



National Development Company



**ELIGIBILITY DOCUMENTS
FOR THE
PROCUREMENT OF CONSULTING SERVICES
FOR THE CONSTRUCTION SUPERVISION OF
THE SITE DEVELOPMENT WORKS FOR THE
NDC INDUSTRIAL ESTATE (NDCIE) PROJECT AT
BARANGAY LANGKAAN, DASMARIÑAS CITY,
CAVITE**

2nd Public Bidding

**PROJECT REFERENCE NO:
MR21-04-042**

**APPROVED BUDGET:
₱ 12,000,000.00**

NDC Building, 116 Tordesillas Street
Salcedo Village, Makati



ISO 9001 Certified

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Section I. Request for Expression of Interest

**REQUEST FOR EXPRESSION OF INTEREST FOR
CONSULTING SERVICES FOR THE CONSTRUCTION SUPERVISION
OF THE SITE DEVELOPMENT WORKS FOR THE NDC INDUSTRIAL
ESTATE (NDCIE) PROJECT AT BARANGAY LANGKAAN,
DASMARIÑAS CITY, CAVITE**

1. The National Development Company (NDC), through the approved Corporate Operating Budget (COB) for 2021 intends to apply the sum of Twelve Million Pesos (PhP12,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of Consulting Services for the Construction Supervision of the Site Development Works for the NDC Industrial Estate (NDCIE) Project, 2nd Public Bidding located at Barangay Langkaan, Dasmariñas City, Cavite. Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.
2. The NDC now calls for the submission of eligibility documents for the Procurement of Construction Supervision of the Site Development Works that include Site Preparation including Earthworks, Road Works, Drainage System and Outfall, Water Supply & Fire Protection System, Administration Complex with Generator Set, Deep Well Pump House Nos. 5 & 7, Rehabilitation Well Construction – Deep Well Nos. 5 & 7, Electrical Connection from Pump Complex No. 3 to Deep Well No. 8, Sewer Lines, STP Complex with Generator Set, Sanitary Treatment Plant (800 cu.m/day capacity), Perimeter Fence and Emergency Gate, Slope Protection, and Landscape & Greening, among others, for the NDC Industrial Estate (NDCIE) Project.
3. Interested consultants must register to drop and submit their Eligibility Documents at the NDC BAC Secretariat at the 7th Floor, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City, on or before December 14, 2021 at 1:00 pm (7th Floor, NDC Clock). Applications for eligibility will be evaluated based on a non-discretionary “pass/fail” criterion. The opening of Eligibility Documents is on December 14, 2021 at 2:00 pm at the ABB Hall, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City and via Zoom.
4. Interested bidders may obtain further information and inspect the Eligibility Documents from NDC BAC Secretariat following the same schedule and address stated in item no 5.
5. A complete set of Eligibility Documents may be acquired by interested Bidders at the NDC Bids and Awards Committee (BAC) Secretariat located at the 7th Floor, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City from 9:00 am to 4:00 pm on November 15 - December 13, 2021 and from 9:00 am to 12:00 nn only on December 14, 2021.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity.

6. The BAC shall draw up the short list of consultants from those who have submitted Expression of Interest, including the eligibility documents, 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 short list shall consist of maximum five (5) prospective bidders who will be entitled to submit bids. The criteria and rating system for short listing are:

<u>Eligibility Criteria</u>	<u>Score</u>
Applicable experience of the consultant	50%
Qualification of personnel to be assigned	30%
Current workload relative to capacity	20%
TOTAL	100%

The Consultant(s) must pass the required minimum score of seventy percent (70%) to be shortlisted. Failure of the Consultant to meet the specified requirement would result to a zero (0) rating for the specific criterion.

7. The shortlisted bidders shall be subjected to evaluation using the Quality Cost Based Evaluation (QCBE) to determine the bidder with Highest Rated Bid (HRB), wherein the criteria and rating are as follows:

The Technical and Financial Proposal shall be given weights of 70% and 30%, respectively.

A. Technical Proposal (70%)

- a. Relevant Experience of the Consultant – 30%
- b. Qualification of the Key Personnel to be assigned to the Project – 40%
- c. Approach & Methodology – 30%

The Consultant(s) must pass the required minimum technical score of 60% in order to qualify.

B. Financial Proposal (30%)

8. 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, cooperatives, and partnerships or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.

9. The contract shall be completed within Thirty Months (30) months reckoned from the date indicated in the Notice to Proceed or until the completion of the Defects Liability Period of the Site Development Works for the NDCIE Project, whichever comes later. This includes the Twelve (12) months Defects Liability Period after the completion of the construction of the site development works.
10. The NDC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

MR. JOHNIEREY A. CUETO

Head, BAC Secretariat

National Development Company

7th Floor, NDC Building, 116 Tordesillas St.,

Salcedo Village, Makati City

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15 November 2021

(SIGNED)

AGM SATURNINO H. MEJIA

NDC BAC Chairperson

Terms of Reference

Terms of Reference

CONSULTING SERVICES FOR THE CONSTRUCTION SUPERVISION OF THE SITE DEVELOPMENT WORKS FOR THE NDC INDUSTRIAL ESTATE (NDCIE) PROJECT AT BARANGAY LANGKAAN, DASMARIÑAS CITY, CAVITE

I. PROJECT INFORMATION

a. Background

The National Development Company (NDC) owns a 19.2-hectare land adjacent to the existing First Cavite Industrial Estate (FCIE) located in Barangay Langkaan, Dasmariñas City, Cavite. NDC will undertake the development of the land into an industrial estate to be registered with the Philippine Economic Zone Authority (PEZA). NDC conducted the public bidding for the procurement of Civil Works Contractor (“Contractor”) to undertake the Site Development Works for the NDC Industrial Estate (NDCIE) Project on October 15, 2020”, herein referred to as the “Project”. The award of contract for the Project was approved and ratified by the NDC Board of Directors on November 3, 2021.

In order to achieve the Project implementation objectives, NDC will engage with a consultancy firm to provide competent personnel to supervise the construction implementation of the Project (“Consultant”), through public bidding.

b. Scope of the Project

The Project is comprised of the following components:

1. Site Preparation including Earthworks;
2. Road Works;
3. Drainage System and Outfall;
4. Water Supply & Fire Protection System;
5. Administration Complex with Generator Set
6. Deep Well Pump House Nos. 5 & 7 Rehabilitation;
7. Well Construction – Deep Well Nos. 5 & 7;
8. Electrical Connection from Pump Complex No. 3 to Deep Well No. 8
9. Sewer Lines;
10. STP Complex with Generator Set;
11. Sanitary Treatment Plant (800 cu.m/day capacity);
12. Perimeter Fence and Emergency Gate;
13. Slope Protection; and
14. Landscape & Greening.

c. Project Implementation Schedule

The Project is expected to commence within the 1st Quarter of 2022 and to be completed in the middle of 2024, including twelve (12) months defects liability period.

d. Technical Information of the Project

The Bidding Documents on “Site Development Works for the Construction of NDC Industrial Estate (NDCIE) Project” will be made available to the Consultant.

II. OBJECTIVES OF THE CONSULTING SERVICES

The objectives of the consulting services are:

- a. To ensure that the site development works are satisfactorily constructed in accordance with the drawings and specifications and with the agreed timetable;
- b. To achieve efficient implementation of the project through the following:
 - (1) Supervision during Construction – involves supervision and inspection during construction activities; review of construction plans, designs and shop drawings; coordination of contractor activities; testing and commissioning; and other related tasks;
 - (2) Assistance for Technology Transfer to be Implemented by the Contractor – involves providing support in the technology transfer aspect of the Sewage Treatment Plant (STP) to be provided by the Contractor;
 - (3) Other Administrative Assistance – involves other related logistical, managerial, reportorial, tasks in line with the project, among others.

