN R. LARA
Chairperson, DOST-ASTI BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *DOST-ASTI* invites Bids for the ***Repair of DOST-ASTI Building Exterior Wall Cracks***, with Project Identification Number ***24-06-4872 dd. 27 June 2024***.

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 ***FY 2023 (Republic Act 11936 Continuing Appropriations)*** in the amount of ***Seven Hundred Seventy Thousand Pesos Only (₱770,000.00)***.

2.2. The source of funding is:

- a. NGA, ***the General Appropriations Act or Special 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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.
 - a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time 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 special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and

specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

15. Bid Security

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

15.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days from the date of opening of bids*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 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	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p style="margin-left: 40px;"><i>a. Repair of Exterior Wall Cracks;</i></p> <p style="margin-left: 40px;"><i>b. completed within three (3) years, specifically, from 17 July 2021 to 16 July 2024 prior to the deadline for the submission and receipt of bids.</i></p>																		
7.1	<i>No further instruction.</i>																		
10.3	<i>No further instruction.</i>																		
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: left;"><u>General Experience</u></th> <th style="text-align: left;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td><i>Civil Engineer</i></td> <td><i>3 Years</i></td> <td><i>General Construction</i></td> </tr> <tr> <td><i>Project Manager</i></td> <td><i>5 Years</i></td> <td><i>General Construction</i></td> </tr> <tr> <td><i>Project Supervisor</i></td> <td><i>3 Years</i></td> <td><i>General Construction</i></td> </tr> <tr> <td><i>Safety Officer</i></td> <td><i>3 Years</i></td> <td><i>General Construction</i></td> </tr> <tr> <td><i>Foreman</i></td> <td><i>3 Years</i></td> <td><i>General Construction</i></td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	<i>Civil Engineer</i>	<i>3 Years</i>	<i>General Construction</i>	<i>Project Manager</i>	<i>5 Years</i>	<i>General Construction</i>	<i>Project Supervisor</i>	<i>3 Years</i>	<i>General Construction</i>	<i>Safety Officer</i>	<i>3 Years</i>	<i>General Construction</i>	<i>Foreman</i>	<i>3 Years</i>	<i>General Construction</i>
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<i>Foreman</i>	<i>3 Years</i>	<i>General Construction</i>																	
10.5	<p>The minimum major equipment requirements are the following:</p> <p><i>Personal Protective Equipment (PPE)</i> <i>Tool and Equipment Safety</i> <i>Chemical Handling</i> <i>Other equipment necessary for the conduct of repair</i></p>																		
12	<i>No further instruction.</i>																		
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 style="margin-left: 40px;"><i>a. The amount of not less than Fifteen Thousand Four Hundred Pesos Only (P15,400.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</i></p> <p style="margin-left: 40px;"><i>b. The amount of not less than Thirty-Eight Thousand Five Hundred Pesos Only (P38,500.00), if bid security is in Surety Bond.</i></p>																		
19.2	<i>No further instruction.</i>																		
20	<i>No further instruction.</i>																		
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as <i>construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, other acceptable tools of project scheduling, and Service Level Agreement.</i></p>																		

Section IV. General Conditions of Contract

1. **Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

2. **Sectional Completion of Works**

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

3. **Possession of Site**

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

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

4. **The Contractor's Obligations**

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

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

5. **Performance Security**

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the SCC, the Dayworks rates in the

Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.

15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's

approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	<i>No further instruction.</i>
4.1	<i>Please refer to Section VI of the DOST-ASTI Philippine Bidding Documents.</i>
6	<i>Site investigation reports shall be provided by the end-user unit.</i>
7.2	<i>Fiver (5) years.</i>
10	<i>Dayworks are applicable at the rate shown in the Contractor's original Bid.</i>
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>ten (10) calendar days</i> of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>Ten Thousand Pesos Only (₱10,000.00)</i> .
13	The amount of the advance payment <i>shall not exceed 15% of the total contract price and schedule of payment.</i>
14	<i>No further instruction.</i>
15.1	The date by which operating and maintenance manuals are required is <i>specified in Section VI of the DOST-ASTI Philippine Bidding Documents.</i> The date by which "as built" drawings are required is <i>required prior to acceptance and shall be part of the documentary requirements for processing final payment.</i>
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 <i>Ten Thousand Pesos Only (₱10,000.00)</i> .

