PHILIPPINE BIDDING DOCUMENTS

Procurement of Fit-Out Services (Design and Build Scheme) for the Philippine Identification System (PhilSys) Registry Office (PRO) Space at ETON Centris Cyberpod 5 (Rebidding)

Government of the Republic of the Philippines

PHILIPPINE STATISTICS AUTHORITY

Public Bidding No. 2021-04

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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.

TABLE OF CONTENTS

GLOSS	ARY OF TERMS, ABBREVIATIONS, AND ACRONYMS	6
SECTIO	N I. INVITATION TO BID	8
SECTIO	II. INSTRUCTIONS TO BIDDERS	12
1.	Scope of Bid	13
2.	Funding Information	13
3.	Bidding Requirements	13
4.	Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	13
5.	Eligible Bidders	14
6.	Origin of Associated Goods	14
7.	Subcontracts	14
8.	Pre-Bid Conference	14
9.	Clarification and Amendment of Bidding Documents	14
10.	Documents Comprising the Bid: Eligibility and Technical Components	15
11.	Documents Comprising the Bid: Financial Component	15
12.	Alternative Bids	16
13.	Bid Prices	16
14.	Bid and Payment Currencies	16
15.	Bid Security	16
16.	Sealing and Marking of Bids	17
17.	Deadline for Submission of Bids	17
18.	Opening and Preliminary Examination of Bids	17
19.	Detailed Evaluation and Comparison of Bids	17
20.	Post Qualification	18
21.	Signing of the Contract	18
SECTIO	N III. BID DATA SHEET	19
SECTIO	IV. GENERAL CONDITIONS OF CONTRACT	31
1.	Scope of Contract	32
2.	Sectional Completion of Works	32
3.	Possession of Site	32
4.	The Contractor's Obligations	32
5.	Performance Security	32
6.	Site Investigation Reports	33

7.	Warranty	33
8.	Liability of the Contractor	33
9.	Termination for Other Causes	33
10.	Dayworks	33
11.	Program of Work	33
12.	Instructions, Inspections and Audits	34
13.	Advance Payment	34
14.	Progress Payments	34
15.	Operating and Maintenance Manuals	34
Sectio	N V. SPECIAL CONDITIONS OF CONTRACT	35
Sectio	N VI. SPECIFICATIONS	37
Sectio	n VII. Drawings	235
Sectio	N VIII. BILL OF QUANTITIES	236
Sectio	N IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS	238

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.

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

REPUBLIC OF THE PHILIPPINES PHILIPPINE STATISTICS AUTHORITY



Procurement of Fit-Out Services (Design and Build Scheme) for the Philippine Identification System (PhilSys) Registry Office (PRO) Space in ETON Centris Cyberpod 5 (Rebidding)

- 1. The Philippine Statistics Authority, through the 2020 General Appropriations Act intends to apply the sum of One Hundred Sixty-Five Million Pesos (₱165,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Procurement of Fit-out Services (Design and Build Scheme) for the PhilSys Registry Office (PRO) Space in ETON Centris 5 (Rebidding). Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Philippine Statistics Authority now invites bids for the above Procurement Project. Completion of the Works is required. 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).

2.1 2.2	Project Reference No. / Contract ID Approved Budget for the Contract:	:	₱165,000,000.00
2.3	Contract Name	:	Procurement of Fit-Out Services (Design and Build Scheme) for the PhilSys Registry Office (PRO)
2.4	Contract Duration 2.4.1 Design of Fit-Out Stage Architectural and Engineering (A&E) 2.4.2 Construction of Fit-Out	•	Space at ETON Centris Cyberpod 5 Ninety (90) Calendar Days Twenty-Four (24) Calendar Days from receipt of the Notice to Proceed (NTP). Sixty Six (66) Calendar Days
	2.4.2 Construction of Fit-Out	:	Sixty-Six (66) Calendar Days from completion of Design Stage.

- 3. Bidding will be conducted through open competitive bidding procedures using nondiscretionary "*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 Philippine Statistics Authority and inspect the Bidding Documents at the address given below from Monday Friday at 8:00am 5:00pm except holidays.

PSA BAC Secretariat 11th floor, Cyberpod Centris One, Eton Centris EDSA corner Quezon Avenue, Quezon City

- 5. A complete set of Bidding Documents may be acquired by interested bidders on 20 April 2021 from given address and website/s below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ₱50,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person. The Bidding Documents shall be received personally by the prospective bidder or his duly authorized representative upon presentation of proper identification documents.
- 6. The Philippine Statistics Authority will hold a Pre-Bid Conference¹ on 28 April 2021; 2:00 PM at 17th Floor, Cyberpod Centris Three, Eton Centris, EDSA, Diliman, Quezon City and/or through video conferencing/webcasting via webex/zoom, which shall be open to prospective bidders and site inspection on 29 April 2021 on the project site.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before *10 May 2021*, *3:00PM* 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 15.
- 9. Bid opening shall be on *11 May 2021, 2:00PM* at the given address below and/or through webex/zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The Philippine Statistics Authority 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:

Joseph P. Cajita Chair, BAC Secretariat 11th Floor, Cyberpod Centris One, Eton Centris, EDSA, Diliman, Quezon City Telephone No.: (02) 3748270 bac-secretariat@psa.gov.ph / bacsecretariat.psa@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents: PhilGEPS or www.psaprocurement.gov.ph

(Sgd.) MINERVA ELOISA P. ESQUIVIAS Chairperson-Bids & Awards Committee Philippine Statistics Authority

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Philippine Statistics Authority invites Bids for the **Procurement** of Fit-Out Services (Design and Build Scheme) for the PhilSys Registry Office (PRO) Space at ETON Centris Cyberpod 5 (Rebidding), with Project Identification Number 2021-04.

The Procurement Project (referred to herein as "Project") is for the Design and Build Scheme of the Fit-Out 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 2020 in the amount of One Hundred Sixty-Five Million Pesos (₱165,000,000.00).
- 2.2. The source of funding is:

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.

The Procuring Entity has prescribed that:

Subcontracting is allowed up to 25% of the Project.

8. **Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at 17th Floor, Cyberpod Centris Three, Eton Centris, EDSA, Diliman, Quezon City and/or through videoconferencing/ webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

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 Peso.

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**.

	Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
a)	Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	
b)	Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Two percent (2%)
c)	Surety bond callable upon demand issued by a surety or	Five percent (5%)

	insurance company duly certified by the Insurance Commission as authorized to issue such security.
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15.2. The Bid and bid security shall be valid for **one hundred twenty (120) days**. 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 16 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Notes on the Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

ITB Clause	
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:
	The contract works shall consist of two (2) Stages:
	STAGE 1: DESIGN OF FIT-OUT
	 A. Pre-Design Phase where the specific parameters, size and scope of the fit-out and its location on the building shall be established. It includes, but is not limited to: Conduct of reconnaissance, engineering surveys on wirings, chases, pipes and utilities locations, and on-site investigations of connections/tapping points; and Preparation of preliminary architectural and engineering designs, layouts, outline specifications, preliminary cost estimates, value engineering/ value analysis study and specific recommendations prior to final design in coordination with ETON Centris Construction Fit-Out Guidelines & House Rules a& Regulations. B. Design Phase includes preparation of final detailed plans and designs, working drawings, specifications, detailed cost estimates for construction of Fit-Out for the PRO Office Space at ETON Centris 5. C. Contract Documentation Phase will cover preparation of documents required for progress reports and work accomplishment relative to the Project as well as contracts, sample approvals, variation reports, and other necessary documents for audit purposes until its completion and acceptance.
	STAGE II: CONSTRUCTION OF FIT-OUT
	 Stage II shall be the Fit-Out Construction Works includes the following Fit-Out Components/Works: 1. Floor Finish Works; Ceiling Works; Wall Finish Works; Finishing (Cabinetry) Works; Doors; Electrical (Power and Lighting) Works; Agency Signage/ Logo; Roll-Up Blinds; Supply and Installation of Structured Network & Cabling Works (coordinate with ITDS); Supply and Installation of Fire Detection and Alarm System (FDAS) integrated with existing Building System; Supply, Installation, Testing and Commissioning and Warranty of Additional Air Conditioning/ Ventilation (coordinate with existing building system; Mechanical Works (where required); Auxiliary Works and Appliances (coordinate with ITDS); Plumbing and Sanitary Works; and Supply and Installation of Furniture (where required)

Bid Data Sheet

	3. 4. 5. 6.	Acquisition of all permits necess required by regulatory agency; Preparation of supplementary dra conditions; Evaluation of detailed construction erection drawings per submission Observe testing and commissionin reports with recommendations the For post construction of Fit-Out make a final inspection, submit a Works and submit as-built drawing specific connections available for and All other related tasks until comproject.	wings rec on and as- , where re ng of equi ereof, whe Works, I a report of ngs of th or expans	quired built d equired pment ere req Designo of the e work ion wo	to suit a lrawings l; and pre uired; er/Contr complet complet c makin orks are	actual field s, shop and paration of ractor shall red Fit-Out g sure that indicated;
7.1		has prescribed that subcontracting nd up to 25% of Stage II-Constru			0	-Design of
10.1	Checklist	for Stage I – Design for Fit-out Teo	chnical E	ligibili	ty Requ	irements
		Criteria	Score	%	%	Pts.
		plicable Experience of the nsultant				60
	1. F	Firms Qualification			70	
	1.1	Must be operational for at least five (5) years.		30		
		Above 10 years	100			
		5-9 years	70-99			
		Less than 5 years	0-69			
	1.2	Must have five (5) years of Consulting Experience in A&E Design of Fit-Out for Office Spaces.		30		
		Above 10 years	100			
		5-9 years	70-99			
		Less than 5 years	0-69			king sure that are indicated; ptance of the ge I-Design of equirements Pts. 60
	1.3	Must have previously handled/managed at least two (2) projects involving Detailed		40		

