

## 18. Payment

- 18.1. In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant such payments and in such manner as is provided by **GCC** Clause 53 of this Contract. However, the Procuring Entity may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Consultant.
- 18.2. Subject to the ceilings specified in **GCC** Clause 52 hereof, the Procuring Entity shall pay to the Consultant: (i) remuneration as set forth in **GCC** Clause 53.2; and (ii) reimbursable expenditures as set forth in **GCC** Clause 53.4. Said remuneration shall not be subject to price adjustment.
- 18.3. All payments under this Contract shall be made to the account of the Consultant specified in the **SCC**.

## 19. Currency of Payment

All payments shall be made in Philippine Pesos.

## 20. Liability of the Consultant

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

## 21. Insurance to be Taken Out by the Consultant

- 21.1. The Consultant, at its own cost, shall be responsible for taking out or maintaining any insurance policy against any risk related to the project.
- 21.2. The Procuring Entity undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the Personnel or for the dependents of any such Personnel.

## 22. Effectivity of Contract

This Contract shall take effect on the date of the Consultant's receipt of the NTP, in accordance with **ITB** Clause 32, provided that the effectiveness of the conditions, if any, listed in the **SCC** have been met.

## 23. Commencement of Services

The Consultant shall begin carrying out the Services starting from the effectivity date of this Contract, as mentioned in **GCC** Clause 22.

## 24. Expiration of Contract

Unless sooner terminated pursuant to **GCC** Clauses 27 or 28 hereof, this Contract shall terminate at the end of such time period after the effectivity date as shall be specified in the **SCC**.

## 25. Force Majeure

- 25.1. 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 Consultant 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 Consultant.
- 25.2. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of force majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 25.3. Unless otherwise agreed herein, force majeure shall not include:
- (a) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees;
  - (b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;
  - (c) insufficiency of funds or failure to make any payment required hereunder; or
  - (d) the Procuring Entity’s failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.
- 25.4. A Party affected by an event of force majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder immediately or within a reasonable time.
- 25.5. A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 25.6. The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 25.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.
- 25.8. During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.

25.9. Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.

25.10. In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 34 hereof.

## 26. Suspension

26.1. The Procuring Entity shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (e.g. suspension of civil works being supervised by the consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:

- (a) shall specify the nature of the failure; and
- (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

26.2. The Consultant may, without prejudice to its right to terminate this Contract pursuant to **GCC** Clause 28, by written notice of suspension, suspend the Services if the Procuring Entity fails to perform any of its obligations which are critical to the delivery of the Consultant's services such as, non-payment of any money due the Consultant within forty-five (45) days after receiving notice from the Consultant that such payment is overdue.

## 27. Termination by the Procuring Entity

27.1. The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:

- (a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables 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 Consultant prior to the delay;
- (b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
- (c) In whole or in part, at any time for its convenience, the Head of the Procuring Entity may terminate the Contract for its convenience 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;

- (d) If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant, 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 Consultant;
- (e) In case it is determined prima facie that the Consultant has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive and coercive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, and coercive practices shall have the same meaning as that provided in **ITB** Clause 3.1 (a):
- (f) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
- (g) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 hereof; or
- (h) The Consultant fails to perform any other obligation under the Contract.

27.2. In case of termination, written notice shall be understood to mean fifteen (15) days for short term contracts, *i.e.*, four (4) months or less, and thirty (30) days for long term contracts.

## 28. Termination by the Consultant

The Consultant must serve a written notice to the Procuring Entity of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by the Procuring Entity with regard to such written notice within thirty (30) calendar days after the receipt thereof by the Procuring Entity. The Consultant may terminate this Contract through any of the following events:

- (a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;
- (b) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to **GCC** Clause 34 hereof
- (c) As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **GCC** Clause 32 hereof within eighty four (84) days after receiving written notice from the Consultant that such payment is overdue.

## 29. Procedures for Termination of Contracts

The following provisions shall govern the procedures for the 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 Procuring Entity 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 Procuring Entity, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:
  - (i) that the 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 Consultant to show cause as to why the contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.

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

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Consultant 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;
- (d) The Procuring Entity may, at anytime before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice;
- (e) 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 Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) 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.

## 30. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to **GCC** Clauses 27 or 28 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and

materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by **GCC** Clauses 35 or 36 hereof.

### 31. Payment Upon Termination

Upon termination of this Contract pursuant to **GCC** Clauses 27 or 28 hereof, the Procuring Entity shall make the following payments to the Consultant:

- (a) remuneration pursuant to **GCC** Clause 53 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to **GCC** Clause 53 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) in the case of termination pursuant to **GCC** Clause 27.1 (b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

### 32. Disputes about Events of Termination

If either Party disputes whether an event specified in **GCC** Clause 27.1 or in **GCC** Clause 27.1 hereof has occurred, such Party may refer the matter to arbitration pursuant to **GCC** Clause 34 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 33. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to **GCC** Clauses 27 or 28 hereof, or upon expiration of this Contract pursuant to **GCC** Clause 24, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in **GCC** Clause 17 hereof; and
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in **GCC** Clauses 51.1 (b) and 51.1. (c) hereof, any right which a Party may have under the Applicable Law.

### 34. Dispute Settlement

34.1. If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

34.2. Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in accordance with the rules of procedure specified in the **SCC**.

### 35. Documents Prepared by the Consultant and Software Developed to be the Property of the Procuring Entity

35.1. All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and the Consultant shall,

prior to termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, other documents and software, including restrictions on future use of such documents and software, if any, shall be specified in the **SCC**.

- 35.2. All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the Procuring Entity; provided, however, that the Consultant may use such programs for its own use with prior written approval of the Procuring Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements. In such cases, the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

### **36. Equipment and Materials Furnished by the Procuring Entity**

Equipment and materials made available to the Consultant by the Procuring Entity, or purchased by the Consultant with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure it at the expense of the Procuring Entity in an amount equal to their full replacement value.

### **37. Services, Facilities and Property of the Procuring Entity**

The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property (if any) at the terms and in the manner specified in said appendix, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on:

- (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services;
- (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and
- (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereinafter which should be within the agreed contract ceiling.

### **38. Consultant's Actions Requiring Procuring Entity's Prior Approval**

The Consultant shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as submitted merely by title but not by name;

- (b) entering into a subcontract for the performance of any part of the Services, it being understood that:
  - (i) the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and
  - (ii) the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Contract;
- (c) replacement, during the performance of the contract for any reason, of any Personnel as listed in the Contract requiring the Procuring Entity's prior approval; and
- (d) any other action that may be specified in the **SCC**.

### 39. Personnel

- 39.1. The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.
- 39.2. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel.
- 39.3. The Key Personnel and Sub-Consultants listed by title as well as by name are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GOP, a copy of a satisfactory medical certificate. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.
- 39.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to **GCC** Clause 55.6.
- 39.5. No changes shall be made in the Key Personnel, except for justifiable reasons beyond the control of the Consultant, as indicated in the **SCC**, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the **SCC**, the Consultant shall be liable for the imposition of damages as described in the **SCC**.
- 39.6. Any of the Personnel provided as a replacement under **GCC** Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall



not exceed the remuneration which would have been payable to the Personnel replaced.

- 39.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

#### 40. Working Hours, Overtime, Leave, etc.

- 40.1. Working hours and holidays for Key Personnel are set forth in the Contract. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.
- 40.2. The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Contract. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.
- 40.3. If required to comply with the provisions of **GCC** Clause 43.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Contract may be made by the Consultant by prior written notice to the Procuring Entity, provided that:
- (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
  - (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

#### 41. Counterpart Personnel

- 41.1. The Procuring Entity shall make available to the Consultant, as and when provided in Terms of Reference/ Contract, and free of charge, such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, as shall be specified in Terms of Reference/Contract. Counterpart Personnel shall work with the Consultant. If any member of the Counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.
- 41.2. The responsibilities of the Counterpart Personnel shall be specified in Terms of Reference, and the Counterpart Personnel shall not perform any work beyond the said responsibilities.
- 41.3. If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in Terms of Reference, and or if the Counterpart Personnel lack

the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Consultant shall agree on how the affected part of the 3Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereof.

