Republic of the Philippines
PHILIPPINE ECONOMIC ZONE AUTHORITY
8F Double Dragon Center West Building, D. Macapagal Avenue, Pasay City

# TERMS OF REFERENCE

# PROPOSED PEZA BUSINESS AND INVESTMENT CENTER OFFICE FIT-OUT WORKS

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## Table of Contents


I. PROJECT DESCRIPTION ..... 1
II. GENERAL BACKGROUND ..... 1
III. PROJECT OBJECTIVE ..... 1
IV. GUIDELINES FOR THE TERMS OF REFERENCE ..... 1
V. GENERAL SCOPE OF SERVICES ..... 2
VI. RESPONSIBILITIES OF THE CONTRACTOR ..... 4
VII. DURATION OF THE CONTRACT ..... 7
VIII. CONTRACTOR/S REQUIREMENTS ..... 7
IX. MINIMUM KEY PERSONNEL REQUIREMENTS ..... 8
X. MINIMUM EQUIPMENT REQUIREMENT ..... 9
XI. DELIVERABLES AND TIMELINE ..... 9
XII. DETAILED SCOPE OF WORKS ..... 11
XIII. APPROVED BUDGET FOR THE CONTRACT (ABC) AND TERMS OF PAYMENT ..... 22
XIV. PROJECT COST ESTIMATES ..... 23
XV. VARIATION ORDER ..... 25
XVI. REQUIRED SUBMITTALS ..... 26
XVII. PROVISIONS FOR STORAGE AND MATERIAL HANDLING ..... 27
XVIII. CLEARING OF THE SITE ..... 27
XIX. CONFIDENTIALITY OF DATA AND INFORMATION ..... 28
XX. INDEPENDENT CONTRACTOR ..... 28
XXI. INDEMNIFICATION ..... 28
XXII. SUSPENSION AND TERMINATION OF AGREEMENT ..... 28
XXIII. LIQUIDATED DAMAGES ..... 28
XXIV. WARRANTIES OF THE CONTRACTOR ..... 29
XXV. PROJECT ACCEPTANCE ..... 29
XXVI. CONFLICT OF INTEREST ..... 29

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## I. PROJECT DESCRIPTION

| | |
|---|---|
| **Project Title** | **Proposed PEZA Business and Investment Center Office Fit-Out Works** |
| **Location** | **Roxas Boulevard corner San Luis Street, Pasay City** |
| **Approved Budget for the Contract (ABC)** | **Php 445,580,000.00** |
| **Project Duration** | **240 Calendar Days** |

## II. GENERAL BACKGROUND

Philippine Economic Zone Authority (PEZA) is embarking on the development of a state-of-the-art 13-storey Business and Investment Center. The proposed PEZA Business and Investment Center (BIC) is envisioned to cater to the needs of agencies, valued customers, and other stakeholders. It shall serve as an industry excellence center and a model of sustainable development in the heart of Pasay City.

Currently, the construction of the “shell and core” PEZA BIC facility is now nearing its completion, thus PEZA is seeking for a General Contractor that would continue the construction services of the upcoming Fit-Out works that would commence in April 2025 or earlier.

## III. PROJECT OBJECTIVE

The primary objective of the project is to build a sustainable environment and energy-efficient facility to comply with **Leadership in Energy and Environmental Design** (**LEED) GOLD CERTIFICATION** under the US Green Building Council.

In pursuit of the objective, PEZA is looking for a General Contractor that has adequate technical and professional experiences with projects on building office Fit-Out works with LEED certified experience particularly on LEED ID+C for the Proposed PEZA BIC Office Fit-Out project.

## IV. GUIDELINES FOR THE TERMS OF REFERENCE

This Terms of Reference (TOR) has been compiled by the Philippine Economic Zone Authority (PEZA) solely for use by a prospective General Contractor in the Office Fit-Out works, including but not limited to, Civil and Architectural finishes, Interior Design finishes, Mechanical System, Electrical System, Auxiliary System, Fire Detection and Alarm System, Fire Protection System, and Plumbing/Sanitary System, and Building Management System of Philippine Economic Zone Authority (PEZA) Business and Investment Center (BIC), as well as Supply and Installation of Office Furniture, System Furniture, and Furnishings to comply with PEZA’s requirements for the aforementioned project, at the most feasible, possible time and within the indicated budget.

# TERMS OF REFERENCE

## PROPOSED PEZA BUSINESS AND INVESTMENT CENTER OFFICE FIT-OUT WORKS

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The General Contractor must, whether or not it is specifically referred to in the Conditions of Contract and/or TOR, shall provide all equipment, temporary facilities, labor, materials, tools, works, skills, expertise, services and transport necessary:

1. To perform all indicated in the detailed engineering design drawings or for construction drawings, bill of quantities, cost estimates, inspection testing and commissioning plan; and

2. For the safe, convenient, reliable, efficient and satisfactory completion and operation of the Works in accordance with the Terms of Reference.

3. The General Contractor is responsible for the overall functionality of the Works and the coordination of all other interfaces arising from the Works. The General Contractor must perform the Works in a profession, timely, safe, and environmentally responsible manner.

## V. GENERAL SCOPE OF SERVICES

The guidelines for the procurement and implementation of contracts for the infrastructure projects shall be govern the 2016 Revised Implementing Rules and Regulations of Republic Act (RA) 9184, as of July 19, 2024, otherwise known as the "Government Procurement Reform Act".

For this purpose, contracts similar to the Project refer to contracts that have the same major categories of work, which shall be:

| SCOPE OF WORKS | DESCRIPTION |
|---|---|
| 1. General Requirements | 1.1. Mobilization / Demobilization<br>1.2. Temporary Facilities<br>1.3. Construction Safety and Health Program<br>1.4. Other General Requirements (Permits, Licenses and Clearances)<br>1.5. Project Billboard/ COA Billboard |
| 2. Architectural/ Interior Finishes Works | 2.1. Architectural finishes<br>2.2. Interior Design finishes<br>2.3. Doors and Hardwares<br>2.4. Cabinetries and Joineries |
| 3. Mechanical Works | 3.1. Ventilation Works<br>3.2. Relocation of Fan Coil Unit (FCU)<br>3.3. Additional Fan Coil Unit (FCU) and Precision Air Conditioning Unit (PACU)<br>3.4. Supply and Installation of Air Purifier<br>3.5. Testing and Commissioning of Mechanical System |
| 4. Electrical Works | 4.1. Installation of Electrical Rough - ins as per |