An outlined list of tasks in line with the consulting services components stated above is included in “Section III” of this Terms of Reference.

III. SCOPE OF THE CONSULTING SERVICES

The services of the consultants will consist of the following:

A. Supervision During Construction

The Consultant shall perform its duties during the contract implementation period of the contracts to be executed by the Contractor. Standard Bidding Documents under R.A. 9184 for Procurement of Works and DPWH Standard Specifications for Highways and Airports, Volume II, 2004 Edition and DPWH Standard Specifications for Public Works Structures, Volume III, 1995 Edition will be applied to this Project. In this context, the Consultant shall:

- 1) Act as the Project Manager to execute construction supervision and contract administration services in accordance with the power and authority to be delegated by the NDC;
- 2) Provide assistance to NDC concerning variations and claims which are to be ordered/issued at the initiative of the NDC and/or the Contractor.
- 3) Advise the NDC on resolution of any dispute with the Contractor;
- 4) Issue instructions, approvals and notices, as appropriate;
- 5) Provide recommendation to NDC for acceptance of the Contractor's performance security, advance payment security and any required insurances;
- 6) Assess adequacy of all inputs such as materials, labor and equipment provided by the Contractor;
- 7) Check and approve the Contractor's and its Subcontractor's method of works, including site organization, program of performance, quality assurance system, safety plan and environmental monitoring plan so that the requirements set forth in the applicable laws and regulations, the specifications or other parts of the contract, are to be duly observed and complied with;
- 8) Regularly monitor physical and financial progress, and take appropriate action to expedite progress if necessary, so that the time for completion set forth in the contract will be duly observed and complied with by Contractor;
- 9) Explain and/or adjust ambiguities and/or discrepancies in the Contract Documents and issue any necessary clarifications or instructions;
- 10) Review and approve the Contractor's design, if any, for the works to be constructed, working drawings, shop drawings and drawings for temporary works. The subject of approval by the Consultant are the working drawings, shop drawings and drawings for temporary works that will be made by the Contractor to indicate the final quantities after completion of the pre-construction surveys.
- 11) Liaise with the appropriate authorities to ensure that all the affected utility services are promptly relocated;
- 12) Carry out field inspections on the Contractor's setting out of the works in relation to original points, lines and levels of reference specified in the contract;
- 13) Organize, as necessary, management meetings with the Contractor to review the progress of the works. Prepare and deliver minutes of such meetings to NDC and the Contractor;
- 14) Supervise the works so that all the contractual requirements are met by the Contractor, including those in relation to i) quality of the works, ii) safety and iii) protection of the environment. Ensure that the Safety Officer assigned by the Contractor is doing its duties and responsibilities and always present at the project site during construction operations;
- 15) Supervise field tests, sampling and laboratory test to be carried out by the Contractor;

- 16) Inspect the construction method, equipment to be used, workmanship at the site, and attend shop inspection and manufacturing tests in accordance with the contract requirements;
- 17) Regularly monitor physical and financial progress against the milestones as per the contract so as to ensure completion of the contract time;
- 18) Review change orders that may arise to those that have not been anticipated in the contract documents prior to contract signing and approval;
- 19) Inspect and test major equipment for the STP at manufacturer's shop;
- 20) Submit inspection and/or test report;
- 21) Evaluate and recommend all requests for payments submitted by the Contractor;
- 22) Modify the contract requirements as may be necessary in accordance with the actual site conditions, and issue variation orders;
- 23) Carry out timely reporting to NDC for any inconsistency in executing the works and suggesting appropriate corrective measures to be applied;
- 24) Inspect and verify claims issued by the parties to the contract (i.e. the NDC and Contractor) and make recommendations for agreement between the parties to the contract;
- 25) Supervise Pre-commissioning of the STP and other electro-mechanical works carried out by the Contractor, check and approve the Contractor's Pre-commissioning report, and recommend issuance of the Completion Certificate;
- 26) Supervise Commissioning and Guarantee Test (if applicable) of the STP and other electro-mechanical works carried out by the Contractor, check and approve the Contractor's report on the Commissioning and Guarantee Test, and recommend issuance of the Operational Acceptance Certificate;
- 27) Check and certify as-built drawings prepared by the Contractor;
- 28) Check and certify the operation and maintenance manual prepared by the Contractor;
- 29) Assist in settling disputes or differences in opinions, which may arise between the NDC and the Contractor in connection with, or arising out of the construction contract or the execution of the construction and installation, except litigation and arbitration;
- 30) Prepare and recommend for approval of the Project's Certificate of Completion; and
- 31) Perform other tasks related to construction supervision.

B. Supervision During Defects Liability Period

- 1) Provide periodic and/or continuous inspection services during defects liability period and if any defects are noted, instruct the Contractor to rectify;
- 2) Conduct maintenance supervision during the 12 months period of guarantee on the works by the Contractor, and determine or advice regarding the

Contractor's liability in respect of any defects found during this stage, and give instructions to the Contractor as necessary or when so required;

- 3) Prepare and recommend for approval of the Project's Certificate of Final Acceptance.

C. Assistance for Technology Transfer to be Implemented by the Contractor

The Consultant shall provide technical advice to effect the transfer of technology in the maintenance and operation of the Sewage Treatment Plant and Generator Sets.

D. Other Administrative Assistance

- 1) Prepare and submit reports to NDC in relation to the implementation of the Project;
- 2) Deliver to NDC upon completion of the works all job records, reproducible "as-built" drawings and the instruction necessary for the satisfactory operation and maintenance of the works;
- 3) Provide any additional services related to the project upon request, subject to the approval of NDC, on the basis of justifiable and mutually acceptable billing rates/costs; and,
- 4) Perform all other administrative duties as necessary and incidental to the satisfactory execution of the project.

IV. EXPECTED TIME SCHEDULE

The total duration of consulting services will be Thirty Months (30) months reckoned from the date indicated in the Notice to Proceed or until the completion of the Defect Liability Period of the Site Development Works for the NDCIE Project, whichever comes later. This includes the 12 months defect liability period after the completion of the construction of the site development works. The consulting services duration is shown in Table 1.

Table 1: Consulting Services Duration

Key Activities	Duration in Months
Consulting Services During Construction of Site Development Works	18
Consulting Services During Defect Liability Period	12
TOTAL	30

V. MANNING REQUIREMENTS & RESPONSIBILITIES OF KEY CONSULTANTS

A. Staffing Requirements

The consulting services will require a total of 129 man-months (M/M) of professional, technical and administrative support staff. The estimated inputs of each position are as follows:

Professional / Key Staff (A)

A - Construction Phase

1. Project Manager (Licensed Civil Engineer)	18 M/M
2. Cost / Quantity Surveyor (Licensed Civil Engineer)	18 M/M
3. Licensed Sanitary Engineer	6 M/M
4. Licensed Professional Electrical Engineer	4 M/M
5. Licensed Civil Engineer Inspector (Civil, Roads, Drainage)	18 M/M
6. Licensed Civil Engineer Inspector (Sanitary)	9 M/M
7. Licensed Civil Engineer Inspector (Building, Structural)	9 M/M
8. Licensed Electrical or Mechanical Engineer (Electro-Mechanical Inspector)	9 M/M

B – Post-Construction Phase

1. Project Manager (Licensed Civil Engineer)	1 M/M
2. Licensed Civil Engineer Inspector (Civil, Roads, Drainage)	1 M/M

Technical Support Staff (B)

1. CADD Operator*	18 M/M
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Administrative Support Staff (C)

1. Administrative Officer	18 M/M
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Total Man-Months **129 M/M**

*Note: The Consultant shall provide the CADD Software for the CADD Operator

B. Responsibilities of Key Consultants

The Consultant shall be responsible to ensure the timely completion of the Project and shall provide the expert personnel as indicated above, manning requirements and in line with the Project Implementation Schedule of the NDCIE Site Development Works.

