

BIDDING DOCUMENTS

For the

+ (NEGOTIATED PROCUREMENT OF)

**2-YEAR LEASE CONTRACT
FOR OFFICE SPACE**

TABLE OF CONTENTS

SECTION I. INVITATION TO SUBMIT PROPOSAL.....	3
SECTION II. INSTRUCTIONS TO BIDDERS.....	8
SECTION III. BID DATA SHEET	22
SECTION IV. GENERAL CONDITIONS OF CONTRACT	23
SECTION V. SPECIAL CONDITIONS OF CONTRACT	33
SECTION VI. SCHEDULE OF REQUIREMENTS.....	34
SECTION VII. TECHNICAL SPECIFICATIONS.....	35
SECTION VIII. FORMS	41

Section I. Invitation to Submit Proposal

INVITATION TO SUBMIT PROPOSAL

Two (2) YEAR LEASE CONTRACT OF OFFICE SPACE

1. The *Reform Support Unit, Education & Literacy Department* is in need of **Office Space for Rental**, subject to the following:

I. OFFICE SPACE

SPECIFICATIONS A. Location

and Site Condition

1. **Accessibility.** The property is required in the city of Karachi preferably in the Shara-e-Faisal, Clifton / Defence Areas. The property must be accessible to the main thoroughfare by public transport and be within ten kilometers radius of Sindh Secretariat at a safe and secure premises.
2. **Topography and Drainage.** It must have an adequate and properly installed drainage system and not located in a flood prone area.
3. **Parking Space.** The property must have a designated parking space available for the agency vehicles and those of its employees and visitors (total 20 parking spaces for four wheeler and at least 20 two wheelers) within or outside the building.
4. **Economic Potential.** The property must be located in a commercial or business district and/or classified as mixed use (office, commercial, business).

B. Neighborhood

Data

1. **Prevailing Rental Rate.** Property's rental rate must not be more than PKR 115.00 per square feet (inclusive of all facilities i.e. parking, maintenance etc.), per month exclusive of local indirect taxes but inclusive of common area maintenance charges.
2. **Sanitation and Health Condition.** The property must be located in a sanitary and healthy environment. It must have proper garbage facilities and complies with the health and sanitation standard as set forth by Karachi Building Control Authority (KBCA).
3. **Adverse Influence.** The property must be free from informal settlers.
4. **Property Utilization.** The property's highest and best use is for an office building.
5. **Banking/Postal/Telecommunication.** The property must have adequate telecommunication lines. Banks and financial institutions that offer ATM services should likewise be within close proximity.
8. **Other Services.** The property must be accessible to government and health service centers.

C. Real Estate

1. **Structural Condition.** The building is designed in compliance with the Building Code set forth by KBCA.
2. **Functionality.**
 - a. **Space Requirements.** The building's leasable spaces must be adequate for the RSU's area requirement of 7000 to 10000 sq. feet. An open office space **OR** a fully furnished space with at least 1 committee room and six offices for different sections and open space for work stations in place.
 - b. **Module.** The Leased Premises shall be handed over with the following minimum specifications:
 - Standard fire protection system
 - c. **Room Arrangement.** The building office layout must be aligned with the RSU's office requirements.
 - d. **Light and Ventilation.** The building's common areas must have proper lighting and ventilation system
3. **Facilities.** The building must have the following facilities/amenities:
 - a. Main meter and/or sub-meter for electrical and water supply exclusively for the use of the RSU, there should be provision for 24hours electricity supply with 100% power backup;
 - b. Sufficient electrical fixtures, lighting fixtures and convenience outlets. There should also be provisions for electrical system (single phase and three phases) for the air-conditioning units and other office equipment to be installed;
 - c. Sufficient supply of water within the building for all the tenants;
 - d. Fire alarm/detection system, fire/emergency exits, as provided by laws;

- e. Electrical Facilities/Requirements:
 - i. All electrical fixtures, convenience outlets, switches and telephone jacks / terminals shall be in good working condition;
 - ii. All electrical components within the building shall meet the electric load requirements provided for by RSU;
- f. RSU should be allowed to demolish/chip portion of walls and floors or the installation of A/C units and other equipment; and
- g. The building must have a security system in place.
- h. There must be adequate separate toilet facility for gents and ladies.