# TERMS OF REFERENCE

## PROPOSED PEZA BUSINESS AND INVESTMENT CENTER OFFICE FIT-OUT WORKS

| | |
|---|---|
| | plan requirement and specifications<br>4.2. Installation of Electrical Wiring and Conductors as per plan requirement and specifications<br>4.3. Installation of Circuit Protection (Panel Board and Breakers) as per plan requirement and specifications<br>4.4. Installation of Electrical Devices, Lighting Fixtures and Switches as per plan requirement and specifications<br>4.5. Testing and Commissioning of Electrical System |
| 5. Electronics Works | 5.1. Structure Cabling (Roughing-ins only) - Installation of Electronics Rough - ins as per plan requirement and specifications<br>5.2. CCTV and Security - Supply and Installation of CCTV system, including materials, equipment, and all other associated components to complete the system<br>5.3. Public Address - Supply and Installation of Public Address System including materials, equipment, and all other associated components to complete the system<br>5.4. Fire Detection and Alarm System - Installation of FDAS Rough-ins, Wiring and Conductors, Devices and Panel as per plan requirement and specifications<br>5.5 Testing and Commissioning of CCTV/Security System/ Public Address/ FDAS |
| 6. Plumbing/Sanitary Works | 6.1. Installation of Water Supply Lines including Toilet Fixtures, Complete with Necessary Accessories<br>6.2. Installation of Sewer and Vent Lines, Complete with Necessary Accessories<br>6.3. Installation of Condensate Drainpipes with Necessary Accessories<br>6.4. Installation of Sewer, Vent Lines, & Drain Complete with Necessary Accessories for the Additional Shower Rooms<br>6.5. Testing and Commissioning of Plumbing and Sanitary System |
| 7. Fire Protection Works | 7.1. Supply and Installation of New Sprinkler Heads<br>7.2. Supply and Installation of Gas Suppression System<br>7.3. Testing and Commissioning of Fire Protection and Suppression System |

# TERMS OF REFERENCE

## PROPOSED PEZA BUSINESS AND INVESTMENT CENTER OFFICE FIT-OUT WORKS

| | |
|---|---|
| 8. System and Loose Furniture | 8.1 Supply, fabrication, delivery and installation of new system and loose furniture, including joineries and cabinetries. |
| 9. Move Management | 9.1. Relocation or transfer of existing office furniture (office tables, chairs, conference tables, file cabinets, cabinets, mobile pedestals, etc.) and furnishings (artworks, displays, marketing boards, live and artificial plants) from current PEZA office to PEZA BIC building office<br>9.2. Provision of boxes for hard copies files and/or documents, including but not limited to, transfer to PEZA BIC building office |
| 10. Design and Build of Building Maintenance System (BMS) | 10.1. Design and Build of Building Management System (BMS)<br>10.2. Testing and Commissioning of Building Maintenance System |

**Other scope of works that will be part of the contract:**

1. Integrating the compliance with the criteria and relevant standards set forth in attaining the **LEED ID+C GOLD Certification**, thus coordinating with PEZA's third party LEED Consultant is a must by the General Contractor.

2. The General Contractor must follow strictly the guidelines, criteria, and relevant standards in compliance to LEED certification.

## VI. RESPONSIBILITIES OF THE CONTRACTOR

1. The General Contractor shall undertake all works necessary for the Construction of the Fit-Out project and other Works-to-Complete within the bounds of the approved project construction schedule upon receipt of Notice to Proceed.

2. The General Contractor shall secure all clearances and permits necessary for the completion of the Project on its own account and expense.

3. The General Contractor shall thoroughly read and examined carefully and shall understood fully all the bid documents and their bid will be in accordance therewith.

4. The General Contractor shall verify existing drawings/plans, Bill of Quantities (BOQ), and Technical Specifications that were the bases for the Fit-Out Construction and make sure that all works conform with regulatory requirements.

5. The General Contractor shall have visited and inspected the Site of Works and its surroundings and satisfied themselves as to all matters pertaining to the project, including the location and the nature of the work; climatic conditions; the nature and

condition of the site; transportation and communication facilities; the requirement and the availability of materials, labor, water, electric power and roads; the locations and extent of aggregate sources, and other factors that may affect the cost, duration and execution of the work; that he has determined the general characteristics of the project and the conditions indicated above.

6. With respect to the office Fit-Out construction works of the office levels, the materials and its specifications, shall conform to the standards set by, whichever is applicable or as a whole.

    i. National Building Code of the Philippines (NBCP)
    ii. Philippine Green Building Code (PGBC)
    iii. Accessibility Law
    iv. Fire Code of the Philippines (FCP)
    v. Philippine Mechanical, Electrical and Electronics Codes

7. The work covered under this contract consists of the furnishing all materials, labor, equipment, transportation, incidentals, facilities, and superintendence necessary to complete the project.

8. The General Contractor shall be responsible for carefully examining, comparing and verifying the data furnished by the plans and specifications, the General Contractor shall submit the matter to PEZA through their Project Management Consultant for the proper explanation or necessary correction, before any adjustment shall be made. Any adjustment made by the General Contractor without such determination shall be at their risk and expense.

9. Omitted or wrongly described details of work, which are manifestly necessary to carry out the true intent of the drawings and specifications, shall be performed as if fully and correctly set forth and described in the drawings and specifications.

10. PEZA through their Design and Project Management Consultant may, make changes, if necessary, in the specifications and construction drawings. However, if the cost to the General Contractor shall be materially increased by such change, the PEZA shall pay the General Contractor for the reasonable cost in accordance with the changes.

11. The General Contractor shall comply with the laws, City or Municipal Ordinances and all government specifications and regulations in so far as they are binding upon or affecting the portion the work hereto. The General Contractor shall obtain all necessary licenses and permits and pay all taxes or fees, which may be encountered in connection with the prosecution of the work. They shall also be responsible for all damages to persons or property that may occur.

12. Unless otherwise specified, all materials shall be new and free from defects and imperfection. The quality of materials shall be of the best grade of their respective kinds for the purpose. The work shall be performed in the best and acceptable manner in strict accordance with the requirements of the plans and specifications. Preference will be given to articles or materials that are locally manufactured, conditions of quality and price being equal.

13. When called for, the General Contractor shall furnish, for approval, full information and satisfactory evidence as to the kind and quality of materials or articles to be incorporate in the work. The General Contractor shall furnish, for PEZA's approval, all samples when so directed.

14. The work shall be in accordance with approved samples. Materials and articles installed or used without such approval shall be at the risk of subsequent rejection. Any failure on the part of the General Contractor to conform use materials that are not specified herein shall be under subsequent rejection, unless subject for approval.

15. Any alteration or revision of material usage without approval from PEZA or its Design and Project Management Consultant shall make the General Contractor responsible and liable in terms of guarantee, workmanship and defects.

16. Workmanship shall be in accordance with the best standard practices and all operations required under any and all parts of the Specification shall be undertaken in a neat, workman-like manner. Only skilled personnel with sufficient experience in similar operations shall be allowed to undertake the same.

17. Any alteration or revision on the execution of drawings without approval from PEZA or its Design and Project Management Consultant shall be under subsequent rejection and shall make the General Contractor responsible and liable for any workmanship and execution defects.

