



Republic of the Philippines  
Department of Science and Technology

**ADVANCED SCIENCE AND TECHNOLOGY INSTITUTE**



ASTI-FM 03-16  
REV 1 / 13 January 2020

<b>Contractor:</b> FERMINDOZA BUILDER AND CONSTRUCTION ENTERPRISES	<b>WO No.:</b> 23-10-001
<b>Address:</b> Lot 6 Blk 13 Ph 1 St. Monique Valais, Darangan Binangonan, Rizal 1940	<b>WO Date:</b> October 31, 2023
<b>TIN:</b> 239-634-109-000	<b>Mode of Procurement:</b> NP-53.9 Small Value Procurement: Infrastructure

Gentleman:

Please furnish this Office the following articles subject to the terms and conditions contained herein:

DESCRIPTION	Quantity	Unit	Unit Cost	Amount
<p><b>EPDC Roof Repair</b></p> <p>1. BACKGROUND and OBJECTIVES</p> <p>1.1. The Advanced Science and Technology Institute is seeking qualified and competent bidders for the repair of Electronics Product Development Center (EPDC) roof and gutter, to protect the EPDC building from water leaks coming from its roof and inside gutters.</p> <p>1.2. Work shall include supervision, supply, delivery, installation, and services necessary to properly conduct and implement the works.</p> <p>1.3. The Approved Budget for the Contract is inclusive of all applicable government taxes and other charges.</p> <p>2. LOCATION</p> <p>2.1. EPDC Building located at MIRDC Compound, General Santos Ave, Taguig, 1631 Metro Manila.</p> <p>3. DELIVERY AND PROJECT DURATION</p> <p>3.1. The project, which includes roof repair in EPDC, must be completed by November 24, 2023, and its commencement is contingent upon the issuance of a Notice to Proceed.</p> <p>3.2. The contractor shall provide a work plan shown in Gantt Chart for a detailed schedule of activities and deliveries.</p> <p>4. GENERAL REQUIREMENTS</p> <p>4.1. The Contractor will provide technical supervision, skilled manpower, tools, equipment, and suitable highest quality materials within the specified period to complete the project.</p>	1	Lot	₱996,455.60	₱996,455.60

Postal Address : ASTI Bldg., U.P. Technology Park Complex,  
CP Garcia Ave., Diliman, Quezon City 1101  
Website : www.asti.dost.gov.ph  
Email : info@asti.dost.gov.ph

Tel No. : +632 8249-8500  
+632 8426-9755;  
Fax No. : +632 8426-9764

4.2. Provide coordination and collaborative works with DOST-ASTI to complete respective works in accordance with approved specifications and method of installation.

4.3. 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.

4.4. Comply with all applicable environmental, health, and safety requirements and regulations mandated by law. Ensure adherence to safety requirements such as safety shoes, vests, hard hats, safety harnesses, and lifelines in the working areas.

4.5. Ensure that the contractor supplies materials of high quality and workmanship necessary for completion and readiness for acceptance by DOST-ASTI.

4.6. 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.

4.7. Protect and maintain in the required acceptable conditions of all repairs works and accessories during construction until hand over.

4.8. 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.

4.9. Properly manage and dispose of all packaging materials and waste generated during the project in accordance with local regulations.

## 5. SCOPE OF WORKS

### 5.1. Mobilization/Demobilization

### 5.2. Parapet Wall

5.2.1. Dismantle of Existing Water Proofing with an approximate area of 274.8 square meters

5.2.2. Installation of Water Proofing and roofing sealants with an

approximate area of 274.8 square meters

5.2.3. Dismantle of Parapet Wall Flashings with an approximate area of 149.4 linear meters

5.2.4. Installation of Parapet Wall Flashings Colored Roofing with an approximate area of 149.4 linear meters

### 5.3. Roof and Gutter

5.3.1. Dismantle of Roof and Gutter with an approximate area of 149.4 linear meters

5.3.2. Installation of Stainless Gutter and Pre-painted Roof Capping with an approximate area of 149.4 linear meters

5.3.3. Rehabilitation of existing Gutter wall downspouts

5.3.4. Replacement of approximately 20 pcs acoustic boards

5.3.5. Dimensions given above may vary depending on the size and design of the tiles. Minimum variations (+/- 10%) shall be accepted by the end-user.