4. IT Requirements

The building must have the following:

- a. Provision of space for the installation of horizontal and vertical network cabling (structured cabling infrastructure);
- b. RSU should be allowed to demolish/chip portion of walls and floors and ceilings for the installation of data cables;
- c. There should be ample provision for communication lines / system requirements (e.g. riser, piping, etc.); and
- d. Access to the building/electrical room/main distribution frame for any IT troubleshooting.

5. Other Requirements. The building must have/be:

- a. Overall façade and architectural design appropriate for an office building;
- b. Provision for agency signage; and
- c. Properly maintained.

D. Free Services

- a. Provision of free parking space for the agency, employee and visitors' vehicles;
- b. Owner shall undertake annual maintenance (civil, electrical, mechanical, plumbing including consumable etc.) / repair of the premises no additional charges shall be paid for the same; and
- c. Any other services that the bidder may offer.

II. QUALIFICATION

The Lessor must be a reputable owner of the real estate being leased.

III. DURATION OF THE CONTRACT

The Lease Term shall be for a period of two (2) years commencing on April 1, 2015. The annual increase shall not be more than 10% of the preceding year's lease rate, subject to six (3) months prior written notification.

The Lease may be renewed for another term with the same terms and conditions of the prevailing lease, except for rent, which shall be based on Fair Market Value at the time of negotiations.

IV. APPROVED BUDGET OF THE CONTRACT

There is no limitation of approved budget.

V. HAND-OVER DATE AND CONDITION

The winning bidder shall construct/improve the office space as may be agreed and shall make available said office by 1st April 2015.

The winning bidder shall allow RSU to transfer/move the office equipment, furniture and other paraphernalia starting 1st April 2015 and allow further renovation as may be agreed upon.

The RSU shall occupy the Leased Premises on 1st April 2015.

VI. ALTERATIONS

The RSU, subject to Lessor's approval, shall have the right to make alterations or minor decorations within the leased premises and employ its own contractors. RSU acknowledges that such alterations and decorations shall comply with the Fit-Out Construction Guidelines and Tenancy Manual of the Lessor.

VII. NAMING AND SIGNAGE

RSU shall be allowed to erect or put up appropriate signage. RSU acknowledges that all signage locations and plans are subject to final approval of Lessor, whose approval should be issued within a reasonable period of time.

VIII. MODE OF PROCUREMENT

The mode of procurement shall be through negotiated procurement, particularly lease of real property, as provided under Section 53 of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

IX. CRITERIA FOR EVALUATION

The bidder shall be evaluated in accordance with the Guidelines for Lease of Privately-Owned Real Estate (Appendix A of the IRR of RA 9184).

X. PAYMENT

a. Bi Annual Payment

An Annual payment of advance rent shall be made seven (15) working days from receipt of the billing statement.

b. Advance Rent

Upon signing the Contract of Lease or start of construction/renovation, whichever comes first, the RSU shall pay an amount equivalent to a maximum of eleven (11) months' rent of the first year of the Lease Term. The payment shall serve as an advance rent payment applicable to the first eleven (11) months of the lease term.

- c. Security Deposit
There shall be no security deposit, the rental agreement however may be renewed two months prior to the expiry of the contract.
 - d. Other agreed Fees payable prior to the start of the construction/improvement period.
2. The *RSU* now invites legally, technically, and financially capable Space Owners for Two Years Office Rental Contract.
 3. This procurement is restricted to Pakistani citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Pakistan, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Pakistani citizens.
 4. The *RSU* shall negotiate only to the bidder with the Lowest Calculated Bid (LCB). If the negotiation succeeds, the bidder with LCB shall advance to the post qualification stage in order to finally determine responsiveness of the bid to technical and financial requirements of the project. The contract shall then be awarded to the Lowest Calculated and Responsive Bid (LCRB) who was determined as such during the post-qualification procedure.
 5. The *RSU* reserves the right to accept or reject any proposal, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
 6. Proposals must be delivered in a sealed envelope on or before 25th March, 2015 11:30 A.M. The opening and preliminary evaluation of bids will follow at 2:00P.M.