18. Defective workmanship shall be remedied by the General Contractor, at their expense. They shall not be entitled to any payment hereunder until defective workmanship has been remedied.

19. The General Contractor shall provide and maintain adequate weather-tight facilities with water, light, and toilet facilities and shall keep such places clean. They shall remove all connections and appliances connected there with prior to the completion of the Contract and leave the premises perfectly clean.

20. The General Contractor shall furnish all temporary water, lights and power and shall pay all expenses in connection therewith. Furthermore, the General Contractor shall provide and pay for all water expenses for construction works purposes that are required by all trades.

21. The General Contractor shall put up safety measures and continuously maintain adequate protection of all his work from damage and shall protect the property. They shall make good any such damage, injury or loss.

22. Upon Project Completion and Acceptance, in accordance with the terms and conditions set forth herein as well as in the General Conditions of Contracts and Special Conditions of Contracts, the General Contractor shall turnover the completed project to the procuring entity’s representative or Project Management consultant for proper documentations.

# TERMS OF REFERENCE

# PROPOSED PEZA BUSINESS AND INVESTMENT CENTER OFFICE FIT-OUT WORKS

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## VII. DURATION OF THE CONTRACT

The Construction Works will cover **Two Hundred Forty Hundred (240) Calendar Days** or **Eight (8) Months** starting from receipt of the Notice to Proceed (NTP). The Contract time by stage is as follows:

| | | |
|---|---|---|
| 1 | Building Permit and Ancillary Application/FSEC/DOLE-CHSP/Other required Permits/ Licenses | Thirty (30) Calendar Days |
| 2 | Construction Stage | One Hundred Eighty (180) Calendar Days |
| 3 | Occupancy Permit and PTO Application/FSIC/Move Management/Operation and Maintenance Training for PEZA personnel/ Testing and Commissioning of equipment | Thirty (30) Calendar Days |
| | **Total Contract Time** | **240 Calendar Days** |

## VIII. CONTRACTOR/S REQUIREMENTS

A local Construction Firm with experience in the construction of fit-out works particularly on office spaces with the following minimum qualifications:

1. Must be operational and engaged as a construction firm and have competence and meaningful experience of at least ten (10) years in General Engineering and/or Building Construction;
2. Must have satisfactorily completed a contract for a similar project with magnitude and complexity at least equivalent to the proposed project which shall be:
    a. Interior Fit-Out, including Architectural, Mechanical, Electrical, Fire Suppression/Protection, and Plumbing/Sanitary works; and
    b. Building Management System.
3. Must have previously completed at least one (1) Building Management System project;
4. Must have at least one (1) LEED Green Building Professional;
5. Philippine Contractors Accreditation Board (PCAB) should be License Category AAA Size Range Large B;
6. Must have an ISO 9001 certification (Quality Management System) and ISO 45001 certification (Occupational health and safety management systems);
7. The contractor/s must likewise pass eligibility requirements under Section 23 of Republic Act 9184, otherwise known as the Government Procurement Reform Act and its Revised Implementing Rules and Regulations (IRR);
8. Not blacklisted by the Government Procurement Policy Board (GPPB), pertinent government agencies, or regulatory bodies

# TERMS OF REFERENCE

# PROPOSED PEZA BUSINESS AND INVESTMENT CENTER OFFICE FIT-OUT WORKS

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## IX. MINIMUM KEY PERSONNEL REQUIREMENTS

The minimum relevant work experience requirements for key personnel are the following:

| Key Personnel | License/ Certification Required | General Experience in General Building/ Engineering | Minimum Relative Experience in High Rise Building Fit-out Works/ Construction |
|---|---|---|---|
| One (1) Project Manager | Licensed Civil Engineer/ Architect | 10 years | 10 years |
| One (1) Project Engineer | Licensed Civil Engineer | 5 years | 5 years |
| *Field Architect/Engineers* | | | |
| One (1) Architect | Licensed Architect | 5 years | 3 years |
| One (1) Civil Engineer | Licensed Civil Engineer | 5 years | 3 years |
| One (1) Electrical Engineer | Registered Electrical Engineer | 5 years | 3 years |
| One (1) Mechanical Engineer | Registered Mechanical Engineer | 5 years | 3 years |
| One (1) Electronics Engineer | Registered Electronics Engineer | 5 years | 3 years |
| One (1) Quantity Surveyor | Licensed Civil Engineer/ Architect | 5 years | 3 years |
| One (1) Safety Officer 2 | DOLE registered practitioner | 5 years | 3 years |
| One (1) Construction Foreman | TESDA Certificate | 5 years | 3 years |
| One (1) Master Electrician | Registered Master Electrician | 5 years | 3 years |
| One (1) Master Plumber | Registered Master Plumber | 5 years | 3 years |
| One (1) LEED Professional (GA) | Certified LEED professional practitioner | 5 years | 3 years |

The Contractor/s shall provide additional personnel as may be required and pertinent to the accomplishment of the project in its entirety at no additional cost to the Procuring Entity (PE).

The Contractor/s shall likewise provide copies of the Professional Regulation Commission (PRC) License/ required certifications and credentials of their personnel. In the event any employee resigns, is discharge or withdrawn, the Contractor/s shall

provide suitable personnel of equivalent or better qualification acceptable to the PE.

## X. MINIMUM EQUIPMENT REQUIREMENT

The minimum major equipment requirements are the following (Owned or Lease):

| Description | Owned | Lease |
|---|---|---|
| Automatic edge banding machine | 1 | 1 |
| CNC Router machine | 1 | 1 |
| Multi boring machine | 1 | 1 |
| Beam saw with scouring | 1 | 1 |
| Air Compressor | 3 | 3 |
| Electric Drill | 3 | 3 |
| Electric Jigsaw | 3 | 3 |
| Cut-Off Grinder | 3 | 3 |
| Pressure Washer | 3 | 3 |
| Heat Gun | 3 | 3 |
| Fusion Machine | 3 | 3 |
| Service Vehicle | 1 | 1 |
| Elf Truck | 1 | 1 |

## XI. DELIVERABLES AND TIMELINE

The General Contractor is required to complete the Project within Two Hundred Forty (240) calendar days as shown below, reckoned upon confirmation or receipt of Notice of Proceed. The proposed timeline below may vary depending on actual site conditions or unforeseen situations that may arise during the implementation stage.