Section VI. Specifications

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

LOT NO.	SPECIFICATION	STATEMENT OF COMPLIANCE
1	REPAIR OF ASTI BUILDING EXTERIOR WALL CRACKS	
	1. BACKGROUND AND OBJECTIVES	
	1.1. DOST-ASTI is seeking qualified and competent bidders for the repair of exterior wall cracks on DOST-ASTI building.	
	1.2. Work shall include supervision, supply, delivery, installation, and services necessary to properly conduct and implement the works.	
	2. LOCATION	
	2.1. DOST-ASTI Building, UP Technology Park Complex, CP Garcia Ave., UP Campus, Diliman, Quezon City 1101.	
	3. DELIVERY AND PROJECT DURATION	
	3.1. The project duration covering the repair of DOST-ASTI Building exterior wall cracks shall be for a period of sixty (60) calendar days upon the issuance of Notice to Proceed.	
	3.2. The contractor shall provide list of manpower, materials and equipment and work plan shown in the Gantt Chart for a detailed schedule of activities and deliveries.	
	3.3. Any request for delivery and time extension shall be for valid reasons or of unforeseen circumstances subject to approval, in writing, by DOST-ASTI which must be submitted before the end of the contract.	

	4. APPROVED BUDGET FOR THE CONTRACT	
	4.1. The total Approved Budget for the Contract (ABC) for this procurement is Seven Hundred Seventy Thousand Pesos (₱770,000.00), inclusive of all applicable government taxes and other charges.	
	5. QUALIFICATION OF CONTRACTOR	
	5.1. The CONTRACTOR must have at least five (5) years of similar and/or relevant experience related to this Terms of Reference, reckoned from the date of registration with the Department of Trade and Industry (DTI) for sole proprietorships; Securities and Exchange Commission (SEC) for corporations and partnerships; or Cooperative Development Authority (CDA) for cooperatives.	
	5.2. Prospective bidders should have a valid PCAB license for “Building and/or Industrial Plant” with at least “Small B”; and special PCAB license, if bidding as Joint Venture.	
	5.3. The CONTRACTOR must have completed at least three (3) similar and/or relevant projects in the last three (3) years.	
	5.4. The CONTRACTOR shall assign Key Technical Personnel such as Project Manager, Project Supervisor, Civil Engineer, Safety Officer and Foreman until the duration of the project.	
	5.4.1. The Project Manager shall serve as the representative of the CONTRACTOR. All communications with the CONTRACTOR shall be through the Project Manager. The Project Manager must have at least Five (5) years' experience in similar or related work to the project. The Project Manager must be a licensed Architect or a licensed Engineer.	
	5.4.2. The CONTRACTOR must have a Certified Safety Officer (CSO) with at least three (3) years' experience in similar or related work to the project and a valid Certification as Safety Officer.	

	5.5. The Contractor must have the necessary equipment, tools, facilities and other means necessary to perform the contract in accordance with the herein scope of works.	
	6. GENERAL REQUIREMENTS	
	6.1. The Bid is deemed to have been based on current data, including physical conditions at the site. The Contractor acknowledges and warrants that it has inspected and examined the site and their surroundings, and has satisfied itself by submitting its Bid as to the requirements of the work and materials necessary for the completion of the works, and the means of access to the site, the accommodation it may require, and that it has obtained for itself, all necessary information as to risks, contingencies and other circumstances which may have influenced or affected its Bid. No increase in cost or extension of time will be considered for failure to familiarize, inspect and examine the site condition.	
	6.2. The Contractor will provide technical supervision, skilled manpower, tools, equipment, and suitable highest quality materials within the specified period to complete the project.	
	6.3. Provide coordination and collaborative works with DOST-ASTI to complete respective works in accordance with approved specifications and method of installation.	
	6.4. Provide all materials necessary to complete the work although not specifically mentioned in the specifications, working drawings or in other contract documents without extra cost the DOST-ASTI.	
	6.5. Comply with all applicable Environmental, Health and Safety requirements and regulations required by law. Responsible for the safety requirements (safety shoes, vest, hard hat, safety harness, lifeline) and provision of fire extinguishers and all other fire protection provisions in working areas.	
	6.6. Ensure the materials of high quality and workmanship needed to complete and	