## 42. Performance Security

- 42.1. Unless otherwise specified in the **SCC**, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Consultant shall furnish the performance security in any of the forms prescribed in the **ITB** Clause 31.2.
- 42.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.
- 42.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 42.4. The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Consultant or the surety company filed by the **PROCURING ENTITY**;
  - (b) The Consultant has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the **SCC**.
- 42.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

## 43. Standard of Performance

- 43.1 The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.
- 43.2. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Sub-Consultants or third parties.
- 43.3 The Consultant shall furnish to the Procuring Entity such information related to the Services as the Procuring Entity may from time to time reasonably request.

43.4. The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.

#### **44. Consultant Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultant pursuant to **GCC** Clause 53 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to **GCC** Clause 45 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

#### **45. Procurement by the Consultant**

If the Consultant, as part of the Services, has the responsibility of advising or procuring goods, works or services, for the Procuring Entity, the Consultant shall comply with any applicable procurement guidelines of the Funding Source, and shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or advantages obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit of the Procuring Entity.

#### **46. Specifications and Designs**

46.1 The Consultant shall prepare all specifications and designs using the metric system and shall embody the best design criteria applicable to Philippine conditions. The Consultant shall specify standards which are accepted and well-known among industrial nations.

46.2. The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for this Contract are prepared on an impartial basis so as to promote national and international competitive bidding.

#### **47. Reports**

The Consultant shall submit to the Procuring Entity the reports, deliverables and documents in English, in the form, in the numbers, and within the time periods set forth in Terms of Reference.

#### **48. Assistance by the Procuring Entity on Government Requirements**

48.1. The Procuring Entity may assist the Consultant, Sub-Consultants, and Personnel in the payment of such taxes, duties, fees and other impositions as may be levied under the Applicable Law by providing information on the preparation of necessary documents for payment thereof.

48.2. The Procuring Entity shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultant, Sub-Consultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants, or Personnel to perform the Services;

- (b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;
- (c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and
- (e) grant to foreign Consultant, any foreign Sub-Consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

#### **49. Access to Land**

The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to all lands in the Philippines in respect of which access is required for the performance of the Services. The Procuring Entity shall be responsible for any damage to such land or any property thereon resulting from such access and shall indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultant or the Personnel of either of them.

#### **50. Subcontract**

- 50.1. Subcontracting of any portion of the Consulting Services, if allowed in the **BDS**, does not relieve the Consultant of any liability or obligation under this Contract. The Consultant will be responsible for the acts, defaults, and negligence of any sub-consultant, its agents, servants or workmen as fully as if these were the Consultant's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 50.2. Sub-consultants disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

#### **51. Accounting, Inspection and Auditing**

51.1. The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify all relevant time changes and costs, and the bases thereof;
- (b) permit the Procuring Entity or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies

thereof as well as to have them audited by auditors appointed by the Procuring Entity; and

(c) permit the Funding Source to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Funding Source, if so required.

51.2. The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to this Contract. The Consultant shall cooperate with and assist the Procuring Entity and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the Procuring Entity, the Consultant shall immediately reimburse the Procuring Entity an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Procuring Entity (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in **GCC** Clause (e) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

51.3. The determination that the Consultant has engaged in corrupt, fraudulent, coercive practices shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.

## 52. Contract Cost

52.1. Except as may be otherwise agreed under **GCC** Clause 10, payments under this Contract shall not exceed the ceiling specified in the **SCC**. The Consultant shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached eighty percent (80%) of this ceiling.

52.2. The cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Contract.

## 53. Remuneration and Reimbursable Expenditures

53.1. Payments of Services do not relieve the Consultant of any obligation hereunder.

53.2. Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the **SCC** after the date determined in accordance with **GCC** Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the **SCC**.

53.3. Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).

53.4. Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the **SCC**.

53.5. Billings and payments in respect of the Services shall be made as follows:

- (a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the **SCC**, and as otherwise set forth below. The advance payment shall be due after the Consultant provides a bank guarantee in favor of the Procuring Entity issued by a bank acceptable to the Procuring Entity in accordance with the requirements provided in the **SCC**.
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to **GCC** Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the **SCC**.

#### 54. Final Payment

- 54.1. The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.
- 54.2. Any amount which the Procuring Entity has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

#### 55. Lump Sum Contracts

- 55.1. For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5 and 54.1, the provisions contained hereunder shall apply.

- 55.2. Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** Clause 26.3 shall be provided by the Consultant at no additional cost.
- 55.3. Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.
- 55.4. Final payment pursuant to the Payment Schedule shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.
- 55.5. Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 29 and if the Consultant is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.
- 55.6. Unless otherwise provided in the **SCC**, no additional payment for variation order, if any, shall be allowed for this Contract.

## 56. Liquidated Damages for Delay

If the Consultant fails to deliver any or all of 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 one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract. Once the amount of liquidated damages reaches ten percent (10%) of the total amount of contract, the Procuring Entity may consider termination of this Contract pursuant to **GCC** Clause 27.

# PART II

## SECTION V.

### Special Conditions of Contract (SCC)

#### Notes on the Special Conditions of Contract

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

The provisions of Section V complement the GCC included in Section IV, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Services purchased. In preparing Section V, the following aspects should be checked:

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

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





# Special Conditions of Contract

SCC Clause	
1.1 (b)	The Funding Source is from the <b>University of the Philippines Mindanao</b> per PITC Acknowledgement Ref No.: TL-2018-102 dated April 24, 2018
6.2 (b)	For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel as well as their Subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.
7.0	No further instructions.
8.0	No further instructions.
10	No further instructions.
12	For the implementation of the Project, winning bidder shall coordinate with the following PITC Officers:  <b>MS. CHRISTABELLE P. EBRIEGA</b> Vice President, Government Procurement Group 5 <sup>th</sup> Flr. PHILIPPINE INTERNATIONAL TRADING CORPORATION, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City  <b>Contact Person: JINKY C. APOLINAR</b> <b>Account Head</b> Tel No. 818-9801 loc. 356
15.1	The address is as follows:  Attention: <b>MS. CHRISTABELLE P. EBRIEGA</b> Vice President, Government Procurement Group Address: Philippine International Trading Corporation 5/F NDC Building, 116 Tordesillas St. Salcedo Village, 1227 Makati City
15.2	Notice shall be deemed to be effective as follows:  (a) in the case of personal delivery or registered mail, on delivery;  (b) in the case of facsimiles, within eight (8) hours following confirmed transmission; or  (c) in the case of telegrams, within eight (8) hours following confirmed transmission.

18.3

Payment shall be processed by the Philippine International Trading Corporation (PITC). Payment is made through corporate check within fifteen (15) calendar days **after completion and acceptance of each milestone per Terms of Reference** as indicated in the contract delivery and acceptance of all items indicated in the Contract and submission of all required documents for each completed Task. All payments are subject to applicable withholding taxes.

**Milestone and Payment Schedule**

Stage	Submission Schedule	Review and Approval Schedule	Outputs	Format	Payment
Project Inception with Conceptual Design Stage	Due 15 CD after NTP	Max 6 CD after receipt of inception report with conceptual design	Project Inception and Site Analysis Report: <ul style="list-style-type: none"> <li>• Project Methodology &amp; Schedule (GANNT Chart)</li> <li>• <b>Consultant Man-Hours Schedule</b></li> <li>• Review of Project Data</li> <li>• Initial Site Analysis</li> <li>• Soil Analysis</li> <li>• Photo Survey of the Site</li> <li>• Initial Recommendations</li> </ul>	3 Copies of A3 size report, CD containing an electronic file in PDF	5%
			Presentation of Findings		
Schematic Design Stage <ul style="list-style-type: none"> <li>• Review No. 1</li> </ul>	Due 15 CD after receipt of the approved inception report with conceptual design	Max 7 CD after receipt of schematic design Review 1	<ul style="list-style-type: none"> <li>• Schematic Design Stage Report 1</li> <li>• Bill of Quantities Level 1</li> <li>• General Technical Specifications</li> </ul>	<ul style="list-style-type: none"> <li>• 3 copies of bound A3 Size Report, CD containing electronic file in PDF</li> <li>• Visual Presentation in PowerPoint</li> </ul>	10%



				in outline format (Level 1)		
• Review No. 2	Due 15 Days after Receipt of Schematic Design Review 1	Max 6 CD after receipt of schematic design Review 2	• Schematic Design Stage Report 2 • Bill of Quantities Level 2 & 3 • Technical Specifications in outline format (Level 2) with Proposed Materials Sample Submission	• 3 copies of bound A3 Size Report, CD containing electronic file in PDF • Visual Presentation in PowerPoint	15%	
Design Development Stage	Due 30 CD after receipt of approved Schematic plans and designs	Max 7 CD after receipt of design development report	• Design Development Report and detailed drawings for Architectural, Civil & Structural, Electrical, Plumbing & Sanitary, Auxiliary • BOQ Level 3&4 • Tech Specs Level 3 • Presentation of the Design Development Plans • Minimum 5 to 8-minutes Walkthrough	• 3 Copies of bound A3 Size Report, CD Containing an Electronic File in PDF • Visual Presentation in PowerPoint	25%	
Final Report and Final Contract Documents Submission			• Presentation of Final Report and Final Contract Documents	• Visual Presentation in PowerPoint and Poster Boards		