| DELIVERABLES | TIMELINE |
|---|---|
| **1. PRE-CONSTRUCTION STAGE** | **30 days** |
| 1.1 Permits<br>• Building Permit and Ancillary Permit Application<br>• FSEC & DOLE-CHSP<br>• Other required Permits & Licenses | |
| **2. CONSTRUCTION STAGE** | **180 days** |
| 2.1 Fit-out Works / Construction<br>*2.1.1 Architectural Works*<br>• Floor Finishes - Tiling works | |

| | |
|---|---|
| • Wall Partitions - Drywall and CHB<br>• Wall Finishes - Painting works<br>• Ceiling Finishes<br>• Doors & Hardware<br>• Cabinetries & Joineries<br>• System & Loose Furniture<br><br>*2.2.2 Electrical Works including FDAS*<br>• Installation of Electrical Rough-ins, Wiring and Conductors<br>• Installation of Circuit Protection (Panel Board and Breakers)<br>• Installation of Electrical Devices, Lighting Fixtures and Switches.<br><br>*2.2.3 Mechanical Works*<br>• Ventilation Works<br>• Air Conditioning Works<br>• Supply of Air Purifier<br><br>*2.2.4 Sanitary & Plumbing Works*<br>• Installation of Water Supply Lines including toilet Fixture.<br>• Installation of Sewer and Vent Lines, Complete with Necessary Accessories.<br>• Installation of Condensate Drain Pipes with Necessary Accessories.<br><br>*2.2.5. Fire Protection Works*<br>• Adjustment and Replacement of Sprinkler Heads form Pendent to Upright.<br>• Supply and Installation of Gas Suppression System<br><br>*2.2.6 Building Maintenance System Works.*<br>• Design and Build of Building Management System (BMS)<br><br>*2.2.7 Fire Detection and Alarm System*<br>• Installation of FDAS Rough – ins, wiring and Conductors<br>• Installation of FDAS Devices and Panel | |

| | |
|---|---|
| *2.2.8 Close Circuit Television (CCTV)/ Security System*<br>• Supply and Installation of CCTV System including all devices and Monitoring System<br><br>*2.2.9 Public Address System Works*<br>• Supply and Installation of Public Address System including all devices and Monitoring System<br><br>*2.2.10 System & Loose Furniture*<br>• *Supply, fabrication, delivery and installation of system Furniture*<br>• *Supply, fabrication, delivery and installation of loose furniture, including joineries and cabinetries.*<br><br>*2.2.11 Punchlist & Rectification* | |
| **3. POST CONSTRUCTION STAGE** | **30 days** |
| 3.1 Occupancy Permit and PTO Application<br>3.2 FSIC<br>3.3 Move Management<br>3.4 Operation and Maintenance Training for PEZA personnel<br>3.5 Testing and Commissioning of equipment<br>3.6 Turnover of the reportorial documents and all other reports and documents that may be required by the PEZA. | |

## XII. DETAILED SCOPE OF WORKS

### 1. General Requirements

*1.1 Mobilization/Demobilization*

1.1.1 The General Contractor shall mobilize all the required project team personnel, equipment, tools and manpower with the required skills and in sufficient number as may be necessary for his efficient undertaking of the project.

1.1.2 All materials and plant equipment should be delivered to site and stored in a secure place, in a manner acceptable to owner.

1.1.3 All other necessary resources to complete the works.

*1.2 Temporary Structures and Facilities*

1.2.1 Field Site Offices and Conference Room, on-site, with capacity of 20 pax meeting/conference room, and safety clinic, all fully air-conditioned, for General Contractor, third-party project management team, and Owner's Representatives staff.

1.2.2 Office Supplies, including usage of third-party PM and PEZA representatives.

1.2.3 Office Furniture and Appliances, including for site office and staff house for third-party PM and PEZA representatives.

1.2.4 Office Equipment, (including third party PM and PEZA representative) desktop computers with UPS, steel filing cabinets, A4/A3 printer/copier/scanner, binding equipment; four (4)-unit laptop, 14" OLED Display, with 32gb RAM, 1 TB storage memory, SSD, i9 processor latest generation, Windows 11 operating system.

1.2.5 Staff house, on-site/off-site, fully air-conditioned, including necessary appliances, furniture and furnishings, for General Contractor's staff, third-party project management team, and Owner's Representatives.

1.2.6 Service Vehicles, seven (7) seater, one (1) unit for third-party PM, and one (1) unit for PEZA, including operational and maintenance costs, inclusive of driver.

1.2.7 Mobile Phones, Eight (8) units, iOS with high-definition camera feature, 256g memory, 16g RAM, with 500 monthly load monthly allowance.

1.2.8 WIFI Connectivity, minimum of 100mbps, separate for each site offices (Contractor, third-party PM, and PEZA).

1.2.9 Toilets, Baths and Urinals, on-site, for all project staff, separate for workers and other key personnel, separate for male and female.

1.2.10 Workers' Quarters/Barracks, off-site, more or less 150 workers capacity, including bed frames, and proper ventilations.

1.2.11 Warehouse, on-site, for General Contractor's storage of materials, tools, and light equipment.

1.2.12 Septic Tank, for on-site temporary toilets & baths, including regular maintenance.

*1.3 Construction Safety and Health Program*

1.3.1 The General Contractor, prior or upon their mobilization, must submit their Construction Safety and Health Program (CHSP) with DOLE approval.

1.3.2 The General Contractor shall submit copies of submitted reports to DOLE of the following reports:

1.3.2.1 Employer's Work Accident/Injury Report (WAIR) for work related cases resulting to disabling injuries/conditions

1.3.2.2 Annual Work Accident/Injury Exposure Data Report (AEDR) to be submitted with or without accident cases

1.3.2.3 Annual Medical Report (AMR)

1.3.2.4 OSH Committee Report

1.3.3 Personnel Protective Equipment (PPE), as per DOLE approved materials and specifications, for all project staff, workers, and visitors.

1.3.4 Medicines and First-Aid Kit, including minimum or light medical apparatus or equipment, as per DOLE requirement for construction sites.

1.3.5 All necessary safety tools and equipment.

1.3.6 Fire extinguishers inclusive of proper stand or hook, 10 pounds (10 lbs) to be stored in every temporary facility, and within the site premises, and specific workstations as necessary.

1.3.7 Safety signages, visible and place within the site premises, specific workstations, site perimeter, and public roads shall be provided as required for the safe and efficient operation of the Works.

1.3.8 All other safety and health requirements that are deemed necessary for the safe execution of the Works.

*1.4 Permits, Licenses, and Tax*

1.4.1 All necessary permits, licenses and other pertinent documents, required for the construction of the Works shall be secured by the General Contractor. The General Contractor shall cover and all expenses necessary and incidental for the project and shall be able to secure the necessary permits for the project.

1.4.2 The General Contractor shall comply with the laws, Pasay City Ordinances and all local and/or national government specifications and regulations in so far as they are binding upon or affecting the portion the work hereto. The General Contractor shall pay all necessary or if necessary, taxes or fees, which may be encountered in connection with the prosecution of the work.

