INVITATION TO BID
001/2022/PHL/21/02/JPN
DETAILED DESIGN, CONSTRUCTION AND TURN-OVER OF THE DIGITAL TRANSFORMATION CENTER – INNOVATION HUB IN MABALACAT, PAMPANGA

RESPONSES TO BE RECEIVED BY 21/10/2022 5:00 PM, PHILIPPINE STANDARD TIME
Sustainable Procurement (SP) integrates requirements, specifications and criteria that are compatible and in favor of the protection of the environment, social progress and in support of economic development, namely by seeking resource efficiency, improving the quality of products and services, and ultimately optimizing costs as well (as defined by the HLCM Procurement Network).

Sustainable Procurement contributes to the achievement of all United Nations Sustainable Development Goals (SDGs), in particular SDG 12 – Sustainable consumption, Target 12.7 – Sustainable public procurement practices.

This tender meets the United Nations requirements to be considered sustainable. It incorporates at least 3 sustainability considerations (one for each pillar of sustainable development – environmental, social and economic), in accordance with the HLCM Procurement Network's Sustainable Procurement Working Group – Sustainability Indicators Framework.

To learn more about which sustainable considerations are included in this tender, please see below for a specific description.

<table>
<thead>
<tr>
<th>Pillar</th>
<th>Environment considerations</th>
<th>Social inclusion of persons with disabilities. The requirement has been reviewed and potentially adapted to ensure accessibility for persons with disabilities.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Climate change mitigation and adaptation. Requirement to use low-carbon/energy-efficient technologies, minimum energy performance, and low power mode equipment</td>
<td>Local communities MSMEs and supplier diversity. Reserved minimum portion of contracted labour opportunities for local communities.</td>
</tr>
</tbody>
</table>

DISCLAIMER

By answering this tender, you consent to the processing of your personal data, including any future update, by the ILO for the purpose of this tender. The ILO applies a data protection policy in conformity with international standards. Should you have any requests for information, please contact pert@ilo.org indicating “Personal Data Protection – 001/2022/PHL/21/02/JPN” in the subject.
Subject: DETAILED DESIGN, CONSTRUCTION AND TURN-OVER OF THE DIGITAL TRANSFORMATION CENTER – INNOVATION HUB IN MABALACAT, PAMPANGA

Invitation to Bid (ITB) N°: 001/2022/PHL/21/02/JPN

Date: Wednesday, 21 September 2022

Dear Sir/Madam,

The International Labour Office (hereinafter the “ILO”) is pleased to invite your company to submit a Bid for the DETAILED DESIGN, CONSTRUCTION AND TURN-OVER OF THE DIGITAL TRANSFORMATION CENTER – INNOVATION HUB IN MABALACAT, PAMPANGA and as further described in Annex I.

To enable you to submit a Bid, please find enclosed in the list of files for this ITB:

- Annex I Introduction to the Project and Scope of Work
- Annex II-A Acknowledgment of Receipt
- Annex II-B Certification to be submitted by a Bidder in an ILO Competitive Bidding Procedure
- Annex II-C Bidder’s Information Form
- Annex II-D Recent References
- Annex II-E Price Submission Form
- Annex II-F Bill of Quantities
- Annex II-G List of Personnel
- Annex II-H List of Materials
- Annex II-I General and Detailed Work Plan
- Annex II-J Vendor Registration/Bank Account Information Form
- Annex III ILO Construction Contract
- Annex IV Scope of Works and Specifications
- Annex V Plans and Drawings

Your Bid must be received by the ILO no later than Friday, 21 October 2022 COB. Late bids shall be rejected.

You may submit a Bid to the ILO provided that your organization is qualified, able and willing to supply the goods and/or to perform the works or services specified in this ITB. Participation in this ITB indicates acceptance of the ILO Construction Contract provided in Annex III. Failure to comply with the requirements of this ITB and its Annexes may render a Bid ineligible for consideration.

You are kindly requested to acknowledge receipt of this ITB and to indicate whether or not you intend to submit a Bid by completing and returning the form provided in Annex II-A.

We look forward to receiving your Bid.

Yours sincerely,

Ms Tonilyn Lim
Chief Technical Adviser, Bringing Back Job Safely Project
ILO Country Office for the Philippines
ANNEX-I: INTRODUCTION TO THE PROJECT AND THE SCOPE OF WORK

ABSTRACT

Project Overview

Since 15 June 2021, the ILO Country Office in Manila has been implementing the project “Bringing Back Jobs Safely Under the COVID 19 Crisis in the Philippines: Rebooting Small and Informal Businesses Safely and Digitally” (Bringing Back Jobs Safely Project). The project received funding from the Ministry of Foreign Affairs of Japan and was designed as an emergency response to the pandemic and to be implemented until 31 March 2023. The Bringing Back Jobs Safely project aims at contributing to improving the safety and health of workers in micro-small and medium enterprises (MSMEs) and informal businesses in the non-metropolitan regions of the Philippines and mitigating the negative socioeconomic impact of the COVID-19 crisis. The two major outcomes of the project involve, on one hand, the promotion of safer and more productive workplaces, and on the other, the promotion of the digital transformation of MSMEs and informal businesses.