	<ul style="list-style-type: none"> <li>• Pre-final Review</li> </ul>	<p>Max 30 CD after Receipt of the approved design development report</p>	<p>Max 7 days after receipt of contract documents</p>	<ul style="list-style-type: none"> <li>• Architectural Programming, Plans &amp; Detailed Drawings</li> <li>• Structural Engineering Plans, Specs, BOQ and Detailed Drawings with Structural &amp; Seismic Analysis</li> <li>• Electrical Plans, Specs, BOQ &amp; Detailed Drawings &amp; Load Schedules and Computations</li> <li>• Plumbing &amp; Sanitary Plans, Specs, BOQ &amp; Detailed Drawings</li> <li>• Mechanical Plans, Specs, BOQ &amp; Detailed Drawings</li> <li>• Bill of Materials &amp; Cost Estimates</li> </ul>	<ul style="list-style-type: none"> <li>• 2 copies of bound A3 size report</li> <li>• CD containing electronic file in PDF</li> </ul>	<p>15%</p>
	<ul style="list-style-type: none"> <li>• Final Review</li> </ul>	<p>Max 15 CD after Receipt of the approved design development report Review No. 1</p>	<p>Max 7 days after receipt of contract documents for Final Review</p>	<ul style="list-style-type: none"> <li>• Final Architectural &amp; Engineering Plans and Detailed Drawings</li> </ul>	<ul style="list-style-type: none"> <li>• 7 set copies of signed &amp; sealed detailed drawings in A1 size blueprints</li> <li>• One (1) set of A1 Size 90/95 Tracing Paper Print of Plans &amp; Detailed</li> </ul>	<p>15%</p>



				<ul style="list-style-type: none"> <li>• Technical Specifications</li> <li>• Final Bill of Quantities &amp; Cost Estimates</li> <li>• Blank Forms for Proposal of Bidders &amp; Contractors</li> </ul>	<p>Drawings and electronic files of CAD drawings and in PDF in CD</p> <ul style="list-style-type: none"> <li>• 5 copies bound A4 size, electronic file in MSWord file format and PDF</li> <li>• 5 copies bound A4 size, electronic file in MSEcel file format and PDF</li> <li>• 1 copy bound A4 size, electronic file in MSWord/Excel file format and PDF</li> </ul>	
	TOTAL Number of Calendar Days	120 CD	40 CD	160 CD	Total=85% (15% upon completion of the periodic visits scheduled within the construction phase period)	
19	No further instructions.					
20	If the Consultant is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.					
22	The effectiveness of the conditions are the following a) Approval of the Contract by PITC/UP Mindanao; and b) Consultant's receipt of NTP					
24	The time period shall be as specified in the Terms of Reference.					



34.2	Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.
35.1	The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the PIA.
38.1(d)	As specified in the Terms of Reference.
39.5	<p>The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served.</p> <p>Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.</p>
42.1	No further instructions.
42.4(c)	No further instructions.
52.1	The total ceiling amount in Philippine Pesos Two Million Eight Hundred Sixteen Thousand Four Hundred Fifty Eight & 32/100 (₱2,816,458.32).
52.2	No further instructions.
53.2	No further instructions.
53.4	None
53.5(a)	Payment shall be processed for each completed task/deliverable (per Terms of Reference/Contract) as accepted by UP Mindanao.
53.5(c)	The interest rate is zero.
55.6	No further instructions.



# **PART II**

  

## **SECTION VI.**

### **Bidding Forms**

# Bidding Forms

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# ELIGIBILITY DOCUMENTS FORMS



# (Bidder's Company Letterhead)

## Eligibility Documents Submission Form

[Date]

**CHRISTABELLE P. EBRIEGA  
CHAIR**

**Bids and Awards Committee I**

**Philippine International Trading Corporation (PITC)**

**5<sup>th</sup> Floor, NDC Building, 116 Tordesillas St., Salcedo Village, 1227 Makati City**

**Subject: CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING PER BID REF. NO. GPG-B1-2020-309 REBID**

Madame:

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

In line with this submission, we certify that:

- a) *[Name of Bidder]* 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 Government Procurement Policy Board, and that each of the documents submit;
- b) Each of the documents submitted herewith is an authentic copy of the original, complete, and all statements and information provided therein are true and correct; and

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

Yours sincerely,

Signature  
Name and Title of Authorized Signatory  
Name of Bidder  
Address



**(BIDDER’S COMPANY LETTERHEAD)**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid**  
(Previous Bid Ref. No. GPG-B1-2020-068)

**Approved Budget for the Contract – ₱2,816,458.32**

**Statement of All Contracts**

**1.All On-going Contracts (including Contracts awarded but not yet started, if any)**

**A. (of “similar nature”)**

Name of Contract/ Project Cost	a. Owner’s Name b. Address c. Telephone Nos.	Nature of Work	Bidder/Consultant’s Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Values of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
<b>Government</b>								
<b>Private</b>								
<b>SUB-TOTAL</b>								

**B. (NOT “similar nature”)**

Name of Contract/ Project Cost	a. Owner’s Name b. Address c. Telephone Nos.	Nature of Work	Bidder/Consultant’s Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Values of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
<b>Government</b>								
<b>Private</b>								
<b>SUB-TOTAL</b>								
<b>TOTAL</b>								



**2. Completed Contracts (of “similar nature”)**

Name of Client	Title of Contract	Date of Award	Type and Brief Description of the Project	Bidder/Consultant’s Role	Amount of Contract	Duration of Contact	Proof/Certification of Satisfactory Completion or Equivalent Document
<b>TOTAL</b>							

**CERTIFIED CORRECT:**

\_\_\_\_\_  
**Name & Signature of Authorized Representative**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Date**

**Notes:**

1. ALL ON-GOING CONTRACTS including contracts awarded but not yet started, if any, with the following attachments:
  - Copies of contracts (or equivalent documents containing scope of work and Contract value) signed by the contracting parties ; OR
  - End-User / Client Certification on the Detailed Scope of Work to be undertaken AND the Contract Value
2. ALL COMPLETED CONTRACTS of “similar nature” as defined in the bidding documents with the following attachments:
  - Copies of the contracts (or equivalent document containing scope of works signed by the contracting parties) or End-user/Client’s Certification on the Detailed Scope of Work Completed; AND
  - Copy of End User’s/Client Acceptance of the completed project or Copy of Official Receipt/s for the Completed Contracts.



**(Bidder's Company Letterhead)**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid**  
(Previous Bid Ref. No. GPG-B1-2020-068)

**Approved Budget for the Contract – ₱2,816,458.32**

**Statement of Single Largest Completed Contract of Similar Nature**

“Similar nature” shall mean Detailed Architectural and Engineering Design.

<i>(Please fill up required information below)</i>	
1) Name of Client	
2) Title of Contract	
3) Date of Award	
4) Type and Brief Description of the Project	
5) Consultant's Role	
6) Amount of Contract	
7) Completion Date (Date of Official Receipt or Date of the Certificate of Acceptance issued by bidder's client)	

**CERTIFIED CORRECT:**

\_\_\_\_\_  
**Name & Signature of Authorized Representative**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Date**

*Notes:*

*For above cited contract, the following must be attached:*

- 2) Certificate of Performance Evaluation showing a rating of at least Very Satisfactory issued by bidder's client for above contracts (Annex I-D)*
- 3) Contract showing the terms and condition, areas of survey, number/size of sample, and/or other documents showing above required details*
- 4) Any of the following Copy of End User's Acceptance; or Copy of Official Receipt/s*



**(Bidder’s Client’s Company Letterhead)**

**CERTIFICATE OF PERFORMANCE EVALUATION**

*[To be issued separately by the Bidder’s client for the Single Largest Contract of Similar Nature]*

This is to certify that  (Name of Company/Bidder)  has performed Consulting services for our company/agency on  ( specify CONSULTING project) , with the following details:

Title of Contract	:	
Type and Brief Description of the Project	:	
Consultant’s Role	:	
Value of Contract	:	

Based on our evaluation of their performance in completing the project, we give  (Name of Company/Bidder)  the following rating:

Dimensions	RATING			
	EXCELLENT	VERY SATISFACTORY	SATISFACTORY	POOR
1) Competence				
2) Quality of Work				
3) Timeliness of Completion				
<b>OVERALL RATING</b>				

This Certification shall form part of the Eligibility Requirements in line with  (Name of Company/Bidder)  participation in the bidding for CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING.