1.4.3 The General Contractor shall obtain and pay the corresponding fees for all necessary approvals, permits, certificates and clearances, such as:

1.4.3.1 Building Permit and other Ancillary Permits

1.4.3.2 Fire Safety Evaluation Clearance

1.4.3.3 Fire Safety Inspection Certificate

1.4.3.4 Certificate of Occupancy and Permit-to-Operate

*1.5 Project Billboard / COA Billboard*

1.5.1 One (1) for the Project Billboard, and One (1) for the Commission on Audit (COA) Billboard, must be done immediately and posted, and should be visible to public, upon receipt of Notice to Proceed.

**2. Fit-Out Works**

*2.1 Architectural and Interior Design Finishes*

2.1.1 Supply and Installation of Floor Finishes.

2.1.2 Supply and Installation of Wall Finishes including Accent Wall.

2.1.3 Supply and installation of Drywall Partitions.

2.1.4 Supply and Installation of False Ceiling including Ceiling Baffles.

2.1.5 Supply and Application of Paint including consumables.

2.1.6 Supply, fabrication, and Installation of Joineries/Cabinetries.

2.1.7 Supply, fabrication, and installation of Panel Doors and Jambs including its Hardware and accessories.

2.1.8 Supply and Installation of Glass Wall Panel and Doors including accessories and hardware.

*2.2 Mechanical System*

2.2.1 Roughing-Ins

2.2.2 Relocation of existing/installed fan coil unit (FCU) including relocation or installation of refrigerant pipe and its necessary accessories.

2.2.3 Supply and installation of new fan coil unit (FCU) including installation of refrigerant pipe and its necessary accessories.

2.2.4 Supply and installation of Exhaust Air Duct and its accessories.

2.2.5 Supply and installation of Exhaust Grilles and its accessories.

2.2.6 Supply and installation of Air Purifier.

2.2.7 Other related works called for or stated in the drawings and details to complete the works for Mechanical System.

*2.3 Electrical System*

2.3.1 Roughing-Ins

2.3.2 Supply and installation of materials, accessories, fixtures,

and/or equipment for power supply system.

2.3.3 Supply and installation of materials, accessories, fixtures, and/or equipment for lighting system.

2.3.4 Relocation and/or dismantling, re-installation of electric panels including its accessories and fixtures, including but not limited to provision of labor, tools and equipment, and other consumable materials to complete the works.

2.3.5 Supply and Installation of Upgraded Plug-ins and related panels to complete the works for electrical system.

2.3.6 Other related works called for or stated in the drawings and details to complete the works for Electrical System.

*2.4 Electronics System*

2.4.1 Roughing-ins for Fire Detection and Alarm System (FDAS).

2.4.2 Roughing-ins (pipe only) for Structured Cabling System (for PEZA IT/MIS).

2.4.3 Supply and installation of materials, accessories, fixtures, and/or equipment for Fire Detection and Alarm System.

2.4.4 Other related works called for or stated in the drawings and details to complete the works for Auxiliary System.

*2.5 Fire Protection System*

2.5.1 Dismantling of existing droppings.

2.5.2 Relocation and installation of upright sprinklers including pipe and other necessary or required fittings and accessories.

2.5.3 Supply and installation of Clean Agent Gas Suppression System.

2.5.4 Supply and installation of standard portable fire extinguishers (10 lbs) with proper rigid metal stand or hook if mounted on the wall.

2.5.5 Relocation or transfer including but not limited to re-installation of existing FM200 fire extinguisher or fire suppression equipment to its new designated location as specified in the drawing in PEZA BIC building office.

2.5.6 Other related works called for or stated in the drawings and details to complete the works for Fire Protection System.

*2.6 Plumbing and Sanitary System*

2.6.1 Roughing-ins

2.6.2 Supply and installation of soil pipe and venting system for pantry areas.

2.6.3 Supply and installation of sanitary sewer – soil pipe, waste pipe, and stack pipe, and vent system for additional toilet.

2.6.4 Supply and installation of waterline system for pantry areas and additional toilet.

2.6.5 Supply and installation of plumbing and bathroom fixtures and its accessories, kitchen fixtures and its accessories on every floor level shared pantry location.

2.6.6 Other related works called for or stated in the drawings and details to complete the works for Plumbing and Sanitary System.

*2.7 Close Circuit Television (CCTV) System or Security System*

2.7.1 Roughing-ins

2.7.2 Supply and installation of wiring and/or structured cabling system.

2.7.3 Supply and installation of IP-CCTV system, including but not limited to, establishing minimum standards of performance, function, and quality to provide complete security or CCTV system.

2.7.4 Technical specifications of the following item to be supplied and/or installed shall follow the Approved Technical Specifications of CCTV or security system requirements supplied or installed on the common areas of the Base Building:

2.7.4.1 Camera, 4K resolution

2.7.4.2 Network Video Recorder (NVR)

2.7.4.3 NVR server and client software

2.7.4.4 Network/Active Devices (Switch)

2.7.4.5 LED/LFD Display (Large Format Display)

2.7.4.6 Network Attached Storage (NAS)

2.7.4.7 Un-interruptible Power Supply (UPS)

2.7.5 All materials and equipment to be furnished shall be the standard products of a manufacturer regularly engaged in the production of such equipment and shall be listed by Underwriter's Laboratories, Inc., CE, or shall be in conformance in the established standards, and made by an ISO Certified Manufacturer.

2.7.6 Provide warranty period of three (3) years, including quarterly preventive maintenance service for the duration of the warranty period, reckoned upon completion of the system set-up, on all supplied materials, equipment, and all other associated components of the CCTV system

2.7.7 Provide 24x7 technical support with twenty-four (24) hour response time upon receipt of call, for troubleshooting purposes.

*2.8 Public Address System*

2.8.1 Roughing-ins

2.8.2 Supply and installation of wiring and/or cabling system.

2.8.3 Supply and installation of Public Address System, including but not limited to, provision to perform the following functions:

2.8.3.1 Distribute paging system or announcement that is selectable per zone from the paging microphones. Each floor is treated as a single zone.

2.8.3.2 Distribute background music to any combination or individual speaker, either in a single or multiple channel that could be selected locally.

2.8.3.3 Override distributed background music to some areas with the public address and emergency announcement and automatically return to the background music after the announcement.

2.8.3.4 Distribute program material from a radio tuner as part of the multiple channel distribution to selected areas only.

2.8.3.5 Permit distribution of an emergency announcement to select all zones regardless of the volume controller, program selector or source selected settings.

2.8.3.6 Sound pressure level of music shall be 6dB above background noise level and paging system shall be 10dB above background noise level.

2.8.4 Any equipment and/or components not specifically mentioned in the specifications or not shown on the Contract Drawings but deemed necessary to complete the system works and/or for the satisfactory operation of the system shall be provided, and shall be included on the bid price.

2.8.5 All major equipment and materials to be used for the installation shall be of the same make and type to ensure uniformly of

standard and composition. All equipment and/or components shall be new and the manufacturer's current model.