Please address it to:

Ms. Saba Mahmood
Chief Program Manager, Reform Support Unit
Education & Literacy Department
Government of Sindh

7. For further information, please refer to:

Mr. Shafiullah Bughio, Procurement Specialist or Mr.
Sikander Mangi, Support Officer Procurement
Reform Support Unit, Education and Literacy,
Department, Governemnt of Sindh
Telephone number: (92) (21) 99216421
Email Address: shafiullahbug@gmail.com and
sikandermangi@gmail.com

Section II. Instructions to Bidders

TABLE OF CONTENTS

A. GENERAL.....	9
1. Scope of Bid.....	9
2. Source of Funds.....	9
3. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	9
4. Conflict of Interest.....	10
5. Eligible Bidders.....	11
6. Bidder's Responsibilities.....	12
7. Subcontracts.....	13
B. CONTENTS OF BIDDING DOCUMENTS.....	13
8. Clarification and Amendment of Bidding Documents.....	13
C. PREPARATION OF BIDS.....	14
9. Language of Bid.....	14
10. Documents Comprising the Bid: Eligibility and Technical Components.....	14
11. Documents Comprising the Bid: Financial Component.....	14
12. Alternative Bids.....	14
13. Bid Prices.....	15
14. Bid Currencies.....	15
15. Bid Validity.....	15
15. Format, Signing and Sealing of Bids.....	15
D. SUBMISSION AND OPENING OF BIDS.....	16
17. Deadline for Submission of Bids.....	16
18. Late Bids.....	16
19. Modification and Withdrawal of Bids.....	16
20. Opening and Preliminary Examination of Bids.....	16
E. EVALUATION AND COMPARISON OF BIDS.....	17
21. Process to be Confidential.....	17
22. Clarification of Bids.....	18
23. Detailed Evaluation and Comparison of Bids.....	18
24. Post-Qualification.....	18
25. Reservation Clause.....	19
F. AWARD OF CONTRACT.....	20
27. Contract Award.....	20
28. Signing of the Contract.....	21
29. Notice to Proceed.....	21

A. General

1. Scope of Bid

- 1.1. The procuring entity named in the **BDS** (hereinafter referred to as the "Procuring Entity") wishes to receive bids for provision of rental premises as described in Section VII. Technical Specifications (hereinafter referred to as the "Rental Space").
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in ITB Clause 2

2. Source of Funds

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

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the BDS, the Procuring Entity as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

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

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

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

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

4. Conflict of Interest

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

(a) A Bidder has controlling shareholders in common with another Bidder;

(b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

(c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;

(d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity

regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;

- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
 - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Rental Space and related services that are the subject of the bid.
- 4.2 The Bidder should not be related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
 - (b) If the Bidder is a partnership, to all its officers and members;
 - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
 - (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

5. Eligible Bidders

- 5.1 The following persons shall be eligible to participate in this bidding:
- (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, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
 - (e) Persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).

- 5.2 Foreign bidders may be eligible to participate when any of the following circumstances exist:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines; or
 - (c) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3 Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.

6. Bidder's Responsibilities

- 6.1 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII.
- 6.2 The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under ITB Clause 8.3.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
 - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
 - (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
 - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
 - (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
 - (j) Complying with existing labor laws and standards, in the case of procurement of services.

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

- 6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or

documentation required in the Bidding Documents shall result in the rejection of the bid and the disqualification of the Bidder.

- 6.4 It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5 The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.
- 6.6 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.7 Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

7. Subcontracts

Subcontracting of this project is not allowed.

B. Contents of Bidding Documents

8. Clarification and Amendment of Bidding Documents

- 8.1 Bidders may request for clarification on any part of the Bidding Documents for an interpretation. Such request must be in writing and submitted to the RSU BAC at the address indicated in the Invitation to Bid at least three (3) calendar days before the deadline set for the submission and receipt of bids.
- 8.2 Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than four (4) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 8.3 Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 18.

