

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF CONSULTING SERVICES FOR THE DESIGN AND PROJECT MANAGEMENT OF OPERATIONS BUILDING INCLUDING SITE DEVELOPMENT

Government of the Republic of the Philippines

Fifth Edition



Republic of the Philippines
Department of Transportation
MACTAN-CEBU INTERNATIONAL AIRPORT AUTHORITY

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Section I. Request for Expression of Interest

REQUEST FOR EXPRESSION OF INTEREST FOR THE PROCUREMENT OF CONSULTING SERVICES FOR THE DESIGN AND PROJECT MANAGEMENT OF THE OPERATIONS BUILDING INCLUDING SITE DEVELOPMENT

1. The Mactan-Cebu International Airport Authority, through the Corporate Budget for the contract approved by the MCIAA's Board of Directors, intends to apply the sum of **Fourteen Million Four Hundred-Fifty Thousand Pesos (PhP 14,450,000.00), VAT-Exclusive, Zero Rated Transaction**, being the approved Budget for Contract (ABC) to payments under the contract for Consulting Services for the **Procurement of Consulting Services for the Design and Project Management of the Operations Building including Site Development**. Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.
2. MCIAA intends to pursue and implement the development of a property located in the Mactan-Cebu International Airport complex, Lapu-Lapu City, Cebu.

In carrying out the Project, MCIAA requires the engagement of the services of an experienced and qualified domestic consultant that possesses the requisite knowledge, expertise and background, specifically in the field of architecture and engineering to provide the design and construction supervision to guarantee the successful execution of the project.

The project is to be funded by MCIAA with the construction to commence and implemented by 2018.

Payment schedule will be based on submission and acceptance of each deliverables as follows:

<p style="text-align: center;">DELIVERABLES</p> <p style="text-align: center;">To be accomplished and submitted within three (3) month period from receipt of Notice to Proceed by the winning consultant</p> <p style="text-align: center;">Design (70% of Contract Price)</p>	<p style="text-align: center;">PERCENTAGE OF THE CONTRACT PRICE</p> <p style="text-align: center;">(PAYMENT DUE AFTER ACCEPTANCE OF End-User PMT)</p>
Mobilization	15%
<p>Upon submission, approval and acceptance of the Survey, Verification and Investigation Results of the site, Project Study, Architectural Programming and Preliminary Design Concepts in two (2) copies in A3 size (Under Pre-Design Phase).</p>	10%
<p>Upon submission, approval and acceptance of the following, three (3) Schematic Design Studies, two (2) copies in corresponding indicated sizes. (under Schematic Design Phase):</p> <ul style="list-style-type: none"> • Schematic Design Plans (ARCH D size white print) • Schematic Elevations/Sections (ARCH D size white print) • Preliminary Perspective (ARCH D size white print) • Space Allocations (ARCH D size white print) • General Specifications Outline (A4 size) • Initial Budgetary Cost Estimates (A4 size) • Electronic Files (in DWG, PDF and PPT format of the above submissions) 	20%
<p>Upon submission, approval and acceptance of all plans/output design of the following, two (2) copies in ARCH D size white print (under Design Development Phase);</p> <ul style="list-style-type: none"> • Architecture and Interior Design Plans • Landscape Layout • Site Development Plans • Civil and Structural Plans • Sanitary/Plumbing Plans • Electrical Plans • Mechanical and Fire Protection System Plans • Structured Cabling Plans 	20%

<ul style="list-style-type: none"> • Electronic Plans/Fire Alarm System/CCTV Plans 	
<p>Upon submission, approval and acceptance of all plans/output designs of the following, two (2) copies in ARCH D size white prints (drawings) and eight (8) copies duly signed and sealed plans in ARCH D size blue prints (drawings) by appropriate professionals and A4 size (documents) (under Contract Document Phase);</p> <ul style="list-style-type: none"> • Architectural and Interior Design and Detail Plans with Specifications and Detailed Cost Estimate • Landscape Layout and Detail Plans with Specifications and Detailed Cost Estimate • Site Development and Details Plans with Specifications and Detailed Cost Estimate • Civil and Structural and Detail Plans with Specifications and Detailed Cost Estimate • Sanitary and Plumbing and Detail Plans with Specifications and Detailed Cost Estimate • Electrical and Detail Plans with Specifications and Detailed Cost Estimate • Mechanical and Fire Protection and Detail Plans with Specifications and Detailed Cost Estimate • Structured Cabling and Detail Plans with Specifications and Detailed Cost Estimate • Electronic/Fire Alarm System/CCTV and Detail Plans with Specifications and Detailed Cost Estimates • Consolidated Technical Specifications describing the type and quality of materials, finish and the general conditions under which the FACILITIES/STRUCTURES will be constructed. • Structural analysis and computations; • Consolidated Cost Estimate and supported with Bill-of-Quantities (BOQ) • Scope of Works of the Project. • Complete Bid Documents for the Construction of the Project. 	25%
<p>Upon completion and turn-over of all deliverables under Project and Construction Management</p>	10%

TOTAL	100%
DELIVERABLES Project and Construction Management (30% of Contract Price)	PAYMENT DUE AFTER ACCEPTANCE OF End-User/PMT
Upon submission, approval and acceptance of Project Timeline for the whole Project, two (2) copies in ARCH D size white print.	15%
Upon completion and acceptance of twenty percent (20%) work accomplished based on the Project's Over-all Program of Work, with submission of Progress Report or Statement of Work Accomplished (SWA) in A3 size on the status of the project at twenty percent (20%) work accomplishment.	15%
Upon completion and acceptance of forty percent (40%) work accomplishment based on the Project's Over-all Program of Work, with submission of Progress Report or Statement of Work Accomplished (SWA) in A3 size on the status of the project at forty percent (40%) work accomplishment.	15%
Upon completion and acceptance of sixty percent (60%) work accomplishment based on the Project's Over-all Program of Work, with submission of Progress Report or Statement of Work Accomplished (SWA) in A3 size on the status of the project at sixty percent (60%) work accomplishment.	15%
Upon completion and acceptance of eighty percent (80%) work accomplishment based on the Project's Over-all Program of Work, with submission of Progress Report or Statement of Work Accomplished (SWA) in A3 size on the status of the project at eighty percent (80%) work accomplishment.	15%

<p>Upon completion and acceptance of one hundred percent (100%) work accomplishment based on the Project's Over-all Program of Work, with submission of Progress Report or Statement of Work Accomplished (SWA) in A3 size on the status of the project at one hundred percent (100%) work accomplishment.</p>	<p>15%</p>
<p>Upon completion and acceptance of the necessary Punch Listing/Rectification Works, and submission of the following:</p> <ul style="list-style-type: none"> • All As-Built Plans/Drawings, two (copies) in ARCH D size white print and three (3) copies in ARCH D size blue prints all drawings duly signed and sealed by appropriate professionals; and electronic file (in DWG, PDF and PPT format) • All Testing and Commissioning Results, original copies. • Material/Product Warranty Certificates, Operation and Maintenance Manuals. • All results of additional testing and investigation/study, Clearances, Permits and Certificates, Analysis and Assessment, original copies. • Upon issuance of Certificate of Project Completion and Acceptance from the MCIAA, the release of the Certificate of Occupancy and the Certificates of Operation issued by the MCIAA Office of the Building Official (OBO) on all building electrical and mechanical equipment, original copies. 	<p>10%</p>
<p style="text-align: right;">TOTAL</p>	<p style="text-align: center;">100%</p>

3. MCIAA now calls for the submission of eligibility documents for the **Procurement of Design and Project Management of Operations Building including Site Development** which will perform the following phases of works:

A. Design

1.) PRE-DESIGN PHASE

Pre-Design Phase include site analysis, programming, construction cost analysis, project development schedule, and value engineering.

- Site analysis includes site investigation, geotechnical reports, and review of existing and adjacent structures.
- Programming defines the design objectives and needs of the project. This shall establish and document the requirements for the project: desired rooms or spaces, room sizes, relationships between spaces and relationship to the site and other adjacent or nearby buildings or facilities
- The construction cost analysis provides a construction budget amount and a cost plan to assist in explaining the budget and in guiding project management.
- Project Development Schedule. Taking into account and identifying contributory factors that can affect the project schedule:
 - Owner's schedule
 - Owner's decision ability
 - Architect's schedule
 - Consultant's schedule
 - Project complexity
 - Permit process
 - Contractor's availability
 - Procurement/Bidding process
- Value engineering in the pre-design phase scrutinizes the program, site investigation, and project budget.

Site Analysis-

The proposed site shall be analyzed through a series of investigations the constraints that may be imposed upon the project and its design.

Studies shall be conducted to evaluate the existing conditions. These studies shall include geotechnical reports, hydrology studies, land surveys (including boundaries, topography, and utilities), and surveys of existing hazardous materials (environmental due diligence).

Geotechnical Reports-

Shall be conducted to provide information about the soils and geologic conditions on and below the surface of the project site. Sampling techniques vary depending on the project.

Geotechnical Hazards. Critical geotechnical hazards that need to be identified include:

- Areas subject to subsidence and liquefaction.
- Landslides and mudflow hazards.
- Fault zones.

Soil Samples. Soil samples are tested in a laboratory to determine moisture content, soils type, expansion, percolation, bearing capacity, friction, and other factors pertinent to the proposed building. Other important soils information includes:

- Drainage characteristics and permeability.
- Depth to ground water.
- Depth to bedrock.
- Susceptibility to compaction and erosion.
- Shrink and swell potential.
- Compressive strength and stability (bearing capacity).
- Evidence of fill.

Recommendations. The data gathered are then translated into recommendations for:

- Site preparation, such as compacting or replacing existing soils.
- Bearing loads and the corresponding expected amount of settlement.
- Steps to be taken to deal with ground water and surface water as they may affect construction operations and the finished project.
- Special foundation requirements.

Hydrology Studies-

Shall be based on the review of existing maps and records, as well as the collection of site-specific hydrologic measurements. The hydrology studies include:

- Surface water drainage pattern (on and off site).
- Floodplain zones.
- Aquifers and recharge zones.
- Depth to ground water.
- Storm drainage system requirements.
- Erosion hazard areas.
- Debris flows and mudslides hazards.
- Coastal flooding and tsunami hazards.

Land Surveys-

Shall be conducted to describe existing site features, project boundaries, and legal boundaries (if applicable) such as property lines, rights-of-way, and easements, including structures, roads, trees, and land formation, and reviews existing records to gather information on utilities and boundaries. The survey determines the site configuration and area.

The survey shall measure elevations of existing elements that are particularly important for tying the proposed project into existing roads and utilities, and possibly to existing buildings. Grades shall be indicated and related to a fixed point, often a datum established.

Survey of existing hazardous materials (environmental due diligence). Shall be conducted to inspect the existing site and buildings the presence of asbestos, polychlorinated biphenyls (PCBs), old fuel tanks, or other suspected hazards and recommend the proper removal or mitigation methods.

Data Compilation-

This shall be done to identify existing conditions, data are compiled for a variety of categories including, climate, site features, environmental influences, historical data, land-use and regulatory controls, building codes and requirements, visual analysis, and circulation and access. These factors shall be included in the Initial Study.

Site Analysis Report and Study-

The site analysis report shall include studies and assessments relating to the proposed project:

- Sun and wind orientation analysis
- Traffic Impact Assessment for parking requirement (trip attraction and trip generation) and its impact in the vicinity;
- Environmental impact reports

Project Study:

Shall conduct study, perform and secure documents as needed and necessary for the project which includes 5,500 square meter Site Development and for the construction of MCIAA's Operations Building, for the following but not limited to:

The design and specifications shall conform to, but not limited to the following:

- a. Latest National Building Code of the Philippines including provision for Persons with Disabilities
- b. Green Building Code of the Philippines
- c. National Structural Code of the of the Philippines
- d. Latest Electrical Code of the Philippines
- e. Latest Plumbing Code of the Philippines
- f. Latest Philippine Mechanical Engineering Code
- g. Latest Electronics and Communications Engineering Code of the Philippines
- h. Latest Fire Code of the Philippines
- i. Applicable Local Regulations and Ordinances

With respect to the actual construction, applicable rules and regulations prescribed by the agencies listed below and/or embodied in the following shall be observed:

- a. Department of Public Works and Highways (DPWH)
- b. Department of Environment and Natural Resources (DENR)
- c. Civil Aviation Authority of the Philippines (CAAP)
- d. Applicable Building Laws and Ordinances of the City of Lapu-Lapu

With respect to the Technical Specifications (based on recommended Codes/Standards for the following:

- a. Architectural including Interior Design Works
- b. Civil / Structural Works
- c. Sanitary / Plumbing Works
- d. Mechanical and Fire Protection Works
- e. Electrical Works including Auxiliary Works
- f. Structured Cabling Works
- g. Electronics Works

2.) SCHEMATIC DESIGN PHASE

GENERAL

The Architect shall prepare Schematic Design studies illustrating the scale and relationship of project components for approval by MCIAA. All such studies indicate site conditions, plan arrangement and the general scope and character of the Project.

It is required that the Architect submit to MCIAA three (3) Schematic Design Studies, and it is expected to continue generating studies until the requirements of Project are met and a Schematic Design is approved.

Sustainability, particularly when Green Building Code compliance as one criterion, must be considered from the inception then developed through the design process. These goals should be reviewed with the MCIAA-Project Management Team to establish a realistic expectation within budgetary constraints. Options and creative solutions should be explored.

SUBMITTAL REQUIREMENTS

The following shall, as a minimum, be provided as part of the Schematic Design Document submittal. The Architect may submit additional information as appropriate.

Drawings

All drawings submitted to MCIAA shall be dated, show scale and orientation of drawing. All sheets shall carry the title of the project and the Architect's and Consultants names, addresses and telephone/fax numbers. The project shall be given an official title which must be used with consistency on all documents.

Schematic drawings should normally be at a scale of 1:100 in the metric system. The minimum submittal shall include the following exhibits:

- Site Plan
- Floor Plans of all floors
- Exterior Elevations (four views)
- Building Sections (at least 2 views)

Floor plans of all floors shall have room's names as identified in the Building Program. Gross area of each floor and total gross area of the building shall be noted on the floor plan drawings.

The following information shall be included in Schematic Design Documents submittal for review purposes. Plans shall include minimum overall dimensions and shall be of sufficient clarity to indicate schematically the location, nature and extent of the proposed work.

Occupancy and Construction Type shall be established. Mixed Occupancies and general exiting systems shall be established.

TECHNICAL INFORMATION

Building Classification

Occupancy Classification

Compute the floor area and occupant load of the building or portion(s) thereof. Indicate the occupancy group(s) which the use of the building or portion(s) thereof most nearly resembles. See the Code Compliance Plan example for buildings with mixed occupants. Demonstrate by drawing and/or narrative how the building will conform with the occupancy classification requirements in the National Building Code.

Type of Construction

Indicate the type of construction for the building. Indicate the building materials proposed and the fire resistance of the parts of the building. Demonstrate by drawing and/or narrative how the building will conform to the type of construction requirements in the National Building Code.

Location on Property

Indicate the location of the building on the site and clearances to property lines and/or building on a plot plan. Fire resistance of exterior walls and opening as identified in the National Building Code.

Allowable Floor Area for Code Analysis

Indicate the proposed floor area and calculate the allowable floor area for each occupancy in the building. Indicate basic allowable floor area for each occupancy and type of construction. See the National Building Code for allowable increases based on location on property and installation of an approved automatic fire sprinkler system. See the National Building Code for allowable floor area of multi-story building. Demonstrate by drawing and/or narrative the total allowable and actual proposed floor area. Identify any Area Separation wall. Provide mixed-use calculations for multiple occupancy buildings as identified in the National Building Code.

Height and Number of Stories

Indicate the height of the building, and the number of stories. See the National Building Code for the maximum height and number of stories permitted based on occupancy group and type of construction: for allowable story increase based on the installation of an approved automatic fire-sprinkler system. Include the allowable and proposed height and number of stories in the narrative.

Exiting and Accessibility

Provide a Schematic accessibility exiting design indicating how exiting from all portions of the building will conform to the requirements of the National Building Code. Indicate proposed rated corridors, stair enclosures, exit passageways, horizontal exits, etc. Particular analysis must be completed to identify deficiencies in general construction due to code or occupancy changes: in many instances, a fire sprinkler and/or system may be used to mitigate such conditions.

Structural Analysis

Provide sketches and descriptions of proposed structural systems. Particularly in building containing sensitive equipment, the Architect shall incorporate vibration analysis appropriate to the Project's requirements.

Building Systems

Provide sketches and descriptions of plumbing, mechanical and electrical systems.

Schematic Drawings:

1. Plumbing Drawings

- a. Narrative description (Design Intent) of the building support systems.
- b. Restroom locations with waterclosets, lavatories and urinals.
- c. Piping riser diagrams.
- d. Location of water, gas, sanitary sewer, storm sewer and sprinkler services to the building.
- e. Tentative fixture and equipment schedule.
- f. Location, sizes and types of major equipment such as boilers, water heaters, heat exchangers, and flues/chases where required.
- g. Provide a fixture-count calculation sheet.

2. HVAC Drawings

- a. Narrative description (Design Intent) of all proposed mechanical systems.
- b. Preliminary HVAC load calculations.
- c. Equipment schedules with tentative sizes, capacities, features, etc.
- d. Mechanical-room drawings, showing locations and sizes of fans, and if possible, pumps, compressors, heat exchangers.
- e. Shaft locations and sizes with supply, return, fresh air and exhaust ductwork and piping. Vertically mounted intake louvers are required to face the east since most wind directions are from the northeast to southwest direction.
- f. Access and pathway to utility systems from the underground tunnel where applicable.
- g. System Schematics showing all system components and control devices.

3. Electrical Drawings

- a. Narrative description (Design Intent) Electrical system
- b. Identify the proposed electrical room/closet area

- c. Identify main electrical feed type of service and location
- d. Identify and locate proposed electrical sub-panel locations, type and size at each floor
- e. Tentative lighting fixture layout, type and count

Building Materials

Provide an outline of proposed construction materials.

Provide an outline of anticipated hazardous materials to be used, stored and probable locations for use and storage within the site.

Acoustic requirement in relation to the sound pollution produced by the aircraft.

Technical Specifications

An outline specifications listing the major components of the design is required. The Architect shall provide a list of any proposed materials or equipment items that vary from the requirements and standards stated in this Manual or Building Program.

Tabulation of Areas

The Architect shall prepare a tabulation of areas for each of the Schematic Design studies that are presented to MCIAA. The tabulation shall indicate the Net Assignable Square Meter (NASM) of all spaces. Programmed spaces shall be identified by Building Program name. The tabulation shall list programmed NASM where applicable and indicate the amount the space is either over or under the programmed amount.

Cost Estimate

The Architect shall prepare a statement of probable construction cost of each Schematic Design study. Appropriate amounts for contingency and inflation shall be included in the construction estimate to reflect anticipated condition at the time of bidding.

Models and Perspective Drawings

The Architect will be required to provide the MCIAA with a perspective rendering and/or a presentation quality model of the project.

When models are required they should show as much detail as possible at the scale to which they are built. The model should be on a base large enough to permit inclusion of adjacent streets, approach drives and walks and associated parking and service facilities and should be provided with a clear plastic cover.

When perspective is required, it should show the proposed building on its actual site, not in a vacuum without surrounding or adjacent buildings, or with unrealistic entourage. A pedestrian's view rather than a bird's eye vantage point is preferred.

A prime purpose of preparing either models or perspectives is for photographic reproduction for slide presentations, for general publicity purposes.

All perspectives or models described above become the property of MCIAA.

REVIEWS

The schematic design submittal will be reviewed in detail by the Project Management Team or Review Committee, Environmental Health and Safety Committee of MCIAA. Written comments will be assembled by MCIAA and will be transmitted to the Architect for inclusion in the design or for further study or discussion. Each comment requires a written response from the Architect.

After the schematic design submittal has been approved by MCIAA, the Architect will be notified, in writing, to begin preparation of the Design Development Documents.

3.) DESIGN DEVELOPMENT PHASE

GENERAL

The Architect shall prepare the Design Development Documents from the approved Schematic Design. The Design Development Documents shall consist of drawings and other documents, including specifications, to fix and describe the size and character of the entire project as to kinds of materials, type of structure, mechanical and electrical systems, and other work that may be required for construction of the project.

During the preparation of the Design Development Drawings, the Architect shall meet with the Project Management Team, the Environmental Health and Safety Committee, to determine specific and detailed requirements of all spaces in the proposed building and surrounding site requirements. The mechanical and electrical systems to serve the building shall be determined during this period and shall be described in the Design Development Documents.

The Architect's study and analysis during this phase shall be in such detail that all data is sufficient to begin production of construction drawings, when so directed.

All sustainability or Green Building Code compliance goals shall be determined, identified in the Documents and integrated into the Cost/Budget Estimate in the Design Development Submittal.

Value engineering. Modifications or changes resulting from value engineering and design review sessions must be incorporated into the design development documents before approval is given to proceed to construction document phase.

All substantial design decisions and budget confirmation shall be resolved for the MCIAA to approve the Design Development Submittal.

SUBMITTAL REQUIREMENTS

In addition to that required in the Schematic Design Submittal, the following shall, as a minimum, be provided as part of the Design Development Document submittal. The Architect may submit additional information as appropriate.

Drawings

All drawings submitted to MCIAA shall be dated, show scale and orientation of drawing, and shall carry the title of the project and the Architect and their Consultants. The project will be given an official title, which may be used with consistency on all documents.

Included in the Drawings, a Code Compliance information identifying Occupancy Type and Construction Type allowable and actual calculations in sufficient detail to support the specific design. Additional Code excerpts shall be included as possible. The Code Compliance must be reviewed by the MCIAA Building Office prior to submittal of the Design Development.

Design Development drawings shall be at the same scale as that to be used for the Construction Documents drawings. These drawings shall develop the design approved in the Schematic Design Phase. They shall show all room and space uses, including location of items of fixed equipment and major pieces of movable equipment whether the Owner or Contractor supplied. Basic structural, mechanical and electrical systems shall be determined and shown on the drawings. Program room numbers and computed net areas of rooms shall be shown. Elevations and sections shall be developed to a degree that illustrates the range of materials, final appearance and nature of the structure of the building. Drawings shall include major control dimensions and enough other dimensions to determine all room sizes. The site plan shall show necessary utility line and connections.

The following information should be included in Design Development Submittal Documents for Code review purposes. Plans should include overall dimensions, drawn to scale, and should be of sufficient clarity to indicate fully the development of the project's location, nature and extent of the work proposed.

Provide Design Development drawings indicating, at a minimum, the following technical information.

Site Plan

Show property lines, streets, roads, sidewalks, accessible routes, curbs, curb cuts, building location, future additions, existing buildings, driveways parking lot layout, walks, steps, ramps, fences, gates and walls. Show north arrow. Provide dimensions for all setbacks and where exterior wall/opening protection may be required.

Floor Plans

Dimensions: Provide overall building and additional basic room dimensions. Show north arrow and identify the drawing(s) scale.

Room: Room names and numbers, and cross references to enlarged plans (as applicable) and the Room Finish Schedule. The room numbering shall be finalized.

Floors: Show floor elevations, ramps, and stairs.

Walls: Indicate existing and new walls. Show all fire rated corridors, occupancy separations, area separation, shaft enclosures, etc.

Doors: Door with door numbers and associated hardware schedules.

Curtain wall, Storefront, Windows and Glazing: Accurately identify the proper framing system required to support the design application. Indicate fire rated assemblies. Identify overall glazed opening sizes, particularly of operable vents.

Toilet Rooms: Identify plumbing fixtures, stalls, accessories and cross-references to enlarged plans (as applicable).

Stairs: Dimension of stairway enclosures and risers/treads in plan and section.

Miscellaneous Items: Locate drinking fountains, folding partitions, fire extinguisher cabinets, elevators, etc.

Code Compliance: Must be complied.

Coordination Plan: Provide Consultant coordination plan(s) identifying general workstation layout with the associated electrical, tele/data and other specialized utility connection locations.

Demolition Plans: When substantial demolition occurs, provide Demolition Plan clearly identifying the Scope of Work.

Roof Plan

Roof Plan Show drainage direction, crickets and skylights. Show drainage to roof drains, overflow drains, scuppers, etc. and all points of on-grade discharge. Identify roofing materials, minimum roof pitch. On surface mounted gutters, show the gutters, collection boxes, downspouts and point of discharge. Identify the relative elevation of the roof drainage surfaces.

Exterior Elevations

Show floor elevations, finish grades and vertical dimensions of the building elements, floors, ceilings, and openings. Show roof slope, door and window locations. Indicate all materials and, graphically differentiate between existing and new.

Building Sections

Show vertical dimensions relating to floor, ceiling, roof height and openings. Note and indicate all materials and extent of the fire rated assemblies.

Reflected Ceiling Plans

Indicate ceiling materials. Show proposed ceiling, lighting, grilles/registers, acoustic panels, access panels, etc. Locations: Coordinate the layout with all Consultants.

Enlarged Floor Plans and Sections (as applicable)

Toilet Room Plans: Show plumbing fixtures, accessories, stall layout and handicap accessibility.

Kitchens: Provide a commercial kitchen equipment plan and schedule when applicable.

Stair and Elevator Section(s): Show vertical/horizontal dimensions and hand/guardrail design.

Schedules

Develop profiles for doors, windows and associated frames including a Preliminary Door Schedule with required ratings and hardware groups. Provide a Room Finish Schedule.

Wall/Partition Types and Rated Assemblies

Provide a legend identifying the materials used and fire/acoustic rating as applicable. Properly cross reference to the plans and sections.

Structural Notes

Outline to include:

Live Loads: Floor, stairs, corridors, roof, seismic and wind.

Dead Loads: Material weight, mechanical and electrical weight, wet-pipe or dry-pipe for sprinkler system, and soil bearing pressure.

Materials Strength: Concrete, masonry, steel and wood.

Foundation design based on Soils Report.

Structural Schematics

Provide Foundation Plan and Structural Plan that include floor, roof and wall construction. Particularly in buildings containing sensitive equipment, the Architect and Engineer shall incorporate vibration analysis and mitigation appropriate to the project requirements.

Technical Design Development Drawings

Mechanical Drawings

- a. Updated narrative description of the proposed HVAC system.
- b. Scaled plans of each floor, showing double-line duct layouts, equipment locations, typical heating and cooling devices (e.g. scaled VAV boxes and branches with supply and return diffusers).
- c. Mechanical-room drawings, showing locations and sizes of AHU(s), fans, pumps, compressors, heat exchangers, etc. Show elevation cross sections where necessary.
- d. Update HVA C load calculations
- e. Provide sufficient accessibility to all equipment and devices (e.g., coil pull, VAV, AHU, HX equipment).
- f. System schematics showing all system components and control devices and "detailed" sequence of operation.
- g. Roof layout drawing indicating intake and exhaust louver location and orientations relative to plumbing vents and lab exhaust.
- h. To ensure "fit" in small or confined spaces with other disciplines, develop sealed composite drawings as found necessary.
- i. Show smoke control system operation in narrative and single line diagram.
- j. Particularly in buildings containing sensitive equipment, the Architect and Engineer shall incorporate vibration analysis and mitigation appropriate to the project's requirements.

Plumbing Drawings

- a. Updated narrative document.
- b. Plans of each floor, noting fixture locations and types. Indicate routing of main distribution lines with sizes.
- c. General arrangement of all piping systems (domestic water, hot water, gas, sewer, storm, specialty lab gases and Fire Protection).
- d. Location and sizes of all water, sanitary sewer, primary and overflow storm drain and sprinkler piping.
- e. Location of all floor drains, roof drains and floor sinks in toilet rooms, mechanical rooms, etc.
- f. Tentative fixture schedule.
- g. Location, sizes and types of water heaters, heat exchangers, pump pits, and flues when required.
- h. Provide a fixture-count calculation sheet.
- i. Utility connections to the tunnel piping distribution systems if required by the design.
- j. Proposed janitors closet location and mop sink fixtures at each floor.
- k. Roof layout drawing indicating proposed roof penetrations for storm drains and all roof vents.

HVAC Drawings

- a. Updated narrative description of the proposed HVAC system.
- b. Plans of each floor, showing double-line duct layouts, equipment locations, and typical heating and cooling devices (e.g., VAV box, branches & GRDs
- c. Equipment schedules with tentative sizes, capacities, features, etc.
- d. Mechanical-room drawings, showing locations and sizes of fans, pumps, compressors, heat exchangers, etc. Show elevation drawings to ascertain fit among other disciplines.
- e. HVAC load calculations.
- f. Accessibility to all equipment and devices.
- g. System schematics showing all system components and control devices and sequence of operation.
- h. Roof layout drawing indicating louver intake and exhaust orientations relative to plumbing vents and lab exhaust.
- i. M.E. smoke control exhaust system where required.

Electrical Drawings

- a. Updated narrative description of the Electrical system.
- b. Identify proposed electrical room/closet areas.
- c. Identify main electrical feed type of service and location.

- d. Identify and locate proposed electrical sub-panel locations, type and size at each floor.
- e. Tentative lighting fixture layout, type and count.
Show electrical service and electrical panel locations.
Show Light fixtures layout.

Specification Outline

Particularly if the building contain sensitive equipment and/or sound sensitive applications, the Architect and Engineer shall incorporate vibration analysis and mitigation appropriate to the project requirement. Use caution when selecting and locating Transformers.

MCIAA is very concerned that lighting design is accomplished in a maintainable and efficient manner: use of an excessive number of fixtures and/or different types of fixtures/lamps is not acceptable.

Describe structural, mechanical and electrical systems including fire protection. Establish specification sections for principle materials and finishes.

All Floor Plans and Room Finish Schedules shall the approved room numbers. Room numbers shall be assigned by the Architect and reviewed by MCIAA Project Management Team.

Technical Specification

A specification (based on Schematic Design Phase outline) listing the major components of the design is required including a description of the items of equipment that will be required to be furnished by the Contractor. The Architect shall provide a list of materials or equipment items that are being proposed that vary from the requirements and standards stated in this Manual or the Building Program. Product data and technical information shall be provided for materials and systems recently developed, requiring specific performance criteria, or unfamiliar to the MCIAA's Technical Staff: review with the MCIAA Project Management Team. Provide major mechanical system component, lighting fixture and plumbing fixture product information.

Tabulation of Areas

The Architect shall prepare a tabulation of areas (updated from Schematic Design Phase). The tabulation shall indicate the Net Assignable Square Meter (NASM) of all spaces. Programmed spaces shall identify Building Program room name.

Cost Estimate

The Architect is required to prepare a statement of probable construction cost of the Project based on the Design Development Documents. Appropriate amounts of contingency and inflation shall be included in the construction estimate to reflect anticipated condition at the time of bidding.

Energy Report

The Architect is required to prepare a report describing energy considerations and recommendations including building operations cost projections. These shall be reviewed with the MCIAA Project Management Team.

4.) CONTRACT DOCUMENT PHASE

GENERAL

Contract Documents shall be developed from the approved Design Development Documents. These shall be complete in all aspects to permit intelligent bidding and construction. All elements shall be shown and appropriately detailed.

The Architect is responsible for developing the Technical Specifications and Drawings, and all other requirements for the construction of the entire project in accordance with applicable regulations and codes.

Contract Documents shall not be started until the Design Development Documents have been approved in writing.

During the development of the Contract Documents it may be necessary for the Architect to obtain some additional information from the Building users.

Informal reviews should be scheduled with personnel concerned at appropriate points in the development of the drawings and specifications to ensure that all interested parties are satisfied with the documents.

The Architect must furnish a letter stating that no asbestos containing products were specified in the Project Documents or included in the building materials.

No materials, components, systems and equipment shall be specified, approved or used which will be discontinued or redesigned from the manufacturer or suppliers in the near future, preferably within five (5) years. The Architect and Consultants shall perform a diligent investigation to assure the MCIAA of this.

SUBMITTAL REQUIREMENTS

The following shall, as a minimum, be provided as part of the Contract Documents. The Architect may submit additional information as appropriate.

Drawings

All drawings submitted to the MCIAA shall be titled and dated accurately, show scale and orientation of drawing, and shall carry the title of the project and identify the Architect with their Consultants. The project will be given an official title, which must be used with consistency on all documents.

Drawings shall be prepared on ARCH D size sheets. MCIAA shall be provided with electronic generated drawings using the latest version of AutoCad.

Separate site plans shall be prepared for above ground features and for subsurface utility lines unless the latter are very minimal and the finished drawing is fully clear in all aspects.

Drawings shall be carefully checked by the Architect to achieve coordination between all consultants, civil, structural, mechanical, electrical, specialized consultant and fixed equipment.

All floor plans and Room Finish Schedules shall have building program room names and numbers. Room Numbers shall be assigned by the Architect and approved by the MCIAA-Project Management Team.

Notes and dimensions on the drawings shall be large enough to be read easily without eye strain. Spelling shall be checked carefully.

Room Finish and Door Schedules should be incorporated in the drawings.

All items of mechanical equipment such as air handlers, pumps, fans, steam pressure reducing valves, etc. shall be scheduled on the Construction Drawings. Include all design and operating parameters for each unit.

Provide a tile sheet for each set drawings identifying all abbreviations and symbols used on the drawings in a key or legend. Provide vicinity location map(s) and index of drawings.

The Title Block shall include the names, addresses and telephone/fax numbers of all Consultants.

Construction Drawings shall bear the Architect's and/or Engineer's seal and certification with signature and registration number.

One stamped set, with the Office of the Building Official's approval, shall be delivered to the MCIAA as a permanent record set.

Contract Documents Submittal

The following information should be included in Construction Document Submittal for Code review purposes. Plans should be fully dimensioned and drawn to scale and should be of sufficient clarity to indicate the precise location, nature and extent of the work proposed.

Provide Construction Drawings, which shall include, at a minimum, the following: The scale and complexity of the project will determine which specific drawing will be required.

Tile Sheet

- Table of Contents
- Names, address and contact numbers of Architect, Engineers and Consultants
- Building Code Analysis (see Schematic Design Submittal requirements)
- Note Type of Work, new construction, addition, remodel/renovation or tenant finish

- Vicinity Map
- Based on information provided the MCIAA, identify types, amounts and locations of all hazardous materials intended to be stored or used. List actual quantities and compare to exempt amounts. Note, Projects with extensive quantities of hazardous materials will be required to submit a “Hazardous Materials Management Plan” as prepared by the MCIAA- Environmental Health and Safety Office.

Site Plan shall include:

Property lines, street names, scale, north arrow
 Building location, setbacks, finish floor elevation, dimensions
 Contours, existing, new grades/elevation marks and drainage direction
 Existing and new paving, parking lot plan
 New and existing sidewalks, steps, curbs, curb cuts and drives
 Fences, gates, walls and retaining walls
 Existing structures, trees and shrubs to remain or to be removed
 New landscaping, trees, shrubs, ground cover
 New and existing utilities
 Site Details including handicap curb ramps, signage, etc.

The Limits of Work shall be defined as the area necessary for the project grading, planting, utility work, walkways, roads, construction staging, etc. connects uninterrupted to the adjoining land and utilities: the interface between existing grading and new landscaping shall be carefully coordinated.

Demolition Plan (Optional)

When the delineation between portions of existing construction to remain and to be removed becomes sufficiently complicated, a separate Demolition Plan will be required. Clearly note the specific demolition Scope of Work.

Architectural Floor Plans

Code Compliance Plan:

Dimensions: overall, building break, grid lines, room, and opening dimension, north arrow.

Rooms: room names and numbers. Cross-reference enlarged plans where applicable.

Floors: floor elevations, change in materials, ramps/stairs, floor breaks, etc.

Walls: indicate existing and new walls, wall types, material and fire rated assemblies by legend on graphics.

Doors: door swing and number.

Windows: identify size, operation, style, etc. or Window Schedule.

Toilet Rooms: plumbing fixtures, accessories, stalls, floor drains, and cross reference to Enlarged Plans.

Stairs: dimension stair enclosures, risers/treads, landings, handrails, etc. and cross-reference stair details/sections: coordinate framing with the Structural Engineer.

Miscellaneous Items: fire extinguisher cabinets, access doors, drinking fountains, folding partitions, ladders, lockers, shelving, railings, guardrails, elevators, etc.

Alterations: existing opening and new openings

Interior Elevations, Details and Sections: cross-reference on the Floor Plans.

Expansion and Control Joints: show clearly and coordinate with the Structural Engineer.

Architectural Roof Plan

Materials: type of roofing

General Roof Information: Roof drains, overflow drains, scuppers, gutters, leaders, roof high point and low points, crickets, skylights, vents, fans, mechanical equipment and roof access indicated the direction and slope of the drainage and relative elevation of the drainage surface at the working point. Identify the point of discharge of the downspouts.

Miscellaneous: Roof pavers, ladders, splash blocks, ventilation, expansion joints, etc.

Miscellaneous Vertical Elements: show all tall elements, flagpoles, mechanical stacks and flues, antennas, etc. shall be properly structurally supported with the associated flashing and roofing details.

Expansion Joints: show clearly and coordinate with the Structural Engineer.

Architectural Exterior Elevations

Materials: identify all exterior finish materials and color selections.

Windows and Doors: provide window and door openings, window head and sill heights and indicate window and door type. Identify glazing types and tempered glazing locations.

Dimensions: grid lines, vertical dimensions, floor levels, grade elevations

Miscellaneous: note and indicate material.

Grade: show the intersection of the grade at the building accurately.

Architectural Building Sections

Dimensions: vertical dimensions relating to floor, ceiling, roof, openings, casework and other relevant information.

Cross Reference: all details

Materials: note and indicate material.

Fire Rated Assemblies: show the extent of fire rated assemblies accurately.

Architectural Reflected Ceiling Plan

Ceiling Construction: show ceiling breaks, or change in height, materials, grid pattern, diffusers, light fixtures, exit signage and access panels. Coordinate this information with the engineering disciplines.

Walls: indicate walls extending above the roof plane with wall type and fire rated assemblies as described on the Floor Plans.

Coordination: adequate interstitial ceiling space shall be provided to reasonably accommodate all mechanical, plumbing, piping, electrical and structural elements.

Architectural Enlarged Floor Plans

Toilet Room Plans: plumbing fixtures, stall layout, accessory, and handicap accessibility clearances. Cross-reference all Interior Elevation.

Commercial Kitchen Plans: required for commercial kitchen equipment layout with an Equipment Schedule, including any Owner furnished or relocated equipment, identifying and coordinating all required service connections with the Engineering disciplines.

Laboratory Plan: required when complexity warrants with an Equipment Schedule, including Owner furnished or relocated equipment, identifying and coordinating all required service connections with the specialized Consultants and the Engineering Disciplines.

Stage Plan: required for theatrical rigging and lighting with a Rigging Schedule coordinating all required service and structural connections with specialized Consultants and Engineering disciplines.

Stair Plans and Sections: identify horizontal dimensions coordinated vertically to the Stair Sections.

Architectural Interior Elevations

Room Number: identify in the title.

Toilet Room Elevations: plumbing fixture and accessories mounting heights and handicap accessibility requirements.

Materials: indicate wall finish materials and extent: coordinate with Room Finish Schedule.

Casework and Equipment: provide interior elevations and all applicable cabinet configuration description.

Architectural Schedules

Room Finish Schedule: identify interior finishes and extent of use. Provide a Finish Materials Schedule that is coordinated with the Specifications terminology.

Door Schedule: door types, sizes and fire rating, door hardware groups.

Window Schedule: window types, frames, fire rating and glazing type and size.

Architectural Building and Wall Sections

Building Sections: provide adequate sections to describe the specific project and cross-reference the locations on the Floor Plans. Provide vertical dimensions to major design elements. Identify the extent of all fire rated assemblies.

Wall Sections: provide typical and atypical sections identifying the materials, thermal tabulation values, roofing system, vertical dimensions, etc. with particular detail to the connections to the primary structural system: coordinate with Structural Engineer. Cross-reference the location of all section cuts. Identify the extent of all fire rated assemblies.

Deflection, Expansion and Control Joints: show all vertical and horizontal joints and coordinate with the Structural Engineer. Provide adequate details.

Architectural Details and Enlarged Sections

Stairs: provide section(s) and tread dimensions, headroom clearance, and handrail details and attachment details. Coordinate with Structural Engineer.

Guardrails: height and distance between intermediate rails and attachment details.

Ramps: slope, length and handrails.

Wall Types: fire-rated construction, corridor walls, shaft walls, area separation walls, occupancy separation walls. Indicate extent of fire rated construction/assemblies: cross-reference to the Floor Plans. Specify fire penetration sealants at rated walls.
Joints: provide adequate detailing for deflection, expansion and control joints.

Structural Notes

Live Loads: provide floors, roof, earthquake and wind load criteria.

Dead Loads: provide large mechanical and electrical equipment weights and soil bearing pressure information.

Material Strength: identify concrete, masonry, steel and wood unit strengths. Identify any "Special Testing" requirement and review the Scope of Work.

Foundation Design: reference the Soils Report by origin, number and date.

Lintel and Opening Schedules

Special Finishes and Grades: identify special architectural finishes for exposed concrete, steel fabrication, concrete floors, etc. and areas requiring restrictive tolerances. Coordinate with the Architect.

Structural Floor and Roof Plans shall include:

Foundation Plan and Structural Framing Plans: provide foundation, floor, and roof plans of all full and partial levels. Use elevation datum reference consistent with the Architectural drawings. Coordinate floor elevations with the Architect. Coordinate and identify primary openings.