The component of the project on supporting the digitalization of MSMEs will also support the Department of Information and Communications Technology in the establishment and operation of three Digital Transformation Center – Innovation Hubs (DTC-IH). The DTC-IHs are office-type structures that will provide internet connectivity, co-working spaces, back-office services, and other similar services, especially to MSMEs. Through the Bringing Back Jobs Safely Project, a DTC-IH will be constructed in Luzon, another one in Visayas, and one in Mindanao.

This tender document specifically calls for proposals for the Detailed Design, Construction and Turn-Over of the Digital Transformation Center - Innovation Hub in Mabalacat, Pampanga.

Scope of Work

The work will involve the proposed improvement of the facility of the regional office of DICT in Dau, Mabalacat, Pampanga, so the proposed innovation hub can cater to a wider area for awareness of emerging technological advances.

The extension of the innovation hub has an approximate gross floor area of 300 sqm of building development and improvement. Existing structure has an approximate area of 46 sqm of improvement and renovation. The new proposed structure has an approximate area of 264 sqm. with outdoor improvements such as site development and landscapes.

The proposed development is a concrete stilt structure with basic structural elements like concrete beams, slabs, columns, Steel trusses; with finishes such as honed concrete floor, tiles, painted walls and ceilings.

The proposed building will be connected to the existing building through a common lobby connecting to a co-working space located in the new facility to provide additional service to the public.
1. Site Survey and Inspection
   The contractor shall conduct the appropriate survey including staking, establishing of horizontal and vertical control points and benchmarks.

   The Contractor shall have inspected the site and its surroundings and orient himself with the following:
   a. Location and nature of work;
   b. Climatic conditions;
   c. Nature and other environmental aspects that may affect construction progress;
   d. Geologic conditions other than the soil test report and investigations.
   e. Transportation and communication facilities;
   f. Availability of construction materials, labor, water services, electric and power supply;
   g. Location and extent of aggregate sources;
   h. Other factors that may affect the cost, duration and execution of the work

2. The contractor shall be in charge of Construction documentation for Architectural, Structural, Electrical, Mechanical and Plumbing services. All documentations such as shop drawings, changes due to actual site conditions, shall be approved first by the designated project manager of the ILO and the client. In preparing the detailed design, the contractor shall adhere to the provisions of the National Building Code of the Philippines, Structural Code of the Philippines, Fire Code of the Philippines, Occupational Safety and Health Standards as well as other codes and standards applicable to construction works.

3. The contractor shall be in charge of the building permit and occupancy permit documentation and processing and all other permits necessary for the construction and operations of the building.

4. The Contractor shall perform the following construction activities but is not limited to the following:
   a. Mobilization/Demolition
      The Contractor shall mobilize and bring out into work, all personnel, plant and equipment, in accordance with his approved construction program, equipment moving and utilization schedule and manpower schedule, from its regular place of business to the site one week after signing the work contract.

      Mobilization shall include obtaining and transporting to jobsite the equipment, materials, tools, personnel, constructional plant and all necessary items for the execution and completion of the work and shall also include the setting up and verification of all equipment and instruments until it is rendered operable.

      The contractor is responsible for maintaining pollution/contamination free surrounding environment.
The contractor shall display and follow both work plan and resource plan for each site.

Demobilization shall include dismantlement and removal from the site of the Contractor’s materials and equipment and all temporary facilities. It shall also include a clean-up of the site after completion of the contract as well as transportation from the site of the Contractor’s personnel.

5. Site Clearing and Proper Waste Disposal

a. General site clearing operations include the removal of demolished materials and objectionable matter, protection of existing structures/facilities left functional and clearing to allow for new construction.

b. The Contractor is obliged to provide barricades, coverings, or other types of protection necessary to prevent damage to existing structures and facilities. Likewise, he is to dispose of materials, trash and debris in a safe and acceptable manner in accordance with applicable laws and ordinances. Burying and burning of trash and debris at the site will not be permitted. Trash and debris shall be removed from the site at regular intervals to prevent these from accumulating and ultimately delaying the course of the work.

c. Demolition of existing walls to receive new installations. Repairs of adjacent walls not being demolished shall be done accordingly. Safety measures shall be done prior, during and after demolition.

d. The contractor shall ensure that all roof drains will be free from construction debris and wastes from the construction site clogging the drainpipes during rainy days.

e. All construction wastes and workers’ wastes shall be disposed of properly by the contractor following segregation and collection schedule of the local government unit.