C. Preparation of Bids

9. Language of Bid

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

(a) Eligibility Documents –

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration;
- (ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) If applicable, the JVA in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

(b) Technical Documents –

- (i) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (ii) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.

11. Documents Comprising the Bid: Financial Component

11.1 The financial component of the bid shall contain the Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedule.

11.2 Bids that exceed the ABC shall be rejected.

11.3 Bidding Documents are obtainable free of charge at RSU website.

12. Alternative Bids

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

13. Bid Prices

- 13.1 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 20.

14. Bid Currencies

Prices shall be quoted in Philippine Pesos.

15. Bid Validity

- 15.1 Bids shall remain valid Thirty (30) calendar days from the date of the opening of bids.
- 15.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

16. Format, Signing and Sealing of Bids

- 16.1 Bidders shall submit their bids through their duly authorized representative on or before the deadline specified in the **ITB** Clauses 17 in two (2) copies (one original and one photocopy), each in separate sealed bid envelope. Unless otherwise indicated in the **BDS**, it shall contain the technical component of the bid, the eligibility requirements under **ITB** Clause 10.1, and the financial component of the bid.
- 16.2 In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.3 The bid, except for un-amended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 16.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.
- 16.5 All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity's BAC;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 20.
- 16.6 If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

D. Submission and Opening of Bids

17. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address: RSU, NEDA sa QC, EDSA, Diliman, Quezon City on or before 16 September 2014, 10:00 A.M at the latest.

18. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 17, shall be declared "Late" and shall not be accepted by the Procuring Entity.

19. Modification and Withdrawal of Bids

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

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

19.3 Bids requested to be withdrawn in accordance with **ITB** Clause 19.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

19.4 Bid price cannot be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

19.5 During the negotiation process, deliverables may be modified to better suit the needs of the procuring entity or to determine the bidder who can make an offer most responsive to the specifications stated in **Section VII**.

20. Opening and Preliminary Examination of Bids

20.1 The date and time of bid opening is September 16, 2014, 3:00 P.M. at the RSU, NEDA sa QC, EDSA, Diliman, Quezon City.

20.2 BAC shall open the bid envelopes of Bidders in public to determine each Bidder's compliance with the documentary requirements of this procurement

process. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said bid as "passed" and shall immediately be considered for evaluation and comparison.

- 20.3 The letters of withdrawal shall be read out and recorded during bid opening, and the envelop containing the corresponding withdrawal bid shall be returned to the Bidder unopened. If the withdrawing Bidders' representatives is in attendance, the original bid and all copies thereof shall be returned during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 20.4 In the case of an eligible foreign Bidder as described in ITB Clause 5, the Class "A" Documents described in ITB Clause 10.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 20.5 Each partner of a joint venture agreement shall likewise submit the requirements in ITB Clauses 10.1(a)(i) and 10.1(a)(iii).
- 20.6 A Bidder determined as "failed" has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned.

Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.

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

E. Evaluation and Comparison of Bids

21 Process to be Confidential

- 21.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 22.

- 21.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

22. Clarification of Bids

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

23. Detailed Evaluation and Comparison of Bids

- 23.1 The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB Clause 20** in order to determine the Lowest Calculated Bid.
- 23.2 The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid (LCB).
- 23.3 The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria.
- 23.4 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall be rejected.
- 23.5 The Procuring Entity's evaluation of bids to determine the LC B shall only be based on the bid price quoted of bidders.
- 23.6 All bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties.

24. Post-Qualification

- 24.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB Clauses 5, 10 and 11** and Philippine Government Procurement Policy Board (GPPB) Implementing Guidelines for Lease of Privately-Owned Real Estate and Venue as approved in GPPB Resolution No. 08-2009.
- 24.2 Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:

- (a) Tax clearance per Executive Order 398, Series of 2005;
- (b) Latest income and business tax returns in the form specified in the **BDS**;
- (c) Certificate of PhilGEPS Registration; and
- (d) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

24.3 The determination shall be based upon the following:

- (a) an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 10 and 11, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- (b) Result of evaluation and rating based on the Philippine Government Procurement Policy Board (GPPB) Implementing Guidelines for Lease of Privately-Owned Real Estate and Venue as approved in GPPB Resolution No. 08-2009

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

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

24.6 Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation.