Issued this \_\_\_\_\_ day of \_\_\_\_\_ 2020 in \_\_\_\_\_, Philippines

\_\_\_\_\_  
Name of Company (Bidder’s Client)

\_\_\_\_\_  
Full Name of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Tel. No./Fax

\_\_\_\_\_  
E-mail Address

Note: Certificate must be signed not less than the current Project Manager or supervising official of the project.



**(BIDDER’S COMPANY LETTERHEAD)**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid**  
(Previous Bid Ref. No. GPG-B1-2020-068)

**Approved Budget for the Contract – ₱2,816,458.32**

**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY**

(Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** \_\_\_\_\_ (₱ \_\_\_\_\_) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

<b>CA</b>	=	Current Assets	₱
<b>Less:</b>			-
<b>CL</b>	=	Current Liabilities	
		<b>Sub-Total 1</b>	₱
			X 15
		<b>Sub-Total 2</b>	₱
<b>Less:</b>			-
<b>C</b>	=	value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	₱
		<b>NFCC</b>	₱

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**Note:**

1. *For Local Bidders: The values of the bidder’s Current Assets and Current Liabilities refers to the values of the current assets and liabilities reflected in the submitted Annual Income Tax Return and Audited Financial Statements filed through the BIR’s Electronic Filing and Payment System (eFPS).  
For Foreign Bidders: The value of the bidder’s Current Assets and Current Liabilities must be based on the Corporate Financial Statements or Annual Report for 2018 and 2017.*
2. *Value of all outstanding or uncompleted contracts refers to those listed in Annex I-B no.1.*
3. *Detailed computation must at least be shown using the required formula provided above.*
4. *The NFCC computation must at least be equal to the total ABC.*



[Date]

**Bids and Awards Committee I**  
**Philippine International Trading Corporation (PITC)**  
5th Floor, NDC Building, 116 Tordesillas St.,  
Salcedo Village, 1227 Makati City

**Madame/ Sir:**

In compliance with the requirements of the Philippine International Trading Corporation for the **Consulting Services for the Detailed Architectural and Engineering Design for the University of the Philippines Mindanao CSM Research Development and Extension Building** with a **Bid Reference No. GPG-B1-2020-309 Rebid**, we certify that all of the owner/principals/partners and key personnel of <company name> possesses the required licenses, perform the service which are authorized by the Professional Regulation Commission (PRC) or any appropriate regulatory body.

Name of Professional Staff	Proposed Position	Educational Background	Nationality	Age	Years of Experience

And hereby confirm that:

- We are Filipino citizens wishing to participate in the bidding.
- We have the financial capability to satisfactorily render the required services.
- We possess the required professional license by the authorized regulatory body.

Very truly yours,

\_\_\_\_\_  
**Name & Signature of Authorized Representative**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Company/ Address**





**(Bidder's Company Letterhead)**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid**  
(Previous Bid Ref. No. GPG-B1-2020-068)

**Approved Budget for the Contract – ₱2,816,458.32**

**CURRICULUM VITAE FOR PROPOSED PROFESSIONAL STAFF**

Print legibly. Tick appropriate boxes (  ) and use separate sheet if necessary. Indicate N/A if not applicable.

I. PERSONAL INFORMATION							
1. PROPOSED POSITION		2. NAME OF FIRM					
3. NAME OF STAFF			4. PROFESSION				
SURNAME							
FIRST NAME						NAME EXTENSION (JR., SR)	
MIDDLE NAME							
5. DATE OF BIRTH (mm/dd/yyyy)			6. CITIZENSHIP  <input type="checkbox"/> Filipino <input type="checkbox"/> Dual Citizenship  Pls. indicate country: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>				
7. PLACE OF BIRTH							
8. SEX	<input type="checkbox"/> Male	<input type="checkbox"/> Female					
9. CIVIL STATUS	<input type="checkbox"/> Single	<input type="checkbox"/> Married	10. RESIDENTIAL ADDRESS  ZIP CODE				
	<input type="checkbox"/> Widowed	<input type="checkbox"/> Separated					
	<input type="checkbox"/> Other/s:						
11. COMPANY EMPLOYEE NO.							
12. TELEPHONE NO.							
13. MOBILE NO.			14. PERMANENT ADDRESS  ZIP CODE				
15. E-MAIL ADDRESS (if any)							
II. EDUCATIONAL BACKGROUND							
16. LEVEL	NAME OF SCHOOL (Write in full)	BASIC EDUCATION/DEGREE/COURSE (Write in full)	PERIOD OF ATTENDANCE		HIGHEST LEVEL/ UNITS EARNED (if not graduated)	YEAR GRADUATE D	SCHOLARSHIP/ ACADEMIC HONORS RECEIVED
			From	To			
COLLEGE							
GRADUATE STUDIES (Masteral)							
GRADUATE STUDIES (PhD)							



**Annex I-F1**  
(Page 2 of 4)

III. PROFESSIONAL LICENSE						
17.	PROFESSIONAL LICENSE	DATE OF EXAMINATION / CONFERMENT	PLACE OF EXAMINATION / CONFERMENT	LICENSE NUMBER	Date of Validity	
<i>(Continue on separate sheet if necessary)</i>						
IV. WORK EXPERIENCE						
18.	INCLUSIVE DATES (mm/dd/yyyy)		NAME OF PROJECT (Write in full/Do not abbreviate)	OFFICE / COMPANY (Write in full/Do not abbreviate)	POSITION DESCRIPTION	
	From	To				
<i>(Continue on separate sheet if necessary)</i>						
VI. ADDITIONAL WORK EXPERIENCE INFORMATION						
		Yes	No	Role and responsibilities	Project Duration (Inclusive Dates)	Name of Project/s
19.	Have you designed or participated in a project which is Biosafety Level 2 compliant? <b>(For Principal Architect and Mechanical Engineer Only)</b>		<input type="checkbox"/>	<input type="checkbox"/>		
20.	Have you designed or participated in a project which has an ISO 17025 level accreditation? <b>(For Principal Architect Only)</b>		<input type="checkbox"/>	<input type="checkbox"/>		
21.	Have you designed or participated in a project which has poor soil conditions? <b>(For Structural Engineer Only)</b>		<input type="checkbox"/>	<input type="checkbox"/>		
22.	Have you designed cabling for "big data" management? <b>(For Communications Engineer Only)</b>		<input type="checkbox"/>	<input type="checkbox"/>		
23.	Have you designed acoustic controlled environments? <b>(For Communications Engineer Only)</b>		<input type="checkbox"/>	<input type="checkbox"/>		
24.	Have you designed temperature controlled environments? <b>(For Principal Architect and Mechanical Engineer only)</b>		<input type="checkbox"/>	<input type="checkbox"/>		
25.	Have you designed a scientific research laboratory? <b>(For all personnel)</b>		<input type="checkbox"/>	<input type="checkbox"/>		



**Annex I-F1**  
(Page 3 of 4)

<b>VII. LEARNING AND DEVELOPMENT (L&amp;D) INTERVENTIONS/TRAINING PROGRAMS ATTENDED</b>					
<i>Start from the most recent L&amp;D/training program and include only the relevant L&amp;D/training taken for the last ten (10) years</i>					
26 TITLE OF LEARNING AND DEVELOPMENT INTERVENTIONS/TRAINING PROGRAMS (Write in full)	INCLUSIVE DATES OF ATTENDANCE (mm/dd/yyyy)		NUMBER OF HOURS	Type of LD (Managerial/ Supervisory/ Technical/etc)	CONDUCTED/ SPONSORED BY (Write in full)
	From	To			
<i>(Continue on separate sheet if necessary)</i>					
<b>VIII. CERTIFICATION</b>					
<i>I, THE UNDERSIGNED, CERTIFY THAT TO BEST OF MY KNOWLEDGE AND BELIEF, THESE DATA CORRECTLY DESCRIBED ME, MY QUALIFICATIONS, AND MY EXPERIENCE.</i>					
<b>SIGNATURE OF STAFF</b>		<b>DATE</b>			
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE FIRM</b>		<b>DATE</b>			
<b>NAME OF AUTHORIZED REPRESENTATIVE OF THE FIRM</b>					