Structural Wall, Plan Details and Details shall include:

Provide wall, plan and detail sections as necessary to describe the construction. On structural steel stud framed walls, provide adequate information on the stud characteristics and framing details.

Mechanical Plans shall include:

1. Specifications:

Complete Sets of Specifications corrected to meet Standards.

2. Mechanical and Plumbing

All Mechanical and Plumbing systems shall be indicated on the contract drawings to include the following:

- a. All plumbing riser diagrams complete with pipe sizes, valve and fixture unit notations
- b. All piping riser diagrams representing each type of system complete with pipe sizes and valves and capacities.
- c. Plumbing and piping equipment connection details for all equipment/devices
- d. Plumbing drawings indicating all roof and storm system piping.
- e. Coil piping detail indicating all valve, drains, vents and piping arrangements.
- f. High temperature piping drawing showing all pipe, valves and fittings as found applicable.

- g. Heat exchanger piping connection details indicating all valves, drains and vent piping.
- h. Water heater and miscellaneous piping detail.
- i. Access doors as required for plumbing and piping access.
- j. Design calculations for plumbing, piping and HVAC.
- k. Equipment installation details where required.
- l. Cross section drawings where required.
- m. Control diagrams with detailed sequence of operations
- n. Drawings of each area showing double line supply, return, exhaust ductwork with corresponding riser diagrams.
- o. Air Flow Balancing Riser Diagram showing airflow quantities throughout the building including exhaust.
- p. Complete HVAC and Plumbing Equipment/Devices Schedule with capacities and design criteria.
- q. Detailed Mechanical Room drawings showing all equipment with cross section drawings where required.
- r. Show all fire dampers and/or combination smoke and fire dampers.
- s. Kitchen and fume hood exhaust systems including sizes of all ductwork including grease traps.
- t. Fire suppression sprinkler and standpipe system locations and main connections.
- u. Smoke control devices in ductwork as found applicable.
- v. Indicate type and size of all flues. BTUH input/output capacities and gas pipe sizing for equipment.
- w. Deliver one complete set of CADD files corrected to meet Standards prior to contract award.

Electrical Plans shall include:

Electrical service and distribution equipment location, transformers, electrical meter, main and sub-panel, etc.

Exit sign locations, light fixtures layout and emergency lighting.

Fixture type and schedule. Specify fixture types to minimize the number of lamp types required for maintenance.

Electrical outlets and circuits

Coordinated Tele/Data rough-out locations.

Fire alarm/detection system.

Light fixture schedule.

Panel circuit schedule/calculations.

One-line distribution system diagrams.

Coordinated door security system rough-out locations.

Specify fixture luminaires as to minimize the number of types required for maintenance.

Technical Specifications:

Shall include the Owner's Project Intent and written Basis for Design.

Describe structural, mechanical and electrical systems.

Complete specification sections for principle materials and finishes.

Remodel/addition projects should additionally indicate interface with existing conditions and limits of work within the existing building and provide information on the connection point data schedule. The importance of complete and thorough Specifications cannot be too strongly stressed. Specifications shall be carefully checked to include all items pertaining to the project and to eliminate inclusion of items not incorporated into the project. The terminology, references and abbreviations used on the drawings shall be consistent with the Specifications.

The Specifications shall include a complete summary list all required shop drawing, samples and product data.

The Specifications shall include a complete list of standard warranty and extended guarantee items and list of items for which operations and maintenance data are required.

The Architect shall be responsible for reviewing and approving Operations and Maintenance (O&M) Manuals from the Contractor(s) and delivering them to the MCIAA-Project Management Team.

The Specification shall include a summary list of Owner's Stock Items, additional quantities beyond that require to complete the construction to be used for future maintenance such as carpet, luminaires, paint, etc.

References to industry standards shall be checked to verify correct identification of number and date of issue.

During the reviews by MCIAA, the Specifications will be checked, but the Architect should not rely upon this, including requirement of this Design Guidance, in lieu of their careful preparation and personal checking.

Specifications shall be prepared using the CSI format.

This Manual incorporates certain requirements in the selection of materials and quality of workmanship to be incorporated in the technical sections of the Specifications.

The terms "to be", "must be" "should be" and will are not acceptable. The mandatory "shall" or "shall be" are the only forms with full legal force.

Throughout the Specifications, the Architect shall use a performance type description as far as possible, meeting certain established and recognized industry standards (e.g., ASTM). Where there is not feasible because such standards have not been established, list three equally acceptable manufacturers or suppliers. The name of one type followed by "or equal" or "approved equal" is not considered to be an adequate Specification. As a possible alternative to this procedure, the statement "equal to item 'X' as manufactured by 'ABC Company' will be acceptable as a means of establishing the quality desired. Approval of "equal" items shall not occur during bidding and issued in addenda.

For consistency in format the following rules should be observed:

- a. The term "Architect", refers to the Architect and/or Consultants and Engineers who prepares the documents. The terms should be capitalized.

- b. The term "Owner" should be capitalized, and no other term should be used in reference to the MCIAA and/or the Owner's Representative.
- c. References to the "Drawings" should be that, and not to less inclusive term "plans". Drawings refers to that portion of the Contract Documents.
- d. "Specification" should be capitalized when reference is made to those trade sections generally and refers to that portion of the Contract Documents.
- e. "General Conditions", "Supplementary Conditions", and "Special Conditions" are conditions of the Contract and are not parts of the Specifications.
- f. The term "Contractor" should be capitalized and refers to the prime Contractor and/or the Sub-contractor and Suppliers contracted directly by them.
- g. When reference is made to the "Contract" between a Contractor and the Owner it should be capitalized.
- h. The term Contract Documents refers to all documents identified in the Contract between Owner and Contractor and in the General Conditions.
- i. The term "Project", "Architect", "Owner" and "Owner's Representative" should be capitalized.

Project Manual

The "General Conditions", "Supplementary Conditions", "Special Conditions", and other building requirements should be bound together with the "Technical Specifications" to form the Project Manual. The Architect shall obtain special permission from the Owner's Representative before placing other documents such as schedules and detail drawings in the Project Manual. All pages shall be numbered. It is optional with the Architect that individual paragraphs have their own numbers.

An index or table of contents for the entire Project Manual is essential. The use of different colored paper for the major divisions is required as follows:

Boiler Plate

- Index – White
- Advertisement for Bids – Optional
- Instruction to Bidders – Provided by the Contractor
- Form of Bid – White – Provided by the Contractor
- General Conditions
- Supplementary Conditions
- Special Conditions – project specific modifications as reviewed and approved by the Owner.

Technical Specifications

- Architectural Specifications – White
- Mechanical Specifications – Blue (preferred)
- Electrical Specifications – Yellow (preferred)

Copies of the Project Manual should be bound in such a manner that they will not fall apart in use. Substantial cover stock and binders should be used.

The Project Manual should carry official Project title, Architect's and primary Consultants name and date on the cover. This date shall be the same that on the Drawings and, in the case were earlier editions exist, shall be titled Contract Edition. Architect's and Engineer's seals shall be placed on the title page.

Tabulation of Areas

The Architect shall prepare a final tabulation of areas (updated from Design Development Phase). The tabulation shall indicate the Net Assignable Square Meter (NASM) of all spaces.

Cost Estimate

The Architect shall advise the Owner of any adjustments in probable construction cost during this phase.

REVIEWS

At completion of the submittal for the Contract Documents Phase, the Architect is required to secure all required approvals necessary for the Building Permit. Copies of the governmental agency's review comments and the Architect resolution shall be provided to MCIAA with one (1) officially stamped and approved set of Contract Documents.

Because changes will probably be required, the reproduction in multiple copies for bidding should not be made until after the Reviews are completed.

The Contract Documents will be critically examined by the MCIAA to insure that the requirements of the Building Program are satisfied. The primary emphasis is to assure that the approved Design Development has been described in adequate technical terms to complete the Project on time and within budget. Some of the primary concerns are construction durability, life/safety related to the Codes, sustainability goals, building atmospheric controls, energy efficiency and general completeness/coordination of the documents. Compliance to all applicable Codes is the responsibility of the Architect and their Consultants.

The Scope of Work must be sufficiently defined in the documents to prevent unreasonable cost escalation during construction. The MCIAA's written and "redlined" comments will be transmitted to the Architect. The Architect and their Consultants shall respond to the MCIAA's comments and incorporated all necessary change into the final Contract Documents.

After the Contract Documents have been approved by the MCIAA, the Architect will be notified in writing to issue the final Contract Documents for Bidding.

5.) Contract Administration

- Attend Management and Technical Meetings at Site;

- Assist the contractor with the interpretation of the contract documents and to verify at the work conforms to the documents.
- Certify payments billed/earned by the contractor

B. Project and Construction Management

1) Project Management Services

Project management, being the management group for and on behalf of the Employer of the entire process necessary for the procurement of the design and the construction of the Project from the briefing through to commissioning and occupation taking into account the Employer's requirements in respect to aesthetics, quality, cost and time, including the following:

- Project administration as stated above.
- Establish MCIAA's needs.
- Advise the Employer on the need for other professionals and making recommendations.
- Conduct Feasibility Study and Cost Benefit Analysis for the Project.
- Prepare Project Timeline for the Project
- Prepare all documents and requirements of republic Act 9184 (RA 9184)
- Negotiate and agree on conditions of engagements with consultants.
- Analyze and prepare MCIAA's needs in details.
- Ensure that statutory consents are obtained.
- Prepare programs for all pre-contract and contract activities and monitoring progress and adjusting the program as necessary.
- Establish types of meetings, attendance, chairmanship and issuing of agendas and minutes.
- Obtain advices for MCIAA as to various insurances and/or warranties and ensuring compliance by those required to affect such insurances and/or warranties.
- Advise MCIAA on the form of contract and the method of contractor selection in conjunction with other professionals.
- Arrange lists of tenderers, the tender opening and credit checks, co-ordinating reports on tenders and making recommendations to the Employer.
- Establish a framework for monitoring progress, maintaining financial management and regularly reporting to the Employer.
- Coordinate inspections and handovers, ensuring that commissioning of the building and services is properly undertaken and obtaining test results, test certificates, as-built plans/drawings, maintenance manuals and guarantees.
- Establish the actual number of working days required to complete the PROJECT through PERT/CPM (includes scope of works/program of works/timeline and others) analysis of the project activities and corrected for holidays and weekends as part of the bid documents for the bidding of construction for the project;
- Establish the number of unworkable days considered unfavorable for the execution of works at the construction site based on the record of PAGASA.

- Specify the deliverable activities, documents and schedule for the submission of the deliverables and completion of the activities for the construction.
- Check for provision on design and construction supervision.
- Prepare all necessary bidding requirements for the construction of the project as defined in RA 9184.

2) Construction Management Phase

Construction management services, being the management group of the construction process of works executed under multiple direct contracts, from inception to completion, but without the acceptance of liability of the contractual risks associated with the role of the contractor, including the following:

- Coordinate with other professionals as necessary in order to establish the scope of work embodied in each component of the project.
- Coordinate and integrate the construction programs of the various works into an overall construction program, including ensuring timely delivery of the project.
- Coordinate with the Contractor the preparation of Over-all Program of Works/Schedule of Works for the whole Project to be done by the Contractor, relative to the progress of the project and submission of progress billings.
- Coordinate closely with the Contractor the execution of the construction process to ensure adherence to the overall construction program.
- Arrange and monitor execution of the construction processes to ensure adherence to the specification.
- Ensure that all necessary inspections are carried out.
- Arrange for and monitor the rectification of defective work including that arising during the contractual defects liability period.
- Review and approve billings of architectural and engineering components.
- Conduct final inspection and approves installed architectural and engineering components related items.
- Conduct final inspection of work and fixtures.
- Minimum number of key personnel on site.
 - 1 Project manager,
 - 1 Project Engineer or Assistant Engineer for each division (Civil, Electrical, Mechanical and ECE)
 - 1 Project Supervisor for each division (Civil, Electrical, Mechanical and ECE)
- Should have a Field Office within or adjacent to the jobsite.

3) Project Monitoring Phase

Monitoring and controlling consists of processes performed to observe project execution so that potential problems can be identified in a timely manner and corrective action can be taken, when necessary, to control

the execution of the project. The key benefit is that the project performance is observed and measured regularly to identify variances from the project management plan. Monitoring and controlling includes:

- Measuring the on-going project activities *'where we are');
- Inspecting and expediting work;
- Monitoring the project variables (cost, effort, scope, etc.) against the project management plan and project performance baseline (where we should be);
- Checking and verifying the quantities and qualities of work accomplished by the contractor as against the approved plans, specifications and scope of work;
- Identifying corrective actions to address issues and risks properly (How can we get on track again);
- Reviewing, verifying and recommending the approval of statements of work accomplished, progress billing, final billings and certificate of project completion;
- Influencing the factors that could circumvent integrated change control so only approved changes are implemented;
- Monitoring of delivery of materials including testing;
- Submitting monthly progress report on the status of the project.

Details of monthly progress report must include:

- Management summary;
- Key milestone table that represents significant project progress such as;
 - ✓ Division of works
 - ✓ Plan of completion date
 - ✓ Activities done 2 months ago prior to completion date
 - ✓ Current forecast and completion date
 - ✓ Actual completion date
- Progress and deviation from plan;
- Bar chart that includes scope of works with details, forecast and completion percentages and actual completion percentages

4) Project Administration service

Project administration services, being the administration of the construction processes on behalf of the employer from inception to completion, includes the following:

- Arranging, attending and keeping minutes of meetings.
- Preparing contract documents for signing and safekeeping of same.
- Establishing whether all insurances and guarantees have been effected.

- Arranging for the handling over of the site and pointing out of pegs, beacons and datum levels to the contractor.
- Receiving and attending to notices served in terms of the construction contract.
- Issuing instructions, payment certificates, financial statements and certificates of completion prepared by others and notifying those concerned about the status of their involvement.
- Deciding on any extension of the construction period and penalties.
- Determining disagreements, excluding services related to mediation, arbitration and litigation.

Interested consultants must submit their eligibility documents on or before **March 21, 2018 @ 2:00 P.M. at the BAC Office, MCIAA, Lapu-Lapu Airport Road, Lapu-Lapu City**. Applications for eligibility will be evaluated based on a non-discretionary “pass/fail” criterion.

4. The BAC shall draw up the short list of consultants from those who have submitted Eligibility Documents/Expression of Interest and have been determined as eligible in accordance with the provisions of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act”, and its Implementing Rules and Regulations (IRR). The shortlist shall consist of a maximum number of **three (3)** prospective bidders who will be entitled to submit bids. The criteria and rating system for shortlisting are as follows with a

CRITERIA	WEIGHTS
Experience	Thirty Percent (30%)
Qualification of Personnel	Fifty Percent (50%)
Current Work Load and Job Capacity	Twenty Percent (20%)

5. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the IRR of RA 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.

6. Bidders must submit the accomplished Eligibility Documents Submission Form together with all the eligibility requirements/documents. A copy of the template of said document is attached hereto as Annex A.
7. MCIAA shall evaluate bids using the **Quality-Cost Based Evaluation (QCBE)** procedure. The criteria and rating system for the evaluation of bids shall be provided in the instructions to Bidders in Part 2 of the Bidding Documents.
8. Complete details of the short-listing are indicated in the Part 1 of the Bidding Documents.
9. Prospective bidders may also view and download the Bidding Documents free of charge from the following websites: www.mciaa.gov.ph and

www.philgeps.gov.ph and shall be allowed to submit the eligibility documents not later than the date for the Submission and Receipt of Eligibility documents on March 21, 2018 @ 2:00 P.M.

10. Short-listed bidders should present to MCIAA's Collection Division Office located at the MCIAA Office Compound, Lapu-Lapu Airport Road, Lapu-Lapu City, either the Fee Slip for the Sale of Bidding Documents, which may be secured from BAC, or a copy of REI in effecting payment for the Bidding Documents in the amount of Fourteen Thousand Five Hundred Pesos (PhP 14,500.00).
11. Complete details of the project and the salient procedures for Second (2nd) Stage of the Bidding are indicated in the part 2 of the Bidding Documents which will be provided only to the short-listed bidders.
12. The contract shall be completed within a period of Fifteen (15) months commencing from the date of receipt by the winning bidder of the Notice to Proceed.
13. MCIAA reserves the right to reject any or all bids, annul the bidding process, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
14. MCIAA assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of their bids.
15. In accordance with the Government Procurement Policy Board (GPPB) Circular 06-2005 – Tie-Breaking Method, BAC shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is "DRAW LOTS", in the event that two or more bidders have been post-qualified and determined as the bidder having the Highest Rated Responsive Bid (HRRB) to determine the final bidder having the HRRB, based on the following procedures:
 - a) In alphabetical order, the bidders shall pick one rolled paper.
 - b) The lucky bidder who would pick the paper with a "CONGRATULATIONS" remark shall be declared as the final bidder having the HRRB and recommended for award of the contract.
16. Please address all communications to the Bids and Awards Committee through BAC Secretariat, BAC Office, Lapu-Lapu Airport Road, Lapu-Lapu City.

GLENN S. NAPULI
Bids and Awards Committee (BAC)
MCIAA

Section II. Eligibility Documents

1. Eligibility Criteria

- 1.1. The following persons/entities shall be allowed to participate in the bidding for Consulting Services:
 - (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines; or
 - (e) Persons/entities forming themselves into a joint venture, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest thereof shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- 1.2. When the types and fields of Consulting Services involve the practice of professions regulated by law, those who will actually perform the services shall be Filipino citizens and registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions specified in the **EDS**.
- 1.3. If the Request for Expression of Interest allows participation of foreign consultants, prospective foreign bidders may be eligible subject to the conditions stated in the **EDS**.
- 1.4. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

2. Eligibility Requirements

- 2.1. The following eligibility requirements, together with the Eligibility Documents Submission Form, shall be submitted on or before the date of the eligibility check specified in the Request for Expression of Interest and Clause 5 for purposes of determining eligibility of prospective bidders:

(a) Class “A” Documents –

Legal Documents

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 24.1 of the IRR, provided, that the winning Consultant shall register with PhilGEPS in accordance with Section 37.1.4 of the IRR;

Technical Documents

- (ii) Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period provided in the **EDS**. The statement shall include, for each contract, the following:
- (ii.1) the name and location of the contract;
 - (ii.2) date of award of the contract;
 - (ii.3) type and brief description of consulting services;
 - (ii.4) consultant’s role (whether main consultant, subconsultant, or partner in a JV)
 - (ii.5) amount of contract;
 - (ii.6) contract duration; and
 - (ii.7) certificate of satisfactory completion or equivalent document specified in the **EDS** issued by the client, in the case of a completed contract;
- (iii) 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 in accordance with Clause 1.2, including their respective curriculum vitae.

(b) Class “B” Document –

If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized

statements from all the potential joint venture partners in accordance with Section 24.1(b) of the IRR of RA 9184.

- 2.2. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.
- 2.3. Prospective bidders may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities through a JV or subcontracting arrangements, as appropriate. However, subconsultants may only participate in the bid of one short listed consultant. Foreign Consultants shall seek the participation of Filipino Consultants by entering into a JV with, or subcontracting part of the project to, Filipino Consultants.

3. Format and Signing of Eligibility Documents

- 3.1. Prospective bidders shall submit their eligibility documents through their duly authorized representative on or before the deadline specified in Clause 5.
- 3.2. Prospective bidders shall prepare an original and copies of the eligibility documents. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 3.3. The Eligibility Documents Submission Form shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the eligibility documents.
- 3.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the prospective bidder.

4. Sealing and Marking of Eligibility Documents

- 4.1. Prospective bidders shall enclose their original eligibility documents described in Clause 2.1, in a sealed envelope marked "ORIGINAL – ELIGIBILITY DOCUMENTS". Each copy thereof shall be similarly sealed duly marking the envelopes as "COPY NO. ____ - ELIGIBILITY DOCUMENTS". These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 4.2. The original and the number of copies of the eligibility documents as indicated in the **EDS** shall be typed or written in ink and shall be signed by the prospective bidder or its duly authorized representative/s.
- 4.3. All envelopes shall:
- (c) contain the name of the contract to be bid in capital letters;
 - (d) bear the name and address of the prospective bidder in capital letters;
 - (e) be addressed to the Procuring Entity's BAC specified in the **EDS**;
 - (f) bear the specific identification of this Project indicated in the **EDS**; and
 - (g) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of eligibility documents, in accordance with Clause 5.
- 4.4 Eligibility documents that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the documents as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked eligibility documents, or for its premature opening.

5. Deadline for Submission of Eligibility Documents

Eligibility documents must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the Request for Expression of Interest and the **EDS**.

6. Late Submission of Eligibility Documents

Any eligibility documents submitted after the deadline for submission and receipt prescribed in Clause 0 shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of submission and opening of eligibility documents, the Bidder's name, its representative and the time the eligibility documents were submitted late.

7. Modification and Withdrawal of Eligibility Documents

7.1. The prospective bidder may modify its eligibility documents after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline specified in Clause 5. The prospective bidder shall not be allowed to retrieve its original eligibility documents, but shall be allowed to submit another set equally sealed, properly identified, linked to its original bid marked as "ELIGIBILITY MODIFICATION" and stamped "received" by the BAC. Modifications

received after the applicable deadline shall not be considered and shall be returned to the prospective bidder unopened.

- 7.2. A prospective bidder may, through a letter of withdrawal, withdraw its eligibility documents after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of eligibility documents.
- 7.3. Eligibility documents requested to be withdrawn in accordance with this Clause shall be returned unopened to the prospective bidder concerned. A prospective bidder that withdraws its eligibility documents shall not be permitted to submit another set, directly or indirectly, for the same project. A prospective bidder that acquired the eligibility documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of eligibility documents.

8. Opening and Preliminary Examination of Eligibility Documents

- 8.1. The BAC will open the envelopes containing the eligibility documents in the presence of the prospective bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **EDS**. The prospective bidders' representatives who are present shall sign a register evidencing their attendance.

In case the submitted eligibility envelopes cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the said envelopes and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

- 8.2. Letters of withdrawal shall be read out and recorded during the opening of eligibility documents and the envelope containing the corresponding withdrawn eligibility documents shall be returned unopened to the withdrawing prospective bidder.
- 8.3. The eligibility documents envelopes and modifications, if any, shall be opened one at a time, and the following read out and recorded:
 - (h) the name of the prospective bidder;
 - (i) whether there is a modification or substitution; and
 - (j) the presence or absence of each document comprising the eligibility documents vis-à-vis a checklist of the required documents.
- 8.4. The eligibility of each prospective bidder shall be determined by examining each bidder's eligibility requirements or statements against

a checklist of requirements, using non-discretionary “pass/fail” criterion, as stated in the Request for Expression of Interest, and shall be determined as either “eligible” or “ineligible.” If a prospective bidder submits the specific eligibility document required, he shall be rated “passed” for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered “failed” for the particular eligibility requirement concerned. If a prospective bidder is rated “passed” for all the eligibility requirements, he shall be considered eligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as “eligible.” If a prospective bidder is rated “failed” in any of the eligibility requirements, he shall be considered ineligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as “ineligible.” In either case, the BAC chairperson or his duly designated authority shall countersign the markings.

9. Short Listing of Consultants

- 9.1. Only prospective bidders whose submitted contracts are similar in nature and complexity to the contract to be bid as provided in the **EDS** shall be considered for short listing.
- 9.2. The BAC shall draw up the short list of prospective bidders from those declared eligible using the detailed set of criteria and rating system to be used specified in the **EDS**.
- 9.3. Short listed consultants shall be invited to participate in the bidding for this project through a Notice of Eligibility and Short Listing issued by the BAC.

10. Protest Mechanism

Decision of the Procuring Entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Eligibility Data Sheet

Eligibility Documents	
1.2	<p>In accordance with Annex B of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, the services to be provided by consultants/bidders for this project are the following:</p> <ol style="list-style-type: none"> 1. Design 2. Project/Construction Management 3. Prepare detailed engineering activities such as: <ul style="list-style-type: none"> ✓ Feasibility or preliminary engineering study which establishes the technical viability of the project and conformance to land use and zoning guidelines prescribed by existing laws, and applicable codes and regulations. 4. Perform detailed engineering activities which include the following: <ul style="list-style-type: none"> ✓ Field Surveys and Investigations which include site, including aerial like conformance with CAAP Regulations for CAAP Clearance, hydrographic, topographic, hydrologic, sub-surface, monumenting and other surveys, and other geotechnical studies necessary and in accordance with the design guidelines/standards and criteria for the project ✓ Soils and Foundation Investigation ✓ Construction Materials Investigation ✓ Preparation of Design Plans ✓ Preparation of Design Standards ✓ Preparation of Technical Specifications 5. Preparation of Budget for the Project to Include Quantity Cost Estimates 6. Preparation of Programs of Work 7. Preparation of Proposed Construction Schedule/Project Timeline 8. Preparation of Site 9. Preparation of Utility Relocation Plan 10. Sun and Wind Orientation Analysis 11. Traffic Impact Assessment for parking requirement and its traffic impact in the vicinity 12. Preparation and submission of Design Report 13. Environmental Impact Statement for critical project as defined by the Department of Environment and Natural Resources (DENR), Preparation for Environmental Clearance Certificate (ECC) 14. Preparation of minimum requirements for a Construction Safety and Health Program 15. Preparation of Bid/Tender Documents for the project 16. Preparation of Contract Plans

	17. Preparation of Contract Time and Duration
1.3	No further instructions.
2.1	Bidders shall submit the accomplished Eligibility Documents Submission Form attached hereto under Annex A, together with the necessary eligibility documents on or before the date of the eligibility check.
2.1(a)(i.)	<p>Bidders shall submit a PhilGEPS Certificate of Registration and Membership if registered under the Platinum Category, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents, provided, that the winning bidder shall register with the PhilGEPS.</p> <p>Bidders shall ensure that all of the eligibility documents submitted to PhilGEPS are maintained and updated.</p> <p style="text-align: center;">OR;</p> <p>Bidders shall submit the following documents if the prospective bidder is registered in the PhilGEPS under the Blue Membership Category:</p> <p>a. For corporations. Partnerships and/or joint ventures a registration certificate from the Securities and Exchange Commission (SEC), for sole proprietorship a registration certificate from the Department of Trade and Industry (DTI), or for cooperatives a registration certificate from the Cooperative Development Authority (CDA);</p> <p>b. Valid 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>In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for the renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of R.A. 9184.</p> <p>c. Tax Clearance Certificate per Executive Order (E.O.) No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and</p>

	<p>d. Consultant's Audited Financial Statements (SFS), showing among others, the consultant's total current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year. In case the AFS for the preceding year is not yet available, said AFS should not be earlier than two (2) years from the deadline for the Submission and Receipt of Bids.</p>
2.1(a)(ii.)	<p>Bidders shall submit a Statement of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the last ten (10) years from the Submission, Receipt, Opening and Preliminary Examination of the Eligibility Documents (2007 to 2017).</p> <p>The Statement shall include, for each contract, the following:</p> <ul style="list-style-type: none"> (iv.1) the name and location of the contract; (iv.2) date of award of the contract; (iv.3) type and brief description of consulting services; (iv.4) consultants role (whether main consultant, subcontractor, Partner in a JV); (iv.5) amount of contract; (iv.6) contract duration; and (iv.7) certificate of satisfactory completion or equivalent document specified in the EDS issued by the client, in the case of a completed contract
2.1(a)(ii.7)	<p>In lieu of the Certificate of Satisfactory Completion, bidders shall submit copies of either of the following documents for all their completed contracts:</p> <ul style="list-style-type: none"> 1. Official Receipts, 2. Service Contract, 3. Certification that the consultant rendered satisfactory service issued by the client; or 4. Statement under oath that the consultant rendered satisfactory service.
(e)(a)(iii.)	<p>Bidders shall submit a stamen specifying the consultant's nationality and confirming that those who will actually preform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions, together with the following:</p> <ul style="list-style-type: none"> 1. Consultant's Qualification Statement (Please refer to Annex B for the required form) to be accomplished in three (3) copies and to be submitted to MCIAA's Bid and Awards Committee (BAC), which should include the following details: <ul style="list-style-type: none"> a. Complete name of firm, year established, country of registry if foreign, and type of organization whether individual,

proprietorship, partnership, corporation or others.

- b. Name of affiliated firms, their year established, countries of origin, and type of organization.
- c. Exact and complete home office, business address, telephone number/s, e-mail address/es and cable address.

For consulting firms of foreign registry, indicate if there is any branch office/s in the Philippines and where established.

- d. If present firm is the successor to or outgrowth of one or more predecessor firms, provide name/s of former entity/ies and the year/s of their original establishment.
- e. A brief narrative description (company profile) of the firm.

- f. Clear and accurate names of the principals of the consultant and key personnel. This sheet must be accompanied with the curriculum vitae showing position's qualifications on experience, degree/profession, training related to the profession, employment history, years with the firm, professional affiliations and language capability of the key personnel. Attached copies of their diplomas (for Masteral or Doctorate and other related courses), certificate/s for trainings, professional licenses and other pertinent documents/proofs to support or will serve as basis for the aforestated qualifications.

While some personnel maybe qualified in several disciplines, each person should be counted only once in accordance with his/her primary function.

- g. A list of number of personnel in the firm. Number of personnel by discipline.

2. Detailed Curriculum Vitae (CVs) of each of the Principal and Key Personnel assigned to the Project. The CV should contain at least the following information:

- a. Position's qualifications on experience;
- b. Degree/Profession;
- c. Training related to the profession;
- d. Employments history, years with the firm;
- e. Professional affiliations; and
- f. Language capability.

Please submit CVs of each of the following Key Personnel:

- a. Principal Architect/ Project Manager
- b. Architect

- c. Landscape Architect
- d. Civil Engineer
- e. Structural Engineer
- f. Professional Electrical Engineer
- g. Professional Mechanical Engineer
- h. Sanitary Engineer
- i. Electronics Communications Engineer or Electronics Engineer
- j. Acoustic Designer/ Specialist
- l. Interior Designer

3. Valid Professional Regulation Commission (PRC) License of the following key personnel:

- a. Principal Architect/ Project Manager
- b. Architect
- c. Landscape Architect
- d. Civil Engineer
- e. Structural Engineer
- f. Professional Electrical Engineer
- g. Professional Mechanical Engineer
- h. Sanitary Engineer
- i. Electronics and Communications Engineer or Electronics Engineer
- j. Interior Designer

4. Certificate or Certificates of Employment or any proof of completion of project for the following key personnel:

- a. Principal Architect/ Project Manager
- b. Architect
- c. Landscape Architect
- d. Civil Engineer
- e. Structural Engineer
- f. Professional Electrical Engineer
- g. Professional Mechanical Engineer
- h. Sanitary Engineer
- i. Electronics and Communications Engineer or Electronics Engineer
- j. Acoustic Designer/ Specialist
- k. Interior Designer

5. Training certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession/ degree of the following personnel:

- a. Principal Architect/ Project Manager
- b. Architect
- c. Landscape Architect
- d. Civil Engineer

	<ul style="list-style-type: none"> e. Structural Engineer f. Professional Electrical Engineer g. Professional Mechanical Engineer h. Sanitary Engineer i. Electronics and Communications Engineer or Electronics Engineer j. Acoustic Designer/ Specialist k. Interior Designer <p>6. Identification Card (ID) as member of the United Architects of the Philippines (UAP) for the Architect;</p> <p>7. Identification Card as member of the Philippine Institute of Civil Engineers (PICE) for the Civil Engineer;</p> <p>8. Identification Card (ID) Card from the Association of Structural Engineers of the Philippines (ASEP) or Certification form P.I.C.E. as a specialist being a structural engineer, or Certification from ASEP as a member for the Structural Engineer;</p>
2.1(b.)	<p>Valid Joint Venture Agreement (JVA), in case a joint venture is already in existence.</p> <p>In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful, shall be included in the bid.</p> <p>Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.</p> <p>Each partner of the joint venture shall submit the PhilGEPS Certificate of Registration and Membership in case the partner is registered with PhilGEPS under the Platinum Category. Otherwise, if the partner of the joint venture is registered with PhilGEPS under the Blue Membership Category, said partner should submit the following:</p> <ul style="list-style-type: none"> (a) Valid Registration certificate from SEC, DTI for sole Proprietorship, or CDA for cooperatives; (b) Valid Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; (c) Valid Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue; and

	<p>(d) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.</p> <p>The submission of technical and financial documents by any of the joint venture partners constitute compliance.</p>
0	<p>Each prospective bidder shall submit one (1) original and three (3) copies of its eligibility documents.</p>
(e)	<p>All envelopes shall, in accordance with the EDS, shall:</p> <ul style="list-style-type: none"> (a) contain the name of the contract to be bid in capital letters; <p style="text-align: center;">PROCUREMENT OF CONSULTING SERVICE FOR THE DESIGN AND PROJECT MANAGEMENT OF OPERATIONS BUILDING INCLUDING SITE DEVELOPMENT</p> <ul style="list-style-type: none"> (b) bear the name and address of the prospective bidder in capital letters; (c) be addressed to the Procuring Entity's BAC specified in the EDS; <p style="text-align: center;">BIDS AND AWARDS COMMITTEE (BAC) MACTAN-CEBU INTERNATIONAL AIRPORT AUTHORITY</p> <ul style="list-style-type: none"> (d) bear a warning "DO NOT OPEN BEFORE ..." the date and time for the opening of eligibility documents, in accordance with Clause 5.
(f)	<p>In carrying out the project, MCIAA requires the following:</p> <ul style="list-style-type: none"> a) Engagement of the services of an experienced and qualified domestic consultant that possesses the exquisite knowledge, expertise and background, specifically in the field of architecture and engineering to provide the design and construction supervision to guarantee the successful execution of the project; and b) Address the need for services of a Project Management and Design Team that will assist MCIAA in the efficient design, management and construction of the Operations Building including Site Development.

0	<p>The address for submission of eligibility documents is BIDS AND AWARDS COMMITTEE, Mactan-Cebu International Airport Authority, Lapu-Lapu Airport Road, Lapu-Lapu City.</p> <p>The deadline for submission of eligibility documents is _____, 2018 (____), 10:00 a.m.</p>																																									
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0	<p>Similar Contracts shall refer to Project Management and Design of a Multi-Story Building.</p>																																									
	<p>The detailed set of criteria and rating system to be used by MCIAA for the short listing of consultants are as follows:</p> <p><u>THE CRITERIA AND RATING SYSTEM</u></p> <table border="1" data-bbox="339 999 1327 2038"> <tr> <td data-bbox="339 999 400 1066">1.</td> <td data-bbox="400 999 1161 1066">APPLICABLE EXPERIENCE</td> <td data-bbox="1161 999 1327 1066">30 points</td> </tr> <tr> <td></td> <td data-bbox="400 1066 1161 1211">a. Completed consulting and management services of size, complexity and technical specialty comparable to job under consideration in the last ten (10) years. 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	<table border="1" data-bbox="400 1211 1161 1406"> <thead> <tr> <th data-bbox="400 1211 970 1256">PROFESSIONAL FEE</th> <th data-bbox="970 1211 1161 1256">RATING</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 1256 970 1290">5 million and below</td> <td data-bbox="970 1256 1161 1290">1</td> </tr> <tr> <td data-bbox="400 1290 970 1323">Above 5 million to 10 million</td> <td data-bbox="970 1290 1161 1323">2</td> </tr> <tr> <td data-bbox="400 1323 970 1357">Above 10 million to 20 million</td> <td data-bbox="970 1323 1161 1357">3</td> </tr> <tr> <td data-bbox="400 1357 970 1406">Above 20 million</td> <td data-bbox="970 1357 1161 1406">4</td> </tr> </tbody> </table>	PROFESSIONAL FEE	RATING	5 million and below	1	Above 5 million to 10 million	2	Above 10 million to 20 million	3	Above 20 million	4																															
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	The rating under these criteria shall be determined by the largest single project handled by the consultant in the Philippines which is most suitable to the required service involving 4-storey (minimum) office building.																																									
	b. Other completed consulting and management services other than the job under consideration in the last ten (10) years (maximum point = 10)	10																																								
	<table border="1" data-bbox="400 1704 1161 1899"> <thead> <tr> <th data-bbox="400 1704 970 1749">PROFESSIONAL FEE</th> <th data-bbox="970 1704 1161 1749">RATING</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 1749 970 1783">5 million and below</td> <td data-bbox="970 1749 1161 1783">1</td> </tr> <tr> <td data-bbox="400 1783 970 1816">Above 5 million to 10 million</td> <td data-bbox="970 1783 1161 1816">2</td> </tr> <tr> <td data-bbox="400 1816 970 1850">Above 10 to 20 million</td> <td data-bbox="970 1816 1161 1850">3</td> </tr> <tr> <td data-bbox="400 1850 970 1899">Above 20 million</td> <td data-bbox="970 1850 1161 1899">4</td> </tr> </tbody> </table>	PROFESSIONAL FEE	RATING	5 million and below	1	Above 5 million to 10 million	2	Above 10 to 20 million	3	Above 20 million	4																															
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	The rating under these criteria shall be determined by the largest single project handled by the consultant in the Philippines which may be considered related to the same completed project																																									

		involving any of the following, namely: office buildings (3-storey and below), malls, hospitals and other horizontal/vertical construction but falls short in desired details in the scope of services.																									
		Scoring: Score = Rating X Max. Pt. / Max Rating																									
	2.	QUALIFICATION OF KEY PERSONNEL THAT MAY BE ASSIGNED TO THE JOB	50 points																								
		Key Personnel:																									
		<p>Principal Architect/Project Manager (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Architecture with valid PRC license, registered since year 2007 or earlier. (Reference Document: PRC License) ▪ With minimum ten (10) years of experience on design and/or building construction management. (Reference Document: Certificate of Employment of design and/or construction management or any proof of completion of project) ▪ With educational training in the fields of construction management and other related works. (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession/degree) ▪ Preferably with Doctorate or Master's Degree or other degree related to the profession. (Reference Document: Diploma) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R1)</th> </tr> </thead> <tbody> <tr> <td rowspan="4" style="text-align: center; vertical-align: middle;">YEARS OF EXPERIENCE (P1 = 50%)</td> <td style="text-align: center;">More than 14 years</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">13 to 14 years</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">11 to 12 years</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">10 years</td> <td style="text-align: center;">1</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R2)</th> </tr> </thead> <tbody> <tr> <td rowspan="4" style="text-align: center; vertical-align: middle;">DEGREE (P2 = 30%)</td> <td style="text-align: center;">Doctorate</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">Master Degree</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">Graduate of other related course</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">Licensed</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	Description		Rating (R1)	YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4	13 to 14 years	3	11 to 12 years	2	10 years	1	Description		Rating (R2)	DEGREE (P2 = 30%)	Doctorate	4	Master Degree	3	Graduate of other related course	2	Licensed	1	8
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	4 to 5 trainings 3											
	2 to 3 trainings 2											
	2 training 1											
	<p data-bbox="416 1066 571 1095">Architect (1)</p> <ul data-bbox="416 1140 1150 1906" style="list-style-type: none"> ▪ Graduate of B.S. in Architecture with valid PRC license, registered since year 2007 or earlier. (Reference Document: PRC License) ▪ With minimum ten (10) years of experience on architectural design. (Reference Document: Certificate of Employment as an Architect or any proof of completion of project) ▪ With educational training on architectural design, trainings registered at/under UAP (United Architects of the Philippines) (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) ▪ Knowledge on architectural design using facility of Computer-Aided Design (CAD). (Reference Document: Training Certificate or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree). <table border="1" data-bbox="416 1944 1150 2000"> <thead> <tr> <th data-bbox="416 1944 970 2000">Description</th> <th data-bbox="970 1944 1150 2000">Rating (R1)</th> </tr> </thead> </table>	Description	Rating (R1)	5								
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	2 training	1													
		<p>Notes:</p> <ol style="list-style-type: none"> 4. Doctorate, Master's Degree, or other Degree must be related to the practice profession; 5. Nine (9) compounded training days is equivalent to One (1) training; and 6. Years of experience in profession. <p>SCORING:</p> <ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 													
		<p>Landscape Architect (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Landscape Architecture with valid PRC license, registered since year 2007 or earlier. (Reference Document: PRC License) ▪ With minimum ten (10) years of experience on landscape design. (Reference Document: Certificate of Employment as a Landscape Architect or any proof of completion of project) ▪ With educational training on landscape design. 	5												

(Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree)

- Preferably with Doctorate or Master's degree or other degree related to the profession.
(Reference Document: Diploma)

Description		Rating (R1)
YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4
	13 to 14 years	3
	11 to 12 years	2
	10 years	1

Description		Rating (R2)
DEGREE (P2 = 30%)	Doctorate	4
	Master Degree	3
	Graduate of other related course	2
	Licensed	1

Description		Rating (R3)
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
	4 to 5 trainings	3
	2 to 3 trainings	2
	2 training	1

Notes:

7. Doctorate, Master's Degree, or other Degree must be related to the practice profession;
8. Nine (9) compounded training days is equivalent to One (1) training; and
9. Years of experience in profession.