25. Reservation Clause

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

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

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
 - (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

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

- (a) No bids are received;
- (b) All prospective bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

26. Contract Award

- 26.1 Subject to ITB Clause 24, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 26.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 26.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;
 - (b) Signing of the contract as provided in **ITB** Clause 27; and
 - (c) Approval by higher authority, if required.
- 26.4 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of Rental Space originally specified in Section VI. Schedule of Requirements.

27. Signing of the Contract

- 27.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 27.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall sign and date the contract and return it to the Procuring Entity.
- 27.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 27.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted; and
 - (d) Notice of Award of Contract.

28. Notice to Proceed

- 28.1 Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.
- 28.2 The contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.	The Procuring Entity is <i>Philippine National Volunteer Service Coordinating Agency</i>
1.2	The lot and reference is: <i>THREE (3) YEAR LEASE CONTRACT FOR OFFICE SPACE</i>
2	The Funding Source is: The Government of the Philippines (GOP) through <i>General Appropriations (GAA) of 2015</i> in the amount of <i>Three Million Four Hundred Three Thousand Pesos (PhP3,403,000.00)</i> for the first year and 2014 GAA in the amount of <i>One Million Four Hundred Eighty-Five Thousand Pesos (PhP1,485,000.00)</i> for the payments of advance rent and security deposit, <i>inclusive of government taxes and charges.</i>
8.1	The Procuring Entity's address is: Philippine National Volunteer Service Coordinating Agency NEDA sa QC, EDSA, Diliman, Quezon City
10.1 and 11.1	At the Opening of Bid, Bidders are required to submit their proposal that includes the following: Technical Specification, which includes among others the Floor Plan, description, location and area in square meter of building/facility being offered;
13	Other documentary requirements may be submitted at the same time with documentary requirements stated in ITB Clause 24.2 for Post Qualification purposes.

Section IV. General Conditions of Contract

TABLE OF CONTENTS

1. DEFINITIONS	24
2. CORRUPT, FRAUDULENT, COLLUSIVE AND COERCIVE PRACTICES	24
3. INSPECTION AND AUDIT BY THE FUNDING SOURCE	26
4. GOVERNING LAW AND LANGUAGE	26
5. NOTICES	26
6. SCOPE OF CONTRACT	26
7. SUBCONTRACTING	26
8. PROCURING ENTITY'S RESPONSIBILITIES	26
9. PRICES	27
10. PAYMENT	27
11. DEPOSIT	27
12. TAXES AND DUTIES	27
13. WARRANTY	27
14. USE OF CONTRACT DOCUMENTS AND INFORMATION	28
15. INSPECTION AND TESTS	28
16. DELAYS IN THE SUPPLIER'S PERFORMANCE	28
17. LIQUIDATED DAMAGES	28
18. SETTLEMENT OF DISPUTES	29
19. LIABILITY OF THE SUPPLIER	29
20. FORCE MAJEURE	29
21. TERMINATION FOR DEFAULT	30
22. TERMINATION FOR INSOLVENCY	30
23. TERMINATION FOR CONVENIENCE	31
24. TERMINATION FOR UNLAWFUL ACTS	31
25. PROCEDURES FOR TERMINATION OF CONTRACTS	31
26. ASSIGNMENT OF RIGHTS	32
27. CONTRACT AMENDMENT	32
28. APPLICATION	32

1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Rental Space" means all of the facility(ies), supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Rental Space, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" mean the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Rental Space, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Rental Space and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1 The Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

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

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

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

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

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

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

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

5. Notices

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

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

6. Scope of Contract

6.1 The RENTAL SPACE and Related Services to be provided shall be as specified in

Section VI. Schedule of Requirements.

6.2 This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein.

7. Subcontracting

Subcontracting is not allowed.

8. Procuring Entity's Responsibilities

8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

Prices shall not vary from the prices quoted by the Bidder in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 27.