	render ready for acceptance by DOST-ASTI.	
	6.7. Temporary facilities/barracks shall be of the expense of the service provider at the approved location of the end-user required for use of his/her workers and storage of tools and materials and shall maintain sanitary operable conditions, all in conformity of the local regulations, if necessary. Ensure all materials are stored in a secure, weatherproof area on-site and off the ground to prevent moisture damage.	
	6.8. Protect and maintain in the required acceptable conditions of all repairs works and accessories during construction until hand over	
	6.9. Ensure that the performance, appearance, and proper functioning of the works are not affected by any movements, structural integrity, settlement, or deflection in the building structure.	
	6.10. Properly manage all packaging materials and waste generated during the project in accordance with local regulations and locations specified by the end-user.	
	7. SCOPE OF WORKS	
	7.1. Mobilization, scaffolding, Personal Protective Equipment (PPE) and caution signages, materials	
	7.2. Removal, restoration and hauling works	
	7.2.1. Removal of hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items that may affect the work and Removal of exterior wall loose plastering	
	7.2.2. Installation of expansion bolts	
	7.2.3. Application of epoxy bonding agent	
	7.2.4. Installation of 4' x 8' steel matting (2"x2" ga. 14) - Welding of wire mesh/steel matting on the specified location on the plan	
	7.2.5. Restoration – Plastering of Walls and restoring the exterior wall of the building where visible cracks are present.	
	7.2.5.1. The new plastering shall be of the same thickness as the existing plaster	

	on exterior walls. The total plastering area for repair is 225.54 square meters which is approximately ten (10%) percent of the entire building's exterior surface.	
	7.2.6. Painting works	
	7.2.6.1. Surface Preparation - All surfaces including masonry wall shall be thoroughly cleaned, puttied, sandpapered, rubbed and polished; masonry wall shall be treated with Neutralizer	
	7.2.6.2. All exposed finish hardware, lighting fixtures and accessories, glass and the like shall be adequately protected so that these are not stained with paint and other painting materials prior to painting works. All other surfaces endangered by stains and paint marks should be taped and covered with craft paper.	
	7.2.6.3. Painting schedule	
	7.2.6.3.1. Exterior - Exterior Concrete or Masonry Painted - Three (3) coats weatherproof paint masonry plain semi-gloss finish. The color of the paint shall match the existing paints in the exterior walls.	
	7.2.6.4. Painting works shall only cover the total area of new plastering which is 225.54 square meters which is approximately ten (10%) percent of the entire building's exterior surface.	
	7.2.7. Clean excess coating materials, and coating materials deposited on surfaces not indicated to receive coatings, as construction activities of this section progress; do not allow to dry.	
	7.2.8. Re-install hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items that have been removed to protect from contact with the repair.	

	7.2.9. Relocate to original position any equipment and fixtures moved to allow application of coatings	
	7.2.10. Hauling & Disposal of debris	
	7.3. All the materials needed for this project shall be able to cover the total required area of the project.	
	7.4. Technical Specifications are indicated in the Bill of Quantities (BOQ) /Bill of Materials (BOM).	
	7.5. Program of Work and Construction Safety and Health Program are indicated as reference and attachment to this project.	
	7.6. All accessories, equipment, tools and machines needed in removal/dismantling, installation, and completion of the repair shall be of the expense of the contractor.	
	7.7. The work shall comply with the applicable requirements of the latest versions/ editions of the following codes, specifications and regulations:	
	7.7.1. National Building Code of the Philippines (NBCP)	
	7.7.2. American National Standard Institute (ANSI)	
	7.7.3. American Standard for Testing Materials (ASTM)	
	7.8. The work to be done under this Scope of Works consists of the Removal, Restoration, and Hualing Works of this contract, at the subject premises and all work materials incidental to the proper completion of the installation, except those portions of the work which are expressively stated to be done by others. All works shall be in accordance with the governing Codes and Regulations and with this Scope of Works, except to materials and workmanship specify the required standards for the furnishing of all labor, materials, and appliances necessary to complete the installation of the work specified herein and included on the Drawings. The Scope of Works is intended to provide a broad outline of the required equipment but is not intended to include all details of design and construction.	
	8. PROJECT CONDITIONS	