SCORING:

- Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3)
- Score = Initial Score X Max. Point / (Max Rating (4))

Civil Engineer (1)**5**

- Graduate of B.S. in Civil Engineering with valid PRC license, registered since year 2007 or earlier.
(Reference Document: PRC License)
- With minimum ten (10) years of experience on his/her profession.
(Reference Document: Certificate of Employment as a Civil Engineer or any proof of completion of project)
Member of Philippine Institute of Civil Engineers (P.I.C.E.).
[Reference Document: Philippine Institute of Civil Engineers (P.I.C.E.) I.D.]
- With educational training on civil engineering and/or construction management, registered at/under P.I.C.E. (Philippine Institute of Civil Engineers).
(Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree)
- Preferably with Doctorate or Master's degree or other degree related to the profession.
(Reference Document: Diploma)

Description		Rating (R1)
YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4
	13 to 14 years	3
	11 to 12 years	2
	10 years	1

Description		Rating (R2)
DEGREE (P2 = 30%)	Doctorate	4
	Master Degree	3
	Graduate of other related course	2
	Licensed	1

Description		Rating (R3)
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
	4 to 5 trainings	3
	2 to 3 trainings	2

			2 training	1													
		<p>Notes:</p> <p>10. Doctorate, Master's Degree, or other Degree must be related to the practice profession;</p> <p>11. Nine (9) compounded training days is equivalent to One (1) training; and</p> <p>12. Years of experience in profession.</p> <p>SCORING:</p> <ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 															
		<p>Structural Engineer (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Civil Engineering with valid PRC license, registered since year 2007 or earlier. (Reference Document: PRC License) ▪ With minimum ten (10) years of experience on his/her profession. (Reference Document: Certificate of Employment as a Structural Engineer or any proof of completion of project) ▪ Duly Accredited Structural Engineer. (Reference Document: ASEP I.D. or Certification from P.I.C.E. as a Specialist being a Structural Engineer or Certification from ASEP as a member) ▪ With educational training on civil or structural engineering design registered at/under Philippine Institute of Civil Engineers P.I.C.E. or Association of Structural Engineers of the Philippines (ASEP). (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) <table border="1" data-bbox="416 1653 1150 1966"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R1)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">YEARS OF EXPERIENCE (P1 = 50%)</td> <td>More than 14 years</td> <td>4</td> </tr> <tr> <td>13 to 14 years</td> <td>3</td> </tr> <tr> <td>11 to 12 years</td> <td>2</td> </tr> <tr> <td>10 years</td> <td>1</td> </tr> </tbody> </table>			Description		Rating (R1)	YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4	13 to 14 years	3	11 to 12 years	2	10 years	1	5
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YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4															
	13 to 14 years	3															
	11 to 12 years	2															
	10 years	1															

		Description	Rating (R2)
DEGREE (P2 = 30%)	Doctorate	4	
	Master Degree	3	
	Graduate of other related course	2	
	Licensed	1	
		Description	Rating (R3)
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4	
	4 to 5 trainings	3	
	2 to 3 trainings	2	
	2 training	1	
Notes:			
13. Doctorate, Master's Degree, or other Degree must be related to the practice profession;			
14. Nine (9) compounded training days is equivalent to One (1) training; and			
15. Years of experience in profession.			
SCORING:			
<ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 			
Professional Electrical Engineer (1)			5
<ul style="list-style-type: none"> ▪ Must be a Professional Electrical Engineer with valid PRC license. (Reference Document: valid PRC License as a Professional Electrical Engineer and other proof that he is a duly licensed electrical engineer for a minimum of 10 years) ▪ With minimum ten (10) years of experience on his/her profession. (Reference Document: Certificate of Employment as a Professional Electrical Engineer or any proof of completion of project) ▪ With educational training on electrical design. (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other 			

degree related to the profession.
(Reference Document: Diploma)

Description		Rating (R1)
YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4
	13 to 14 years	3
	11 to 12 years	2
	10 years	1

Description		Rating (R2)
DEGREE (P2 = 30%)	Doctorate	4
	Master Degree	3
	Graduate of other related course	2
	Licensed	1

Description		Rating (R3)
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
	4 to 5 trainings	3
	2 to 3 trainings	2
	2 training	1

Notes:

16. Doctorate, Master's Degree, or other Degree must be related to the practice profession;
17. Nine (9) compounded training days is equivalent to One (1) training; and
18. Years of experience in profession.

SCORING:

- **Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3)**
- **Score = Initial Score X Max. Point / (Max Rating (4))**

Professional Mechanical Engineer (1)

5

- Must be a Professional Mechanical Engineer with valid PRC license.
(Reference Document: valid PRC License as a

Professional Mechanical Engineer and other proof that he is a duly licensed electrical engineer for a minimum of 10 years)

- With minimum ten (10) years of experience on his/her profession.
(Reference Document: Certificate of Employment as a Professional Mechanical Engineer or any proof of completion of project)
- With educational training on mechanical design.
(Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree)
- Preferably with Doctorate or Master's degree or other degree related to the profession.
(Reference Document: Diploma)

Description		Rating (R1)
YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4
	13 to 14 years	3
	11 to 12 years	2
	10 years	1

Description		Rating (R2)
DEGREE (P2 = 30%)	Doctorate	4
	Master Degree	3
	Graduate of other related course	2
	Licensed	1

Description		Rating (R3)
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
	4 to 5 trainings	3
	2 to 3 trainings	2
	2 training	1

Notes:

19. Doctorate, Master's Degree, or other Degree must be related to the practice profession;

20. Nine (9) compounded training days is equivalent to One

	<p>(1) training; and</p> <p>21. Years of experience in profession.</p> <p>SCORING:</p> <ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 																													
	<p>Sanitary Engineer (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B. S. Sanitary Engineering or B.S. in Environmental and Sanitary Engineering with valid PRC license, registered since year 2007 or earlier. (Reference Document: valid PRC license) ▪ With minimum ten (10) years of experience on his/her profession. (Reference Document: Certificate of Employment as a Sanitary or Environmental and Sanitary Engineer or any proof of completion of project) ▪ With educational training on sanitary engineering or environmental and sanitary engineering such as waterworks, sewage, and drainage systems. (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) <table border="1" data-bbox="416 1261 1150 1574"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R1)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">YEARS OF EXPERIENCE (P1 = 50%)</td> <td>More than 14 years</td> <td>4</td> </tr> <tr> <td>13 to 14 years</td> <td>3</td> </tr> <tr> <td>11 to 12 years</td> <td>2</td> </tr> <tr> <td>10 years</td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="416 1615 1150 1928"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R2)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">DEGREE (P2 = 30%)</td> <td>Doctorate</td> <td>4</td> </tr> <tr> <td>Master Degree</td> <td>3</td> </tr> <tr> <td>Graduate of other related course</td> <td>2</td> </tr> <tr> <td>Licensed</td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="416 1966 1150 2027"> <thead> <tr> <th>Description</th> <th>Rating (R3)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Description		Rating (R1)	YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4	13 to 14 years	3	11 to 12 years	2	10 years	1	Description		Rating (R2)	DEGREE (P2 = 30%)	Doctorate	4	Master Degree	3	Graduate of other related course	2	Licensed	1	Description	Rating (R3)			4
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			4 to 5 trainings	3											
			2 to 3 trainings	2											
			2 training	1											
		<p>Notes:</p> <p>22. Doctorate, Master's Degree, or other Degree must be related to the practice profession;</p> <p>23. Nine (9) compounded training days is equivalent to One (1) training; and</p> <p>24. Years of experience in profession.</p> <p>SCORING:</p> <ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 													
		<p>Electronics and Communications Engineer or Electronics Engineer (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B. S. Electronics Engineering or B.S. in Electronics and Communication Engineering with valid PRC license, registered since year 2007 or earlier. (Reference Document: valid PRC license) ▪ With minimum ten (10) years of experience on his/her profession. (Reference Document: Certificate of Employment as an Electronics Engineer or Electronics and Communications Engineer any proof of completion of project) ▪ With educational training on electronics or electronics and communications design. (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) <table border="1" data-bbox="416 1731 1145 1980"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R1)</th> </tr> </thead> <tbody> <tr> <td rowspan="3">YEARS OF EXPERIENCE (P1 = 50%)</td> <td>More than 14 years</td> <td>4</td> </tr> <tr> <td>13 to 14 years</td> <td>3</td> </tr> <tr> <td>11 to 12 years</td> <td>2</td> </tr> </tbody> </table>			Description		Rating (R1)	YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4	13 to 14 years	3	11 to 12 years	2	4
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		<p>Acoustic Designer/Specialist (1)</p> <ul style="list-style-type: none"> ▪ Graduate of any four or five year course (Reference Document: Diploma) ▪ With minimum five (5) years of experience on his/her profession. (Reference Document: Certificate of Employment as Acoustic Designer any proof of completion of project) ▪ With educational training on acoustic design. (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) 		2											

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	<p>Interior Designer (1)</p> <ul style="list-style-type: none"> ▪ Graduate of Interior Design Course with valid PRC license. (Reference Document: valid PRC license) ▪ With minimum ten (10) years of experience on his/her profession. 	2																																				

(Reference Document: Certificate of Employment as Interior Designer any proof of completion of project)

- With educational training on interior design.
(Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree)
- Preferably with Doctorate or Master's degree or other degree related to the profession.
(Reference Document: Diploma)

Description		Rating (R1)
YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4
	13 to 14 years	3
	11 to 12 years	2
	10 years	1

Description		Rating (R2)
DEGREE (P2 = 30%)	Doctorate	4
	Master Degree	3
	Graduate of other related course	2
	Licensed	1

Description		Rating (R3)
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
	4 to 5 trainings	3
	2 to 3 trainings	2
	2 training	1

Notes:

31. Doctorate, Master's Degree, or other Degree must be related to the practice profession;
32. Nine (9) compounded training days is equivalent to One (1) training; and
33. Years of experience in profession.

SCORING:

		<ul style="list-style-type: none"> Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) Score = Initial Score X Max. Point / (Max Rating (4)) 	
	3.	JOB CAPACITY	20 points
		a. Number of Technical Personnel (maximum point = 10)	10
		NO. OF PERSONNEL	RATING
		More than 20	4
		16 to 20	3
		11 to 15	2
		Less than 11	1
		b. Number of Affiliated Firms (maximum point = 10)	10
		NO. OF FIRMS	RATING
		1 firm	4
		2 firms	3
		3 firms	2
		4 or more firms	1
		Scoring:	
		Score = $\frac{\text{Rating} \times \text{Max. Point}}{\text{Max. Rating}}$	
		PASSING SCORE = 75 points	

ANNEX A

ELIGIBILITY DOCUMENTS SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

In line with this submission, we certify that:

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

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

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

Yours sincerely,

Signature
Name and Title of Authorized Signatory
Name of Consultant
Address

ANNEX B

CONSULTANT'S QUALIFICATION STATEMENT FORM		Date:				
CONSULTANT	Year Establish	Type of Organization				
		Country	Indiv.	Part.	Corp.	Other
1) NAME						
2) AFFILIATED FIRMS						
3) HOME OFFICE/BUSINESS ADDRESS/TEL. NOS.E-MAIL ADDRESS/CABLE ADDRESS/FAX NO.						
4) FORMER CONSULTANT'S NAME & YEAR ESTABLISHED FIRM OWNERSHIP						
5) NARRATIVE DESCRIPTION OF THE FIRM (Use other sheet if necessary)						

6) PRINCIPAL KEY PERSONNEL OF THE FIRM

NAME AND TITLE	DEGREES	TRAINING RELATED	EMPLOYMENT HISTORY	YEARS WITH THE FIRM	AGE	PROFESSIONAL AFFILIATION	NUMBER OF YEARS EXPERIENCE	STATE DESCRIPTION OF THE EXPERIENCE INCLUSIVE DATES AND FROM WHAT FIRM	LANGUAGE CAPABILITY
<p><i>(ATTACH CURRICULUM VITAE SHOWING QUALIFICATIONS ON EXPERIENCE, DEGREE/PROFESSION, TRAINING RELATED TO THE PROFESSION, EMPLOYMENT HISTORY, YEARS WITH THE FIRM, AGE, PROFESSIONAL AFFILIATION AND LANGUAGE CAPABILITY)</i></p> <p><i>(ATTACH COPIES OF THEIR DIPLOMA/S (for Masteral or Doctorate and other related courses), CERTIFICATE/S FOR TRAININGS, PROFESSIONAL LICENSES AND OTHER PERTINENT DOCUMENTS/PROOFS TO SUPPORT OR WILL SERVE AS BASIS FOR THE AFORESTATED QUALIFICATIONS)</i></p>									

7) NUMBER OF PERSONNEL IN PRESENT ORGANIZATION

DISCIPLINE	NUMBER

I CERTIFY THAT THE INFORMATION IN THE ABOVE CONSULTANT'S QUALIFICATION STATEMENT FORMS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

PRESIDENT

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2018

at _____, affiant exhibited to to me his/her Community Tax Certificate No. _____

issued at _____ on _____, 2018.

NOTARY PUBLIC

**GUIDELINES IN THE PREPARATION OF CONSULTANT'S QUALIFICATION STATEMENT
(FOR SHORT LISTING)**

The Qualification Statement of the bidder for the services shall fill up the endorsed form in three (3) copies and shall be submitted to the MCIAA through the Bids and Award Committee (BAC).

The numbers below correspond to the numbers contained in the enclosed form.

1. Type complete name of firm, their year established, country of registry if foreign, and type of organization whether individual, proprietorship, partnership, corporation or others.
2. Name of affiliate firms, their year established, countries of origin, and type of organization.
3. Type/indicate exact and complete home office, business address, telephone number/s, e-mail address/es and cable address. For consulting firms of foreign registry, indicate if there is any branch office/s established in the Philippines and were established.
4. If present firm is the successor to or outgrowth of one or more predecessor firms, type name/s of former entity/ies and the year/s of their original establishment.
5. Present a brief narrative description (company profile) of the firm.
6. Indicate clearly and accurately the name of the principal of the consultant and key personnel. This sheet must be accompanied with the curriculum vitae showing position's qualifications on experience, degree/profession, training related to the profession, employment history, years with the firm, professional affiliations and language capability of the key personnel. Attach copies of their diploma/s (for Masteral or Doctorate and other related courses), Certificate/s for trainings, professional licenses and other pertinent documents/proof to support or will serve as basis for the afore stated qualifications.

While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with his/her primary function.

7. A list of number of personnel in the firm. Number of personnel by discipline.

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of Procuring Entity]* (hereinafter called the "Entity") and *[name and address of Consultant]* hereinafter called the "Consultant").

WHEREAS, the Entity is desirous at the Consultant execute *[name and identification number of contract]* (hereinafter called "the Works") and the Entity has accepted the bid for *[insert the amount in specified currency in number and words]* by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of the Contract;
 - (b) Terms of Reference
 - (c) Request for Expression of Interest;
 - (d) Instruction to Bidders;
 - (e) Bid Data Sheet;
 - (f) Addenda and/or Supplemental Bid Bulletins, if any;
 - (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (h) Eligibility requirements documents and/or statements;
 - (i) Performance security;
 - (j) Notice of Award of Contract and the Bidder's conforme thereto;
 - (k) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.

4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Binding Signature of Procuring Entity

Binding Signature of Consultant

Section I. Notice of Eligibility and Short Listing

[Insert Date]

[Name and Address of Short Listed Consultant]

Dear *[Addressee]*:

1. The Mactan-Cebu International Airport Authority (hereinafter called “Procuring Entity” has received financing (hereinafter called “funds”) from Corporate Budget for CY2018 (hereinafter called the “Funding Source”) toward the cost of the **Procurement of Consulting Services for the Design and Project Management of Operations Building**. The Procuring Entity intends to apply a portion of the funds in the amount of **Fourteen Million Four Hundred Fifty Thousand Pesos (PhP 14,450,000.00)** to eligible payments under the contract for the **Consulting Services for the Design and Project Management of Operations Building** for which the Bidding Documents is issued.
2. The Mactan-Cebu International Airport Authority now invites bids to provide the following Consulting Services:
 - OBJECTIVES OF THE SERVICES:
 - a. To perform the master planning of the 5,000 square meter property. Site development and provisions for aesthetics / landscape shall be in consonance with the design concept of the entire site. Similarly, it shall include parking, road network, drainage system, guardhouse and entrance/access gate;
 - b. To design the office building that is functional, cost efficient and to provide an adequate and more conducive working environment for MCIAA employees, to bring the departments under the same roof for convenient and easier coordination. With approximate floor area of 8,800 square meters.
 - c. To conduct all necessary survey and mapping, prepare all documents and to secure all permits, certificates, clearances and licenses needed for the project;
 - d. To prepare, manage, monitor and coordinate in creating/developing works for preparation of plans of structure, Bidding Documents, Terms of Reference (TOR), Technical Specifications and Tender Documents (including the Draft Contract) for the procurement of the Contractor for the construction of the building as well as, to provide advisory services to MCIAA during the procurement of a Contractor including, among others, in the evaluation of bids submitted by prospective bidders and bid-out thru Republic Act 9184.
 - e. To Manage, monitor, coordinate, plan, forecast and schedule the design and construction of the project.

- f. To prepare and monitor timeline for the project and give solutions to problems that will be encountered; and
 - g. To Manage and monitor the completion of the project in given time and within given approved budget.
- SCOPE OF THE PROJECT:
- a. Design
 - b. Project/Construction Management
 - c. Preparation of detailed engineering activities such as:
 - Feasibility or preliminary engineering study which will establish the technical viability of the project and conformance to land use and zoning guidelines prescribed by existing laws.
 - d. Perform detailed engineering to include the following:
 - Field surveys and investigations to include site, aerial like conformance to CAAP Clearance, hydrographic, topographic, hydrologic, sub-surface, monumenting and other surveys and other geotechnical studies necessary and in accordance with the design guideline/standards and criteria for the project.
 - Soils and foundation investigation
 - Construction Materials Investigation
 - Preparation of Design Plans
 - Preparation of Design Standards
 - Preparation of Technical Specifications
 - e. Preparation of Budget for the Project to include Quantity and Cost Estimates
 - f. Preparation of Programs of Work
 - g. Preparation of Proposed Construction Schedule/Project Timeline
 - h. Preparation of Site
 - i. Preparation of Utility Relocation Plan
 - j. Preparation and Submission of Design Report
 - k. Environment Impact Statement for critical project as defined by the Department of Environment and Natural Resources (DENR), Preparation of Environment Clearance Certificate (ECC)

- l. Preparation of minimum requirements for a Construction Safety and Health Program for the project
- m. Preparation of Bid/Tender Documents for the project
- n. Preparation of Contract Plans
- o. Preparation of Contract Time and Duration

More details on the services are provided in the Terms of Reference (TOR) for the project.

3. The Consultant shall be selected and employed in accordance with the **Quality-Cost Based Evaluation (QCBE)** procedures as described in the bidding documents.

The details of the criteria and rating system for QCBE are as follows with a passing mark for qualification of **Seventy-Five Percent (75%)**:

1.	EXPERIENCE AND CAPABILITY OF FIRM	10 POINTS										
	<p>a. Record of previous engagement in similar project in the last ten (10) years (Minimum point = 5)</p> <p><i>[Rating for these criteria shall be determined from the previous completed biggest projects such as 4-storey (minimum) office building handled by the consultant requisite or similar to the desired services in the last ten (10) years.]</i></p> <p><i>[Total Professional Fee of the Projects, Maximum of 5 projects.]</i></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Total Professional Fee</th> <th>Rating</th> </tr> </thead> <tbody> <tr> <td>P20M and above</td> <td style="text-align: center;">4</td> </tr> <tr> <td>P10M to below P20M</td> <td style="text-align: center;">3</td> </tr> <tr> <td>P5M to below P10M</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Below P5M</td> <td style="text-align: center;">1</td> </tr> </tbody> </table> <p>Total Professional Fee (TPF) = Prof. Fee1+Prof. Fee2+Prof. Fee3+.....</p> <p>Score = Rating X Max. Pt. / Max. Rating</p>	Total Professional Fee	Rating	P20M and above	4	P10M to below P20M	3	P5M to below P10M	2	Below P5M	1	5
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Below P5M	1											
	<p>b. Record of previous engagement in other projects in the last ten (10) years (Maximum point = 2)</p> <p><i>[Rating for these criteria shall be determined by other completed projects handled by the consultant involving any of the following namely, office buildings (3-storey and below), malls, hospitals or other horizontal/vertical construction handled by the Consultant in the last ten (10) years.]</i></p> <p><i>(Maximum of 5 projects.)</i></p>	2										

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Below P5M	1											
	<p>c. Relationship with previous and current clients, considering repeat engagements as consultants (Maximum point = 1)</p> <table border="1"> <tr> <td>No. of completed/current projects w/ same agency</td> <td>Rating</td> </tr> <tr> <td>4 or more</td> <td>4</td> </tr> <tr> <td>3</td> <td>3</td> </tr> <tr> <td>2</td> <td>2</td> </tr> <tr> <td>1</td> <td>1</td> </tr> </table> <p>Score = Rating X Max. Pt. / Max. Rating</p>	No. of completed/current projects w/ same agency	Rating	4 or more	4	3	3	2	2	1	1	1
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2	2											
1	1											
	<p>d. Over-all work commitments of current/committed projects in the last ten (10) years (Maximum point = 2)</p> <table border="1"> <tr> <td>No. of completed/current projects w/ same agency</td> <td>Rating</td> </tr> <tr> <td>4 or more</td> <td>4</td> </tr> <tr> <td>3</td> <td>3</td> </tr> <tr> <td>2</td> <td>2</td> </tr> <tr> <td>1</td> <td>1</td> </tr> </table> <p>Score = Rating X Max. Pt. / Max. Rating</p>	No. of completed/current projects w/ same agency	Rating	4 or more	4	3	3	2	2	1	1	2
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4 or more	4											
3	3											
2	2											
1	1											
2.	PLAN OF APPROACH AND METHODOLOGY	30 points										
	<p>a. Substance of the proposal as to Plan of approach and interpretation of project problems and solution. (Maximum points =15)</p> <p>Submittal: Power Point Presentation (in print, A4 size paper explaining their Plan of Approach and Interpretation of project problems and solutions.</p> <p>A maximum of fifteen (15) points will be given to the bidder for the clarity of substance of methodology and work plan developed to accomplish the project requirements as outlined in the Terms of References.</p> <p>A reduction of one (1) point will be applied for each questionable or clarification on the methodology and work plan, interpretation of</p>	15										

	project problems and solutions but not exceed the maximum reduction of ten (10) points.	
	<p>b. Completeness of the proposal, compliance with mandatory requirements and no omission as to how any work shall be carried out as outlined in the Terms of Reference. (maximum points = 5)</p> <p>Submittal: Power Point Presentation (in print, A4 size paper explaining their Plan of Approach and Interpretation of project problems and solutions.</p> <p>All submitted proposals on methodology shall be in conformity with mandatory requirements which include the following impositions, one (1) point is given for each composition, 1.e. detailed activity, work schedules, team composition, tasking and reportorial schedules but not to exceed total of five (5) points.</p>	5
	<p>c. Clarity of methods and approaches to be used, their soundness and practicability to Philippine condition. (maximum points = 5)</p> <p>Submittal: Power Point Presentation (in print, A4 size paper explaining their Plan of Approach and Interpretation of project problems and solutions.</p> <p>One (1) point is given for each method and approach pertaining to the quality, clarity on procedures and time aspect of the project implementation, their soundness and practicability to Philippine condition, but not to exceed total of five (5) points.</p>	5
	<p>d. Total man-months proposed for the services (maximum points = 5)</p> <p>Submittal: Bar Chart showing proposed Timeline of the Project and number of personnel to be involved in the project.</p> <p>Most suitable approach will be given a maximum of five (5) points for the proposal on timeline that will complete the project in a required time. Reduction of one (1) point every month behind with the required time of completion based on the projects timeline proposal.</p>	5
3.	QUALIFICATION OF PROPOSED KEY PERSONNEL TO BE ASSIGNED	60 points
	Key Personnel:	
	<p>Principal Architect/Project Manager (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Architecture with valid PRC license, registered since year 2007 or earlier. (Reference Document: PRC License) 	10

- With minimum ten (10) years of experience on design and/or building construction management.
(Reference Document: Certificate of Employment of design and/or construction management or any proof of completion of project)
- With educational training in the fields of construction management and other related works.
(Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession/degree)
- Preferably with Doctorate or Master's Degree or other degree related to the profession.
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Description		Rating (R1)
YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4
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Description		Rating (R3)
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
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Notes:

1. Doctorate, Master's Degree, or other Degree must be related to the practice profession;
2. Nine (9) compounded training days is equivalent to One (1) training; and
3. Years of experience in profession.

SCORING:

- **Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3)**
- **Score = Initial Score X Max. Point / (Max Rating (4))**

Architect (1)**8**

- Graduate of B.S. in Architecture with valid PRC license, registered since year 2007 or earlier.
(Reference Document: PRC License)
- With minimum ten (10) years of experience on architectural design.
(Reference Document: Certificate of Employment as an Architect or any proof of completion of project)
- With educational training on architectural design, trainings registered at/under UAP (United Architects of the Philippines)
(Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree)
- Preferably with Doctorate or Master's degree or other degree related to the profession.
(Reference Document: Diploma)
- Knowledge on architectural design using facility of Computer-Aided Design (CAD).
(Reference Document: Training Certificate or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree).

Description		Rating (R1)
YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4
	13 to 14 years	3
	11 to 12 years	2
	10 years	1

Description		Rating (R2)
DEGREE (P2 = 30%)	Doctorate	4
	Master Degree	3
	Graduate of other related course	2
	Licensed	1

Description	Rating (R3)
-------------	-------------

<p>TRAINING RELATED TO THE PROFESSION (P3 = 20%)</p>	<p>More than 5 trainings</p>	<p>4</p>																		
	<p>4 to 5 trainings</p>	<p>3</p>																		
	<p>2 to 3 trainings</p>	<p>2</p>																		
	<p>2 training</p>	<p>1</p>																		
<p>Notes:</p> <ol style="list-style-type: none"> 1. Doctorate, Master's Degree, or other Degree must be related to the practice profession; 2. Nine (9) compounded training days is equivalent to One (1) training; and 3. Years of experience in profession. <p>SCORING:</p> <ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 																				
<p>Landscape Architect (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Landscape Architecture with valid PRC license, registered since year 2007 or earlier. (Reference Document: PRC License) ▪ With minimum ten (10) years of experience on landscape design. (Reference Document: Certificate of Employment as a Landscape Architect or any proof of completion of project) ▪ With educational training on landscape design. (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) <table border="1" data-bbox="240 1585 971 1899"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R1)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">YEARS OF EXPERIENCE (P1 = 50%)</td> <td>More than 14 years</td> <td>4</td> </tr> <tr> <td>13 to 14 years</td> <td>3</td> </tr> <tr> <td>11 to 12 years</td> <td>2</td> </tr> <tr> <td>10 years</td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="240 1935 971 2002"> <thead> <tr> <th>Description</th> <th>Rating (R2)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>				Description		Rating (R1)	YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4	13 to 14 years	3	11 to 12 years	2	10 years	1	Description	Rating (R2)			<p>6</p>
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YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4																		
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Description	Rating (R2)																			

DEGREE (P2 = 30%)	Doctorate	4
	Master Degree	3
	Graduate of other related course	2
	Licensed	1
Description		Rating (R3)
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
	4 to 5 trainings	3
	2 to 3 trainings	2
	2 training	1
Notes:		
34. Doctorate, Master's Degree, or other Degree must be related to the practice profession;		
35. Nine (9) compounded training days is equivalent to One (1) training; and		
36. Years of experience in profession.		
SCORING:		
<ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 		
Civil Engineer (1)	<ul style="list-style-type: none"> ▪ Graduate of B.S. in Civil Engineering with valid PRC license, registered since year 2007 or earlier. (Reference Document: PRC License) ▪ With minimum ten (10) years of experience on his/her profession. (Reference Document: Certificate of Employment as a Civil Engineer or any proof of completion of project) Member of Philippine Institute of Civil Engineers (P.I.C.E.). [Reference Document: Philippine Institute of Civil Engineers (P.I.C.E.) I.D.] ▪ With educational training on civil engineering and/or construction management, registered at/under P.I.C.E. (Philippine Institute of Civil Engineers). (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree 	6

related to the profession.
(Reference Document: Diploma)

Description		Rating (R1)
YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4
	13 to 14 years	3
	11 to 12 years	2
	10 years	1

Description		Rating (R2)
DEGREE (P2 = 30%)	Doctorate	4
	Master Degree	3
	Graduate of other related course	2
	Licensed	1

Description		Rating (R3)
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
	4 to 5 trainings	3
	2 to 3 trainings	2
	2 training	1

Notes:

- 37. Doctorate, Master's Degree, or other Degree must be related to the practice profession;
- 38. Nine (9) compounded training days is equivalent to One (1) training; and
- 39. Years of experience in profession.

SCORING:

- **Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3)**
- **Score = Initial Score X Max. Point / (Max Rating (4))**

Structural Engineer (1)

- Graduate of B.S. in Civil Engineering with valid PRC license, registered since year 2007 or earlier.

6

(Reference Document: PRC License)

- With minimum ten (10) years of experience on his/her profession.
(Reference Document: Certificate of Employment as a Structural Engineer or any proof of completion of project)
- Duly Accredited Structural Engineer.
(Reference Document: ASEP I.D. or Certification from P.I.C.E. as a Specialist being a Structural Engineer or Certification from ASEP as a member)
- With educational training on civil or structural engineering design registered at/under Philippine Institute of Civil Engineers P.I.C.E. or Association of Structural Engineers of the Philippines (ASEP).
(Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree)
- Preferably with Doctorate or Master's degree or other degree related to the profession.
(Reference Document: Diploma)

Description		Rating (R1)
YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4
	13 to 14 years	3
	11 to 12 years	2
	10 years	1

Description		Rating (R2)
DEGREE (P2 = 30%)	Doctorate	4
	Master Degree	3
	Graduate of other related course	2
	Licensed	1

Description		Rating (R3)
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
	4 to 5 trainings	3
	2 to 3 trainings	2
	2 training	1

Notes:

40. Doctorate, Master's Degree, or other Degree must be related to the practice profession;

	<p>41. Nine (9) compounded training days is equivalent to One (1) training; and</p> <p>42. Years of experience in profession.</p> <p>SCORING:</p> <ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 																													
	<p>Professional Electrical Engineer (1)</p> <ul style="list-style-type: none"> ▪ Must be a Professional Electrical Engineer with valid PRC license. (Reference Document: valid PRC License as a Professional Electrical Engineer and other proof that he is a duly licensed electrical engineer for a minimum of 10 years) ▪ With minimum ten (10) years of experience on his/her profession. (Reference Document: Certificate of Employment as a Professional Electrical Engineer or any proof of completion of project) ▪ With educational training on electrical design. (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) <table border="1" data-bbox="240 1227 975 1541"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R1)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">YEARS OF EXPERIENCE (P1 = 50%)</td> <td>More than 14 years</td> <td>4</td> </tr> <tr> <td>13 to 14 years</td> <td>3</td> </tr> <tr> <td>11 to 12 years</td> <td>2</td> </tr> <tr> <td>10 years</td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="240 1576 975 1890"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R2)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">DEGREE (P2 = 30%)</td> <td>Doctorate</td> <td>4</td> </tr> <tr> <td>Master Degree</td> <td>3</td> </tr> <tr> <td>Graduate of other related course</td> <td>2</td> </tr> <tr> <td>Licensed</td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="240 1926 975 1989"> <thead> <tr> <th>Description</th> <th>Rating (R3)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Description		Rating (R1)	YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4	13 to 14 years	3	11 to 12 years	2	10 years	1	Description		Rating (R2)	DEGREE (P2 = 30%)	Doctorate	4	Master Degree	3	Graduate of other related course	2	Licensed	1	Description	Rating (R3)			6
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<p>TRAINING RELATED TO THE PROFESSION (P3 = 20%)</p>	<p>More than 5 trainings</p>	<p>4</p>																	
	<p>4 to 5 trainings</p>	<p>3</p>																	
	<p>2 to 3 trainings</p>	<p>2</p>																	
	<p>2 training</p>	<p>1</p>																	
<p>Notes:</p> <p>43. Doctorate, Master's Degree, or other Degree must be related to the practice profession;</p> <p>44. Nine (9) compounded training days is equivalent to One (1) training; and</p> <p>45. Years of experience in profession.</p> <p>SCORING:</p> <ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 																			
<p>Professional Mechanical Engineer (1)</p> <ul style="list-style-type: none"> ▪ Must be a Professional Mechanical Engineer with valid PRC license. (Reference Document: valid PRC License as a Professional Mechanical Engineer and other proof that he is a duly licensed electrical engineer for a minimum of 10 years) ▪ With minimum ten (10) years of experience on his/her profession. (Reference Document: Certificate of Employment as a Professional Mechanical Engineer or any proof of completion of project) ▪ With educational training on mechanical design. (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) <table border="1" data-bbox="240 1624 973 1935"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R1)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">YEARS OF EXPERIENCE (P1 = 50%)</td> <td>More than 14 years</td> <td>4</td> </tr> <tr> <td>13 to 14 years</td> <td>3</td> </tr> <tr> <td>11 to 12 years</td> <td>2</td> </tr> <tr> <td>10 years</td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="240 1973 973 2033"> <thead> <tr> <th>Description</th> <th>Rating (R2)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>			Description		Rating (R1)	YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4	13 to 14 years	3	11 to 12 years	2	10 years	1	Description	Rating (R2)			<p>6</p>
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	Master Degree	3
	Graduate of other related course	2
	Licensed	1
Description		Rating (R3)
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
	4 to 5 trainings	3
	2 to 3 trainings	2
	2 training	1
Notes:		
46. Doctorate, Master's Degree, or other Degree must be related to the practice profession;		
47. Nine (9) compounded training days is equivalent to One (1) training; and		
48. Years of experience in profession.		
SCORING:		
<ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 		
Sanitary Engineer (1)	<ul style="list-style-type: none"> ▪ Graduate of B. S. Sanitary Engineering or B.S. in Environmental and Sanitary Engineering with valid PRC license, registered since year 2007 or earlier. (Reference Document: valid PRC license) ▪ With minimum ten (10) years of experience on his/her profession. (Reference Document: Certificate of Employment as a Sanitary or Environmental and Sanitary Engineer or any proof of completion of project) ▪ With educational training on sanitary engineering or environmental and sanitary engineering such as waterworks, sewage, and drainage systems. (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. 	4

(Reference Document: Diploma)

Description		Rating (R1)
YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4
	13 to 14 years	3
	11 to 12 years	2
	10 years	1

Description		Rating (R2)
DEGREE (P2 = 30%)	Doctorate	4
	Master Degree	3
	Graduate of other related course	2
	Licensed	1

Description		Rating (R3)
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
	4 to 5 trainings	3
	2 to 3 trainings	2
	2 training	1

Notes:

49. Doctorate, Master's Degree, or other Degree must be related to the practice profession;
50. Nine (9) compounded training days is equivalent to One (1) training; and
51. Years of experience in profession.

SCORING:

- **Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3)**
- **Score = Initial Score X Max. Point / (Max Rating (4))**

Electronics and Communications Engineer or Electronics Engineer (1)

4

- Graduate of B. S. Electronics Engineering or B.S. in Electronics and Communication Engineering with valid PRC license, registered

since year 2007 or earlier.

(Reference Document: valid PRC license)

- With minimum ten (10) years of experience on his/her profession.
(Reference Document: Certificate of Employment as an Electronics Engineer or Electronics and Communications Engineer any proof of completion of project)
- With educational training on electronics or electronics and communications design.
(Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree)
- Preferably with Doctorate or Master's degree or other degree related to the profession.
(Reference Document: Diploma)

Description		Rating (R1)
YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4
	13 to 14 years	3
	11 to 12 years	2
	10 years	1

Description		Rating (R2)
DEGREE (P2 = 30%)	Doctorate	4
	Master Degree	3
	Graduate of other related course	2
	Licensed	1

Description		Rating (R3)
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
	4 to 5 trainings	3
	2 to 3 trainings	2
	2 training	1

Notes:

52. Doctorate, Master's Degree, or other Degree must be related to the practice profession;

53. Nine (9) compounded training days is equivalent to One (1) training; and

	<p>54. Years of experience in profession.</p> <p>SCORING:</p> <ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 																																			
	<p>Acoustic Designer/Specialist (1)</p> <ul style="list-style-type: none"> ▪ Graduate of any four or five year course (Reference Document: Diploma) ▪ With minimum five (5) years of experience on his/her profession. (Reference Document: Certificate of Employment as Acoustic Designer any proof of completion of project) ▪ With educational training on acoustic design. (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) <table border="1" data-bbox="240 1041 973 1355"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R1)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">YEARS OF EXPERIENCE (P1 = 50%)</td> <td>More than 14 years</td> <td>4</td> </tr> <tr> <td>13 to 14 years</td> <td>3</td> </tr> <tr> <td>11 to 12 years</td> <td>2</td> </tr> <tr> <td>10 years</td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="240 1391 973 1704"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R2)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">DEGREE (P2 = 30%)</td> <td>Doctorate</td> <td>4</td> </tr> <tr> <td>Master Degree</td> <td>3</td> </tr> <tr> <td>Graduate of other related course</td> <td>2</td> </tr> <tr> <td>Licensed</td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="240 1740 973 1995"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R3)</th> </tr> </thead> <tbody> <tr> <td rowspan="3">TRAINING RELATED TO THE PROFESSION (P3 = 20%)</td> <td>More than 5 trainings</td> <td>4</td> </tr> <tr> <td>4 to 5 trainings</td> <td>3</td> </tr> <tr> <td>2 to 3 trainings</td> <td>2</td> </tr> </tbody> </table>	Description		Rating (R1)	YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4	13 to 14 years	3	11 to 12 years	2	10 years	1	Description		Rating (R2)	DEGREE (P2 = 30%)	Doctorate	4	Master Degree	3	Graduate of other related course	2	Licensed	1	Description		Rating (R3)	TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4	4 to 5 trainings	3	2 to 3 trainings	2	<p>2</p>
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<p>Interior Designer (1)</p> <ul style="list-style-type: none"> ▪ Graduate of Interior Design Course with valid PRC license. (Reference Document: valid PRC license) ▪ With minimum ten (10) years of experience on his/her profession. (Reference Document: Certificate of Employment as Interior Designer any proof of completion of project) ▪ With educational training on interior design. (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) <table border="1" data-bbox="240 1361 973 1675"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R1)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">YEARS OF EXPERIENCE (P1 = 50%)</td> <td>More than 14 years</td> <td>4</td> </tr> <tr> <td>13 to 14 years</td> <td>3</td> </tr> <tr> <td>11 to 12 years</td> <td>2</td> </tr> <tr> <td>10 years</td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="240 1713 973 2029"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R2)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">DEGREE (P2 = 30%)</td> <td>Doctorate</td> <td>4</td> </tr> <tr> <td>Master Degree</td> <td>3</td> </tr> <tr> <td>Graduate of other related course</td> <td>2</td> </tr> <tr> <td>Licensed</td> <td>1</td> </tr> </tbody> </table>	Description		Rating (R1)	YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4	13 to 14 years	3	11 to 12 years	2	10 years	1	Description		Rating (R2)	DEGREE (P2 = 30%)	Doctorate	4	Master Degree	3	Graduate of other related course	2	Licensed	1	<p>2</p>
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TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
	4 to 5 trainings	3
	2 to 3 trainings	2
	2 training	1

Notes:

58. Doctorate, Master's Degree, or other Degree must be related to the practice profession;

59. Nine (9) compounded training days is equivalent to One (1) training; and

60. Years of experience in profession.

SCORING:

- Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3)
- Score = Initial Score X Max. Point / (Max Rating (4))

A + B + C	85%
BID PRICE	15%

4. This notice has been addressed to the following short listed consultants:

[Insert list of short listed consultants]

5. It is not permissible for you to transfer this invitation to any other consultant.

6. The Bidding Documents may be acquired at MCIAA BAC Office, Lapu-Lapu Airport Road, Mactan-Cebu International Airport, Lapu-Lapu City during Mondays through Fridays, 8:00 a.m. to 5:00 p.m. upon payment of an applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Fifteen Thousand Pesos (PhP 15,000.00)**.

The MCIAA will hold a Pre-Bid Conference on March 2, 2018 (Friday), 10:00 a.m. at MCIAA BAC Office, Lapu-Lapu Airport Road, Mactan-Cebu International Airport, Lapu-Lapu City, which shall be open to all short listed consultants. 1

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

Yours sincerely,

GLENN S. NAPULI
Chairperson
Bids and Awards Committee

Bidding Documents

Republic of the Philippines

PROCUREMENT OF CONSULTANCY SERVICES FOR THE DESIGN AND PROJECT MANAGEMENT OF OPERATIONS BUILDING INCLUDING SITE DEVELOPMENT

Section II. Instructions to Bidders

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A. General

1. Introduction

- 1.1. The Procuring Entity named in the Bid Data Sheet (**BDS**) shall select an individual, sole proprietorship, cooperative, partnership, corporation, or a joint venture (JV) (hereinafter referred to as “Consultant”) from among those short listed, in accordance with the evaluation procedure specified in the **BDS**.
- 1.2. The Procuring Entity has received financing (hereinafter called “funds”) from the source indicated in the **BDS** (hereinafter called the “Funding Source”) toward the cost of the Project named in the **BDS**. The Procuring Entity intends to apply a portion or the whole of the funds to payments for this Project.
- 1.3. Consultants are invited to submit bids composed of a technical proposal and a financial proposal for Consulting Services required for this Project described in the **BDS**. Bids shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.4. If the **BDS** indicates that the Project will be completed in phases, each phase must be completed to the Procuring Entity’s satisfaction prior to the commencement of the next phase.
- 1.5. Consultants must familiarize themselves with local conditions and take them into account in preparing their bids. To obtain firsthand information on the project and on the local conditions, Consultants are encouraged to visit the Procuring Entity before submitting a bid and to attend the pre-bid conference specified in **ITB** Clause 7.
- 1.6. The Consultants’ costs of preparing their bids and negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the project.
- 1.7. Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the Funding Source or the Procuring Entity in accordance with **ITB** Clause 3.1.