## 6. PROJECT CONDITIONS

6.1. 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.

6.2. Occupied Premises: The building undergoing inside gutter replacement and roof repair is occupied. Take necessary precautions to ensure the safety and comfort of the occupants throughout the project.

6.3. Weather Considerations: Prepare for potential weather-related delays and take appropriate measures to protect materials from adverse weather conditions.

## 7. WARRANTY

7.1. The contractor shall guarantee that all work performed will be free from all defects in workmanship and materials and that all installation will provide the capacities and characteristics specified. The contractor further guarantees that if, during a period of three (3) years from the date of the certificate of completion and acceptance of the work, any workmanship defects will be repaired by the contractor at his expense.

7.2. 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.

## 8. RESPONSIBILITIES OF THE CONTRACTOR

8.1. 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.

8.2. 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.

8.3. The Contractor shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks.

8.4. The Contractor is not allowed to erect quarters for workers within the EPDC 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.

8.5. 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 and disposal of the same 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.

8.6. 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.

8.7. 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.

8.8. 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.

8.9. 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.

## 9. SUBMITTALS

9.1. The Contractor's All-Risk Insurance (CARI) shall be submitted to DOST-ASTI within ten (10) calendar days upon receipt of Notice of Award (NOA) to be issued by the BAC Secretariat.

9.2. Contractors must provide a comprehensive Bill of Materials that outlines all materials, products, and equipment required for the successful execution of the project. The BOQ should include the following details:

9.2.1. Item descriptions and specifications

9.2.2. Quantities required

9.2.3. Brand names (if applicable)

9.2.4. Prices

9.2.5. Total cost breakdown

9.3. Contractors are required to submit a detailed construction schedule that outlines the timeline for project completion, including key milestones and deadlines. This schedule should include the following:

9.3.1. Start and end dates for each phase of the project

9.3.2. Sequence of tasks and activities

9.3.3. Contingency plans for potential delays or disruptions

9.4. 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:

9.4.1. Safety policies and procedures specific to the project

9.4.2. Training records for workers on safety protocols

9.4.3. Hazard assessments and mitigation strategies

9.4.4. Emergency response plans

9.4.5. Safety equipment and Personal Protective Equipment (PPE) protocols

9.5. Contractors must demonstrate their eligibility to participate in the procurement process by providing the following:

9.5.1. Proof of legal registration and business license

9.5.2. Past performance records, including references from previous clients.

9.5.3. Compliance with any other eligibility criteria specified in the procurement documentation.

9.6. Contractors are requested to submit detailed quotations for the products and services they intend to provide. Quotations should include:

9.6.1. Unit prices for each item or service

9.6.2. Quantity discounts (if applicable)

9.6.3. Any additional costs, such as shipping or taxes

9.6.4. Total cost calculations

9.6.5. Payment terms and conditions

9.7. 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:

9.7.1. Test results/Report for leak test/s

9.7.2. 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.

9.7.3. Warranty Certificate of at least three (3) years against poor workmanship and defects traceable to materials.

## 10. PROGRESS PAYMENT

10.1. Advance Payment for

**Mobilization**

10.1.1. 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.

10.2. The Contractor may submit a request for payment of work accomplice. 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.

**11. SUSPENSION OF WORK**

11.1. 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.

**12. LIQUIDATED DAMAGES**

12.1. Failure to comply with the terms and conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount to 1/10 of 1% of the cost of the unperformed portion for everyday delay. Once the cumulative number of liquidated damages reaches 10% of the amount of the contract, DOST-ASTI shall rescind the contract, without prejudice to other courses of action and remedies open to it.