	8.1. Site Access: The contractor shall provide a list of service personnel and tools needed for the project. Any personnel not listed shall not gain access to the site.	
	8.2. Occupied Premises: The building undergoing inside repair of external wall cracks. Take necessary precautions to ensure the safety and comfort of the occupants throughout the project.	
	8.3. Weather Considerations: Prepare for potential weather-related delays and take appropriate measures to protect materials from adverse weather conditions.	
	9. WARRANTY	
	9.1. The Contractor shall guarantee the following works done to be free from defects for a period of five (5) years reckoned from the date of acceptance of the project. Form of warranty shall be in accordance with the provisions in Section 62 of the Revised Implementing Rules and Regulations (IRR) of R.A. 9184.	
	9.2. Exclusions: This warranty does not cover damages or defects resulting from improper maintenance, misuse, natural disasters, or any modifications or alterations made by parties other than the supplier.	
	9.3. Service Level Agreement:	
	9.3.1. Within the warranty period, from the date of acceptance, the Contractor shall guarantee the work to be free from the following defects:	
	9.3.1.1. Discoloration of surface on the applied areas due to efflorescence and related factors;	
	9.3.1.2. Cracks on the surface that are not due to force majeure.	
	9.3.2. Every year within the warranty period, the Contractor shall perform the following services:	
	9.3.2.1. Conduct semi-annual inspection of the façade/areas as specified in the contract to ensure that the said areas are free from above-mentioned defects; and	