The following are the qualification requirements, roles and responsibilities of Key Consultants who will be assigned in the project:

- 1) **PROJECT MANAGER** - Shall be a Licensed Civil Engineer with at least ten (10) years construction experiences in land development works projects of a similar nature and magnitude. He must have skills/experience in project management, monitoring and evaluation, as well as coordinating the works of a team of experts. He must be a permanent employee of the Firm (or the leading Firm) for the last five (5) years or longer and have effective communication skills in the English language.

He will attend to the over-all project management and relations to client and other project proponents. He will also handle the technical and administrative management of the Consultancy group, oversees its performance and accomplishment and will conduct review and coordination of design documents.

He will also conduct intermittent inspections of the project during the defects liability period; conduct punch listing of defects; check the repair works after completion and prepare the Certificate of Completion and Project Completion Report.

- 2) **COST/QUANTITY SURVEYOR** - Shall be a Licensed Civil Engineer with at least eight (8) years construction experiences in land development works and five (5) years experiences as Cost/Quantity Surveyor. He will manage the cost of the project construction and to ensure that the project construction is completed within the approved budget.

He shall assist and advise the Project Manager for the overall management of the Project. He will review administrative and commercial documents prepared by the Contractor; and prepare recommendations for corrective actions where necessary. He will ensure that the project conforms to legal regulations, and up to standard in terms of quality.

- 3) **SANITARY ENGINEER** - Shall be a Licensed Sanitary Engineer with at least ten (10) years combined experience in waterworks and sewerage system and sewage treatment plant design, specification and cost estimate preparation and installation supervision of waterworks and sewerage treatment facilities, pumping systems and other related components.

He shall be in-charge of the review of the designs to be submitted by the Contractor for sewerage treatment facilities and pumping systems as well as technical coordination for design and construction interface.

- 4) **ELECTRICAL ENGINEER** - Shall be a Licensed Professional Electrical Engineer with at least ten (10) years combined experience in electrical engineering, specification and cost estimate preparation and installation supervision of electrical systems of waterworks and sewage treatment facilities, pumping systems and generator sets.

He shall be in-charge of the review of submittals by the Contractor for the electrical engineering works and supervise the works, provide safety control of electrical facilities as well as construction safety and in all matters related to

electrical works. He will likewise provide technical coordination for design and construction interface and be in-charge of all electrical related works during the conduct of value engineering.

- 5) C.E. INSPECTOR (CIVIL, ROADS, DRAINAGE) - Shall be a Licensed Civil Engineer. He/she shall have experiences in all aspects of land development for at least five (5) years with good communication skills. He will conduct site construction supervision in earthworks, roadworks, drainage works and other civil works; identify non-conformance and report it to the engineers where necessary; monitor construction schedule and report the progress regularly to the engineers.

He will also assist the Project Manager during the Defects Liability Period.

- 6) C.E. INSPECTOR (SANITARY) - Shall be a licensed Civil Engineer. He shall have experiences in waterworks and sewerage system for at least five (5) years with good communication skills. He will be in charge of site construction supervision for waterworks and sewerage system; commissioning and testing; identify non-conformance and report it to the engineers where necessary; monitor construction schedule regularly, comparing to planned schedule and report the progress regularly to the engineers.
- 7) C.E. INSPECTOR (BUILDING, STRUCTURAL) - Shall be a Licensed Civil Engineer with at least five (5) years experiences in building and civil/structural projects with good communication skills. He will conduct site construction supervision in building works, civil and structural components of the sewage treatment plant and other related structures; identify non-conformance and report it to the engineers where necessary; monitor construction schedule and report the progress regularly to the engineers.
- 8) ELECTRO-MECHANICAL INSPECTOR - Shall be a Licensed Electrical or Mechanical Engineer with at least five (5) years experiences in waterworks and sewerage systems or similar projects with good communication skills. He will conduct site construction supervision in electro-mechanical components of the water supply system, sewage treatment plant and other related works; identify non-conformance and report it to the engineers where necessary; monitor construction schedule and report the progress regularly to the engineers.

VI. REPORTS AND DELIVERABLES

The Consultant shall prepare and submit to NDC the following report with corresponding number of copies and timing.

	Type of Report	No. of Copies and Schedule
1.	Inception Report	3 copies, within one month from the time of commencement of Services

2.	Monthly Progress Report	3 copies, end of each calendar month
3.	Quarterly Report	3 copies, every quarter
4.	Information Catalogues & Photos	3 copies upon request
5.	Factory inspection/ Project Inspection Report	Whenever inspection is undertaken
6.	Project Completion Report	5 copies upon issuance of Certificate of Completion including the accompanying one (1) set of the construction records comprising the "As-built" drawings and photographs of the construction and accident reports which has been submitted by the contractor and approved by the Consultant/Engineer

VII. ARRANGEMENTS TO BE PROVIDED BY NDC

The NDC will provide the Consultants with the following:

1. Make available to the Consultant existing reports and data related to the Project as maybe allowed under Philippine Laws;
2. Furnish all available data, maps and information required for the execution of the services as maybe allowed under Philippine Laws;
3. Act as counterpart personnel for the purpose of liaison with other Government agencies; and
4. Facilities for the Engineer - As specified in Part A Facilities for the Engineer of the Technical Specifications Volume II (attached as Annex 1 see on page 42) the Contractor shall provide, except during the twelve (12) months Defects Liability Period, the following for the Engineer:
 - a. Field office including furniture, fixtures, equipment and appliances;
 - b. Living quarters including furniture, fixtures, equipment and appliances;
 - c. Operation and maintenance of the field office including operation/maintenance staff (messenger/utility man, security guards-2 and clerk typist/encoder) and utility bills (water, electric, telephone);
 - d. Supplies and consumable stores for the field office;
 - e. Cellular phones including monthly prepaid loads;
 - f. One Service vehicle including operation and maintenance; and
 - g. Monthly progress photographs.

Note: The Consultant shall be responsible for the implementation of Covid-19 safety protocols for its own employees, at its own cost, including costs of Covid-19 Test for its staff.

VIII. CRITERIA FOR SELECTION

The minimum criteria for the prospective Consultant are as follows:

1. Must have at least five (5) years of relevant experience related to this TOR;
2. Must have undertaken at least one (1) Construction Supervision contract for land development projects in the last ten (10) years prior to the date of submission and receipt of bids whose value must be at least fifty percent (50%) of the ABC.

The Consultant will be rated based on the criteria as presented in **Section IX** (*Shortlisting of the Consulting Firms*) of this TOR. Prospective bidders are required to submit the following:

- a. Copies of *Certificate of Project Completion or Certificate of Final Acceptance* from their previous related projects within the past 10 years;
- b. Company profile; and
- c. Curriculum Vitae (CV) of Key Experts highlighting their relevant work experience.

The Consulting Firm shall be selected using the Quality-Cost Based Selection procedure under Republic Act (RA) 9184 (Government Procurement Reform Act) and its Revised Implementing Rules and Regulations (IRR) and shall be based on the following criteria: *seventy percent (70%) Technical Proposal and thirty percent (30%) Financial Proposal.*

The prospective Consulting Firms shall follow the Guidelines in the Preparation of Eligibility Requirements as attached in **Annex A** of this TOR.