**Languages:**

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

**Certification:**

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

**Commitment:**

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



\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of the staff member and authorized representative of the firm]* *[Day/Month/Year]*

Full name of the staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

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

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

**NAME OF NOTARY PUBLIC**

**Serial No. of Commission** \_\_\_\_\_

**Notary Public for** \_\_\_\_\_ **until** \_\_\_\_\_

**Roll of Attorneys No.** \_\_\_\_\_

**PTR No.** \_\_\_\_\_, *[date issued]*, *[place issued]*

**IBP No.** \_\_\_\_\_, *[date issued]*, *[place issued]*

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

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

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

**Series of** \_\_\_\_\_.





**Annex I-G**  
(Page 2 of 2)

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

Witness my hand and seal this \_\_\_\_\_ day of [*month*] [*year*].

**NAME OF NOTARY PUBLIC**

**Serial No. of Commission** \_\_\_\_\_  
**Notary Public for** \_\_\_\_\_ **until** \_\_\_\_\_  
**Roll of Attorneys No.** \_\_\_\_\_  
**PTR No.** \_\_\_\_\_, [*date issued*], [*place issued*]  
**IBP No.** \_\_\_\_\_, [*date issued*], [*place issued*]  
**Doc. No.** \_\_\_\_\_  
**Page No.** \_\_\_\_\_  
**Book No.** \_\_\_\_\_  
**Series of** \_\_\_\_\_.



**(Bidder's Company Letterhead)**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid**  
(Previous Bid Ref. No. GPG-B1-2020-068)

**Approved Budget for the Contract – ₱2,816,458.32**

**PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ....., represented herein by its ....., hereinafter referred to as “.....”;

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ....., represented herein by its ....., hereinafter referred to as “.....”;

For submission to the **Bids and Awards Committee** of the **Philippine International Trading Corporation**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **Philippine International Trading Corporation** pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	



**Annex I-H**  
(Page 2 of 2)

NOW THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the **PITC BAC** a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

JV Partner (Name of Company):

\_\_\_\_\_  
Authorized Representative of the JV Partner: (Per attached Secretary's Certificate)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Designation

That furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by PITC of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by PITC under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of PITC.

This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

\_\_\_\_\_  
JV Partner 1's Representative/Authorized Signatory

\_\_\_\_\_  
JV Partner 2's Representative/Authorized Signatory

*[JURAT]*

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by 2004 Rules on Notarial Practice issued \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_





# TECHNICAL PROPOSAL FORMS

**(Bidder's Company Letterhead)****Technical Proposal Submission Form**

[Date]

**CHRISTABELLE P. EBRIEGA****CHAIR****Bids and Awards Committee I****Philippine International Trading Corporation (PITC)****5<sup>th</sup> Floor, NDC Building, 116 Tordesillas St., Salcedo Village, 1227 Makati City**

**Subject: CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING PER BID REFERENCE NO. GPG-B1-2020-309 Rebid**

**Ladies/Gentlemen:**

We, the undersigned, offer to provide the consulting services for *CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING per Bid Reference No. GPG-B1-2020-309 Rebid*. Approved Budget for the Contract – ₱2,816,458.32 in accordance with your Bidding Documents dated *[insert date]* and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

At the option of the Procuring Entity, we undertake to enter into negotiations on any of the areas cited in Clause 26.2 of the Instructions to Bidders.

Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

In accordance with **GCC** Clause 18 we acknowledge and accept the **PROCURING ENTITY's** right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:



**(BIDDER'S COMPANY LETTERHEAD)**

**Affidavit of Undertaking for the Project's Terms of Reference & its Drawings/Plans**

I/We, \_\_\_\_\_, of legal age, after having been duly sworn in accordance with law, hereby depose and state that:

1. I/We am/are the bidder/s in the Project: **Consulting Services for the Detailed Architectural and Engineering Design for the University of the Philippines Mindanao CSM Research Development and Extension Building**
2. I/We declare that I have read each and every page of the above-stated Project's Terms of Reference of **Consulting Services for the Detailed Architectural and Engineering Design for the University of the Philippines Mindanao CSM Research Development and Extension Building** including its Drawings/Plans, which we acknowledge to have received in PDF file, in a formatted CD on \_\_\_\_\_ (Date) \_\_\_\_\_.
3. I/We understand that having issued this Affidavit of Undertaking, we conform to the requirements of the above-stated Project as detailed in the Terms of Reference and its Drawings/Plans for the **Consulting Services for the Detailed Architectural and Engineering Design for the University of the Philippines Mindanao CSM Research Development and Extension Building**; and that, in the event that the contract for the Project is awarded to us, we undertake to complete and accomplish our obligations in accordance with, among other terms and conditions, the said Technical Specifications.
4. This Affidavit forms part of our Technical Bid for the above-mentioned Project.
5. I/We are executing this Affidavit to attest to the truth of the foregoing facts.

**IN WITNESS WHEREOF**, we have hereunto set our hands and affix my/our signature/s on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, in \_\_\_\_\_ City.

**(Name of Affiant/Bidder's Authorized Representative)**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Position in the Company

\_\_\_\_\_  
 Date

**BEFORE ME**, appear the person/s of \_\_\_\_\_ presenting the above **Affidavit of Undertaking**, who is/are personally known to me or identified by me through competent evidence of identity as defined by the Notarial Rules as the person/s who signed the document and in my presence taken an oath or affirmation before me as to such document.

**WITNESS MY HAND AND SEAL**, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, in \_\_\_\_\_.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_  
 Page No. \_\_\_\_\_  
 Book No. \_\_\_\_\_  
 Series of 20\_\_.



**(Bidder's Company Letterhead)**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid**  
(Previous Bid Ref. No. GPG-B1-2020-068)

**Approved Budget for the Contract – ₱ 2,816,458.32**

**CONSULTANT'S REFERENCES**

**Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications**

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

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

Consultant's Name: \_\_\_\_\_



**(Bidder's Company Letterhead)**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid  
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**Approved Budget for the Contract – ₱ 2,816,458.32**

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**RECOMMENDATIONS OF THE CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE PROCURING ENTITY**

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On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

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

- 1.
- 2.
- 3.
- 4.
- 5.



**(Bidder's Company Letterhead)**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING  
DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH  
DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid  
(Previous Bid Ref. No. GPG-B1-2020-068)**

**Approved Budget for the Contract – ₱ 2,816,458.32**

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**DESCRIPTION OF THE METHODOLOGY AND WORK PLAN  
FOR PERFORMING THE PROJECT**

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**(Bidder's Company Letterhead)**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

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**TEAM COMPOSITION AND TASK**

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

<b>2. Support Staff</b>		
Name	Position	Task

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



**(Bidder's Company Letterhead)**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid**  
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**Approved Budget for the Contract – ₱ 2,816,458.32**

**TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months
			1	2	3	4	5	6	7	8	9	10	11	12	
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: \_\_\_\_\_  
Reports Due: \_\_\_\_\_  
Activities Duration: \_\_\_\_\_  
Location \_\_\_\_\_

Part-time: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_





**(Bidder’s Company Letterhead)**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid**  
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**Approved Budget for the Contract – ₱ 2,816,458.32**

**ACTIVITY (WORK) SCHEDULE**

**A. Field Investigation and Study Items**

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

**B. Completion and Submission of Reports**

Reports	Date
1. Inception Report (IR)	
2. Preliminary Report (PR)	
3. Draft Final Report (DFR) with separate Executive Summary	
4. Final Report (FR) with separate Executive Summary	



REPUBLIC OF THE PHILIPPINES )  
CITY OF \_\_\_\_\_ ) S.S.