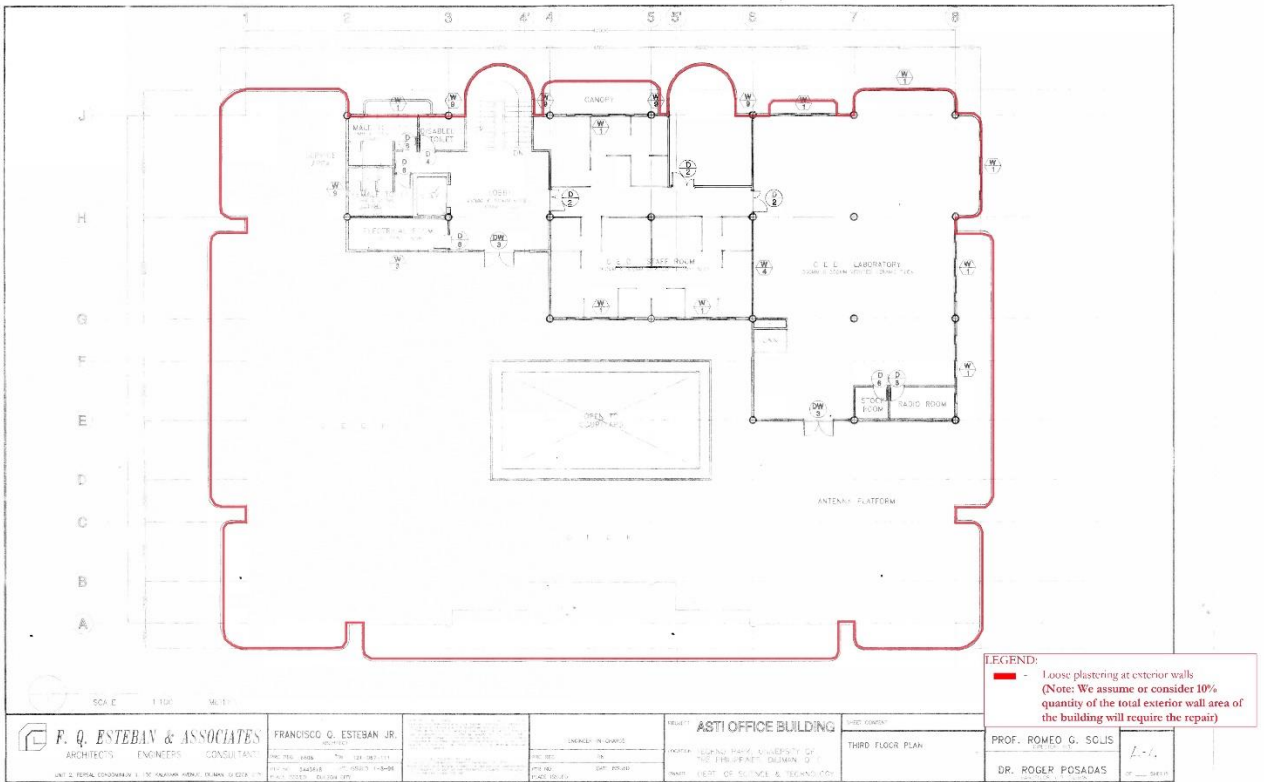
	9.3.2.2. Submit report certifying satisfactory conditions of the facade/areas as specified in the contract.	
	10. RESPONSIBILITIES OF THE CONTRACTOR	
	10.1. The principal features of the work do not in any way limit the responsibilities of the Contractor to the general description of his/her scope of work. He/she shall perform all the work fully and make operational to the intent of the project.	
	10.2. The Contractor shall be responsible for the proper execution and coordination of his/her work. He/she shall schedule and program all necessary work activities according to the specified completion period.	
	10.3. The Contractor shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks.	
	10.4. The Contractor is not allowed to erect quarters for workers within the DOST-ASTI premises; sleeping is also not allowed. Contractor's workers are limited to the designated working area only. Loitering around and inside the premises is not allowed.	
	10.5. The Contractor shall be responsible for clearing and cleaning of the designated project site of unused materials, leftovers, wastes and other debris at the site outside the premises. A daily inspection of the work area shall be conducted by DOST-ASTI's authorized representative to ensure that the working area and storage area assigned to the Contractor is always clean and in order.	
	10.6. The Contractor shall protect adjacent area against any damage by his/her employees, or by his/her materials, equipment, and tools during the execution of the work. Any damage done by him/her employees shall be repaired at his own expense, without additional compensation beyond the contract.	
	10.7. Permits, Laws, Ordinances and Standards – the installation provided for and specified herein shall comply with laws	

	and regulations of the local government unit and any government agency having jurisdiction. All necessary permits and other requirements shall be secured for the account of the Contractor. Said requirements shall be turned over to DOST-ASTI upon project completion.	
	10.8. The Contractor shall assign full-time Engineer/Architect as Project-In-Charge (PIC) for the project to supervise the works mentioned herein. The PIC shall be a certified registered Civil Engineer or Architect designated for the project by the Contractor.	
	10.9. All other items of work not specifically mentioned but are necessary to complete the work in accordance with the plans and specifications and other related documents shall be provided by the Contractor at no additional cost to DOST-ASTI.	
	11. MINIMUM EQUIPMENT AND TOOLS REQUIREMENT	
	11.1. The Contractor shall provide tools but not limited to the following equipment during construction:	
	11.1.1. Scaffoldings and gondola, complete set with accessories (i.e. platform/catwalk, caster wheels, etc.); and	
	11.1.2. Power Tools (i.e. Chipping Gun, Electric Portable Grinder/Drill, Portable Jack Hammer, Electric Sander/Planer, Welding Machine/Oxy Acetylene, Air Compressor for painting).	
	11.1.3. Hauling Equipment	
	12. SUBMITTALS	
	12.1. The Contractor's All-Risk Insurance (CARI) shall be submitted to DOST-ASTI within ten (10) calendar days upon receipt of Notice of Award to be issued by the BAC Secretariat.	
	12.2. Contractors must provide a comprehensive Bill of Materials that outlines all materials, products, and equipment required for the successful	