2.8.6 All materials, appliances, equipment, and devices shall be tested, used and listed by Underwriters Laboratory (UL).

2.8.7 All equipment shall be mounted on standard equipment racks.

2.8.8 Provide warranty period of three (3) years, including quarterly preventive maintenance service for the duration of the warranty period, reckoned upon completion of the system set-up, on all supplied materials, equipment, and all other associated components of the Public Address System.

*2.9 Design and Build of Building Maintenance System*

2.9.1 Provision of complete Design of Building Maintenance System, including but not limited to, providing technical specifications of all materials, equipment, and all associated components to complete the system.

2.9.2 Roughing-ins

2.9.3 Supply and installation of wiring and/or cabling system.

2.9.4 Supply and installation of materials, equipment, and all associated components, including but not limited to, supply of labor, used of necessary tools and equipment, miscellaneous and consumable materials to complete the system.

2.9.5 Integrating on the design of building management system the following system components of the building:

2.9.5.1 VRF Centralized Controller

2.9.5.2 Fan Coil Units (FCU)

2.9.5.3 Precision Air Conditioning Unit (PACU)

2.9.5.4 Fans, as indicated in the BMS Points List on drawings

2.9.5.5 Power transformer

2.9.5.6 LVSG

2.9.5.7 Automatic Transfer Switch

2.9.5.8 Generator Switch

2.9.5.9 Elevator

2.9.5.10 Lighting Control

2.9.5.11 Water Leak Detection System

2.9.5.12 Aspiration Type Smoke Detection System

2.9.5.13 Fire detection and alarm system (FDAS)

2.9.5.14 Fire and jockey pumps

2.9.5.15 Plumbing CPS and transfer pump

2.9.5.16 Water Tanks (Potable and Non-Potable)

2.9.6 Develops points list to identify all the inputs and outputs, both digital and analog, that the Building Management System will monitor or control.

2.9.7 Provide Integration Plan

2.9.7.1 Interface with Equipment – confirm communication compatibility with existing system

2.9.7.2 Test Communication Protocols – verify data exchange between devices and the Building Maintenance System

2.9.7.3 Commission the System – ensure all systems are functioning as expected by conducting performance tests.

2.9.8 Provide Typical System Architecture diagram – field, automation, and management

2.9.9 Provision of two (2) sets of operations and manuals, including system operator and providing actual trainings with PEZA designated personnel for the period of one (1) month or thirty (30) days upon completion of the system set-up of the building maintenance system.

2.9.10 System test proving for the period of ninety (90) days, including but not limited to, necessary operation and maintenance, and system operator, reckoned upon completion of the system set-up.

2.9.11 Provide warranty period of on three (3) years, including quarterly preventive maintenance service for the duration of the warranty period, reckoned upon completion of the system set-up, on all supplied materials, equipment, and all other associated components of the set-up building management system

2.9.12 Provide 24x7 technical support with twenty-four (24) hour response time upon receipt of call, for troubleshooting purposes.

*2.10 Office Furniture and Furnishings*

2.10.1 Supply, fabrication, and installation of system furniture (workstations)

2.10.2 Supply and installation of new office furniture and furnishings, such as:

2.10.2.1 Managers table

2.10.2.2 Executive chairs

2.10.2.3 Task chairs

2.10.2.4 Boardroom chairs

2.10.2.5 Gang chairs

2.10.2.6 Pantry chairs

2.10.2.7 Boardroom Table

2.10.2.8 Conference tables

2.10.2.9 Mobile pedestals

2.10.2.10 Roller and black out window blinds

2.10.2.11 All other office furniture and furnishings stated on the bill of quantities and/or layout plans.

*2.11 Move Management*

2.11.1 Dismantling and relocation or transfer, and re-installation of existing office furniture (office tables, chairs, conference tables, file cabinets, cabinets, mobile pedestals, etc.) and furnishings (artworks, displays, marketing boards, live and artificial plants) from current PEZA office to PEZA BIC building in Pasay City

2.11.2 Provision of boxes, sacks, twines, bubble wrap, and other necessary consumables for hard copies files and/or documents, including but not limited to, transfer to PEZA BIC office building in Pasay City

*2.12 Testing and Commissioning*

2.12.1 All system installed and/or supplied by the General Contractor shall be tested and commissioned with PEZA's authorized representative and/or third-party construction project manager.

2.12.2 All installed and/or supplied system shall be 100% functional and/or operational, and serves its general purpose on the building and/or on Fit-Out works.

2.12.3 All system installed and/or supplied mentioned above are as

follows:

2.12.3.1 Mechanical system including Air Quality Testing

2.12.3.2 Electrical system

2.12.3.3 Electronics system

2.12.3.4 Fire Detection and Alarm System (FDAS)

2.12.3.5 Fire Protection system

2.12.3.6 Plumbing and Sanitary system

2.12.3.7 Close Circuit Television (CCTV) system

2.12.3.8 Public Address system

2.12.3.9 Building Maintenance System (BMS)

*2.13 Warranty Obligations and Liabilities*

2.13.1 In case the General Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

2.13.2 The warranty against poor workmanship, substandard materials, and supplied and/or installed system defects/failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

2.13.3 The General Contractor warrants that it is a competent, qualified and experienced contractor, equipped, organized, insured and financed to perform the works and complete the project in an efficient and professional manner and meeting all of the requirements of this contract work.

2.13.4 The Fit-Out General Contractor shall be part of the witness and accepting party for the testing and commissioning of the following system as initially supplied and/or installed by the Base Build General Contractor:

2.13.4.1 Mechanical system

2.13.4.2 Electrical system

2.13.4.3 Electronics system

2.13.4.4 Fire Detection and Alarm System (FDAS)

2.13.4.5 Fire Protection system

2.13.4.6 Plumbing and Sanitary system

2.13.4.7 Close Circuit Television (CCTV) system

2.13.5 Once the General Contractor commence the supply and/or installation of the system and/or its system components for the Fit-Out works including tapping on the initially supplied/installed system, and/or relocation or adjusted on any part of the components of the initially installed system, the General Contractor warrants that it takes full responsibilities on the warranty obligations and liabilities on the areas that the General Contractor commenced or had done Fit-Out works.

## XIII. APPROVED BUDGET FOR THE CONTRACT (ABC) AND TERMS OF PAYMENT

### A. FEE

For and in consideration of the faithful, satisfactory, and full performance of all the works and requirements, the Procuring Entity agrees to pay the Contractor/s an amount not exceeding the Approved Budget for the Contract amounting to **FORTY-FIVE MILLION FIVE HUNDRED EIGHTY THOUSAND PESOS (Php 445,580,000.00)** after observance of the required procedures in compliance with the Republic Act No. 9184 and Government Accounting and Auditing Manual. The aforesaid fee is inclusive of all applicable taxes, fees and charges.