## **BID-SECURING DECLARATION**

### **CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid**  
(Previous Bid Ref. No. GPG-B1-2020-068)

**Approved Budget for the Contract – ₱ 2,816,458.32**

**To: PHILIPPINE INTERNATIONAL TRADING CORPORATION**  
NDC Building, 116 Tordesillas St., Salcedo Village, Makati

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration<sup>1</sup>, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared as the bidder with the Single/Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

-----  
**1 Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012.**



**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this \_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_.

\_\_\_\_\_  
*Signature over Printed Name  
of Bidder's Authorized  
Representative*  
**AFFIANT**

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

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

NOTARY PUBLIC

Doc. No. \_\_\_\_  
Page No. \_\_\_\_  
Book No. \_\_\_\_  
Series of \_\_\_\_.



**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid**  
(Previous Bid Ref. No. GPG-B1-2020-068)

**Approved Budget for the Contract – ₱ 2,816,458.32**

**Omnibus Sworn Statement**

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**AFFIDAVIT**

I/We, \_\_\_\_\_, of legal age, with residence at \_\_\_\_\_, after having been duly sworn to in accordance with law and in compliance with the bidding requirements as contained in the Instructions to Bidders / Bid Data Sheet for the bidding of the CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING per Bid Ref No. GPG-B1-2020-309 REBID do hereby certify under oath as follows:

(a)

**AUTHORITY OF THE DESIGNATED REPRESENTATIVE**

*(Please check appropriate box and fill up blanks)*

**Sole Proprietor**

That I am the sole proprietor of <company name/name of supplier> with business address at \_\_\_\_\_; Telephone No. \_\_\_\_\_, with Fax No. \_\_\_\_\_ and e-mail address \_\_\_\_\_ and as such, I have the full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Specimen Signature: \_\_\_\_\_

- OR -

That I am the duly authorized representative of the owner/sole proprietor of <company name/name of supplier> with business address at \_\_\_\_\_; Telephone No. \_\_\_\_\_, with Fax No. \_\_\_\_\_ and e-mail address \_\_\_\_\_ and as such, I have the full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Specimen Signature: \_\_\_\_\_

**Note: Please attach a Special Power of Attorney, if not the Sole Proprietor/Owner.**



**Corporation, Partnership, Cooperative**

That I/we am/are the duly authorized representative/s of <company name>, located at \_\_\_\_\_, with Telephone No. \_\_\_\_\_; Fax No. \_\_\_\_\_ and e-mail address, \_\_\_\_\_, as shown in the attached Secretary's Certificate issued by the corporation or the members of the joint venture, and granted full power and authority to execute and perform any and all acts necessary and/or to represent our company in the abovementioned bidding, including signing all bidding documents and other related documents such as the contracts:

- 1) Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Specimen Signature: \_\_\_\_\_
- 2) Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Specimen Signature: \_\_\_\_\_

**Note: Please attach duly executed Secretary's Certificate.**

**(b)**

**NON-INCLUSION IN THE BLACKLIST NOR UNDER SUSPENSION STATUS BY ANY AGENCY OR GOVERNMENT INSTRUMENTALITY**

That the firm I/We represent is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, Foreign Government/Foreign or International Financing Institution whose blacklisting rules been recognized by the Government Procurement Policy Board;

**(c)**

**AUTHENTICITY OF SUBMITTED DOCUMENTS**

That each of the documents submitted by our company 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.

**(d)**

**AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS**

The undersigned duly authorized representative of the Applicant, for and in behalf of the Applicant, hereby submits this Letter of Authorization in relation with Application to apply for Eligibility and to Bid for the subject contract to be bid.

In connection thereat, all public official, engineer, architect, surety company, bank institution or other person, company or corporation named in the eligibility documents and statements are hereby requested and authorized to furnish the Chairman, PITC Bids & Awards Committee I or her duly authorized representative/s any information necessary to verify the correctness and authenticity of any item stated in the said documents and statements or regarding our competence and general reputation.

I/We hereby give consent and give authority to the Chairman of **PITC Bids and Awards Committee I** or her duly authorized representative, to verify the authenticity and correctness, of any or all of the documents and statements submitted herein; and that I/we hereby hold myself liable, criminally or civilly, for any misrepresentation or false statements made therein which shall be ground for outright disqualification and/or ineligibility, and inclusion of my/our company among the contractors blacklisted from participating in future biddings of **Philippine International Trading Corporation**.



(e)

**DISCLOSURE OF RELATIONS**

That for and in behalf of the Bidder, I/We hereby declare that the sole proprietor or proprietress/ all officers and members of the partnership or cooperative/ all officers, directors, and controlling stockholders of the corporation/ all partners and members of the Joint Venture are not related by consanguinity or affinity up to the third civil degree with the Head of the Procuring Entity, members of the Board of Directors, the President, Officers or Employees having direct access to information that may substantially affect the result of the bidding such as, but not limited to, the members of the PITC BAC, the members of the TWG of PITC, the PITC BAC Secretariat, the head of the end-user unit, and the project consultants. It is fully understood that the existence of the aforesaid relation by consanguinity or affinity of the Bidder with the aforementioned Officers of the Corporation shall automatically disqualify the Bid.

(f)

**COMPLIANCE WITH EXISTING LABOR LAWS AND STANDARDS**

That our company diligently abides and complies with existing labor laws and standards.

(g)

**BIDDER'S RESPONSIBILITIES**

1. That I/we have taken steps to carefully examine all of the bidding documents;
2. That I/we acknowledge all conditions, local or otherwise affecting the implementation of the contract;
3. That I/we made an estimate of the facilities available and needed for the contract to be bid, if any;
4. That I/we will inquire or secure Supplemental /Bid Bulletins issued for this project;
5. That the submission of all bidding requirements shall be regarded as acceptance of all conditions of bidding and all requirements of authorities responsible for certifying compliance of the contract;
6. That I have complied with our responsibility as provided for in the bidding documents and all Supplemental /Bid Bulletins;
7. That failure to observe any of the above responsibilities shall be at my own risk and
8. That I agree to be bound by the terms and conditions stated in the Conditions of the Contract for this project.

(h)

**DID NOT PAY ANY FORM OF CONSIDERATION**

That our company did not give or pay directly or indirectly any commission, amount, fee or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.



**Annex IV**  
(Page 4 of 4)

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory  
Signature Over Printed Name

[JURAT]

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by the 2004 Rules on Notarial Practice \_\_\_\_\_ issued \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_



# FINANCIAL PROPOSAL FORMS





Annex V-A

**(Bidder's Company Letterhead)****FINANCIAL PROPOSAL SUBMISSION FORM**

[Date]

**ATTY. MA. VICTORIA C. MAGCASE****CHAIR****Bids and Awards Committee I****Philippine International Trading Corporation (PITC)****5<sup>th</sup> Floor, NDC Building, 116 Tordesillas St., Salcedo Village, 1227 Makati City**

**Subject: CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**  
**Bid Ref. No. GPG-B1-2020-309 REBID**

Madame:

We, the undersigned, offer to provide the consulting services for *CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING* under Bid Ref. No. GPG-B1-2020-309 Rebid in accordance with your Bidding Documents dated [insert date] and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [amount in words and figures]. This amount is inclusive of VAT and all expenses necessary to complete the project.

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

In accordance with **GCC** Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm

Address:



**PLEASE USE THIS FINANCIAL BID FORM. DO NOT RETYPE OR ALTER.**

**PHILIPPINE INTERNATIONAL TRADING CORPORATION**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid**  
(Previous Bid Ref. No. GPG-B1-2020-068)

**Approved Budget for the Contract: ₱ 2,816,458.32**

**FINANCIAL BID FORM**  
**(PRICES MUST BE INCLUSIVE OF VAT)**

PHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATION

Description	ABC (VAT Inclusive) (₱)	Financial Bid (VAT Inclusive) (₱)
Consulting Services for the Detailed Architectural and Engineering Design for the University of the Philippines Mindanao CSM Research Development and Extension Building	2,816,458.32	

**TOTAL BID PRICE (Amount in Words):**

**Notes:**

- The financial bid must not exceed the ABC.
- The Total ABC of this project is inclusive of ALL REQUIREMENTS for the Project.