IX. CRITERIA FOR SHORTLISTING OF CONSULTING FIRMS

The shortlist shall consist of at most five (5) prospective bidders who will be entitled to submit bids. The criteria and rating system for shortlisting are tabulated below:

Table 2. Criteria for Shortlisting of Consulting Firms

Criteria	Weight
1. APPLICABLE EXPERIENCE <ul style="list-style-type: none"> • Completed consulting services of size, complexity and technical specialty comparable to job under consideration, including quality of performance • Other completed consulting services related to the job under consideration • Cost of services 	50%
2. QUALIFICATION OF PERSONNEL <ul style="list-style-type: none"> • Qualification of principal and key staff who may be assigned to the job 	30%
3. CURRENT WORKLOAD RELATIVE TO CAPACITY <ul style="list-style-type: none"> • Absorptive capacity to do additional works other than those currently being undertaken 	20%

TOTAL SCORE	100%
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The Consultant(s) must pass the required minimum score of seventy percent (70%) to be shortlisted. Failure of the Consultant to meet the specified requirement would result to a zero (0) rating for the specific criterion.

X. DETERMINATION OF THE HIGHEST RATED BID (HRB)

The shortlisted bidders shall be subjected to evaluation using the Quality Cost Based Evaluation (QCBE) to determine the bidder with HRB, wherein the criteria and rating are as follows: Bids shall be evaluated. The Technical and Financial Proposal shall be given weights of 70% and 30%, respectively.

C. Technical Proposal (70%)

Criteria	Rating
1. Relevant Experience of the Consultant	30%
2. Qualification of the Key Personnel to be assigned to the Project	40%
3. Approach & Methodology	30%
Total	100%

The Consultant(s) must pass the required minimum technical score of 60% in order to qualify.

D. Financial Proposal (30%)

XI. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) is **Twelve Million Pesos (PHP 12,000,000.00)**, inclusive of all applicable taxes and fees. Bids received in excess of the ABC shall be automatically rejected during the opening of the financial proposal.

Consistent with the provisions of R.A. 9184, all consultancy contracts shall be fixed price contracts. Any extension of contract time shall not involve any additional cost.

XII. TERMS OF PAYMENT

- a. Advance payment equivalent to 15% of the Contract Price shall be made within ten (10) calendar days after the Consultant provides an irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity acceptable to NDC. The advance payment shall be set off by NDC in equal installments against the statements for the first four (4) months of the Services until the advance payment has been fully set off.
- b. Progress Billing shall be made on a monthly basis.

- c. 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 NDC.

Other payment terms and requirements are indicated in the General Conditions of the Contract and in the Special Conditions of the Contract of the Bidding Documents.

Section II. Eligibility Documents

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.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, except for countries¹ identified by the Department of Foreign Affairs (DFA) that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

A Contracting Party refers to a State that has joined the Apostille Convention, whether or not the Convention has entered into force for that State.

A Competent Authority refers to the authority designated by a Contracting Party that is competent to issue an apostille. A Contracting Party may designate one or more Competent Authorities and may designate Competent Authorities that are competent to issue an apostille for certain categories of public documents. Information about designated Competent Authorities may be found on the Apostille Section of the Hague Conference website under "Competent Authorities".

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 Data Sheet

Eligibility Documents	
1.2	<p>Professionals who will be involved in the project whose practice of profession is authorized and regulated by the Professional Regulation Commission (PRC):</p> <ol style="list-style-type: none"> 1. Project Manager (Civil Engineer) 2. Cost/Quantity Surveyor (Civil Engineer) 3. Sanitary Engineer 4. Electrical Engineer 5. Civil Engineer Inspector for Civil, Roads, & Drainage (Civil Engineer) 6. Civil Engineer Inspector for Sanitary (Civil Engineer) 7. Civil Engineer Inspector for Building & Structural (Civil Engineer) 8. Electro-Mechanical Inspector (Electrical or Mechanical Engineer) <p>Each key personnel must submit his/her Curriculum Vitae (CV).</p> <p>The proposed composition of the project team submitted during the eligibility screening / shortlisting, shall be the same composition of the project team to be evaluated during the bidding. Thus, substitution or replacement of personnel who have been nominated shall not be allowed</p> <p>Failure of the consultant to assign the required key personnel and submit the personnel CVs shall be a ground not to consider it for shortlisting.</p> <p>The personnel shall certify that the data in his/her CV is correct and commit to work for the Project in accordance with the time schedule as indicated in the contract once the contract is awarded to the firm where he belongs.</p>
1.3	No further instructions.
2.1 (a)(i)	<p>The Bidder shall submit a valid PhilGEPS Certificate of Registration of Membership under Platinum category - (Platinum Membership) in lieu of their Class “A” Documents uploaded and maintained current and updated in the PhilGEPS pursuant to Section 8.5.2 of the 2016 Revised IRR of RA 9184.</p> <p>The Bidder shall also submit the Document (“Annex A”) which forms part of the Certificate of Platinum Membership being submitted.</p>
2.1(a)(ii)	<p>The statement of all ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, within the last ten (10) years prior to the deadline for the submission and receipt of eligibility documents, using format attached as ANNEX A in the</p>

	Eligibility Forms.
2.1(a)(ii.7)	<u>Notice of Award or Notice to Proceed (in case of government project) or Contract Agreement (in case of private project), and 2) Certificate of Satisfactory Completion or Certificate of Final Acceptance.</u>
2.1(a)(iii)	<p>Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2, including their respective curriculum vitae.</p> <p>Organizational Chart for the contract to be bid</p>
4.2	<p>Each prospective bidder shall submit one (1) original and two (2) copies of its eligibility documents. The original copy of the documents, which cannot be submitted, should be stamped and signed as “Certified True Copy of the Original” by the duly authorized representative of the bidder. Also, included in the original copy envelop, a USB containing the PDF copy, password protected, of the Original Documents. All these eligibility documents shall be enclosed in one main envelope to be accompanied by Eligibility Documents Submission Form which format is attached as ANNEX E in the Eligibility Forms.</p> <p>Labeling and marking instructions:</p> <ol style="list-style-type: none"> All documents should be properly tabbed and bound; and Envelope should bear the warning “DO NOT OPEN BEFORE NOVEMBER 25, 2021 (1:00 PM)” <p>Illustration: Sample format of labeled envelope:</p> <p><u>ORIGINAL COPY (or COPY-1/COPY-2) –ELIGIBILITY DOCUMENTS</u></p> <p>SATURNINO H. MEJIA Chairperson NDC Bids and Awards Committee National Development Company NDC Building, 116 Tordesillas St. Salcedo Village, Makati City</p> <p>Bid for: Procurement of Consulting Services for the Construction Supervision of the Site Development Works of the NDC Industrial Estate Project (NDCIE) Project at Brgy. Langkaan, Dasmarinas City, Cavite, Project Reference No. MR21-04-042.</p> <p>Submitted by: BIDDER’S COMPANY NAME BIDDER’S CONTACT DETAILS</p>