2. Conflict of Interest

- 2.1. The Funding Source’s policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity’s interests paramount, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. Consultants shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a

position of not being able to carry out the Project in the best interest of the Procuring Entity. Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:

- (k) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment for the same Project;
- (l) If a Consultant is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as consultants unless such Consultant includes relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant shall limit its role to that of a consultant and disqualify itself and its associates from work in any other capacity that may emerge from the Project (including bidding for any part of the future project). The contract with the Consultant selected to undertake the Project shall contain an appropriate provision to such effect; or
- (m) If there is a conflict among consulting projects, the Consultant (including its personnel and subconsultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant project. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Consultant cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Consultant. Examples of the situations mentioned are when a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Consultant hired to prepare Terms of Reference (TOR) for a project shall not be recruited for the project in question.

2.2. Consultants shall not be related to the Head of the Procuring Entity (HoPE), members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. The prohibition shall apply as follows:

- (a) If the Consultant is an individual or sole proprietorship, then to himself;
- (b) If the Consultant is a partnership, then to all its officers and members;

- (c) If the Consultant is a corporation, then to all its officers, directors and controlling stockholders;
- (d) If the Consultant is a cooperative, to all its officers, directors, and controlling shareholders or members; or
- (e) If the Consultant is a JV, the provisions of items (a), (b), (c), or (d) of this Section shall correspondingly apply to each of the members of the said joint venture, as may be appropriate.

Relationship of the nature described above or a failure to comply with the provisions of this clause will result in the rejection of the Consultant's bid.

- 2.3. Subject to the provisions of **ITB** Clause 2, any previous or ongoing participation by the Consultant, its professional staff, or its affiliates or associates under a contract with the Funding Source or the Procuring Entity in relation to this Project may result in the rejection of its bid. Consultants should clarify their situation in that respect with the Procuring Entity before preparing its bid.
- 2.4. Failure by a Consultant to fully disclose potential conflict of interest at the time of Bid submission, or at a later date in the event that the potential conflict arises after such date, 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.
- 2.5. Consultants are discouraged to include officials and employees of the Government of the Philippines (GoP) as part of its personnel. Participation of officials and employees of the GoP in the Project shall be subject to existing rules and regulations of the Civil Service Commission.
- 2.6. Fairness and transparency in the selection process require that Consultants do not derive unfair competitive advantage from having provided consulting services related to the Project in question. To this end, the Procuring Entity shall make available to all the short listed consultants together with the Bidding Documents all information that would in that respect give each Consultant a competitive advantage.

3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

- 3.1. The Procuring Entity as well as the Consultants shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GoP, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring

Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 51.

4. Consultant's Responsibilities

- 4.1. The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VII. Bidding Forms as required in **ITB** Clause 10.2(d).
- 4.2. The Consultant is responsible for the following:
 - (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for this Project, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 8.4.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
 - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
 - (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;

- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of Republic Act 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

 In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.
 - (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

 In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and
 - (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of compensation, pecuniary or otherwise, to any person or official, personnel or

representative of the government in relation to any procurement project or activity.

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

- 4.3. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 4.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the Consultant out of the data furnished by the Procuring Entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 4.5. Before submitting their bids, the Consultants are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the GoP which may affect the contract in any way.
- 4.6. The Consultant shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 4.7. Consultants should note that the Procuring Entity will only accept bids from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

5. Origin of Associated Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

6. Subcontracts

- 6.1. Unless otherwise specified in the **BDS**, the Consultant may subcontract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project.

- 6.2. Subconsultant must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subconsultant is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Consulting Services shall be disallowed.
- 6.3. The Consultant may identify the subconsultant to whom a portion of the Consulting Services will be subcontracted at any stage of the bidding process or during contract implementation. If the Consultant opts to disclose the name of the subconsultant during bid submission, the Consultant shall include the required documents as part of the technical component of its bid. A subconsultant that is identified by the Consultant during contract implementation must comply with the eligibility criteria and documentary requirements and secure approval of the Procuring Entity.

B. Contents of Bidding Documents

7. Pre-Bid Conference

- 7.1. If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Consultants' questions on the technical and financial components of this Project.
- 7.2. The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the determination of the shortlisted consultants. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.
- 7.3. Consultants are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Consultant will in no way prejudice its bid; however, the Consultant is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 7.4. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

8. Clarifications and Amendments to Bidding Documents

- 8.1. Shortlisted consultants may request for clarification(s) on and/or an interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 8.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin to be made available to all those who have properly secured the Bidding Documents at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 8.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 8.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Consultants who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Consultants who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 20.

C. Preparation of Bids

9. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

10. Documents Comprising the Bid: Technical Proposal

- 10.1. While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.
- (b) For projects on a staff-time basis, the estimated number of professional staff-months specified in the **BDS** shall be complied with. Bids shall, however, be based on the number of professional staff-months estimated by the Consultant.
- (c) Proposed professional staff must, at a minimum, have the experience indicated in the **BDS**, preferably working under conditions similar to those prevailing in the Republic of the Philippines.
- (d) No alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

10.2. The Technical Proposal shall contain the following information/documents:

- (a) Technical Proposal Submission Form shall be the cover letter of the Technical Proposal, using the form prescribed in Section VII. Bidding Forms (TPF 1).
- (b) Bid security as prescribed in **ITB** Clause 15. If the bidder opts to submit the bid security in the form of:
 - (i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (ii) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instrument.
- (c) Information indicated in the paragraphs below must be provided by the Consultant and each partner and/or subconsultant, if any, following the formats described in the Technical Proposal Forms:
 - (i) A brief description of the organization and outline of recent experience of the Consultant and each partner and/or subconsultant on projects of a similar and related nature as required in form TPF 2. Consultant's References. For each project, the outline should indicate *inter alia*, the project, contract amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts

from projects completed independently or when associated with consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners and/or subconsultants, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.

- (ii) Comments, if any, on the TOR (TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule. It shall include a list of facilities requested by the Consultant to be provided by the Procuring Entity, if any, in addition to those shown on the Data Sheet that may include support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.
- (iii) A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR using TPF 4. Description of the Methodology and Work Plan for Performing the Project.
- (iv) An organization chart of the key and support staff indicating their tasks and relationships amongst the Consultant and any partner and/or subconsultant, the Procuring Entity, the Funding Source and the GoP, and other parties or stakeholders, if any, involved in the project using TPF 5. Team Composition and Task.
- (v) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff. Only one duly notarized CV for each consultant involved in the Project may be submitted for each position.

- (vi) The Procuring Entity requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:
 - (vi.1) is proposed for a domestic position but is not a Filipino citizen;
 - (vi.2) failed to state nationality on the CV; or
 - (vi.3) the CV is not signed in accordance with paragraph (v) above.
- (vii) A Time Schedule (TPF 7. Time Schedule for Professional Personnel) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- (viii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR using TPF 8. Activity (Work) Schedule.
- (d) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VII. Bidding Forms.

11. Documents Comprising the Bid: Financial Proposal

- 11.1. All information provided in a Consultant's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in Financial Proposal Forms.
- 11.2. The Financial Proposal requires completion of six (6) forms, particularly, FPF 1, FPF 2, FPF 3, FPF 4, FPF 5, and FPF 6. FPF 1. Financial Proposal Submission Form should form the covering letter of the Financial Proposal. Form FPF 2. Summary of Costs FPF 3. Breakdown of Price per Activity, FPF 4. Breakdown of Remuneration per Activity, FPF 5. Reimbursables per Activity, and FPF 6. Miscellaneous Expenses, relate to the costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.

- 11.3. Remuneration is divided into billing rate estimates for international and domestic consultants. Reimbursable Expenditures are divided into per diem rates for international and domestic consultants and costs for other reimbursable expenditure items required to perform the consulting services.
- 11.4. The list of experts, and their respective inputs, identified in Financial Proposal Forms, must match the list of experts and their respective inputs shown in Technical Proposal Forms.
- 11.5. The Consultant shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The **BDS** details the taxes payable.
- 11.6. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the subconsultants, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).
- 11.7. Unless otherwise provided in the **BDS**, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) shall not be considered.

12. Alternative Bids

Consultants participating in more than one bid or associating with any other entity other than those already provided in its eligibility documents and allowed by the Procuring Entity shall be disqualified.

13. Bid Currencies

- 13.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.
- 13.2. If so allowed in accordance with **ITB** Clause 13.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 13.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

14. Bid Validity

- 14.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 14.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Consultants to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 15 should also be extended corresponding to the extension of the bid validity period at the least. A Consultant may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Consultant granting the request shall not be required or permitted to modify its bid.

15. Bid Security

- 15.1. The Consultant shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
<p>a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/Guarantee, or irrevocable letter of credit may be issued</i></p>	

<i>by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the performance security required under ITB Clause 31, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 15.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 15.3. No bid securities shall be returned to the Consultants after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Highest Rated Responsive Bid (HRRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 15.2.
- 15.4. Upon signing and execution of the contract pursuant to **ITB** Clause 31, and the posting of the performance security pursuant to **ITB** Clause 32, the Consultant's bid security will be discharged, but in no case later than the bid security validity period as indicated in **ITB** Clause 15.2.
- 15.5. The bid security may be forfeited:
 - (a) if a Consultant:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 15.2;

- (ii) does not accept the correction of errors pursuant to **ITB** Clause 11.7;
 - (iii) has a finding against the veracity of the required documents submitted in accordance with **ITB** Clause 27.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) any submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Consultant:
- (i) fails to sign the contract in accordance with **ITB** Clause 31;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 32; or

(iii) any other reason stated in the **BDS**.

16. Format and Signing of Bids

- 16.1. Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VII. Bidding Forms on or before the deadline specified in the **ITB** Clause 18 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical proposal and the second shall contain the financial proposal.
- 16.2. Forms as mentioned in **ITB** Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 16.3. The Consultant shall prepare an original of the first and second envelopes as described in **ITB** Clauses 10 and 11. In addition, the Consultant shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.4. Each and every page of the Technical Proposal Submission Form and the Financial Proposal Submission Form under **Section ___ hereof** shall be signed by the duly authorized representative/s of the Consultant. Failure to do so shall be a ground for the rejection of the bid.
- 16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

17. Sealing and Marking of Bids

- 17.1. Unless otherwise indicated in the **BDS**, Consultants shall enclose their original technical proposal described in **ITB** Clause 10, in one sealed envelope marked "ORIGINAL - TECHNICAL PROPOSAL", and the original of their financial proposal in another sealed envelope marked "ORIGINAL - FINANCIAL PROPOSAL", sealing them all in an outer envelope marked "ORIGINAL BID".
- 17.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ___ - TECHNICAL PROPOSAL" and "COPY NO. ___ - FINANCIAL PROPOSAL" and the outer envelope as "COPY NO. ___", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 17.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative/s.

17.4. All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Consultant in capital letters;
- (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 18.1;
- (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 18.

17.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the Bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked Bid, or for its premature opening.

D. Submission and Opening of Bids

18. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

19. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 18, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid submission and opening, the Consultant's name, its representative and the time the late bid was submitted.

20. Modification and Withdrawal of Bids

20.1. The Consultant may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Consultant shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified in accordance with **ITB** Clause 17.4, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Consultant unopened.

- 20.2. A Consultant may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The letter of withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 20.3 Bids requested to be withdrawn in accordance with **ITB** Clause 20.1 shall be returned unopened to the Bidders. A Consultant, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Consultant that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 20.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Consultant on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Consultant's bid security, pursuant to **ITB** Clause 15.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its IRR.

E. Evaluation and Comparison of Bids

21. Opening and Preliminary Examination of Bids

- 21.1 Only bids from short listed bidders shall be opened and considered for award of contract. These short listed bidders, whether single entities or JVs, should confirm in their Technical Proposal Submission Form that the information contained in the submitted eligibility documents remains correct as of the date of bid submission.
- 21.2 The BAC shall open the bids immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Bulletin to be posted at the PhilGEPS website and the website of the Procuring Entity concerned.
- 21.3 To determine each bidder's compliance with the documents prescribed in **ITB** Clause 10, the BAC shall open the first envelope (Technical Proposal) and check the submitted documents of each bidder in accordance with **ITB** Clause 10.2 to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or

are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

- 21.4 Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Consultant unopened
- 21.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 21.6 All technical envelopes shall be resealed. Those rated “passed” shall be secured for the detailed technical bid evaluation, while those rated “failed” will be secured for purposes of possible filing of a request for reconsideration unless the bidder waives its right to file a request for reconsideration, in which case, the envelope shall be returned to the bidder immediately. .
- 21.7 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

22. Process to be Confidential

- 22.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Consultant regarding the evaluation of their bids until the approval by the HoPE of the ranking of shortlisted Consultants, unless otherwise allowed in the **BDS** or in the case of **ITB** Clause 23.
- 22.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Consultant’s bid.

23. Clarification of Bids

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Consultant for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Consultant in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

24. Bid Evaluation

- 24.1 For the evaluation of bids, numerical ratings shall be used. In order to eliminate bias in evaluating the Bids, it is recommended that the highest and lowest scores for each Consultant for each criterion shall not be considered in determining the average scores of the

Consultants, except when the evaluation is conducted in a collegial manner.

- 24.2 For complex or unique undertakings, such as those involving new concepts/technology or financial advisory services, participating short listed consultants may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Consultant, or its nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.
- 24.3 The entire evaluation process, including the submission of the results thereof to the HoPE for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of bids. The bid with the highest rank shall be identified as the Highest Rated Bid. The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.
- 24.4 All participating short listed consultants shall be furnished the results (ranking and total scores only) of the evaluation after the approval by the HoPE of the ranking. Said results shall also be posted in the PhilGEPS and the website of the Procuring Entity, if available, for a period of not less than seven (7) calendar days.

25 Evaluation of Technical Proposals

- 25.1 The BAC shall then conduct a detailed evaluation of technical bids following the procedures specified in the **BDS** depending on the evaluation procedure identified in the Request for Expression of Interest and **ITB** Clause 1.1.
- 25.2 The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under **ITB** Clause 10 and responsiveness to the TOR using the following criteria:
- (a) Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff;
 - (b) Experience and capability of the Consultant which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The suitability of the Consultant to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and

- (c) Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.
- 25.3 The BAC shall assign numerical weights and the minimum required technical score to each of the above criteria which shall be indicated in the **BDS**. A Bid shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum Technical Score (St) indicated in the **BDS**.
- 25.4 Technical Proposals shall not be considered for evaluation in any of the following cases:
- (a) late submission, *i.e.*, after the deadline set in the **ITB** Clause 18;
 - (b) failure to submit any of the technical requirements provided under this ITB and TOR;
 - (c) the Consultant that submitted a Bid or any of its partner and/or subconsultant belongs to one of the conflict of interest cases as described in **ITB** Clauses 2.1(k) to (c) and failed to make a proper statement to that effect in the cover letter; or
 - (d) the Technical Proposal included any cost of the services.

26 Opening and Evaluation of Financial Proposals

- 26.1 Financial Proposals shall be opened on the date indicated in the **BDS**.
- 26.2 The Financial Proposals opened shall be evaluated based on the evaluation procedure indicated in **ITB** Clause 1.1 using the corresponding procedure provided in the **BDS**.

27 Negotiations

- 27.1 Negotiations with the Consultant that submitted the Highest Rated Bid shall be held at the address indicated in the **BDS**. The aim is to reach agreement on all points.
- 27.2 Negotiations shall cover the following:
- (a) Discussion and clarification of the TOR and Scope of Services;
 - (b) Discussion and finalization of the methodology and work program proposed by the Consultant;
 - (c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, taking note of over-qualified personnel to be commensurate with the compensation of personnel with the

appropriate qualifications, number of man-months and schedule of activities (manning schedule);

- (d) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;
- (e) Unless otherwise indicated in the **BDS**, discussion on the Financial Proposal submitted by the Consultant; and
- (f) Provisions of the contract.

27.3 Having selected the Consultant on the basis of, among other things, an evaluation of the proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the experts shall be actually available. The Procuring Entity shall not consider substitutions during contract negotiations except for justifiable reason as may be determined by the Procuring Entity, such as illness, death, or resignation, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were offered in the bid without confirming their availability, the Consultant may be disqualified. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons as may be determined by the Procuring Entity. Violators shall 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.

27.4 Negotiations shall include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the TOR. The Procuring Entity and Consultant shall then work out the final TOR, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final TOR shall then be incorporated in Appendix I and form part of the contract. Special attention shall be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Procuring Entity to ensure satisfactory implementation of the Project.

27.5 The financial negotiations shall include a clarification of the Consultant's tax liability in the Philippines, if any, and the manner in which it shall be reflected in the contract; and shall reflect the agreed technical modifications in the cost of the services. The negotiations shall conclude with a review of the draft form of the contract. To complete negotiations, the Procuring Entity and the Consultant shall initial the agreed contract. If negotiations fail, the Procuring Entity shall invite the Consultant whose Bid received the second highest score to

negotiate a contract. If negotiations still fail, the Procuring Entity shall repeat the process for the next-in-rank Consultant until the negotiation is successfully completed.

28 Post Qualification

28.1 The BAC shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the Highest Rated Bid (HRB) complies with and is responsive to all the requirements and conditions specified in the Eligibility Documents and **ITB** Clauses 10 and 11.

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

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

28.3 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted pursuant to **ITB** Clauses 10 and 11, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

28.4 If the BAC determines that the Consultant with the Highest Rated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Consultant with the HRRB, and recommend to the HoPE the award of contract to the said Consultant at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.

28.5 A negative determination shall result in rejection of the Consultant's bid, in which event the BAC shall proceed to the next Highest Rated Bid with a fresh period to make a similar determination of that Consultant's capabilities to perform satisfactorily. If the second Consultant, however, fails the post qualification, the procedure for post qualification shall be repeated for the Consultant with the next Highest Rated Bid, and so on until the HRRB is determined for recommendation of contract award.

28.6 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the HRRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

- 28.7 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Consultant in writing of such decision and the grounds for it. When applicable, the BAC shall conduct negotiations, and if successful, post-qualification of the Consultant with the next Highest Rated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

29 Reservation Clause

- 29.1 Notwithstanding the eligibility, short listing, or post-qualification of a Consultant, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Consultant, or that there has been a change in the Consultant's capability to undertake this Project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Consultant which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Consultant as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GoP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and

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

29.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or there is no successful negotiation, or fail post-qualification; or
- (d) The bidder with the HRRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

30. Contract Award

30.1 Subject to **ITB** Clause 28, the HoPE or its authorized representative shall award the contract to the Bidder whose bid has been determined to be the HRRB.

30.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Consultant in writing that its bid has been accepted, through a Notice of Award duly received by the Consultant or its authorized representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

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

- (a) Submission of the following documents within the (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable;
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign consultant; and/or
 - (iii) SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate GoP professional regulatory body of the foreign professionals engaging in the practice of regulated professions and allied professions, where applicable.

- (b) Posting of the performance security in accordance with **ITB** Clause 32;
- (c) Signing of the contract as provided in **ITB** Clause 31; and
- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. Signing of the Contract

- 31.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 31.3 The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4 The following documents shall form part of the contract:
 - (1) Contract Agreement;
 - (2) Bidding Documents;
 - (3) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (4) Performance Security;
 - (5) Notice of Award of Contract; and
 - (6) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

- 32.1 Unless otherwise provided in the **BDS**, to guarantee the faithful performance by the winning Consultant of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

32.2 The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank;</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Five percent (5%)</p>
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and/or</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

32.3 Failure of the successful Consultant to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate negotiation and if successful, complete post-qualification of the second

Highest Rated Bid. The procedure shall be repeated until the HRRB is identified and selected for recommendation of contract award. However if no Consultant had a successful negotiation or passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

33. Notice to Proceed

- 33.1 Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed together with copies of the approved contract to the successful Consultant. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Consultant.
- 33.2 The contract effectivity date shall be the date of contract signing. The Consultant shall commence performance of its obligations only upon receipt of the Notice to Proceed.

34. Protest Mechanism

Decision of the Procuring Entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

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

Bid Data Sheet

ITB Clause											
1.1	<p>The Procuring Entity is The Mactan-Cebu International Airport Authority (MCIAA)</p> <p>The evaluation procedure is Quality-Cost Based Evaluation (QCBE)</p>										
1.2	<p>The Funding Source is Corporate Budget CY 2018.</p> <p>The ABC for the project is in the amount of Fourteen Million Four Hundred Fifty Thousand Pesos (PhP 14,450,000.00), VAT Exclusive, Zero-Rated Transaction.</p> <p>Payment schedule will be based on submission and acceptance of each deliverable as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">DELIVERABLES</th> <th style="text-align: center;">PERCENTAGE OF THE CONTRACT PRICE</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"> <p>To be accomplished and submitted within five (5) month period from the receipt of Notice to Proceed by the winning Consultant</p> <p>Design (70% of Contract Price)</p> </td> <td style="text-align: center;"> <p>(PAYMENT DUE AFTER ACCEPTANCE OF End-User/PMT)</p> </td> </tr> <tr> <td>Mobilization Payment</td> <td style="text-align: center;">15%</td> </tr> <tr> <td>Upon submission, approval and acceptance of the Survey, Verification and Investigation Results of the Site, Project study, Architectural Programming and Preliminary Design concepts in two(2) copies in A3 size (Under Pre-Design Phase).</td> <td style="text-align: center;">10%</td> </tr> <tr> <td> <p>Upon submission, approval and acceptance of all plans/output design of the following two (2) copies in ARCH D size white print (under Design Development Phase);</p> <ul style="list-style-type: none"> • Schematic Design Plans (ARCH D size white print) </td> <td style="text-align: center;">20%</td> </tr> </tbody> </table>	DELIVERABLES	PERCENTAGE OF THE CONTRACT PRICE	<p>To be accomplished and submitted within five (5) month period from the receipt of Notice to Proceed by the winning Consultant</p> <p>Design (70% of Contract Price)</p>	<p>(PAYMENT DUE AFTER ACCEPTANCE OF End-User/PMT)</p>	Mobilization Payment	15%	Upon submission, approval and acceptance of the Survey, Verification and Investigation Results of the Site, Project study, Architectural Programming and Preliminary Design concepts in two(2) copies in A3 size (Under Pre-Design Phase).	10%	<p>Upon submission, approval and acceptance of all plans/output design of the following two (2) copies in ARCH D size white print (under Design Development Phase);</p> <ul style="list-style-type: none"> • Schematic Design Plans (ARCH D size white print) 	20%
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	<ul style="list-style-type: none"> • Schematic Elevations/Sections (ARCH D size white print) • Preliminary Perspective (ARCH D size white print) • Space Allocations (ARCH D size white print) • General Specifications Outline (A4 size) • Initial Budgetary Cost Estimates (A4 size) • Electronic Files (in DWG, PDF and PPT format of the above submissions) 	
	<p>Upon submission, approval and acceptance of all plans/output design of the following, two (2) copies in ARCH D size white print (under Design Development Phase);</p> <ul style="list-style-type: none"> • Architecture and Interior Design Plans • Landscape Layout • Site Development Plans • Civil and Structural Plans • Sanitary/Plumbing Plans • Electrical Plans • Mechanical and Fire Protection System Plans • Structured Cabling Plans • Electronic Plans/Fire Alarm System/CCTV Plans 	20%
	<p>Upon submission, approval and acceptance of all plans/output designs of the following, two (2) copies in ARCH D size white prints (drawings) and eight (8) copies duly signed and sealed plans in ARCH D size blue prints (drawings) by appropriate professionals and A4 size (documents) (under Contract Document Phase);</p> <ul style="list-style-type: none"> • Architectural and Interior Design and Detail Plans with Specifications and Detailed Cost Estimate • Landscape Layout and Detail Plans with Specifications and Detailed Cost Estimate • Site Development and Details Plans 	25%

	<p>with Specifications and Detailed Cost Estimate</p> <ul style="list-style-type: none"> • Civil and Structural and Detail Plans with Specifications and Detailed Cost Estimate • Sanitary and Plumbing and Detail Plans with Specifications and Detailed Cost Estimate • Electrical and Detail Plans with Specifications and Detailed Cost Estimate • Mechanical and Fire Protection and Detail Plans with Specifications and Detailed Cost Estimate • Structured Cabling and Detail Plans with Specifications and Detailed Cost Estimate • Electronic/Fire Alarm System/CCTV and Detail Plans with Specifications and Detailed Cost Estimates • Consolidated Technical Specifications describing the type and quality of materials, finish and the general conditions under which the FACILITIES/STRUCTURES will be constructed. • Structural analysis and computations; • Consolidated Cost Estimate and supported with Bill-of-Quantities (BOQ) • Scope of Works of the Project. • Complete Bid Documents for the Construction of the Project. 	
	<p>Upon completion and turn-over of all deliverables under Project and Construction Management</p>	<p>10%</p>
		<p>100%</p>
	<p style="text-align: center;">DELIVERABLES</p> <p style="text-align: center;">Project and Construction Management</p> <p style="text-align: center;">(30% of Contract Price)</p>	<p style="text-align: center;">PERCENTAGE OF THE CONTRACT PRICE</p> <p style="text-align: center;">(PAYMENT DUE AFTER ACCEPTANCE OF End-</p>

	User/PMT)
Upon submission, approval and acceptance of Project Timeline for the whole Project, two (2) copies in ARCH D size white print.	15%
Upon completion and acceptance of twenty percent (20%) work accomplished based on the Project's Over-all Program of Work, with submission of Progress Report or Statement of Work Accomplished (SWA) in A3 size on the status of the project at twenty percent (20%) work accomplishment.	15%
Upon completion and acceptance of forty percent (40%) work accomplishment based on the Project's Over-all Program of Work, with submission of Progress Report or Statement of Work Accomplished (SWA) in A3 size on the status of the project at forty percent (40%) work accomplishment.	15%
Upon completion and acceptance of sixty percent (60%) work accomplishment based on the Project's Over-all Program of Work, with submission of Progress Report or Statement of Work Accomplished (SWA) in A3 size on the status of the project at sixty percent (60%) work accomplishment.	15%
Upon completion and acceptance of eighty percent (80%) work accomplishment based on the Project's Over-all Program of Work, with submission of Progress Report or Statement of Work Accomplished (SWA) in A3 size on the status of the project at eighty percent (80%) work accomplishment.	15%
Upon completion and acceptance of one hundred percent (100%) work accomplishment based on the Project's Over-all Program of Work, with submission of Progress Report or Statement of Work Accomplished (SWA) in A3 size on the status of the project at one hundred percent (100%) work accomplishment.	15%
Upon completion and acceptance of the necessary Punch Listing/Rectification Works, and submission of the following:	10%

	<ul style="list-style-type: none"> • All As-Built Plans/Drawings, two (copies) in ARCH D size white print and three (3) copies in ARCH D size blue prints all drawings duly signed and sealed by appropriate professionals; and electronic file (in DWG, PDF and PPT format) • All Testing and Commissioning Results, original copies. • Material/Product Warranty Certificates, Operation and Maintenance Manuals. • All results of additional testing and investigation/study, Clearances, Permits and Certificates, Analysis and Assessment, original copies. <p>Upon issuance of Certificate of Project Completion and Acceptance from the MCIAA, the release of the Certificate of Occupancy and the Certificates of Operation issued by the MCIAA Office of the Building Official (OBO) on all building electrical and mechanical equipment, original copies.</p>	
	TOTAL	100%
	<p>Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.</p> <p>The name of the project is Procurement of Consulting Services for the Design and Project Management of Operations Building including Site Development</p>	
1.3	<p>MCIAA's Offices are currently housed in three (3) separate locations in the airport complex; one at the second floor of Waterfront Hotel and Casino Building, another at the former Aboitiz 2Go Cargo Building, and at MCIAA Utilities and Offices compound located along Lapu-Lapu Airport Road.</p> <p>A lot measuring about 5,500 square meters situated at the location of the former Silangan Lodge and Restaurant and the Pasalubong area.</p> <p>The lot shall be the site of the proposed Operations Building.</p>	

	<p>In, carrying out of the Project, MCIAA requires the following:</p> <ul style="list-style-type: none"> a) Engagement of the services of an experienced and qualified domestic consultant that possesses the requisite knowledge, expertise and background, specifically in the field of architecture and engineering to provide the design and construction supervision to guarantee the successful execution of the project, and b) Address the need for services of a Project Management and Design Team that will assist MCIAA in the efficient design, management and construction of an Office Building and Site Development Planning of the 5,500 sq.m. property.
1.4	<p>The undertaking shall consist of two lots with several phases of works, namely;</p> <p>A. Design</p> <p>1.) PRE-DESIGN PHASE</p> <p>Pre-Design Phase include site analysis, programming, construction cost analysis, project development schedule, and value engineering.</p> <ul style="list-style-type: none"> • Site analysis includes site investigation, geotechnical reports, and review of existing and adjacent structures. • Programming defines the design objectives and needs of the project. This shall establish and document the requirements for the project: desired rooms or spaces, room sizes, relationships between spaces and relationship to the site and other adjacent or nearby buildings or facilities • The construction cost analysis provides a construction budget amount and a cost plan to assist in explaining the budget and in guiding project management. • Project Development Schedule. Taking into account and identifying contributory factors that can affect the project schedule: <ul style="list-style-type: none"> ○ Owner’s schedule ○ Owner’s decision ability ○ Architect’s schedule ○ Consultant’s schedule ○ Project complexity ○ Permit process ○ Contractor’s availability ○ Procurement/Bidding process • Value engineering in the pre-design phase scrutinizes the

program, site investigation, and project budget.

Site Analysis-

The proposed site shall be analyzed through a series of investigations the constraints that may be imposed upon the project and its design.

Studies shall be conducted to evaluate the existing conditions. These studies shall include geotechnical reports, hydrology studies, land surveys (including boundaries, topography, and utilities), and surveys of existing hazardous materials (environmental due diligence).

Geotechnical Reports-

Shall be conducted to provide information about the soils and geologic conditions on and below the surface of the project site. Sampling techniques vary depending on the project.

Geotechnical Hazards. Critical geotechnical hazards that need to be identified include:

- Areas subject to subsidence and liquefaction.
- Landslides and mudflow hazards.
- Fault zones.

Soil Samples. Soil samples are tested in a laboratory to determine moisture content, soils type, expansion, percolation, bearing capacity, friction, and other factors pertinent to the proposed building. Other important soils information includes:

- Drainage characteristics and permeability.
- Depth to ground water.
- Depth to bedrock.
- Susceptibility to compaction and erosion.
- Shrink and swell potential.
- Compressive strength and stability (bearing capacity).
- Evidence of fill.

Recommendations. The data gathered are then translated into recommendations for:

- Site preparation, such as compacting or replacing existing soils.
- Bearing loads and the corresponding expected amount of settlement.
- Steps to be taken to deal with ground water and surface water as they may affect construction operations and the finished project.
- Special foundation requirements.

Hydrology Studies-

Shall be based on the review of existing maps and records, as well as the collection of site-specific hydrologic measurements. The hydrology studies include:

- Surface water drainage pattern (on and off site).
- Floodplain zones.
- Aquifers and recharge zones.
- Depth to ground water.
- Storm drainage system requirements.
- Erosion hazard areas.
- Debris flows and mudslides hazards.
- Coastal flooding and tsunami hazards.

Land Surveys-

Shall be conducted to describe existing site features, project boundaries, and legal boundaries (if applicable) such as property lines, rights-of-way, and easements, including structures, roads, trees, and land formation, and reviews existing records to gather information on utilities and boundaries. The survey determines the site configuration and area.

The survey shall measure elevations of existing elements that are particularly important for tying the proposed project into existing roads and utilities, and possibly to existing buildings. Grades shall be indicated and related to a fixed point, often a datum established.

Survey of existing hazardous materials (environmental due diligence). Shall be conducted to inspect the existing site and buildings the presence of asbestos, polychlorinated biphenyls (PCBs), old fuel tanks, or other suspected hazards and recommend the proper removal or mitigation methods.

Data Compilation-

This shall be done to identify existing conditions, data are compiled for a variety of categories including, climate, site features, environmental influences, historical data, land-use and regulatory controls, building codes and requirements, visual analysis, and circulation and access. These factors shall be included in the Initial Study.

Site Analysis Report and Study-

The site analysis report shall include studies and assessments relating to the proposed project:

- Sun and wind orientation analysis
- Traffic Impact Assessment for parking requirement (trip attraction

- and trip generation) and its impact in the vicinity;
- o Environmental impact reports

Project Study:

Shall conduct study, perform and secure documents as needed and necessary for the project which includes 5,500 square meter Site Development and for the construction of MCIAA's Operations Building, for the following but not limited to:

The design and specifications shall conform to, but not limited to the following:

- a. Latest National Building Code of the Philippines including provision for Persons with Disabilities
- b. Green Building Code of the Philippines
- c. National Structural Code of the of the Philippines
- d. Latest Electrical Code of the Philippines
- e. Latest Plumbing Code of the Philippines
- f. Latest Philippine Mechanical Engineering Code
- g. Latest Electronics and Communications Engineering Code of the Philippines
- h. Latest Fire Code of the Philippines
- i. Applicable Local Regulations and Ordinances

With respect to the actual construction, applicable rules and regulations prescribed by the agencies listed below and/or embodied in the following shall be observed:

- a. Department of Public Works and Highways (DPWH)
- b. Department of Environment and Natural Resources (DENR)
- c. Civil Aviation Authority of the Philippines (CAAP)
- d. Applicable Building Laws and Ordinances of the City of Lapu-Lapu

With respect to the Technical Specifications (based on recommended Codes/Standards for the following:

- a. Architectural including Interior Design Works
- b. Civil / Structural Works
- c. Sanitary / Plumbing Works
- d. Mechanical and Fire Protection Works
- e. Electrical Works including Auxiliary Works
- f. Structured Cabling Works
- g. Electronics Works

2.) SCHEMATIC DESIGN PHASE

GENERAL

The Architect shall prepare Schematic Design studies illustrating the

scale and relationship of project components for approval by MCIAA. All such studies indicate site conditions, plan arrangement and the general scope and character of the Project.

It is required that the Architect submit to MCIAA three (3) Schematic Design Studies, and it is expected to continue generating studies until the requirements of Project are met and a Schematic Design is approved.

Sustainability, particularly when Green Building Code compliance as one criterion, must be considered from the inception then developed through the design process. These goals should be reviewed with the MCIAA-Project Management Team to establish a realistic expectation within budgetary constraints. Options and creative solutions should be explored.

SUBMITTAL REQUIREMENTS

The following shall, as a minimum, be provided as part of the Schematic Design Document submittal. The Architect may submit additional information as appropriate.

Drawings

All drawings submitted to MCIAA shall be dated, show scale and orientation of drawing. All sheets shall carry the title of the project and the Architect's and Consultants names, addresses and telephone/fax numbers. The project shall be given an official title which must be used with consistency on all documents.

Schematic drawings should normally be at a scale of 1:100 in the metric system. The minimum submittal shall include the following exhibits:

- Site Plan
- Floor Plans of all floors
- Exterior Elevations (four views)
- Building Sections (at least 2 views)

Floor plans of all floors shall have room's names as identified in the Building Program. Gross area of each floor and total gross area of the building shall be noted on the floor plan drawings.

The following information shall be included in Schematic Design Documents submittal for review purposes. Plans shall include minimum overall dimensions and shall be of sufficient clarity to indicate schematically the location, nature and extent of the proposed work.

Occupancy and Construction Type shall be established. Mixed

Occupancies and general exiting systems shall be established.

TECHNICAL INFORMATION

Building Classification

Occupancy Classification

Compute the floor area and occupant load of the building or portion(s) thereof. Indicate the occupancy group(s) which the use of the building or portion(s) thereof most nearly resembles. See the Code Compliance Plan example for buildings with mixed occupants. Demonstrate by drawing and/or narrative how the building will conform with the occupancy classification requirements in the National Building Code.

Type of Construction

Indicate the type of construction for the building. Indicate the building materials proposed and the fire resistance of the parts of the building. Demonstrate by drawing and/or narrative how the building will conform to the type of construction requirements in the National Building Code.

Location on Property

Indicate the location of the building on the site and clearances to property lines and/or building on a plot plan. Fire resistance of exterior walls and opening as identified in the National Building Code.

Allowable Floor Area for Code Analysis

Indicate the proposed floor area and calculate the allowable floor area for each occupancy in the building. Indicate basic allowable floor area for each occupancy and type of construction. See the National Building Code for allowable increases based on location on property and installation of an approved automatic fire sprinkler system. See the National Building Code for allowable floor area of multi-story building. Demonstrate by drawing and/or narrative the total allowable and actual proposed floor area. Identify any Area Separation wall. Provide mixed-use calculations for multiple occupancy buildings as identified in the National Building Code.

Height and Number of Stories

Indicate the height of the building, and the number of stories. See the National Building Code for the maximum height and number of stories permitted based on occupancy group and type of construction: for allowable story increase based on the installation of an approved automatic fire-sprinkler system. Include the allowable

and proposed height and number of stories in the narrative.

Exiting and Accessibility

Provide a Schematic accessibility exiting design indicating how exiting from all portions of the building will conform to the requirements of the National Building Code. Indicate proposed rated corridors, stair enclosures, exit passageways, horizontal exits, etc. Particular analysis must be completed to identify deficiencies in general construction due to code or occupancy changes: in many instances, a fire sprinkler and/or system may be used to mitigate such conditions.

Structural Analysis

Provide sketches and descriptions of proposed structural systems. Particularly in building containing sensitive equipment, the Architect shall incorporate vibration analysis appropriate to the Project's requirements.

Building Systems

Provide sketches and descriptions of plumbing, mechanical and electrical systems.

Schematic Drawings:

4. Plumbing Drawings

- a. Narrative description (Design Intent) of the building support systems.
- b. Restroom locations with waterclosets, lavatories and urinals.
- c. Piping riser diagrams.
- d. Location of water, gas, sanitary sewer, storm sewer and sprinkler services to the building.
- e. Tentative fixture and equipment schedule.
- f. Location, sizes and types of major equipment such as boilers, water heaters, heat exchangers, and flues/chases where required.
- g. Provide a fixture-count calculation sheet.

5. HVAC Drawings

- a. Narrative description (Design Intent) of all proposed mechanical systems.
- b. Preliminary HVAC load calculations.
- c. Equipment schedules with tentative sizes, capacities, features, etc.
- d. Mechanical-room drawings, showing locations and sizes of fans, and if possible, pumps, compressors, heat exchangers.
- e. Shaft locations and sizes with supply, return, fresh air and

exhaust ductwork and piping. Vertically mounted intake louvers are required to face the east since most wind directions are from the northeast to southwest direction.

- f. Access and pathway to utility systems from the underground tunnel where applicable.
- g. System Schematics showing all system components and control devices.

6. Electrical Drawings

- a. Narrative description (Design Intent) Electrical system
- b. Identify the proposed electrical room/closet area
- c. Identify main electrical feed type of service and location
- d. Identify and locate proposed electrical sub-panel locations, type and size at each floor
- e. Tentative lighting fixture layout, type and count

Building Materials

Provide an outline of proposed construction materials.

Provide an outline of anticipated hazardous materials to be used, stored and probable locations for use and storage within the site.

Acoustic requirement in relation to the sound pollution produced by the aircraft.

Technical Specifications

An outline specifications listing the major components of the design is required. The Architect shall provide a list of any proposed materials or equipment items that vary from the requirements and standards stated in this Manual or Building Program.

Tabulation of Areas

The Architect shall prepare a tabulation of areas for each of the Schematic Design studies that are presented to MCIAA. The tabulation shall indicate the Net Assignable Square Meter (NASM) of all spaces. Programmed spaces shall be identified by Building Program name. The tabulation shall list programmed NASM where applicable and indicate the amount the space is either over or under the programmed amount.

Cost Estimate

The Architect shall prepare a statement of probable construction cost of each Schematic Design study. Appropriate amounts for contingency and inflation shall be included in the construction estimate to reflect anticipated condition at the time of bidding.

Models and Perspective Drawings

The Architect will be required to provide the MCIAA with a perspective rendering and/or a presentation quality model of the project.

When models are required they should show as much detail as possible at the scale to which they are built. The model should be on a base large enough to permit inclusion of adjacent streets, approach drives and walks and associated parking and service facilities and should be provided with a clear plastic cover.

When perspective is required, it should show the proposed building on its actual site, not in a vacuum without surrounding or adjacent buildings, or with unrealistic entourage. A pedestrian's view rather than a bird's eye vantage point is preferred.

A prime purpose of preparing either models or perspectives is for photographic reproduction for slide presentations, for general publicity purposes.