10. Payment

10.1 The supplier's request(s) for payment shall be made to the Procuring Entity in writing. Payments shall be made promptly by the Procuring Entity, and in no case later than seven (15) working days after submission of an invoice or claim by the Supplier.

10.2 The currency in which payment is made to the Supplier under this contract shall be in Philippine Pesos.

11. Deposit

11.1 Upon signing of the Contract of Lease, RSU shall deposit an amount equivalent to a maximum of three (3) months' rent of the first year of the Lease Term. The payment shall serve as an advance rent payment applicable to the first three (3) months of the lease term.

11.2 Upon signing of the Contract of Lease, the RSU shall pay a maximum of three (3) months' rent equivalent to the last three (3) months of the Lease Term. The amount shall be refundable without interest sixty (60) days after the end of the Lease Term.

11.3 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Warranty

13.1 The Supplier warrants that the Rental Space supplied under the Contract are in good condition and in accordance to the final agreement made after the negotiation.

13.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Rental Space or parts thereof, without cost to the Procuring Entity.

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

14. Use of Contract Documents and Information

- 14.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2 Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Inspection and Tests

- 15.1 The Procuring Entity or its representative shall have the right to inspect the Rental Space to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 15.2 The Procuring Entity may reject any Rental Space or any part thereof that do not conform to the specifications. The Supplier shall either rectify or replace such rejected Portion of Rental Space or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.

16. Delays in the Supplier's Performance

- 16.1 Delivery of the Rental Space and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 16.2 If at any time during the performance of this Contract, the Supplier should encounter conditions impeding timely delivery of the Rental Space and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 20, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 16.3 Except as provided under GCC Clause 20, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 17, unless an extension of time is agreed upon pursuant to GCC Clause 27 without the application of liquidated damages.

17. Liquidated Damages

Subject to GCC Clauses 16 and 20, if the Supplier fails to satisfactorily deliver any or all of the Rental Space and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity

shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 21, without prejudice to other courses of action and remedies open to it.

18. Settlement of Disputes

- 18.1 If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 18.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 18.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Rental Space under this Contract.
- 18.4 In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 18.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

19. Liability of the Supplier

- 19.1 The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines.
- 19.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

20. Force Majeure

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

- 20.2 For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.
- 20.3 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

21. Termination for Default

- 21.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the agreed services within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the services, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 21.2 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 21 to 24, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Rental Space or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Rental Space or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 21.3 In case the delay in the delivery of the Rental Space and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

22. Termination for Insolvency

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

23. Termination for Convenience

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

24. Termination for Unlawful Acts

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

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1;
- (b) Drawing up or using forged documents; and
- (c) Any other act analogous to the foregoing.

25. Procedures for Termination of Contracts

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;

- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

26. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

27. Contract Amendment

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

28. Application

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1. (g)	The Procuring Entity is the Reform Support Unit, Education and Literacy, Department
1.1(i)	The Supplier is _____.
1.1(j)	The Funding Source is: Funding from the World Bank in favor of Government of Sindh for Sindh Global Partnership for Education (S-GPE).
1.1(k)	The Project Site is To be the address of the space provided by the bidder
5.1	The Procuring Entity's address for Notices is: Saba Mahmood Chief Program Manager Reform Support Unit The Supplier's address for Notices is: (to be filled after the issuance of Notice of Award)
13.2	The period for correction of agreed defect(s)/deficiency(ies) in the warranty period shall not be longer than 15 days for minor defect/s and 45 days for major defect.
15.1	The inspections and tests that will be conducted are: Ocular Inspection of the Office Space.
17	The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.

18.4	<p>In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with</p> <ol style="list-style-type: none"> <li data-bbox="422 287 1410 447">2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. <li data-bbox="422 539 1410 665">3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. <li data-bbox="422 769 1410 1859">4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of: <ol style="list-style-type: none"> <li data-bbox="486 1193 1410 1320">(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or <li data-bbox="486 1412 1410 1503">(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or <li data-bbox="486 1595 1410 1687">(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or <li data-bbox="486 1779 1410 1859">(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract
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Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Two (2) Year Contract of Lease for Office Space	1 lot	1 lot	April 1, 2015 to March 31, 2017

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance (state Comply or Not Comply)
	1 LOT THREE (3) YEAR CONTRACT OF LEASE FOR	
I. 1	<p>OFFICE SPACE SPECIFICATIONS</p> <p>A building/property with the following technical specifications:</p> <p>A. Location and Site Condition</p> <ol style="list-style-type: none"> 1. Accessibility. The property is required in the city of Karachi preferably in the Shara-e-Faisal, Clifton / Defence Areas. The property must be accessible to the main thoroughfare by public transport and be within ten kilometers radius of Sindh Secretariat at a safe and secure premises. 2. Topography and Drainage. It must have an adequate and properly installed drainage system and not located in a flood prone area. 3. Parking Space. The property must have a designated parking space available for the agency vehicles and those of its employees and visitors (total 20 parking spaces for four wheeler and at least 20 two wheelers) within or outside the building. 4. Economic Potential. The property must be located in a commercial or business district and/or classified as mixed use (office, commercial, business). 	
	<p>B. Neighborhood Data</p> <ol style="list-style-type: none"> 1. Prevailing Rental Rate. Property's rental rate must not be more than PKR 115.00 per square feet (inclusive of all facilities i.e. parking, maintenance etc.), per month exclusive of local indirect taxes but inclusive of common area maintenance charges. 	

	<ol style="list-style-type: none"> 2. Sanitation and Health Condition. The property must be located in a sanitary and healthy environment. It must have proper garbage facilities and complies with the health and sanitation standard as set forth by Karachi Building Control Authority (KBCA). 3. Adverse Influence. The property must be free from informal settlers. 4. Property Utilization. The property's highest and best use is for an office building. 5. Banking/Postal/Telecommunication. The property must have adequate telecommunication lines. Banks and financial institutions that offer ATM services should likewise be within close proximity. 8. Other Services. The property must be accessible to government and health service centers. 	
	<p>C. Real Estate</p> <ol style="list-style-type: none"> 1. Structural Condition. The building is designed in compliance with the Building Code set forth by KBCA. 2. Functionality. <ol style="list-style-type: none"> a. Space Requirements. The building's leasable spaces must be adequate for the RSU's area requirement of 7000 to 10000 sq. feet. An open office space OR a fully furnished space with at least 1 committee room and six offices for different sections and open space for work stations in place. b. Module. The Leased Premises shall be handed over with the following minimum specifications: Standard fire protection system c. Room Arrangement. The building office layout must be aligned with the RSU's office requirements. d. Light and Ventilation. The building's common areas must have proper lighting and ventilation system 	

3. Facilities. The building must have the following facilities/amenities:

- a. Main meter and/or sub-meter for electrical and water supply exclusively for the use of the RSU, there should be provision for 24hours electricity supply with 100% power backup;
- b. Sufficient electrical fixtures, lighting fixtures and convenience outlets. There should also be provisions for electrical system (single phase and three phases) for the air-conditioning units and other office equipment to be installed;
- c. Sufficient supply of water within the building for all the tenants;
- d. Fire alarm/detection system, fire/emergency exits, as provided by laws;
- e. Electrical Facilities/Requirements:
 - i. All electrical fixtures, convenience outlets, switches and telephone jacks / terminals shall be in good working condition;
 - ii. All electrical components within the building shall meet the electric load requirements provided for by RSU;
- f. RSU should be allowed to demolish/chip portion of walls and floors or the installation of A/C units and other equipment; and
- g. The building must have a security system in place.
- h. There must be adequate separate toilet facility for gents and ladies.

4. IT Requirements

The building must have the following:

- a. Provision of space for the installation of horizontal and vertical network cabling (structured cabling infrastructure);
- b. RSU should be allowed to demolish/chip portion of walls and floors and ceilings for the installation of data cables;
- c. There should be ample provision for communication lines / system requirements (e.g. riser, piping, etc.); and
- d. Access to the building/electrical room/main distribution frame for any IT troubleshooting.