	DO NOT OPEN BEFORE: NOVEMBER 25, 2021 2:00 pm
4.3 (c)	SATURNINO H. MEJIA Chairperson - NDC Bids and Awards Committee National Development Company NDC Building, 116 Tordesillas St. Salcedo Village, Makati City
4.3 (d)	Bid for: PROCUREMENT OF CONSULTANCY SERVICES FOR THE CONSTRUCTION SUPERVISION OF THE SITE DEVELOPMENT WORKS OF THE NDCIE PROJECT WITH PROJECT REFERENCE NO. MR21-04-042.
5.0	<p>The address for submission of eligibility documents is</p> <p>SATURNINO H. MEJIA Chairperson – Bids and Awards Committee National Development Company 7th Floor NDC Building, 116 Tordesillas St. Salcedo Village, Makati City</p> <p>The deadline for submission of Eligibility Documents is on November 25, 2021 at 1:00 pm (7th Floor, NDC Clock).</p>
8.1	<p>The place of opening of eligibility documents is at the ABB Hall, NDC Building, 116 Tordesillas St. Salcedo Village, Makati City.</p> <p>The date and time of opening of eligibility documents is on November 25, 2021 at 2:00 pm.</p> <p>Eligibility Documents will be open via zoom. Zoom link will be sent to bidders' representative prior to the opening of the Eligibility Documents. <u>Late submission shall not be accepted.</u></p>
9.1	<p>Similar contracts shall refer to Construction Supervision of land development projects (i.e., Industrial Land Development Project or Housing Land Development Project). Prospective bidders that will fail to submit Similar Contract not specific to land development for Industrial Land Development Project or Housing Land Development projects shall be disqualified.</p>
9.2	<p>The shortlist shall consist of a maximum of five (5) prospective bidders who will be entitled to submit bids. The criteria and rating system for shortlisting are as follows:</p> <ul style="list-style-type: none"> A. Applicable experience of the consultant – 50% B. Qualification of personnel to be assigned – 30% C. Current workload relative to capacity – 20% <p>The Consultant(s) must pass the required minimum score of seventy percent (70%) to be shortlisted. Failure of the Consultant to meet the</p>

	specified requirement would result to a zero (0) rating for the specific criterion.
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Eligibility Forms

ANNEX A

STATEMENT OF ALL ON-GOING AND COMPLETED GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED, WITHIN THE LAST TEN (10) YEARS

A. CONSTRUCTION SUPERVISION

Project Name / Name of the contract	Name of Client	Location of the Contract /Client Location	Date of Award of the Contract	Start Date (Month/ Year)	Completion Date (Month/ Year)	Type & Brief Description of Actual Consulting Services	Consultant's Role (whether main consultant, subcontractor , or partner in JV)	Amount of Contract (in Php)	Contract Duration	Document presented to validate completion or award to the proponent

Notes:
 1. Provide extra rows / extra sheet if needed
 2. Attach Certified true copy of Certificate of Satisfactory Completion or Certificate of Final Acceptance for completed projects.

B. OTHER PROJECTS

Project Name / Name of the contract	Name of Client	Location of the Contract /Client Location	Date of Award of the Contract	Start Date (Month/ Year)	Completion Date (Month/ Year)	Type & Brief Description of Actual Consulting Services	Consultant's Role (whether main consultant, subcontractor , or partner in JV)	Amount of Contract (in Php)	Contract Duration	Document presented to validate completion or award to the proponent
1.										
2.										
3.										
4.										
5.										
Notes: Provide extra rows / extra sheet if needed										

ANNEX B

STATEMENT OF CONSULTANT'S NATIONALITY AND CONFIRMING THAT THOSE WHO WILL ACTUALLY PERFORM THE SERVICES ARE REGISTERED PROFESSIONALS

Date: _____

SATURNINO H. MEJIA

Chairperson

Bids and Awards Committee

National Development Company

NDC Building, 116 Tordesillas St.

Salcedo Village, Makati City

Dear **Mr. Mejia**:

In compliance with the requirements of the National Development Company – Bids and Awards Committee (NDC-BAC) for the bidding of Consulting Services for the Construction Supervision of the Site Development Works for the NDC Industrial Estate (NDCIE) Project Located at Brgy. Langkaan, Dasmariñas City, Cavite, I/We hereby declare the following:

1. Select one, delete the rest:

[If domestic entity consultant]: That [Name of the Consultant] is a domestic sole proprietorship/partnership/corporation/joint venture organized or formed under the laws of the Philippines;

[If foreign entity consultant]: That [Name of the Consultant] is a foreign sole proprietorship/partnership/corporation/joint venture organized or formed under the laws of the [Name of the Country];

[If foreign entity consultant]: That [Name of the Consultant] is registered with the Securities and Exchange Commission and/or any agency authorized by the laws of the Philippines;

2. That the following proposed personnel who will perform the service are registered professionals authorized by the Professional Regulatory Commission (PRC) to practice those professions and allied professions in accordance with Clause 1.2.

Name of Personnel	Assignment	Nationality
1	Project Manager (Civil Engineer)	
2	Cost/Quantity Surveyor (Civil Engineer)	
3	Sanitary Engineer	
4	Electrical Engineer	
5	Civil Engineer Inspector for Civil, Roads, & Drainage (Civil Engineer)	
6	Civil Engineer Inspector for Sanitary (Civil Engineer)	
7	Civil Engineer Inspector for Building & Structural (Civil Engineer)	
8	Electro-Mechanical Inspector (Electrical or Mechanical Engineer)	

Attach for your reference are the Curriculum Vitae of the above-mentioned personnel.

3. That the undersigned is/are the authorized representative/s for this public bidding as evidenced by herewith attached notarized authority.

Very Truly Yours,

Signature: _____

Name and Title of Authorized Signatory: _____

Name of Consultant/Company: _____

Address: _____

Contact No/s. _____

ORGANIZATIONAL CHART

ANNEX C

LIST OF KEY IN-HOUSE OFFICERS AND PERSONNEL

A. KEY OFFICERS

Name	Position
1.	
2.	
3.	
4.	
5.	

B. KEY PERSONNEL

Name	Position
1.	
2.	
3.	
4.	
5.	

This is to certify that the statement and information above is true and correct.

Printed Name and Signature of
Authorized Representative

Date

ANNEX D

Format of Curriculum Vitae (CV) for the Proposed Professional Staff

Proposed Position: **e.g. Project Manager**

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____

Nationality: _____

Detailed Tasks Assigned: _____

Education:

School	Date attended	Degree Obtained

(Provide extra rows if needed)

Trainings/Seminar:

Training	Date attended

(Provide extra rows if needed)

Similar Position Held on Completed Projects:

Similar Position Held	Project	Date undertaken	Location	No. of Years
Total				

(Provide extra rows if needed)

Similar Position Held on Present Projects:

Similar Position Held	Project	Date undertaken	Location	No. of Years
Total				

(Provide extra rows if needed)

Professional Regulation Commission (PRC) License:

PRC License	License Number / Validity date

(Provide extra rows if needed)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. Further, the undersigned commits to work for the Project once the contract is awarded to the firm which I work for.

[Signature of staff member] Date: _____

ANNEX E

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

CHECKLIST OF ELIGIBILITY DOCUMENTS

PROCUREMENT OF CONSULTING SERVICES FOR THE CONSTRUCTION SUPERVISION OF THE SITE DEVELOPMENT WORKS FOR THE NDC INDUSTRIAL ESTATE (NDCIE) PROJECT AT BARANGAY LANGKAAN, DASMARIÑAS CITY, CAVITE

1. Original Copy of Eligibility Documents
2. Copy 1 of Eligibility Documents
3. Copy 2 of Eligibility Documents
4. PDF copy in USB form of #1, password protected
5. Eligibility Documents Submission Form
6. Legal Documents
 - a. PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR.
7. Technical Documents
8. Statement of all on-going and completed government or private contracts, including contracts awarded but not yet started, if any, within the last ten (10) years prior to the deadline for the submission and receipt of eligibility documents.
9. Certified True Copy of Certificate of Satisfactory Completion or Certificate of Final Acceptance for completed similar projects
10. Statement of consultant confirming that those who will actually perform the service are registered professional authorized by the appropriate regulatory body to practice those professions.
11. Curriculum Vitae of the following key personnel:
 - A - Construction Phase**
 1. Project Manager (Licensed Civil Engineer)
 2. Cost / Quantity Surveyor (Licensed Civil Engineer)
 3. Licensed Sanitary Engineer
 4. Licensed Professional Electrical Engineer
 5. Licensed Civil Engineer Inspector (Civil, Roads, Drainage)
 6. Licensed Civil Engineer Inspector

- (Sanitary)
7. Licensed Civil Engineer Inspector (Building, Structural)
 8. Licensed Electrical or Mechanical Engineer (Electro-Mechanical Inspector)

B – Post-Construction Phase

1. Project Manager (Licensed Civil Engineer)
2. Licensed Civil Engineer Inspector (Civil, Roads, Drainage)

12. List of in-house key officers and personnel

Reminders:

This checklist serves only as a guide to the bidders. It is still the responsibility of each bidder to make sure it complies with the requirements.