All perspectives or models described above become the property of MCIAA.

REVIEWS

The schematic design submittal will be reviewed in detail by the Project Management Team or Review Committee, Environmental Health and Safety Committee of MCIAA. Written comments will be assembled by MCIAA and will be transmitted to the Architect for inclusion in the design or for further study or discussion. Each comment requires a written response from the Architect.

After the schematic design submittal has been approved by MCIAA, the Architect will be notified, in writing, to begin preparation of the Design Development Documents.

3.) DESIGN DEVELOPMENT PHASE

GENERAL

The Architect shall prepare the Design Development Documents from the approved Schematic Design. The Design Development Documents shall consist of drawings and other documents, including specifications, to fix and describe the size and character of the entire project as to kinds of materials, type of structure, mechanical and electrical systems, and other work that may be required for construction of the project.

During the preparation of the Design Development Drawings, the Architect shall meet with the Project Management Team, the Environmental Health and Safety Committee, to determine specific

and detailed requirements of all spaces in the proposed building and surrounding site requirements. The mechanical and electrical systems to serve the building shall be determined during this period and shall be described in the Design Development Documents.

The Architect's study and analysis during this phase shall be in such detail that all data is sufficient to begin production of construction drawings, when so directed.

All sustainability or Green Building Code compliance goals shall be determined, identified in the Documents and integrated into the Cost/Budget Estimate in the Design Development Submittal.

Value engineering. Modifications or changes resulting from value engineering and design review sessions must be incorporated into the design development documents before approval is given to proceed to construction document phase.

All substantial design decisions and budget confirmation shall be resolved for the MCIAA to approve the Design Development Submittal.

SUBMITTAL REQUIREMENTS

In addition to that required in the Schematic Design Submittal, the following shall, as a minimum, be provided as part of the Design Development Document submittal. The Architect may submit additional information as appropriate.

Drawings

All drawings submitted to MCIAA shall be dated, show scale and orientation of drawing, and shall carry the title of the project and the Architect and their Consultants. The project will be given an official title, which may be used with consistency on all documents.

Included in the Drawings, a Code Compliance information identifying Occupancy Type and Construction Type allowable and actual calculations in sufficient detail to support the specific design. Additional Code excerpts shall be included as possible. The Code Compliance must be reviewed by the MCIAA Building Office prior to submittal of the Design Development.

Design Development drawings shall be at the same scale as that to be used for the Construction Documents drawings. These drawings shall develop the design approved in the Schematic Design Phase. They shall show all room and space uses, including location of items of fixed equipment and major pieces of movable equipment whether the Owner or Contractor supplied. Basic structural, mechanical and electrical systems shall be determined and shown on the drawings. Program room numbers and computed net areas of rooms shall be

shown. Elevations and sections shall be developed to a degree that illustrates the range of materials, final appearance and nature of the structure of the building. Drawings shall include major control dimensions and enough other dimensions to determine all room sizes. The site plan shall show necessary utility line and connections.

The following information should be included in Design Development Submittal Documents for Code review purposes. Plans should include overall dimensions, drawn to scale, and should be of sufficient clarity to indicate fully the development of the project's location, nature and extent of the work proposed.

Provide Design Development drawings indicating, at a minimum, the following technical information.

Site Plan

Show property lines, streets, roads, sidewalks, accessible routes, curbs, curb cuts, building location, future additions, existing buildings, driveways parking lot layout, walks, steps, ramps, fences, gates and walls. Show north arrow. Provide dimensions for all setbacks and where exterior wall/opening protection may be required.

Floor Plans

Dimensions: Provide overall building and additional basic room dimensions. Show north arrow and identify the drawing(s) scale.

Room: Room names and numbers, and cross references to enlarged plans (as applicable) and the Room Finish Schedule. The room numbering shall be finalized.

Floors: Show floor elevations, ramps, and stairs.

Walls: Indicate existing and new walls. Show all fire rated corridors, occupancy separations, area separation, shaft enclosures, etc.

Doors: Door with door numbers and associated hardware schedules.

Curtain wall, Storefront, Windows and Glazing: Accurately identify the proper framing system required to support the design application. Indicate fire rated assemblies. Identify overall glazed opening sizes, particularly of operable vents.

Toilet Rooms: Identify plumbing fixtures, stalls, accessories and cross-references to enlarged plans (as applicable).

Stairs: Dimension of stairway enclosures and risers/treads in plan and section.

Miscellaneous Items: Locate drinking fountains, folding partitions, fire extinguisher cabinets, elevators, etc.

Code Compliance: Must be complied.

Coordination Plan: Provide Consultant coordination plan(s) identifying general workstation layout with the associated electrical, tele/data and other specialized utility connection locations.

Demolition Plans: When substantial demolition occurs, provide Demolition Plan clearly identifying the Scope of Work.

Roof Plan

Roof Plan Show drainage direction, crickets and skylights. Show drainage to roof drains, overflow drains, scuppers, etc. and all points of on-grade discharge. Identify roofing materials, minimum roof pitch. On surface mounted gutters, show the gutters, collection boxes, downspouts and point of discharge. Identify the relative elevation of the roof drainage surfaces.

Exterior Elevations

Show floor elevations, finish grades and vertical dimensions of the building elements, floors, ceilings, and openings. Show roof slope, door and window locations. Indicate all materials and, graphically differentiate between existing and new.

Building Sections

Show vertical dimensions relating to floor, ceiling, roof height and openings. Note and indicate all materials and extent of the fire rated assemblies.

Reflected Ceiling Plans

Indicate ceiling materials. Show proposed ceiling, lighting, grilles/registers, acoustic panels, access panels, etc. Locations: Coordinate the layout with all Consultants.

Enlarged Floor Plans and Sections (as applicable)

Toilet Room Plans: Show plumbing fixtures, accessories, stall layout and handicap accessibility.

Kitchens: Provide a commercial kitchen equipment plan and schedule when applicable.

Stair and Elevator Section(s): Show vertical/horizontal dimensions and hand/guardrail design.

Schedules

Develop profiles for doors, windows and associated frames including a Preliminary Door Schedule with required ratings and hardware groups. Provide a Room Finish Schedule.

Wall/Partition Types and Rated Assemblies

Provide a legend identifying the materials used and fire/acoustic rating as applicable. Properly cross reference to the plans and

sections.

Structural Notes

Outline to include:

Live Loads: Floor, stairs, corridors, roof, seismic and wind.

Dead Loads: Material weight, mechanical and electrical weight, wet-pipe or dry-pipe fire sprinkler system, and soil bearing pressure.

Materials Strength: Concrete, masonry, steel and wood.

Foundation design based on Soils Report.

Structural Schematics

Provide Foundation Plan and Structural Plan that include floor, roof and wall construction. Particularly in buildings containing sensitive equipment, the Architect and Engineer shall incorporate vibration analysis and mitigation appropriate to the project requirements.

Technical Design Development Drawings

Mechanical Drawings

- k. Updated narrative description of the proposed HVAC system.
- l. Scaled plans of each floor, showing double-line duct layouts, equipment locations, typical heating and cooling devices (e.g. scaled VAV boxes and branches with supply and return diffusers).
- m. Mechanical-room drawings, showing locations and sizes of AHU(s), fans, pumps, compressors, heat exchangers, etc. Show elevation cross sections where necessary.
- n. Update HVAC load calculations
- o. Provide sufficient accessibility to all equipment and devices (e.g., coil pull, VAV, AHU, HX equipment).
- p. System schematics showing all system components and control devices and "detailed" sequence of operation.
- q. Roof layout drawing indicating intake and exhaust louver location and orientations relative to plumbing vents and lab exhaust.
- r. To ensure "fit" in small or confined spaces with other disciplines, develop sealed composite drawings as found necessary.
- s. Show smoke control system operation in narrative and single line diagram.
- t. Particularly in buildings containing sensitive equipment, the Architect and Engineer shall incorporate vibration analysis and mitigation appropriate to the project's requirements.

Plumbing Drawings

- l. Updated narrative document.
- m. Plans of each floor, noting fixture locations and types. Indicate routing of main distribution lines with sizes.
- n. General arrangement of all piping systems (domestic water, hot water, gas, sewer, storm, specialty lab gases and Fire

	<p>Protection).</p> <ul style="list-style-type: none"> o. Location and sizes of all water, sanitary sewer, primary and overflow storm drain and sprinkler piping. p. Location of all floor drains, roof drains and floor sinks in toilet rooms, mechanical rooms, etc. q. Tentative fixture schedule. r. Location, sizes and types of water heaters, heat exchangers, pump pits, and flues when required. s. Provide a fixture-count calculation sheet. t. Utility connections to the tunnel piping distribution systems if required by the design. u. Proposed janitors closet location and mop sink fixtures at each floor. v. Roof layout drawing indicating proposed roof penetrations for storm drains and all roof vents. <p>HVAC Drawings</p> <ul style="list-style-type: none"> j. Updated narrative description of the proposed HVAC system. k. Plans of each floor, showing double-line duct layouts, equipment locations, and typical heating and cooling devices (e.g., VAV box, branches & GRDs l. Equipment schedules with tentative sizes, capacities, features, etc. m. Mechanical-room drawings, showing locations and sizes of fans, pumps, compressors, heat exchangers, etc. Show elevation drawings to ascertain fit among other disciplines. n. HVAC load calculations. o. Accessibility to all equipment and devices. p. System schematics showing all system components and control devices and sequence of operation. q. Roof layout drawing indicating louver intake and exhaust orientations relative to plumbing vents and lab exhaust. r. M.E. smoke control exhaust system where required. <p>Electrical Drawings</p> <ul style="list-style-type: none"> f. Updated narrative description of the Electrical system. g. Identify proposed electrical room/closet areas. h. Identify main electrical feed type of service and location. i. Identify and locate proposed electrical sub-panel locations, type and size at each floor. j. Tentative lighting fixture layout, type and count. Show electrical service and electrical panel locations.
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Show Light fixtures layout.

Specification Outline

Particularly if the building contain sensitive equipment and/or sound sensitive applications, the Architect and Engineer shall incorporate vibration analysis and mitigation appropriate to the project requirement. Use caution when selecting and locating Transformers.

MCIAA is very concerned that lighting design is accomplished in a maintainable and efficient manner: use of an excessive number of fixtures and/or different types of fixtures/lamps is not acceptable.

Describe structural, mechanical and electrical systems including fire protection. Establish specification sections for principle materials and finishes.

All Floor Plans and Room Finish Schedules shall the approved room numbers. Room numbers shall be assigned by the Architect and reviewed by MCIAA Project Management Team.

Technical Specification

A specification (based on Schematic Design Phase outline) listing the major components of the design is required including a description of the items of equipment that will be required to be furnished by the Contractor. The Architect shall provide a list of materials or equipment items that are being proposed that vary from the requirements and standards stated in this Manual or the Building Program. Product data and technical information shall be provided for materials and systems recently developed, requiring specific performance criteria, or unfamiliar to the MCIAA's Technical Staff: review with the MCIAA Project Management Team. Provide major mechanical system component, lighting fixture and plumbing fixture product information.

Tabulation of Areas

The Architect shall prepare a tabulation of areas (updated from Schematic Design Phase). The tabulation shall indicate the Net Assignable Square Meter (NASM) of all spaces. Programmed spaces shall identify Building Program room name.

Cost Estimate

The Architect is required to prepare a statement of probable construction cost of the Project based on the

Design Development Documents. Appropriate amounts of contingency and inflation shall be included in the construction estimate to reflect anticipated condition at the time of bidding.

Energy Report

The Architect is required to prepare a report describing energy considerations and recommendations including building operations cost projections. These shall be reviewed with the MCIAA Project Management Team.

4.) CONTRACT DOCUMENT PHASE

GENERAL

Contract Documents shall be developed from the approved Design Development Documents. These shall be complete in all aspects to permit intelligent bidding and construction. All elements shall be shown and appropriately detailed.

The Architect is responsible for developing the Technical Specifications and Drawings, and all other requirements for the construction of the entire project in accordance with applicable regulations and codes.

Contract Documents shall not be started until the Design Development Documents have been approved in writing.

During the development of the Contract Documents it may be necessary for the Architect to obtain some additional information from the Building users.

Informal reviews should be scheduled with personnel concerned at appropriate points in the development of the drawings and specifications to ensure that all interested parties are satisfied with the documents.

The Architect must furnish a letter stating that no asbestos containing products were specified in the Project Documents or included in the building materials.

No materials, components, systems and equipment shall be specified, approved or used which will be discontinued or redesigned from the manufacturer or suppliers in the near future, preferably within five (5) years. The Architect and Consultants shall perform a diligent investigation to assure the MCIAA of this.

SUBMITTAL REQUIREMENTS

The following shall, as a minimum, be provided as part of the Contract Documents. The Architect may submit additional

information as appropriate.

Drawings

All drawings submitted to the MCIAA shall be titled and dated accurately, show scale and orientation of drawing, and shall carry the title of the project and identify the Architect with their Consultants. The project will be given an official title, which must be used with consistency on all documents.

Drawings shall be prepared on ARCH D size sheets. MCIAA shall be provided with electronic generated drawings using the latest version of AutoCad.

Separate site plans shall be prepared for above ground features and for subsurface utility lines unless the latter are very minimal and the finished drawing is fully clear in all aspects.

Drawings shall be carefully checked by the Architect to achieve coordination between all consultants, civil, structural, mechanical, electrical, specialized consultant and fixed equipment.

All floor plans and Room Finish Schedules shall have building program room names and numbers. Room Numbers shall be assigned by the Architect and approved by the MCIAA-Project Management Team.

Notes and dimensions on the drawings shall be large enough to be read easily without eye strain. Spelling shall be checked carefully.

Room Finish and Door Schedules should be incorporated in the drawings.

All items of mechanical equipment such as air handlers, pumps, fans, steam pressure reducing valves, etc. shall be scheduled on the Construction Drawings. Include all design and operating parameters for each unit.

Provide a title sheet for each set drawings identifying all abbreviations and symbols used on the drawings in a key or legend. Provide vicinity location map(s) and index of drawings.

The Title Block shall include the names, addresses and telephone/fax numbers of all Consultants.

Construction Drawings shall bear the Architect's and/or Engineer's seal and certification with signature and registration number.

One stamped set, with the Office of the Building Official's approval, shall be delivered to the MCIAA as a permanent record set.

Contract Documents Submittal

The following information should be included in Construction Document Submittal for Code review purposes. Plans should be fully dimensioned and drawn to scale and should be of sufficient clarity to indicate the precise location, nature and extent of the work proposed.

Provide Construction Drawings, which shall include, at a minimum, the following: The scale and complexity of the project will determine which specific drawing will be required.

Tile Sheet

- Table of Contents
- Names, address and contact numbers of Architect, Engineers and Consultants
- Building Code Analysis (see Schematic Design Submittal requirements)
- Note Type of Work, new construction, addition, remodel/renovation or tenant finish
- Vicinity Map
- Based on information provided the MCIAA, identify types, amounts and locations of all hazardous materials intended to be stored or used. List actual quantities and compare to exempt amounts. Note, Projects with extensive quantities of hazardous materials will be required to submit a "Hazardous Materials Management Plan" as prepared by the MCIAA-Environmental Health and Safety Office.

Site Plan shall include:

Property lines, street names, scale, north arrow
Building location, setbacks, finish floor elevation, dimensions
Contours, existing, new grades/elevation marks and drainage direction
Existing and new paving, parking lot plan
New and existing sidewalks, steps, curbs, curb cuts and drives
Fences, gates, walls and retaining walls
Existing structures, trees and shrubs to remain or to be removed
New landscaping, trees, shrubs, ground cover
New and existing utilities
Site Details including handicap curb ramps, signage, etc.

The Limits of Work shall be defined as the area necessary for the project grading, planting, utility work, walkways, roads, construction staging, etc. connects uninterrupted to the adjoining land and utilities: the interface between existing grading and new landscaping

shall be carefully coordinated.

Demolition Plan (Optional)

When the delineation between portions of existing construction to remain and to be removed becomes sufficiently complicated, a separate Demolition Plan will be required. Clearly note the specific demolition Scope of Work.

Architectural Floor Plans

Code Compliance Plan:

Dimensions: overall, building break, grid lines, room, and opening dimension, north arrow.

Rooms: room names and numbers. Cross-reference enlarged plans where applicable.

Floors: floor elevations, change in materials, ramps/stairs, floor breaks, etc.

Walls: indicate existing and new walls, wall types, material and fire rated assemblies by legend on graphics.

Doors: door swing and number.

Windows: identify size, operation, style, etc. or Window Schedule.

Toilet Rooms: plumbing fixtures, accessories, stalls, floor drains, and cross reference to Enlarged Plans.

Stairs: dimension stair enclosures, risers/treads, landings, handrails, etc. and cross-reference stair details/sections: coordinate framing with the Structural Engineer.

Miscellaneous Items: fire extinguisher cabinets, access doors, drinking fountains, folding partitions, ladders, lockers, shelving, railings, guardrails, elevators, etc.

Alterations: existing opening and new openings

Interior Elevations, Details and Sections: cross-reference on the Floor Plans.

Expansion and Control Joints: show clearly and coordinate with the Structural Engineer.

Architectural Roof Plan

Materials: type of roofing

General Roof Information: Roof drains, overflow drains, scuppers, gutters, leaders, roof high point and low points, crickets, skylights, vents, fans, mechanical equipment and roof access indicated the direction and slope of the drainage and relative elevation of the drainage surface at the working point. Identify the point of discharge of the downspouts.

Miscellaneous: Roof pavers, ladders, splash blocks, ventilation, expansion joints, etc.

Miscellaneous Vertical Elements: show all tall elements, flagpoles, mechanical stacks and flues, antennas, etc. shall be properly structurally supported with the associated flashing and roofing

details.

Expansion Joints: show clearly and coordinate with the Structural Engineer.

Architectural Exterior Elevations

Materials: identify all exterior finish materials and color selections.

Windows and Doors: provide window and door openings, window head and sill heights and indicate window and door type. Identify glazing types and tempered glazing locations.

Dimensions: grid lines, vertical dimensions, floor levels, grade elevations

Miscellaneous: note and indicate material.

Grade: show the intersection of the grade at the building accurately.

Architectural Building Sections

Dimensions: vertical dimensions relating to floor, ceiling, roof, openings, casework and other relevant information.

Cross Reference: all details

Materials: note and indicate material.

Fire Rated Assemblies: show the extent of fire rated assemblies accurately.

Architectural Reflected Ceiling Plan

Ceiling Construction: show ceiling breaks, or change in height, materials, grid pattern, diffusers, light fixtures, exit signage and access panels. Coordinate this information with the engineering disciplines.

Walls: indicate walls extending above the roof plane with wall type and fire rated assemblies as described on the Floor Plans.

Coordination: adequate interstitial ceiling space shall be provided to reasonably accommodate all mechanical, plumbing, piping, electrical and structural elements.

Architectural Enlarged Floor Plans

Toilet Room Plans: plumbing fixtures, stall layout, accessory, and handicap accessibility clearances. Cross-reference all Interior Elevation.

Commercial Kitchen Plans: required for commercial kitchen equipment layout with an Equipment Schedule, including any Owner furnished or relocated equipment, identifying and coordinating all required service connections with the Engineering disciplines.

Laboratory Plan: required when complexity warrants with an Equipment Schedule, including Owner furnished or relocated equipment, identifying and coordinating all required service connections with the specialized Consultants and the Engineering Disciplines.

Stage Plan: required for theatrical rigging and lighting with a Rigging

Schedule coordinating all required service and structural connections with specialized Consultants and Engineering disciplines.
Stair Plans and Sections: identify horizontal dimensions coordinated vertically to the Stair Sections.

Architectural Interior Elevations

Room Number: identify in the title.

Toilet Room Elevations: plumbing fixture and accessories mounting heights and handicap accessibility requirements.

Materials: indicate wall finish materials and extent: coordinate with Room Finish Schedule.

Casework and Equipment: provide interior elevations and all applicable cabinet configuration description.

Architectural Schedules

Room Finish Schedule: identify interior finishes and extent of use. Provide a Finish Materials Schedule that is coordinated with the Specifications terminology.

Door Schedule: door types, sizes and fire rating, door hardware groups.

Window Schedule: window types, frames, fire rating and glazing type and size.

Architectural Building and Wall Sections

Building Sections: provide adequate sections to describe the specific project and cross-reference the locations on the Floor Plans. Provide vertical dimensions to major design elements. Identify the extent of all fire rated assemblies.

Wall Sections: provide typical and atypical sections identifying the materials, thermal tabulation values, roofing system, vertical dimensions, etc. with particular detail to the connections to the primary structural system: coordinate with Structural Engineer. Cross-reference the location of all section cuts. Identify the extent of all fire rated assemblies.

Deflection, Expansion and Control Joints: show all vertical and horizontal joints and coordinate with the Structural Engineer. Provide adequate details.

Architectural Details and Enlarged Sections

Stairs: provide section(s) and tread dimensions, headroom clearance, and handrail details and attachment details. Coordinate with Structural Engineer.

Guardrails: height and distance between intermediate rails and attachment details.

Ramps: slope, length and handrails.

Wall Types: fire-rated construction, corridor walls, shaft walls, area separation walls, occupancy separation walls. Indicate extent of fire

rated construction/assemblies: cross-reference to the Floor Plans. Specify fire penetration sealants at rated walls.
Joints: provide adequate detailing for deflection, expansion and control joints.

Structural Notes

Live Loads: provide floors, roof, earthquake and wind load criteria.

Dead Loads: provide large mechanical and electrical equipment weights and soil bearing pressure information.

Material Strength: identify concrete, masonry, steel and wood unit strengths. Identify any "Special Testing" requirement and review the Scope of Work.

Foundation Design: reference the Soils Report by origin, number and date.

Lintel and Opening Schedules

Special Finishes and Grades: identify special architectural finishes for exposed concrete, steel fabrication, concrete floors, etc. and areas requiring restrictive tolerances. Coordinate with the Architect.

Structural Floor and Roof Plans shall include:

Foundation Plan and Structural Framing Plans: provide foundation, floor, and roof plans of all full and partial levels. Use elevation datum reference consistent with the Architectural drawings. Coordinate floor elevations with the Architect. Coordinate and identify primary openings.

Structural Wall, Plan Details and Details shall include:

Provide wall, plan and detail sections as necessary to describe the construction. On structural steel stud framed walls, provide adequate information on the stud characteristics and framing details.

Mechanical Plans shall include:

3. Specifications:

Complete Sets of Specifications corrected to meet Standards.

4. Mechanical and Plumbing

All Mechanical and Plumbing systems shall be indicated on the contract drawings to include the following:

- a. All plumbing riser diagrams complete with pipe sizes, valve and fixture unit notations
- b. All piping riser diagrams representing each type of system complete with pipe sizes and valves and capacities.
- c. Plumbing and piping equipment connection details for all equipment/devices
- d. Plumbing drawings indicating all roof and storm system

- piping.
 e. Coil piping detail indicating all valve, drains, vents and piping arrangements.
 f. High temperature piping drawing showing all pipe, valves and fittings as found applicable.
 g. Heat exchanger piping connection details indicating all valves, drains and vent piping.
 h. Water heater and miscellaneous piping detail.
 i. Access doors as required for plumbing and piping access.
 j. Design calculations for plumbing, piping and HVAC.
 k. Equipment installation details where required.
 l. Cross section drawings where required.
 m. Control diagrams with detailed sequence of operations
 n. Drawings of each area showing double line supply, return, exhaust ductwork with corresponding riser diagrams.
 o. Air Flow Balancing Riser Diagram showing airflow quantities throughout the building including exhaust.
 p. Complete HVAC and Plumbing Equipment/Devices Schedule with capacities and design criteria.
 q. Detailed Mechanical Room drawings showing all equipment with cross section drawings where required.
 r. Show all fire dampers and/or combination smoke and fire dampers.
 s. Kitchen and fume hood exhaust systems including sizes of all ductwork including grease traps.
 t. Fire suppression sprinkler and standpipe system locations and main connections.
 u. Smoke control devices in ductwork as found applicable.
 v. Indicate type and size of all flues. BTUH input/output capacities and gas pipe sizing for equipment.
 w. Deliver one complete set of CADD files corrected to meet Standards prior to contract award.

Electrical Plans shall include:

Electrical service and distribution equipment location, transformers, electrical meter, main and sub-panel, etc.
 Exit sign locations, light fixtures layout and emergency lighting.
 Fixture type and schedule. Specify fixture types to minimize the number of lamp types required for maintenance.
 Electrical outlets and circuits
 Coordinated Tele/Data rough-out locations.
 Fire alarm/detection system.
 Light fixture schedule.
 Panel circuit schedule/calculations.
 One-line distribution system diagrams.
 Coordinated door security system rough-out locations.
 Specify fixture luminaires as to minimize the number of types required for maintenance.

Technical Specifications:

Shall include the Owner's Project Intent and written Basis for Design.

Describe structural, mechanical and electrical systems.

Complete specification sections for principle materials and finishes.

Remodel/addition projects should additionally indicate interface with existing conditions and limits of work within the existing building and provide information on the connection point data schedule. The importance of complete and thorough Specifications cannot be too strongly stressed. Specifications shall be carefully checked to include all items pertaining to the project and to eliminate inclusion of items not incorporated into the project. The terminology, references and abbreviations used on the drawings shall be consistent with the Specifications.

The Specifications shall include a complete summary list all required shop drawing, samples and product data.

The Specifications shall include a complete list of standard warranty and extended guarantee items and list of items for which operations and maintenance data are required.

The Architect shall be responsible for reviewing and approving Operations and Maintenance (O&M) Manuals from the Contractor(s) and delivering them to the MCIAA-Project Management Team.

The Specification shall include a summary list of Owner's Stock Items, additional quantities beyond that require to complete the construction to be used for future maintenance such as carpet, luminaires, paint, etc.

References to industry standards shall be checked to verify correct identification of number and date of issue.

During the reviews by MCIAA, the Specifications will be checked, but the Architect should not rely upon this, including requirement of this Design Guidance, in lieu of their careful preparation and personal checking.

Specifications shall be prepared using the CSI format.

This Manual incorporates certain requirements in the selection of materials and quality of workmanship to be incorporated in the technical sections of the Specifications.

The terms "to be", "must be" "should be" and will are not acceptable. The mandatory "shall" or "shall be" are the only forms with full legal

force.

Throughout the Specifications, the Architect shall use a performance type description as far as possible, meeting certain established and recognized industry standards (e.g., ASTM). Where there is not feasible because such standards have not been established, list three equally acceptable manufacturers or suppliers. The name of one type followed by “or equal” or “approved equal” is not considered to be an adequate Specification. As a possible alternative to this procedure, the statement “equal to item ‘X’ as manufactured by ‘ABC Company’ will be acceptable as a means of establishing the quality desired. Approval of “equal” items shall not occur during bidding and issued in addenda.

For consistency in format the following rules should be observed:

- j. The term “Architect”, refers to the Architect and/or Consultants and Engineers who prepares the documents. The terms should be capitalized.
- k. The term “Owner” should be capitalized, and no other term should be used in reference to the MCIAA and/or the Owner’s Representative.
- l. References to the “Drawings” should be that, and not to less inclusive term “plans”. Drawings refers to that portion of the Contract Documents.
- m. “Specification” should be capitalized when reference is made to those trade sections generally and refers to that portion of the Contract Documents.
- n. “General Conditions”, “Supplementary Conditions”, and “Special Conditions” are conditions of the Contract and are not parts of the Specifications.
- o. The term “Contractor” should be capitalized and refers to the prime Contractor and/or the Sub-contractor and Suppliers contracted directly by them.
- p. When reference is made to the “Contract” between a Contractor and the Owner it should be capitalized.
- q. The term Contract Documents refers to all documents identified in the Contract between Owner and Contractor and in the General Conditions.
- r. The term “Project”, “Architect”, “Owner” and “Owner’s Representative” should be capitalized.

Project Manual

The "General Conditions", Supplementary Conditions", "Special Conditions", and other building requirements should be bound together with the "Technical Specifications" to form the Project Manual. The Architect shall obtain special permission from the Owner's Representative before placing other documents such as schedules and detail drawings in the Project Manual. All pages shall be numbered. It is optional with the Architect that individual paragraphs have their own numbers.

An index or table of contents for the entire Project Manual is essential. The use of different colored paper for the major divisions is required as follows:

Boiler Plate

- Index – White
- Advertisement for Bids – Optional
- Instruction to Bidders – Provided by the Contractor
- Form of Bid – White – Provided by the Contractor
- General Conditions
- Supplementary Conditions
- Special Conditions – project specific modifications as reviewed and approved by the Owner.

Technical Specifications

- Architectural Specifications – White
- Mechanical Specifications – Blue (preferred)
- Electrical Specifications – Yellow (preferred)

Copies of the Project Manual should be bound in such a manner that they will not fall apart in use. Substantial cover stock and binders should be used.

The Project Manual should carry official Project title, Architect's and primary Consultants name and date on the cover. This date shall be the same that on the Drawings and, in the case were earlier editions exist, shall be titled Contract Edition. Architect's and Engineer's seals shall be placed on the title page.

Tabulation of Areas

The Architect shall prepare a final tabulation of areas (updated from Design Development Phase). The tabulation shall indicate the Net Assignable Square Meter (NASM) of all spaces.

Cost Estimate

The Architect shall advise the Owner of any adjustments in probable construction cost during this phase.

REVIEWS

At completion of the submittal for the Contract Documents Phase, the Architect is required to secure all required approvals necessary for the Building Permit. Copies of the governmental agency's review comments and the Architect resolution shall be provided to MCIAA with one (1) officially stamped and approved set of Contract Documents.

Because changes will probably be required, the reproduction in multiple copies for bidding should not be made until after the Reviews are completed.

The Contract Documents will be critically examined by the MCIAA to insure that the requirements of the Building Program are satisfied. The primary emphasis is to assure that the approved Design Development has been described in adequate technical terms to complete the Project on time and within budget. Some of the primary concerns are construction durability, life/safety related to the Codes, sustainability goals, building atmospheric controls, energy efficiency and general completeness/coordination of the documents. Compliance to all applicable Codes is the responsibility of the Architect and their Consultants.

The Scope of Work must be sufficiently defined in the documents to prevent unreasonable cost escalation during construction. The MCIAA's written and "redlined" comments will be transmitted to the Architect. The Architect and their Consultants shall respond to the MCIAA's comments and incorporated all necessary change into the final Contract Documents.

After the Contract Documents have been approved by the MCIAA, the Architect will be notified in writing to issue the final Contract Documents for Bidding.

5.) Contract Administration

- Attend Management and Technical Meetings at Site;
- Assist the contractor with the interpretation of the contract documents and to verify at the work conforms to the documents.
- Certify payments billed/earned by the contractor

B. Project and Construction Management

5) Project Management Services

Project management, being the management group for and on behalf of the Employer of the entire process necessary for the procurement of the design and the construction of the Project from the briefing through to commissioning and

occupation taking into account the Employer's requirements in respect to aesthetics, quality, cost and time, including the following:

- Project administration as stated above.
- Establish MCIAA's needs.
- Advise the Employer on the need for other professionals and making recommendations.
- Conduct Feasibility Study and Cost Benefit Analysis for the Project.
- Prepare Project Timeline for the Project
- Prepare all documents and requirements of republic Act 9184 (RA 9184)
- Negotiate and agree on conditions of engagements with consultants.
- Analyze and prepare MCIAA's needs in details.
- Ensure that statutory consents are obtained.
- Prepare programs for all pre-contract and contract activities and monitoring progress and adjusting the program as necessary.
- Establish types of meetings, attendance, chairmanship and issuing of agendas and minutes.
- Obtain advices for MCIAA as to various insurances and/or warranties and ensuring compliance by those required to affect such insurances and/or warranties.
- Advise MCIAA on the form of contract and the method of contractor selection in conjunction with other professionals.
- Arrange lists of tenderers, the tender opening and credit checks, co-ordinating reports on tenders and making recommendations to the Employer.
- Establish a framework for monitoring progress, maintaining financial management and regularly reporting to the Employer.
- Coordinate inspections and handovers, ensuring that commissioning of the building and services is properly undertaken and obtaining test results, test certificates, as-built plans/drawings, maintenance manuals and guarantees.
- Establish the actual number of working days required to complete the PROJECT through PERT/CPM (includes scope of works/program of works/timeline and others) analysis of the project activities and corrected for holidays and weekends as part of the bid documents for the bidding of construction for the project;
- Establish the number of unworkable days considered unfavorable for the execution of works at the construction site based on the record of PAGASA.
- Specify the deliverable activities, documents and

	<p>schedule for the submission of the deliverables and completion of the activities for the construction.</p> <ul style="list-style-type: none"> • Check for provision on design and construction supervision. • Prepare all necessary bidding requirements for the construction of the project as defined in RA 9184. <p>6) Construction Management Phase</p> <p>Construction management services, being the management group of the construction process of works executed under multiple direct contracts, from inception to completion, but without the acceptance of liability of the contractual risks associated with the role of the contractor, including the following:</p> <ul style="list-style-type: none"> • Coordinate with other professionals as necessary in order to establish the scope of work embodied in each component of the project. • Coordinate and integrate the construction programs of the various works into an overall construction program, including ensuring timely delivery of the project. • Coordinate with the Contractor the preparation of Overall Program of Works/Schedule of Works for the whole Project to be done by the Contractor, relative to the progress of the project and submission of progress billings. • Coordinate closely with the Contractor the execution of the construction process to ensure adherence to the overall construction program. • Arrange and monitor execution of the construction processes to ensure adherence to the specification. • Ensure that all necessary inspections are carried out. • Arrange for and monitor the rectification of defective work including that arising during the contractual defects liability period. • Review and approve billings of architectural and engineering components. • Conduct final inspection and approves installed architectural and engineering components related items. • Conduct final inspection of work and fixtures. • Minimum number of key personnel on site. <ul style="list-style-type: none"> ➤ 1 Project manager, ➤ 1 Project Engineer or Assistant Engineer for each division (Civil, Electrical, Mechanical and ECE) ➤ 1 Project Supervisor for each division (Civil, Electrical, Mechanical and ECE) • Should have a Field Office within or adjacent to the
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jobsite.

7) Project Monitoring Phase

Monitoring and controlling consists of processes performed to observe project execution so that potential problems can be identified in a timely manner and corrective action can be taken, when necessary, to control the execution of the project. The key benefit is that the project performance is observed and measured regularly to identify variances from the project management plan. Monitoring and controlling includes:

- Measuring the on-going project activities *'where we are');
- Inspecting and expediting work;
- Monitoring the project variables (cost, effort, scope, etc.) against the project management plan and project performance baseline (where we should be);
- Checking and verifying the quantities and qualities of work accomplished by the contractor as against the approved plans, specifications and scope of work;
- Identifying corrective actions to address issues and risks properly (How can we get on track again);
- Reviewing, verifying and recommending the approval of statements of work accomplished, progress billing, final billings and certificate of project completion;
- Influencing the factors that could circumvent integrated change control so only approved changes are implemented;
- Monitoring of delivery of materials including testing;
- Submitting monthly progress report on the status of the project.

Details of monthly progress report must include:

- Management summary;
- Key milestone table that represents significant project progress such as;
 - ✓ Division of works
 - ✓ Plan of completion date
 - ✓ Activities done 2 months ago prior to completion date
 - ✓ Current forecast and completion date
 - ✓ Actual completion date

	<ul style="list-style-type: none"> ➤ Progress and deviation from plan; ➤ Bar chart that includes scope of works with details, forecast and completion percentages and actual completion percentages <p>8) Project Administration service</p> <p>Project administration services, being the administration of the construction processes on behalf of the employer from inception to completion, includes the following:</p> <ul style="list-style-type: none"> • Arranging, attending and keeping minutes of meetings. • Preparing contract documents for signing and safekeeping of same. • Establishing whether all insurances and guarantees have been effected. • Arranging for the handling over of the site and pointing out of pegs, beacons and datum levels to the contractor. • Receiving and attending to notices served in terms of the construction contract. • Issuing instructions, payment certificates, financial statements and certificates of completion prepared by others and notifying those concerned about the status of their involvement. • Deciding on any extension of the construction period and penalties. • Determining disagreements, excluding services related to mediation, arbitration and litigation.
5	No further instructions.
6.1	Sub-contracting is not allowed.
6.2	Not applicable
7.1	The Procuring Entity will hold a pre-bid conference for this Project on March 9, 2018 (Friday) 10:00 a.m. at the BAC Office, MCIAA, Lapu-Lapu Airport, Lapu-Lapu City.
8.1	The Procuring Entity's address is: Lapu-Lapu Airport Road, Mactan-Cebu International Airport, Lapu-Lapu City
10.1(b)	Not applicable

10.1(c)	<p>The minimum required experience of proposed professional staff is as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td data-bbox="424 297 1385 398" style="text-align: center;">QUALIFICATION OF KEY PERSONNEL THAT MAY BE ASSIGNED TO THE JOB</td> </tr> <tr> <td data-bbox="424 398 1385 477">Key Personnel:</td> </tr> <tr> <td data-bbox="424 477 1385 808"> <p>Principal Architect/Project Manager (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Architecture with valid PRC license, registered since year 2007 or earlier. ▪ With minimum ten (10) years of experience on design and/or building construction management. ▪ With educational training in the fields of construction management and other related works. ▪ Preferably with Doctorate or Master's Degree or other degree related to the profession. </td> </tr> <tr> <td data-bbox="424 808 1385 1249"> <p>Architect (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Architecture with valid PRC license, registered since year 2007 or earlier. ▪ With minimum ten (10) years of experience on architectural design. ▪ With educational training on architectural design, trainings registered at/under UAP (United Architects of the Philippines) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. ▪ Knowledge on architectural design using facility of Computer-Aided Design (CAD). </td> </tr> <tr> <td data-bbox="424 1249 1385 1581"> <p>Landscape Architect (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Landscape Architecture with valid PRC license, registered since year 2007 or earlier. ▪ With minimum ten (10) years of experience on landscape design. ▪ With educational training on landscape design. ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. </td> </tr> <tr> <td data-bbox="424 1581 1385 1984"> <p>Civil Engineer (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Civil Engineering with valid PRC license, registered since year 2007 or earlier. ▪ With minimum ten (10) years of experience on his/her profession. Member of Philippine Institute of Civil Engineers (P.I.C.E.). ▪ With educational training on civil engineering and/or construction management. ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. </td> </tr> <tr> <td data-bbox="424 1984 1385 2018"> <p>Structural Engineer (1)</p> </td> </tr> </table>	QUALIFICATION OF KEY PERSONNEL THAT MAY BE ASSIGNED TO THE JOB	Key Personnel:	<p>Principal Architect/Project Manager (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Architecture with valid PRC license, registered since year 2007 or earlier. ▪ With minimum ten (10) years of experience on design and/or building construction management. ▪ With educational training in the fields of construction management and other related works. ▪ Preferably with Doctorate or Master's Degree or other degree related to the profession. 	<p>Architect (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Architecture with valid PRC license, registered since year 2007 or earlier. ▪ With minimum ten (10) years of experience on architectural design. ▪ With educational training on architectural design, trainings registered at/under UAP (United Architects of the Philippines) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. ▪ Knowledge on architectural design using facility of Computer-Aided Design (CAD). 	<p>Landscape Architect (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Landscape Architecture with valid PRC license, registered since year 2007 or earlier. ▪ With minimum ten (10) years of experience on landscape design. ▪ With educational training on landscape design. ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. 	<p>Civil Engineer (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Civil Engineering with valid PRC license, registered since year 2007 or earlier. ▪ With minimum ten (10) years of experience on his/her profession. Member of Philippine Institute of Civil Engineers (P.I.C.E.). ▪ With educational training on civil engineering and/or construction management. ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. 	<p>Structural Engineer (1)</p>
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<p>Structural Engineer (1)</p>								

	<ul style="list-style-type: none"> ▪ Graduate of B.S. in Civil Engineering with valid PRC license, registered since year 2007 or earlier. ▪ With minimum ten (10) years of experience on his/her profession. ▪ Duly Accredited Structural Engineer. ▪ With educational training on civil or structural engineering design registered at/under Philippine Institute of Civil Engineers P.I.C.E. or Association of Structural Engineers of the Philippines (ASEP). ▪ Preferably with Doctorate or Master's degree or other degree related to the profession.
<p>Professional Electrical Engineer (1)</p> <ul style="list-style-type: none"> ▪ Must be a Professional Electrical Engineer with valid PRC license. ▪ With minimum ten (10) years of experience on his/her profession. ▪ With educational training on electrical design. ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. 	
<p>Professional Mechanical Engineer (1)</p> <ul style="list-style-type: none"> ▪ Must be a Professional Mechanical Engineer with valid PRC license. ▪ With minimum ten (10) years of experience on his/her profession. ▪ With educational training on mechanical design. ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. 	
<p>Sanitary Engineer (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B. S. Sanitary Engineering or B.S. in Environmental and Sanitary Engineering with valid PRC license, registered since year 2007 or earlier. ▪ With minimum ten (10) years of experience on his/her profession. ▪ With educational training on sanitary engineering or environmental and sanitary engineering such as waterworks, sewage, and drainage systems. ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. 	
<p>Electronics and Communications Engineer or Electronics Engineer (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B. S. Electronics Engineering or B.S. in Electronics and Communication Engineering with valid PRC license, registered since year 2007 or earlier. 	