### B. ADVANCE PAYMENT

An advance payment not to exceed fifteen percent (15%) of the Contract Price in Philippine peso shall be made upon the submission of a written request per stage of work by the Contractor to cover the cost of mobilization. The advance payment shall be set off by the Procuring Entity in equal installments against the statements for the progress billings until the advance payment has been fully set off.

Advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable on demand, issued by a duly licensed surety or insurance company and confirmed by the Procuring Entity.

### C. TERMS OF PAYMENT

The payment scheme below shall be observed in the processing of payments in favor of the Contractor. **EACH PAYMENT** shall be subject to ten percent (10%) retention money. PEZA shall release to the Contractor the total retention money only after the full acceptance of the Project, and upon clearance of all liabilities relative to the Project.

The Contractor shall be paid through progress payments based on the actual completion accomplishment percentage as shown below:

| | |
|---|---|
| Advance Payment | 15% of the total contract price (TCP) |
| 1st progress billing | upon 25% accomplishment completion, less percentage recoupment of down payment, less retention amount |
| 2nd progress billing | upon 50% accomplishment completion, less percentage recoupment of down payment, less retention amount |
| 3rd progress billing | upon 75% accomplishment completion, less percentage recoupment of down payment, less retention amount |
| 4th and final progress billing | upon 100% accomplishment completion and acceptance |
| Retention | 10% of the total contract price (TCP) or for every progress billing |

The following documents must be submitted to the PE before processing payments to the Contractor:

a. Progress Billing
b. Detailed Statement of Work Accomplished (SWA)
c. Request for payment by the Contractor
d. Photographs of works accomplished

In consideration of the payment, the Contractor/s agrees and undertakes to execute and complete construction services and remedy any defects therein in conformity with the provisions of the Contract.

The Contractor shall undertake to pay taxes in full and on time and that failure to do so will entitle the government to suspend payment for any services delivered.

## XIV. PROJECT COST ESTIMATES

The bidders shall submit the quantities and cost of the different types of works to be carried out in accordance with DPWH Department Order No. 197 series of 2016 dated 07 October 2016. In particular, the quantities and cost of each work item shall be calculated and a bill of quantities shall be prepared. The bidders shall draw up a Detailed Unit Price Analysis (DUPA) for each of the main pay work items.

**Estimated Direct Cost (EDC)**

1. Cost of Materials to be used in doing the work item called for, which shall include the following:
   a. Cost of source, including processing, crushing, stockpiling, loading, local taxes, construction and/or maintenance of haul roads, etc.
   b. Expenses for hauling to project site
   c. Handling expenses
   d. Storage expenses
   e. Allowance for waste and/or losses, not to exceed 5% of materials requirement.

2. Cost of Labor
   a. Salaries and wages as authorized by the Department of Labor and Employment
   b. Fringe benefits, such as vacation and sick leaves, benefits under the Workmen's Compensation Act, GSIS and/or SSS contributions, allowances, 13th month pay, bonuses, etc.

3. Cost of Equipment
   a. Rental of equipment which shall be based on the prevailing "Associated Construction Equipment Lessors, Inc." For simplicity in computation, the operated rental rates are preferred over the bare rental rates as the former includes operator's wages, fringe benefits, fuel, oil, lubricants and equipment maintenance. The make, model and capacity of the equipment should be indicated in the detailed unit cost analysis.

   b. Mobilization and demobilization shall be treated as a separate pay item. It shall be computed based on the equipment requirements of the project stipulated in the proposal and contract booklet. Mobilization and demobilization shall not exceed 1% of the Estimated Direct Cost (EDC) of the civil works items.

4. Cost for Permits, Clearances and other Government Taxes (i.e. LGU Permits, Bureau of Fire Protection Clearance, etc.) shall be included in the cost under Program of Works (POW) and estimate / ABC.

**Estimated Indirect Cost (EIDC)**

1. **Overhead Expenses** – ranges from 7 to 11% of the EDC, which includes the following:
   a. Engineering and Administrative Supervision including LEED professional or coordinator for the project.
   b. Transportation allowances.
   c. Office Expenses, e.g., for office equipment and supplies (Contractor

including for Project Management Consultants and PEZA site offices), power and water consumptions, communication devices and consumption, and operational and maintenance costs.

d. Premium on Contractor's All Risk Insurance (CARI).
e. Financing Cost.
    i. Premium on Bid Security
    ii. Premium on Performance Security
    iii. Premium on Surety for Advance Payment
    iv. Premium on Warranty Bond (one year)

2. **Contingencies** – ranges from 0.5 to 3% of the EDC. These include expenses for meetings, coordination with other stakeholders, billboards (excluding Project Billboard and COA Billboard which are both pay item under the General Requirements), stages during ground breaking, inauguration ceremonies, and other unforeseen events.

3. **Miscellaneous Expenses** – ranges from 0.5 to 1% of the EDC. These include laboratory tests for quality control and plan preparation.

4. **Contractor's Profit Margin** – shall be 8% of the EDC for projects above Php5Million, and 10% for project Php5Million and below.

5. **VAT Component** – shall be 5% of the sum of the EDC, OCM and Profit

6. The following items shall not be subjected to OCM and Profit mark-up:

    a. Mobilization and demobilization
    b. Provision of Service Vehicle
    c. Permits and Clearances

7. The following non-civil works items shall not be subjected to OCM mark-up:
    a. Field Office and Living Quarters
    b. Furnishing of Furniture, Survey Equipment and Consumables
    c. Assistance to the Engineers
    d. Photographs
    e. Health and Safety
    f. Traffic Management
    g. Environmental Compliance
    h. Communication Equipment, etc.

## XV. VARIATION ORDER

Annex “E” – Contract Implementation Guidelines for the Procurement of Infrastructure Project

1. Variation Orders – Change Order/Extra Work Order

1.1 Variation Orders may be issued by the procuring entity to cover any

increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the "as staked plans" or construction drawings prepared after a joint survey by the contractor and the Government after award of the contract, provided that the cumulative amount of the positive or additive Variation Order does not exceed ten percent (10%) of the original contract price. The addition/deletion of works under Variation Orders should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of either a change order or extra work order.

The contract price is fixed and firm to construct the entire project scope. Any lapses, missing items or lacking quantity for calculating the bid amount to achieve a fully working system shall be shouldered by the Contractor/s. No variation or additional cost shall be carried out without the prior clearance and approval of PE.

## XVI. REQUIRED SUBMITTALS

### A. Upon submission of bids

The general contractor shall provide the documents as stated in **Bid Data Sheet (BDS)** for the technical and financial bid documents, including bidding forms, as requirements to be included in the evaluation.