ANNEX 1



National Development Company



**DETAILED ENGINEERING DESIGN FOR THE
NDC INDUSTRIAL ESTATE PROJECT
(WITH REVISED WATER SUPPLY DESIGN)**

**TECHNICAL SPECIFICATIONS
VOLUME II**

OCTOBER 2015

PREPARED BY:



Infra Consultants in the Philippines (ICP) Inc.

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**CONSULTING SERVICES FOR THE REVISION OF DETAILED ENGINEERING DESIGN OF THE NDC
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INTRODUCTION

The Specifications describe in detail the work to be executed, the character and quality of materials, workmanship and the specific responsibilities of the Contractor that are not covered by the Conditions of Contract. It includes the Technical Specifications, the General Specifications and Supplemental Notices or Addenda, if any, and shall be read in conjunction with the Plans and all the other Contract Documents.

The Technical Specifications comprise of:

PART I : DPWH STANDARD SPECIFICATIONS FOR HIGHWAYS,
BRIDGES AND AIRPORTS, VOLUME II, 2013 EDITION and
DPWH STANDARD SPECIFICATIONS FOR PUBLIC WORKS
STRUCTURES, VOLUME III, 1995 EDITION

Pertinent notes appearing in the Contract Plans or Drawings shall also be considered as part and parcel of the Technical Specifications.

Any further amendments to the Technical Specifications and to any other Document, if necessary, will be furnished to the Contractors by means of Supplemental Notice or Addendum.

The DPWH Standard Specifications, Volume II, 2004 Edition, is composed of nine (9) parts, Part A, Part B, and up to Part I with each part (except for Part I), providing the specifications of work items belonging to a particular type of work or work grouping as follows:

PART A	-	Facilities for the Engineer
PART B	-	Other General Requirements
PART C	-	Earthwork
PART D	-	Subbase and Base Course
PART E	-	Surface Course
PART F	-	Bridge Construction (Not Applicable)
PART G	-	Drainage and Slope Protection Structures
PART H	-	Miscellaneous Structures

Part A – Facilities for the Engineer and Part B – Other General Requirements stipulate the general requirements of the Contract (Temporary works or facilities) for the proper execution and completion of the project that do not necessarily become an integral part of the completed project.

Part C to Part G provide the specifications of permanent works with each part covering the items belonging to the particular type of work that it represents. The specifications for permanent work items are generally presented under five (5) distinct sections as follows:

1. Description of Work;
2. Material Requirements;
3. Construction Requirements;
4. Method of Measurement; and
5. Basis of Payment

Part H – Miscellaneous Structures provides the specifications of permanent works regarding structures pertinent to highways, bridges and airport-runways that cannot be properly classified as belonging to any particular type of work as represented in Part C to Part G of the DPWH Standard Specifications.

The **Supplemental Specifications** shall consist of modifications and additions to the DPWH Standard Specifications (Volumes II), to adapt the latter to actual conditions and/or requirements relative to this project. Some of these modifications and additions may actually be of general application but in the absence of a supplemental specifications adopted by the DPWH, subsequent to the publication of the DPWH Standard Specifications, 2004 Edition, Volume II – Highways, Bridges and Airports and DPWH Standard Specifications for Public Works Structures, these **Supplemental Specifications** have been included in the Technical Specifications of this project.

The **Supplemental Specifications** for this project shall consist of modifications and additions to the DPWH Standard Specifications as follows:

- (1) Modifications in the specification of standard work items under Part A to Part I of the DPWH Standard Specifications 2004 Edition, Volume II – Highways, Bridges and Airports. These modifications are carried out without changing the “number” and “name” of each of such standard work items.
- (2) Specifications for additional items of work, respectively for Part A to Part H of the DPWH Standard Specifications.

The **Special Provisions** are indicated on the Technical Specifications and shall consist of specifications for work Items that are based on applicable Department Orders issued by the DPWH or work items that are not stated in the DPWH Standard Specifications but shall be used for the project.

The Item Number of the Special Provisions is distinguished by placing the symbol “SPL” before its designated Number.

For Specifications of other special items of work not included in Volume II of the Technical Specifications of this project, the corresponding standard specifications shall be deemed to apply:

- AASHTO Standard Specifications for Highway Bridges, Seventeenth Edition, 2003
- ASTM Standard Specifications

PART A FACILITIES FOR THE ENGINEER

A.1 Requirements

The following subsections on Offices and Laboratories for the Engineer of the DPWH Standard Specifications (2013 edition) is replaced and revised as follows:

A.1.1 Offices, Laboratories and Living Quarters for the Engineer

Modify this Sub-Section to read as follows:

1A.1.1(a) Provision of Field Office

1. Modify Sub-item No. 1 as follows:

During the period of construction, the Contractor shall provide and maintain field office and living quarters for the use of the Engineer and his staff in rented building(s) conforming to all the requirements and to the satisfaction of the Engineer.

The Contractor shall first seek the Engineer's approval of the building proposed to be rented before finalizing any rental agreement.

Living Quarters for the Engineer

The Project Proponent shall operate and maintain the Living Quarters for the Engineer and all utilities therein in good condition throughout the whole period.

The Contractor shall furnish as soon as the Engineer starts his mobilization on site, sufficient furniture, fixtures, equipment, appliances, and necessary supplies for use in the Living Quarters, with the Engineer's prior approval. All furniture, fixtures, appliances and equipment, consumables and other items shall be brand new when initially furnished and shall conform to those indicated and specified on the Drawings and/or Specifications under SCHEDULE B as to kind, grades, types and sizes or as determined by the Engineer.

All habitable rooms shall be properly insulated and shall be equipped with electric lights, air conditioning and/or mechanical ventilation, and the supporting facilities shall provide the necessary hot and cold water, sewer and electrical facilities, and all maintenance, all to the satisfaction of the Engineer. The Contractor shall pay for Electricity and water consumption costs.

Field Office

The Contractor shall Furnish, install, and maintain field offices and work sheds during entire construction period. The office shall be approved by the Engineer.

The Contractor shall furnish as soon as the Engineer starts his mobilization on site, sufficient furniture, fixtures, equipment, appliances, and necessary supplies for use in the Temporary Field Office, with the Engineer's prior approval. All furniture, fixtures, appliances and equipment, consumables and other items, for the use of the Engineer,

shall be brand new when initially furnished and shall conform to those indicated and specified on the Drawings and/or Specifications under SCHEDULE A and E as to kind, grades, types and sizes or as determined by the Engineer.

The unit of measurement for the provision of Engineer's Temporary Office shall be on a monthly basis.