	<ul style="list-style-type: none"> ▪ With minimum ten (10) years of experience on his/her profession. ▪ With educational training on electronics or electronics and communications design. ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. <p>Acoustic Designer/Specialist (1)</p> <ul style="list-style-type: none"> ▪ Graduate of any four or five year course ▪ With minimum five (5) years of experience on his/her profession. ▪ With educational training on acoustic design. ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. <p>Interior Designer (1)</p> <ul style="list-style-type: none"> ▪ Graduate of Interior Design Course with valid PRC license. ▪ With minimum ten (10) years of experience on his/her profession. ▪ With educational training on interior design. ▪ Preferably with Doctorate or Master's degree or other degree related to the profession.
10.2 (c)	<p>The short-listed consultant shall submit the following as part of the first (1st) Bid Envelope:</p> <ol style="list-style-type: none"> 1. TPF 1. Accomplished Technical Proposal Submission Form; 2. TPF 2. Consultant's References; <p><i>NOTES:</i></p> <p>For each project, the outline should indicate inter alia, the project, contract amount and consultant's involvement. Information should be provided only for those projects for which the consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners and/or subcontractors, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.</p> <ol style="list-style-type: none"> 3. TPF 3. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be

Provided by the Procuring Entity'

NOTES:

This requirement shall include comments, if any, on the TOR to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable Suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule.

Further, this requirement shall also include a list of facilities requested by the Consultant to be provided by the Procuring Entity in addition to those shown on the Data Sheet that may include support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.

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

NOTES:

This requirement shall provide a concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR.

5. TPF 5. Team Composition and Task Projects;

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

NOTES:

The CV shall include the name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned.

Only one (1) CV for each consultant involve in the Project may be submitted for each position, subject to the condition that all proposed key personnel of the consultant should submit their respective CVs.

The Procuring Entity requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A

	<p>zero rating shall be given to a nominated expert if the expert:</p> <ul style="list-style-type: none"> a) is proposed for a domestic position but is not a Filipino citizen; b) failed to state nationality on the CV; or c) the CV is not signed <p>7. TPF 7. Time Schedule for Professional Personnel;</p> <p><i>NOTES:</i></p> <p>This requirement shall clearly indicate the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts. The schedule shall also indicate when the experts are working in the project office and when they are working at locations away from the project office.</p> <p>8. TPF 8. Activity (Work) Schedule;</p> <p><i>NOTES:</i></p> <p>This requirement shall refer to a work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR.</p> <p>9. Bid Securing Declaration or Bid Security in the prescribed form, amount and validity period;</p> <p>10. Organizational Chart for the contract to be bid;</p> <p><i>NOTES:</i></p> <p>This requirement shall indicate relationships amongst the Consultant and any partner and/or subcontractor, the Procuring Entity, the Funding Source and the GOP, and other parties or stakeholders, if any, involved in the project.</p> <p>11. List of ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the last ten (10) years from the Submission, Receipt, Opening and Preliminary Examination of the Eligibility Documents (2007 to 2017).</p> <p>The statement shall include, for each contract, the following:</p>
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	<ol style="list-style-type: none"> 1) the name and location of the contract; 2) date of award of the contract; 3) type and brief description of consulting services; 4) consultant's role (whether main consultant, subcontractor, or partner in a JV) 5) amount of contract; 6) contract duration; and 7) certificate of satisfactory completion. <p>In lieu of the Certificate of Satisfactory Completion, consultants shall submit copies of either the following documents for all their completed contracts:</p> <ol style="list-style-type: none"> 1) official Receipts, 2) Service Contract, 3) Certification that the bidder rendered satisfactory service issued by the client; or 4) Statement under oath that the bidder rendered satisfactory service. <p>12. List of Key Personnel to be assigned to the contract to be bid, with the complete qualification and experience date.</p> <p>13. Omnibus Sworn Statement in accordance shall be supported by an attached documents showing proof of authorization, e.g., duly notarized Secretary</p> <p>14. S Certificate. Board/Partnership Resolution or a Special Power of Attorney (SPA), whichever is applicable.</p>
11.2	<p>The short-listed consultant shall submit the following as part of the Second (2nd) Bid Envelope:</p> <ol style="list-style-type: none"> 1. FPF 1. Accomplished Financial Proposal Submission Form 2. FPF 2. Summary of Costs 3. FPF 3. Breakdown of Price Per Activity 4. FPF 4. Breakdown of Remuneration Per Activity 5. FPF 5. Reimbursable Per Activity

	6. FPF 6. Miscellaneous Expenses							
11.5	The Consultant shall be subjected to Withholding Tax and other applicable taxes as provided under the National Internal Revenue Code of the Philippines and other applicable rules and regulations and issuances of the bureau of Internal Revenue (BIR).							
11.7	<p>The ABC for the project is in the amount of Fourteen Million Four Hundred-Fifty Thousand Pesos (PhP 14,450,000.00), VAT exclusive, zero-rated transaction.</p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>							
13.1	The bid prices shall be quoted in Philippine Pesos.							
13.3	No further instructions.							
14.1	Bids will be valid for One Hundred Twenty (120) calendar days from the date of Opening and Preliminary Examination of Bids.							
15.1	<p>The bid security shall be limited to a Bid Securing Declaration or any of the following forms and amounts:</p> <table border="1" data-bbox="419 1111 1385 2033"> <tr> <td style="text-align: center;">Item</td> <td> <p>a) Cash, Cashier's/ Manager's check issued by Universal or Commercial Bank;</p> <p>b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank</p> <p style="text-align: center;">[at least Two Percent (2%) of the ABC]</p> </td> <td> <p>c) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission authorized to issue said security specific for the project</p> <p style="text-align: center;">[at least Five Percent (5%) of the ABC]</p> </td> <td> <p>Bid Securing Declaration as provided in Section VIII hereof (Bidding Forms)</p> <p style="text-align: center;">[No percentage required]</p> </td> </tr> </table>				Item	<p>a) Cash, Cashier's/ Manager's check issued by Universal or Commercial Bank;</p> <p>b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank</p> <p style="text-align: center;">[at least Two Percent (2%) of the ABC]</p>	<p>c) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission authorized to issue said security specific for the project</p> <p style="text-align: center;">[at least Five Percent (5%) of the ABC]</p>	<p>Bid Securing Declaration as provided in Section VIII hereof (Bidding Forms)</p> <p style="text-align: center;">[No percentage required]</p>
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		PhP 289,000.00	PhP 722,500.00	The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the procuring entity and furnish the required performance security within ten (10) calendar days, or less, as required under ITB Clause 33.2 of the Bidding Documents, from Receipt of the Notice of Award, and committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as required in the guidelines issued by the GPPB.
15.2	The bid security shall be valid for a period of One Hundred Twenty (120) calendar days from the date of Opening and Preliminary Examination of Bids.			
15.5(b)(iii)	<p>The grounds for forfeiture of bid security are as follows:</p> <ol style="list-style-type: none"> 1. Submission of eligibility requirements containing false information or falsified documents; 2. Submission of bids that contain false information or falsified documents, and the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding; 3. Allowing the use of one's name, or using the name of another for purposes of public bidding; 4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid; 			

	<p>5. Refusal or failure to post the required performance security within the prescribed time;</p> <p>6. Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;</p> <p>7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor;</p> <p>8. Failure of the potential joint venture partners to enter into the joint venture after bid is declared as successful;</p> <p>9. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids, or patently insufficient bid, for at least three (3) times within a year, except for valid reasons;</p> <p>10. Withdrawal of its bid during the period of bid validity specified in ITB Clause 17;</p> <p>11. Does not accept the correction of errors pursuant to ITB Clause 28.3 (b);</p> <p>12. Fails to submit the requirements within the prescribed period or a finding against their veracity as stated in ITB Clause 29.2;</p> <p>13. If the successful bidder fails to furnish the performance security in accordance with ITB Clause 33.</p>
15.5(b)(iii)	No further instructions.
17.1	No further instructions.
17.3	The short-listed bidder shall submit one (1) original and three (3) copies of the first and second components of its bid.
18	<p>The address for submission of bids is BAC Office, former Aboitiz 2Go Building, Lapu-Lapu Airport Road, MCIA, Lapu-Lapu City.</p> <p>The deadline for the Submission and Receipt of Bids is on March __, 2017 (day), 10:00 a.m.</p> <p>The place of opening and examination of the First (1st) Bid Envelope containing the Technical Component is BAC Office, former Aboitiz 2Go Building, Lapu-Lapu Airport Road, MCIA, Lapu-Lapu City.</p> <p>The date and time of opening and examination of the First (1st) Envelope containing the Technical Component is on March __, 2017 (day), 10:00 a.m. onwards.</p>

	<p>The place of opening of the Second (2nd) Bid Envelope containing the financial Component is BAC Office, former Aboitiz 2Go Building, Lapu-Lapu Airport Road, MCI, Lapu-Lapu City.</p> <p>The date and time of opening and examination of the First (1st) Envelope containing the Technical Component is on March ____, 2017 (day), 10:00 a.m. onwards.</p>												
22.1	No further instructions.												
25.1	<p>Following processes for the opening and evaluation of bids shall be adopted:</p> <p>a) The technical proposal together with the financial proposal shall be considered in the ranking of consultants. The technical proposals shall be evaluated first using the criteria in ITB Clause 25.2. The financial proposals of the consultants who meet the minimum technical score shall then be opened.</p> <p>b) The financial and technical proposals shall be given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the technical criteria shall be adjusted accordingly such that their total weight in percent together with the weight to the financial proposal shall add to one hundred percent (100%). The BAC shall rank the consultants in descending order based on the combined numerical ratings of their technical and financial proposals and identify the Highest Rated Bid.</p> <p>c) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the evaluation from the BAC.</p> <p>d) After approval by the HoPE of the Highest Rated Bid, the BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for negotiation in accordance with ITB Clause 27.</p>												
25.3	<p>The numerical weight and the minimum required St for each criterion are as follows:</p> <table border="1" data-bbox="421 1693 1383 2016"> <tr> <td data-bbox="421 1693 491 1760">1.</td> <td data-bbox="491 1693 1206 1760">EXPERIENCE AND CAPABILITY OF THE FIRM</td> <td data-bbox="1206 1693 1383 1760">10 points</td> </tr> <tr> <td data-bbox="421 1760 491 1872"></td> <td data-bbox="491 1760 1206 1872">The service provider shall have the following qualifications:</td> <td data-bbox="1206 1760 1383 1872"></td> </tr> <tr> <td data-bbox="421 1872 491 2016"></td> <td data-bbox="491 1872 1206 2016">a. Record of previous engagement in similar project in the last ten (10) years (Minimum point = 5)</td> <td data-bbox="1206 1872 1383 2016">5</td> </tr> <tr> <td colspan="3" data-bbox="421 2016 1383 2016"><i>[Rating for these criteria shall be determined from the</i></td> </tr> </table>	1.	EXPERIENCE AND CAPABILITY OF THE FIRM	10 points		The service provider shall have the following qualifications:			a. Record of previous engagement in similar project in the last ten (10) years (Minimum point = 5)	5	<i>[Rating for these criteria shall be determined from the</i>		
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	<p><i>previous completed biggest projects such as 4-storey (minimum) office building handled by the consultant requisite or similar to the desired services in the last ten (10) years.]</i></p> <p><i>[Total Professional Fee of the Projects, Maximum of 5 projects.]</i></p> <table border="1" data-bbox="555 562 1193 752"> <thead> <tr> <th>Total Professional Fee</th> <th>Rating</th> </tr> </thead> <tbody> <tr> <td>P20M and above</td> <td>4</td> </tr> <tr> <td>P10M to below P20M</td> <td>3</td> </tr> <tr> <td>P5M to below P10M</td> <td>2</td> </tr> <tr> <td>Below P5M</td> <td>1</td> </tr> </tbody> </table> <p>Total Professional Fee (TPF) = Prof. Fee1+Prof. Fee2+Prof. Fee3+.....</p> <p>Score = Rating X Max. Pt. / Max. Rating</p>	Total Professional Fee	Rating	P20M and above	4	P10M to below P20M	3	P5M to below P10M	2	Below P5M	1	
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	<p>b. Record of previous engagement in other projects in the last ten (10) years (Maximum point = 2)</p> <p><i>[Rating for these criteria shall be determined by other completed projects handled by the consultant involving any of the following namely, office buildings (3-storey and below), malls, hospitals or other horizontal/vertical construction handled by the Consultant in the last ten (10) years.]</i></p> <p><i>(Maximum of 5 projects.)</i></p> <table border="1" data-bbox="555 1447 1193 1637"> <thead> <tr> <th>Total Professional Fee</th> <th>Rating</th> </tr> </thead> <tbody> <tr> <td>P20M and above</td> <td>4</td> </tr> <tr> <td>P10M to below P20M</td> <td>3</td> </tr> <tr> <td>P5M to below P10M</td> <td>2</td> </tr> <tr> <td>Below P5M</td> <td>1</td> </tr> </tbody> </table> <p>Total Professional Fee (TPF) = Prof. Fee1+Prof. Fee2+Prof. Fee3+.....</p> <p>Score = Rating X Max. Pt. / Max. Rating</p>	Total Professional Fee	Rating	P20M and above	4	P10M to below P20M	3	P5M to below P10M	2	Below P5M	1	2
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	<p>c. Relationship with previous and current clients, considering repeat engagements as consultants (Maximum point = 1)</p>	1										

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2.	PLAN APPROACH OF METHODOLOGY		30 points										
	<p>a. Substance of the proposal as to Plan of approach and interpretation of project problems and solution. (Maximum points =15)</p> <p>Submittal: Power Point Presentation (in print, A4 size paper explaining their Plan of Approach and Interpretation of project problems and solutions.</p> <p>A maximum of fifteen (15) points will be given to the bidder for the clarity of substance of methodology and work plan developed to accomplish the project requirements as outlined in the Terms of References.</p> <p>A reduction of one (1) point will be applied for each questionable or clarification on the methodology and work plan, interpretation of project problems and solutions but not exceed the maximum reduction of ten (10) points.</p>		15										
	b. Completeness of the proposal, compliance with mandatory requirements and no omission as to how any work shall be carried out as outlined in		5										

	<p>the Terms of Reference. (maximum points = 5)</p> <p>Submittal: Power Point Presentation (in print, A4 size paper explaining their Plan of Approach and Interpretation of project problems and solutions.</p> <p>All submitted proposals on methodology shall be in conformity with mandatory requirements which include the following impositions, one (1) point is given for each composition, 1.e. detailed activity, work schedules, team composition, tasking and reportorial schedules but not to exceed total of five (5) points.</p>	
	<p>c. Clarity of methods and approaches to be used, their soundness and practicability to Philippine condition. (maximum points = 5)</p> <p>Submittal: Power Point Presentation (in print, A4 size paper explaining their Plan of Approach and Interpretation of project problems and solutions.</p> <p>One (1) point is given for each method and approach pertaining to the quality, clarity on procedures and time aspect of the project implementation, their soundness and practicability to Philippine condition, but not to exceed total of five (5) points.</p>	5
	<p>d. Total man-months proposed for the services (maximum points = 5)</p> <p>Submittal: Bar Chart showing proposed Timeline of the Project and number of personnel to be involved in the project.</p> <p>Most suitable approach will be given a maximum of five (5) points for the proposal on timeline that will complete the project in a required time. Reduction of one (1) point every month behind with the required time of completion based on the projects timeline proposal.</p>	5
3.	QUALIFICATION OF PROPOSED KEY PERSONNEL TO BE ASSIGNED	60 points

	The consultants of the service provider shall have the following qualifications:																																			
	Key Personnel:																																			
	<p>Principal Architect/Project Manager (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Architecture with valid PRC license, registered since year 2007 or earlier. (Reference Document: PRC License) ▪ With minimum ten (10) years of experience on design and/or building construction management. (Reference Document: Certificate of Employment of design and/or construction management or any proof of completion of project) ▪ With educational training in the fields of construction management and other related works. (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession/degree) ▪ Preferably with Doctorate or Master's Degree or other degree related to the profession. (Reference Document: Diploma) <table border="1" data-bbox="507 1070 1206 1384"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R1)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">YEARS OF EXPERIENCE (P1 = 50%)</td> <td>More than 14 years</td> <td>4</td> </tr> <tr> <td>13 to 14 years</td> <td>3</td> </tr> <tr> <td>11 to 12 years</td> <td>2</td> </tr> <tr> <td>10 years</td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="507 1420 1206 1733"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R2)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">DEGREE (P2 = 30%)</td> <td>Doctorate</td> <td>4</td> </tr> <tr> <td>Master Degree</td> <td>3</td> </tr> <tr> <td>Graduate of other related course</td> <td>2</td> </tr> <tr> <td>Licensed</td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="507 1769 1206 2022"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R3)</th> </tr> </thead> <tbody> <tr> <td rowspan="3">TRAINING RELATED TO THE PROFESSION (P3 = 20%)</td> <td>More than 5 trainings</td> <td>4</td> </tr> <tr> <td>4 to 5 trainings</td> <td>3</td> </tr> <tr> <td>2 to 3 trainings</td> <td>2</td> </tr> </tbody> </table>	Description		Rating (R1)	YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4	13 to 14 years	3	11 to 12 years	2	10 years	1	Description		Rating (R2)	DEGREE (P2 = 30%)	Doctorate	4	Master Degree	3	Graduate of other related course	2	Licensed	1	Description		Rating (R3)	TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4	4 to 5 trainings	3	2 to 3 trainings	2	10
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		2 training	1									
	<p>Notes:</p> <p>4. Doctorate, Master's Degree, or other Degree must be related to the practice profession;</p> <p>5. Nine (9) compounded training days is equivalent to One (1) training; and</p> <p>6. Years of experience in profession.</p> <p>SCORING:</p> <ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 											
	<p>Architect (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Architecture with valid PRC license, registered since year 2007 or earlier. (Reference Document: PRC License) ▪ With minimum ten (10) years of experience on architectural design. (Reference Document: Certificate of Employment as an Architect or any proof of completion of project) ▪ With educational training on architectural design, trainings registered at/under UAP (United Architects of the Philippines) (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) ▪ Knowledge on architectural design using facility of Computer-Aided Design (CAD). (Reference Document: Training Certificate or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree). 			8								
		<table border="1"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R1)</th> </tr> </thead> <tbody> <tr> <td rowspan="2">YEARS OF EXPERIENCE (P1 = 50%)</td> <td>More than 14 years</td> <td>4</td> </tr> <tr> <td>13 to 14 years</td> <td>3</td> </tr> </tbody> </table>		Description		Rating (R1)	YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4	13 to 14 years	3	
Description		Rating (R1)										
YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4										
	13 to 14 years	3										

		11 to 12 years	2		
		10 years	1		
		Description		Rating (R2)	
		DEGREE (P2 = 30%)	Doctorate	4	
			Master Degree	3	
			Graduate of other related course	2	
			Licensed	1	
		Description		Rating (R3)	
		TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4	
			4 to 5 trainings	3	
			2 to 3 trainings	2	
			2 training	1	
		Notes:			
		4. Doctorate, Master's Degree, or other Degree must be related to the practice profession;			
		5. Nine (9) compounded training days is equivalent to One (1) training; and			
		6. Years of experience in profession.			
		SCORING:			
		<ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 			
		Landscape Architect (1)			6
		<ul style="list-style-type: none"> ▪ Graduate of B.S. in Landscape Architecture with valid PRC license, registered since year 2007 or earlier. (Reference Document: PRC License) ▪ With minimum ten (10) years of experience on landscape design. (Reference Document: Certificate of Employment as a Landscape Architect or any proof of completion of project) ▪ With educational training on landscape design. 			

(Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree)

- Preferably with Doctorate or Master's degree or other degree related to the profession.
(Reference Document: Diploma)

Description		Rating (R1)
YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4
	13 to 14 years	3
	11 to 12 years	2
	10 years	1

Description		Rating (R2)
DEGREE (P2 = 30%)	Doctorate	4
	Master Degree	3
	Graduate of other related course	2
	Licensed	1

Description		Rating (R3)
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
	4 to 5 trainings	3
	2 to 3 trainings	2
	2 training	1

Notes:

61. Doctorate, Master's Degree, or other Degree must be related to the practice profession;
62. Nine (9) compounded training days is equivalent to One (1) training; and
63. Years of experience in profession.

SCORING:

- Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3)
- Score = Initial Score X Max. Point / (Max Rating (4))

		Civil Engineer (1)	6												
		<ul style="list-style-type: none"> ▪ Graduate of B.S. in Civil Engineering with valid PRC license, registered since year 2007 or earlier. (Reference Document: PRC License) ▪ With minimum ten (10) years of experience on his/her profession. (Reference Document: Certificate of Employment as a Civil Engineer or any proof of completion of project) Member of Philippine Institute of Civil Engineers (P.I.C.E.). [Reference Document: Philippine Institute of Civil Engineers (P.I.C.E.) I.D.] ▪ With educational training on civil engineering and/or construction management, registered at/under P.I.C.E. (Philippine Institute of Civil Engineers). (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) 													
		<table border="1"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R1)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">YEARS OF EXPERIENCE (P1 = 50%)</td> <td>More than 14 years</td> <td>4</td> </tr> <tr> <td>13 to 14 years</td> <td>3</td> </tr> <tr> <td>11 to 12 years</td> <td>2</td> </tr> <tr> <td>10 years</td> <td>1</td> </tr> </tbody> </table>	Description		Rating (R1)	YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4	13 to 14 years	3	11 to 12 years	2	10 years	1	
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Description		Rating (R3)													
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4													
	4 to 5 trainings	3													

			2 to 3 trainings	2	
			2 training	1	
		<p>Notes:</p> <p>64. Doctorate, Master's Degree, or other Degree must be related to the practice profession;</p> <p>65. Nine (9) compounded training days is equivalent to One (1) training; and</p> <p>66. Years of experience in profession.</p> <p>SCORING:</p> <ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 			
		<p>Structural Engineer (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Civil Engineering with valid PRC license, registered since year 2007 or earlier. (Reference Document: PRC License) ▪ With minimum ten (10) years of experience on his/her profession. (Reference Document: Certificate of Employment as a Structural Engineer or any proof of completion of project) ▪ Duly Accredited Structural Engineer. (Reference Document: ASEP I.D. or Certification from P.I.C.E. as a Specialist being a Structural Engineer or Certification from ASEP as a member) ▪ With educational training on civil or structural engineering design registered at/under Philippine Institute of Civil Engineers P.I.C.E. or Association of Structural Engineers of the Philippines (ASEP). (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) 			6
		<p style="text-align: center;">Description</p>		<p style="text-align: center;">Rating (R1)</p>	
		YEARS OF EXPERIENCE	More than 14 years	4	

		(P1 = 50%)	13 to 14 years	3			
			11 to 12 years	2			
			10 years	1			
		Description		Rating (R2)			
		DEGREE (P2 = 30%)	Doctorate	4			
			Master Degree	3			
			Graduate of other related course	2			
			Licensed	1			
		Description		Rating (R3)			
		TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4			
			4 to 5 trainings	3			
			2 to 3 trainings	2			
			2 training	1			
		Notes:					
		67. Doctorate, Master's Degree, or other Degree must be related to the practice profession;					
68. Nine (9) compounded training days is equivalent to One (1) training; and							
69. Years of experience in profession.							
SCORING:							
<ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 							
Professional Electrical Engineer (1)							
<ul style="list-style-type: none"> ▪ Must be a Professional Electrical Engineer with valid PRC license. (Reference Document: valid PRC License as a Professional Electrical Engineer and other proof that he is a duly licensed electrical engineer for a minimum of 10 years) ▪ With minimum ten (10) years of experience on his/her profession. 							
6							

(Reference Document: Certificate of Employment as a Professional Electrical Engineer or any proof of completion of project)

- With educational training on electrical design.
(Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree)
- Preferably with Doctorate or Master's degree or other degree related to the profession.
(Reference Document: Diploma)

Description		Rating (R1)
YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4
	13 to 14 years	3
	11 to 12 years	2
	10 years	1

Description		Rating (R2)
DEGREE (P2 = 30%)	Doctorate	4
	Master Degree	3
	Graduate of other related course	2
	Licensed	1

Description		Rating (R3)
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
	4 to 5 trainings	3
	2 to 3 trainings	2
	2 training	1

Notes:

70. Doctorate, Master's Degree, or other Degree must be related to the practice profession;
71. Nine (9) compounded training days is equivalent to One (1) training; and
72. Years of experience in profession.

	<p>SCORING:</p> <ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 																													
	<p>Professional Mechanical Engineer (1)</p> <ul style="list-style-type: none"> ▪ Must be a Professional Mechanical Engineer with valid PRC license. (Reference Document: valid PRC License as a Professional Mechanical Engineer and other proof that he is a duly licensed electrical engineer for a minimum of 10 years) ▪ With minimum ten (10) years of experience on his/her profession. (Reference Document: Certificate of Employment as a Professional Mechanical Engineer or any proof of completion of project) ▪ With educational training on mechanical design. (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) <table border="1" data-bbox="507 1223 1206 1536"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R1)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">YEARS OF EXPERIENCE (P1 = 50%)</td> <td>More than 14 years</td> <td>4</td> </tr> <tr> <td>13 to 14 years</td> <td>3</td> </tr> <tr> <td>11 to 12 years</td> <td>2</td> </tr> <tr> <td>10 years</td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="507 1570 1206 1883"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R2)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">DEGREE (P2 = 30%)</td> <td>Doctorate</td> <td>4</td> </tr> <tr> <td>Master Degree</td> <td>3</td> </tr> <tr> <td>Graduate of other related course</td> <td>2</td> </tr> <tr> <td>Licensed</td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="507 1917 1206 1984"> <thead> <tr> <th>Description</th> <th>Rating (R3)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Description		Rating (R1)	YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4	13 to 14 years	3	11 to 12 years	2	10 years	1	Description		Rating (R2)	DEGREE (P2 = 30%)	Doctorate	4	Master Degree	3	Graduate of other related course	2	Licensed	1	Description	Rating (R3)			<p>6</p>
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		<table border="1"> <tr> <td data-bbox="501 199 730 255">TRAINING RELATED TO THE PROFESSION (P3 = 20%)</td> <td data-bbox="735 199 1062 255">More than 5 trainings</td> <td data-bbox="1062 199 1214 255">4</td> </tr> <tr> <td data-bbox="501 255 730 313"></td> <td data-bbox="735 255 1062 313">4 to 5 trainings</td> <td data-bbox="1062 255 1214 313">3</td> </tr> <tr> <td data-bbox="501 313 730 371"></td> <td data-bbox="735 313 1062 371">2 to 3 trainings</td> <td data-bbox="1062 313 1214 371">2</td> </tr> <tr> <td data-bbox="501 371 730 445"></td> <td data-bbox="735 371 1062 445">2 training</td> <td data-bbox="1062 371 1214 445">1</td> </tr> </table>	TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4		4 to 5 trainings	3		2 to 3 trainings	2		2 training	1	
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		<p>Notes:</p> <p>73. Doctorate, Master's Degree, or other Degree must be related to the practice profession;</p> <p>74. Nine (9) compounded training days is equivalent to One (1) training; and</p> <p>75. Years of experience in profession.</p> <p>SCORING:</p> <ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) Score = Initial Score X Max. Point / (Max Rating (4)) 	4												
		<p>Sanitary Engineer (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B. S. Sanitary Engineering or B.S. in Environmental and Sanitary Engineering with valid PRC license, registered since year 2007 or earlier. (Reference Document: valid PRC license) ▪ With minimum ten (10) years of experience on his/her profession. (Reference Document: Certificate of Employment as a Sanitary or Environmental and Sanitary Engineer or any proof of completion of project) ▪ With educational training on sanitary engineering or environmental and sanitary engineering such as waterworks, sewage, and drainage systems. (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) <table border="1"> <thead> <tr> <th colspan="2" data-bbox="501 1800 1062 1861">Description</th> <th data-bbox="1062 1800 1206 1861">Rating (R1)</th> </tr> </thead> <tbody> <tr> <td data-bbox="501 1861 735 1984" rowspan="2">YEARS OF EXPERIENCE (P1 = 50%)</td> <td data-bbox="735 1861 1062 1921">More than 14 years</td> <td data-bbox="1062 1861 1206 1921">4</td> </tr> <tr> <td data-bbox="735 1921 1062 1984">13 to 14 years</td> <td data-bbox="1062 1921 1206 1984">3</td> </tr> </tbody> </table>	Description		Rating (R1)	YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4	13 to 14 years	3					
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YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4													
	13 to 14 years	3													

			11 to 12 years	2		
			10 years	1		
			Description		Rating (R2)	
		DEGREE (P2 = 30%)	Doctorate	4		
			Master Degree	3		
			Graduate of other related course	2		
			Licensed	1		
			Description		Rating (R3)	
		TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4		
			4 to 5 trainings	3		
			2 to 3 trainings	2		
			2 training	1		
		Notes:				
		76. Doctorate, Master's Degree, or other Degree must be related to the practice profession;				
		77. Nine (9) compounded training days is equivalent to One (1) training; and				
		78. Years of experience in profession.				
		SCORING:				
		<ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 				
		Electronics and Communications Engineer or Electronics Engineer (1)			4	
		<ul style="list-style-type: none"> ▪ Graduate of B. S. Electronics Engineering or B.S. in Electronics and Communication Engineering with valid PRC license, registered since year 2007 or earlier. (Reference Document: valid PRC license) ▪ With minimum ten (10) years of experience on his/her profession. (Reference Document: Certificate of Employment as 				

an Electronics Engineer or Electronics and Communications Engineer any proof of completion of project)

- With educational training on electronics or electronics and communications design.
(Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree)
- Preferably with Doctorate or Master's degree or other degree related to the profession.
(Reference Document: Diploma)

Description		Rating (R1)
YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4
	13 to 14 years	3
	11 to 12 years	2
	10 years	1

Description		Rating (R2)
DEGREE (P2 = 30%)	Doctorate	4
	Master Degree	3
	Graduate of other related course	2
	Licensed	1

Description		Rating (R3)
TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
	4 to 5 trainings	3
	2 to 3 trainings	2
	2 training	1

Notes:

79. Doctorate, Master's Degree, or other Degree must be related to the practice profession;

80. Nine (9) compounded training days is equivalent to One (1) training; and

81. Years of experience in profession.

	<p>SCORING:</p> <ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 																																			
	<p>Acoustic Designer/Specialist (1)</p> <ul style="list-style-type: none"> ▪ Graduate of any four or five year course (Reference Document: Diploma) ▪ With minimum five (5) years of experience on his/her profession. (Reference Document: Certificate of Employment as Acoustic Designer any proof of completion of project) ▪ With educational training on acoustic design. (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) <table border="1" data-bbox="507 1077 1206 1391"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R1)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">YEARS OF EXPERIENCE (P1 = 50%)</td> <td>More than 14 years</td> <td>4</td> </tr> <tr> <td>13 to 14 years</td> <td>3</td> </tr> <tr> <td>11 to 12 years</td> <td>2</td> </tr> <tr> <td>10 years</td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="507 1429 1206 1742"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R2)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">DEGREE (P2 = 30%)</td> <td>Doctorate</td> <td>4</td> </tr> <tr> <td>Master Degree</td> <td>3</td> </tr> <tr> <td>Graduate of other related course</td> <td>2</td> </tr> <tr> <td>Licensed</td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="507 1780 1206 2029"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R3)</th> </tr> </thead> <tbody> <tr> <td rowspan="3">TRAINING RELATED TO THE PROFESSION (P3 = 20%)</td> <td>More than 5 trainings</td> <td>4</td> </tr> <tr> <td>4 to 5 trainings</td> <td>3</td> </tr> <tr> <td>2 to 3 trainings</td> <td>2</td> </tr> </tbody> </table>	Description		Rating (R1)	YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4	13 to 14 years	3	11 to 12 years	2	10 years	1	Description		Rating (R2)	DEGREE (P2 = 30%)	Doctorate	4	Master Degree	3	Graduate of other related course	2	Licensed	1	Description		Rating (R3)	TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4	4 to 5 trainings	3	2 to 3 trainings	2	<p>2</p>
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		2 training	1																					
	<p>Notes:</p> <p>82. Doctorate, Master's Degree, or other Degree must be related to the practice profession;</p> <p>83. Nine (9) compounded training days is equivalent to One (1) training; and</p> <p>84. Years of experience in profession.</p> <p>SCORING:</p> <ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 																							
	<p>Interior Designer (1)</p> <ul style="list-style-type: none"> ▪ Graduate of Interior Design Course with valid PRC license. (Reference Document: valid PRC license) ▪ With minimum ten (10) years of experience on his/her profession. (Reference Document: Certificate of Employment as Interior Designer any proof of completion of project) ▪ With educational training on interior design. (Reference Document: Training Certificates or any proof that the key personnel conducted and/or participated on educational trainings related to the profession / degree) ▪ Preferably with Doctorate or Master's degree or other degree related to the profession. (Reference Document: Diploma) <table border="1"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R1)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">YEARS OF EXPERIENCE (P1 = 50%)</td> <td>More than 14 years</td> <td>4</td> </tr> <tr> <td>13 to 14 years</td> <td>3</td> </tr> <tr> <td>11 to 12 years</td> <td>2</td> </tr> <tr> <td>10 years</td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="2">Description</th> <th>Rating (R2)</th> </tr> </thead> <tbody> <tr> <td rowspan="2">DEGREE (P2 = 30%)</td> <td>Doctorate</td> <td>4</td> </tr> <tr> <td>Master Degree</td> <td>3</td> </tr> </tbody> </table>			Description		Rating (R1)	YEARS OF EXPERIENCE (P1 = 50%)	More than 14 years	4	13 to 14 years	3	11 to 12 years	2	10 years	1	Description		Rating (R2)	DEGREE (P2 = 30%)	Doctorate	4	Master Degree	3	2
Description		Rating (R1)																						
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		Licensed	1	
		Description		Rating (R3)
		TRAINING RELATED TO THE PROFESSION (P3 = 20%)	More than 5 trainings	4
			4 to 5 trainings	3
			2 to 3 trainings	2
			2 training	1
		Notes:		
		85. Doctorate, Master's Degree, or other Degree must be related to the practice profession;		
		86. Nine (9) compounded training days is equivalent to One (1) training; and		
		87. Years of experience in profession.		
		SCORING:		
		<ul style="list-style-type: none"> • Initial Score = (R1 X P1) + (R2 X P2) + (R3 X P3) • Score = Initial Score X Max. Point / (Max Rating (4)) 		
		A + B + C		85%
		BID PRICE		15%
		PASSING RATE = 75%		
26.1	<p>The opening of Financial Proposals shall be on March __, 2018 (day). 10:00 a.m.</p> <p>Financial Proposals shall be opened in public. The financial proposals of the short-listed bidder/s who meet the minimum technical score shall be opened, examined and evaluated.</p>			
26.2	<p>After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose Bids did not meet the minimum mark or were considered non-responsive to the Bidding documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating date and time set for opening the Financial Proposals. The opening date</p>			

shall not be sooner than two (2) weeks after the notification date unless otherwise specified in **ITB** Clause 26.1. The notification may be sent by registered letter, facsimile, or electronic mail.

The Financial Proposals shall be opened publicly in the presence of the Consultant's representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The procuring Entity shall prepare minutes of the public opening.

The BAC shall determine whether the Financial Proposals are complete, i.e., whether all documents mentioned in **ITB** Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the proposal. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in **ITB** Clause 0. The Financial Proposal shall not exceed the ABC and shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of Consultant by virtue of the GoP's international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of Bids.

The lowest Financial Proposal (FI) shall be given a Financial Score (Sf) of 100 points. The Sf of other Financial Proposals shall be computed based on the formula indicated below:

$$SF = 100 \times FI/F$$

Where:

SF is the financial score of the Financial Proposal under consideration,

FI is the lowest Financial Proposal, and

F is the Financial Proposal under consideration.

Using the formula $S = St \times T\% + Sf \times F\%$, the Bids shall then be ranked according to their combined St and Sf using the weights (St is the technical score of the Technical Proposal under consideration; T = the weight given to the Technical Proposal; T + F = 1) indicated below:

T ----- [*From 0.6 to 0.85*]; and

F ----- [*From 0.15 to 0.4*];

Provided that the total weights given to the Technical and Financial

	Proposals shall add up to 1.0.					
27.1	The address for negotiations is BAC Office, former Aboitiz 2Go Building, Lapu-Lapu Airport Road, MCIA, Lapu-Lapu City.					
27.2(e)	No negotiations pertaining to the Financial Proposal shall be undertaken.					
28.2	<p>The short-listed consultant having the Highest Rated Bid (HRB)/Single Rated Bid (SRB) shall submit tax returns (Income and Business Tax Returns) files and paid through the BIR Electronic Filing and Payment Systems (EFPS).</p> <p>Note:</p> <p>In accordance with Executive Order (E.O.) No. 398, Revenue Regulation (R.R.) No. 03-2005 and Revenue Memorandum Circular (RMC) 16-2005, the above-mentioned tax returns shall refer to the following:</p> <ol style="list-style-type: none"> 1. Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and 2. Latest Business Tax Returns shall refer to the Value Added Tax (VAT) or Percentage Tax filed and paid covering the previous six (6) months before the date of Submission, Receipt, Opening & Preliminary Examination of Bids. <p><i>In case the bidder having the SRB/HRB is registered in PhilGEPS under the Blue membership category, a valid PhilGEPS registration Certificate shall also be submitted.</i></p>					
31.4(6)	None					
32.1	No further instructions.					
32.2	<p>The performance security shall be in the following amount:</p> <table border="1" data-bbox="421 1536 1385 2036"> <thead> <tr> <th data-bbox="421 1536 986 1749">Allowable Forms of Performance Security</th> <th data-bbox="986 1536 1385 1749">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td data-bbox="421 1749 986 1890">Cash or cashier's/Manager's check issued by a Universal or Commercial Bank;</td> <td data-bbox="986 1749 1385 2036" rowspan="2">Five percent (5%)</td> </tr> <tr> <td data-bbox="421 1890 986 2036">Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or</td> </tr> </tbody> </table>	Allowable Forms of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)	Cash or cashier's/Manager's check issued by a Universal or Commercial Bank;	Five percent (5%)	Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or
Allowable Forms of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)					
Cash or cashier's/Manager's check issued by a Universal or Commercial Bank;	Five percent (5%)					
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or						

	<p>authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and/or</p>	
	<p>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security specific for the contract awarded.</p>	<p>Thirty percent (30%)</p>
<p>33.1</p>	<p>All notices called for by the terms of the contract shall be effective only at the time of receipt by the successful Consultant of the Notice to Proceed.</p>	

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC, SCC, and other documents listed therein, expressing all the rights and obligations of the parties, should be completed.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

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1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
- (b) “Consultant” refers to the short listed consultant with the HRRB determined by the Procuring Entity as such in accordance with the ITB.
- (c) “Consulting Services” refer to services for Infrastructure Projects and other types of projects or activities of the Government of the Philippines (GoP) requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the Procuring Entity to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies.
- (d) “Contract” means the agreement signed by the Parties, to which these General Conditions of Contract (GCC) and other sections of the Bidding Documents are attached.
- (e) “Effective Date” means the date on which this Contract comes into full force and effect.
- (f) “Foreign Currency” means any currency other than the currency of the Philippines.
- (g) “Funding Source” means the entity indicated in the **SCC**.
- (h) “GCC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Philippines (GoP).
- (j) “Local Currency” means the Philippine Peso (Php).
- (k) “Member,” in case the Consultant is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and “Members” means all these entities.
- (l) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their

domicile outside the Government's country; "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Philippines; and "Key Personnel" means the Personnel referred to in **GCC** Clause 39.

- (n) "Procuring Entity" refers to any branch, constitutional commission or office, agency, department, bureau, office or instrumentality of the Government, including GOCC, GFI, SUC, LGU, and autonomous regional government procuring Goods, Consulting Services, and Infrastructure Projects.
- (o) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix I.
- (q) "Subconsultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services in accordance with the provisions of **GCC** Clause 50.
- (r) "Third Party" means any person or entity other than the Government, the Procuring Entity, the Consultant or a Subconsultant.

2. Headings

The headings shall not limit, alter or affect the meaning of this Contract.

3. Location

The Services shall be performed at such locations as are specified in Appendix I and, where the location of a particular task is not so specified, at such locations, whether in the Philippines or elsewhere, as the Procuring Entity may approve.

4. Law Governing Contract and Services

- 4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4.2 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultant, as well as the Personnel of the Consultant and any Subconsultant, complies with the Applicable Law. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 4.3 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the

remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased on a no loss-no gain basis, and corresponding adjustments shall be made to the ceiling amounts specified in GCC Clause 52, provided that the cost is within the Approved Budget for the Contract (ABC).

5. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

6. Consultants and Affiliates Not to Engage in Certain Activities

6.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.

6.2 The Consultant shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and

(b) after the termination of this Contract, such other activities as may be specified in the **SCC**.

7. Authority of Member in Charge

In case the Consultant is a JV, the Members hereby authorize the entity specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

8. Resident Project Manager

If required by the **SCC**, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country, a resident project manager, acceptable to the Procuring Entity, shall take charge of the performance of such Services.