	execution of the project. The BOM/BOQ should include the following details:	
	12.2.1. Item descriptions and specifications	
	12.2.2. Quantities required	
	12.2.3. Brand names (if applicable)	
	12.2.4. Prices	
	12.2.5. Total cost breakdown	
	12.3. The Contractor shall, within seven (7) calendar days after issuance of Notice to Proceed, submit the revised and/or updated Project Bar Chart/S-Curve, PERT/CPM Network Diagram and Construction Methodology for the Owner's approval.	
	12.4. Contractors must provide evidence of their commitment to maintaining a safe and healthy work environment throughout the project. This includes compliance with all relevant construction safety and health regulations and guidelines. Submission should encompass:	
	12.4.1. Safety policies and procedures specific to the project	
	12.4.2. Hazard assessments and mitigation strategies	
	12.4.3. Emergency response plans	
	12.4.4. Safety equipment and PPE protocols	
	12.5. The Contractor is required to submit to ASTI, weekly Project Status Report reflecting photos, total manpower, completed works done within the week, actual accomplishment compared to the approved target accomplishment and weather reports	
	12.6. Prior to issuance of the Certificate of Completion (COC), the following shall be submitted to DOST-ASTI. DOST-ASTI reserves the right not to issue a Certificate of Satisfactory Performance based on non-submission of any of the items below:	
	12.6.1. Final Project Report including photo documentation before, during and after implementation works. Each photo-documentation should have the date and time stamps in jpg-format.	
	13. PAYMENT CONDITIONS	
	13.1. Advance Payment for Mobilization	
	13.1.1. DOST-ASTI may allow advance payment not to exceed fifteen percent	

	(15%) of the contract amount as mobilization cost, subject to the submission of irrevocable standby letter of credit or bank guarantee or surety bond.	
	13.2. The Contractor may submit a request for payment of work accomplished. Such request for payment shall be verified and certified by DOST-ASTI's Representative. Except as otherwise stipulated in the Contract, materials and equipment delivered on site but not completely put in place shall not be included for payment.	
	14. SUSPENSION OF WORK	
	14.1. DOST-ASTI shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary due to force majeure of any fortuitous events or for failure on the part of Contractor to correct bad conditions which are unsafe for workers or for general public, to carry out valid orders given by DOST-ASTI or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly. In light of the suspension, the contractor shall provide a revised timeline for the remaining tasks, considering potential delays. Additionally, include a brief impact analysis on milestones.	
	15. LIQUIDATED DAMAGES	
	15.1. DOST-ASTI shall observe liquidated damages for infrastructure projects pursuant to Section 9 of Annex "E" or Contract Implementation Guidelines for the Procurement of Infrastructure Projects of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.	

Section VII. Drawings



Section VIII. Bill of Quantities

Bill of Quantity (BOQ)

Project Title : Repair of ASTI Building Exterior Wall Cracks

Location : ASTI Entrance Rd, Diliman, Quezon City Metro Manila

Department of Science and Technology – Advanced Science and Technology Institute (DOST – ASTI)

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST		TOTAL		ESTIMATED DIRECT COST	TOTAL MARK-UP		5% VAT (EDC + Mark-Up)	TOTAL INDIRECT COST	TOTAL COST Direct + Indirect	UNIT COST
				Materials	Labor/ Eqmt.	Materials	Labor/ Eqmt.		%	VALUE				
I	GENERAL REQUIREMENTS													
1	Staging of temporary facilities, utilities, bonds, project billboard, erection of scaffolding, etc.	1.00	lot											
												SUB-TOTAL		
II	REMOVAL, RESTORATION AND HAULING WORKS													
1	Removal of exterior wall loose plastering	225.54	sqm											
2	Installation of steel matting 2" x 2" thck. ga.14 (2 mm)	40.00	pcs											
3	Expansion bolt 5/16" x 2.5" (8mm x 65mm)	500.00	pcs											
4	Application of epoxy bonding agent	5.00	pails											
5	Restoration - Plastering of walls	225.54	sqm											
6	Painting works	259.37	sqm											
7	Hauling & Disposal of debris	1.00	lot											
												SUB-TOTAL		
III	CONSTRUCTION SAFETY AND HEALTH PROGRAM													
1	Personal Protective Equipments, Safety signages, Medicines, First Aid Cabinets/Kits, Fire Protection Equipments, Certified Safety and Health Personnel	1.00	lot											
												SUB-TOTAL		
TOTAL CONSTRUCTION COST														
SUMMARY														
I	GENERAL REQUIREMENTS													
II	REMOVAL, RESTORATION AND HAULING WORKS													
III	CONSTRUCTION SAFETY AND HEALTH PROGRAM													