2. Modify Sub-item No. 2 as follows:

All tests shall be carried out at an approved independent testing laboratory. The Contractor shall, if so approved, make all necessary arrangements for the supply and delivery of samples to, and collection of samples from such independent laboratory. Unless otherwise specified, the Contractor shall arrange for one copy of the independent testing laboratory test certificate to be delivered to the Engineer or its Representative not less than three (3) days before the materials covered by the relevant test certificate are incorporated into the Works, and the test certificate shall be related to the materials from which the samples were taken.

The Engineer shall define from the beginning of the Works, and in accordance with the specifications, all tests to be performed for each kind of materials and/or works, together with the corresponding frequencies to be used and amend or change such statement from time to time during the progress of work if deemed necessary.

3. Modify the text of this Sub-item with the following:

The telephone service shall have two separate direct landlines for the exclusive use of the Engineer and his staff. One of these connections shall be a dedicated facsimile service line and both shall have direct dial service available. In addition to telephone landline service, cellular phones shall be provided by the Contractor at no additional cost to the Employer for the whole duration of the Contract.

4. Modify the text of this Sub-item with the following:

The Contractor shall provide and maintain cellular phones of good quality, brand new, ready for use, complete with accessories including provision for pre-paid cards for the exclusive use of the Engineer.

The communication equipment shall be provided not later than thirty (30) calendar days after the receipt of the Notice to Proceed. If the Contractor fails to provide such equipment within the time stipulated, the Engineer shall be entitled to take such action as he may deem necessary, and charge all relevant expenses to the Contractor by deducting the amount from his billings.

The cellular phones will become the property of the Contractor at the end of the project.

5. Delete Sub-item No. 5 in its entirety.

6. This Sub-item is modified and supplemented as follows:

By way of maintenance, the Contractor shall provide all the necessary personnel specified under SCHEDULE D to maintain all the facilities in good operating condition, to adequately safeguard and secure the building, equipment and property day and night, and to take care of household help, all as directed and approved by the Engineer.

A.1.2 Vehicles for the Engineer

Modify the text of Sub-Section A.1.2 as follows:

a. Provision of Vehicle for the Engineer

The Contractor shall provide and deliver to the site, within thirty (30) calendar days upon receipt of Notice to Proceed, One (1) unit 2-WD pick-up type, double crew 2500cc displacement diesel for the exclusive use of the Engineer and his staff. The vehicle shall be at least 2013 model, with factory-installed air conditioner and car accessories accepted and approved by the Engineer.

The vehicle shall comply in all respects, with all relevant Philippine National or Local Laws, statutes and regulations, and shall be provided with comprehensive insurance, spare tire and wheel, and all standard tools for minor repair.

In case of major repair and/or breakdown of the service vehicles, the Contractor shall provide the equivalent substitute immediately.

Until the vehicle for the Engineer and his staff are provided within thirty (30) days, the Contractor shall provide temporary vehicle within three (3) days upon receipt of the NTP.

In case the Contractor fails to provide the transport vehicles within the stipulated time, the Engineer shall be entitled to provide such vehicles in a way he deems fit under the government regulations and charge the cost to the Contractor.

The vehicles may be used by the Engineer both on and off the site and outside the project area, both for business purposes during working hours and all reasonable recreational purposes.

Accordingly, when the assignments of the Engineer's personnel in connection with the execution of the Works have been completed, the vehicle shall be returned to the Contractor.

b. Driver of Vehicle for the Engineer

The vehicle shall be driven by a competent, qualified and experienced driver recruited and paid for by the Contractor, including overtime payments and the like. All such drivers shall be under the direct full-time control of the Engineer.

All drivers shall be:

- Properly licensed, with demonstrable previous experience in driving in and under conditions prevailing on a major civil engineering construction site;

able to read and write; available to work any hour on any day of the week; have the requisite flexibility to meet demands for their services at any time by the Engineer for any purpose under the Contract.

The Contractor shall manage and monitor the performance of drivers to ensure the provision and maintenance of drivers with a high level of skill and a demonstrated ability to drive efficiently and safely. Drivers not meeting these criteria shall be promptly replaced by the Contractor and/or when so directed by the Engineer.

c. **Operation and Maintenance of Vehicle**

The Contractor shall be solely responsible for all activities related to the operation and maintenance of the vehicle as well as its registration, provision of passes, access stickers and the like, and for providing fully comprehensive insurance until and including the date of issue of the Taking-Over Certificate; all costs thereof being at the Contractor's expense.

A.1.3 Assistance to the Engineer

No further instructions.

A.1.4 Photographs

This Sub-Section A.1.4 is modified and supplemented as follows:

The Contractor shall provide a photographic record of the Construction Work. Such photographs shall be taken before, during and after construction on the same angle of reference and as directed by the Engineer or under the following occasions or events:

- 1) When a portion of the work is difficult or impossible to inspect at the time of a particular operation, where a portion will be covered by backfill, or filling materials after completion and acceptance of the work by the Engineer.
- 2) When or where special or unusual features of the work or latent conditions on the site are present.

When taking photographs, the Contractor is required to observe that:

- 1) An Indicator, such as scale, pole or similar item shall be placed thereon to signify or illustrate the relative dimensions of the pictures.
- 2) Each picture shall be captioned and identified as to date, location, description of the work in progress or completed operation or activity or presence of unusual features.
- 3) Each picture shall be properly referenced, and with same angle as it was taken before, during and after construction.
- 4) The picture shall be clearly discernible in color having a dimension of not less than 12.5 cm x 9 cm (DPWH D.O. No. 55, Series of 1994).

All photographs shall be submitted at intervals of not less than one (1) month or as required, taken selectively by the Engineer, which represents the progress of the works.

The photographs selected by the Engineer, with copies furnished by the Contractor, shall be compiled in albums together with the jpeg electronic files and shall be arranged in consecutive order and in accordance with the construction program submitted to and approved by the Engineer. Each album shall show the name of the Project on the cover and shall contain a location map of the construction site.

All photographs retained by the Engineer shall become the property of the Owner. A set of photographs shall consist of ten (10) proof prints at five (5) copies each per month.

Add the following Sub-Section:

A.1.5 Schedule of Facilities for the Engineer

Please see schedules of facilities provided in the succeeding pages.

**PROVISIONS FOR FURNITURE, FIXTURES, EQUIPMENT AND APPLIANCES
FOR THE FIELD OFFICE FOR THE ENGINEER**

**Table A-1: SCHEDULE A - Furniture/Fixtures and Equipment/Appliances for the
Field Office**

A.1 Furniture and Fixtures

	Description	Unit	Quantity
1	Managerial Desk, 70 cm. x 150 cm. with right side cabinet	Each	2
2	Office Table, 70cm x 120 cm, with side table	Each	4
3	Executive chairs on rollers, padded with back and arm rest to match executive table	Each	2
4	Swivel Chair on rollers, padded with back and arm rest to match office tables	Each	4
5	Stacking chair, padded with backrest for visitors	Each	12
6	Conference Table w/ chairs, 6-seater	Set	1
7	Bookshelf, 5 layers/4 tier, boltless adjustable rack w/ slotted posts and laminated wooden shelves	Each	4
9	Steel Filing Cabinet, 4 drawers with lock and keys, fire resistant	Each	2

A.2 Equipment and Appliances

	Description	Unit	Quantity
1	Electronic calculator, scientific with at least 12-digit display	Each	4
2	Air Conditioning Unit, window-type with timer complete with standard accessories 1.0 Hp, 220V AC	Unit	4
3	Air Conditioning Unit, window type, 0.75 HP, 220V AC	Unit	2
4	Desktop Computers, Inter Core i5, 8GB memory, 1 TB 7200 SATA3, 24" LED monitor, 500 VA AVR, USB mouse, PS2 keyboard, Windows 10	Set	4
5	Laptop 13.3-inch IPS FHD, Inter Core i5-6200U, 4GB memory, 256 GB SSD, Windows 10	Unit	2
6	All-In-One Ink Tank System Wireless Printer, A4 size	Unit	1
7	Inkjet Printer, Original Ink Tank System, A3 size	Unit	1