9. Entire Agreement

This Contract, including the documents specified in Section 37.2.3 of the IRR of RA 9184, contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the Parties shall not be bound by or be liable for.

10. Modification

Unless otherwise specified in the **SCC**, no modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed. Pursuant to **GCC** Clause 14 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

11. Relationship of Parties

11.1 Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of its Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

11.2 The Consultant shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

12. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the **SCC**.

13. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

14. Operation of the Contract

The Parties recognize that it is impractical for this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them; and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall

give rise to a dispute subject to arbitration in accordance with **GCC** Clause 34 hereof.

15. Notices

15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the **SCC**.

15.2 Notice shall be deemed to be effective as specified in the **SCC**.

15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to **GCC** Clause 15.2.

16. Warranty as to Eligibility

16.1 The Consultant represents, warrants, and confirms that it, as well as its Subconsultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, Section II. Eligibility Documents issued for this project.

16.2 The Consultant shall fulfill its obligations under this Contract by using knowledge according to the best accepted professional standards. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GoP.

17. Confidentiality

Except with the prior written consent of the Procuring Entity, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this clause, "confidential information" means any information or knowledge acquired by the Consultant and/or its Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

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

Unless otherwise specified in the **SCC**, 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

The contract effectivity date shall be the date of contract signing, 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 Subconsultants 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 HoPE 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, coercive, and obstructive 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, coercive, and obstructive 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 HoPE 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 HoPE 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 HoPE 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 HoPE 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 HoPE 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 HoPE.

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(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 28 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(b) and 51(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 described in Appendix V 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 are listed in Appendix III 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 Subconsultant 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 Subconsultant and its Personnel pursuant to this Contract;
- (c) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this 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 Subconsultants 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 are described in Appendix III.

39.3 The Key Personnel and Subconsultants listed by title as well as by name in Appendix III 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 attached as part of Appendix III. 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 as may be determined by the Procuring Entity, 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 Appendix III. 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 Appendix III. 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 Appendix III 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 If so provided in Appendix III hereto, the Procuring Entity shall make available to the Consultant, as and when provided in such Appendix III, and free of charge, such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, as shall be specified in such Appendix III. 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 Appendix III, attached hereto, 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 Appendix III, 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 Services 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 the forms prescribed in the **ITB** Clause 32.2.
- 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 Subconsultants 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 Subconsultants, 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 Appendix II.

48. Assistance by the Procuring Entity on Government Requirements

48.1 The Procuring Entity may assist the Consultant, Subconsultants, 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, Subconsultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Subconsultants, 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 Subconsultant 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 Subconsultant 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 subconsultant, 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 Subconsultants 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 27(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 Unless otherwise specified in the **SCC**, the cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this 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 an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity 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 27.3 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 in Appendices IV and V 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 schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract pursuant to **GCC** Clause 27.

Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Funding Source is the Government of the Philippines using the Internal Funds of MCIAA based on the duly approved 2018 Corporate Budget.
6.2(b)	<p>NOTE: <i>It is essential that Consultants that advise PROCURING ENTITIES on the privatization of state owned enterprises or other assets (or on related problems), be prohibited from “switching sides” upon completion of their obligations and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be used:</i></p> <p>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.</p>
7	<p>The Member in Charge is <i>[name of member, address, and other necessary contact information]</i>.</p> <p>NOTE: <i>If the Consultant consists only of one entity, state “Not applicable”.</i></p>
8	<p>The person designated as resident project manager in Appendix III shall serve in that capacity, as specified in GCC Clause 8. The Principal Architect/Project Manager shall meet the following qualification:</p> <p>Principal Architect/Project Manager (1)</p> <ul style="list-style-type: none"> ▪ Graduate of B.S. in Architecture with valid PRC license, registered since year 2007 or earlier. ▪ With minimum ten (10) years of experience on design and/or building construction management. ▪ With educational training in the fields of construction management and other related works. ▪ Preferably with Doctorate or Master’s Degree or other degree related to the profession.

10	No further instructions.
12	<p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity: _____</p> <p>For the Consultant: _____</p> <p>NOTE: Name of authorized representative to be filled out by winning consultant prior to contract signing.</p>
15.1	<p>The addresses are:</p> <p>Procuring Entity: Mactan-Cebu International Airport Authority</p> <p>Attention: <i>[insert name of the Procuring Entity's authorized representative]</i></p> <p>Address: Lapu-Lapu Airport Road, Mactan-Cebu International Airport, Lapu-Lapu City</p> <p>Facsimile: 3410560</p> <p>Email Address: pao@mciaa.gov.ph</p> <p>Consultants: <i>[insert name of the Consultant]</i></p> <p>Attention: <i>[insert name of the Consultant's authorized representative]</i></p> <p>Address: _____</p> <p>Facsimile: _____</p> <p>Email Address: _____</p> <p>NOTE: Contact details to be filled out by winning consultant prior to contract signing.</p>
15.2 and 15.3	<p>Notice shall be deemed to be effective as follows:</p> <p>(a) in case of personal delivery or registered mail, on delivery;</p> <p>(b) in case of facsimiles, within maximum of seventy-two (72) hours following confirmed transmission; or</p> <p>(c) in case of telegrams, within maximum of seventy-two (72) hours following confirmed transmission.</p>
18.3	The Consultant's account where payment may be made is

19	No further instructions.
20	No additional provision, unless the Consultant is a joint venture where all partners to the joint venture shall be jointly and severally liable.
22	The effectiveness conditions are the following: None
24	The time period shall be for a period of sixteen (16) months from the date of receipt by the winning consultant of the Notice to proceed (NTP).
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 Act 876 and 9285, as required in Section 59 of the IRR od 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 Procuring Entity.
38.1(d)	The Consultant's actions requiring the Procuring Entity's prior approval are: a) Extension of Contract Time, and b) Replacement of key personnel in accordance with R.A. 9184 and its IRR.
39.5	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. 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.
42.1	No further instructions.
42.4(c)	No further instructions.
52.1	The total ceiling amount in Philippine Pesos is the ABC in the amount of Fourteen Million Four Hundred-Fifty Pesos (PhP 14,450,000.00) , VAT exclusive, Zero-Rated Transaction.
53.2	No additional instructions.

53.4	No further instructions.
53.5(a)	No advance payment is allowed.
53.5(c)	The interest rate is: Zero
55.6	No further instructions.

Section VI. Terms of Reference

I. INTRODUCTION

The Mactan-Cebu International Airport Authority (MCIAA) is a government owned and controlled corporation created under Republic Act 6958 otherwise known as the MCIAA Charter. It was created as a corporate body attached to the Department of Transportation. Under its Charter, shall principally undertake the economical, efficient and effective control, management and supervision of the Mactan-Cebu International Airport with the following objectives:

- a) To encourage, promote and develop international and domestic air traffic in the central Visayas and Mindanao regions as a means of making the regions centers of international trade and tourism, and accelerating the development of the means or transportation and communications in the country; and
- b) To upgrade the services and facilities of the airports and to formulate internationally acceptable standards of airport accommodation and service.

The Authority's principal office shall be located in Mactan-Cebu International Airport in the City of Lapu-Lapu, Province of Cebu.

MCIAA intends to pursue and implement the development of a property located at the MCIA Complex, in Lapu-Lapu City.

In carrying out the Project, MCIAA requires the engagement of the services of an experienced and qualified domestic consultant that possesses the requisite knowledge, expertise and background, specifically in the field of architecture and engineering to provide the design and construction supervision to guarantee the successful execution of the project.

The project is to be funded by MCIAA with the construction and implemented by 2018.

II. DESCRIPTION OF THE PROJECT

MCIAA's office are currently housed in four (4) separate locations. One is located at the second floor of Waterfront Hotel and Casino, the other office are located at the MCIAA Offices Compound, one office is located at the U-Freight Building and the other at the former Aboitiz 2Go Building.

The site of proposed Operations Building is a lot measuring about 5,500 square meters located at the former site of the Silangan Lodge & Restaurant and the Pasalubong building bounded by the BGBNEAB Access Road on the north, BGBNEAB-MCIAA boundary fence along the west and south, and on the west by the Lapu-Lapu Airport Road. The site is generally flat and, on

August 2017, MCIAA commissioned the services Dynamic Geoenvironmental Specialist, Inc., to conduct the geotechnical investigation the site.

This TOR is specifically made to address the deed for services of a Project Management and Design Team that will assist MCIAA in the efficient design, management and construction of the Operations building and Site Development/Master Planning.

III. TYPE OF CONSULTANCY SERVICES

MCIAA will engage the consultancy services of a Consultancy Firm for the project to do the following works:

1. Design
2. Project/Construction Management
3. Preparation of detailed engineering study such as:
 - ✓ Feasibility or preliminary engineering study which will establish the technical viability of the project and conformance to land use and zoning guidelines prescribed by existing laws.
4. Perform detailed engineering to include the following:
 - ✓ Field Surveys and Investigations to include site, aerial like conformance with CAAP Regulations for CAAP Clearance, hydrographic, topographic, hydrologic, sub-surface, monumenting and other surveys and other geotechnical studies necessary and in accordance with the design guidelines/standards and criteria for the project.
 - ✓ Soils and Foundation Investigation
 - ✓ Construction Materials Investigation
 - ✓ Preparation of Design Plans
 - ✓ Preparation of Design Standards
 - ✓ Preparation of Technical Specifications
5. Preparation of Budget for the Project to Include Quantity Cost Estimates
6. Preparation of Programs of Work
7. Preparation of Proposed Construction Schedule/Project Timeline
8. Preparation of Site
9. Preparation of Utility Relocation Plan
10. Sun and Wind Orientation Analysis
11. Traffic Impact Assessment for parking requirement and its traffic impact in the vicinity
12. Preparation and submission of Design Report
13. Environmental Impact Statement for critical project as defined by the Department of Environment and Natural Resources (DENR), Preparation for Environmental Clearance Certificate (ECC)
14. Preparation of minimum requirements for a Construction Safety and Health Program
15. Preparation of Bid/Tender Documents for the project

- 16. Preparation of Contract Plans
- 17. Preparation of Contract Time and Duration

IV. OBJECTIVE/S OF THE SERVICES

The general objectives to serve as scope of undertaking of the consultancy services for this project shall consist of the following:

1. To perform the master planning of the 5,500 sq. m. property. Site development and provisions for aesthetics/landscape shall be in consonance with the design concept of the entire site. It shall include open space parking, road network, drainage system, sidewalk, path walks, guardhouse and entrance/access gate.
2. To design the following:
 - a) Operations Building that is functional, cost efficient and to provide an adequate and more conducive working environment for MCIAA employees, to bring the departments under the same roof for faster and easier coordination; with approximate floor area of 8,800.
 - b) A detailed site development plan that addresses the elements such as use, building location and size, site circulation, parking and access, landscaping, building materials and public improvements.
3. To conduct all necessary testing, mapping, prepare all documents and to secure all permits, certificates, clearances and licenses needed for the project.
4. To prepare, manage, monitor and coordinate in creating/developing works for preparation of plans of new structures, Bidding Documents, Terms of Reference (TOR), Technical Specifications and Tender Documents (including the Draft Contract) for the procurement of the Contractor for the Construction of the new building/s as well as, to provide advisory services to MCIAA during procurement of a Contractor including, among others, in the evaluation of bids submitted by prospective bidders and bid-out thru Republic Act 9184 the following projects:
 - ✓ Construction of MCIAA Operations Building
 - ✓ Site Development of 5,500 sq. m. property
5. To manage, monitor, coordinate, planning, forecasting and schedule the design and construction of the project.
6. To prepare and monitor timeline for each package and give solutions to problems that will encountered.
7. To manage and monitor the completion of the project in given time and within approved budget.

V. ESTIMATED CONSTRUCTION COST

PhP 185,000,000.00

VI. APPROVED BUDGET FOR THE CONTRACT

The approved budget for the Contract is **Fourteen Million Four Hundred Fifty Thousand Pesos (PhP 14,450,000.00)**. The total amount of their will be divided into the following:

- | | |
|------------------------------------|----------------------|
| a) Design | 70% of the Bid Price |
| b) Project/Construction Management | 30% of the Bid Price |

VII. PROPOSED DURATION OF CONTRACT

Sixteen (16) months from receipt of Notice to Proceed by the winning Consultant, excluding time consumed from posting of bid process (bidding phase) for construction until awarding of contract. Duration is broken down as follows:

a.	Design Phase	4 months
a.1	Pre-Design Phase	
a.2	Schematic Design Phase	
a.3	Design Development Phase	
a.4	Contract Document Phase	
a.5	Contract Administration Phase	
b.	Project / Construction Management Phase	
b.1	Bidding Phase for the Construction	Approx. 4 months (not included in the contract duration)
b.2	Construction Phase	12 months
b.3	Punchlisting , and Project Completion and Turn Over	2 months

VIII. SCOPE OF SERVICES FOR THE PROJECT

The Consultancy Firm with his undertaking shall consist of two (2) lots with several phases of works to perform, namely:

Design

- 1) Pre Design Phase
- 2) Schematic Design Phase
- 3) Design Development Phase
- 4) Contract Document Phase
- 5) Contract Administration Phase

Project/Construction Management

- 1) Project Management Services
- 2) Construction Management Phase
- 3) Project Monitoring Phase

4) Project Administration Service

Specific scope of services is as follows:

A. Design

1.) PRE-DESIGN PHASE

Pre-Design Phase include site analysis, programming, construction cost analysis, project development schedule, and value engineering.

- Site analysis includes site investigation, geotechnical reports, and review of existing and adjacent structures.
- Programming defines the design objectives and needs of the project. This shall establish and document the requirements for the project: desired rooms or spaces, room sizes, relationships between spaces and relationship to the site and other adjacent or nearby buildings or facilities
- The construction cost analysis provides a construction budget amount and a cost plan to assist in explaining the budget and in guiding project management.
- Project Development Schedule. Taking into account and identifying contributory factors that can affect the project schedule:
 - Owner's schedule
 - Owner's decision ability
 - Architect's schedule
 - Consultant's schedule
 - Project complexity
 - Permit process
 - Contractor's availability
 - Procurement/Bidding process
- Value engineering in the pre-design phase scrutinizes the program, site investigation, and project budget.

Site Analysis-

The proposed site shall be analyzed through a series of investigations the constraints that may be imposed upon the project and its design.

Studies shall be conducted to evaluate the existing conditions. These studies shall include geotechnical reports, hydrology studies, land surveys (including boundaries, topography, and utilities), and surveys of existing hazardous materials (environmental due diligence).

Geotechnical Reports-

Shall be conducted to provide information about the soils and geologic conditions on and below the surface of the project site. Sampling techniques vary depending on the project.

Geotechnical Hazards. Critical geotechnical hazards that need to be identified include:

- Areas subject to subsidence and liquefaction.
- Landslides and mudflow hazards.
- Fault zones.

Soil Samples. Soil samples are tested in a laboratory to determine moisture content, soils type, expansion, percolation, bearing capacity, friction, and other factors pertinent to the proposed building. Other important soils information includes:

- Drainage characteristics and permeability.
- Depth to ground water.
- Depth to bedrock.
- Susceptibility to compaction and erosion.
- Shrink and swell potential.
- Compressive strength and stability (bearing capacity).
- Evidence of fill.

Recommendations. The data gathered are then translated into recommendations for:

- Site preparation, such as compacting or replacing existing soils.
- Bearing loads and the corresponding expected amount of settlement.
- Steps to be taken to deal with ground water and surface water as they may affect construction operations and the finished project.
- Special foundation requirements.

Hydrology Studies-

Shall be based on the review of existing maps and records, as well as the collection of site-specific hydrologic measurements. The hydrology studies include:

- Surface water drainage pattern (on and off site).
- Floodplain zones.
- Aquifers and recharge zones.
- Depth to ground water.
- Storm drainage system requirements.
- Erosion hazard areas.
- Debris flows and mudslides hazards.
- Coastal flooding and tsunami hazards.

Land Surveys-

Shall be conducted to describe existing site features, project boundaries, and legal boundaries (if applicable) such as property lines, rights-of-way, and easements, including structures, roads, trees, and land formation, and reviews existing records to

gather information on utilities and boundaries. The survey determines the site configuration and area.

The survey shall measure elevations of existing elements that are particularly important for tying the proposed project into existing roads and utilities, and possibly to existing buildings. Grades shall be indicated and related to a fixed point, often a datum established.

Survey of existing hazardous materials (environmental due diligence). Shall be conducted to inspect the existing site and buildings the presence of asbestos, polychlorinated biphenyls (PCBs), old fuel tanks, or other suspected hazards and recommend the proper removal or mitigation methods.

Data Compilation-

This shall be done to identify existing conditions, data are compiled for a variety of categories including, climate, site features, environmental influences, historical data, land-use and regulatory controls, building codes and requirements, visual analysis, and circulation and access. These factors shall be included in the Initial Study.

Site Analysis Report and Study-

The site analysis report shall include studies and assessments relating to the proposed project:

- Sun and wind orientation analysis
- Traffic Impact Assessment for parking requirement (trip attraction and trip generation) and its impact in the vicinity;
- Environmental impact reports

Project Study:

Shall conduct study, perform and secure documents as needed and necessary for the project which includes 5,500 square meter Site Development and for the construction of MCIAA's Operations Building, for the following but not limited to:

The design and specifications shall conform to, but not limited to the following:

- a. Latest National Building Code of the Philippines including provision for Persons with Disabilities
- b. Green Building Code of the Philippines
- c. National Structural Code of the of the Philippines
- d. Latest Electrical Code of the Philippines
- e. Latest Plumbing Code of the Philippines
- f. Latest Philippine Mechanical Engineering Code
- g. Latest Electronics and Communications Engineering Code of the Philippines
- h. Latest Fire Code of the Philippines
- i. Applicable Local Regulations and Ordinances

With respect to the actual construction, applicable rules and regulations prescribed by the agencies listed below and/or embodied in the following shall be observed:

- a. Department of Public Works and Highways (DPWH)
- b. Department of Environment and Natural Resources (DENR)
- c. Civil Aviation Authority of the Philippines (CAAP)
- d. Applicable Building Laws and Ordinances of the City of Lapu-Lapu

With respect to the Technical Specifications (based on recommended Codes/Standards for the following:

- a. Architectural including Interior Design Works
- b. Civil / Structural Works
- c. Sanitary / Plumbing Works
- d. Mechanical and Fire Protection Works
- e. Electrical Works including Auxiliary Works
- f. Structured Cabling Works
- g. Electronics Works

2.) SCHEMATIC DESIGN PHASE

GENERAL

The Architect shall prepare Schematic Design studies illustrating the scale and relationship of project components for approval by MCIAA. All such studies indicate site conditions, plan arrangement and the general scope and character of the Project.

It is required that the Architect submit to MCIAA three (3) Schematic Design Studies, and it is expected to continue generating studies until the requirements of Project are met and a Schematic Design is approved.

Sustainability, particularly when Green Building Code compliance as one criterion, must be considered from the inception then developed through the design process. These goals should be reviewed with the MCIAA-Project Management Team to establish a realistic expectation within budgetary constraints. Options and creative solutions should be explored.

SUBMITTAL REQUIREMENTS

The following shall, as a minimum, be provided as part of the Schematic Design Document submittal. The Architect may submit additional information as appropriate.

Drawings

All drawings submitted to MCIAA shall be dated, show scale and orientation of drawing. All sheets shall carry the title of the project and the Architect's and Consultants names, addresses and telephone/fax numbers. The project shall be given an official title which must be used with consistency on all documents.

Schematic drawings should normally be at a scale of 1:100 in the metric system. The minimum submittal shall include the following exhibits:

- Site Plan
- Floor Plans of all floors

- Exterior Elevations (four views)
- Building Sections (at least 2 views)

Floor plans of all floors shall have room's names as identified in the Building Program. Gross area of each floor and total gross area of the building shall be noted on the floor plan drawings.

The following information shall be included in Schematic Design Documents submittal for review purposes. Plans shall include minimum overall dimensions and shall be of sufficient clarity to indicate schematically the location, nature and extent of the proposed work.

Occupancy and Construction Type shall be established. Mixed Occupancies and general exiting systems shall be established.

TECHNICAL INFORMATION

Building Classification

Occupancy Classification

Compute the floor area and occupant load of the building or portion(s) thereof. Indicate the occupancy group(s) which the use of the building or portion(s) thereof most nearly resembles. See the Code Compliance Plan example for buildings with mixed occupants. Demonstrate by drawing and/or narrative how the building will conform with the occupancy classification requirements in the National Building Code.

Type of Construction

Indicate the type of construction for the building. Indicate the building materials proposed and the fire resistance of the parts of the building. Demonstrate by drawing and/or narrative how the building will conform to the type of construction requirements in the National Building Code.

Location on Property

Indicate the location of the building on the site and clearances to property lines and/or building on a plot plan. Fire resistance of exterior walls and opening as identified in the National Building Code.

Allowable Floor Area for Code Analysis

Indicate the proposed floor area and calculate the allowable floor area for each occupancy in the building. Indicate basic allowable floor area for each occupancy and type of construction. See the National Building Code for allowable increases based on location on property and installation of an approved automatic fire sprinkler system. See the National Building Code for allowable floor area of multi-story building. Demonstrate by drawing and/or narrative the total allowable and actual proposed floor area. Identify any Area Separation wall. Provide mixed-use calculations for multiple occupancy buildings as identified in the National Building Code.

Height and Number of Stories

Indicate the height of the building, and the number of stories. See the National Building Code for the maximum height and number of stories permitted based on occupancy group and type of construction: for allowable story increase based on the installation of an approved automatic fire-sprinkler system. Include the allowable and proposed height and number of stories in the narrative.

Exiting and Accessibility

Provide a Schematic accessibility exiting design indicating how exiting from all portions of the building will conform to the requirements of the National Building Code. Indicate proposed rated corridors, stair enclosures, exit passageways, horizontal exits, etc. Particular analysis must be completed to identify deficiencies in general construction due to code or occupancy changes: in many instances, a fire sprinkler and/or system may be used to mitigate such conditions.

Structural Analysis

Provide sketches and descriptions of proposed structural systems. Particularly in building containing sensitive equipment, the Architect shall incorporate vibration analysis appropriate to the Project's requirements.

Building Systems

Provide sketches and descriptions of plumbing, mechanical and electrical systems.

Schematic Drawings:

7. Plumbing Drawings

- a. Narrative description (Design Intent) of the building support systems.
- b. Restroom locations with waterclosets, lavatories and urinals.
- c. Piping riser diagrams.
- d. Location of water, gas, sanitary sewer, storm sewer and sprinkler services to the building.
- e. Tentative fixture and equipment schedule.
- f. Location, sizes and types of major equipment such as boilers, water heaters, heat exchangers, and flues/chases where required.
- g. Provide a fixture-count calculation sheet.

8. HVAC Drawings

- a. Narrative description (Design Intent) of all proposed mechanical systems.
- b. Preliminary HVAC load calculations.
- c. Equipment schedules with tentative sizes, capacities, features, etc.
- d. Mechanical-room drawings, showing locations and sizes of fans, and if possible, pumps, compressors, heat exchangers.
- e. Shaft locations and sizes with supply, return, fresh air and exhaust ductwork and piping. Vertically mounted intake louvers are required to face the east since most wind directions are from the northeast to southwest direction.

- f. Access and pathway to utility systems from the underground tunnel where applicable.
- g. System Schematics showing all system components and control devices.

9. Electrical Drawings

- a. Narrative description (Design Intent) Electrical system
- b. Identify the proposed electrical room/closet area
- c. Identify main electrical feed type of service and location
- d. Identify and locate proposed electrical sub-panel locations, type and size at each floor
- e. Tentative lighting fixture layout, type and count

Building Materials

Provide an outline of proposed construction materials.

Provide an outline of anticipated hazardous materials to be used, stored and probable locations for use and storage within the site.

Acoustic requirement in relation to the sound pollution produced by the aircraft.

Technical Specifications

An outline specifications listing the major components of the design is required. The Architect shall provide a list of any proposed materials or equipment items that vary from the requirements and standards stated in this Manual or Building Program.

Tabulation of Areas

The Architect shall prepare a tabulation of areas for each of the Schematic Design studies that are presented to MCIAA. The tabulation shall indicate the Net Assignable Square Meter (NASM) of all spaces. Programmed spaces shall be identified by Building Program name. The tabulation shall list programmed NASM where applicable and indicate the amount the space is either over or under the programmed amount.

Cost Estimate

The Architect shall prepare a statement of probable construction cost of each Schematic Design study. Appropriate amounts for contingency and inflation shall be included in the construction estimate to reflect anticipated condition at the time of bidding.

Models and Perspective Drawings

The Architect will be required to provide the MCIAA with a perspective rendering and/or a presentation quality model of the project.

When models are required they should show as much detail as possible at the scale to which they are built. The model should be on a base large enough to permit inclusion

of adjacent streets, approach drives and walks and associated parking and service facilities and should be provided with a clear plastic cover.

When perspective is required, it should show the proposed building on its actual site, not in a vacuum without surrounding or adjacent buildings, or with unrealistic entourage. A pedestrian's view rather than a bird's eye vantage point is preferred.

A prime purpose of preparing either models or perspectives is for photographic reproduction for slide presentations, for general publicity purposes.

All perspectives or models described above become the property of MCIAA.

REVIEWS

The schematic design submittal will be reviewed in detail by the Project Management Team or Review Committee, Environmental Health and Safety Committee of MCIAA. Written comments will be assembled by MCIAA and will be transmitted to the Architect for inclusion in the design or for further study or discussion. Each comment requires a written response from the Architect.

After the schematic design submittal has been approved by MCIAA, the Architect will be notified, in writing, to begin preparation of the Design Development Documents.

3.) DESIGN DEVELOPMENT PHASE

GENERAL

The Architect shall prepare the Design Development Documents from the approved Schematic Design. The Design Development Documents shall consist of drawings and other documents, including specifications, to fix and describe the size and character of the entire project as to kinds of materials, type of structure, mechanical and electrical systems, and other work that may be required for construction of the project.

During the preparation of the Design Development Drawings, the Architect shall meet with the Project Management Team, the Environmental Health and Safety Committee, to determine specific and detailed requirements of all spaces in the proposed building and surrounding site requirements. The mechanical and electrical systems to serve the building shall be determined during this period and shall be described in the Design Development Documents.

The Architect's study and analysis during this phase shall be in such detail that all data is sufficient to begin production of construction drawings, when so directed.

All sustainability or Green Building Code compliance goals shall be determined, identified in the Documents and integrated into the Cost/Budget Estimate in the Design Development Submittal.

Value engineering. Modifications or changes resulting from value engineering and design review sessions must be incorporated into the design development documents before approval is given to proceed to construction document phase.

All substantial design decisions and budget confirmation shall be resolved for the MCIAA to approve the Design Development Submittal.

SUBMITTAL REQUIREMENTS

In addition to that required in the Schematic Design Submittal, the following shall, as a minimum, be provided as part of the Design Development Document submittal. The Architect may submit additional information as appropriate.

Drawings

All drawings submitted to MCIAA shall be dated, show scale and orientation of drawing, and shall carry the title of the project and the Architect and their Consultants. The project will be given an official title, which may be used with consistency on all documents.

Included in the Drawings, a Code Compliance information identifying Occupancy Type and Construction Type allowable and actual calculations in sufficient detail to support the specific design. Additional Code excerpts shall be included as possible. The Code Compliance must be reviewed by the MCIAA Building Office prior to submittal of the Design Development.

Design Development drawings shall be at the same scale as that to be used for the Construction Documents drawings. These drawings shall develop the design approved in the Schematic Design Phase. They shall show all room and space uses, including location of items of fixed equipment and major pieces of movable equipment whether the Owner or Contractor supplied. Basic structural, mechanical and electrical systems shall be determined and shown on the drawings. Program room numbers and computed net areas of rooms shall be shown. Elevations and sections shall be developed to a degree that illustrates the range of materials, final appearance and nature of the structure of the building. Drawings shall include major control dimensions and enough other dimensions to determine all room sizes. The site plan shall show necessary utility line and connections.

The following information should be included in Design Development Submittal Documents for Code review purposes. Plans should include overall dimensions, drawn to scale, and should be of sufficient clarity to indicate fully the development of the project's location, nature and extent of the work proposed.

Provide Design Development drawings indicating, at a minimum, the following technical information.

Site Plan

Show property lines, streets, roads, sidewalks, accessible routes, curbs, curb cuts, building location, future additions, existing buildings, driveways parking lot layout, walks, steps, ramps, fences, gates and walls. Show north arrow. Provide dimensions for all setbacks and where exterior wall/opening protection may be required.

Floor Plans

Dimensions: Provide overall building and additional basic room dimensions. Show north arrow and identify the drawing(s) scale.

Room: Room names and numbers, and cross references to enlarged plans (as applicable) and the Room Finish Schedule. The room numbering shall be finalized.

Floors: Show floor elevations, ramps, and stairs.

Walls: Indicate existing and new walls. Show all fire rated corridors, occupancy separations, area separation, shaft enclosures, etc.

Doors: Door with door numbers and associated hardware schedules.

Curtain wall, Storefront, Windows and Glazing: Accurately identify the proper framing system required to support the design application. Indicate fire rated assemblies. Identify overall glazed opening sizes, particularly of operable vents.

Toilet Rooms: Identify plumbing fixtures, stalls, accessories and cross-references to enlarged plans (as applicable).

Stairs: Dimension of stairway enclosures and risers/treads in plan and section.

Miscellaneous Items: Locate drinking fountains, folding partitions, fire extinguisher cabinets, elevators, etc.

Code Compliance: Must be complied.

Coordination Plan: Provide Consultant coordination plan(s) identifying general workstation layout with the associated electrical, tele/data and other specialized utility connection locations.

Demolition Plans: When substantial demolition occurs, provide Demolition Plan clearly identifying the Scope of Work.

Roof Plan

Roof Plan Show drainage direction, crickets and skylights. Show drainage to roof drains, overflow drains, scuppers, etc. and all points of on-grade discharge. Identify roofing materials, minimum roof pitch. On surface mounted gutters, show the gutters, collection boxes, downspouts and point of discharge. Identify the relative elevation of the roof drainage surfaces.

Exterior Elevations

Show floor elevations, finish grades and vertical dimensions of the building elements, floors, ceilings, and openings. Show roof slope, door and window locations. Indicate all materials and, graphically differentiate between existing and new.

Building Sections

Show vertical dimensions relating to floor, ceiling, roof height and openings. Note and indicate all materials and extent of the fire rated assemblies.

Reflected Ceiling Plans

Indicate ceiling materials. Show proposed ceiling, lighting, grilles/registers, acoustic panels, access panels, etc. Locations: Coordinate the layout with all Consultants.

Enlarged Floor Plans and Sections (as applicable)

Toilet Room Plans: Show plumbing fixtures, accessories, stall layout and handicap accessibility.

Kitchens: Provide a commercial kitchen equipment plan and schedule when applicable.

Stair and Elevator Section(s): Show vertical/horizontal dimensions and hand/guardrail design.

Schedules

Develop profiles for doors, windows and associated frames including a Preliminary Door Schedule with required ratings and hardware groups. Provide a Room Finish Schedule.

Wall/Partition Types and Rated Assemblies

Provide a legend identifying the materials used and fire/acoustic rating as applicable. Properly cross reference to the plans and sections.

Structural Notes

Outline to include:

Live Loads: Floor, stairs, corridors, roof, seismic and wind.

Dead Loads: Material weight, mechanical and electrical weight, wet-pipe or dry-pipe fire sprinkler system, and soil bearing pressure.

Materials Strength: Concrete, masonry, steel and wood.

Foundation design based on Soils Report.

Structural Schematics

Provide Foundation Plan and Structural Plan that include floor, roof and wall construction. Particularly in buildings containing sensitive equipment, the Architect and Engineer shall incorporate vibration analysis and mitigation appropriate to the project requirements.

Technical Design Development Drawings

Mechanical Drawings

- a. Updated narrative description of the proposed HVAC system.
- b. Scaled plans of each floor, showing double-line duct layouts, equipment locations, typical heating and cooling devices (e.g. scaled VAV boxes and branches with supply and return diffusers).
- c. Mechanical-room drawings, showing locations and sizes of AHU(s), fans, pumps, compressors, heat exchangers, etc. Show elevation cross sections where necessary.
- d. Update HVA C load calculations
- e. Provide sufficient accessibility to all equipment and devices (e.g., coil pull, VAV, AHU, HX equipment).
- f. System schematics showing all system components and control devices and "detailed" sequence of operation.
- g. Roof layout drawing indicating intake and exhaust louver location and orientations relative to plumbing vents and lab exhaust.

- h. To ensure “fit” in small or confined spaces with other disciplines, develop sealed composite drawings as found necessary.
- i. Show smoke control system operation in narrative and single line diagram.
- j. Particularly in buildings containing sensitive equipment, the Architect and Engineer shall incorporate vibration analysis and mitigation appropriate to the project’s requirements.

Plumbing Drawings

- a. Updated narrative document.
- b. Plans of each floor, noting fixture locations and types. Indicate routing of main distribution lines with sizes.
- c. General arrangement of all piping systems (domestic water, hot water, gas, sewer, storm, specialty lab gases and Fire Protection).
- d. Location and sizes of all water, sanitary sewer, primary and overflow storm drain and sprinkler piping.
- e. Location of all floor drains, roof drains and floor sinks in toilet rooms, mechanical rooms, etc.
- f. Tentative fixture schedule.
- g. Location, sizes and types of water heaters, heat exchangers, pump pits, and flues when required.
- h. Provide a fixture-count calculation sheet.
- i. Utility connections to the tunnel piping distribution systems if required by the design.
- j. Proposed janitors closet location and mop sink fixtures at each floor.
- k. Roof layout drawing indicating proposed roof penetrations for storm drains and all roof vents.

HVAC Drawings

- a. Updated narrative description of the proposed HVAC system.
- b. Plans of each floor, showing double-line duct layouts, equipment locations, and typical heating and cooling devices (e.g., VAV box, branches & GRDs
- c. Equipment schedules with tentative sizes, capacities, features, etc.
- d. Mechanical-room drawings, showing locations and sizes of fans, pumps, compressors, heat exchangers, etc. Show elevation drawings to ascertain fit among other disciplines.
- e. HVAC load calculations.
- f. Accessibility to all equipment and devices.
- g. System schematics showing all system components and control devices and sequence of operation.
- h. Roof layout drawing indicating louver intake and exhaust orientations relative to plumbing vents and lab exhaust.
- i. M.E. smoke control exhaust system where required.

Electrical Drawings

- a. Updated narrative description of the Electrical system.
- b. Identify proposed electrical room/closet areas.
- c. Identify main electrical feed type of service and location.
- d. Identify and locate proposed electrical sub-panel locations, type and size at each floor.
- e. Tentative lighting fixture layout, type and count.
Show electrical service and electrical panel locations.
Show Light fixtures layout.

Specification Outline

Particularly if the building contain sensitive equipment and/or sound sensitive applications, the Architect and Engineer shall incorporate vibration analysis and mitigation appropriate to the project requirement. Use caution when selecting and locating Transformers.

MCIAA is very concerned that lighting design is accomplished in a maintainable and efficient manner: use of an excessive number of fixtures and/or different types of fixtures/lamps is not acceptable.

Describe structural, mechanical and electrical systems including fire protection. Establish specification sections for principle materials and finishes.

All Floor Plans and Room Finish Schedules shall the approved room numbers. Room numbers shall be assigned by the Architect and reviewed by MCIAA Project Management Team.

Technical Specification

A specification (based on Schematic Design Phase outline) listing the major components of the design is required including a description of the items of equipment that will be required to be furnished by the Contractor. The Architect shall provide a list of materials or equipment items that are being proposed that vary from the requirements and standards stated in this Manual or the Building Program. Product data and technical information shall be provided for materials and systems recently developed, requiring specific performance criteria, or unfamiliar to the MCIAA's Technical Staff: review with the MCIAA Project Management Team. Provide major mechanical system component, lighting fixture and plumbing fixture product information.

Tabulation of Areas

The Architect shall prepare a tabulation of areas (updated from Schematic Design Phase). The tabulation shall indicate the Net Assignable Square Meter (NASM) of all spaces. Programmed spaces shall identify Building Program room name.

Cost Estimate

The Architect is required to prepare a statement of probable construction cost of the Project based on the Design Development Documents. Appropriate amounts of

contingency and inflation shall be included in the construction estimate to reflect anticipated condition at the time of bidding.

Energy Report

The Architect is required to prepare a report describing energy considerations and recommendations including building operations cost projections. These shall be reviewed with the MCIAA Project Management Team.

4.) CONTRACT DOCUMENT PHASE

GENERAL

Contract Documents shall be developed from the approved Design Development Documents. These shall be complete in all aspects to permit intelligent bidding and construction. All elements shall be shown and appropriately detailed.

The Architect is responsible for developing the Technical Specifications and Drawings, and all other requirements for the construction of the entire project in accordance with applicable regulations and codes.

Contract Documents shall not be started until the Design Development Documents have been approved in writing.

During the development of the Contract Documents it may be necessary for the Architect to obtain some additional information from the Building users.

Informal reviews should be scheduled with personnel concerned at appropriate points in the development of the drawings and specifications to ensure that all interested parties are satisfied with the documents.

The Architect must furnish a letter stating that no asbestos containing products were specified in the Project Documents or included in the building materials.

No materials, components, systems and equipment shall be specified, approved or used which will be discontinued or redesigned from the manufacturer or suppliers in the near future, preferably within five (5) years. The Architect and Consultants shall perform a diligent investigation to assure the MCIAA of this.

SUBMITTAL REQUIREMENTS

The following shall, as a minimum, be provided as part of the Contract Documents. The Architect may submit additional information as appropriate.

Drawings

All drawings submitted to the MCIAA shall be titled and dated accurately, show scale and orientation of drawing, and shall carry the title of the project and identify the Architect with their Consultants. The project will be given an official title, which must be used with consistency on all documents.

Drawings shall be prepared on ARCH D size sheets. MCIAA shall be provided with electronic generated drawings using the latest version of AutoCad.

Separate site plans shall be prepared for above ground features and for subsurface utility lines unless the latter are very minimal and the finished drawing is fully clear in all aspects.

Drawings shall be carefully checked by the Architect to achieve coordination between all consultants, civil, structural, mechanical, electrical, specialized consultant and fixed equipment.

All floor plans and Room Finish Schedules shall have building program room names and numbers. Room Numbers shall be assigned by the Architect and approved by the MCIAA-Project Management Team.

Notes and dimensions on the drawings shall be large enough to be read easily without eye strain. Spelling shall be checked carefully.

Room Finish and Door Schedules should be incorporated in the drawings.

All items of mechanical equipment such as air handlers, pumps, fans, steam pressure reducing valves, etc. shall be scheduled on the Construction Drawings. Include all design and operating parameters for each unit.

Provide a tile sheet for each set drawings identifying all abbreviations and symbols used on the drawings in a key or legend. Provide vicinity location map(s) and index of drawings.

The Title Block shall include the names, addresses and telephone/fax numbers of all Consultants.

Construction Drawings shall bear the Architect's and/or Engineer's seal and certification with signature and registration number.

One stamped set, with the Office of the Building Official's approval, shall be delivered to the MCIAA as a permanent record set.

Contract Documents Submittal

The following information should be included in Construction Document Submittal for Code review purposes. Plans should be fully dimensioned and drawn to scale and should be of sufficient clarity to indicate the precise location, nature and extent of the work proposed.

Provide Construction Drawings, which shall include, at a minimum, the following: The scale and complexity of the project will determine which specific drawing will be required.

Tile Sheet

- Table of Contents
- Names, address and contact numbers of Architect, Engineers and Consultants

- Building Code Analysis (see Schematic Design Submittal requirements)
- Note Type of Work, new construction, addition, remodel/renovation or tenant finish
- Vicinity Map
- Based on information provided the MCIAA, identify types, amounts and locations of all hazardous materials intended to be stored or used. List actual quantities and compare to exempt amounts. Note, Projects with extensive quantities of hazardous materials will be required to submit a “Hazardous Materials Management Plan” as prepared by the MCIAA- Environmental Health and Safety Office.

Site Plan shall include:

Property lines, street names, scale, north arrow
 Building location, setbacks, finish floor elevation, dimensions
 Contours, existing, new grades/elevation marks and drainage direction
 Existing and new paving, parking lot plan
 New and existing sidewalks, steps, curbs, curb cuts and drives
 Fences, gates, walls and retaining walls
 Existing structures, trees and shrubs to remain or to be removed
 New landscaping, trees, shrubs, ground cover
 New and existing utilities
 Site Details including handicap curb ramps, signage, etc.

The Limits of Work shall be defined as the area necessary for the project grading, planting, utility work, walkways, roads, construction staging, etc. connects uninterrupted to the adjoining land and utilities: the interface between existing grading and new landscaping shall be carefully coordinated.

Demolition Plan (Optional)

When the delineation between portions of existing construction to remain and to be removed becomes sufficiently complicated, a separate Demolition Plan will be required. Clearly note the specific demolition Scope of Work.

Architectural Floor Plans

Code Compliance Plan:

Dimensions: overall, building break, grid lines, room, and opening dimension, north arrow.

Rooms: room names and numbers. Cross-reference enlarged plans where applicable.

Floors: floor elevations, change in materials, ramps/stairs, floor breaks, etc.

Walls: indicate existing and new walls, wall types, material and fire rated assemblies by legend on graphics.