		Architectural and Engineering Design of Fit-Out of Office Spaces.				
		Above 5 Projects	100			
		2-5 Projects	70-99			
		Less than 2 Projects	0-69			
	2. W	/ork Experience			30	
	2.1	Single largest project of similar nature from 2015-2020 (completed).		50		
		More than 100% of ABC	100			
		100% of ABC	70-99			
		Less than 100% of ABC	0-69			
	2.2	Total value of projects of similar nature from 2015-2020 (completed).		50		
		More than 100% of ABC	100			
		100% of ABC	70-99			
		Less than 100% of ABC	0-69			
B.	Min	imum Personnel Complement				4
		tion of Personnel to be Assigned of Fit-Out for Office Spaces)				
1. F	rincip	pal Architect/ Designer			12	
a)	Edu	cation		60		
		Licensed Architect with Master's Degree in Architecture	100			
		Licensed Architect	70-99			
		BS Architecture Graduate	0-69			
b)		east five (5) years' experience in ign of Fit-Out for Office Spaces.		40		
		Above 10 years	100			

	1					
		5 years to 9 years	70-99			
		Less than 5 years	0-69			
2. P	roject	Manager/ Coordinator			10	
a)	Edu	cation		60		
		Licensed Architect with Master's Degree in Architecture	100			
		Licensed Architect	70-99			
		BS Architecture/ Civil Engineering Graduate	0-69			
b)	wor	east three (3) years' experience in k programming for Design of Fit- for Office Spaces.		40		
		Above 5 years	100			
		3 years to 5 years	70-99			
		Less than 3-years	0-69			
3. Iı	nterio	r Designer			10	
a)	Edu	cation		60		
		Licensed Interior Designer with MS Degree in Interior Design	100			
		Licensed Interior Designer	70-99			
		BS Interior Design Graduate	0-69			
b)		east three (3) years of experience rior design of office spaces.		40		
		Above 5 years	100			
		3 years to 5 years	70-99			
		Less than 3 years	0-69			
5. 0	Civil E	ngineer/ Structural Engineer			10	
a)	Edu	cation		60		
		Licensed Civil Engineer with MS Degree in Civil/ Structural or Earthquake Engineering	100			

		Licensed Engineer	70-99		
		BS Civil Engineering Graduate	0-69		
b)	in S	east three (3) years of experience tructural and Civil Works Design it-Out for Office Spaces.		40	
		Above 5 years	100		
		3 years to 5 years	70-99		
		Less than 3 years	0-69		
6. P	rofes	sional Electrical Engineer			10
a)	Edu	cation		60	
		Professional Electrical Engineer with MS Degree	100		
		Professional Electrical Engineer	70-99		
		BS Electrical Engineer Graduate	0-69		
b)	in E of e syst kno	east three (3) years of experience lectrical Design involving design lectrical, security and fire alarm em requirements (BMS wledge and experience) Design of Out for Office Spaces.		40	
		Above 5 years	100		
		3 years to 5 years	70-99		
		Less than 3 years	0-69		
		sional Electronics Engineer or onics Engineer			10
a)	Edu	cation		60	
		Professional Electronics Engineer (PECE) or Electronics Engineer (ECE) with MS Degree	100		
		Professional Electronics Engineer (PECE) or Electronics Engineer (ECE)	70-99		

	BS Electronics Engineering (ECE) graduate	0-69		
b)	At least five (5) years of experience in Professional Electronics and Communications Engineering Design involving acoustic design, design of ICT (BMS), security and fire alarm system requirements and media room installations on Office Spaces.		20	
	PECE above 7 years;	100		
	PECE 5 to below 7 years;	70-99		
	Less than 5 years	0-69		
d)	With proven experience in design of structured cabling for big data management and controlled environment on office spaces.		20	
	Involved with more than 4 designs	100		
	Involved with 2-4 designs	70-99		
	Less than 2 designs	0-69		
8.	Professional Mechanical Engineer			10
a)	Education		60	
	Registered Professional Mechanical Engineer with MS Degree	100		
	Registered Professional Mechanical Engineer	70-99		
	BS Mechanical Engineering Graduate	0-69		
b)	At least three (3) years of experience in Mechanical Design Supervision involving design of mechanical systems, particularly HVAC and Fire Protection on office spaces.		20	
	Above 5 years	100		
_	3 years to 5 years	70-99		

	Less than 3 years	0-69			
c)	With proven experience in designing controlled environment on office spaces.		20		
	Involved with more than 4 designs	100			
	Involved with 2-4 designs	70-99			
	Less than 2 designs	0-69			
9. 5	anitary Engineer			10	
a)	Education		60		
	Licensed Sanitary Engineer with MS Degree	100			
	Licensed Sanitary Engineer	70-99			
	BS Sanitary Engineering Graduate	0-69			
b)	At least three (3) years of experience in Sanitary Design on green and smart buildings.		40		
	Above 5 years	100			
	3 years to 5 years	70-99			
	Less than 3 years	0-69			
10.	Network Engineer			10	
a)	Education with certification such as CCNA/CCNP or JNCDA/JNCDS		60		
	Information Technology with MS Degree in Information Technology	100			
	Information Technology Graduate with Certifications	70-99			
	Information Technology Graduate without Certifications	0-69			

10.4 The key personnel must meet the required minimum years of below:			of exp	erience		
10.3		opine Contractors Accreditation Board ge Medium B, License and Mayor's Pe			Catego	ory B,
		PASSING SCORE				70
		TOTAL SCORE				100
		Less than 3 years	0-69			
		3 years to 5 years	70-99			
		Above 5 years	100			
	b)	At least three (3) years of experience in CAD Operation and proficient in Autocad Release 2010 or later and Sketchup 2012 or later.		40		
		CAD Trained with no Certification.	0-69			
		Bachelor's Degree in Architecture, Interior Design and Engineering or TESDA NC II Accredited Institution Training Certified	70-99			
		Licensed Junior Architect, Interior Designer or Engineer	100			L
	a)	Education		60		
	11.	CAD Draftsman			8	
		Less than 3 years	0-69			
		3 years to 5 years	70-99			
		Above 5 years	100			
	b)	At least three (3) years of experience in Information Technology applications on office spaces.		40		

	Key Positions	Minimum Years of experience in such position	License/Certification Required
1.	Principal Architect/ Designer	Five (5) years	PRC and UAP (United Architects of t Philippines)
2.	Project Manager/ Coordinator	Three (3) years	PRC and UAP (United Architects of t Philippines)
3.	Licensed Interior Designer	Three (3) years	PRC and PIID (Philippine Institute of Interior Design)
4.	Licensed Civil Engineer	Three (3) years	PRC and PICE (Philippine Institute o Civil Engineers)
5.	Professional Electrical Engineer	Three (3) years	PRC and IIEE (Institute of Integrated Electrical Engineers)
6.	Professional Electronics Engineer/ Electronics Engineer	Five (3) years	PRC and IECEP (Institute of Electronic Engineers of the Philippines)
7.	Professional Mechanical Engineer	Three (3) years	PRC and PSME (Philippine Society o Mechanical Engineers
8.	Licensed Sanitary Engineer	Three (3) years	PRC and PSSE (Philippine Society o Sanitary Engineers)

9. Network Engineer	Three (3) years	CCNA/CCNP or JNCDA/JNCDS (Cisco Certified Network Associate/Professional or Juniper Networks Certification Design Associate/ Data Center Design, Specialist
10. CAD Draftsman	Proficient in CAD operation (Autocad release 2010 or later and Sketchup 2012) to support production of design plans/drawings and other needed documents.	Training Certificate

Manpower for Stage II – Construction of Fit-Out:

1. Mechanical Works

Key Positions	Minimum Years of experience in such position	License/Certification Required
1. Professional Mechanical Engineer	Three (3) years	PRC and PSME (Philippine Society of Mechanical Engineers)
2. Foreman	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
3. Leadman	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
4. Skilled Worker/s	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or

		NC II (TESDA accredited)
5. Labor Worker/s	One (1) year	n/a
6. Technician/s	Three (3) years	NC II (TESDA accredited)

2. Plumbing/Sanitary Works

Key Positions	Minimum Years of experience in such position	License/Certification Required
 Licensed Sanitary Engineer 	Three (3) years	PRC and PSSE (Philippine Society of Sanitary Engineers)
2. Foreman Plumber	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
3. Leadman Plumber	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
4. Skilled Plumber/s	One (1) year	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
5. Labor Worker/s	One (1) year	n/a
3. Electrical Works		
Key Positions	Minimum Years of experience in such position	License/Certification Required
1. Registered Electrical Engineer	Three (3) years	PRC and IIEE (Institute of Integrated Electrical Engineers)

2. Electrician/Technician	Three (3) years	PRC and/or NC II (TESDA accredited)
3. Foreman	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
4. Labor Worker/s	One (1) years	n/a
5. Safety Officer	Three (3) years	BOSH/COSH Certificate (DOLE Accredited)
6. Quality Assurance/ Quality Control Officer	Three (3) years	Certified QA/QC and/or Diploma of Electrical Engineering

4. Fire Protection Works

Key Positions	Minimum Years of experience in such position	License/Certification Required
1. Professional Mechanical Engineer	Three (3) years	PRC and PSME (Philippine Society of Mechanical Engineers)
2. Foreman	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
3. Leadman	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
4. Skilled Worker/s	Three (3) years	NC II (TESDA accredited)
5. Pipe Fitter/s	Three (3) years	NC II (TESDA accredited)
6. Welder/s	Three (3) years	NC II (TESDA accredited)

5. Architectural/ Civil Works

	Key Positions	Minimum Years of experience in such position	License/Certification Required
1.	Professional Architect or Civil Engineer	Three (3) years	PRC and UAP (United Architects of the Philippines)
2.	Materials Engineer II	Three (3) years	DPWH Accreditation
3.	Foreman	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
4.	Leadman	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)
5.	Skilled Worker/s	Three (3) years	NC II (TESDA accredited)
6.	Labor Worker/s	One (1) year	n/a
7.	Scaffolder/s	Two (2) years	NC II (TESDA accredited)
8.	Equipment Operator/s	One (1) year	NC II (TESDA accredited)

Key Positions	Minimum Years of experience in such position	License/Certification Required
1. Professional Electronics Engineer	Three (3) years	PRC and IECEP (Institute of Electronics Engineers of the Philippines)
2. Network Engineer	Three (3) years	Certifications

1	· · · · · · · · · · · · · · · · · · ·				
	3. Foreman	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)		
	4. Leadman	Three (3) years	BOSH/COSH Certificate (DOLE Accredited) and/or NC II (TESDA accredited)		
	5. Installers/ Skilled Worker/s	Three (3) years	NC II (TESDA accredited)/ Certifications		
	6. Labor Worker/s	One (1) year	n/a		
10.5	Minimum Equipment:1. Grinder5. Cutting Machine9. Hydrostatic Test Pump2. Hammer Drill6. Coring Machine10.Threading Machine3. Pipe Bender7. Fusion Machine4. Tester/Megger8. Metal Drill				
12	No further instruction.				
15.1	 The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than ₱3,300,000.00 (two percent (2%) of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 				
	 b. The amount of not less ₱8,250,000.00 (five percent (5%) of ABC) if bid security is in Surety Bond. 				
19.2	No Partial Bids allowed.				
20	No further instruction.				
21	Additional contract documents relevant to the Project is required by existing laws and/or the Procuring Entity are: construction schedule and S-curve, manpower schedule, construction methodology, equipment utilization schedule, construction safety and health program approved by the DOLE, other acceptable tools of project scheduling.				

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

- 4.1 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.
- 4.2 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
2	The Intended Completion Date is Ninety (90) Calendar Days.
	1. Stage 1-Design of Fit-Out: Twenty-Four (24) Calendar Days from receipt of NTP.
	2. Stage 2-Construction of Fit-Out : Sixty-Six (66) Calendar Days from completion of Design Stage.
3	Possession of Site shall be upon compliance to all local regulatory requirements and completion of requirements to ETON Centris Construction Fit-Out Guidelines.
6	 The site investigation reports needed for the Construction of Fit-Out. Mechanical and Fire Protection: Leak test for refrigerant piping installed. Hydrotest for fire Protection system as per NFPA Standard Test. Fogging Test for all duct work including air balancing as per design. Testing and Commissioning of all Air-conditioning and Fan Blowers. Gravity Test for Air-conditioning Waste Stock. Plumbing/Sanitary: Gravity Leak Test for Sanitary and Storm Drain Hydro Pressure Test for Waterline Electrical: Visual Inspection Report Earth Continuity Test (Grounding Test) Insulation Resistance test (Megger Test) Leakage Current Test
7.	 5. Load Balancing Report Sec 62.2. For the procurement of Infrastructure Projects, the following warranties shall be made: 62.2.1. From the time project construction commenced up to final acceptance, the contractor shall assume full responsibility for the following: a) any damage or destruction of the works except those occasioned by force majeure; and

personnel, third parties, and the public at large, as we as the works, equipment, installation and the like to b affected by his construction work. 62.2.2. One (1) year from project completion up to final acceptance or the defects liability period. 62.2.2. One (1) year from project completion up to final acceptance or the defects liability period. 62.2.2. One (1) year from project completion up to final acceptance or the defects liability period. 62.2.2. One (1) year from project completion up to final acceptance or the defects liability period. 62.2.2. One (1) year from project completion up to final acceptance or the defects liability, within innety (90) days from the time the HoPE has issued an order the undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity 24 Refer to Appendix 16 for the Guidelines on Procurements Involving Foreign-Denominate Bids, Contract Prices, and Payment Usin Letters of Credit. The 2016 Revise Implementing Rules and Regulations 102 shat undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand. 62.2.2.2. The defects liability period shall be covered be the Performance Security of the contractor required in Section 39.1 of this IRR, which shat guarantee that the contractor performs heresonsibilities stated in the immediated preceding. Seaton of percenting Fully shat forfeit its performance security, subject it property(ics) to attachment or garnishmen proceedings, and perpetually disqualify it from participating in any competitive bidding. A payables of the GoP in his favor shall be offset to recover the costs. The Warranty Security shall be P8,250,000.00 (five percent (5%) of ABC that shall be released upon the completion		1
10Dayworks are applicable at the rate shown in the Contractor's origina Bid.11.1The Contractor shall submit the Program of Work to the Procuring Entity's Representative within fourteen (14) days of delivery of the Notice of Award.11.2The amount to be withheld for late submission of an updated Program of		 62.2.2. One (1) year from project completion up to final acceptance or the defects liability period. 62.2.2.1. The contractor shall undertake the repair works, at his own expense, of any damage to the infrastructure on account of the use of materials of inferior quality, within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity 24 Refer to Appendix 16 for the Guidelines on Procurements Involving Foreign-Denominated Bids, Contract Prices, and Payment Using Letters of Credit. The 2016 Revised Implementing Rules and Regulations 102 shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand. 62.2.2.2. The defects liability period shall be covered by the Performance Security of the contractor required in Section 39.1 of this IRR, which shall guarantee that the contractor fails to comply with its obligations under Section 62.2.2.1 of this 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 competitive bidding. All payables of the GoP in his favor shall be offset to recover the costs.
Entity's Representative within fourteen (14) days of delivery of the Notice of Award.11.2The amount to be withheld for late submission of an updated Program of an updated Program of	10	Dayworks are applicable at the rate shown in the Contractor's original
1 6	11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within fourteen (14) days of delivery of the Notice of Award.
	11.2	The amount to be withheld for late submission of an updated Program of Work is P8,250,000.00 (<i>five percent (5%) of ABC</i>).

13	The amount of the advance payment is ₱24,750,000.00 (15% of ABC).
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
	Refer to the Bill of Quantities on the materials to be delivered on site.
15.1	 The date by which operating and maintenance manuals are required is <i>seven (7) days before the initial request for final inspection</i>. The date by which "as built" drawings are required is <i>seven (7) days before the initial request for final inspection</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 P4,950,000.00 (3% of ABC).

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent.

Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

STAGE I - DESIGN OF FIT-OUT:

	Deliverables	Deadline/T	imeline
A	. Pre-Design Phase		
1.	 Detailed program of work, approach, work plan and schedule for the implementation of the contract works. i. The order in which it intends to carry out the work including anticipated timing for each stage of design/ detailed engineering design; ii. Periods for review of specific outputs and any other submissions and approvals; iii. General description of the design methods to be adopted; iv. Number and names of personnel to be assigned for each phase of the work; 	Within seven (7) Calendar Days after issuance of NTP	
2.	Reconnaissance, Engineering Surveys and On- Site Investigations.		Within Total Project Timeline of
3.	Preparation of Preliminary Plans, Elevations, Specification Outlines, Preliminary Cost Estimates, Value Engineering/ Value Analysis Study and other specific recommendations by the Consultant for the Fit-Out Design for Architectural/ Civil (Wall/ Partition Works Design: Detailed Connections, Doors and Windows, Ceiling Works), Sanitary/ Plumbing (Plumbing System of additional toilets and integration to main system), Electro- Mechanical (AC System location design of indoor units and integration system of what is on site, Lighting and Power System, Auxiliary Works/ Network/ Cabling/ Data System (BMS in close coordination with ITDS), Fire Detection and Alarm System (Smoke Detector and Sprinkler Location Plan), CATV System, PA/BGM System (Acoustical Design and	Within seven (7) Calendar Days from receipt of 1 st Deliverables	Ninety (90) Calendar Days from receipt of NTP.

Sound System for Media Center, Conference and Meetings Rooms), Telephone System, Security/ CCTV System, Furnishings (Furniture Design, Cabinetries, Counters), and Specialty Works (Shades and Curtains, Signages, etc.) for Approval before Final Design.	
B. Design Phase	
4. Submission of Final Plans of Approved Preliminary Plan for Fit-Outs and Design for Architectural/Civil, Sanitary/Plumbing, Electro-Mechanical, Network/ Cabling/ BMS, Fire Detection and Alarm System, Furnishings, Specialty Works including Working Drawings, Technical Specifications, Detailed Cost Estimates for permit purposes, wherever required, and Bid Documents.	Within Twenty- One (21) Calendar Days from receipt of NTP
5. Approval of Final Plans duly signed and sealed by respective professionals for Fit-Outs and Design for Architectural/ Civil, Sanitary/ Plumbing, Electro-Mechanical, Network/ Cabling/ BMS, Fire Detection and Alarm System, Furnishings, Specialty Works including Working Drawings, Technical Specifications, Detailed Cost Estimates for permit purposes, wherever required, and	Within Twenty- Four (24) Calendar Days from receipt of NTP
C. Contract Documentation Phase	
6. Preparation of documents required for progress reports and work accomplishment for billing purposes relative to the Project as well as contracts, sample approvals, variation reports, and other necessary documents for audit purposes until its completion and acceptance.	Continuous until completion of Project

Deliverables	Deadline/T	imeline		
Mobilization and Site Preparation	Within Fourteen (14) Calendar Days after receipt of NTP			
MECHANICAL WORKS				
ELECTRICAL WORKS (Data Conduit)		Within Total Project		
FIRE PROTECTION WORKS	Within Eighty (80) Calendar	Timeline of Ninety (90)		
SANITARY/ PLUMBING WORKS	Days from receipt of NTP	Calendar Days from		
ARCHITECTURAL/CIVIL WORKS		receipt of NTP.		
NETWORK/CABLING WORKS		1911.		
Testing and Commissioning, Punchlist and Rectification	Within Ten (10) days before the completion of the project			
Project Acceptance & Turn-over	Within Three (3) completion of	•		

DESIGN GUIDELINES

- 1. All design and safety standards shall conform to all national, local and other regulatory entities policies, laws, codes, standards and guidelines and the ETON Centris Construction Guidelines. Any conflict between ETON Centris Construction Guidelines and national codes, the national codes shall prevail.
- 2. All materials for construction and decoration shall be new, non-toxic, not volatile, not flammable (treated with fire retardant if so required), not a carcinogen, non-abrasive and should be ensured to pose no danger before, during after the completion of the project. All materials shall come from legal and sustainable sources.

I. ARCHITECTURAL/ CIVIL WORKS DESIGN STANDARDS

- A. Office Entrance/Treatment on Glass/ Signages/ Color/ Blinds/ Draperies/ Accessibility
 - 1. Main Entrance of the office should cover the full width and height of the storefront opening until the demising walls or columns.
 - 2. Use tempered glass (minimum thickness of 12mm) at not lower than 75% transparency with heavy-duty stainless steel patch fittings. Structural bracing and anchorage for PSA and ETON Centris approval.

- 3. Main Entrance should be frameless glass with standard height of door and fixed panel at 2.4M. Minimum door panel for single doors is 1000mm and 1800mm for double doors. Additional access points subject for special approval by PSA and ETON Centris.
- 4. Vertical handle for entrance shall be 38mm diameters x 300mm length, solid stainless steel, back-to-back, vertical handle complying with ISO9001 (Architectural Hardware) in hairline finish. Submit sample finish for approval by PSA and ETON Centris.
- 5. Glass film, stickers and decals shall preferably be in matte finish. Submit sample for approval by PSA and ETON Centris.
- 6. Install PSA corporate office signage inside leased premises in reception area and designated area for approval of PSA and ETON Centris. Office and Pylon Signage shall be per ETON Centris Construction Guidelines.
- 7. Use corporate color of PSA for all paintworks and decorations.
- 8. The type of roll-up sunscreen shall be provided specially on the curtain wall area. Submit sample and color swatch for approval by PSA and ETON Centris.
- 9. Office layout should provide clear unobstructed access to Utility Rooms with minimum clear width of 1.2M.

B. Demising (Partition) Walls/Perimeter Walls/Columns inside leased area

- 1. Structural columns within lease area should be aesthetically treated.
- 2. All demising/partition wall structures (totally independent layout/ framing system) shall be covered from floor to ceiling with non-combustible materials (CHB or drywall) and must terminate at or above ceiling in a manner that may allow the ceiling plenum air return to fully function. Any deviation shall not be allowed.

It is recommended that the following materials be used for the partitions.

- a) 2-12mm thick gypsum wall board installed at manufacturer's specification and maintain a minimum of 2-hr fire rating.
- b) Fiber cement sheet wall board installed at manufacturer's specification and maintain a minimum of 2-hr fire rating.
- 3. If wood paneling or other combustible materials are proposed as wall cladding. This should be installed on a sub-wall made of non-combustible wall structure that has a minimum fire hour rating of not less than 2-hours (submit certificate).
- 4. Anchoring method for partitions on floor slab and ceiling shall be submitted or review and approval of RCBC Realty Corporation.
- 5. All partitions terminating to the exterior glass curtain wall should be aligned or terminated on the vertical mullion of the exterior glass wall (submit termination details for your strict compliance). At no instance shall the mullion, sill closure or any part of the curtain wall be subjected to any pressure/load, nor any permanent fixing be allowed. A 0.30M glass fin is recommended or rubber gaskets are recommended to be used as sealing material to abut to the vertical mullion.
- 6. Media Room, Training Rooms, and Consultants Room shall be sound proofed.
 - The following are the list of areas with low partition:

7.

- a. Feedback and Grievance Division (FGD)
- b. Social Protection Use Cases Division (SPUCD)
- c. Government Service Use Cases Division (GSUCD)
- d. Financial and Private Sector Use Cases Division (FPSUCD)
- e. Monitoring and Evaluation Division (MED)

- f. Planning and Policy Coordination Division (PPCD)
- g. Infrastructure and System Management Division (ISMD)
- h. Device Certification and Relying Party Integration Division (DCRPID)
- i. Information and Cybersecurity Division (ICD)
- j. Registration Management Division (RMD)
- k. ID Processing and Management Division (IDPMD)

C. Ceiling

- 1. Standard finish floor to ceiling line is 2.70M. It should be based on the standard height of elevator lobbies. All ceiling support should be anchored on slab above and double walls at the sides. No ceiling support lines shall be connected to existing elements of the building, i.e., sprinkler lines, utility lines, electrical conduits, ducts, etc.
- 2. All ceiling system should be supported adequately and shall be able to withstand Zone 4 seismic forces.
- 3. Threaded Hanger Ga. 10 steel rods at 1.20M. on center bothways with adjustable clips and expansion bolt are allowed.
- 4. Use gypsum board (moisture resistant on all T&B, pantry/kitchen area) with steel frames for ceiling furring and channels or fiber cement (ficem) boards with steel frames.
- 5. Provision for access manholes (600mm x 600mm) should be incorporated per approved design.
- 6. A curtain cove shall be provided along the exterior curtain wall system. A general detail shall be submitted for approval by PSA and ETON Centris.

D. Flooring

- 1. Standard flooring is ready to receive carpet tiles. Chipping works needed for installation of tiles.
- 2. Finish for wet areas are 600mm x 600mm x 10mm thick homogenous porcelain tiles. Submit sample and pattern for approval by PSA and ETON Centris.
- 3. Office floor finish must be level with common hallway finish. Provide 25mm x 3mm thick stainless steel strip threshold between office entrance and elevator lobby.
- 4. Flooring materials should be hard-surface, high-quality and durable such as engineered wood, granite, marble or homogenous tiles.
- 5. Approval of punch-thru works must be based on the building structure and quality of holes. Provide rebar scanning results prior to coring works. Cutting of slab steel reinforcements is not allowed. Provide pipe sleeves on all penetrated walls, beams and floors.
- 6. Chipping for cabling works of 38mm depth is allowed.
- 7. Provide water-proofing on kitchen, pantry, T&B, and all wet areas. Use 3-ply membrane type with 300% elasticity. Provide sample/brochure for approval by PSA and ETON Centris. Application shall be over the whole required area and along walls, enclosures or vertical terminations at a minimum height of 300mm above the finished floor.
- 7. Flood Testing duration is 24 hours to be witnessed and inspected by PSA and ETON Centris.

E. Furniture

- 1. All furniture should be elegant, tasteful, high-quality, durable, permanent and easily maintainable.
- 2. Submit shop drawings, brochures/photos for approval by PSA and ETON Centris prior to fabrication and delivery.

F. Door and Frames

- 1. Provide main entrance door (full height, double or single leaf, clear tempered glass, frameless panel with stainless steel push/pull handle and patch fitting) complete with lock set based on building standards with security feature (biometric access) for approval by PSA and ETON Centris. Door Access System for Identity Validation Division, Fraud Investigation Division, NOC & SOC, and Server Room.
- 2. Provide Door Schedule (indicate dimensions, location, finishes and specifications) for approval by PSA and ETON Centris.

II. ENGINEERING DESIGN STANDARDS

A. Structural

- 1. The structural floor of the office is designed to carry a 5.0 sq.m. per person load density.
- 2. Heavy loads if required must be advised to ETON Centris prior to any planning and implementation.

B. Electrical

- 1. All areas along the building perimeter must have a cohesive lighting. No lighting fixture should be installed within 600mm from the inner face of the perimeter wall. Recommended lighting fixtures should be LED in cool white or daylight only. Reception area lighting may be in warm white. Office entrance lighting should be cool white.
- 2. Verify existing voltages and ampere provisions on site. Verify electrical meter requirements, electrical stub-out guidelines, electric panel and circuit breaker requirements. Submit samples where required for approval by PSA and ETON Centris.
- 3. Chipping of structural surfaces, masonry demising walls and slabs are not allowed, use double wall for wiring of utilities.
- 4. Conduits for feeder lines and branches shall use Intermediate Metallic Conduit (IMC) only for both embedded and exposed. Electrical Metallic Tubing (EMT) conduit shall only be used for auxiliaries (e.g., CCTV, Sound System, FDAS, Communication). Flexible Metallic Tubing (FMT) shall only be used on hanging lighting fixtures for more than 0.30m from the ceiling.
- 5. Provide sample for approval by PSA and ETON Centris for wiring installations. Only THHN wires shall be used for indoor and THWN for outdoor. (minimum of 3.5 mm2 diameter stranded copper wire. Exposed and open wirings are not allowed.
- 6. All main power and line feeders shall be provided with grounding system and shall follow ETON Centris wire color coding.
- 7. Embedding of Pipes other than IMC and EMT is prohibited.
- 8. Junction boxes, pull boxes, utility boxes, and adaptors shall be galvanized iron covered with G.I. sheet covers.

- 9. Provide hangers and supports every 1.5M length. Use 10mm round bar anchored unto the slab soffit. Anchoring at any load bearing structures shall not be allowed.
- 10. All wiring systems shall comply with the general specifications of the latest edition of the Philippine Electric Code.
- 11. Royal Cords shall not be allowed.
- 12. All wire splicing should be done inside junction boxes.
- 13. Illumination Design must conform to the Maximum Allowed Lighting Power Allotment by ETON Centris.
- 14. Ordinary open and box type LED light fixture mounted on the ceiling or hanged on the slab soffit are not acceptable.
- 15. Provide separate outlet for Emergency Light with 1.5-hour rated battery pack. A separate circuit shall be provided for emergency lighting complete with a separate circuit breaker.
- 16. Load Schedule Computation of lighting outlets shall be 100 volt-amperes per outlet and convenience outlets shall be 90 volts-ampere per yoke.
- 17. Convenience outlet including pop-out type outlet shall be duplex grounding type with minimum rating of 20 amperes, 230 volts. One duplex outlet per workstation.
- 18. All convenience outlet to be installed shall be 3-prong and 3-wired (Line, Neutral and Ground).
- 19. Outlets installed on wet areas and those that will be serving cooking equipment shall be Ground Fault Circuit Interrupter (GFCI) complete with GFCI breaker at the electrical panel.
- 20. Light switches shall have LED indicators.
- 21. Coordinate with building-based FDAS contractor for Materials Specification, Procedure and Interfacing for additional smoke and heat detectors.
- 22. Each enclosed space shall be provided with at least 1 smoke detector. Heat detectors for kitchen areas and smoke detectors for pantry. Wiring shall be minimum of Thermoplastic Fixture (TF) wire of 1.25mm2 diameter. Photoelectric Type smoke detectors shall be used. Install a smoke detector within 1.5-meter radius of an electrical distribution panel.
- 23. Telephone and cable installation shall use a minimum cable type of CAT 5E and can sustain 1Gbps during testing. One data port per workstation, data port per enclosed room: 4 ports for every 20sqm room.
- 24. Uninterrupted Power Supply (UPS) shall be 10-100KVA with initial setup of 20KVA.
- 25. Each floor shall have 3 42U server racks and additional rack for the modular UPS. 11F to 12F backbone shall be Fiber Optic Cable.
- 26. All CCTV cameras shall be IP based with full area coverage on common workstations.

C. Mechanical

- 1. All mechanical engineering works must comply with the latest Philippine Mechanical Engineering Code (PMEC) and in accordance with the provisions of the latest ASHRAE standards.
- 2. Office spaces must attain 22.5 to 23.5 degrees Celsius supply comfort cooling condition at an air movement of 0.0762 to 0.127 m/s at 50%-60% RH achieved within 30 minutes after AC operation start-up.
- 3. AC and Ventilation shall be made of G.I. sheets (GA #24, low velocity construction conforming to ASHRAE and Sheet Metal and Air-Conditioning

Contractor's National Association (SMACNA) standards, and provided with fiberglass insulation (25mm thick) with integral aluminum vapor barrier.

- 4. Outdoor fresh air requirement shall be 20% of total air flow rate of AC unit.
- 5. Condensate drain pipe shall be connected to designated condensate line. Interconnection of condensate drain pipe to soil pipe, kitchen waste pipe and storm drain pipe are not allowed.
- 6. FCU shall have secondary drain pans with sufficient insulation and protective paint. FCU capacity is 1.5 HP to 3.0 HP and the allowable capacity for additional FCU is subject for approval of ETON Property Management Office (PMO)
- 7. Submit for approval manufacturers data specification certifying the A/C capacity in tons of refrigerant.
- 8. Provide continuous corner beads for A/C ducts. Do not use G.I. wires. All ductworks shall conform to SMACNA standards.
- 9. Provide proper Air Return (ducted or open return). Installation of splitter damper is not allowed. A manual volume damper shall be installed in every tapping of branch duct to main duct. Each AC diffuser should have opposed volume dampers for air balancing purposes.
- Provide miscellaneous details for ACCU and FCU installation on plans (hanger and supports, insulation and refrigerant pipes, ductworks and mounting details). Provide isometric view and top view for ACCU and FCU installation on plans. ACCU location for approval of ETON Property Management Office (PMO) mechanical engineers.
- 11. Copper tubing shall be insulated with foam insulation and polyethylene tape. Copper tubes deemed as eyesore shall be cladded. All chilled water pipe installation shall undergo hydrostatic pressure test at 150 psi for 24 hours prior to installation of pipe insulation.
- 12. Provide waterproofing in punch thru holes and pipe sleeves shall be provided on all masonry walls and concrete floors.
- 13. Additional air-conditioning units including coring works should be shown on plan. Approval for the type and brand of additional AC shall be by PSA and ETON Centris. All A/C installations shall be provided with reasonable access for maintenance.
- 14. All AC and fresh air ducts shall undergo light test prior to installation. Tests shall be witnessed by PSA and PMO representatives.
- 15. Installation of odor and smoke abatement equipment such as ozonizer and ionizer is required on smoking and pantry.
- 16. Refer to latest version of PMEC for standards in the identification of pipes. When painted on open ceiling designs, all conduits, pipes, ducts and valves must be tagged with color-coded bands.

D. Fire Protection

- 1. All installation shall be done in accordance with NFPA 13 standards and Fire Code of the Philippines.
- 2. Works on existing sprinklers shall be done by buildings accredited contractor upon approval by PSA and ETON Centris. Any modification and relocation of fire lines and sprinkler heads should carry a warranty and should be submitted to PSA and ETON Centris.
- 3. In areas where non-combustible drop ceiling will be installed (e.g. acoustic, mineral board, fiber cement board, etc.), use semi-recessed pendent-type sprinkler heads of the same type and brand as provided in the building. In areas without drop ceiling (open or exposed), use upright type sprinkler heads.

Sprinkler heads shall be chrome-plated with $15 \text{mm}\emptyset$ (1/2" \emptyset) standard orifice, 5mm fusible glass bulb type and shall be UL listed same brand as provided in the building.

- 4. Partitions from floor to ceiling must be positioned in such a way that the maximum space shall not exceed more than 2.25M from any existing sprinkler heads. If the partition fall on the same location of the sprinkler head/s, the head/s shall be relocated on one side of the partition and additional head/s shall be provided on the other side. Maximum distance of fire sprinkler unit from slab is 300mm. Maximum distance between sprinkler heads shall be 3.0M and unobstructed radius shall be 1.5M.
- 5. Maximum protection area coverage of one sprinkler head (pendent or uprighttype) shall be equivalent to a room hazard as follows: 12.10 m² for ordinary hazard (class 1); 18.60 m² for light hazard.
- 6. All pipes shall be supported with hanger rods or brackets and shall be independent from ceiling, lighting fixture and air-conditioning and ventilation duct supports and steel pipe sleeves on pipes penetrating concrete walls and floors shall be provided.
- 7. Painting of sprinkler heads is not allowed. Fire hose cabinets and portable fire extinguishers are not to be concealed.
- 8. Duct pipe penetrations in walls or slabs shall be sealed with fire rated materials.
- 9. Tests shall be witnessed by PSA and PMO representatives.

E. Water and Sewage Line

- 1. All plumbing and sanitary installation works shall comply with provisions of the National Plumbing Code of the Philippines, The Code of Sanitation of the Philippines and/or the rules and regulations of concerned city or municipality.
- 2. All cold-water line shall be high density polypropylene random copolymer (PPRC) class PN-20, standard conforming to DIN-8077-8078. All water-line should be hydraulically pressure tested for 24 hours at 150psi prior to tapping. All fittings shall be fusion welded. Cold water-line stub-out are on site for verification. Water line tapping shall be provided with isolating gate valve (rising stem), class 250 and provide samples for approval by PSA and ETON Centris.
- 3. Provide pipe sleeves on pipes penetrating walls and floors. Provide proper hangers and/or supports.
- 4. No interconnection tapping allowed for sewer and waste/drainage lines.
- 5. Soil stacks and lateral/branch sanitary waste shall be Polyvinyl Chloride Pipes (PVC) series 1000 and provide samples for approval by PSA and ETON Centris. Fittings shall be solvent cement joint conforming to ASTM D2564. Stub-our for verification on site.
- 6. All pantry sink collector lines shall be cast iron soil pipe (CISP) and fittings, service weight for all horizontal runs, stacks and collector shall be conforming to CISP standard 301 ASTM A-88 or ASTM A74 and provide samples for approval by PSA and ETON Centris.
- 7. All FCU drain line shall be PVC series 1000 with elastomeric thermal insulation and provide samples for approval by PSA and ETON Centris.
- 8. All floor cleanout (FCO) and floor drain (FD) shall be accessible for maintenance and shall be brass finished with cast-iron housing locally manufactured. FCO must be installed at every end of the line. Provide samples for approval by PSA and ETON Centris.

- 9. All valves and fittings for cold water line shall be hydraulically pressure tested to a minimum of 150psi rating. Sewer and vent lines shall be tested by gravity method for any leaks for at least 24 hours.
- 10. Provide calibrated water meter with calibration certificate and provide samples for approval by PSA and ETON Centris. Meter should be accessible to the person assigned to take the water consumption readings.
- 11. All plumbing works (water, sanitary, waste and vent systems) shall be supervised by PMO technicians/engineers of ETON Centris.
- 12. All sink shall be provided with grease trap with 4 chambers and 3 partitions with removable solid strainer at the first chamber. Clean-out at the discharge side of the grease trap shall be provided. Minimum clearance of 0.30M from top of chamber to the bottom of the sink must be ensured for accessibility.
- 13. All wet areas (toilet, pantry, kitchen sinks, etc.) shall be required to have a membrane type hot press 3-later waterproofing subject to flood testing prior to installation of tiles or other finishes.
- 14. Separate soil pipe and kitchen waste pipe. Provide isolation valves to all water supply lines for each fixture.
- 15. Install a minimum 2-stage water filter for the water system.
- 16. Tests shall be witnessed by PSA and PMO representatives.

F. Line and Safety

- 1. Emergency lighting facilities for means of egress shall be provided. Exit access shall include only designates stairs, aisles, corridors, and passageways leading to an exit. Where maintenance if illumination depends on changing from one energy source to another, a delay of not more than 10 seconds shall be permitted.
- 2. Emergency illumination shall be provided for not less than 1 ½ hours in the event of power failure of normal lighting. Initial illumination not less than an average of 10.8 lux (1ft-candle) and at any point not less than 1.1 lux (0.1ft-candle), measured along the path of egress at floor level. Illumination levels shall be permitted to decline to not less than an average of 6.5 lux (0.6ft-candle) and, at any point, not less than 6.5 lux (0.6ft-candle) at the end of the 1 ½ hours. A maximum-to-minimum illumination uniformity ratio of 40 to 1 shall not be exceeded.
- 3. Provision of emergency lighting/illumination shall be automatic in the event of any interruption of normal lighting due to: a) failure of public utility or other outside electrical power supply, b) opening of a circuit breaker or fuse, c) manual act/s, including accidental short-circuiting.
- 4. Battery-operated emergency lights shall use only reliable types of rechargeable batteries provided with suitable facilities for maintaining them in properly charged condition. Batteries used in such lights or units shall be approved for their intended use and shall comply with the NFPA 70. It shall be either continuously in operation or shall be capable of repeated automatic operation without manual intervention.
- 5. Testing of required emergency lighting systems shall be made prior to acceptance and witnessed by PSA and PMO representatives.
- 6. Where required, means of egress shall be marked in accordance with this Section. Exits, other than main exterior exit doors that obviously and clearly are identifiable as exits, shall be marked by an approved sign that is readily visible from any direction of exit access.
- 7. Access to exits shall be marked by approved readily visible signs in all cases where the exit or way to reach the exit is not readily apparent to the occupants.

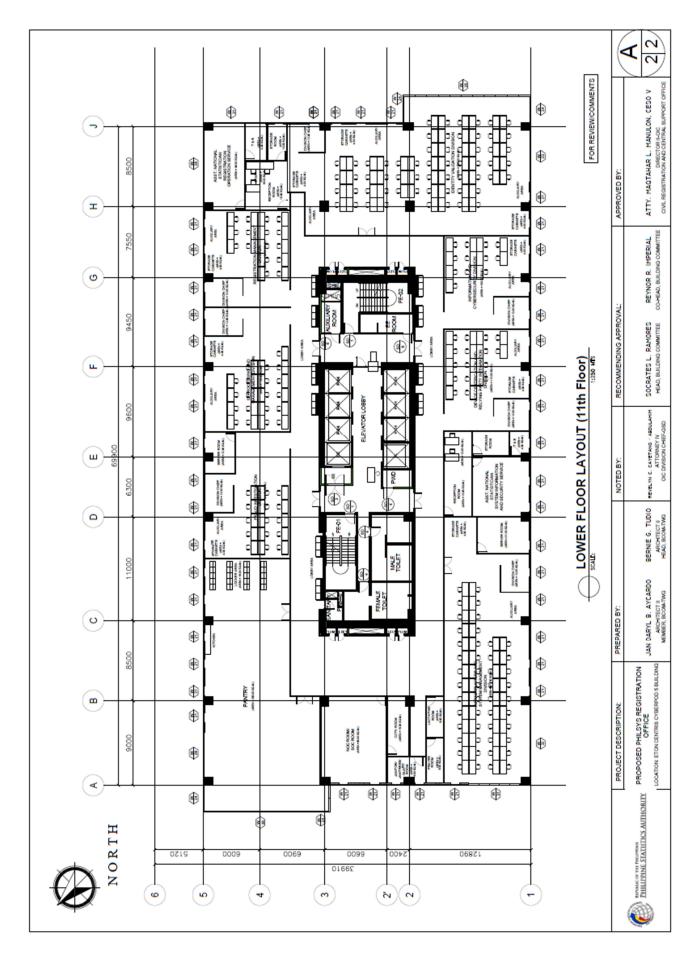
New sign placement shall be such that no point in an exit access corridor is in excess of the rated viewing distance or 30M (100ft), whichever is less, from the nearest sign.

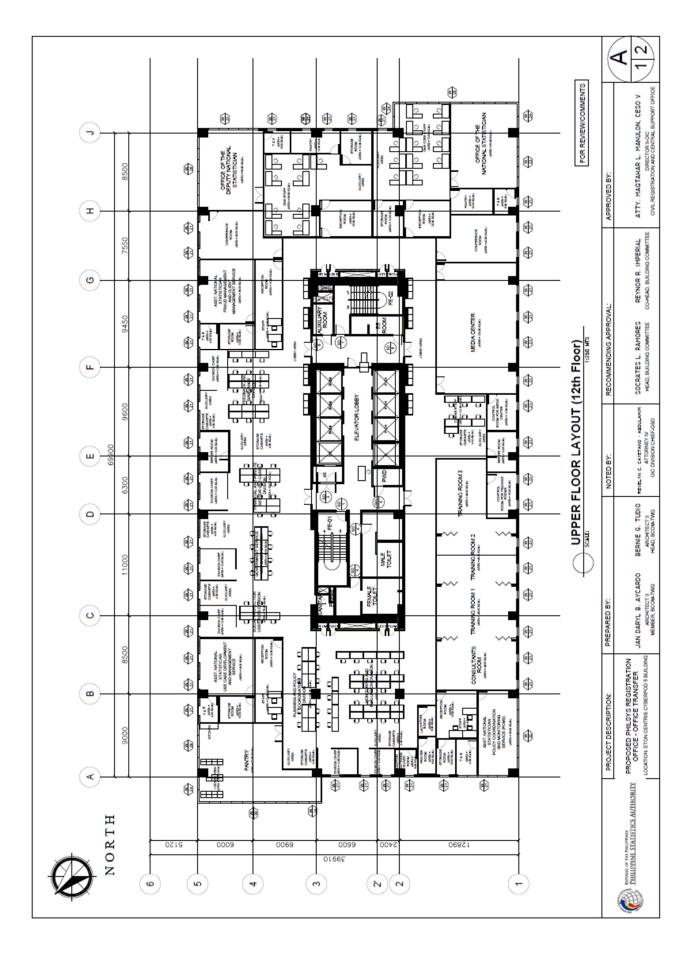
8. All signs showing direction of travel shall be placed at every location where the direction of travel to reach the nearest exit is not apparent. Signs required shall read as follows in plain legible letters, or appropriate wording shall be used: EXIT.

Specifications by designer shall conform to all national, local and other regulatory entities policies, laws, codes, standards and guidelines and the ETON Centris Construction Guidelines. Any conflict between ETON Centris Construction Guidelines and national codes, the national codes shall prevail.

Section VII. Drawings

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]





Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

PROJECT	: DESIGN AND BUILD FIT-OUT SERVICES
	: ETON CENRIS CYBERPOD 5, EDSA, QUEZON CITY : 4667.63 sa.m.
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SUMMARY (see FPF 2)

	CONSULTANCY COST (STAGE 1 - DESIGN OF FIT-OUT)	
3	DESIGN OF FIT-OUT (see	
	TOTAL AMOUNT (STAGE 1)	3

tem	Description	Total Amount
1	GENERAL REQUIREMENTS	
H	ELECTRICAL WORKS	
ш	MECHANICAL WORKS	
IV	ELECTRONICS/ AUXILIARY WORKS	
v	PLUMBING WORKS	
VI	ARCHITECTURAL/ CIVIL WORKS	
VII	FIRE PROTECTION WORKS	
VIII	FURNITURE & SPECIALTY WORKS	
	TOTAL AMOUNT (STAGE 2)	

Submitted by:

Bill of Quantities for Stage 2

	1						IN PERCENT	TOTA	AL MARK-UP		TOTAL		
ITEM NO.		DESCRIPTION	QUANTITY	UNIT	DIRECT COST	OCM	PROFIT	%	VALUE	VAT	INDIRECT COST	UNIT COST	TOTAL COST
1		2	3	4	5	6	7	8	9 5×8	10 5%[5+9]	11 9+10	12 5+11	13 12x3
1	GENER	AL REQUIREMENTS/PRELIMINARIES		2						5		2	
	L.1	Mobilization	1.00	lot									
	1.2	Permits and Licenses	1.00	lot									
	1.3	Temporary Facilities	3.00	month/s									
	1.4	Temporary Utilities (Water, Electricity , Internet and Communication)	3.00	month/s									
	1.5	Site Supervision /Site Management and Office Expenses	3.00	month/s							5		
	I.6	Safety and Security	3.00	month/s									
	1.7	Bonds and Insurances											
		1.7.1 Surety Bond	3.00	month/s									
		1.7.2 Performance Bond	3.00	month/s							~		
		1.7.3 Guarantee Bond	3.00	month/s							2		
		1.7.4 Contractors All Risk Insurance	3.00	month/s									
		1.7.5 Contractor Employees Accident Insurance and CGL	3.00	month/s									
	1.8	As-Built Drawings and Shop Drawings	3.00	month/s									
	1.9	Quality Control/ Testing and Commisioning	1.00	lot									
	1.10	Site Clearing and Demobilization	1.00	lot									
	1.11	Additional Construction Safety & Health (Covid Response)	1.00	lot									

I. GENERAL REQUIREMENTS

Submitted by:

Authorized Representative Name Company Date TOTAL

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	DIRECT COST	MARK-UPS IN PERCENT		TOTAL MARK-UP		VAT	TOTAL	UNIT COST	0000000000000	
ITEM NO.	LESURPTION		QUANITY		UNIT	OCM PROFIT		%	VALUE	VAI	INDIRECT COST	UNITOUSI	TOTAL COST
t		(2)	3	4	5	6	7	8	9 578	10 5%[5+9]	11 9+10	12 5+11	13 12x3
U.		IICAL WORKS (Provide Detailed Estimates with Detailed Unit Price s (DUPA) for each item)											
	II.1.	POWER SUPPLY (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)											
		II.1.1 Breakers			S.	e R			2				
		II.1.2 Wiring System											
		IL1.3 Fixtures			8	0		0			2		
	11.2	LIGHTING SYSTEM (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)				К. 					8		
		II.2.1 Breakers	20					0					
		II.2.2 Wiring System				2					2 3		
		II.2.3 Fixtures											

TOTAL

II. ELECTRICAL WORKS

Submitted by:

	DESCRIPTION		QUANTITY	UNIT		MARK-UPS	IN PERCENT	TOTA	L MARK-UP	VAT	TOTAL	UNIT COST	TOTAL COST
ITEM NO.	LEGURIPTION			UNIT	DIRECT COST	OCM	PROFIT	% VALUE		VAL	INDIRECT COST	UNIT COST	TOTAL COST
1	8	2	3	4	5	6	7	8	9 5X8	10 5%[5+9]	11 9+10	12 5+11	13 12x3
Ш		NICAL WORKS (Provide Detailed Estimates with Detailed Unit Price s (DUPA) for each item)								s			6
	III.1	ARCONDITIONING WORKS (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)											
		III.1.1 Breakers		× ×				2					
		III.1.2 Wiring and Control Systems						2					
		III.1.3 Copper Piping Sytem						3					
	11.2	VENTILATION WORKS (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)		s						6		3	e G
		III.2.1 Fresh Air Ventilation System											
		III.2.2 Exhaust/Ventilation System		0									
		III.2.3 Toilet Exhaust Sytem		5 ÷		2		2		9 6			9

TOTAL

III. MECHANICAL WORKS (HVAC)

note: All mechanical works shall be based on specs of the designer and must be verified to comply with national/local codes, standards and ETON Centris Guidelines.

Submitted by:

IV. ELECTRONICS/ AUXILIARY WORKS

					10.00000-000000000	MARK-UPS	IN PERCENT	TOT	AL MARK-UP		TOTAL		
ITEM NO.	~	DESCRIPTION	QUANTITY	UNIT	DIRECT COST	ОСМ	PROFIT	%	VALUE	VAT	INDIRECT COST	UNIT COST	TOTAL COST
1		2	3	4	5	6	7	8	9 5X8	10 5%[5+9]	11 9+10	12 5+11	13 12x3
IV.	ELECTR	RONICS/ AUXILIARY WORKS			2						6		
	IV.1.	ELECTRONICS/ AUXILIARY WORKS (Network/Structured Cabling: etc) (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)											
	IV.2.	X-RAY MACHINES [Entrance] (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)	2.00	unit/s	<i></i>	4.5 		2					
	IV.3	THERMAL SCANNER AND MONITOR [Entrance] (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)	2.00	unit/s	26 26			20					
	ا√.4	LED WALLS [Entrance] (1.5m H \times 2m L)(Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item).	2.00	unit/s	2	. 2							-
	₩.5	LED WALL FOR MEDIA CENTER (2m H \times 3.0m L)(Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)	1.00	unit/s		5	0	8			2		
	11.5.	MEDIA CENTER/ TRAINING ROOM CONTROL SYSTEMS (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)	1.00	unit/s									

note: All electronic/ auxiliary works shall be based on specs of the designer and must be verified to comply with national/local codes, standards and ETON Centris Guidelines.

TOTAL

Submitted by:

V. SANITARY/ PLUMBING WORKS

ITEM NO.		DESCRIPTION		UNIT		MARK-UPS	IN PERCENT	TOT	AL MARK-UP	VAT	TOTAL	UNIT COST	TOTAL COST
TEM NO.		DESCRIMINON	QUANTITY	UNIT	DIRECT COST	OCM	PROFIT	%	VALUE	VAL	INDIRECT COST	UNIT COST	IOTAL COST
15		2	3	4	5	6	7	8	9 5X8	10 5%[5+9]	11 9+10	12 5+11	13 12x3
V.		RY/ PLUMBING WORKS (Provide Detailed Estimates with Detailed Unit alysis (DUPA) for each item)											
	V:1.	\ensuremath{TOILET} (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)											
		$\forall .1.1.$ Piping System (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)			15	15	0 8				2		
		$\forall .1.2.$ Fixtures (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)											
		$\forall .1.3.$ Tile Works (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)						2					
	V.2	PANTRY (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)						e v					
		$\rm V.2.1.$ Piping System (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)	0 3										
		$\rm V.2.2.$ Fixtures (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)											
		$\rm V.2.3.$ Tile Works (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)											

TOTAL

Submitted by:

ITEM NO.	DESCRIPTION		QUANTITY	UNIT	DIRECT COST	MARK-UPS	IN PERCENT	TOTA	L MARK-UP	VAT	TOTAL	UNIT COST	TOTAL COST
TEM NO.	as.	DEDUKE NUK		UNIT	DIRECTOUST	OCM PROFIT		% VALUE		VAL	INDIRECT COST	dain ober	IOINE COOT
tS	~	2				6	7	B	9 5X8	10 5% [5+9]	11 9+10	12 5+11	13 12x3
VI.		ECTURAL/ CIVIL WORKS (Provide Detailed Estimates with Detailed Unit alysis (DUPA) for each item)							5 5	5 (5 5 (8			5
	VL1.	FLOOR FINISHES (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)											
	VI.2.	CELLING WORKS (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)							ç	8 (8			
	VI.3.	WALLS/ FINISHES								5 G			
		VI.3.1, GLASS WALLS/ FINISHES (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)											
		VI.3.2. DRY WALLS/ FINISHES (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)								8 8 8			2
		VI.3.3, CONCRETE WALLS/ FINISHES (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)								5 5			6
	VL4.	CABINETRY (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)											
	VE5.	AGENCY SIGNAGE/LOGO (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)								2 0			2
	VL8.	DOORS (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)											6
	VI.7.	AGENCY SIGNAGE/LOGO											

VI ARCHITECTURAL/CIVIL WORKS

TOTAL

Submitted by:

VII. FIRE PROTECTION WORKS

ITEM NO.	DESCRIPTION		UNIT	DIRECT COST	MARK-UPS IN PERCENT		TOTAL MARK-UP		VAT	TOTAL	UNIT COST	TOTAL COST
TEN NO.	, DESCRIPTION	QUANTITY		Directioust	OCM	PROFIT	%	VALUE	, voi	INDIRECT COST	UNIT COST	
1	2	6	4		6	7	8	9 5X8	10 5%(5+9)	11 9+10	12. 5+11	13 12x3
	FIRE PROTECTION WORKS (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)						2				8	
	VIL1. BI Piping System											
	VII.2. Installation of Additional Sprinklers		о — — — — — — — — — — — — — — — — — — —				4		2		с 	

note: All fire protection works shall be based on specs of the designer and must be verified to comply with national/local codes, standards and ETON Centris Guidelines.

TOTAL

Submitted by:

VIII. FURNITURE & SPECIALTY WORKS

ITEM NO.		DESCRIPTION	QUANTITY	UNIT	DIRECT COST	MARK-UPS	IN PERCENT	TOT	AL MARK-UP	VAT	TOTAL	UNIT COST	TOTAL COST
TIEN NO.			and all a second			OCM	PROFIT	%	VALUE		INDIRECT COST	dian coor	10.02.0001
1	2			4		6	7	8	9 5X8	10 5%[5+9]	11 9+10	12 5+11	13 12x3
VII.	FURNITU	JRE & SPECIALTY WORKS						ç.				8	
	VII.1.	WORKSTATIONS 1	23.00	unit/s		2		8	2			3	
	V#I.2.	WORKSTATIONS 2	261.00	unit/s		3		5	0	6 8			5
		LOOSE FURNITURE/DECOR (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)	1.00	<mark>l</mark> ot				ð	0				5
	VIL4.	BLINDS (Provide Detailed Estimates with Detailed Unit Price Analysis (DUPA) for each item)	1.00	lot				¢ 2	е К			2 5	е 5

note: All furniture and specialty works works shall be based on specs of the designer and must be verified to comply with national/local codes, standards and ETON Centris Guidelines.

TOTAL

Submitted by:

Authorized Repres<mark>ent</mark>ative Name Company Date

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TE	CHNI	CAL COMPONENT ENVELOPE
		Class "A" Documents
Le	gal Do	cuments
] (a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); <u>or</u>
] (b)	Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; <u>and</u>
] (c)	Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; <u>and</u>
] (e)	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Te</u>	chnica	l Documents
] (f)	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; <u>and</u>
] (g)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; <u>and</u>
] (h)	Philippine Contractors Accreditation Board (PCAB) License; <u>or</u> Special PCAB License in case of Joint Ventures; <u>and</u> registration for the type and cost of the contract to be bid; <u>and</u>
] (i)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
	(j)	Project Requirements, which shall include the following:
]	a. Organizational chart for the contract to be bid;
		b. Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring entity;

		c. Design and construction methods;
		d. Value engineering analysis of design and construction method;
		e. List of contractor's key personnel (<i>e.g.</i> , Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
		f. Valid licenses issued by the Professional Regulatory Commission (PRC) and other certificates for key personnel (see 10.4 of BDS);
		g. List of contractor's major equipment units (see 10.5 of BDS for minimum equipment list), 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; <u>and</u>
		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.
<u>Fin</u>	ancial	Documents
	1	The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
		The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
		Class "B" Documents
	1	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. FIN	ANCIA	AL COMPONENT ENVELOPE
	(o) (Driginal of duly signed and accomplished Financial Bid Form; <u>and</u>
Oth	er docu	mentarv requirements under RA No. 9184

(p)	Original of duly signed Bid Prices in the Bill of Quantities; and
(q)	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 (Detailed Unit Price Analysis [DUPA]); and
(r)	Cash Flow by Quarter.

`Section X. Bid Forms for Stage I – Design for Fit-out

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

In connection with your Request for Expression of Interest dated *[insert date]* for *[Title of Project]*, *[Name of Designer/Contractor]* hereby expresses interest in participating in the eligibility and short listing for said Project and submits the attached eligibility documents in compliance with the Eligibility Documents therefor.

In line with this submission, we certify that:

- a) *[Name of Designer/Contractor*] is not blacklisted or barred from bidding by the GoP or any of its agencies, offices, corporations, LGUs, or autonomous regional government, including foreign government/foreign or international financing institution; and
- b) Each of the documents submitted herewith is an authentic copy of the original, complete, and all statements and information provided therein are true and correct.

We acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our submission irrespective of whether we are declared eligible and short listed or not.

We further acknowledge that failure to sign this Eligibility Document Submission Form shall be a ground for our disqualification.

Yours sincerely,

Signature Name and Title of Authorized Signatory Name of Designer/Contractor Address

Notes for Designer/Contractor

The following summarizes the content and maximum number of pages permitted for the Technical Proposal. A page is considered to be one printed side of A4 or letter sized paper.

Cover Letter

Use TPF 1. Technical Proposal Submission Form.

Experience of the Firm

Maximum of *[insert acceptable number of pages]* introducing the background and general experience of the Designer/Contractor, including its partner(s) and subconsultants, if any.

Maximum of *[insert acceptable number of pages]* completed projects in the format of TPF 2. Designer/Contractor's References illustrating the relevant experience of the Consultant, including its partner and subconsultants, if any. No promotional material should be included.

General approach and methodology, work and staffing schedule

Use TPF 4. Description of the Methodology and Work Plan for Performing the Project, TPF 5. Team Composition and Task , TPF 7. Time Schedule for Professional Personnel, and TPF 8. Activity (Work) Schedule.

If the Designer/Contractor will engage a subconsultant for the portions of the Design and Build Scheme Services allowed to be subcontracted, the Designer/Contractor shall indicate which portions of the Design and Build Services will be subcontracted, identify the corresponding subconsultant, and include the legal eligibility documents of such subconsultant.

Curriculum Vitae (CV)

Use TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff.

Comments on the terms of reference and data and facilities to be provided by the Procuring Entity

Not more than *[insert acceptable number of pages]* using TPF 3. Comments and Suggestions of Designer/Contractor on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Designer/Contractor.

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [*Title of Project*] in accordance with your Bidding Documents dated [*insert date*] and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

In accordance with **ITB** Clause 21.1, we confirm that the information contained in the eligibility documents submitted earlier together with the Expression of Interest remain correct as of the date of bid submission.

If negotiations are held during the period of bid validity, *i.e.*, before *[insert date]*, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

In accordance with GCC Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

We understand you are not bound to accept any Bid received for the selection of a consultant for the Project.

We acknowledge that failure to sign this Technical Proposal Submission Form and the abovementioned Financial Proposal Submission Form shall be a ground for the rejection of our Bid.

We remain,

Yours sincerely,

Authorized Signature: Name and Title of Signatory:

Name of Firm:

Address:

Relevant Services Carried Out in the Last Five Years

That Best Illustrate Qualifications

Using the format below, provide information on each project for which your firm/entity, either individually, as a corporate entity, or as one of the major companies within an association, was legally contracted.

Project Name:	Country:						
Location within Country:	Professional Staff Provided by Your Firm/Entity(profiles):						
Name of Client:	№ of Staff:						
Address:	№ of Staff-Months; Duration of Project:						
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):					
Name of Associated Consultants	s, if any:	Nº of Months of Professional Staff Provided by Associated Consultants:					
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:							
Narrative Description of Project:							
Description of Actual Services Provided by Your Staff:							

Designer/Contractor's Name:

TPF 3. Comments and Suggestions of Designer/Contractor on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity

On the Terms of Reference:

1.			
2.			
3.			
4.			
5.			

On the data, services, and facilities to be provided by the Procuring Entity:

1.			
2.			
3.			
4.			
5.			

TPF 4. Description of the Methodology and Work Plan for Performing the Project

TPF 5. Team Composition and Task (Stage 1)

1. Technical/Managerial Staff								
Name	Position	Task						

2. Support Staff								
Name	Position	Task						

3 Where applicable, indicate relationships among the Designer/Contractor and any partner and/or subconsultant, the Procuring Entity, the Funding Source and other parties or stakeholders.

Proposed Position:	
Name of Firm:	
Name of Staff:	
Profession:	
Date of Birth:	
Years with Firm/Entity:	Nationality:
Membership in Professional Societies:	
Detailed Tasks Assigned:	

TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff (Stage 1 and 2)

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Commitment:

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

Date:

[Signature of staff member and authorized representative of the firm]

Day/Month/Year

Full name of staff member: Full name of authorized representative: **SUBSCRIBED AND SWORN** to before me this _____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ____ day of [month] [year].

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
 .

TPF 7. Time Schedule for Professional Personnel (Stage 1 and 2)

	Months (in the Form of a Bar Chart)										a Bar Chart)				
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)
Full-time:		Part-time:	I				I			I			1	1	I
Reports Due:															
Activities Duration:															
Location		Signature:													
		(Authorized	d rep	prese	entat	ive)									
	e:														
Title:															
		Address:													

		[1st, 2nd, etc. are months from the start of project.]											
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													

A. Field Investigation and Study Items

B. Completion and Submission of Reports

Report	5	Date
1.	Initial Report	
2.	Interim Progress Report	
	(a) First Status Report	
	(b) Second Status Report	
3.	Draft Report	
4.	Final Report	

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 Designer/Contractor]* with office address at *[address of Designer/Contractor]*;

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

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor or authorized representative of [Name of Designer/Contractor], 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][insert "as shown in the attached duly notarized Special Power of Attorney" for authorized representative];

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]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. *[Name of Designer/Contractor]* 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;

- 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 Designer/Contractor]* 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 Designer/Contractor]* 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 Designer/Contractor] complies with existing labor laws and standards; and
- 8. [Name of Designer/Contractor] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of ____, 20___ at , Philippines.

[Bidder's Representative/Authorized Signatory]

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ____ day of [month] [year].

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 ____.

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES) CITY OF ______) S.S. x------x

Invitation to Bid [Insert reference 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 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 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 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;
 - c. I am/we are declared as the bidder with the Highest Rated 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'S AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this _____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ____ day of [month] [year].

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 _____.

Notes for Designer/Contractor The following summarizes the content of the Financial Proposal. Cover Letter Use FPF 1. Financial Proposal Submission Form, which is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, **Designer/Contractor have:** (a) followed the applicable rules and guidelines indicated in this ITB; (b) not taken any action which is or constitutes a corrupt, fraudulent, or coercive practice as defined in the applicable rules and guidelines; and (c) agrees to allow the Procuring Entity and the Funding Source, at their option, to inspect and audit all accounts, documents, and records relating to the its Bid and to the performance of the ensuing contract. **Costs of Design and Build Fit-Out Services** Use FPF 2. Summary of Costs; FPF 3. Breakdown of Price per Activity; FPF 4. Breakdown of Remuneration per Activity; FPF 5. Reimbursables per Activity; and FPF 6. Miscellaneous Expenses.

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [*Title of Project*] in accordance with your Bidding Documents dated [*insert date*] and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*amount in words and figures*]. This amount is exclusive of the local taxes, which we have estimated at [*amount(s) in words and figures*].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the bid validity period, *i.e.*, *[Date]*.

In accordance with GCC Clause 12, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

We confirm that we have read, understood and accept the contents of the Instructions to Bidders (ITB), the Bid Data Sheet (BDS), General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Terms of Reference (TOR), the provisions relating to the eligibility of Consultant and the applicable guidelines for the procurement rules of the Funding Source, any and all Bid bulletins issued and other attachments and inclusions included in the Bidding Documents sent to us.

We understand you are not bound to accept any Bid you receive.

We remain,

Yours sincerely, Authorized Signature: Name and Title of Signatory: Name of Firm: Address:

FPF 2. Summary of Costs (Stage 1 and 2)

Costs	Currency(ies) ²	Amount in Philippine Peso
Stage I – Design for Fit-out		
Stage II – Construction of Fit-Out		
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		

² In cases of contracts involving foreign consultants, indicate the exchange rate used.

FPF 3. Breakdown of Price per Activity (Stage 1)

Activity No.:	Description: (indicate whether Pre-Design/Design/Contract Documentation)						
Price Component	Currency(ies) ³	Amount in Philippine Peso					
Remuneration							
Reimbursables							
Miscellaneous Expenses							
Subtotal							

³ In cases of contracts involving foreign consultants, indicate the exchange rate used.

Activity No			Description: (indicate whether Pre-Design/Design/Contract Documentation)					
Names	Position	Input ⁴	Remuneration Currency(ies) Rate	Amount				
Regular staff								
Local staff								
Consultants								
Grand Total								

⁴ Staff months, days, or hours as appropriate.

Activity	No:	Description: (indicate whether Pro Design/Design/Contract Documentation)					
No.	Description	Unit	Quantity	Unit Price In	Total Amount In		
1.	International flights	Trip					
2.	Miscellaneous travel expenses						
		Trip					
3.	Subsistence allowance						
		Day					
4.	Local transportation costs ⁵						
5.	Office rent/accommodation/ clerical assistance						
	Grand Total						

⁵ Local transportation costs are not included if local transportation is being made available by the Entity. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Entity.

Activity	No	Description: (indicate whether Pre- Design/Design/Contract Documentation)					
No.	Description	Unit Q	uantity	Unit Price	Total Amour	nt	
1.	Communication costs betweenand						
	(telephone, telegram, telex)						
2.	Drafting, reproduction of reports						
3.	Equipment: vehicles, computers, etc.						
4.	Software						
	Grand Total						

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 Designer/Contractor]* (hereinafter called the "Designer/Contractor").

WHEREAS, the Entity is desirous that the Designer/Contractor execute [name and identification number of contract] (hereinafter called "the Works") and the Entity has accepted the bid for [insert the amount in specified currency in numbers and words] by the Designer/Contractor for the execution and completion of such Design and Build Fit-Out Services 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 shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Terms of Reference
 - (c) Request for Expression of Interest;
 - (d) Instructions to Bidders;
 - (e) Bid Data Sheet;
 - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements 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;
 - (h) Eligibility requirements, documents and/or statements;
 - (i) Performance Security;
 - (j) Notice of Award of Contract and the Bidder's conforme thereto;
 - (k) Other contract documents that may be required by existing laws and/or the Entity.
- 3. In consideration of the payments to be made by the Entity to the Designer/Contractor as hereinafter mentioned, the Designer/Contractor hereby covenants with the Entity to execute and complete the Design and Build Fit-Out Services and remedy any defects therein in conformity with the provisions of this Designer/Contractor in all respects.

4. The Entity hereby covenants to pay the Designer/Contractor in consideration of the execution and completion of the Design and Build Fit-Out Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Binding Signature of Procuring Entity

Binding Signature of Designer/Contractor

[Addendum showing the corrections, if any, made during the bid evaluation should be attached with this agreement]

FPF 7. Sample Title Block Template

Paper Size (A0 size)

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Section XI. Appendices

I. **Description of Services**

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

II. Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

III. Key Personnel and Subconsultants

List under:

- 1. Titles [and names, if already available], detailed job descriptions and minimum qualifications, and staff-months of service, and estimated periods of engagement for each, including a copy of a satisfactory medical certificate.
- 2. Same information as in no. 1 for Key foreign Personnel to be assigned to work outside the Government's country.
- 3. Same information as in no.1 for Key Local Personnel.
- 4. List of approved Subconsultants (if already available) and Counterpart personnel (if allowed); same information with respect to their Personnel as in no.'s 1 and 2.

IV. Breakdown of Contract Price

List here the elements of cost, including expenditures in foreign currency(ies) denominated and payable in Philippine Peso, used to arrive at the itemized breakdown of the contract price:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel)
- 2. Reimbursable expenditures
- 3. Applicable taxes

V. Services and Facilities Provided by the Client

Give detailed description of the services and facilities made available to the Designer/Contractor, and the time and manner of its availment.

VI. Consultant's Representations Regarding Costs and Charges

Breakdown of Remuneration Rates, WB funded projects using Quality Based Selection, Selection Based on the Designer/Contractor's Qualifications and Single Source Selection.

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for projects away from headquarters. To assist the Designer/Contractor in preparing for financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Procuring Entity is charged with the custody of Government funds and is expected to exercise prudence in the expenditure of these funds. The Procuring Entity is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the Designer/Contractor's remuneration rates, certified by an independent auditor. The Designer/Contractor shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the Designer/Contractor's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Procuring Entity does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Designer/Contractor's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that thirteen (13) months' pay be given for twelve (12) months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

Social costs are the costs to the Designer/Contractor of staff's non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during the Contract if no additional staff replacement has been provided. Additional leave taken at the end of the Contract in accordance with the Designer/Contractor's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

Leave cost as percentage of salary⁶ = $\frac{\text{total days leave x 100}}{[365 - w - ph - v - s]}$

It is important to note that leave can be considered a social cost only if the Procuring Entity is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the project and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The Designer/Contractor shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the Contract.

(vii) Away from Headquarters Allowance or Premium

Some Designer/Contractors pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) Subsistence Allowances

⁶ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents – the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursables

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursables. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency.

3. Bank Guarantee

3.1 Payments to the Designer/Contractor, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

VII. BREAKDOWN OF AGREED FIXED RATES⁷

[Currencies:8]									
Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate ⁹	Social Charge (_% of 1)	Overhea d (_% of 1)	Subtotal	Fee (_% of 4)	Away from Headqua rters Allowan ce (% of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (% of 1)
Philip	Philippines								
Home	Home Office								
Signature of Designer/Contractor:						Date:			
Authorized Representative: Name:									

⁷ This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

⁸ If different currencies, a different table for each currency should be used.

⁹ Per month, day, or hour as appropriate.