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	Description	Unit	Quantity
8	Whiteboard, 4' x 5' on roller stand, reversible	Each	1
9	Digital Camera, point & shoot, w/ micro SD card and complete with standard accessories	Each	1
10	Electric Stand Fan, 16" diameter blade	Unit	2
11	Fire Extinguisher, 10 lbs.	Unit	2
12	Wall Clock	Unit	2
13	Water Dispenser, hot and cold, 20 L capacity	Unit	1

Table A-2: SCHEDULE B - Furniture/Fixtures and Equipment/Appliances for the Living Quarters

	Description	Unit	Quantity
1	Single bed, with foam mattress, pillows and beddings	Set	2
2	Double deck bed, with foam mattress, pillows and beddings	Set	2
3	Dining table, 6-seater	Set	1
4	Sofa set with Ottomans and Center Table	Unit	16
5	Air conditioning unit, window type 0.75 hp	Unit	2
6	Refrigerator, 8.5 cu. ft.	Each	1
7	LED TV 32"	Each	1
8	Washing machine, fully automatic, top load	Each	1
9	Gas stove with two (2) burner complete with hose, regulator and LPG tank	Unit	1
10	Electric stand fan, 16" diameter blade	Unit	2
11	Fire Extinguisher, 10lbs.	Unit	2
12	Wall Clock	Unit	2
13	Electric flat iron with temperature control and foldable ironing table with pad	Each	1
14	Hot and cold water dispenser	Each	1
15	Set of kitchen ware for at least 10 persons consisting of the following: spoons, forks, knives, cup & saucers, serving plates, place mats, ash trays, rice plates, pitchers, kitchen knives, bolos, casserole, frying pan, chopping board, kettle and canister	LS	1

PROVISIONS FOR INSPECTORS

Table A-3: SCHEDULE C - Inspectors and Survey Personnel

-- Not applicable --

**PROVISIONS FOR OPERATION/MAINTENANCE OF THE FIELD OFFICE
FOR THE ENGINEER**

Table A-4: SCHEDULE D - Operation/Maintenance of Field Office

Description	Quantity
a) Operation/Maintenance Staff	
Messenger / Utility Man	one (1)
Watchman / Security Guard	two (2)
Clerk Typist/Encoder	one (1)
c) Miscellaneous	
Water Bill	Entire project duration
Electric Bill	Entire project duration
Telephone Bill	Entire project duration

**PROVISIONS FOR FURNISHING SUPPLIES AND CONSUMABLE STORES
FOR THE FIELD OFFICE FOR THE ENGINEER**

Table A-5: SCHEDULE E- Supplies and Consumable Stores for Field Office

Description	Unit	Quantity
a) Office Supplies (to be provided only on the 1 st month)		
Stapler	Each	1
Staple Wire Remover	Each	1
Two (2) Hole Puncher	Each	1
Tape Dispenser	Each	2
Triangle, 30 x 60 x 12"	Each	1
Triangle, 45 x 45 x 12"	Each	1
Protractor, 360 x 18" dia.	Each	1
Triangular scale, Metric	Each	1
Incoming/Outgoing Table Tray	Each	1
Mechanical Pencil, Staedtler	Each	6
Waste Paper Bin	Each	6
Scissors	Each	2
First Aid Kit	Each	1
Stamp Pad w/ Ink	Set	1
Field Book	Piece	4
Record Book	Piece	2
Mechanical Pencil 0.5 mm	Each	2
Heavy Duty Cutter	Each	1

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Description	Unit	Quantity
b) Office Supply (Monthly)		
Printer Ink Refills	Set	2
Compact disk	Each	2
Bond Paper, A4 size	Ream	3
Bond Paper, A3 size	Ream	1
Yellow Pad Paper	Pad	4
Staedtler Pencil	Each	6
Ballpen	Each	12
Sign Pen	Each	6
Eraser, Staedtler	Each	6
Correction Fluid 15 ml	Each	2
Scotch Tape	Roll	1
Masking Tape	Roll	1
Magic Tape, 18 mm, 33 mm	Roll	1
Field Book	Piece	4
Staple Wire	Box	1
Paper Clip	Box	2
Brown Envelope, Long	Piece	15
Brown Envelope, Short	Piece	15
Expanding Envelope, Long	Piece	6
Folder, Long	Piece	15
Folder, Short	Piece	15
Fastener	Box	1
Ink Eraser	Each	3
Pencil Lead, 0.5 mm	Tube	3
Marker (Stabilo)	Piece	4
Paper Glue	Bottle	2
c) Consumable Stores (Monthly)		
Toilet Paper	Roll	6
Insect Spray (Baygon), 350 g.	Each	1
Toilet Deodorant	Each	2
Hand Soap	Each	4
Floor Mop/ Rug	Each	1
Replenishment of First Aid Kit	Lot	1
Broom	Each	2
Dust Pan	Each	1

A.2 Measurement and Payment

A.2.1 Measurement

Delete Sub-items 1 to 6 and substitute the following:

1. Lump sum items shall be provided for the following:
 - a. Provision of Furniture, Fixtures, Equipment and Appliances for the Field Office and Living quarters (Schedule A & B).
2. The following shall be paid on monthly basis:
 - a. Provision for Temporary Field Office for the Engineer on a rental basis during the construction period.
 - b. Provisions for cell cards for cellular phones for the Engineer;
 - c. Provision of Personnel for the Assistance to the Engineer.
3. Operation and maintenance of the temporary Field Office for the Engineer, including all supplies and consumable stores specified under SCHEDULES D and E will be paid for from the time the Engineer occupies the building until the final completion of the Contract. Payment shall be made on a monthly basis at the contract unit price shown in the Bill of Quantities.
4. The quantities for the provisions of communication system provided shall be the number of each type of required communication equipment and shall be paid per unit.
5. Operation and maintenance of vehicle for the Engineer as specified, will be paid for during the time which the Engineer is supplied with vehicle until the completion of the project. The unit of measurement to be paid shall be per vehicle-month.
6. The quantities for progress photographs shall be the number of photos taken and the number of each selected pictures provided as progress photographs. The unit of measurement to be paid shall be per set-month.

A.2.2 Payment

Add the following at the end of Sub-Section A.2.2

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
A.1.1(a)	Provide Temporary Field Office, for the Engineer	Month
A.1.1(d)	Provide Furniture, Fixtures, Equipment & Appliances for the Field Office (Schedule A & B)	Lump Sum

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Pay Item Number	Description	Unit of Measurement
A.1.1(f)	Operate and Maintain Engineer's Field Office. (Schedules D and E)	Month
A.1.1(g)	Provision of Communication Facility for the Engineer, Mobile Cellular Phone	Unit
A.1.1(h)	Provision of Cell cards for Cellular Phones for the Engineer	Month
A.1.2(a)	Provision of One (1) unit 2WD pick-up type, Double crew 2500cc Displacement diesel with factory with installed air conditioner and car accessories	Each
A.1.2(b)	Operation and Maintenance of One (1) unit 2WD pick-up type, Double crew 2500cc Displacement diesel with factory with installed air conditioner and car accessories	Vehicle-Month
A.1.4	Provision of Progress Photographs (Proof Prints and E-file)	Set-Month