	<b>TOTAL:</b>	<b>₱996,455.60</b>
<b>(Total Amount in Words)</b>	<b>Nine Hundred Ninety Six Thousand Four Hundred Fifty Five Pesos and Sixty Centavos Only</b>	

Terms and Conditions:

1. Work or Performance of Services shall be completed by November 24, 2023, and its commencement is contingent upon issuance of Notice to Proceed.
2. A Penalty of one-tenth (1/10) of one percent of the contract amount shall be imposed for every day of delay, unless the cause of delay is beyond the control of the contractor(s) or consultant(s).
3. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, DOST-ASTI may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances and in accordance with the provisions of the latest implementing rules and regulations of RA 9184.
4. The total contract price is inclusive of taxes and other fees or charges.
5. Terms of payment is Government Terms.
6. Warranty under the IRR of RA 9184 applies.


Conforme:

Very Truly Yours,

\_\_\_\_\_  
(Signature over Printed Name of Contractor)

  
FRANZ A. DE LEON, Ph.D. *B.S.*  
\_\_\_\_\_  
(Designation)

Digitally signed  
by Franz A.  
Benjamin R. Lara

Fund Cluster:	<u>01</u>	ORS / BURS No.:	<u>010210 2023-11-000048</u>
Funds Available:	<u>PHP 996,455.60</u>	ORS / BURS Date:	<u>NOVEMBER 03, 2023</u>
		Amount:	<u>₱ 996,455.60</u>
 <u>GAY CONCEPCION S. BUGAGAO</u> Accountant III			





31 October 2023

**NOTICE TO PROCEED**  
 ALTERNATIVE MODE OF PROCUREMENT

**Mr. MARK N. FERMINDOZA**  
 Authorized Managing Officer  
**FERMINDOZA BUILDER AND CONSTRUCTION ENTERPRISES**  
 Lot 6 Blk 13 Ph 1 St. Monique Valais  
 Darangan Binangonan, Rizal 1940

Dear Mr. Fermindoza,

This Notice to Proceed is hereby issued for the following contract details:

Contract Name	: <u>Provision of One (1) Lot EPDC Roof Repair</u>
Purchase Request No.	: <u>GAA-23-08-17359</u>
Purchase / Work Order No.	: <u>23-10-001</u>
Total Contract Price	: <u>Php 996,455.60</u>
(inclusive of taxes, import duties and all other charges or fees)	
Total Contract Price in Words	: <u>Nine Hundred Ninety Six Thousand Four Hundred Fifty Five Pesos and Sixty Centavos</u>

Upon issuance of this Notice, your company, **FERMINDOZA BUILDER AND CONSTRUCTION ENTERPRISES** is hereby directed to commence the delivery of items and/or performance of services stipulated in the said Purchase Order which shall become due and demandable in accordance with the delivery schedule stipulated therein.

Please acknowledge receipt and acceptance of this Notice by signing in the space provided below. There are two (2) copies of this document; you may keep one copy and return the other to the Bids and Awards Committee (BAC) Secretariat of the Advanced Science and Technology Institute. Should you have any questions or clarifications, you may reach us at bac-sec@asti.dost.gov.ph.

Respectfully,

**FRANZ A. DE LEON, Ph.D.** President  
 Director

DATE OF ISSUANCE:

**08 NOV 2023**

RECEIVED BY:

\_\_\_\_\_  
 Signature over Printed Name

\_\_\_\_\_  
 Date and Time

Postal Address : ASTI Bldg., U.P. Technology Park Complex,  
 CP Garcia Ave., Diliman, Quezon City 1101  
 Website : [www.ast.dost.gov.ph](http://www.ast.dost.gov.ph)  
 Email : [info@asti.dost.gov.ph](mailto:info@asti.dost.gov.ph)

Tel No. : +632 8249-8500  
 +632 8426-9755;  
 Fax No. : +632 8426-9764

ASTI-FM 03-19  
 REV 2 / 05 October 2023