**BIDDER'S UNDERTAKING**

I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

\_\_\_\_\_  
**Name of Company (in print)**

\_\_\_\_\_  
**Signature of Company Authorized Representative**

\_\_\_\_\_  
**Name & Designation (in print)**

\_\_\_\_\_  
**Date**



**Annex V-B**

**(Bidder’s Company Letterhead)**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid  
(Previous Bid Ref. No. GPG-B1-2020-068)**

**Approved Budget for the Contract – ₱ 2,816,458.32**

**SUMMARY OF COSTS**

Costs	Currency(ies) <sup>1</sup>	Amount in Philippine Peso
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		_____

<sup>1</sup> In cases of contracts involving foreign consultants, indicate the exchange rate used.



## Annex V-C

**(Bidder's Company Letterhead)****CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING****Bid Reference No. GPG-B1-2020-309 Rebid**  
(Previous Bid Ref. No. GPG-B1-2020-068)**Approved Budget for the Contract – ₱ 2,816,458.32****BREAKDOWN OF PRICE PER ACTIVITY**

Activity No.: _____	Activity No.: _____	Description: _____ _____
Price Component	Currency(ies) <sup>2</sup>	Amount in Philippine Peso
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

<sup>2</sup> In cases of contracts involving foreign consultants, indicate the exchange rate used.



**Annex V-D**

**(Bidder's Company Letterhead)**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid  
(Previous Bid Ref. No. GPG-B1-2020-068)**

**Approved Budget for the Contract – ₱ 2,816,458.32**

**BREAKDOWN OF REMUNERATION PER ACTIVITY**

Activity No. _____		Name: _____		
Names	Position	Input <sup>3</sup>	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

<sup>3</sup> Staff months, days, or hours as appropriate.



Annex V-E

**(Bidder's Company Letterhead)**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid**  
(Previous Bid Ref. No. GPG-B1-2020-068)

**Approved Budget for the Contract – ₱ 2,816,458.32**

**REIMBURSABLES PER ACTIVITY**

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs <sup>4</sup>				
5.	Office rent/accommodation/clerical assistance				
	Grand Total				_____

<sup>4</sup> Local transportation costs are not included if local transportation is being made available by the Entity. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Entity.



Annex V-F

**(Bidder's Company Letterhead)**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid**  
(Previous Bid Ref. No. GPG-B1-2020-068)

**Approved Budget for the Contract – ₱ 2,816,458.32**

**MISCELLANEOUS EXPENSES**

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: vehicles, computers, etc.				
4.	Software				
	Grand Total				_____



# **PART II**

  

## **SECTION VII.**

  

### **POST QUALIFICATION DOCUMENT**





**Bidder's Company Letterhead)**

**CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING**

**Bid Reference No. GPG-B1-2020-309 Rebid**  
(Previous Bid Ref. No. GPG-B1-2020-068)

**Approved Budget for the Contract – ₱ 2,816,458.32**

**COMPANY PROFILE**

COMPANY NAME : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

HEAD OFFICE : \_\_\_\_\_

BRANCH : \_\_\_\_\_

TELEPHONE NUMBER/S : \_\_\_\_\_

HEAD OFFICE : \_\_\_\_\_

BRANCH : \_\_\_\_\_

FAX NUMBER/S : \_\_\_\_\_

HEAD OFFICE : \_\_\_\_\_

BRANCH : \_\_\_\_\_

E-mail Address/es : \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS : \_\_\_\_\_

NUMBER OF EMPLOYEES : \_\_\_\_\_

LIST OF MAJOR STOCKHOLDERS : \_\_\_\_\_

LIST OF BOARD OF DIRECTORS : \_\_\_\_\_

LIST OF KEY PERSONNEL (NAME & DESIGNATION WITH SIGNATURE) AS AUTHORIZED CONTACT PERSONS FOR THIS PROJECT [at least THREE (3)] : \_\_\_\_\_

**CERTIFIED CORRECT:**

\_\_\_\_\_  
**Name & Signature of Authorized Representative**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Date**



# **PART II**

## **SECTION VIII.**

### **Checklist of Requirements**

(ELIGIBILITY, TECHNICAL AND FINANCIAL DOCUMENTS)



<b>PITC BIDS AND AWARDS COMMITTEE I</b>		
<b>CHECKLIST OF REQUIREMENTS</b> (ELIGIBILITY, TECHNICAL AND FINANCIAL DOCUMENTS)		
Name of Company:		
Project:	<b>CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN FOR THE UNIVERSITY OF THE PHILIPPINES MINDANAO CSM RESEARCH DEVELOPMENT AND EXTENSION BUILDING</b>	
Bid Ref. No.	<b>Bid Reference No. GPG-B1-2020-309 Rebid</b> (Previous Bid Ref. No. GPG-B1-2020-068)	
Approved Budget for the Contract:	₱2,816,458.32	
Ref. No.	Particulars	
<b>PART I: ELIGIBILITY REQUIREMENTS</b>		
CLASS "A" DOCUMENTS		
2.1(a)(i)	Eligibility Documents Submission Form (Expression of Interest), format per <b>Annex I-A</b>	
2.1(a)(ii)	Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;	
2.1(a)(iii)	Valid and Current Business/Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR the equivalent document for Exclusive Economic Zones or Areas;	
2.1(a)(iv)	Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018, as finally reviewed and approved by the BIR;	
2.1(a)(v)	Copy of Audited Financial Statements for 2018 and 2017 (in comparative form or separate reports): Independent Auditor's Report; Balance Sheet (Statement of Financial Position); and Income Statement (Statement of Comprehensive Income).  Each of the above statements must have stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions	
<b>OR</b>		
Submission of valid and current <b>PHILGEPS Certificate of Registration and Membership (Platinum Registration*) together with Annex A</b> in lieu of items (ii), (iii), (iv), and (v) above.  *Note: Bidder must ensure that all Class "A" Eligibility Documents are valid and current at the time of submission of PhilGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents including the Financial Statements or Annual Report for 2018 and 2017 (stamped received by the BIR or its duly accredited and authorized institution) together with the Platinum Registration.  Registration and Membership (Platinum) are updated/valid. Otherwise, the updated document must be submitted together with the PhilGEPS Certificate of Platinum Membership.		



2.1(a) (vi)	<p>Statement of all its Contracts (Local and International), as follows <b>(Annex I-B)</b>:</p> <p>(vi.a) ALL ON-GOING CONTRACTS including contracts awarded but not yet started, if any, with the following attachments:</p> <ul style="list-style-type: none"> <li>• Copies of contracts (or equivalent documents containing scope of work and Contract value) signed by the contracting parties ; <b>OR</b></li> <li>• End-User / Client Certification on the Detailed Scope of Work to be undertaken AND the Contract Value</li> </ul> <p>(vi.b) ALL COMPLETED CONTRACTS of “similar nature” as defined in the bidding documents with the following attachments:</p> <ul style="list-style-type: none"> <li>• Copies of the contracts (or equivalent document containing scope of works signed by the contracting parties) <u>or</u> End-user/Client's Certification on the Detailed Scope of Work Completed; <b>AND</b></li> <li>• Copy of End User's/Client Acceptance of the completed project <u>or</u> Copy of Official Receipt/s for the Completed Contracts.</li> </ul>	
2.1(a) (vii)	<p>Statement of Single Largest Completed Contract of “Similar Nature” (as defined in the bidding documents) <b>(Annex I-C)</b>.</p> <p>(vii.a) Certificate of Performance Evaluation showing a rating of at least Very Satisfactory issued by bidder's client <b>(Annex I-D)</b>. The Certificate/Rating must be signed by not less than the current Project Manager or supervising official of the project; <b>AND</b></p> <p>(vii.b) Copy of the contract or equivalent document containing scope of works and contract value signed by the contracting parties) <u>or</u> End-user's/Client Certification on the Detailed Scope of Work Completed and Contract Value; <b>AND</b></p> <p>(vii.c) Copy of End User's/Client Acceptance of the completed project <b>OR</b> Copy of Official Receipt/s for the Completed Contract.</p>	
2.1(a) (viii)	<p>Duly completed and signed Certificate of NFCC computation <b>(Annex I-E)</b></p> <p>Formula for Computation:</p> <p>NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.</p> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. <i>The value of the bidder's Current Assets and Current Liabilities refers to the values of the current assets and liabilities reflected in the submitted Annual Income Tax Return and Audited Financial Statements filed through the BIR's Electronic Filing and Payment System (eFPS).</i></li> <li>2. <i>The Value of all outstanding or uncompleted contracts refers to those listed in Annex I-B no.1.</i></li> <li>3. <i>The detailed computation must be shown using the formula as provided above</i></li> </ol>	
2.1(a) (ix)	<p>Statement of the Consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions of the eight (8) professionals listed in the criteria for shortlisting <b>(Annex I-F)</b></p>	
2.1(a) (x)	<p>Including the respective curriculum vitae (CV), <b>(Annex I-F1)</b>;</p>	
2.1(a) (xi)	<p>Declaration of Commitment, <b>(Annex I-G)</b></p>	



<p>2.1(a) (xii)</p>	<p>Proof of Authority of the designated representative/s for purposes of this bidding.</p> <p>(a) <b><u>For sole proprietorship if owner opts to designate a representative/s</u></b> Duly notarized Special Power of Attorney, <b>OR</b></p> <p>(b) <b><u>For corporation, cooperative or the members of the joint venture</u></b> - Duly notarized Secretary's Certificate evidencing the authority of the designated representative/s.</p> <p>Provided that in the case of unincorporated joint venture, each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.</p>	
	<p><b><u>Class "B" Document (For Joint Venture)</u></b></p> <p><i><b>The participating entities entering a Joint Venture Agreement (JVA) are to be treated as a single entity and shall be jointly and severally responsible or liable for the obligations and liabilities incurred by any partner to the JV pertinent to the project requirements.</b></i></p> <p><i><b>Hence, any Blacklisting Order and/or overdue deliveries intended for end-user or PITC shall apply to the JVA as the JV is deemed as one bidder.</b></i></p> <p><b>a) For Joint Venture, Bidder to submit either:</b></p> <p>(i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or</p> <p>(ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture signed by 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>(Annex I-G)</b></p> <p>In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i) <b>of the 2016 Revised IRR of RA 9184</b>]</p> <p><b><u>The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex I-G) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.</u></b></p> <p><b>b) For Joint Venture Partner, must submit the following:</b></p> <p><b><u>Local JV Partner</u></b></p> <p>(i) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;</p> <p>(ii) Valid and Current Business/Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR the equivalent document for Exclusive Economic Zones or Areas;</p> <p>(iii) Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018, as finally reviewed and approved by the BIR.</p>	
	<p><b><u>Foreign JV Partner</u></b></p> <p>(i) Valid and current certificate/license/authority to conduct/operate business issued by the regulatory authority in the country where the bidder is based;</p> <p>(ii) Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018, as finally reviewed and approved by the BIR.</p> <p><b><u>NOTES:</u></b></p> <p><b>* The following Eligibility – Technical and Eligibility – Financial Documents may be submitted by only ONE of the parties to the JV:</b></p> <p>1. Statement of all ongoing government and private contracts (including contracts awarded but not yet started), if any whether similar or not in nature and complexity to the contract to be bid. <b>(Annex I-B);</b></p>	



	<p>2. Statement of Single Largest Completed Contract similar to the contract to be bid within the last five (5) years from date of submission and receipt of bids equivalent to at least <b>fifty percent (50%)</b> of the total ABC (<b>Annex I-C</b>)</p> <p>“Similar contract” shall mean <b>Detailed Architectural and Engineering Design</b>. Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per <b>Annex I-C</b>:</p> <ul style="list-style-type: none"> <li>(a) Copy of End User’s Acceptance; or</li> <li>(b) Copy of Official Receipt/s; or</li> <li>(c) Copy of Sales Invoice with Collection Receipt/s</li> </ul> <p>3. Copy of Audited Financial Statements for 2018 and 2017 (in comparative form or separate reports):</p> <ul style="list-style-type: none"> <li>(a) Independent Auditor’s Report;</li> <li>(b) Balance Sheet (Statement of Financial Position); and</li> <li>(c) Income Statement (Statement of Comprehensive Income).</li> </ul> <p>Each of the above statements must have stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.</p> <p>4. Duly signed Net Financial Contracting Capacity (NFCC) per <b>Annex I-E</b>, in accordance with ITB Clause 5.5.</p> <p><b>OR</b></p> <p>Submission of valid and current <b>PHILGEPS Certificate of Registration and Membership (Platinum Registration*)</b> together with <b>Annex A</b>.</p> <p>*Note: Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of PhilGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents including:</p> <p><b>For Local JV Partner:</b> Audited Financial Statements for <b>2018 and 2017</b> (stamped received by the BIR or its duly accredited authorized institutions) together with the Platinum Registration</p> <p><b>For Foreign JV Partner:</b> Corporate Financial Statement or Annual Report for <b>2018 or 2017</b>.</p> <p>In case the JV Partners opt to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184. <i>“GPPB Circular 07-2017 dated 31 July 2017”</i></p> <p><b>For other required Class “A” Eligibility Documents, submission by any of the partner(s) constitutes collective compliance.</b></p>
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<b>PART II: TECHNICAL AND FINANCIAL PROPOSALS/DOCUMENTS</b>	
	<b>TECHNICAL PROPOSALS/DOCUMENTS</b>
(i)	Technical Proposal Submission Form ( <b>Annex II-A</b> )
(ii)	<p>Bid security must be issued in favor of the Philippine International Trading Corporation, in any of the following forms:</p> <ul style="list-style-type: none"> <li>a) Bid Securing Declaration (<b>Annex III</b>);</li> <li>b) Cash or Cashier’s Check or Manager’s Check equivalent to at least 2% of the ABC in the amount of <b>₱ 159,403.18</b> (must be issued by a Local Universal or Local Commercial Bank);</li> <li>c) Bank Guarantee/Bank Draft of Irrevocable LC equivalent to at least 2% of the ABC in the amount of <b>₱ 159,403.18</b>;</li> <li>d) Surety Bond callable upon demand equivalent to at least 5% of the ABC in the amount of <b>₱ 398,507.96</b></li> </ul>



(iii)	Notarized Affidavit of Undertaking for the Project's Terms of Reference & its Drawings/Plans (Annex II-B)	
	Consultant's Reference ( <b>Annex II-C</b> )	
	Recommendations of the Consultants on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity ( <b>Annex II-D</b> )	
	Description of the Methodology and Work Plan for Performing the Project ( <b>Annex II-E</b> )	
	Team Composition and Tasks ( <b>Annex II-F</b> )	
	Time Schedule for Professional Personnel ( <b>Annex II-G</b> )	
	Activity (Work) Schedule ( <b>Annex II-H</b> )	
(iv)	Certificate of Site Inspection to be signed by UPLB's Authorized Representative	
(v)	<p>Copy of Proof of Authority of the designated representative/s for purposes of this bidding <b>(which must be the same as submitted with Eligibility documents).</b></p> <p>(a) <u>For sole proprietorship if owner opts to designate representative/s</u> - Duly notarized Special Power of Attorney - For sole proprietorship if owner opts to designate representative/s; OR</p> <p>(b) <u>For corporation, cooperative or the members of the joint venture-</u> Duly notarized Secretary's Certificate evidencing the authority of the designated representative/s.</p> <p>Provided that in the case of unincorporated joint venture, each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.</p>	
(vi)	<p>Omnibus Sworn Statements (<b>Annex IV</b>)</p> <p>(a) Authority of the designated representative</p> <p>(b) Non-inclusion in blacklist or under suspension status</p> <p>(c) Authenticity of Submitted Documents</p> <p>(d) Authority to validate Submitted Documents</p> <p>(e) Disclosure of Relations</p> <p>(f) Compliance with existing labor laws and standards</p> <p>(g) Bidders Responsibilities</p> <p>(h) Did not pay any form of consideration</p>	
11.2	FINANCIAL PROPOSALS/DOCUMENTS	
	<p>The following Financial Proposal Forms need to be accomplished and submitted:</p> <ol style="list-style-type: none"> <li>1. Financial Proposal Submission Form (<b>Annex V-A</b>)</li> <li>2. Financial Bid Form (<b>Annex V-A1</b>)</li> <li>3. Summary of Costs (<b>Annex V-B</b>)</li> <li>4. Breakdown of Price per Activity (<b>Annex V-C</b>)</li> <li>5. Breakdown of Remuneration per Activity (<b>Annex V-D</b>)</li> <li>6. Reimbursable per Activity (<b>Annex V-E</b>)</li> <li>7. Miscellaneous Expenses (<b>Annex V-F</b>)</li> </ol>	
<p><b>Note: In case of inconsistency between the checklist of documents for bidders and the provisions in the Instr to Bidders, Instruction to Bidders shall prevail.</b></p>		