5. Other Requirements. The building must have/be:

- a. Overall façade and architectural design appropriate for an office building;
- b. Provision for agency signage; and
- c. Properly maintained.

	<p>D. Free Services</p> <p>a. Provision of free parking space for the agency, employee and visitors' vehicles;</p> <p>b. Owner shall undertake annual maintenance (civil, electrical, mechanical, plumbing including consumable etc.) / repair of the premises no additional charges shall be paid for the same; and</p> <p>c. Any other services that the bidder may offer.</p>	
<p>II.</p>	<p>QUALIFICATION</p> <p>The Lessor must be a reputable owner of the real estate being leased.</p>	

<p>III.</p>	<p>DURATION OF THE CONTRACT</p> <p>The Lease Term shall be for a period of two (2) years commencing on April 1, 2015. The annual increase shall not be more than 10% of the preceding year's lease rate, subject to two (2) months prior written notification.</p> <p>The Lease may be renewed for another term with the same terms and conditions of the prevailing lease, except for rent, which shall be based on Fair Market Value at the time of the negotiations. Fair Market Value shall be defined as the prevailing rate for rent and escalation at the comparable spaces (both size and quality) in office buildings in the area.</p>	
<p>IV.</p>	<p>HAND-OVER DATE</p> <p>The winning bidder shall construct/improve the office space as may be agreed and shall make available said office by 1 April 2015.</p> <p>The winning bidder shall allow RSU to transfer/move the office equipment, furniture starting 1 April 2015 and allow further renovation as may be agreed upon.</p> <p>The RSU shall occupy the Leased Premises on 1 April 2015.</p>	
<p>V.</p>	<p>ALTERATIONS</p> <p>The RSU, subject to Lessor's approval, shall have the right to make alterations or minor decorations within the leased premises and employ its own contractors. RSU acknowledges that such alterations and decorations shall comply with the Fit-Out Construction Guidelines and Tenancy Manual of the Lessor</p>	
<p>VI.</p>	<p>NAMING AND SIGNAGE</p> <p>RSU shall be allowed to erect or put up appropriate signage. RSU acknowledges that all signage locations and plans are subject to final approval of Lessor, whose approval should be issued within a reasonable period of time.</p>	

<p>VII.</p>	<p>PAYMENT</p> <p>a. Bi Annual Payment</p> <p>An Annual payment of advance rent shall be made seven (15) working days from receipt of the billing statement.</p> <p>b. Advance Rent</p> <p>Upon signing the Contract of Lease or start of construction/renovation, whichever comes first, the RSU shall pay an amount equivalent to a maximum of eleven (11) months' rent of the first year of the Lease Term. The payment shall serve as an advance rent payment applicable to the first eleven (11) months of the lease term.</p> <p>c. Security Deposit</p> <p>There shall be no security deposit, the rental agreement however may be renewed two months prior to the expiry of the contract.</p> <p>d. Other Fees payable prior to the start of the construction/improvement period.</p>	
<p>VIII.</p>	<p>OTHER PROVISIONS THAT SHALL BE INCLUDED IN THE CONTRACT</p> <p>a. The lessor shall apply pest control and rodent control on all areas occupied by RSU at least once every six (6) months.</p> <p>b. The lessor shall undertake major repairs and maintenance of the premises, civil, electrical, sanitary, and mechanical equipment/system/components and other natural or man-made calamities. Please take note that expenses for the aforementioned shall be shouldered by the owner/administrator of the building.</p> <p>c. Future renovations and partitioning shall only be done with the Lessor's consent.</p> <p>d. Any removable structures installed by RSU may be removed if the office space is vacated.</p>	

Section VIII. Bidding Form

Contract Agreement Form

THIS AGREEMENT made the day of 20 _____ between *[name of ROCURING ENTITY]* of the Philippines (hereinafter called "the Entity") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain Rental Space and ancillary services, viz., *[brief description of Rental Space and services]* and has accepted a Bid by the Supplier for the supply of those Rental Space and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the Rental Space and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the Rental Space and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the
Entity) Signed, sealed, delivered by _____
the _____ (for the
Supplier)