	TOTAL CONSTRUCTION COST	
	<i>Admin Cost</i>	
	GRAND TOTAL COST	

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) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- (e) 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**
- (f) 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, Safety Officer and Site Supervisors), 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;
 - d. Service Level Agreement; **and**
- (g) 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

- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class “B” Documents

- (i) 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

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

Other documentary requirements under RA No. 9184

- (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (l) 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**
- (m) Cash Flow by Quarter.

SERVICE LEVEL AGREEMENT

1. INTRODUCTION

1.1. This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between <insert Company Name> (herein referred to as “Service Provider”) and the Advanced Science and Technology Institute (herein referred to as “DOST-ASTI”) Repair of ASTI Building Exterior Wall Cracks (“Project”)

1.2. This Agreement shall be in effect for **five (5) years** or until the SLA is renegotiated after the date of end-user acceptance is determined.

2. SERVICE AGREEMENT

2.1. The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement:

- 2.1.1. Manned telephone support;
- 2.1.2. Monitored email support; and
- 2.1.3. Repair and maintenance.

3. SERVICE MANAGEMENT

3.1. Service Support Channels

3.1.1. In the event that a Project failure should develop during the ongoing support of this Agreement, and qualified technicians of DOST-ASTI cannot resolve it, the DOST-ASTI must in the first instance contact **<Name of Company>** support services, either:

- 3.1.1.1. By telephone or cellphone on **<telephone number>**; or
- 3.1.1.2. By email at **<email-address>**.

3.2. Service Availability

3.2.1. Conduct semi-annual inspection of the façade/areas as specified in the contract to ensure that the said areas are free from above-mentioned defects.

- 3.2.1.1. Submit report certifying satisfactory conditions of the façade/areas as specified in the contract.

3.3. Service Requests

3.3.1. In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by DOST-ASTI within the following time frame:

- 3.3.1.1. Zero (0) to eight (8) hours (during business hours) for issues classified as High priority severity level;
- 3.3.1.2. Within forty-eight (48) hours for issues classified as low priority; or

Severity Level	Definition
High Priority	Visible and large hairline cracks on the exterior walls; major water leaks and seepage; Falling Debris.
Low	Small hairlines cracks and Discoloration of the exterior wall surface

3.3.2. Remote assistance or on-site service will be provided in-line with the above timescales dependent on the priority of the support request.

4. REPAIR AND REPLACEMENT

4.1. Standard and Extended Limited Warranty

4.1.1. The Service Provider guarantees that the Project is free from defects in materials and workmanship during the duration and warranty period of this Agreement. Defects will be defined as the following:

4.1.1.1. Discoloration of surface on the applied areas due to efflorescence and related factors; or

4.1.1.2. Cracks on the surface that are not due to force majeure.

5. EXCLUDED PARTS AND COVERAGE

5.1. The Agreement does not apply to any unavailability, suspension, or termination of the Project, or any other related issues caused by the following reasons:

5.1.1. Any maintenance, alteration, modification or adjustment performed by persons other than Service Provider or its employees or agents other than those authorized by the Service Provider; or

5.1.2. Damage to the Project caused by war, terrorism, fire, accident, natural disaster, movement, intentional or accidental misuse, abuse, neglect or improper maintenance, liquid, use under abnormal conditions, obsolescence, rust, change in color, texture or finish, wear and tear, gradual deterioration.

CONFORME:

Signature:

Name:

Title:

Company Name:

Date:

Contact Number:

Email Address:

