**BID DOCUMENTS**

**FOR THE**

**NEGOTIATED PROCUREMENT**

**OF A**

**Five -Year Lease Contract**

**FOR**

**OFFICE SPACES**

**OF THE**

**Philippine Statistics Authority**

Regional Statistical Services Office-National Capital Region

and Provincial Statistical Offices I to V

Manila, Philippines

31 March 2017

Republic of the Philippines

**PHILIPPINE STATISTICS AUTHORITY**

Regional Statistical Services Office

National Capital Region

Philippine Bible Society Building

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**Section I. INVITATION TO SUBMIT PROPOSAL**

**INVITATION TO SUBMIT PROPOSAL FOR THE**

**NEGOTIATED PROCUREMENT**

**No. 01-NP17**

**Lease Contract for Office Spaces for Philippine Statistics Authority National Capital Region-Regional Statistical Services Office and Provincial Statistical Offices I to V**

1. The **PHILIPPINE STATISTICS AUTHORITY REGIONAL STATISTICAL SERVICES OFFICE-NATIONAL CAPITAL REGION (PSA RSSO-NCR) and PROVINCIAL STATISTICAL OFFICES (POs) I TO V**, through the *General Appropriations Act (GAA) of 2017*, intends to apply the sum of  **FIFTY EIGHT MILLION FOUR HUNDRED FORTY ONE THOUSAND FIVE HUNDRED SIXTY PESOS ONLY (PhP 58,441,560.00)** per annumbeing the Approved Budget for the Contract (ABC) to payment under the Five-year Lease Contract for Office Spaces of the **PSA RSSO-NCR and POs I to V** having requirements as described below:
2. **LOCATION**

| **Item** | **Description** |
| --- | --- |
| LOT A  **RSSO-NCR** | The location of the office space to be leased must be strategically located in Quezon City. The proposed office space should be located along major thoroughfares and accessible to MRT/LRT lines and public utility vehicles. |
| LOT B  **NCR-PO I** | The location of the office space to be leased must be strategically located in the City of Manila. The proposed office space should be located along major thoroughfares and accessible to LRT line and public utility vehicles. |
| LOT C  **NCR-PO II** | The location of the office space to be leased must be strategically located in Quezon City. The proposed office space should be located along major thoroughfares and accessible to MRT/LRT lines and public utility vehicles. |
| LOT D  **NCR-PO III** | The location of the office space to be leased must be strategically located in the City of Makati. The proposed office space should be located along major thoroughfares and accessible to MRT/LRT lines and public utility vehicles. |
| LOT E  **NCR-PO IV** | The location of the office space to be leased must be strategically located in Caloocan City (South). The proposed office space should be located along major thoroughfares and accessible to MRT/LRT lines and public utility vehicles. |
| LOT F  **NCR-PO V** | The location of the office space to be leased must be strategically located in Pasay City. The proposed office space should be located along major thoroughfares and accessible to MRT/LRT lines and public utility vehicles. |

1. **SPACE REQUIREMENTS**

| **Item** | **Description** |
| --- | --- |
| LOT A  **RSSO-NCR** | At least 1,100 square meters |
| LOT B  **NCR-PO I** | At least 1,200 square meters |
| LOT C  **NCR-PO II** | At least 1,100 square meters |
| LOT D  **NCR-PO III** | At least 1,500 square meters |
| LOT E  **NCR-PO IV** | At least 1,000 square meters |
| LOT F  **NCR-PO V** | At least 850 square meters |

The bidders may bid for one lot or a combination of lots or on all lots. The Bidder cannot offer the same space to more than one (1) lot.

1. **PARKING REQUIREMENT**

The lessor should provide the following parking requirements:

| **Item** | **Description** |
| --- | --- |
| LOT A  **RSSO-NCR** | The Lessor should provide at least four (4) parking slots within the premises of the building, free of charge, for the exclusive use of the official vehicles and employees of PSA-NCR Regional Office aside from non-exclusive privilege to use common parking space/area for the visitors and clients. |
| LOT B  **NCR-PO I** | The Lessor should provide at least six (4) parking slots within the premises of the building, free of charge, for the exclusive use of the official vehicles and employees of PSA-NCR PO I aside from non-exclusive privilege to use common parking space/area for the visitors and clients. |
| LOT C  **NCR-PO II** | The Lessor should provide at least two (2) parking slots within the premises of the building, free of charge, for the exclusive use of the official vehicles and employees of PSA-NCR PO II aside from non-exclusive privilege to use common parking space/area for the visitors and clients. |
| LOT D  **NCR-PO III** | The Lessor should provide at least two (2) parking slots within the premises of the building, free of charge, for the exclusive use of the official vehicles and employees of PSA-NCR PO III aside from non-exclusive privilege to use common parking space/area for the visitors and clients. |
| LOT E  **NCR-PO IV** | The Lessor should provide at least five (5) parking slots within the premises of the building, free of charge, for the exclusive use of the official vehicles and employees of PSA-NCR PO IV aside from non-exclusive privilege to use common parking space/area for the visitors and clients. |
| LOT F  **NCR-PO V** | The Lessor should provide at least three (3) parking slots within the premises of the building, free of charge, for the exclusive use of the official vehicles and employees of PSA-NCR PO V aside from non-exclusive privilege to use common parking space/area for the visitors and clients. |

1. **BUILDING EQUIPMENT AND FACILITIES**

Office building shall be made of reinforced concrete, structural steel or combination of both. The building must have the following facilities / amenities, viz:

| **Item** | **Description** |
| --- | --- |
| LOT A  **RSSO-NCR** | 1. Main meter for electric and water supply exclusively for the use of the Lessee; 2. Sufficient electrical fixtures, lighting fixtures and convenience outlets. There should also be a provision for electrical system for air conditioning units and other office equipment to be installed; 3. Fire/emergency exits preferably with fire alarm and detection system; 4. Electrical facilities requirement includes;   a. All electrical fixtures, convenient outlets, switches and telephone jacks/terminals shall be in good working conditions;  b. All electrical components within the building shall meet the electrical load requirements provided for PSA-NCR Regional Office;   1. There should be ample provision for communication lines/system;   6. Provision for personnel comfort rooms with lavatory, bidet, mirror, exhaust fan, hose bib; three (3) for male and three (3) for female comfort rooms and another one (1) for male/female exclusive use of the Regional Director;  7. Floor to ceiling clearance must be at least 2.40 meters;  8. The building owner should provide/install for free, a horizontal/vertical Panaflex signage of the PSA-NCR Regional Office and adequate spaces for installation of streamers for information and disseminations;  9. There must be an ample provision of elevator/s for the tenants, PSA NCR Regional Office employees, its’ clientele and visitors;  10. PSA NCR Regional Office should be allowed to demolish/chip portions of walls and floors for the installation of office equipments;  11. With installed window shades;  12. Should have installed air conditioning units enough for the leased space;  13. Provision for additional installation of window type air conditioning units. |
| LOT B  **NCR-PO I** | 1. Main meter for electric and water supply exclusively for the use of the Lessee; 2. Sufficient electrical fixtures, lighting fixtures and convenience outlets. There should also be a provision for electrical system (single phase or three phases) for air conditioning units and other office equipment to be installed; 3. Fire/emergency exits preferably with fire alarms detection systems. 4. Electrical facility requirements include:   a. All electrical fixtures, convenience outlets, switches and telephone jacks/terminals shall all be in good working conditions;  b. All electrical components within the building shall meet the electrical load requirements provided for by the PSA-NCR PO I;   1. There should be ample provision for communication lines / system; 2. Provision for personnel comfort rooms (CR) with lavatory, bidet, mirror, exhaust fans and hose bibs, three (3) for male and three (3) for female comfort rooms and one (1) for male/female exclusive use of the Provincial Statistics Officer; 3. Floor to ceiling clearance must be at least 2.40 meters; 4. The building owners should provide/install for free, a horizontal/vertical panaflex signage of PSA-NCR PO I and adequate spaces for streamer/s display of information and disseminations; 5. The building has an air-cooled / water-cooled air conditioning systems; 6. PSA- NCR PO I should be allowed to demolish/chip portions of wall and floor for the installation of additional office equipment. |
| LOT C  **NCR-PO II** | 1. Main meter for electric and water supply exclusively for the use of the Lessee; 2. Sufficient electrical fixtures, lighting fixtures and convenience outlets. There should also be a provision for electrical system (single phase or three phases) for air conditioning units and other office equipment to be installed; 3. Fire/emergency exits preferably with fire alarm and detection system; 4. Electrical facilities requirement includes; 5. All electrical fixtures, convenient outlets, switches and telephone jacks/terminals shall be in good working conditions; 6. All electrical components within the building shall meet the electrical load requirements provided for PSA-NCR PO II; and 7. There should be ample provision for communication lines/system; 8. Provision for personnel comfort rooms with lavatory, bidet, mirror, exhaust fan, hose bib; three (3) for male and three (3) for female comfort rooms and another one (1) for male/female exclusive use of the Provincial Statistics Officer; 9. Floor to ceiling clearance must be at least 2.40 meters; 10. The building owner should provide/install for free, a horizontal/vertical Panaflex signage of the PSA-NCR PO II and adequate spaces for installation of streamers for information and disseminations; 11. There must be an ample provision elevator/s for the tenants, PSA NCR PO II employees, its’ clientele and visitors; 12. PSA NCR PO II should be allowed to demolish/chip portions of walls and floors for the installation of office equipments.   11. With installed window shades;  12. Should have installed air conditioning units enough for the leased space;  13. Provision for additional installation of window type air conditioning units. |
| LOT D  **NCR-PO III** | 1. Main meter for electric and water supply exclusively for the use of the lessee; 2. Sufficient electrical fixtures, lighting fixtures and convenience outlets. There should also be a provision for electrical system (single phase or three phases) for air-conditioning units and other office equipment to be installed; 3. Fire/emergency exits; preferably has Fire alarm/detection system /sprinklers. 4. Electrical facilities requirements include; 5. With electric power connection and own meter capable of handling all power requirements; 6. All electrical fixtures, convenience outlets, switches, and telephone jacks / terminals shall be in good working condition; 7. All electrical components within the building shall meet the electrical load requirements provided for by PSA - NCR PO III; and 8. There should be ample provision for communication lines / system; 9. Provision for adequate number of personnel comfort room (CR) with lavatory, bidet, mirror, exhaust fan, and hose bib. 10. Provision to Install horizontal/vertical Panaflex signage of PSA-NCR PO III and adequate space for installation of streamer(s)/tarpaulins in and outside of the office/building for information/dissemination; 11. The building has an air-cooled / water-cooled air-conditioning system; 12. Provision for additional installation of window/split type air conditioning units. 13. PSA–NCR PO III should be allowed to demolish/chip portion of walls and floors for the installation of office equipment; |
| LOT E  **NCR-PO IV** | 1. Separate electric meter and water meter for PSA NCR IV exclusively for the use of the lessee; 2. With steady and sufficient supply of water; 3. With adequate lighting and ventilation system; 4. With ample provisions for communication lines/system such as telephone and internet connections for 200 personnel of PSA NCR PO IV office; 5. With adequate air conditioning units; 6. Have separate male comfort rooms with at least two (2) cubicles and female comfort rooms with at least three (3) cubicles and another one comfort room for the exclusive use of the Provincial Statistics Officer 7. With fire alarms/detection system, fire fighting equipments and fire emergency exits as provided by law; 8. With security features like CCTV and secured main entrance; 9. With provisions for all electrical requirements of PSA NCR IV office for 100 – 200 computers; 10. Provision of at least one (1) pylon signage for PSA NCR PO IV; 11. With provision of standby generator for power interruption; 12. Will allow documents, questionnaires, manuals and other similar materials to be brought in/stored in the leased premises; 13. With provision of free Bodega (50-100 sq.m); 14. Provision of venetian blinds for glass partition; 15. With presentable floor tiles, ceiling and painted walls and partitions. |
| LOT F  **NCR-PO V** | 1. Main meter and/or sub-meter for electric and water supply exclusively for the use of the lessee; 2. Sufficient electrical fixtures, lighting fixtures and convenience outlets. There should also be a provision for electrical system (single phase or three phases) for air-conditioning units and other office equipment to be installed; 3. Standby generator set at least for common areas; 4. Water tank; 5. There must be ample provision of elevator for the tenants, PSA - NCR PO V personnel and its clientele/visitors if the building is four (4) storey or above; 6. Fire alarm/detection system, fire-fighting equipment and fire/emergency exits, as provided by law 7. Electrical facilities/requirements;   a. All electrical fixtures, convenience outlets, switches, and telephone jacks / terminals shall be in good working condition;  b. All electrical components within the building shall meet the electrical load requirements provided for by PSA - NCR PO V;   1. There should be ample provision for communication lines / system; 2. Provision for separate comfort room (CR), with at least two (2) cubicles for male and at least three (3) cubicles for female, with lavatory, bidet, mirror, exhaust fan, and hose bib, for exclusive use of PSA-NCR PO V employees and visitors and another one (1) comfort room for exclusive use of the Provincial Statistics Officer of PSA – NCR PO V. 3. There should be provision for installation of horizontal/vertical signage of PSA-NCR PO V and adequate space for installation of streamer(s) for information dissemination; 4. The building has installed adequate air-conditioning system; 5. The building’s common areas must have proper lighting and ventilation; 6. PSA–NCR PO V should be allowed to demolish/chip portion of walls and floors for the installation of office equipments; 7. Overall façade and architectural design appropriate for an office building; 8. Properly maintained, fully–secured, and enclosed. |

NOTE: It should be understood that the spaces of external and internal walls within the perimeter whether permanently or temporary, as well as stairways, fire exits, common corridors, common hallways, common comfort rooms, A/C rooms are not considered in the computation of the total office floor area.

1. **I.T. REQUIREMENTS**

The building must have the following:

|  |  |
| --- | --- |
| **Item** | **Description** |
| LOT A  **RSSO-NCR** | 1. Provision on the installation of horizontal and vertical network cabling (Structures Cabling Infrastructure) 2. The ceiling should have at least 0.30 to 0.50 meter clear space from the bottom of the beams and slabs, etc., for the installation of horizontal cabling of data cables; 3. PSA NCR Regional Office should be allowed to demolish/chip portion of wall and floors for the installation of data cables; 4. The ceiling must have removable/detachable boards for the installation of network cables or availability of sufficient ceiling spaces/board breaks to install network cable wiring harness; 5. With facility of cable entry (service entrance) for the possible installation of network cables from telecommunication companies; 6. Access to the building/electrical room/main distribution frame for any IT trouble shooting. |
| LOT B  **NCR-PO I** | 1. Provision on the installation of horizontal and vertical network cabling (Structures Cabling Infrastructure); 2. The ceiling should have at least 0.30 meter to 0.50 meter clear space from the bottom of the beams and slabs, etc., for the installation of horizontal cabling of data cables; 3. PSA-NCR PO I should be allowed to demolish/chip portions of wall and floor for the installation of data cables; 4. The ceiling must have a removable or detachable board for the installation of network cables or availability of sufficient ceiling space and board breaks to install network cable wiring harness, and 5. With facility of cable entry (service entrance) for the possible installation of network cables from telecommunication companies. |
| LOT C  **NCR-PO II** | 1. Provision on the installation of horizontal and vertical network cabling (Structures Cabling Infrastructure) 2. The ceiling should have at least 0.30 to 0.50 meter clear space from the bottom of the beams and slabs, etc., for the installation of horizontal cabling of data cables; 3. PSA NCR PO II should be allowed to demolish/chip portion of wall and floors for the installation of data cables; 4. The ceiling must have removable/detachable boards for the installation of network cables or availability of sufficient ceiling spaces/board breaks to install network cable wiring harness; 5. With facility of cable entry (service entrance) for the possible installation of network cables from telecommunication companies; 6. Access to the building/electrical room/main distribution frame for any IT trouble shooting. |
| LOT D  **NCR-PO III** | 1. Provision on the installation of horizontal and vertical network cabling (Structures Cabling Infrastructure); 2. The ceiling should have at least 0.30 meter to 0.50 meter clear space from the bottom of the beams and slab, etc. for the installation of horizontal cabling of data cables; 3. PSA – NCR PO III should be allowed to demolish / chip portion of wall and floors for the installation of data cables; 4. The ceiling must have removable / detachable board for the installation of network cables, or availability of sufficient ceiling space / board breaks to install network cable wiring harness; and 5. With facility of cable entry (service entrance) for the possible installation of network cables from telecommunications companies. |
| LOT E  **NCR-PO IV** | 1. Provision on the installation of horizontal and vertical network cabling (structured cabling Infrastructure); 2. PSA NCR IV should be allowed to chip portion of walls and floors and ceilings for the installation of data cables; 3. Access to the building / electrical / room /main distribution frame for any IT troubleshooting; 4. Must meet all requirements of PSA NCR PO IV office IT installation |
| LOT F  **NCR-PO V** | 1. Provision on the installation of horizontal and vertical network cabling(Structures Cabling Infrastructure); 2. PSA – NCR PO V should be allowed to demolish / chip portion of wall and floors for the installation of data cables; 3. There should be ample provision for communication lines / system requirements (e.g. riser, piping, etc.); 4. The ceiling must have removable / detachable board for the installation of network cables, or availability of sufficient ceiling space / board breaks to install network cable wiring harness; and 5. With facility of cable entry (service entrance) for the possible installation of network cables from telecommunications companies. |

1. **TERM OF LEASE**

The basic term of lease of contract shall be for a period of five (5) years.

|  |  |
| --- | --- |
| **Item** | **Description** |
| LOT A  **RSSO-NCR** | The term of lease of contract shall be for a period of five (5) years commencing on August 1, 2017. The annual increase shall not be more than 5% of the preceding year’s lease rate, subject to six months prior notice and will only commence on the third year of the contract.    **ABC Php 8,826,780.00** |
| LOT B  **NCR-PO I** | The term of lease of contract shall be for a period of five (5) years commencing on August 1, 2017. The annual increase shall not be more than 5% of the preceding year’s lease rate, subject to six months prior notice and will only commence on the third year of the contract.  **ABC Php 6,480,000.00** |
| LOT C  **NCR-PO II** | The term of lease of contract shall be for a period of five (5) years commencing on August 1, 2017. The annual increase shall not be more than 5%of the preceding year’s lease rate, subject to six months prior notice and will only commence on the third year of the contract.  **ABC Php 8,826,780.00** |
| LOT D  **NCR-PO III** | The Lease Term shall be for a period of five (5) years commencing on July 1, 2017. The annual increase shall not be more than 5% of the preceding year’s lease rate subject to six (6) months prior written notification and will only commence on the third year of the contract.  **ABC Php 18,000,000.00** |
| LOT F  **NCR-PO IV** | The term of lease of contract shall be for a period of five (5) years commencing on January 2018. Escalation cost/rate shall not be more than 5% of the preceding year’s lease rate subject to six (6) months prior written notification and will only commence on the third year of the contract.  **ABC Php 9,600,000.00** |
| LOT F  **NCR-PO V** | The term of lease of contract shall be for a period of five (5) years commencing on August 1, 2017. The annual increase shall not be more than 5% of the preceding year’s lease rate, subject to six months prior notice and will only commence on the third year of the contract.  **ABC Php 6,708,000.00** |

Note: (1) The Lessee shall pay a maximum of equivalent to two months advance payment for rental of each lot. Payment of security deposit is not allowed.

(2) The Lease may be renewed for another term with the same terms and condition of the prevailing lease, except for rent, which shall be based on Fair Market Value at the time of the negotiations. Fair Market Value shall be defined as the prevailing rate for rent.

1. **DOCUMENTARY REQUIREMENTS**
   1. Licenses / Permits: Occupancy Permit, Fire, Electrical, Mechanical, and Sanitary
   2. Floor Plan, Electrical Plan (As Built), Sanitary Plan (As Built)
2. **OTHER PROVISION THAT SHALL BE INCLUDED IN THE CONTRACT**

| **Item** | **Description** |
| --- | --- |
| LOT A  **RSSO-NCR** | 1. The Lessor shall apply pest and rodent control on all areas occupied by the PSA NCR Regional Office at least once every six (6) months. 2. The Lessor shall undertake major repairs and maintenance of the premises, civil, electrical, sanitary and mechanical equipment systems and components. Please note that expenses for the aforementioned shall be shouldered by the Owner/Administrator of the building. 3. Leasehold improvements and PSA NCR Regional Office signage installation (plan to be presented after ocular inspection of the facility being offered for lease) must be allowed. 4. Future renovations and partitioning shall only be done with the Lessor’s consent. 5. Any movable structures installed by PSA NCR Regional Office may be removed if the office space is to be vacated. 6. The Lessor shall cover the expenses for the renovation, improvements and air conditioning facility of the building including partition wall on each floor. 7. The Lessee shall have a 30 days rent free period for the delivery of its equipment, tables, chairs, cabinets, etc. from the turnover rate. 8. Any other services that the Bidder may offer.   NOTE: These are the Lessee’s minimum specifications/requirements. The Bidder may offer higher specifications or additional items, if any, with no additional cost to the Lessee. |
| LOT B  **NCR-PO I** | 1. The Lessor shall apply Pest/Rodent Control on all areas occupied by PSA-NCR PO I at least one every six (6) months. 2. The Lessor shall undertake major repairs and maintenance of the premises – civil, electrical, sanitary and mechanical equipment, systems and components. Please note that expenses for the aforementioned shall be shouldered by the Owner and/or Administrator of the building. 3. Leasehold improvements and PSA-NCR PO I signage installation (to be presented after ocular inspection of the facilities being offered for lease) must be allowed. 4. Future renovations and partitioning shall only be done with the consent of the Lessor. 5. Any movable structures installed by PSA-NCR PO I may be removed if the office space is vacated. 6. The Lessor shall cover the expenses for the renovation, improvements and air conditioning facilities of the building including the partition walls on each floor. 7. The Lessee shall have a 30 days rent free period for the delivery of its equipment, tables, chairs, etc., from the turnover date. 8. Any other services that the bidder may offer. |
| LOT C  **NCR-PO II** | 1. The Lessor shall apply pest and rodent control on all areas occupied by the PSA NCR PO II at least once every six (6) months. 2. The Lessor shall undertake major repairs and maintenance of the premises, civil, electrical, sanitary and mechanical equipment systems and components. Please note that expenses for the aforementioned shall be shouldered by the Owner/Administrator of the building. 3. Leasehold improvements and PSA NCR PO II signage installation *(plan to be presented after ocular inspection of the facility being offered for lease)* must be allowed. 4. Future renovations and partitioning shall only be done with the Lessor’s consent. 5. Any movable structures installed by PSA NCR PO II may be removed if the office space is to be vacated. 6. The Lessor shall cover the expenses for the renovation, improvements and air conditioning facility of the building including partition wall on each floor. 7. The Lessee shall have a 30 days rent free period for the delivery of its equipment, tables, chairs, cabinets, etc. from the turnover date. 8. Any other services that the Bidder may offer.   NOTE: These are the Lessee’s minimum specifications/requirements. The Bidder may offer higher specifications or additional items, if any, with no additional cost to the Lessee. |
| LOT D  **NCR-PO III** | 1. The Lessor shall apply pest and rodent control on all areas occupied by the PSA NCR PO III at least once every six (6) months. 2. The Lessor shall undertake major repairs and maintenance of the premises, civil, electrical, sanitary and mechanical equipment systems and components. Please note that expenses for the aforementioned shall be shouldered by the Owner/Administrator of the building. 3. Leasehold improvements and PSA NCR PO III signage installation and flag pole (plan to be presented after ocular inspection of the facility being offered for lease) must be allowed. 4. Future renovations and partitioning shall only be done with the Lessor’s consent. 5. Any movable structures installed by PSA NCR PO III may be removed if the office space is to be vacated. 6. The Lessor shall cover the expenses for the renovation, improvements and air conditioning facility of the building including partition wall on each floor. 7. The Lessee shall have a 30 days rent free period for the delivery of its equipment, tables, chairs, cabinets, etc. from the turnover date. 8. Any other services that the Bidder may offer. |
| LOT F  **NCR-PO IV** | 1. The lessor shall apply pest control and rodent control on all areas occupied by PSA NCR PO IV at least once every six (6) months. 2. The lessor shall undertake major repairs and maintenance of the premises, civil, electrical, sanitary, and mechanical equipment, systems and components. Please note that the expenses for the aforementioned shall be shouldered by the owner/administrator of the building. 3. The lessor shall cover the expenses for the renovation, improvements and air conditioning facility of the building including the partition walls. 4. PSA NCR PO IV shall have at least 30 days rent free for the transition, hauling and transfer period. |
| LOT F  **NCR-PO V** | 1. The lessor shall apply pest control and rodent control on all areas occupied by Philippine Statistics Authority-NCR PO V at least once every six (6) months. 2. The lessor shall undertake major repairs and maintenance of the premises, civil, electrical, sanitary, and mechanical equipment/systems/components. Please note that expenses for the aforementioned shall be shouldered by the owner/administrator of the building. 3. Leasehold improvements and PSA – NCR PO V signage installation must be allowed. 4. Future renovations and partitioning shall only be done with the Lessor’s consent. 5. The PSA-NCR PO V, subject to Lessor’s approval, shall have the right to make alterations or minor decorations within the leased premises. 6. Any movable structures installed by Philippine Statistics Authority-NCR PO V may be removed if the office space is vacated. 7. The lessor shall cover the expenses for the renovation, improvements, partitions, installation of telecommunication/data cables, electrical/lighting fixtures, convenience outlets, signage and air-conditioning facility of the leased premises. 8. The lessee shall have a 30 days rent free period for the delivery of its equipment, tables, chairs, cabinets, etc. from the turnover date. 9. Any other services that the Bidder may offer. |

The **PSA RSSO-NCR and PO I to V** now invites legally, technically, and financially capable Lessors for a Five (5) Year Lease Contract for Office Spaces as presented above.

Procurement process shall be conducted through Negotiated Procurement in accordance to Section 53.10 of the Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (R.A. 9184), otherwise known as the “Government Procurement Reform Act,” subject to terms and conditions stipulated in the Instruction to Bidders.

This procurement is restricted to organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, as specified in Republic Act 5183 (R.A. 5183). Only Bids from Bidders who pass the eligibility check will be opened. The process for the eligibility check is described in the Bidding Documents.

**PSA RSSO-NCR and PO I to V shall negotiate only to the bidder with the Lowest Calculated Bid (LCB)**. If thenegotiation succeeds, the bidder with LCB shall advance to the post qualification stage in order to finally determine responsiveness of the bid to technical and financial requirements of the project. The contract shall then be awarded to the Lowest Calculated and Responsive Bidder (LCRB) who was determined as such during the post- qualification procedure.

**If the negotiation with the bidder who submitted the Lowest Calculated Bid (LCB) failed, PSA RSSO-NCR and PO I to V shall negotiate with the bidder having second (2nd) to the lowest bid, and so on, until a bidder with bid responsive or most responsive to the original specifications and ABC has been determined.**

A complete set of Bid Documents may be obtained free of charge by interested Bidders from **April 10, 2017 to April 17, 2017, Monday to Friday (except non-working days), 8:00 a.m. to 5:00 p.m.** at the address below. The Bid Documents shall be received personally by the prospective Bidder or his authorized representative. It may also be downloaded free of charge from the website of thePhilippine Government Electronic Procurement System (PhilGEPS) [www.philgeps.gov.ph](http://www.philgeps.gov.ph)**,** [www.psa.gov.ph](http://www.psa.gov.ph)**,** and www.rssoncr.psa.gov.ph.

**Proposals and Eligibility requirements** must be delivered to the address below on or before **April 18, 2017, 5:00 p.m**. Late proposals shall not be accepted.

**Opening of Proposals** shall be on **April 19, 2017, 10:00 a.m**. for Lots A, B and C. **April 20, 2017, 10:00 a.m.** for Lots D, E and F at 4/F Philippine Bible Society Building, 3961 Ramon Magsaysay Blvd., Sta. Mesa Manila. Proposals willbe opened in the presence of the Bidder’s representatives who choose to attend at the above mentioned address.

The official time clock shall be the clock located at PSA RSSO-NCR RBAC Secretariat.

The **PSA RSSO-NCR and PO I to V** reserve the right to accept or reject any proposal, to annul the negotiation process, and to reject all proposals at any time prior to award, without thereby incurring any liability to the affected bidder(s).

For further information, please refer to:

RBAC Secretariat

Philippine Statistics Authority

Regional Statistical Service Office

National Capital Region

Philippine Bible Society Building  
3961 Ramon Magsaysay Blvd., Sta. Mesa, Manila

Tel. No. (02) 713-3052/ Fax No. (02) 716-4920

Email Address: psa.ncr.crasd@gmail.com

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***PACIANO B. DIZON***

Chairperson, Regional Bids and Awards Committee-NCR

**Section II. Instructions to Bidders**

**A. General**

**1. Scope of Bid**

1.1. The PROCURING ENTITY named in the Bid Data Sheet (BDS) (hereinafter referred to as the “PROCURING ENTITY”) wishes to receive Bids for goods as described in Section VII. Technical Specifications (hereinafter referred to as the “GOODS”).

1.2. The name, identification, and number of lots specific to this bidding are provided in the BDS. The contracting strategy and basis of evaluation of lots is described in ITB Clause 22.

**2. Source of Funds**

2.1. The PROCURING ENTITY has a budget or has applied for or received funds from the Funding Source named in the BDS, and in the amount indicated in the BDS. It intends to apply part of the funds received for the Project, as defined in the BDS, to cover eligible payments under the contract.

**3. Corrupt, Fraudulent, and Coercive Practices**

3.1. The PROCURING ENTITY as well as the bidders shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the PROCURING ENTITY:

(a) defines, for purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the PROCURING ENTITY, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial, non-competitive levels and to deprive the PROCURING ENTITY of the benefits of free and open competition.

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the PROCURING ENTITY, designed to establish Bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

(1) Further, the PROCURING ENTITY will seek to impose the maximum civil, administrative and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

(2) Furthermore, the Funding Source and the PROCURING ENTITY reserve the right to inspect and audit records and accounts of a bidder or Lessor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

**4. Conflict of Interest**

(1) All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:

1. A Bidder has controlling shareholders in common with another Bidder;
2. A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
3. A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
4. A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of the PROCURING ENTITY regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
5. A Bidder submits more than one bid in one (1) specific lot or a bidder offer same space to more than one (1) lot.
6. A Bidder who participated as a consultant in the preparation of the design or technical specifications of the GOODS and related services that are the subject of the Bid.

(2) In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HOPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

1. If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
2. If the Bidder is a partnership, to all its officers and members;
3. If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
4. If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

**5. Eligible Bidders**

5.1. Unless otherwise indicated in the BDS, the following persons shall be eligible to participate in this Bidding:

1. Duly licensed Filipino citizens/sole proprietorships;
2. Partnerships duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
3. Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
4. Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
5. Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).

5.2. Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the PROCURING ENTITY.

5.3. Unless otherwise provided in the BDS,the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the Philippine Statistics Authority Consumer Price Index, must be at least equivalent to a percentage of the ABC stated in the BDS.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(iii).

**6. Bidder’s Responsibilities**

6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 10.1(b)(ii).

6.2. The Bidder is responsible for the following:

(a) Having taken steps to carefully examine all of the Bidding Documents;

(b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

(c) Having made an estimate of the facilities available and needed for the contract to be bid, if any; and

(d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 8.3.

(e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

(f) Ensuring that 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;

(g) Authorizing the Head of the PROCURING ENTITY or its duly authorized representative/s to verify all the documents submitted;

(h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;

(i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and

(j) Complying with existing labor laws and standards, in the case of procurement of services.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Unless otherwise indicated in the **BDS**, failure to furnish all information or documentation required in the Bidding Documents shall result in the rejection of the bid and the disqualification of the Bidder.

6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

6.5. The PROCURING ENTITY shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.

6.6. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the PROCURING ENTITY will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.7. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.8. Submission of partial bid is not allowed.

**7. Subcontracting**

7.1. Subcontracting is not allowed.

**B. Contents of Bidding Documents**

**8. Clarification and Amendment of Bidding Documents**

8.1. Bidders who have availed/received the Bidding Documents may request for clarifications on any part of the Bidding Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

8.2. Supplemental/Bid Bulletins may be issued upon the PROCURING ENTITY’S initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.

8.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 19.

**C. Preparation of Bids**

**9. Language of Bid**

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

**10. Documents Comprising the Bid: Eligibility and Technical Components**

10.1. Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:

**(a) Eligibility Documents –**

Class “A” Documents:

(i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;

(ii) Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located;

(iii) Statement of all its ongoing and completed government and private contracts within the period stated in the **BDS**, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:

(iii.1) Name of the Contract;

(iii.2) Date of the Contract;

(iii.3) Kinds of Goods;

(iii.4) Amount of Contract and value of outstanding contracts;

(iii.5) Date of Delivery; and

(iii.6) End-user’s Acceptance or Official Receipt(s) issued for the contract, if completed.

(iv) Audited financial statements, stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;

(v) Tax clearance per Executive Order 398, series of 2005, as finally reviewed and approved by the BIR

Class “B” Document:

1. If applicable, the JVA 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.

**(b) Technical Documents**

(i) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and

(ii) Sworn statement in accordance with Section 25.2(a)(vii) of the IRR of RA 9184 and using the form prescribed in Section VIII Bidding Forms.

**11. Documents Comprising the Bid: Financial Component**

11.1. Unless otherwise stated in the **BDS**, the Financial Component of the Bid shall contain the following:

(a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clauses 13.1 and 13.2;

(b) Any other document required in the BDS.

11.2. Unless otherwise indicated in the BDS**,** all Bids that exceed the ABC shall be considered non-responsive.

**12. Alternative Bids**

12.1. Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A Bid with options is considered an alternative bid regardless of whether said Bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

**13. Bid Prices**

13.1 The Bidder shall complete the appropriate Price Schedules included herein, stating the unit price and the total amount to be supplied under this project including price escalation for succeeding years which shall not exceed five percent (5%) of the preceding year’s lease rate, subject to six months prior notice and will only commence on the third year of the contract.

13.2 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract.

**14. Bid Currencies**

14.1 Prices shall be quoted in Philippine Pesos.

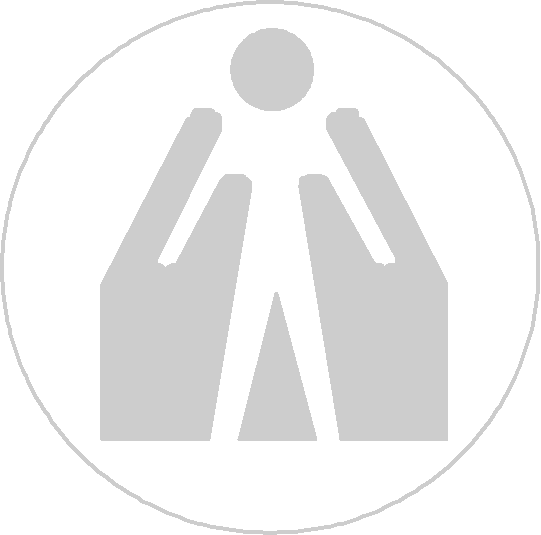
**15. Bid Validity**

15.1. Bids shall remain valid for the period specified in the BDSwhich shall not exceed one hundred twenty (120) days from the date of the opening of Bids.

15.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the PROCURING ENTITY may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request, but his Bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its Bid.

**16. Format, Signing, Sealing and Marking of Bids**

16.1. Bidders shall submit their bids using the appropriate forms provided in Section VIII, Bidding Forms on or before the deadline specified in the **ITB** Clauses 17 in two (2) separate sealed bid envelopes which shall be submitted simultaneously. The first shall contain the technical component of the bid including the eligibility requirements under **ITB** Clause 10.1(a), through their duly authorized representative, and the second shall contain the financial component of the bid.

16.2. Forms as mentioned in **ITB** Clause 16.1 must be completed without any alterations to their format and no substitute form shall be accepted. All blank spaces shall be filled with the information requested.

16.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 10.1(a), 10.1(b) and 11. In the event of any discrepancy between the original and the copies, the original shall prevail.

16.4. The Bid, except for un-amended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.

16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

16.6. Unless otherwise indicated in the BDS**,** Bidders shall enclose their original Eligibility and Technical Documents described in **ITB** Clause 10 in one sealed envelope marked “ORIGINAL – TECHNICAL COMPONENT”, and the original of their Financial Component in one sealed envelope marked “ORIGINAL – FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”

16.7. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_ - TECHNICAL COMPONENT” and “COPY NO. \_\_\_ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. \_\_\_”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

16.8. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.

16.9. All envelopes shall:

(a) contain the name of the contract to be bid in capital letters;

(b) bear the name and address of the Bidder in capital letters;

(c) be addressed to the PROCURING ENTITY’S BAC in accordance with **ITB** Clause 1.1;

(d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2 and

(e) bear a warning “DO NOT OPEN BEFORE ….” the date and time for the opening of Bids, in accordance with **ITB** Clause 17.

16.10 If Bids are not sealed and marked as required, the PROCURING ENTITY will assume no responsibility for the misplacement or premature opening of the Bid.

16.11 For Bidders who may bid more than one (1) lot, the bidder should submit separate sealed envelope for each lot following ITB clause 16.1 to 16.10.

**D. Submission and Opening of Bids**

**17. Deadline for Submission of Bids**

Bids must be received by the PROCURING ENTITY’s BAC at the address and on or before April 17, 2017, 5:00 pm.

**18. Late Bids**

Any Bid submitted after the deadline for submission and receipt of Bids prescribed by the PROCURING ENTITY, pursuant to **ITB** Clause 17, shall be declared “Late” and shall not be accepted by the PROCURING ENTITY.

**19. Modification and Withdrawal of Bids**

19.1. The Bidder may modify its Bid after it has been submitted; provided that the modification is received by the PROCURING ENTITY prior to the deadline prescribed for submission and receipt of Bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

19.2. A Bidder may, through a Letter of Withdrawal, withdraw its Bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the PROCURING ENTITY prior to the deadline prescribed for submission and receipt of Bids.

19.3. Bids requested to be withdrawn in accordance with **ITB** Clause 19.2 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of Bids. A Bidder that withdraws its Bid shall not be permitted to submit another Bid, directly or indirectly, for the same contract.

19.4. No Bid may be modified after the deadline for submission of Bids. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of bids after the applicable deadline shall result in the imposition of administrative, civil and criminal sanctions prescribed by RA 9184 and it’s IRR.

**20. Opening and Preliminary Examination of Bids**

20.1. The BAC shall open the first Bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder’s compliance with the documents prescribed in **ITB** Clause 10. For this purpose, the BAC shall check the submitted documents of each Bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary “pass/fail” criterion. If a bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

20.2. Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in ITB Clause 11.2, the BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

20.3. Letters of withdrawal shall be read out and recorded during Bid opening, and the envelope containing the corresponding withdrawn Bid shall be returned to the Bidder unopened. If the withdrawing Bidder’s representative is in attendance, the original Bid and all copies thereof shall be returned to the representative during the Bid opening. If the representative is not in attendance, the Bid shall be returned unopened by registered mail. The Bidder may withdraw its Bid prior to the deadline for the submission and receipt of Bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.

20.4. If a Bidder has previously secured a certification from the PROCURING ENTITY to the effect that it has previously submitted the above-enumerated Class “A” Documents, the said certification may be submitted in lieu of the requirements enumerated in ITB Clause 10.1(a), items (i) to (v).

20.5. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clauses 10.1(a)(i) and 10.1(a)(ii). Submission of documents required under **ITB** Clauses 10.1(a)(iii) to 10.1(a)(v) by any of the joint venture partners constitutes compliance.

20.6. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.

20.7. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

**E. Evaluation and Comparison of Bids**

**21. Clarification of Bids**

To assist in the evaluation, comparison, and post-qualification of the Bids, the PROCURING ENTITY may ask in writing any Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the PROCURING ENTITY shall not be considered.

**22. Detailed Evaluation and Comparison of Bids**

22.1. The PROCURING ENTITY will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 20, in order to determine the Lowest Calculated Bid.

22.2. The Lowest Calculated Bid shall be determined in two steps:

(a) The detailed evaluation of the Financial Component of the Bids, to establish the correct calculated prices of the Bids; and

(b) The ranking of the total bid prices as calculated from the lowest to the highest. The Bid with the lowest price shall be identified as the Lowest Calculated Bid.

22.3. The PROCURING ENTITY's BAC shall immediately conduct a detailed evaluation of all Bids rated “passed,” using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:

(a) Completeness of the bid. Unless the **ITB** specifically allows partial bids, Bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the PROCURING ENTITY; and

(b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the [BDS](#bds28_3b). Any adjustment shall be calculated in monetary terms to determine the calculated prices.

22.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.

22.5. Unless otherwise indicated in the [BDS](#bds33_5), the PROCURING ENTITY’S evaluation of Bids to determine the Lowest Calculated Bid (LCB) shall only be based on the bid price quoted in the Financial Bid Form.

22.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

**23. Post-Qualification**

23.1. The PROCURING ENTITY shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 10 and 11.

23.2. Within a non-extendable period of three (3) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:

(a) Latest income and business tax returns;

(b) Certificate of PhilGEPS Registration; and

(c) Other appropriate licenses and permits required by law and stated in the **BDS**.

23.3. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted pursuant to ITB Clauses 10 and 11, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary “pass/fail” criterion.

23.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

23.5. A negative determination shall result in rejection of the Bidder’s Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.

23.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

**24. Reservation Clause**

24.1. Notwithstanding the eligibility or post-qualification of a bidder, the PROCURING ENTITY concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder’s capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the PROCURING ENTITY shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

24.2. Based on the following grounds, the PROCURING ENTITY reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

(a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the PROCURING ENTITY, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

(b) If the PROCURING ENTITY’S BAC is found to have failed in following the prescribed bidding procedures; or

(c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:

(i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;

(ii) If the project is no longer necessary as determined by the head of the procuring entity; and

(iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

24.3. In addition, the PROCURING ENTITY may likewise declare a failure of bidding in one or some or on all lots when:

(a) No Bids are received;

(b) All prospective Bidders are declared ineligible;

(c) All Bids fail to comply with all the bid requirements or fail post-qualification; or

(d) The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

**F. Award of Contract**

**25. Contract Award**

25.1. Subject **to ITB Clause 23**, the PROCURING ENTITY shall award the contract to the Bidder whose bid has been determined to be the LCRB.

25.2. Prior to the expiration of the period of bid validity, the PROCURING ENTITY shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the PROCURING ENTITY.

25.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

1. Submission of the valid JVA, if applicable, within ten (10) calendar
2. days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;

(b) Signing of the contract as provided in **ITB** Clause 26; and

(c) Approval by higher authority, if required.

25.5. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI, Schedule of Requirements.

**26. Signing of the Contract**

26.1. At the same time as the PROCURING ENTITY notifies the successful Bidder that its bid has been accepted, the PROCURING ENTITY shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

26.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall sign and date the contract and return it to the PROCURING ENTITY.

26.3. The PROCURING ENTITY shall enter into contract with the successful Bidder within the same ten (10) calendar days period, provided, that all the documentary requirements are complied with.

26.4. The following documents shall form part

of the contract:

(a) Contract Agreement;

(b) Bidding Documents;

(c) Winning bidder’s bid, including the Technical and Financial Proposals, and all other documents/statements submitted;

(d) Notice of Award of Contract; and

(e) Other contract documents that may be required by existing laws and/or specified in the [BDS](#bds32_4g).

**27. Notice to Proceed**

27.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the PROCURING ENTITY shall issue its Notice to Proceed to the Bidder.

27.2. The “Effective Date” of the contract will be the date of receipt by the Bidder of the Notice to Proceed or the date provided in the Notice to Proceed.

**Section III. Bid Data Sheet**

**Bid Data Sheet**

| **ITB Clause** |  |
| --- | --- |
| 1.1 | The PROCURING ENTITY is  **PHILIPPINE STATISTICS AUTHORITY**  **Regional Statistical Services Office**  **National Capital Region (PSA RSSO-NCR)** |
| 1.2 | The Lots are:   |  |  | | --- | --- | | **Item** | **Lot** | | RSSO NCR | LOT A | | NCR Provincial Office I | LOT B | | NCR Provincial Office II | LOT C | | NCR Provincial Office III | LOT D | | NCR Provincial Office IV | LOT E | | NCR Provincial Office V | LOT F | |
| 2 | The Funding Source is:  General Appropriations Act of FY 2017 Budget (RA 9970) intends to apply a portion of the fund for the **Lease Contract of PSA RSSO-NCR Office Spaces in the total amount of FIFTY EIGHT MILLION FOUR HUNDRED FORTY ONE THOUSAND FIVE HUNDRED SIXTY PESOS ONLY (PhP 58,441.560.00)** as beingthe **Approved Budget of the Contract (ABC)** broken down as follows:   |  |  |  | | --- | --- | --- | | **Item** | **Description** | **Amount (ABC per lot)**  **in Php** | | 1 | LOT A  RSSO NCR Regional Office | 8,826,780.00 | | 2 | LOT B  NCR Provincial Office I | 6,480,000.00 | | 3 | LOT C  NCR Provincial Office II | 8,826,780.00 | | 4 | LOT D  NCR Provincial Office III | 18,000,000.00 | | 5 | LOT E  NCR Provincial Office IV | 9,600,000.00 | | 6 | LOT F  NCR Provincial Office V | 6,708,000.00 | |
| 5.3 | If the bidder has not completed at least one (1) contract similar to the project, the bidder must be the owner of the property offered to be leased. |
| 8.1 | The PROCURING ENTITY’s address is:  Regional Bids and Awards Committee (RBAC)  Attn: RBAC Secretariat  Philippine Statistics Authority  Regional Statistical Services Office-NCR  2nd Floor, Philippine Bible Society Building  3961 Ramon Magsaysay Blvd., Sta. Mesa, 1016 Manila |
| 10.1(a)(i) | No other acceptable proof of registration is recognized. |
| 10.1(a)(iii) | The statement of all ongoing and completed government and private contracts, if any, shall include all such contracts within the last three years prior to the deadline for submission and receipt of bids. |
| 11.1 | No additional requirements. |
| 13.1 | Bid Prices shall be fixed. Adjustable price proposals shall be treated as non-responsive and shall be rejected. |
| 15.1 | Bids will be valid until **August 16, 2017.** |
| 16 | Each Bidder shall submit one (1) original or certified true copy of the original and four (4) duplicate copies of the first and second components of its bid.  Non-compliance for the required number of copies to be submitted automatically disqualifies the bidder. |
| 17 | The address for Submission of Bids is:  Regional Bids and Awards Committee (RBAC)  Attn: RBAC Secretariat  Philippine Statistics Authority  Regional Statistical Services Office-NCR  2nd Floor, Philippine Bible Society Building  3961 Ramon Magsaysay Blvd., Sta. Mesa, 1016 Manila  The deadline for Submission of Bids is **April 18, 2017 not later than 5:00 PM.** |
| 20.1 | Date, time and place for Bid Opening:  **April 19, 2017, 10:00 a.m.** for Lots **A**, **B** and **C**  **April 20, 2017, 10:00 a.m.** for Lots **D**, **E** and **F**  PSA- NCR RSSO  4/F Philippine Bible Society Building  3961 Ramon Magsaysay Blvd. Social Hall, Sta. Mesa, Manila |
| 22.3(b) | In case of arithmetic corrections, bid modification may be considered. |
| 22.3(c) | Documentary requirements (Licenses/Permits: Occupancy Permit, Fire, Electrical, Mechanical, Sanitary, Floor Plan, Electrical Plan (as built), and Sanitary Plan (as built). |
| 27.2 | The date of the Bidder’s receipt of the Notice to Proceed will be regarded as the effective date of the contract. |

**Section IV. General Conditions of Contract**

**1. Definitions**

1.1. In this Contract, the following terms shall be interpreted as indicated:

(a) “The Contract” means the agreement entered into between the PROCURING ENTITY and the LESSOR, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the LESSOR under the Contract for the full and proper performance of its contractual obligations.

(c) “The GOODS” means all the total leasable office space which the LESSOR is required to provide to the PROCURING ENTITY under the Contract.

(d) “The Services” means those services ancillary to the supply of the GOODS, such as location, space requirements, parking requirements, building equipment facilities, IT requirements, and other specifications stated in the contract.

(e) “**GCC**” means the General Conditions of Contract contained in this Section.

(f) “**SCC**” means the Special Conditions of Contract.

(g) “The PROCURING ENTITY” means the organization purchasing the GOODS, as named in the SCC.

(h) “The PROCURING ENTITY’s country” is the Philippines.

(i) “The LESSOR” means the owner, proprietor or corporation providing the goods and services under this contract and named in the **SCC**.

(j) The “Funding Source” means the organization named in the SCC.

(k) “The location,” refers to the place of the goods named in the SCC.

(l) “Day” means calendar day.

(m) The “Effective Date” of the contract will be the date of receipt by the LESSOR of the Notice to Proceed or the date provided in the Notice to Proceed.

(n) “Verified Report” refers to the report submitted by the Implementing Unit to the Head of the PROCURING ENTITY setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

**2. Corrupt, Fraudulent, Collusive, and Coercive Practices**

2.1. Unless otherwise provided in the SCC, the PROCURING ENTITY as well as the bidders, contractors, manufacturers, Lessors, or distributors shall observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the PROCURING ENTITY:

2.1.1. defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the PROCURING ENTITY, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial, non-competitive levels and to deprive the PROCURING ENTITY of the benefits of free and open competition.

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the PROCURING ENTITY, designed to establish Bid prices at artificial, non-competitive levels.

(iv) coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institutional herein.

(vi) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 Further the Funding Source, Borrower or PROCURING ENTITY, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

**3. Governing Law and Language**

3.1.This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

3.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

**4. Notices**

4.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice’s effective date, whichever is later.

4.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

**5. Scope of Contract**

5.1. The GOODS and Related Services to be provided shall be as specified in Section VI Schedule of Requirements.

5.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC.**

**6. Subcontracting**

6.1. Subcontracting is not allowed.

**7. Prices**

7.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices. Price escalation for succeeding years shall not exceed five percent (5%) of the preceding year’s lease rate, subject to six months prior notice and will only commence on the third year of the contract.

**8. Payment**

8.1. The Lessor’s request/s for payment shall be made to the Procuring Entity in writing. Payments shall be made by the Procuring Entity not earlier than five (5) working days after submission of an invoice or claim by the Lessor.

8.2. The currency in which payment is made to the Lessor under this Contract shall be in Philippine Pesos.

**9. Advance Payment and Deposit**

9.1. Not earlier than ten (10) working days upon bidder’s receipt of Notice to Proceed or on the effective date of the contract and submission of an invoice or claim, the **PSA RSSO-NCR and POs I to V** shall pay to the Lessor an amount equivalent to two (2) months advance rent. Payment of security deposit is not allowed.

**10. Taxes and Duties**

10.1. The Lessor shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

**11.** **Warranty**

11.1. The Lessor warrants that the Goods being supplied under the Contract are in good condition and in accordance to the final agreement made after the negotiation.

11.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under his warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair, replace or make necessary correction/s without cost to the Procuring Entity.

11.3. If the Supplier, having been notified, fails to remedy the defect(s)/deficiency within the period specified in GCC 13.2, the Procuring Entity may proceed to take necessary actions to terminate the Contract and seek any claims that may be allowed under the provision of this Contract and Philippine Law.

**12. Use of Contract Documents and Information**

12.1. The Lessor shall not, except for purposes of performing the obligations in this Contract, without the PROCURING ENTITY’s prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the PROCURING ENTITY. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

12.2. Any document, other than this Contract itself, enumerated in GCC Clause 12.1 shall remain the property of the PROCURING ENTITY and shall be returned (all copies) to the PROCURING ENTITY on completion of the Lessor’s performance under this Contract if so required by the PROCURING ENTITY.

**13. Inspection and Tests**

13.1. The Procuring Entity or its representative shall have the right to inspect the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

13.2. The Procuring Entity may reject any Goods or any part, thereof, that do not conform to the specifications. The Supplier shall either rectify such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 4.

**14. Delays in the Lessor’s Performance**

14.1. Delivery of the GOODS and/or performance of Services shall be made by the Lessor in accordance with the time schedule prescribed by the PROCURING ENTITY in Section VI, Schedule of Requirements.

14.2 If at any time during the performance of this Contract, the Lessor or its Subcontractor(s) should encounter conditions impeding timely delivery of the GOODS and/or performance of Services, the Lessor shall promptly notify the PROCURING ENTITY in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Lessor’s notice, and upon causes provided for under **GCC** Clause 19, the PROCURING ENTITY shall evaluate the situation and may extend the Lessor’s time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

14.3. Except as provided under GCC Clause 22, a delay by the Lessor in the performance of its obligations shall render the Lessor liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

**15. Liquidated Damages**

15.1 Subject to GCC Clauses 18 and 22, if the Lessor fails to deliver any or all of the GOODS and/or to perform the Services within the period(s) specified in this Contract, the PROCURING ENTITY shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed GOODS or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the PROCURING ENTITY may consider termination of the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

**16. Settlement of Disputes**

16.1 If any dispute or difference of any kind whatsoever shall arise between the PROCURING ENTITY and the Lessor in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

16.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the PROCURING ENTITY or the Lessor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

16.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the GOODS under this Contract.

16.4. In the case of dispute between the Procuring Entity and the Lessor, the dispute shall be resolve in accordance with the Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004”.

16.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the PROCURING ENTITY shall pay the Lessor any monies due the Lessor.

**17. Liability of the Lessor**

17.1. The Lessor’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC.**

17.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Lessor to the PROCURING ENTITY shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**18. Force Majeure**

18.1. The Lessor shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a force majeure.

18.2. For purposes of this Contract the terms “force majeure” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.

18.3. If a force majeure situation arises, the Lessor shall promptly notify the PROCURING ENTITY in writing of such condition and the cause thereof. Unless otherwise directed by the PROCURING ENTITY in writing, the Lessor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.

**19. Termination for Default**

19.1. The PROCURING ENTITY shall terminate this Contract for default when any of the following conditions attends its implementation:

(a) Outside of *force majeure*, the Lessor fails to deliver or perform any or all of the GOODS within the period(s) specified in the contract, or within any extension thereof granted by the PROCURING ENTITY pursuant to a request made by the Lessor prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;

(b) As a result of *force majeure*, the Lessor is unable to deliver or perform any or all of the GOODS, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the PROCURING ENTITY stating that the circumstance of force majeure is deemed to have ceased; or

(c) The Lessor fails to perform any other obligation under the Contract.

19.2. In the event the PROCURING ENTITY terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 19 to 22, the PROCURING ENTITY may procure, upon such terms and in such manner as it deems appropriate, GOODS or Services similar to those undelivered, and the Lessor shall be liable to the PROCURING ENTITY for any excess costs for such similar GOODS or Services. However, the Lessor shall continue performance of this Contract to the extent not terminated.

19.3. In case the delay in the delivery of the GOODS and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Lessor, the PROCURING ENTITY may terminate this Contract, forfeit the Lessor's performance security and award the same to a qualified Lessor.

**20. Termination for Insolvency**

The PROCURING ENTITY shall terminate this Contract if the Lessor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Lessor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PROCURING ENTITY and/or the Lessor.

**21. Termination for Convenience**

21.1. The PROCURING ENTITY may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the PROCURING ENTITY may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

**22. Termination for Unlawful Acts**

22.1 The PROCURING ENTITY may terminate this Contract in case it is determined *prima facie* that the Lessor has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

(a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);

(b) Drawing up or using forged documents;

(c) Any other act analogous to the foregoing.

**23. Procedures for Termination of Contracts**

23.1. The following provisions shall govern the procedures for termination of this Contract:

(a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(b) Upon recommendation by the Implementing Unit, the Head of the PROCURING ENTITY shall terminate this Contract only by a written notice to the Lessor conveying the termination of this Contract. The notice shall state:

(i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Lessor to show cause as to why this Contract should not be terminated; and

(iv) special instructions of the PROCURING ENTITY, if any.

(c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;

(d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Lessor shall submit to the Head of the PROCURING ENTITY a verified position paper stating why this Contract should not be terminated. If the Lessor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the PROCURING ENTITY shall issue an order terminating this Contract;

(e) The PROCURING ENTITY may, at any time before receipt of the Lessor’s verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Lessor’s receipt of the notice;

(f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the PROCURING ENTITY shall decide whether or not to terminate this Contract. It shall serve a written notice to the Lessor of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Lessor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and

(g) The Head of the PROCURING ENTITY may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the PROCURING ENTITY.

(h) The Lessor must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

**24. Assignment of Rights**

The Lessor shall not assign his rights or obligations under this Contract, in whole or in part, except with the PROCURING ENTITY’s prior written consent.

**25. Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

**26. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

**Section V. Special Conditions of Contract**

**Special Conditions of Contract**

| **GCC Clause** |  |
| --- | --- |
| 1.1(g) | The PROCURING ENTITY is  **PHILIPPINE STATISTICS AUTHORITY REGIONAL STATISTICAL SERVICES OFFICE-NATIONAL CAPITAL REGION (PSA RSSO-NCR)** |
| 1.1(i) | The Lessor is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
| 20070819 Bidding Documents Watermark1.1(j) | The Government of the Philippines (GOP) through the General Appropriations Act (GAA) of 2017 |
| 1.1(k) | The Location is defined in Section VI, Schedule of Requirements. |
| 5.1 | The PROCURING ENTITY’s address for Notices is:  Regional Director Philippine Statistics Authority Regional Statistical Services Office-NCR 4/F Philippine Bible Society Building 3961 Ramon Magsaysay Blvd., Sta. Mesa, 1016 Manila    The Lessor’s address for Notices is:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 13.1 | The inspection/test will be conducted in the Location immediately after the delivery if it is in conformity with the required technical specifications.  Presence of the representative of the Lessor during the inspection/test period is required. |
| 15.1 | The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.  The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it. |

**Section VI.** Schedule of Requirements

#### The requirement schedule as expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

| **Item** | **Location/**  **Description** | **Space Requirement** | **Quantity** | **Delivered Date** |
| --- | --- | --- | --- | --- |
| LOT A  **RSSO-NCR** | The location of the office space to be leased must be strategically located in Quezon City. The proposed office space should be located along major thoroughfares and accessible to MRT/LRT lines and public utility vehicles. | At least  1,100 sq.m. | 1 lot | August 2017 to July 2022 |
| LOT B  **NCR-PO I** | The location of the office space to be leased must be strategically located in the City of Manila. The proposed office space should be located along major thoroughfares and accessible to LRT lines and public utility vehicles. | At least  1,200 sq.m. | 1 lot | July 2017 to June 2022 |
| LOT C  **NCR-PO II** | The location of the office space to be leased must be strategically located in Quezon City. The proposed office space should be located along major thoroughfares and accessible to MRT/LRT lines and public utility vehicles. | At least  1,100 sq.m. | 1 lot | August 2017 to July 2022 |
| LOT D  **NCR-PO III** | The location of the office space to be leased must be strategically located in the City of Makati. The proposed office space should be located along major thoroughfares and accessible to MRT/LRT lines and public utility vehicles. | At least  1,500 sq.m. | 1 lot | July 2017 to June 2022 |
| LOT E  **NCR-PO IV** | The location of the office space to be leased must be strategically located in Caloocan City South. The proposed office space should be located along major thoroughfares and accessible to MRT/LRT lines and public utility vehicles. | At least  1,000 sq.m. | 1 lot | January 2018 to December 2023 |
| **LOT F**  **NCR-PO V** | The location of the office space to be leased must be strategically located in Pasay City. The proposed office space should be located along major thoroughfares and accessible to MRT/LRT lines and public utility vehicles. | At least  850 sq.m. | 1 lot | July 2017 to June 2022 |

**Section VII. Technical Specifications**

The technical specifications provide the specific requirements per lot.

Appropriate drawings/floor plans may be requested by the Procuring Entity from the Bidders for review prior to contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

**TECHNICAL SPECIFICATIONS**

| **Specifications** | | **Bidder’s Specification** | **Statement of Compliance (Comply or**  **Not Comply)\*** |
| --- | --- | --- | --- |
| **LEASE CONTRACT OF PSA RSSO-NCR OFFICE SPACES** | | | |
| LOT A  **RSSO-NCR** | A. Location  The location of the office space to be leased must be strategically located in Quezon City. The proposed office space should be located along major thoroughfares and accessible to MRT or LRT lines and public utility vehicles.  B. Space Requirements  The total office space requirements (usable) should be at least 1,100 square meters located within the same floor. The building’s spaces must be adequate for the PSA NCR Regional Office requirement for the ff.:   * Office for the Regional Director with own CR (T/B) and a small conference room for 8 persons * Office space with partitions for the Statistical and Operation Unit (SOU), Civil Registry Unit and Financial /Administrative Unit (with glass window for Cashier) * Office for Processing Room/IT Unit (for at least 30 persons) * One (1) Conference Room * One (1) Pantry for PSA-NCR Regional Office employees * Space for Library * Four (4) enclosed Storage Room * Training Room (for at most 50 pax) * Lobby/Visitors Lounge * Separate comfort rooms for male and female   The building office layout must be aligned with the PSA NCR Regional Office type arrangement. Proposed space with larger area shall be accepted provided that the excess area shall be given free.  The floor level of offered space must be located higher than the road level.  C. Parking Requirements  The Lessor should provide for free at least four (4) parking slots for the exclusive use of the official vehicles, employees, clients and visitors of PSA – NCR Regional Office aside from non-exclusive privilege to use common parking space/area.  D. Building Equipment Facilities  Office building shall be made of reinforced concrete, structural steel or combination of both.  The building must have the following facilities/amenities, viz:  1. Main meter for electric and water supply exclusively for the use of the Lessee;  2. Sufficient electrical fixtures, lighting fixtures and convenience outlets. There should also be a provision for electrical system (single phase or three phases) for air conditioning units and other office equipment to be installed;  3. Fire/emergency exits preferably with fire alarm and detection system;  4. Electrical facilities requirement includes;  a. All electrical fixtures, convenient outlets, switches and telephone jacks/terminals shall be in good working conditions;  b. All electrical components within the building shall meet the electrical load requirements provided for PSA-NCR Regional Office; and  5. There should be ample provision for communication lines/system;  6. Provision for personnel comfort rooms with lavatory, bidet, mirror, exhaust fan, hose bib; three (3) for male and three (3) for female comfort rooms and another one (1) for male/female exclusive use of the Regional Director;  7. Floor to ceiling clearance must be at least 2.40 meters;  8. The building owner should provide/install for free, a horizontal/vertical Panaflex signage of the PSA-NCR Regional Office and adequate spaces for installation of streamers for information and disseminations;  9. There must be an ample provision elevator/s for the tenants, PSA NCR Regional Office employees, its’ clientele and visitors;  10. PSA NCR Regional Office should be allowed to demolish/chip portions of walls and floors for the installation of office equipments.  11. With installed window shades;  12. Should have installed air conditioning units enough for the leased space;  13. Provision for additional installation of window type air conditioning units.  NOTE: It should be understood that the spaces of external and internal walls within the perimeter whether permanently or temporary, as well as stairways, fire exits, common corridors, common hallways, common comfort rooms, A/C rooms are not considered in the computation of the total office floor area.  E. IT Requirements  The building must have the ff.:   * Provision on the installation of horizontal and vertical network cabling (Structures Cabling Infrastructure) * The ceiling should have at least 0.30 to 0.50 meter clear space from the bottom of the beams and slabs, etc., for the installation of horizontal cabling of data cables; * PSA NCR Regional Office should be allowed to demolish/chip portion of wall and floors for the installation of data cables; * The ceiling must have removable/detachable boards for the installation of network cables or availability of sufficient ceiling spaces/board breaks to install network cable wiring harness and * With facility of cable entry (service entrance) for the possible installation of network cables from telecommunication companies; * Access to the building/electrical room/main distribution frame for any IT trouble shooting.   F. Term of Lease  The term of lease of contract shall be for a period of five (5) years commencing on August 1, 2017. The annual increase shall not be more than 5% of the preceding year’s lease rate, subject to six months prior notice and will only commence on the third year of the contract.  G. Documentary Requirements  1. Licenses/Permits – Occupancy Permit, Fire, Electrical, Mechanical and Sanitary Permits  2. Floor Plan, Electrical Plan (As Built) and Sanitary Plan (As Built)  H. Other Provision that shall be included in the Contract  1. The Lessor shall apply pest and rodent control on all areas occupied by the PSA NCR Regional Office at least once every six (6) months.  2. The Lessor shall undertake major repairs and maintenance of the premises, civil, electrical, sanitary and mechanical equipment systems and components. Please note that expenses for the aforementioned shall be shouldered by the Owner/Administrator of the building.  3. Leasehold improvements and PSA NCR Regional Office signage installation (plan to be presented after ocular inspection of the facility being offered for lease) must be allowed.  4. Future renovations and partitioning shall only be done with the Lessor’s consent.  5. Any movable structures installed by PSA NCR Regional Office may be removed if the office space is to be vacated.  6. The Lessor shall cover the expenses for the renovation, improvements and air conditioning facility of the building including partition wall on each floor.  7. The Lessee shall have a 30 days rent free period for the delivery of its equipment, tables, chairs, cabinets, etc. from the turnover rate.  8. Any other services that the Bidder may offer.  NOTE: These are the Lessee’s minimum specifications/requirements. The Bidder may offer higher specifications or additional items, if any, with no additional cost to the Lessee. |  |  |
| LOT B  **NCR-PO I** | A. Location  The location of the office space to be leased must be strategically located in the City of Manila. The proposed office space should be located along major thoroughfares and accessible to LRT line and public utility vehicles.  B. Space Requirements  The total office space requirements (usable) should be at least One Thousand Two hundred Square Meters (1,200 sq.m.). The building’s leasable spaces must be adequate for the PSA-NCR POI area requirement for the ff.:   * Office for the Provincial Statistics Officer * Office for the Statistical Operation Unit * Office for the Civil Registry Unit * Office for the Financial Management Unit * Office for the Administrative Unit * Office for Information Technology Unit * One (1) Conference Room * One (1) Pantry for PSA-NCR POI employees * One (1) Library * One (1) enclosed Storage Room * Three (3) Training Room * Lobby   The building office layout must be aligned with the PSA-NCR PO I type arrangement.  Proposed space with larger area shall be accepted provided that the excess area shall be given free.  The floor level of offered space must be located higher than the road level and should be in adjoining or succeeding floor/s with part of the space located on the first floor.  C. Parking Requirements  The Lessor should provide at least six (4) parking slots within the premises of the building, free of charge, for the exclusive use of the official vehicles and employees of PSA-NCR PO I aside from non-exclusive privilege to use common parking space/area for the visitors and clients.  D. Building Equipment and Facilities  Office building shall be made of reinforced concrete, structural steel or a combination of both.  The building must have the ff. facilities / amenities, namely:  1. Main meter for electric and water supply exclusively for the use of the Lessee;  2. Sufficient electrical fixtures, lighting fixtures and convenience outlets. There should also be a provision for electrical system (single phase or three phases) for air conditioning units and other office equipment to be installed;  3. Fire/emergency exits preferably with fire alarms / detection systems.  4. Electrical facility requirements include:  a. All electrical fixtures, convenience outlets, switches and telephone jacks/terminals shall all be in good working conditions;  b. All electrical components within the building shall meet the electrical load requirements provided for by the PSA-NCR PO I and  5. There should be ample provision for communication lines / system;  6. Provision for personnel comfort rooms (CR) with lavatory, bidet, mirror, exhaust fans and hose bibs, three (3) for male and three (3) for female comfort rooms and one (1) for male/female exclusive use of the Provincial Statistics Officer;  7. Floor to ceiling clearance must be at least 2.40 meters;  8. The building owners should provide/install for free, a horizontal/vertical panaflex signage of PSA-NCR PO I and adequate spaces for streamer/s display of information and disseminations;  9. The building has an air-cooled / water-cooled air conditioning systems;  10. PSA- NCR POI should be allowed to demolish/chip portions of wall and floor for the installation of additional office equipment.  NOTE: It should be understood that the spaces of external and internal walls within the perimeter whether permanent or temporary as well as stairways, fire exits, common corridors, common hallways, common comfort rooms, A/C rooms are not considered in the computation of total office floor area.  E. IT Requirements  The building must have the ff.:   * Provision on the installation of horizontal and vertical network cabling (Structures Cabling Infrastructure); * The ceiling should have at least 0.30 meter to 0.50 meter clear space from the bottom of the beams and slabs, etc., for the installation of horizontal cabling of data cables; * PSA-NCR PO I should be allowed to demolish/chip portions of wall and floor for the installation of data cables; * The ceiling must have a removable or detachable board for the installation of network cables or availability of sufficient ceiling space and board breaks to install network cable wiring harness, and * With facility of cable entry (service entrance) for the possible installation of network cables from telecommunication companies.   F. Term of Lease  The term of lease of contract shall be for a period of five (5) years commencing on August 1, 2017. The annual increase shall not be more than 5% of the preceding year’s lease rate, subject to six months prior notice and will only commence on the third year of the contract.  The Lease may be renewed for another term with the same terms and condition of the prevailing lease, except for rent, which shall be based on Fair Market Value at the time of the negotiations. Fair Market Value shall be defined as the prevailing rate for rent.  G. Documentary Requirements  1. Licenses / Permits – Occupancy Permit, Fire, Mechanical, Electrical and Sanitary  2. Floor Plan, Electrical Plan (As Built), Sanitary Plan (As Built)  H. Other Provisions that shall be included in the Contract  1. The Lessor shall apply Pest/Rodent Control on all areas occupied by PSA-NCR PO I at least one every six (6) months.  2. The Lessor shall undertake major repairs and maintenance of the premises – civil, electrical, sanitary and mechanical equipment, systems and components. Please note that expenses for the aforementioned shall be shouldered by the Owner and/or Administrator of the building.  3. Leasehold improvements and PSA-NCR PO I signage installation (to be presented after ocular inspection of the facilities being offered for lease) must be allowed.  4. Future renovations and partitioning shall only be done with the consent of the Lessor.  5. Any movable structures installed by PSA-NCR PO I may be removed if the office space is vacated.  6. The Lessor shall cover the expenses for the renovation, improvements and air conditioning facilities of the building including the partition walls on each floor.  7. The Lessee shall have a 30 days rent free period for the delivery of its equipment, tables, chairs, etc., from the turnover date.  8. Any other services that the bidder may offer.  NOTE: These are the Lessee’s minimum specifications/requirements. The Bidder may offer higher specifications or additional items, if any, with no additional cost to the Lessee. |  |  |
| LOT C  **NCR-PO II** | A. Location  The location of the office space to be leased must be strategically located in Quezon City. The proposed office space should be located along major thoroughfares and accessible to MRT/LRT lines and public utility vehicles.  B. Space Requirements  The total office space requirements (usable) should be at least 1,100 square meters located within the same floor. The building’s leasable spaces must be adequate for the PSA-NCR PO II area requirement for the ff.:   * Office for the Provincial Statistics Officer with own CR (T/B) and small conference room (8 persons) * Office space with partitions for the Statistical and Operation Unit (SOU), Civil Registry Unit and Financial /Administrative Unit (with glass window for Cashier) * Office for Processing Room/IT Unit (for at least 30 persons) * One (1) Conference Room * One (1) Pantry for PSA-NCR PO II employees * Space for Library * Four (4) enclosed Storage Room * Training Room (for at most 50 pax) * Lobby/Visitors Lounge * Separate comfort rooms for male and female     The building office layout must be aligned with the PSA NCR PO II type arrangement.  Proposed space with larger area shall be accepted provided that the excess area shall be given free.  C. Parking Requirements    The Lessor should provide at least two (2) parking slots within the premises of the building, free of charge, for the exclusive use of the official vehicles and employees of PSA-NCR PO II aside from non-exclusive privilege to use common parking space/area for the visitors and clients.  D. Building Equipment Facilities  Office building shall be made of reinforced concrete, structural steel or combination of both.    The building must have the following facilities/amenities, viz:  1. Main meter for electric and water supply exclusively for the use of the Lessee;  2. Sufficient electrical fixtures, lighting fixtures and convenience outlets. There should also be a provision for electrical system (single phase or three phases) for air conditioning units and other office equipment to be installed;  3. Fire/emergency exits preferably with fire alarm and detection system;  4. Electrical facilities requirement includes;  a. All electrical fixtures, convenient outlets, switches and telephone jacks/terminals shall be in good working conditions;  b. All electrical components within the building shall meet the electrical load requirements provided for PSA-NCR PO II; and  5. There should be ample provision for communication lines/system;  6. Provision for personnel comfort rooms with lavatory, bidet, mirror, exhaust fan, hose bib; three (3) for male and three (3) for female comfort rooms and another one (1) for male/female exclusive use of the Provincial Statistics Officer;  7. Floor to ceiling clearance must be at least 2.40 meters;  8. The building owner should provide/install for free, a horizontal/vertical Panaflex signage of the PSA-NCR PO II and adequate spaces for installation of streamers for information and disseminations;  9. There must be an ample provision elevator/s for the tenants, PSA NCR PO II employees, its’ clientele and visitors;  10. PSA NCR PO II should be allowed to demolish/chip portions of walls and floors for the installation of office equipments.  11. With installed window shades;  12. Should have installed air conditioning units enough for the leased space;  13. Provision for additional installation of window type air conditioning units.  NOTE: It should be understood that the spaces of external and internal walls within the perimeter whether permanently or temporary, as well as stairways, fire exits, common corridors, common hallways, common comfort rooms, A/C rooms are not considered in the computation of the total office floor area.  E. IT Requirements  The building must have the ff.:   * Provision on the installation of horizontal and vertical network cabling (Structures Cabling Infrastructure) * The ceiling should have at least 0.30 to 0.50 meter clear space from the bottom of the beams and slabs, etc., for the installation of horizontal cabling of data cables; * PSA NCR PO II should be allowed to demolish/chip portion of wall and floors for the installation of data cables; * The ceiling must have removable/detachable boards for the installation of network cables or availability of sufficient ceiling spaces/board breaks to install network cable wiring harness and * With facility of cable entry (service entrance) for the possible installation of network cables from telecommunication companies; * Access to the building/electrical room/main distribution frame for any IT trouble shooting.   F. Term of Lease  The basic term of Lease of Contract shall be for a period of five (5) years commencing on August 1, 2017. The annual increase shall not be more than 5% of the preceding year’s lease rate, subject to six months prior notice and will only commence on the third year of the contract.  G. Documentary Requirements  1. Licenses/Permits – Occupancy Permit, Fire, Electrical, Mechanical and Sanitary Permits  2. Floor Plan, Electrical Plan (As Built) and Sanitary Plan (As Built)  H. Other Provision that shall be included in the Contract  1. The Lessor shall apply pest and rodent control on all areas occupied by the PSA NCR PO II at least once every six (6) months.  2. The Lessor shall undertake major repairs and maintenance of the premises, civil, electrical, sanitary and mechanical equipment systems and components. Please note that expenses for the aforementioned shall be shouldered by the Owner/Administrator of the building.  3. Leasehold improvements and PSA NCR PO II signage installation (plan to be presented after ocular inspection of the facility being offered for lease) must be allowed.  4. Future renovations and partitioning shall only be done with the Lessor’s consent.  5. Any movable structures installed by PSA NCR PO II may be removed if the office space is to be vacated.  6. The Lessor shall cover the expenses for the renovation, improvements and air conditioning facility of the building including partition wall on each floor.  7. The Lessee shall have a 30 days rent free period for the delivery of its equipment, tables, chairs, cabinets, etc. from the turnover rate.  8. Any other services that the Bidder may offer.  NOTE: These are the Lessee’s minimum specifications/requirements. The Bidder may offer higher specifications or additional items, if any, with no additional cost to the Lessee. |  |  |
| LOT D  **NCR-PO III** | **I I. OFFICE SPACE SPECIFICATIONS**  A building/property with the following technical specifications taking into consideration the rating factors. |  |  |
|  | **A. Location and Site Condition** |  |  |
|  | **1. Accessibility**. The property must be accessible directly to the main thoroughfare by public transport, such as MRT/LRT lines and public utility vehicles. |  |  |
|  | **2. Topography and Drainage**. The property shall be in an area where at least a 1.5 meter standard storm drainage system is in place. It must have an adequate and properly installed drainage system and not located in a flood prone area. |  |  |
|  | **3. Sidewalk**. The property shall have ample pedestrian sidewalks. |  |  |
|  | **4. Parking Space**. The Lessor should provide at least two (2) parking slots within the premises of the building, free of charge, for the exclusive use of the official vehicles and employees of PSA-NCR PO III aside from non-exclusive privilege to use common parking space/area for the visitors and clients. |  |  |
|  | **5. Economic Potential**. The property must be located in a commercial or business district and/or classified as mixed use (office, commercial, business). |  |  |
|  | **B. Neighborhood Data** |  |  |
|  | **1. Prevailing Rental Rate**. Property’s rental rate must not be more than Php 1,000 per square meter, per month (inclusive of VAT) and common area maintenance charges of not more than P200 per square meter per month. |  |  |
|  | **2. Sanitation and Health Condition**. The property must be located in a sanitary and healthy environment. It must have proper garbage facilities and complies with the health and sanitation standard required under the Sanitation Code of the Philippines. |  |  |
|  | **3. Adverse Influence**. The property must be free from informal settlers within a radius of 400 meters. |  |  |
|  | **4. Property Utilization**. The property’s highest and best use is for an office/commercial building. |  |  |
|  | **5. Police and Fire Stations**. The property must be located within two (2) kilometers from police and fire stations. |  |  |
|  | **6. Cafeterias**. Adequate food establishments/eateries/cafeterias/restaurants must be within the immediate proximity of the property. |  |  |
|  | **7. Banking/Postal/Telecommunication**. The property must have adequate telecommunication lines. Banks and financial institutions that offer ATM services should likewise be within close proximity. |  |  |
|  | **8. Other Services.** The property must be accessible to government and health service centers. |  |  |
|  | **7. Banking/Postal/Telecommunication**. The property must have adequate telecommunication lines. Banks and financial institutions that offer ATM services should likewise be within close proximity. |  |  |
|  | **8. Other Services.** The property must be accessible to government and health service centers. |  |  |
|  | **C. Real Estate** |  |  |
|  | **1. Structural Condition**. The building is designed in compliance with the Building Code of the Philippines. |  |  |
|  | **2. Functionality**.  **a. Space Requirements**. The building’s leasable spaces must be adequate for the PSA-NCR III area requirement of at least 1,500 sq. meters for the following:  Statistical, Civil Registration Administrative and Financial Management Functions   * Office for the Provincial Statistics Officer * Office for the Administrative Section * Cashier’s Room * Statistical Unit Room (Working Area for at least 40 employees) * One (1) Meeting Room * One (1) Processing Area Room * One (1) Training Room * Library Room * Pantry Room * Visitors Lounge * Supply/Stock Room   Civil Registration Serbilis Outlet   * Office of the Outlet Manager * Office of the Outlet Supervisor * Screeners Counters * Collecting Counters * Releasers Counters * Public assistance and Complaint Desk Counter * One (1) Meeting Room * Separate Male and Female Comfort Room/s for PSA Serbilis Personnel. * Male and Female Public Comfort Rooms * Comfort Room for PWD * Pantry Room * Supply Room/Storage Room * Seating Capacity Space for approximately 500 persons/clients/document applicants * Provisions for Installation of Electronic Bill boards * Breastfeeding Station Room |  |  |
|  | **b. Module.** The Leased Premises shall be handed over with the following minimum specifications:   * With very presentable floor tiles * With very presentable ceiling * Standard fire protection system * Provision for additional air conditioning units |  |  |
|  | **c. Room Arrangement**. The building office layout must be aligned with the PSA-NCR III specifications |  |  |
|  | **d. Light and Ventilation**. The building’s common areas must have proper lighting and ventilation system |  |  |
|  | **3. Facilities. The building must have the following facilities/amenities:**  a. Main meter for electrical and water supply exclusively for the use of the PSA- NCR III;  b. Sufficient electrical fixtures, lighting fixtures and convenience outlets. There should also be provisions for electrical system (single phase and three phases) for the air-conditioning units and other office equipment to be installed;  c. Sufficient supply of water within the building for all the tenants;  d. There must be ample provision of elevator/s for the tenants, PSA-NCR III personnel and its clientele/visitors if the building is four (4) story or above  e. Fire/emergency exits; preferably has Fire alarm/detection system /sprinklers, as provided by laws;  f. Electrical Facilities/Requirements:   * + 1. With electric power connection and own meter capable of handling all power requirements;     2. All electrical fixtures, convenience outlets, switches, and telephone jacks / terminals shall be in good working condition;     3. All electrical components within the building shall meet the electrical load requirements provided for by PSA - NCR PO III; and   g. Provision for comfort rooms*(CR)* with lavatories, mirrors and exhaust fans for the use of PSA-NCR III employees and clientele/stakeholders/visitors;  h. The building has an air-cooled / water-cooled air-conditioning system;  i. Provision for additional installation of window/split type air conditioning units.  j. PSA–NCR PO III should be allowed to demolish/chip portion of walls and floors for the installation of office equipment; |  |  |
|  | **4. IT Requirements**  The building must have the following:   1. Provision on the installation of horizontal and vertical network cabling (structured cabling infrastructure) 2. The ceiling should have at least 0.30 meter to 0.50 meter clear space from the bottom of the beams and slab, etc. for the installation of horizontal cabling of data cables; 3. PSA – NCR III should be allowed to demolish/chip portion of walls and floors and ceilings for the installation of data cables; 4. The ceiling must have removable / detachable board for the installation of network cables, or availability of sufficient ceiling space / board breaks to install network cable wiring harness; and 5. With facility of cable entry (service entrance) for the possible installation of network cables from telecommunications companies. |  |  |
|  | 5. Other Requirements. The building must have/be:  a. The Lessor shall apply pest and rodent control on all areas occupied by the PSA NCR PO III at least once every six (6) months.  b. The Lessor shall undertake major repairs and maintenance of the premises, civil, electrical, sanitary and mechanical equipment systems and components. Please note that expenses for the aforementioned shall be shouldered by the Owner/Administrator of the building  c. Leasehold improvements and PSA NCR PO III signage installation and flag pole (plan to be presented after ocular inspection of the facility being offered for lease) must be allowed.  d. Future renovations and partitioning shall only be done with the Lessor’s consent.  e. Any movable structures installed by PSA NCR PO III may be removed if the office space is to be vacated,  f. The Lessor shall cover the expenses for the renovation, improvements and air conditioning facility of the building including partition wall on each floor.  g. Fully–secured, enclosed and dedicated elevator lobbies |  |  |
|  | **D. Free Services**  Any other services that the bidder may offer. |  |  |
|  | **II. QUALIFICATION**  The Lessor must be a reputable real estate developer. |  |  |
|  | **DURATION OF THE CONTRACT**  The Lease Term shall be for a period of five (5) years commencing on July 1, 2017. The annual increase shall not be more than 5% of the preceding year’s lease rate, subject to six (6) months prior written notification and will only commence on the third year of the contract.  The Lease may be renewed for another term with the same terms and conditions of the prevailing lease, except for rent, which shall be based on Fair Market Value at the time of the negotiations. Fair Market Value shall be defined as the prevailing rate for rent |  |  |
| LOT E  **NCR-PO IV** | A. Location  The location of the office space to be leased must be strategically located in Caloocan City (South) with the following requirements:   * accessible to the main thoroughfare by public transportation such as LRT lines and /or public utility vehicles (PUV); * banks and financial institutions specifically Land Bank of the Philippines should be located within two (2) kms; * with adequate food establishment/ eateries/cafeterias/restaurants located either in the building or within 500 meters from the building; and located within two (2) kms from police and fire stations.     B. Space Requirements  The building’s leasable space must be adequate for the PSA NCR IV office of at least 1,000 sq.m for the following:  1. Leasable space must be located on a single floor or single building only;  2. Preferable on the first to fourth floor of the building with provision for stairs and elevators if building is three to four stories;  3. Have separate male comfort room with at least two (2) cubicles and female comfort room with at least three (3) cubicles;  4. With provision of free storage area of 50-100 sq.m.;  5. With partitions and space requirements for PSA NCR PO IV office given below:    *With floor to ceiling partitions*  5.1 Executive Room (with T & B, meeting room, visitor’s lounge)  5.2 Training Room  5.3 Conference Room  5.4 Supply/Stock Room  5.5 Records Room  5.6 Storage Room    *With low level partitions*  5.7. Cashier  5.8 Manual processing area  5.9 Machine processing area  5.10 Pantry  5.11 Data Center/library  6.12 Area for Wellness/Health, Clinic, Moral  Recovery Activities and Safety Programs  The building office layout must be aligned with the Philippine Statistics Authority-NCR IV type of arrangement.  Proposed space with larger area shall be accepted provided that the excess area shall be given free.  Note: It should be understood that spaces of external and internal walls within the perimeter whether permanent or temporary, as well as stairways, fire exits, common corridors, common hallways, common comfort rooms, common A/C rooms, are not considered in the computation of total office floor area.  C. Parking Requirements  The lessor should provide for free and secured at least five (5) parking slots for the exclusive use of the official vehicles, employees, clients and visitors of PSA NCR PO IV main office aside from non-exclusive privilege to use common parking space/area.  D. Building Equipment and Facilities  Office building shall be made of reinforced concrete, structural steel or combination of both.  The building must have the following facilities / amenities, viz:  1. Separate electric meter and water meter for PSA NCR PO IV exclusively for the use of the lessee;  2. With steady and sufficient supply of water;  3. With adequate lighting and ventilation system;  4. With ample provisions for communication lines/system such as telephone and internet connections for 200 personnel of PSA NCR IV office;  5. With adequate air conditioning units;  6. With fire alarms/detection system, fire fighting equipment and fire emergency exits as provided by law;  7. With security features like CCTV and secured main entrance;  8. With provisions for all electrical requirements of PSA NCR PO IV office for 100 – 200 computers;  9. Provision of at least one (1) pylon signage for PSA NCR PO IV office;  10. With provision of standby generator for power interruption;  11. Will allow documents, questionnaires, manuals and other similar materials to be brought in/stored in the leased premises;  12. With provision of free Bodega (50-100 sq.m);  13. Provision of venetian blinds for glass partition/s;  14. With presentable floor tiles, ceiling and painted walls and partitions;  E. IT Requirement  The building must have the following:   * Provision on the installation of horizontal and vertical network cabling (structured cabling Infrastructure); * PSA NCR PO IV should be allowed to chip portion of walls and floors and ceilings for the installation of data cables; * Access to the building / electrical / room /main distribution frame for any IT troubleshooting; * Must meet all requirements of PSA NCR PO IV office IT installations   F. Term of Lease  The term of lease of contract shall be for a period of five (5) years. Escalation cost/rate shall not exceed 5% of the preceding year’s rate, subject to six (6) months prior written notification and will only commence on the third year of the contract.  Maybe renewed for another term with the same terms and conditions of the prevailing lease except for rent, which shall be based on fair market value at the time of the negotiations which is the prevailing rate for rent.  G. Documentary Requirements  1. Licences / Permits: Occupancy Permit, Fire, Electrical, Mechanical, and Sanitary  2. Floor Plan, Electrical Plan (as Built), Sanitary Plan (as built)  H. Other Provision/s that shall be included in the Contract  1. The lessor shall apply pest control and rodent control on all areas occupied by PSA NCR PO IV at least once every six (6) months.  2. The lessor shall undertake major repairs and maintenance of the premises, civil, electrical, sanitary, and mechanical equipment, systems and components. Please note that the expenses for the aforementioned shall be shouldered by the owner/administrator of the building.  3. The lessor shall cover the expenses for the renovation, improvements and air conditioning facility of the building including the partition walls.  4. PSA NCR PO IV shall have at least 30 days rent free for the transition, hauling and transfer period. |  |  |
| LOT F  **NCR –PO V** | **A. LOCATION**   * Strategically located in Pasay City and accessible directly to the main thoroughfares by public transport (MRT / LRT lines and PUV) * must not be located in a flood prone area * Preferably located in a commercial or business district and/or classified as mixed use (office, commercial, business type)   **SPACE REQUIREMENTS**  The leasable space must be adequate forthe PSA - NCR PO V area requirement of at least 850 square meters for the following:  Statistical, Civil Registration and Administrative Functions   * Room for the Provincial Statistics Officer - with toilet and bath and space for a 6 to 8 seater conference table * Space for Civil Registration and Administrative Services Unit * Space for Statistical Unit * Cashier’s Room * Machine processing area * Manual processing area * Library * Pantry - with sink and kitchen cabinet * Visitors Lounge/Receiving area * Separate Comfort Rooms for male (at least 2 cubicles) and female (at least 3 cubicles) with lavatories, bidet, hose bib, and mirrors for the exclusive use of PSA - NCR PO V * Conference Room * Training Room * Supply/Stock Room * Documents/Files Storage Room   The leasable space must be adjacent and located within the same floor.  The building office layout must be aligned with the Philippine Statistics Authority-NCR Provincial Office V specifications.  **PARKING REQUIREMENTS**  The property must have an exclusive parking space within thebuilding.  The lessor should provide for free at least three (3) parking spaces for the exclusive use of PSA-NCR PO V official vehicles and those of its employees and visitors.  The lessor should provide non-exclusive privilege to use common parking space/area for free.  **BUILDING EQUIPMENT AND FACILITIES**  The building shall be made of reinforced concrete, structural steel or combination of both and designed in compliance with the Building Code of the Philippines.    The building must have the following facilities / amenities:  1. Main meter and/or sub-meter for electric and water supply exclusively for the use of the lessee;  2. Sufficient electrical fixtures, lighting fixtures and convenience outlets. There should also be a provision for electrical system (single phase or three phases) for air-conditioning units and other office equipment to be installed;  3. Standby generator set at least for common areas;  4. Water tank;  5. There must be ample provision of elevator for the tenants, PSA - NCR PO V personnel and its clientele/visitors if the building is four (4) storey or above;  6. Fire alarm/detection system, fire-fighting equipment and fire/emergency exits, as provided by law;  7. Electrical facilities/requirements;   * 1. All electrical fixtures, convenience outlets, switches, and telephone jacks / terminals shall be in good working condition;   2. All electrical components within the building shall meet the electrical load requirements provided for by PSA - NCR PO V;   8. There should be ample provision for communication lines / system;  9. Provision for separate comfort room (CR), with at least two (2) cubicles for male and at least three (3) cubicles for female, with lavatory, bidet, mirror, exhaust fan, and hose bib, for exclusive use of PSA-NCR PO V employees and visitors, and another one (1) for exclusive use of the Provincial Statistics Officer of PSA – NCR PO V.  10. There should be provision for installation of horizontal/vertical signage of PSA-NCR PO V and adequate space for installation of streamer(s) for information dissemination;  11. The building has installed adequate air-conditioning system;  12. The building’s common areas must have proper lighting and ventilation;  13. PSA–NCR PO V should be allowed to demolish/chip portion of walls and floors for the installation of office equipments;  14. Overall façade and architectural design appropriate for an office building;  15. Properly maintained, fully–secured, and enclosed.  **I.T REQUIREMENTS**  The building must have the following:   * Provision on the installation of horizontal and vertical network cabling (Structures Cabling Infrastructure); * PSA – NCR PO V should be allowed to demolish / chip portion of wall and floors for the installation of data cables; * There should be ample provision for communication lines / system requirements (e.g. riser, piping, etc.); * The ceiling must have removable / detachable board for the installation of network cables, or availability of sufficient ceiling space / board breaks to install network cable wiring harness; and * With facility of cable entry (service entrance) for the possible installation of network cables from telecommunications companies.   **TERM OF LEASE**  The Lease Term shall be for a period of five (5) years commencing on August 1, 2017. The annual increase shall not be more than 5% of the preceding year’s lease rate, subject to six (6) months prior written notification and will only commence on the third year of the contract.  **DOCUMENTARY REQUIREMENTS**  1. Licences / Permits: Occupancy Permit, Fire, Electrical, Mechanical, and Sanitary  2. Floor Plan, Electrical Plan (as Built), Sanitary Plan (as built)  **NEIGHBOORHOOD DATA**   * 1. The property must be located in a sanitaryenvironment.   2. The property must be free from informal settlers within aradius of 400 meters.   3. The property’s highest and best use is for anoffice/commercial building.   4. The property must be located within four (4)kilometers from police and fire stations.   5. Adequate food establishments/ restaurants mustbe within the immediate proximity of the property.   6. The property must have adequatetelecommunication lines. Banks and financial institutions that offer ATM services should likewise be within close proximity.   **MODULE**  The Leased Premises shall be handed over with the followingminimum specifications:   * With presentable floor tiles * With presentable ceiling * With painted walls and partitions * With comfort room facilities * Complete air-conditioning system * Complete electrical and lighting fixtures, convenience outlets, and installed telecommunication/data cables * Standard fire protection system * Provision for additional air conditioning units   **OTHER PROVISION THAT SHALL BE INCLUDED IN THE CONTRACT**  1. The lessor shall apply pest control and rodent control on all areas occupied by Philippine Statistics Authority-NCR PO V at least once every six (6) months.  2. The lessor shall undertake major repairs and maintenance of the premises, civil, electrical, sanitary, and mechanical equipment/systems/components. Please note that expenses for the aforementioned shall be shouldered by the owner/administrator of the building.  3. Leasehold improvements and PSA – NCR PO V signage installation must be allowed.  4. Future renovations and partitioning shall only be done with the Lessor’s consent.  5. The PSA-NCR PO V, subject to Lessor’s approval, shall have the right to make alterations or minor decorations within the leased premises.  6. Any movable structures installed by Philippine Statistics Authority-NCR PO V may be removed if the office space is vacated.  7. The lessor shall cover the expenses for the renovation, improvements, partitions, installation of telecommunication/data cables, electrical/lighting fixtures, convenience outlets, signage and air-conditioning facility of the leased premises.  8. The lessee shall have a 30 days rent free period for the delivery of its equipment, tables, chairs, cabinets, etc. from the turnover date.  Open to other free services the bidder may offer.  Office space should be ready for occupancy on July 1, 2017. |  |  |

\* Bidders must state either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the space offered. Bidder’s statement of compliance found to be false either during Bid evaluation, post-qualification or during the execution of the Contract may be regarded as fraudulent and render the Bidder or Lessor liable for prosecution subject to the provisions of **ITB Clause 3.1 (a.2) and/or GCC Clause 2.1 (a.2)**.

**Section VIII. Bidding Forms**

###### **Notes on the Bidding Forms**

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 15with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the **BDS**, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 18.1.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections (e.g., payment schedule and spare parts if used subject to **ITB** Clause 34.4 or quantity variations pursuant to **ITB** Clause 38. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security** **Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the PROCURING ENTITY and pursuant to **GCC** Clause 13 and its corresponding **SCC** provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 4.2 failure to do so and submit it with the Bid shall result in the rejection of the Bid and the Bidder’s disqualification.

**OMNIBUS SWORN STATEMENT**

Republic of the Philippines

City of Manila

**AFFIDAVIT**

I, *(Name of Bidder’s representative/Authorized Signatory)* \_, of legal age, *(civil status)*\_\_, Filipino and residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, after having been duly sworn in accordance with law, do hereby depose and state that:

1. That I am the duly authorized and designated representative of (Name of the Bidder) , with office address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
2. *If a sole proprietorship:* That I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the (Name of Bidder) in the bidding for (Name of Project) of the Philippine Statistics Authority-National Capital Region,

*If a partnership, corporation, cooperative or joint venture:* That I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the (Name of Bidder) in the bidding as shown in the attached duly notarized Secretary’s Certificate attesting to such fact;

1. (Name of the Bidder) is not “blacklisted” or barred from bidding by the Government or any of its agencies, offices, corporations or local governments, including non-inclusion in the Consolidated Blacklisted of Contractors Report issued by the Government Procurement Policy Board;
2. That 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;
3. We hereby authorize the Philippine Statistics Authority-National Capital Region or its authorized representative/s to verify the statements, documents and information submitted herewith to substantiate our eligibility to participate in the bidding for the (Name of the Project);
4. *If a sole proprietorship:* I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a partnership or cooperative:* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a corporation or joint venture:* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

1. That (Name of the Bidder)\_\_\_\_shall abide with existing labor laws and standards, rules and regulations of the Department of Labor and Employment in connection with the implementation of the project;
2. We likewise attest in connection with this bidding of (Name of the Project)\_ of the Philippine Statistics Authority, that:
   1. We have taken steps to carefully examine all of the bidding documents;
   2. We acknowledge all conditions, local or otherwise, affecting the implementation of the contract;
   3. We have made an estimate of the facilities available and needed for the contract to be bid, if any; and
   4. We have requested for clarification on all vague provisions of the bidding documents from the BAC and have received a copy of the Supplemental Bid Bulletin issued by the BAC in response to said queries.

1. \_\_(Name of the Bidder)\_\_\_ is authorized to engage in business which is the subject of this bidding of (Name of the Project)\_.
2. That I am making this statement as part of the eligibility requirement for the bidding of the (Name of the Project)\_\_\_\_\_\_\_\_\_\_

**IN FAITH WHEREOF**, I hereby affix my signature this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Bidder’s Representative/Authorized Signatory)

**ACKNOWLEDGEMENT**

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2015, affiant exhibiting to me his/her (ID name, number and validity date).

(Notary Public)

Until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PTR No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Doc. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Book No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Series of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Note:

The competent evidence of identity for Notary shall comply with Sec. 12(a), Rule II of the 2004 Rules on Notarial Practice.

Sample Contract

**CONTRACT OF LEASE**

KNOW ALL MEN BY THESE PRESENTS

This Contract of Lease made and entered into by and between:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with business address at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_represented in this act by its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein referred to as the “LESSOR”;

- and –

**PHILIPPINE STATISTICS AUTHORITY REGIONAL STATISTICAL SERVICES OFFICE-NATIONAL CAPITAL REGION (PSA RSSO-NCR**), with office address at Philippine Bible Society Building, 3961 Ramon Magsaysay Boulevard, Sta. Mesa, Manila, represented in this act by its Regional Director, **ROSALINDA P. BAUTISTA,** hereinafter referred to as the **“LESSEE”.**

- Witnesseth –

WHEREAS, the LESSOR, is the registered and absolute owner of a Building for Lease situated at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and made available certain areas therein for lease to the “LESSEE”;

WHEREAS, the LESSEE has formally intended to lease the specified areas within the building from the LESSOR;

NOW, THEREFORE, for and in consideration of the above stipulations, the LESSOR hereby leases unto the LESSEE the subject areas herein specified and the latter accepts the lease, subject to the following terms and conditions, to wit:

1. **SUBJECT OF LEASE.** An office space located at the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ of a commercial building along\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a total area of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Square Meters (\_\_\_\_\_\_ sq. m.) to be used by Philippine Statistics Authority as its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. **TERMS OF LEASE.** This Contract of Lease commences \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ends \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The LESSEE has the option to extend monthly the Lease Contract at the same rate until the perfection of a new contract. However, extension of contract shall not exceed six (6) months, unless both parties agreed otherwise.

1. **LEASE RATE.** The total lease rate is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(P\_\_\_\_\_\_\_\_\_\_\_\_\_\_) per month inclusive of all government required fees and taxes and maintenance cost, to be paid not earlier than five (5) working days after submission of an invoice or claim by the Lessor The withholding tax shall be deducted by the LESSEE who shall provide the LESSOR with the withholding tax certificate.
2. **ADVANCE PAYMENT.** Upon LESSOR’s receipt of the Notice to Proceed or on the effective date of the contract, and submission of an invoice or claim, the **LESSEE** shall pay \_\_\_\_\_\_\_\_\_\_\_\_\_ (PhP \_\_\_\_\_\_\_\_\_\_\_\_\_\_) or equivalent to two (2) months advance rent to the LESSOR. The advance payment shall be held by the LESSOR in trust for the LESSEE who hereby undertakes to return to the LESSEE the amount, interest-free and less expenses for the repair of the premises and unpaid utilities bill if any, without need of prior notice or demand within five (5) working days from the expiration on the term of the Lease/or extension or termination as stipulated in Section 17 thereof.

5. **USE OF THE FACILITY/PREMISES**. The leased area shall be used by the LESSEE for office purposes and shall not be converted into any other use without prior authority from the LESSOR. The use of premises shall be subject to the uniformly applicable building rules and regulation which the LESSOR may subsequently provide to all lessees and/or occupants with the objective of safeguarding their persons and personalities, the common safety and welfare, and more important, fostering a desirable relationship among and between the lessee’s occupants and building administration.

6. **PARKING AND OTHER JOINT-USE AREAS**. The LESSOR shall provide for free at least \_\_\_\_\_\_\_\_\_\_\_ parking slot/space for the exclusive use of the LESSEE for the term of this lease. Likewise, LESSEE shall be granted non-exclusive privilege to use the parking areas dedicated for common use.

7. **CORPORATE SIGNAGE**. The LESSEE shall have the right to install its corporate/company signage and Flag Pole at appropriate location on/at the entrance leading to leased premises/facility and/or at suitable place outside the building/premises.

8. **IMPROVEMENTS.** If need arises during the course of contract, LESSEE may make major improvements on the leased facility subject to approval of plan by the LESSOR/OWNER. Acquisition of services and materials needed for its implementation shall be done, with charges borne by LESSEE, in accordance to existing laws.

Improvements done by and paid by the LESSEE shall remain its property and could be removed at its discretion or at the LESSOR’S request upon expiration/termination of contract when a renewal or award of new contract is no longer possible.

9. **UTILITIES.** The subject building/facility will be provided with:

a. Exclusive electric power and facilities capable of handling power requirements of the LESSEE. The LESSEE shall pay for electric bills it incurred from its power usage and shall be responsible for consequences of non-payment thereof.

b. Twenty four hour daily water supply (from public water service provider) and facilities. The LESSEE shall have its own water meter, will pay the bills it incurred from its usage, and shall be responsible for consequences of non-payment thereof.

Likewise, the facility shall have a backup water pump with own water source and water tank.

c. The subject building/facility shall be readily available for installation of telephone lines and communication facilities, which already registered under the name of the LESSEE. All telephone bills and tolls incurred from these\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ lines/facilities shall be paid by the Lessee’s and consequences of its non-payment shall be borne by it.

10. **LIGHTS AND LIGHTING FIXTURES** .The subject area shall be provided with lights,

lighting fixtures with fluorescent tubes and diffusers, or its equivalent. The **LESSEE** shall be responsible for the replacement of gadgets/materials when damaged or broken. The LESSOR is not obligated to provide additional lights and/or lighting fixtures once the LESSEE already occupied the building/space, otherwise, the LESSEE may provide at its own expense.

11. **RESPONSIBILITIES OF THE PARTIES**

1. The LESSEE shall keep the leased premises/property in clean and good condition. However, repairs and periodic repainting, if necessary, shall be at the expense of the LESSOR, unless the need had been brought about by the LESSEE’s negligence.

In the event certain damage or destruction is caused by occurrence of natural events, immediate repair or restoration shall be undertaken by the LESSOR. A moratorium or waiver of rental payment shall be granted to the LESSEE for the period of time the facility had been rendered unfit for full operation of LESSEE, before and during repair/restoration.

1. The LESSOR shall not be liable for the presence in the leased premises of bugs, vermin, rats, ants, termites, insects and other pests of any kind or nature, whatsoever. However, a regular pest control service once every six (6) months shall be undertaken at the LESSOR’s expense.
2. Reasonable hour of any working day shall be allowed entry to the leased premises to conduct inspection for repairs or improvements. Subsequent access to the leased premises shall be given to the authorized person/s who will undertake such repair or improvement/s on the date and time approved by the LESSEE to avoid disruption of office work or activities.
3. The LESSOR shall undertake necessary actions to ensure that the requirements/ specifications indicated under Deliverables of the Bid Documents of the Negotiated Procurement for Five (5) Years Lease Contract is satisfied at the start of implementation.
4. The LESSOR shall warrant that the LESSEE shall have peaceful possession of the leased premises for the duration of term agreed upon except when the disturbance is caused by natural calamities or acts outside LESSOR’s control.

**12.** **LAWS AND ORDINANCES**. The LESSEE shall comply and abide with the ordinances of the city regarding the use of the premises, comply with health regulations and secure permits or licenses for its business operations.

**13. REALTY TAX.** The realty tax and other payments imposed on the leased property shall be for the exclusive account of the LESSOR.

**14. SUBLEASE, TRANSFER OF RIGHTS**. The transfer of rights of the LESSEE under this contract and/or the sublease of any part or portion of the leased premises shall not made unless a written notice to the LESSOR is given and the approval of the letter is secured. Any violation of this condition will be a basis for the termination of the contract.

**15. MORTGAGE AND ENCUMBRANCE.** The LESSOR reserves his/its right to mortgage the property including the leased premises or to sell the property without need of a prior notice to or consent from the LESSEE, provided that the terms and conditions in this contract and the acquired there from by the LESSEE are protected in its entirety.

**16. VIOLATION**. A violation by one of the parties on any of the terms and conditions set forth herein can be a basis for the termination of this contract. In such event, the aggrieved party will make a formal notice to the guilty party of the term and condition violated. However, despite the right to terminate, the parties shall endeavor to amicably or extra-judicially settle the matter. Furthermore, if amicable or extra-judicial settlement cannot be arrived at and the termination of the contract is the only solution, then the conditions set forth under section 17 will be applied and the procedures expressed shall be followed.

**17. TERMINATION.**

A. This contract of lease shall end on the terminal date agreed upon there being no renewal or extension agreed upon by the parties.

B. It shall also be terminated due to the violation or breach by one of the parties of any of the agreed terms and conditions and amicable settlement cannot be reached by the parties.

C. The same shall also be terminated when as a result of the occurrence of natural calamities, the leased premises is rendered in the condition unfit for occupancy.

In case the termination occurs due to the expiration of the lease contract and no renewal or extension is agreed upon, then the LESSEE shall peacefully vacate the leased premises and return the same in the condition it was first entered into, except for the effects of ordinary wear and tear. Damage or injury to the leased premises caused by the removal of articles or improvements by the LESSEE shall be allowed by the LESSOR, without cost/expense to the former. A moving out period of thirty (30) calendar days without rental charges shall be allowed by the LESSOR. Within five (5) working days after the leased premises are vacated, the advance payment constituted shall be returned by the LESSOR to the LESSEE without need of demand.

In case the termination occurs as a result of the LESSEE’s breach or violation of any of the terms or conditions agreed upon, the LESSEE shall peacefully vacate the premises and return the same free of its effects and improvements. Except for ordinary wear and tear, any damage or injury to the leased premises shall be repaired and restored by the LESSEE. A moving out period of thirty (30) calendar days without rental charges shall be allowed by the LESSOR. Within five (5) working days after the premises are vacated, the LESSOR shall return the advance payment constituted.

In case the LESSOR is the guilty party, the latter shall also pay damages equivalent to one (1) month rental to the LESSEE before the actual vacation of the premises, without prejudice to other remedies as provided by the law. Damage or injury to the leased premises caused by the removal of articles or improvements by the LESSEE shall be allowed by the LESSOR, without cost/expense to the former.

If termination ensues due to the destruction of the leased premises, the LESSOR shall return the advance payment within ten (10) days after receipt of notice from the LESSEE. The LESSOR shall not be answerable for any damage or injury to the properties or personalities of the LESSEE caused by the destruction of the leased premises due to natural events or to any cause that is beyond the LESSOR’s control.

**18. DELAY IN VACATION OF THE PREMISES**. Except as provided for in the immediately preceding paragraph, if the premises is not vacated within the thirty (30) days grace period allowed by the LESSOR, then the LESSEE shall be charged with the corresponding daily rentals of the premises from the terminal date to the date when the premises is totally vacated.

**19. NON-WAIVER**. The failure of the LESSOR to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of such terms and conditions and covenants.

**20. LITIGATION AND VENUE.** In the event judicial relief against the guilty party is filed before the regular courts, for the enforcement of the terms and conditions in the contract, the guilty party, in addition to any other damages that may be awarded by the court, agrees to pay ten percent (10%) of the amount claimed but in no case less than ten thousand pesos (P10,000.00) as attorney’s fees, aside from the cost of litigation and other expenses which the law entitles the aggrieved party to recover. The parties agree that the venue of court action is in the proper court of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**21. SEPARABILITY CLAUSE**. If any paragraph, subparagraph or part of this contract is declared contrary to law, public policy or otherwise declared invalid, such shall not affect the other paragraphs, subparagraphs or other part of this contract.

**22. SUPERSEDING CLAUSE**. This contract of lease supersedes and renders void any and all agreements and undertakings, oral or written, which may have been entered into by and between the parties, the same being considered as having been merged herein. Any changes and alterations in this contract shall be valid if made in writing and duly signed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have signed this contract on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dayof \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **PHILIPPINE STATISTICS AUTHORITY**

(Lessor) (Lessee)

Represented by: Represented by:

\_(company authorized signatory\_\_ **ROSALINDA P. BAUTISTA**

(Designation) Regional Director, PSA RSSO - NCR

Signed in the presence of

\_\_(company witness)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_(PSA witness)\_\_\_\_\_\_\_\_\_

(Designation) (Designation)

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )

City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) S.S.

BEFORE ME, personally appeared:

NAME RES. CERT./ID NO. DATE/PLACE OF ISSUE

ROSALINDA P. BAUTISTA \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Known to me and to me known to be the same persons who executed the foregoing Contract of Lease and acknowledged that the same are their free act and deed.

**WITNESS MY HAND AND SEAL** on the date and place first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

Until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PTR NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Doc. No. \_\_\_\_\_\_\_\_\_\_\_\_\_ Issued on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page No. \_\_\_\_\_\_\_\_\_\_\_\_\_ Issued at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Book No. \_\_\_\_\_\_\_\_\_\_\_\_

Series of 2017.

#### Financial Bid Form

Name of Prospective Bidder:

| **Lot** | **Description** | **Quantity**  **(in sq.m.)** | **Unit price per sq.m.** | **Total Bid price** | **Escalation Rate** | **Amount after Escalation Rate per year** | **Remarks** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
|  |  |  |  |  |  | |  |  | | --- | --- | | **2nd year** | **Not Applicable** | | **3rd**  **year** |  | | **4th year** |  | | **5th**  **year** |  | |  |

#### 

#### List of all Ongoing Government and Private Contracts including contracts awarded but not yet started[[1]](#footnote-2)

List of all Ongoing Government and Private Contracts including contracts awarded but not yet started

Name of Prospective Bidder:

| Name of Contract/ Project Cost | 1. Owner’s Name 2. Address 3. Telephone Nos. | Nature of Work | Bidder’s Role | | 1. Date Awarded 2. Date Started 3. Date of Completion | % of Accomplishment | | Value of Outstanding Works/ Undelivered Portion |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Description | % | Planned | Actual |
| **Government** |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | Total Cost | |  |

*Note: This statement shall be supported with:*

1. *Notice of Award and/or Contract*
2. *Notice to Proceed issued by the owner*
3. *Certificate of Accomplishments signed by the owner or authorized representative*

Submitted by *[Printed name and Signature]*

Designation

Date

#### 

#### Statement of all Government and Private Contracts completed which are similar in nature[[2]](#footnote-3)

Statement of all Government and Private Contracts completed which are similar in nature

Name of Prospective Bidder:

| Name of Contract | 1. Owner’s Name 2. Address 3. Telephone Nos. | Nature of Work | Bidder’s Role | | 1. Amount at Award 2. Amount at Completion 3. Duration | 1. Date Awarded 2. Contract Effectivity 3. Date Completed |
| --- | --- | --- | --- | --- | --- | --- |
| Description | % |
| **Government** |  |  |  |  |  |  |
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| **Private** |  |  |  |  |  |  |
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*Note: This statement shall be supported with:*

1. *Contract*
2. *Certificate of Completion*
3. *Certificate of Acceptance*

Submitted by *[Printed name and Signature]*

Designation

Date

1. One of the eligibility documents required to be in the First Envelope of a prospective bidder is a list of all its on-going, completed, and awarded but not yet started contracts. [↑](#footnote-ref-2)
2. One of the eligibility documents required to be in the First Envelope of a prospective bidder is a list of all contracts which are similar in nature and complexity to the contract to be bid. This statement will show that the value of the prospective bidder’s largest single completed contract, and similar to the contract to be bid, must be at least twenty-five percent (25%) of the approved budget for the contract to be bid. [↑](#footnote-ref-3)