Doors: door swing and number.

Windows: identify size, operation, style, etc. or Window Schedule.

Toilet Rooms: plumbing fixtures, accessories, stalls, floor drains, and cross reference to Enlarged Plans.

Stairs: dimension stair enclosures, risers/treads, landings, handrails, etc. and cross-reference stair details/sections: coordinate framing with the Structural Engineer.

Miscellaneous Items: fire extinguisher cabinets, access doors, drinking fountains, folding partitions, ladders, lockers, shelving, railings, guardrails, elevators, etc.

Alterations: existing opening and new openings

Interior Elevations, Details and Sections: cross-reference on the Floor Plans.

Expansion and Control Joints: show clearly and coordinate with the Structural Engineer.

Architectural Roof Plan

Materials: type of roofing

General Roof Information: Roof drains, overflow drains, scuppers, gutters, leaders, roof high point and low points, crickets, skylights, vents, fans, mechanical equipment and roof access indicated the direction and slope of the drainage and relative elevation of the drainage surface at the working point. Identify the point of discharge of the downspouts.

Miscellaneous: Roof pavers, ladders, splash blocks, ventilation, expansion joints, etc.

Miscellaneous Vertical Elements: show all tall elements, flagpoles, mechanical stacks and flues, antennas, etc. shall be properly structurally supported with the associated flashing and roofing details.

Expansion Joints: show clearly and coordinate with the Structural Engineer.

Architectural Exterior Elevations

Materials: identify all exterior finish materials and color selections.

Windows and Doors: provide window and door openings, window head and sill heights and indicate window and door type. Identify glazing types and tempered glazing locations.

Dimensions: grid lines, vertical dimensions, floor levels, grade elevations

Miscellaneous: note and indicate material.

Grade: show the intersection of the grade at the building accurately.

Architectural Building Sections

Dimensions: vertical dimensions relating to floor, ceiling, roof, openings, casework and other relevant information.

Cross Reference: all details

Materials: note and indicate material.

Fire Rated Assemblies: show the extent of fire rated assemblies accurately.

Architectural Reflected Ceiling Plan

Ceiling Construction: show ceiling breaks, or change in height, materials, grid pattern, diffusers, light fixtures, exit signage and access panels. Coordinate this information with the engineering disciplines.

Walls: indicate walls extending above the roof plane with wall type and fire rated assemblies as described on the Floor Plans.

Coordination: adequate interstitial ceiling space shall be provided to reasonably accommodate all mechanical, plumbing, piping, electrical and structural elements.

Architectural Enlarged Floor Plans

Toilet Room Plans: plumbing fixtures, stall layout, accessory, and handicap accessibility clearances. Cross-reference all Interior Elevation.

Commercial Kitchen Plans: required for commercial kitchen equipment layout with an Equipment Schedule, including any Owner furnished or relocated equipment, identifying and coordinating all required service connections with the Engineering disciplines.

Laboratory Plan: required when complexity warrants with an Equipment Schedule, including Owner furnished or relocated equipment, identifying and coordinating all required service connections with the specialized Consultants and the Engineering Disciplines.

Stage Plan: required for theatrical rigging and lighting with a Rigging Schedule coordinating all required service and structural connections with specialized Consultants and Engineering disciplines.

Stair Plans and Sections: identify horizontal dimensions coordinated vertically to the Stair Sections.

Architectural Interior Elevations

Room Number: identify in the title.

Toilet Room Elevations: plumbing fixture and accessories mounting heights and handicap accessibility requirements.

Materials: indicate wall finish materials and extent: coordinate with Room Finish Schedule.

Casework and Equipment: provide interior elevations and all applicable cabinet configuration description.

Architectural Schedules

Room Finish Schedule: identify interior finishes and extent of use. Provide a Finish Materials Schedule that is coordinated with the Specifications terminology.

Door Schedule: door types, sizes and fire rating, door hardware groups.

Window Schedule: window types, frames, fire rating and glazing type and size.

Architectural Building and Wall Sections

Building Sections: provide adequate sections to describe the specific project and cross-reference the locations on the Floor Plans. Provide vertical dimensions to major design elements. Identify the extent of all fire rated assemblies.

Wall Sections: provide typical and atypical sections identifying the materials, thermal tabulation values, roofing system, vertical dimensions, etc. with particular detail to the connections to the primary structural system: coordinate with Structural Engineer. Cross-reference the location of all section cuts. Identify the extent of all fire rated assemblies.

Deflection, Expansion and Control Joints: show all vertical and horizontal joints and coordinate with the Structural Engineer. Provide adequate details.

Architectural Details and Enlarged Sections

Stairs: provide section(s) and tread dimensions, headroom clearance, and handrail details and attachment details. Coordinate with Structural Engineer.

Guardrails: height and distance between intermediate rails and attachment details.

Ramps: slope, length and handrails.

Wall Types: fire-rated construction, corridor walls, shaft walls, area separation walls, occupancy separation walls. Indicate extent of fire rated construction/assemblies: cross-reference to the Floor Plans. Specify fire penetration sealants at rated walls.

Joints: provide adequate detailing for deflection, expansion and control joints.

Structural Notes

Live Loads: provide floors, roof, earthquake and wind load criteria.

Dead Loads: provide large mechanical and electrical equipment weights and soil bearing pressure information.

Material Strength: identify concrete, masonry, steel and wood unit strengths. Identify any "Special Testing" requirement and review the Scope of Work.

Foundation Design: reference the Soils Report by origin, number and date.

Lintel and Opening Schedules

Special Finishes and Grades: identify special architectural finishes for exposed concrete, steel fabrication, concrete floors, etc. and areas requiring restrictive tolerances. Coordinate with the Architect.

Structural Floor and Roof Plans shall include:

Foundation Plan and Structural Framing Plans: provide foundation, floor, and roof plans of all full and partial levels. Use elevation datum reference consistent with the Architectural drawings. Coordinate floor elevations with the Architect. Coordinate and identify primary openings.

Structural Wall, Plan Details and Details shall include:

Provide wall, plan and detail sections as necessary to describe the construction. On structural steel stud framed walls, provide adequate information on the stud characteristics and framing details.

Mechanical Plans shall include:

1. Specifications:

Complete Sets of Specifications corrected to meet Standards.

2. Mechanical and Plumbing

All Mechanical and Plumbing systems shall be indicated on the contract drawings to include the following:

- a. All plumbing riser diagrams complete with pipe sizes, valve and fixture unit notations
- b. All piping riser diagrams representing each type of system complete with pipe sizes and valves and capacities.
- c. Plumbing and piping equipment connection details for all equipment/devices
- d. Plumbing drawings indicating all roof and storm system piping.
- e. Coil piping detail indicating all valve, drains, vents and piping arrangements.
- f. High temperature piping drawing showing all pipe, valves and fittings as found applicable.

- g. Heat exchanger piping connection details indicating all valves, drains and vent piping.
- h. Water heater and miscellaneous piping detail.
- i. Access doors as required for plumbing and piping access.
- j. Design calculations for plumbing, piping and HVAC.
- k. Equipment installation details where required.
- l. Cross section drawings where required.
- m. Control diagrams with detailed sequence of operations
- n. Drawings of each area showing double line supply, return, exhaust ductwork with corresponding riser diagrams.
- o. Air Flow Balancing Riser Diagram showing airflow quantities throughout the building including exhaust.
- p. Complete HVAC and Plumbing Equipment/Devices Schedule with capacities and design criteria.
- q. Detailed Mechanical Room drawings showing all equipment with cross section drawings where required.
- r. Show all fire dampers and/or combination smoke and fire dampers.
- s. Kitchen and fume hood exhaust systems including sizes of all ductwork including grease traps.
- t. Fire suppression sprinkler and standpipe system locations and main connections.
- u. Smoke control devices in ductwork as found applicable.
- v. Indicate type and size of all flues. BTUH input/output capacities and gas pipe sizing for equipment.
- w. Deliver one complete set of CADD files corrected to meet Standards prior to contract award.

Electrical Plans shall include:

Electrical service and distribution equipment location, transformers, electrical meter, main and sub-panel, etc.
 Exit sign locations, light fixtures layout and emergency lighting.
 Fixture type and schedule. Specify fixture types to minimize the number of lamp types required for maintenance.
 Electrical outlets and circuits
 Coordinated Tele/Data rough-out locations.
 Fire alarm/detection system.
 Light fixture schedule.
 Panel circuit schedule/calculations.
 One-line distribution system diagrams.
 Coordinated door security system rough-out locations.
 Specify fixture luminaires as to minimize the number of types required for maintenance.

Technical Specifications:

Shall include the Owner's Project Intent and written Basis for Design.

Describe structural, mechanical and electrical systems.

Complete specification sections for principle materials and finishes.

Remodel/addition projects should additionally indicate interface with existing conditions and limits of work within the existing building and provide information on the connection point data schedule. The importance of complete and thorough Specifications cannot be too strongly stressed. Specifications shall be carefully checked to include all items pertaining to the project and to eliminate inclusion of items not incorporated into the project. The terminology, references and abbreviations used on the drawings shall be consistent with the Specifications.

The Specifications shall include a complete summary list all required shop drawing, samples and product data.

The Specifications shall include a complete list of standard warranty and extended guarantee items and list of items for which operations and maintenance data are required.

The Architect shall be responsible for reviewing and approving Operations and Maintenance (O&M) Manuals from the Contractor(s) and delivering them to the MCIAA-Project Management Team.

The Specification shall include a summary list of Owner's Stock Items, additional quantities beyond that require to complete the construction to be used for future maintenance such as carpet, luminaires, paint, etc.

References to industry standards shall be checked to verify correct identification of number and date of issue.

During the reviews by MCIAA, the Specifications will be checked, but the Architect should not rely upon this, including requirement of this Design Guidance, in lieu of their careful preparation and personal checking.

Specifications shall be prepared using the CSI format.

This Manual incorporates certain requirements in the selection of materials and quality of workmanship to be incorporated in the technical sections of the Specifications.

The terms "to be", "must be" "should be" and will are not acceptable. The mandatory "shall" or "shall be" are the only forms with full legal force.

Throughout the Specifications, the Architect shall use a performance type description as far as possible, meeting certain established and recognized industry standards (e.g., ASTM). Where there is not feasible because such standards have not been established, list three equally acceptable manufacturers or suppliers. The name of one type followed by "or equal" or "approved equal" is not considered to be an adequate Specification. As a possible alternative to this procedure, the statement "equal to item 'X' as manufactured by 'ABC Company'" will be acceptable as a means of establishing the quality desired. Approval of "equal" items shall not occur during bidding and issued in addenda.

For consistency in format the following rules should be observed:

- a. The term "Architect", refers to the Architect and/or Consultants and Engineers who prepares the documents. The terms should be capitalized.

- b. The term "Owner" should be capitalized, and no other term should be used in reference to the MCIAA and/or the Owner's Representative.
- c. References to the "Drawings" should be that, and not to less inclusive term "plans". Drawings refers to that portion of the Contract Documents.
- d. "Specification" should be capitalized when reference is made to those trade sections generally and refers to that portion of the Contract Documents.
- e. "General Conditions", "Supplementary Conditions", and "Special Conditions" are conditions of the Contract and are not parts of the Specifications.
- f. The term "Contractor" should be capitalized and refers to the prime Contractor and/or the Sub-contractor and Suppliers contracted directly by them.
- g. When reference is made to the "Contract" between a Contractor and the Owner it should be capitalized.
- h. The term Contract Documents refers to all documents identified in the Contract between Owner and Contractor and in the General Conditions.
- i. The term "Project", "Architect", "Owner" and "Owner's Representative" should be capitalized.

Project Manual

The "General Conditions", "Supplementary Conditions", "Special Conditions", and other building requirements should be bound together with the "Technical Specifications" to form the Project Manual. The Architect shall obtain special permission from the Owner's Representative before placing other documents such as schedules and detail drawings in the Project Manual. All pages shall be numbered. It is optional with the Architect that individual paragraphs have their own numbers.

An index or table of contents for the entire Project Manual is essential. The use of different colored paper for the major divisions is required as follows:

Boiler Plate

- Index – White
- Advertisement for Bids – Optional
- Instruction to Bidders – Provided by the Contractor
- Form of Bid – White – Provided by the Contractor
- General Conditions
- Supplementary Conditions
- Special Conditions – project specific modifications as reviewed and approved by the Owner.

Technical Specifications

- Architectural Specifications – White
- Mechanical Specifications – Blue (preferred)
- Electrical Specifications – Yellow (preferred)

Copies of the Project Manual should be bound in such a manner that they will not fall apart in use. Substantial cover stock and binders should be used.

The Project Manual should carry official Project title, Architect's and primary Consultants name and date on the cover. This date shall be the same that on the Drawings and, in the case were earlier editions exist, shall be titled Contract Edition. Architect's and Engineer's seals shall be placed on the title page.

Tabulation of Areas

The Architect shall prepare a final tabulation of areas (updated from Design Development Phase). The tabulation shall indicate the Net Assignable Square Meter (NASM) of all spaces.

Cost Estimate

The Architect shall advise the Owner of any adjustments in probable construction cost during this phase.

REVIEWS

At completion of the submittal for the Contract Documents Phase, the Architect is required to secure all required approvals necessary for the Building Permit. Copies of the governmental agency's review comments and the Architect resolution shall be provided to MCIAA with one (1) officially stamped and approved set of Contract Documents.

Because changes will probably be required, the reproduction in multiple copies for bidding should not be made until after the Reviews are completed.

The Contract Documents will be critically examined by the MCIAA to insure that the requirements of the Building Program are satisfied. The primary emphasis is to assure that the approved Design Development has been described in adequate technical terms to complete the Project on time and within budget. Some of the primary concerns are construction durability, life/safety related to the Codes, sustainability goals, building atmospheric controls, energy efficiency and general completeness/coordination of the documents. Compliance to all applicable Codes is the responsibility of the Architect and their Consultants.

The Scope of Work must be sufficiently defined in the documents to prevent unreasonable cost escalation during construction. The MCIAA's written and "redlined" comments will be transmitted to the Architect. The Architect and their Consultants shall respond to the MCIAA's comments and incorporated all necessary change into the final Contract Documents.

After the Contract Documents have been approved by the MCIAA, the Architect will be notified in writing to issue the final Contract Documents for Bidding.

5.) Contract Administration

- Attend Management and Technical Meetings at Site;

- Assist the contractor with the interpretation of the contract documents and to verify at the work conforms to the documents.
- Certify payments billed/earned by the contractor

B. Project and Construction Management

1) Project Management Services

Project management, being the management group for and on behalf of the Employer of the entire process necessary for the procurement of the design and the construction of the Project from the briefing through to commissioning and occupation taking into account the Employer's requirements in respect to aesthetics, quality, cost and time, including the following:

- Project administration as stated above.
- Establish MCIAA's needs.
- Advise the Employer on the need for other professionals and making recommendations.
- Conduct Feasibility Study and Cost Benefit Analysis for the Project.
- Prepare Project Timeline for the Project
- Prepare all documents and requirements of republic Act 9184 (RA 9184)
- Negotiate and agree on conditions of engagements with consultants.
- Analyze and prepare MCIAA's needs in details.
- Ensure that statutory consents are obtained.
- Prepare programs for all pre-contract and contract activities and monitoring progress and adjusting the program as necessary.
- Establish types of meetings, attendance, chairmanship and issuing of agendas and minutes.
- Obtain advices for MCIAA as to various insurances and/or warranties and ensuring compliance by those required to affect such insurances and/or warranties.
- Advise MCIAA on the form of contract and the method of contractor selection in conjunction with other professionals.
- Arrange lists of tenderers, the tender opening and credit checks, co-ordinating reports on tenders and making recommendations to the Employer.
- Establish a framework for monitoring progress, maintaining financial management and regularly reporting to the Employer.
- Coordinate inspections and handovers, ensuring that commissioning of the building and services is properly undertaken and obtaining test results, test certificates, as-built plans/drawings, maintenance manuals and guarantees.
- Establish the actual number of working days required to complete the PROJECT through PERT/CPM (includes scope of works/program of works/timeline and others) analysis of the project activities and corrected for holidays and weekends as part of the bid documents for the bidding of construction for the project;
- Establish the number of unworkable days considered unfavorable for the execution of works at the construction site based on the record of PAGASA.

- Specify the deliverable activities, documents and schedule for the submission of the deliverables and completion of the activities for the construction.
- Check for provision on design and construction supervision.
- Prepare all necessary bidding requirements for the construction of the project as defined in RA 9184.

2) Construction Management Phase

Construction management services, being the management group of the construction process of works executed under multiple direct contracts, from inception to completion, but without the acceptance of liability of the contractual risks associated with the role of the contractor, including the following:

- Coordinate with other professionals as necessary in order to establish the scope of work embodied in each component of the project.
- Coordinate and integrate the construction programs of the various works into an overall construction program, including ensuring timely delivery of the project.
- Coordinate with the Contractor the preparation of Over-all Program of Works/Schedule of Works for the whole Project to be done by the Contractor, relative to the progress of the project and submission of progress billings.
- Coordinate closely with the Contractor the execution of the construction process to ensure adherence to the overall construction program.
- Arrange and monitor execution of the construction processes to ensure adherence to the specification.
- Ensure that all necessary inspections are carried out.
- Arrange for and monitor the rectification of defective work including that arising during the contractual defects liability period.
- Review and approve billings of architectural and engineering components.
- Conduct final inspection and approves installed architectural and engineering components related items.
- Conduct final inspection of work and fixtures.
- Minimum number of key personnel on site.
 - 1 Project manager,
 - 1 Project Engineer or Assistant Engineer for each division (Civil, Electrical, Mechanical and ECE)
 - 1 Project Supervisor for each division (Civil, Electrical, Mechanical and ECE)
- Should have a Field Office within or adjacent to the jobsite.

3) Project Monitoring Phase

Monitoring and controlling consists of processes performed to observe project execution so that potential problems can be identified in a timely manner and corrective action can be taken, when necessary, to control

the execution of the project. The key benefit is that the project performance is observed and measured regularly to identify variances from the project management plan. Monitoring and controlling includes:

- Measuring the on-going project activities *'where we are');
- Inspecting and expediting work;
- Monitoring the project variables (cost, effort, scope, etc.) against the project management plan and project performance baseline (where we should be);
- Checking and verifying the quantities and qualities of work accomplished by the contractor as against the approved plans, specifications and scope of work;
- Identifying corrective actions to address issues and risks properly (How can we get on track again);
- Reviewing, verifying and recommending the approval of statements of work accomplished, progress billing, final billings and certificate of project completion;
- Influencing the factors that could circumvent integrated change control so only approved changes are implemented;
- Monitoring of delivery of materials including testing;
- Submitting monthly progress report on the status of the project.

Details of monthly progress report must include:

- Management summary;
- Key milestone table that represents significant project progress such as;
 - ✓ Division of works
 - ✓ Plan of completion date
 - ✓ Activities done 2 months ago prior to completion date
 - ✓ Current forecast and completion date
 - ✓ Actual completion date
- Progress and deviation from plan;
- Bar chart that includes scope of works with details, forecast and completion percentages and actual completion percentages

4) Project Administration service

Project administration services, being the administration of the construction processes on behalf of the employer from inception to completion, includes the following:

- Arranging, attending and keeping minutes of meetings.
- Preparing contract documents for signing and safekeeping of same.
- Establishing whether all insurances and guarantees have been effected.

- Arranging for the handling over of the site and pointing out of pegs, beacons and datum levels to the contractor.
- Receiving and attending to notices served in terms of the construction contract.
- Issuing instructions, payment certificates, financial statements and certificates of completion prepared by others and notifying those concerned about the status of their involvement.
- Deciding on any extension of the construction period and penalties.
- Determining disagreements, excluding services related to mediation, arbitration and litigation.

IX. REFERENCE DATA

Some reference data will be provided by MCIAA such as:

- Timeline of the Project
- Survey and Topographic Map
- Geotechnical Investigation done by Dynamic Geoenvironmental Specialist, Inc.
- Space requirements prepared by MCIAA

X. PAYMENT AND SUBMISSION OF DELIVERABLES SCHEDULE

<p align="center">DELIVERABLES</p> <p align="center">To be accomplished and submitted within three (3) month period from receipt of Notice to Proceed by the winning consultant</p> <p align="center">Design (70% of Contract Price)</p>	<p align="center">PERCENTAGE OF THE CONTRACT PRICE</p> <p align="center">(PAYMENT DUE AFTER ACCEPTANCE OF End-User PMT)</p>
<p>Mobilization</p>	<p align="center">15%</p>
<p>Upon submission, approval and acceptance of the Survey, Verification and Investigation Results of the site, Project Study, Architectural Programming and Preliminary Design Concepts in two (2) copies in A3 size (Under Pre-Design Phase).</p>	<p align="center">10%</p>

<p>Upon submission, approval and acceptance of the following, three (3) Schematic Design Studies, two (2) copies in corresponding indicated sizes. (under Schematic Design Phase):</p> <ul style="list-style-type: none"> • Schematic Design Plans (ARCH D size white print) • Schematic Elevations/Sections (ARCH D size white print) • Preliminary Perspective (ARCH D size white print) • Space Allocations (ARCH D size white print) • General Specifications Outline (A4 size) • Initial Budgetary Cost Estimates (A4 size) • Electronic Files (in DWG, PDF and PPT format of the above submissions) 	<p>20%</p>
<p>Upon submission, approval and acceptance of all plans/output design of the following, two (2) copies in ARCH D size white print (under Design Development Phase);</p> <ul style="list-style-type: none"> • Architecture and Interior Design Plans • Landscape Layout • Site Development Plans • Civil and Structural Plans • Sanitary/Plumbing Plans • Electrical Plans • Mechanical and Fire Protection System Plans • Structured Cabling Plans • Electronic Plans/Fire Alarm System/CCTV Plans 	<p>20%</p>

<p>Upon submission, approval and acceptance of all plans/output designs of the following, two (2) copies in ARCH D size white prints (drawings) and eight (8) copies duly signed and sealed plans in ARCH D size blue prints (drawings) by appropriate professionals and A4 size (documents) (under Contract Document Phase);</p> <ul style="list-style-type: none"> • Architectural and Interior Design and Detail Plans with Specifications and Detailed Cost Estimate • Landscape Layout and Detail Plans with Specifications and Detailed Cost Estimate • Site Development and Details Plans with Specifications and Detailed Cost Estimate • Civil and Structural and Detail Plans with Specifications and Detailed Cost Estimate • Sanitary and Plumbing and Detail Plans with Specifications and Detailed Cost Estimate • Electrical and Detail Plans with Specifications and Detailed Cost Estimate • Mechanical and Fire Protection and Detail Plans with Specifications and Detailed Cost Estimate • Structured Cabling and Detail Plans with Specifications and Detailed Cost Estimate • Electronic/Fire Alarm System/CCTV and Detail Plans with Specifications and Detailed Cost Estimates • Consolidated Technical Specifications describing the type and quality of materials, finish and the general conditions under which the FACILITIES/STRUCTURES will be constructed. • Structural analysis and computations; • Consolidated Cost Estimate and supported with Bill-of-Quantities (BOQ) • Scope of Works of the Project. • Complete Bid Documents for the Construction of the Project. 	<p>25%</p>
<p>Upon completion and turn-over of all deliverables under Project and Construction Management</p>	<p>10%</p>
<p>TOTAL</p>	<p>100%</p>

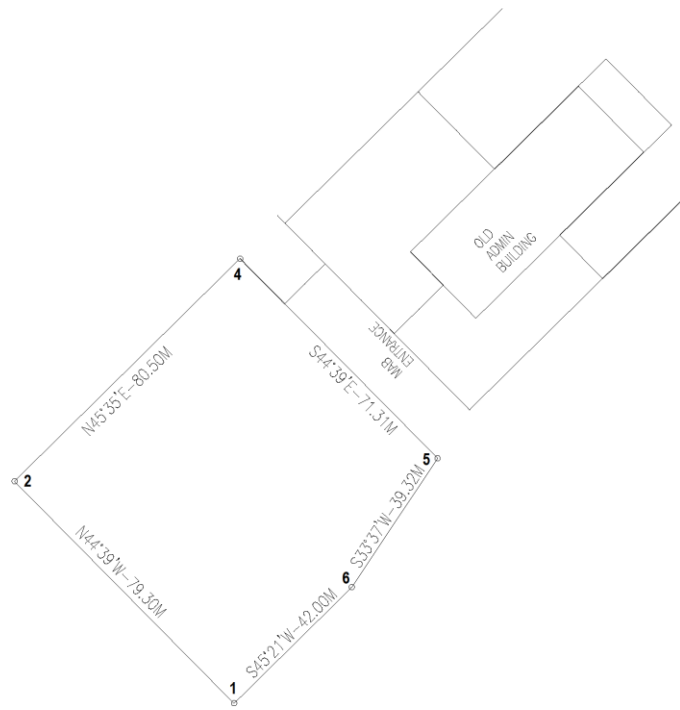
<p style="text-align: center;">DELIVERABLES</p> <p style="text-align: center;">Project and Construction Management</p> <p style="text-align: center;">(30% of Contract Price)</p>	<p style="text-align: center;">PAYMENT DUE AFTER ACCEPTANCE OF End-User/PMT</p>
<p>Upon submission, approval and acceptance of Project Timeline for the whole Project, two (2) copies in ARCH D size white print.</p>	<p style="text-align: center;">15%</p>
<p>Upon completion and acceptance of twenty percent (20%) work accomplished based on the Project's Over-all Program of Work, with submission of Progress Report or Statement of Work Accomplished (SWA) in A3 size on the status of the project at twenty percent (20%) work accomplishment.</p>	<p style="text-align: center;">15%</p>
<p>Upon completion and acceptance of forty percent (40%) work accomplishment based on the Project's Over-all Program of Work, with submission of Progress Report or Statement of Work Accomplished (SWA) in A3 size on the status of the project at forty percent (40%) work accomplishment.</p>	<p style="text-align: center;">15%</p>
<p>Upon completion and acceptance of sixty percent (60%) work accomplishment based on the Project's Over-all Program of Work, with submission of Progress Report or Statement of Work Accomplished (SWA) in A3 size on the status of the project at sixty percent (60%) work accomplishment.</p>	<p style="text-align: center;">15%</p>
<p>Upon completion and acceptance of eighty percent (80%) work accomplishment based on the Project's Over-all Program of Work, with submission of Progress Report or Statement of Work Accomplished (SWA) in A3 size on the status of the project at eighty percent (80%) work accomplishment.</p>	<p style="text-align: center;">15%</p>
<p>Upon completion and acceptance of one hundred percent (100%) work accomplishment based on the Project's Over-all Program of Work, with submission of Progress Report or Statement of Work Accomplished (SWA) in A3 size on the status of the project at one hundred percent (100%) work accomplishment.</p>	<p style="text-align: center;">15%</p>

<p>Upon completion and acceptance of the necessary Punch Listing/Rectification Works, and submission of the following:</p> <ul style="list-style-type: none"> • All As-Built Plans/Drawings, two (copies) in ARCH D size white print and three (3) copies in ARCH D size blue prints all drawings duly signed and sealed by appropriate professionals; and electronic file (in DWG, PDF and PPT format) • All Testing and Commissioning Results, original copies. • Material/Product Warranty Certificates, Operation and Maintenance Manuals. • All results of additional testing and investigation/study, Clearances, Permits and Certificates, Analysis and Assessment, original copies. • Upon issuance of Certificate of Project Completion and Acceptance from the MCIAA, the release of the Certificate of Occupancy and the Certificates of Operation issued by the MCIAA Office of the Building Official (OBO) on all building electrical and mechanical equipment, original copies. 	<p>10%</p>
<p>TOTAL</p>	<p>100%</p>

XI. OTHERS

When the DESIGN AND PROJECT MANAGEMENT FIRM fails to comply with the terms and conditions stated under the terms of reference and the contract is terminated, TWG has the right to bid out or continue and implement the Project based on items that were already submitted by the Firm and accepted by MCIAA.

XIII. TOPOGRAPHIC PLAN



XIV. SPACE REQUIREMENTS

A.	GROUND FLOOR		Occupants
	A.1	OFFICES	
		A.1.1 Frontline Service Unit	
		1.) Public Affairs Counter	8
		2.) One-Stop-Shop	10
		A.1.2 Day Care Room	
		1.) Waiting Lounge	
		2.) Day Care Area	
		3.) Diaper Changing Station	
		4.) Breastfeeding Station – 2 cubicles	
		5.) Comfort Room	
		A.1.3 MCIAA Employees Mutual Association (MEMA)	
		1.) Office	1
		2.) Conference Room – 15 persons	
		A.1.4 MCIAA Provident Fund	
		1.) Office	1
		2.) Conference Room – 7 persons	
		A.1.5 MCIAA Multi-Purpose Cooperative	
		1.) Office	2
		2.) Conference Room – 11 persons	
	A.2	COMMERCIAL	
		A.2.1 Fitness and Wellness Gym	
		1.) Workout Area	
		2.) Ladies Changing & Locker Room	
		3.) Men's Changing & Locker Room	
		A.2.2 Employees' Canteen	
		1.) Kitchen	
		2.) Storage	
		3.) Dining Area – 16 to 20 tables	
		A.2.3 Commercial Space with Comfort Room	
		A.2.4 Commercial Space with Comfort Room	
		A.2.5 Commercial Space with Comfort Room	
	A.3	RELATED SPACES	
		Information Counter	2
		Employees Biometric Finger Scan Units for Timekeeping	
	A.4	ENTRANCE, EXIT, CIRCULATION AND OPEN SPACES	
		Main Entrance and Main Lobby	
		Hallways and Corridors	
		Service Elevators - 2	
		Service Stairs	
		PWD Ramp	
		Fire Exit Stairs	
	A.5	UTILITY FACILITIES	
		Male Restroom	
		Female Restroom	
		PWD Restroom	
		Janitorial Supplies Room with slop sink	

			Electrical Room	
			Electronics/Communications Terminal Room	
B.	SECOND FLOOR			
	B.1	OFFICES		
		B.1.1	Administrative Department Office	
			1.) Administrative Department Manager	1
			2.) Staff	1
			3.) Conference Room	
		B.1.3	Human Resource Management Division Office	
			1.) Division Manager	1
			2.) HRMD Personnel	10
			3.) Records and Files Room	
		B.1.4	General Services Division Office	
			1.) General Services Division Manager	1
			2.) GSD Personnel	7
			3.) Reproduction/Records Section	9
			3.1) Records and File Room	
			4.) Men's Locker Room	
			5.) Ladies' Locker Room	
			6.) Janitorial Supplies Storage	
		B.1.5	Procurement Division Office	
			1.) Procurement Division Manager	1
			2.) Procurement Division Personnel	6
			3.) Records and Files Room	
			4.) Conference Area	
			5.) Bids and Awards Committee (BAC)	
			5.1.) Secretariat	2
			5.2.) Waiting Lounge	
			5.3.) Bidding Conference Room – 30 persons	
			5.4.) Records and Files Room	
			5.5.) Committee Conference Room – 8 persons	
		B.1.6	Finance Department Office	
			1.) Finance Department Manager	1
			2.) Staff	1
			3.) Conference Room	
		B.1.7	Budget Division Office	
			1.) Budget Division Manager	1
			2.) Budget Division Personnel	4
			3.) Records and Files Room	
		B.1.8	Accounting Division Office	
			1.) Accounting Division Manager	1
			2.) Accounting Division Personnel	11
			3.) Records and files Storage	
		B.1.9	Billing and Collection Division Office	
			1.) Billing and Collection Division Manager	1
			2.) Billing and Collection Division Personnel	10
			3.) Vault	

		4.) Records and files Room	
	B.1.10	Treasury Division Office	
		1.) Treasury Division Manager	1
		2.) Treasury Division Personnel	8
		3.) Vault	
		4.) Records and Files Room	
	B.1.11	Business Division Office	
		1.) Business Division Manager	1
		2.) Business Division Personnel	8
		3.) Records and Files Room	
	B.1.12	Commission on Audit (COA) Office	
		1.) Resident Auditor	1
		2.) COA Personnel	4
		3.) Records and Files Room	
	B.2	RELATED SPACES	
		Information Counter	1
		Employees Biometric Finger Scan Units for Timekeeping	
	B.3	ENTRANCE, EXIT, CIRCULATION AND OPEN SPACES	
		Lobby	
		Hallways and Corridors	
		Service Elevators - 2	
		Service Stairs	
		Fire Exit Stairs	
	B.4	UTILITY FACILITIES	
		Male Restroom	
		Female Restroom	
		PWD Restroom	
		Janitorial Supplies Room with slop sink	
		Electrical Room	
		Electronics/Communication Terminal Room	
		Kitchen/Pantry with storage	
C.	THIRD FLOOR		
	C.1	OFFICES	
		C.1.1 Office of the General Manager/Executive Office	
		1.) General Manager Office w/ Walk-in Closet Toilet and Bath	1
		2.) GM's Staff	5
		3.) Waiting Lounge	
		4.) Records and Files Room	
		5.) Storage	
		C.1.2 Board of Directors	
		1.) Office of the Corporate Board Secretary	1
		2.) Staff Office	2
		3.) Records and Files Room	
		4.) Directors' Lounge	
		5.) Board of Directors Meeting Room - 13	
		4.1 Kitchen/Pantry	
		4.2 Men's Restroom	
		4.3 Ladies Restroom	

		4.4 Storage	
	C.1.3	Office of the Assistant General Manager	
		1.) Assistant General Manager	1
		2.) AGM Staff	6
		3.) Waiting Lunge	
		4.) Files and Storage Room	
		5.) Conference Room – 37 persons	
		5.1) Storage	
	C.1.4	Legal Office	
		1.) Legal Office Manager	1
		2.) Legal Office Staff	6
		3.) Waiting Lounge	
	C.1.5	Corporate Affairs Services Office	
		1.) Corporate Affairs Services Manager	1
		2.) Corporate Affairs Services Personnel	8
		3.) Waiting Lounge	
	C.1.6	Corporate Management Service Office	
		1.) Corporate Management Service Office Head	1
		2.) Corporate Management Service Office Staff	10
		3.) Computer System Central Server Room	
	C.1.7	Internal Audit Service Office	
		1.) IAS Head	1
		2.) Internal Audit Service Staff	9
		3.) Records and Files Room	
	C.1.8	Operations Department	
		1.) Operations Department Manager	1
		2.) Operations Department Staff	1
		3.) Library	
	C.1.9	Landside Operations Division Office	
		1.) Landside Operations Division Manager	1
		2.) Landside Operations Division Staff	12
		3.) Records and Files Room	
	C.1.10	Airside Operations Division Office	
		1.) Airside Operations Division Manager	1
		2.) Airside Operations Division Staff	15
		3.) Records and Files Room	
	C.1.11	Safety and Environment Management Services Office	
		1.) Safety & Environment Management Services Office Head	1
		2.) Staff	6
	C.2	RELATED SPACES	
		Training Room – 32 persons	
		Information Counter	1
		Employees Biometric finger Scan for Timekeeping	
	C.3	ENTRANCE, EXIT, CIRCULATION AND OPEN SPACES	
		Lobby	
		Hallways & Corridors	
		Service Elevators	
		Service Stairs	

		Fire Exit Stairs	
	C.4	UTILITY FACILITIES	
		Male Restroom	
		Female Restroom	
		PWD Restroom	
		Janitorial Supplies Room with slop sink	
		Electrical Room	
		Electronics/Communications Terminal Room	
		Kitchen/Pantry with Storage	
D.	ROOF DECK		
	D.1	COMMUNICATION AND UTILITY	
		Antenna Farm	
		Elevated Water Tank	

Section VII. Bidding Forms

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ELIGIBILITY DOCUMENTS SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

In connection with your Request for Expression of Interest dated [insert date] for [Title of Project], [Name of Consultant] 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 Consultant] is not blacklisted or barred from bidding by the GoP or any of its agencies, offices, corporations, LGUs, or autonomous regional government, including foreign government/foreign or international financing institution; and
- b) Each of the documents submitted herewith is an authentic copy of the original, complete, and all statements and information provided therein are true and correct.

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

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

Yours sincerely,

Signature
Name and Title of Authorized Signatory
Name of Consultant
Address

TECHNICAL PROPOSAL FORMS

Notes for Consultants

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

Cover Letter

Use TPF 1. Technical Proposal Submission Form.

Experience of the Firm

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

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

General approach and methodology, work and staffing schedule

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

If subcontracting is allowed, add the following: If the Consultant will engage a subconsultant for the portions of the Consulting Services allowed to be subcontracted, the Consultant shall indicate which portions of the Consulting Services will be subcontracted, identify the corresponding subconsultant, and include the legal eligibility documents of such subconsultant.

Curriculum Vitae (CV)

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

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

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

TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

TPF 2. 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:		N ^o of Staff:
Address:		N ^o of Staff-Months; Duration of Project:
Start Date (Month/Year):	Completion (Month/Year):	Date Approx. Value of Services (in Current US\$):
Name of Associated Consultants, if any:		N ^o 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: _____

TPF 3. COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE PROCURING ENTITY

On the Terms of Reference:

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

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

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

TPF 4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE PROJECT

TPF 5. TEAM COMPOSITION AND TASK

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
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.

--

TPF 6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Commitment:

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

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

Full name of staff member: _____
Full name of authorized representative: _____

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

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

NAME OF NOTARY PUBLIC

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

TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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: _____

TPF 8. 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	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. *Select one, delete the other:*

If a sole proprietorship: I am the sole proprietor or authorized representative of *[Name of Consultant]* with office address at *[address of Consultant]*;

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

2. *Select one, delete the other:*

If a sole proprietorship: As the owner and sole proprietor or authorized representative of *[Name of Consultant]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]**[insert "as shown in the attached duly notarized Special Power of Attorney" for authorized representative]*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. *[Name of Consultant]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Consultant]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Consultant]* complies with existing labor laws and standards; and
8. *[Name of Consultant]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

[Bidder's Representative/Authorized
Signatory]

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

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

NAME OF NOTARY PUBLIC

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

Bid-Securing Declaration

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

Invitation to Bid *[Insert reference number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

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

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ **until** _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

Doc. No. ____

Page No. ____

Book No. ____

Series of _____.

FINANCIAL PROPOSAL FORMS

Notes for Consultants

The following summarizes the content of the Financial Proposal.

Cover Letter

Use FPF 1. Financial Proposal Submission Form, which is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Consultants have:

5. followed the applicable rules and guidelines indicated in this ITB;
6. not taken any action which is or constitutes a corrupt, fraudulent, or coercive practice as defined in the applicable rules and guidelines; and
7. agrees to allow the Procuring Entity and the Funding Source, at their option, to inspect and audit all accounts, documents, and records relating to the its Bid and to the performance of the ensuing contract.

Costs of Consulting Services

Use FPF 2. Summary of Costs; FPF 3. Breakdown of Price per Activity; FPF 4. Breakdown of Remuneration per Activity; FPF 5. Reimbursables per Activity; and FPF 6. Miscellaneous Expenses.

FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

[Date]

[Name and address of the Procuring Entity]

Ladies/Gentlemen:

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

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

In accordance with **GCC** Clause 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:

FPF 2. SUMMARY OF COSTS

Costs	Currency(ies) ²	Amount in Philippine Peso
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		_____

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

FPF 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies) ³	Amount in Philippine Peso
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

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

FPF 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names	Position	Input ⁴	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

⁴ Staff months, days, or hours as appropriate.

FPF 5. 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 ⁵				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

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

FPF 6. MISCELLANEOUS EXPENSES

Activity
No. _____

Activity

Name:

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

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of Procuring Entity]* (hereinafter called the "Entity") and *[name and address of Consultant]* (hereinafter called the "Consultant").

WHEREAS, the Entity is desirous that the Consultant execute *[name and identification number of contract]* (hereinafter called "the Works") and the Entity has accepted the bid for *[insert the amount in specified currency in numbers and words]* by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Terms of Reference
 - (c) Request for Expression of Interest;
 - (d) Instructions to Bidders;
 - (e) Bid Data Sheet;
 - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (h) Eligibility requirements, documents and/or statements;
 - (i) Performance Security;
 - (j) Notice of Award of Contract and the Bidder's conforme thereto;
 - (k) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.

4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Binding Signature of Procuring Entity

Binding Signature of Consultant

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

Section VIII. Appendices

I. Description of Services

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

II. Reporting Requirements

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

III. Key Personnel and Subconsultants

List under:

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

IV. Breakdown of Contract Price

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

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

V. Services and Facilities Provided by the Client

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

VI. Consultant's Representations Regarding Costs and Charges

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

1. Review of Remuneration Rates

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

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

(i) Salary

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

(ii) Bonus

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

(iii) Social Costs

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

(iv) Cost of Leave

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

$$\text{Leave cost as percentage of salary}^6 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

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

(v) Overheads

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

(vi) Fee or Profit

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

(vii) Away from Headquarters Allowance or Premium

Some consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and

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

shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) Subsistence Allowances

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

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

2. Reimbursables

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

3. Bank Guarantee

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

VII. BREAKDOWN OF AGREED FIXED RATES⁷

[Currencies: _____⁸]

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate ⁹	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__% of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__% of 1)
Philippines									
Home Office									

Signature of Consultant: _____

Date: _____

Authorized Representative: _____

Name: _____

Title: _____

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

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

⁹ Per month, day, or hour as appropriate.