### B. Upon signing of the contract

Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity in accordance in Section 37.2 of R.A 9184, upon signing of the Contract, such as:

a. Construction schedule and S-curve (must be consistent to the Payment, Schedule and Cash Flow);

b. Network Diagram of PERT/CPM showing the Critical Path;

c. Manpower schedule;

d. Equipment utilization schedule;

e. Construction Safety and Health Program approved by the DOLE. (The Construction Safety and Health Program for the project as finally approved by the DOLE shall be submitted as a requirement prior to receipt of the Notice to Proceed).

### C. Upon Project Completion

1. Prior to PEZA's acceptance and prior to the request of final billing, the General

Contractor shall prepare and finalize the as-built plans, and Certificate of Completion, including the following documents:

a. Approved Building and Ancillary Permits;
b. Fire Safety Evaluation Clearance;
c. Fire Safety Inspection Certificate;
d. Certificate of Occupancy and Permit-to-Operate certificates.

2. Contractor's turnover All As-Built plans and pertinent documents. Includes, but is not limited to:
    a. Two (2) sets original copies, scaled 1:100 meters prepared in AutoCAD format, printed/plotted in A3 size paper.
    b. Five (5) sets of Blueprints copies for each plan.
    c. Two (2) sets soft copies of AutoCAD of plans/drawings, and PDF and editable format of cost estimates, technical specifications, Program Evaluation and Review Technique-Critical Path Method (PERT-CPM), Schedule of Timeline, Manpower Schedule, and other related documents in flash drive storage device.
    d. All Original Copies of As-Built Drawings, permits/ clearances and other documents related to the project.
3. Other documents processed and issued in favor of PEZA during the construction periods (i.e., Operation and Maintenance Manuals, Testing and Commissioning Reports, Inspection Reports, Punch List, Fire Safety Reports, Clearances and other related documents.)
    a. Consolidation and submission of project records and operating manuals and guidelines for ease of reference.
    b. Assist in the preparation and issuance of Certificate of Completion of Works

## XVII. PROVISIONS FOR STORAGE AND MATERIAL HANDLING

**3.** The Contractor shall store their materials, equipment and tools in one place of the building determined and designated by the PE. It shall be kept neat and clean at all times. Any damage thereto or to the surrounding area arising from any act or omission of the Contractor shall be repaired and/or restored to its original condition at the expense of the Contractor.

**4.** Provisions for securing and safekeeping of stored materials, tools and equipment during the construction project shall be for the account of the Contractor.

## XVIII. CLEARING OF THE SITE

The Contractor/s shall clean the whole area by removing debris, discards, and other construction wastes and shall leave the entire premises free from rubbish caused by their work to the satisfaction of PSA at no extra cost.

## XIX. CONFIDENTIALITY OF DATA AND INFORMATION

Ownership of all designs, drawings, specifications and other supporting record or materials prepared during course of the project shall be the property of the PE and shall not be used by the Contractor/s without the prior written approval of the former. Print and electronic copies of such documents shall be turned over to the PE.

In addition, all data and information related to the Project shall be treated with strict confidentiality and in no instance shall they be released or revealed to a third party without prior written consent of the PE.

## XX. INDEPENDENT CONTRACTOR

Nothing contained herein shall be construed as establishing or creating employer-employee or principal-agent relationship, it being understood that the relationship between the parties is that of contractee-independent contractor relationship.

## XXI. INDEMNIFICATION

The Contractor shall hold the PE free and harmless from all claims, liabilities, suits and actions, demands, or damages arising from death, loss, or injuries to persons, entities, or properties, in relation to the delivery of the Construction of Fit-Out Works.

In addition, the Contractor agrees to protect and defend, at its own expense, the PE against claims and liabilities arising from acts or omissions committed by the Contractor or its employees and workers in the performance of the services including the use of copyrighted materials, patented inventions, articles or appliances, and indemnify the PE for any damages or liabilities that the PE may be compelled to assume arising from said acts or omissions.

## XXII. SUSPENSION AND TERMINATION OF AGREEMENT

In case of default, failure, or refusal on the part of the Contractor to perform the services in such manner consistent with the results herein contracted for, or non-compliance with the Terms of Reference, the PE may issue a Notice of Suspension of Payment and suspend payment in whole or in part.

## XXIII. LIQUIDATED DAMAGES

The Contractor binds itself to pay liquidated damages in case of any breach of the provisions of the Contract. The Contractor/s shall be charged and pay liquidated damages equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for everyday of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the PE shall rescind the contract, without prejudice to other courses of action or other remedies open to it.

## XXIV. WARRANTIES OF THE CONTRACTOR

1. The Contractor warrants that it shall conform strictly with the terms and conditions of the Terms of Reference;
2. The Contractor warrants and guarantees the reliability of their service and that their manpower complement is hardworking, qualified, reliable and dedicated to do the service required to the satisfaction of the PE. It shall employ highly skilled, well-behaved and honest employees with proper identification cards displayed conspicuously while working inside the premises of the PE. It shall not obtain the services of any personnel of the PE to work in any category;
3. The Contractor shall comply with the laws governing employee's compensation, PhilHealth, Social Security, labor standards and other laws, rules and regulations applicable to its personnel employed on account of the contracted services;
4. The Contractor, in the performance of its services, shall secure and maintain at its own expense all registration, licenses or permits required by national or local laws and shall comply with the rules, regulations and directives of regulatory authorities and commissions;
5. The Contractor, shall coordinate with authorized and/or designated personnel of the PE in the performance of their services;
6. The Contractor shall be liable for loss, damage, or injury as may be due directly through the fault or negligence of its personnel. It shall assume responsibility, and the PE shall be released from any responsibility arising therein;
7. The Contractor shall comply with all the documentation to be required by the Commission on Audit (COA) even after completion of the Project at no additional cost to the PE.

## XXV. PROJECT ACCEPTANCE

1. The Contractor shall coordinate with the PE to ensure that the completed construction works are in accordance with the Construction Contract documents (plans and specifications) approved by the PE and all other obligations contained in separate documents made part of the Contract;

2. The PE shall release the retention fee upon Final Acceptance of the project;

3. A Warranty Bond shall be posted by the Contractor to cover structural defects and failures to be valid for a period of one (1) year be counted from the issuance of the PE of the certificate of final acceptance. The warranty bond shall be returned thereafter, but the Contractor/s shall remain responsible for structural defects and failures as provided under Section 62.2.3.2 of the implementing Rules and Regulations of Republic Act No. 9184.

## XXVI. CONFLICT OF INTEREST

The Contractor/s shall provide professional, objective, and impartial advice and at all times hold the PE's interest's 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. Contractor/s 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 PE. (Refer to Section 47.2 of the 2016 Revised IRR of RA 9184.

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform/comply) the Terms of Reference, Drawing and Bill of Quantities reflected, I/We undertake, if our bid is accepted, to deliver the goods/services in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

_____
Printed Name of Company

_____
Signature of Company Authorized Representative

_____
Printed Name & Designation

_____
Date