6. Management of construction activities for maintaining quality standards and timelines

a. The contractor shall deploy one qualified and experienced engineer for each site as Site Manager

b. The contractor shall strictly follow the drawings, specifications and BoQs of the contract documents and shall closely coordinate with the designated Project Manager of the ILO for all milestones of the project. Scope of works included are as follows:

i. Site works, excavation and soil backfilling.

ii. Demolition works and restoration

iii. Concreting works (forms and accessories, rebar and steel works, concrete pouring)

iv. Masonry works

v. Metal works (truss systems, columns and railing)

vi. Thermal and moisture protection

vii. Doors and windows including glazing works

viii. Finishing (Walls, floors, and ceiling)

ix. Painting works

x. Toilet Accessories

xi. Plumbing works and fixtures

xii. HVAC system
xiii. Electrical works

- No variations will be accepted without prior approval by the ILO. In case of any variations, the contractor shall inform the ILO project manager, in writing, to justify the cost and time implications prior to the variations’ approval. ILO in its sole discretion, or in consultation with DICT, will accept or reject any submitted variation.

- Based on the prepared work plan, the contractor shall execute multiple works simultaneously for saving time during construction.

- The construction site shall be free of debris and hazardous materials/objects. The contractor should exercise all safety measures for its workers, the ILO project management team, and, DICT staff on-site.

- The contractors shall allow unlimited access to construction sites for the ILO project management team and DICT concerned staff.

- The supervision engineers shall monitor the construction activities and coordinate with the contractor on a daily basis to ensure that quality standards and timelines are maintained.

- Any materials or works that do not conform to the specifications, drawings or BoQs shall be rejected, and the contractor shall be responsible for removing/dismantling the rejected materials/works immediately from the site. The contractor shall repeat/reconstruct the rejected work at his own cost.

- All critical works (i.e., structural parts) such as foundation works, erection of columns, beams, fixing roof support structures etc., shall be carried out with prior inspections from the ILO project management team and technical team of the DICT.

- All materials should pass through the mandatory material tests. The designated project manager of the ILO will recommend only the materials for use that pass through the lab tests. The quality of structural materials to be used shall be in conformity with governing laws and acceptable engineering practices in order to safely sustain the superimposed loads under seismic forces, lateral earth pressure or any condition of external forces that may affect the stability of the structure.

- Shop drawings shall be presented to the ILO project manager prior to installation of the approved drawings.

- Acceptance will be issued by the ILO upon submission of Contractor of Post-Construction Documentation, including:
  
  i. As-Built Plans
  
  ii. All Collated Shop Drawings
  
  iii. All collated Testing Results
  
  iv. Equipment Manuals
  
  v. Accomplished Punchlist
  
  vi. Warranties and Guarantees

7. Key Personnel

The minimum key professionals and the respective qualifications are identified below.

- The Design Team to develop the construction plans should ideally include:
### Construction Personnel

<table>
<thead>
<tr>
<th>No.</th>
<th>Professional</th>
<th>Specific expertise/ qualifications</th>
<th>Years of experience</th>
<th>Minimum deployment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Architect</td>
<td>Licensed</td>
<td>3 years</td>
<td>Design phase only</td>
</tr>
<tr>
<td>2</td>
<td>Civil/Structural Engineer</td>
<td>Licensed</td>
<td>3 years</td>
<td>Design phase only</td>
</tr>
<tr>
<td>3</td>
<td>Sanitary Engineer/Master Plumber</td>
<td>Licensed</td>
<td>3 years</td>
<td>Design phase only</td>
</tr>
<tr>
<td>4</td>
<td>Mechanical Engineer</td>
<td>Licensed</td>
<td>3 years</td>
<td>Design phase only</td>
</tr>
<tr>
<td>5</td>
<td>Electrical Engineer</td>
<td>Licensed</td>
<td>3 years</td>
<td>Design phase only</td>
</tr>
</tbody>
</table>

#### b. Construction Personnel to perform works onsite should include:

<table>
<thead>
<tr>
<th>No.</th>
<th>Professional</th>
<th>Specific expertise/ qualifications</th>
<th>Years of experience</th>
<th>Minimum deployment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager/Project Engineer/Project Architect</td>
<td>Architect/Civil Engineer preferably extensive experience in Project management in vertical projects</td>
<td>5 years minimum</td>
<td>One full time who will be in charge of the overall project implementation</td>
</tr>
<tr>
<td>2</td>
<td>Safety Officer</td>
<td>The Safety Officer must be an accredited safety practitioner by the Department of Labor and Employment (DOLE) and must have undergone the prescribed forty (40) hour Construction Safety and Health Training (COSH)</td>
<td></td>
<td>One full time (Can be performed by other qualified onsite engineers)</td>
</tr>
<tr>
<td>3</td>
<td>General Foreman</td>
<td>Extensive experience in construction</td>
<td>5 years minimum</td>
<td>One full time</td>
</tr>
<tr>
<td>4</td>
<td>Skilled Laborers</td>
<td>With required skills who can produce desired quality of work. They may be of different categories by type of works (i.e., masons, welders, steel technicians, carpenters, plumbers, electricians)</td>
<td></td>
<td>Experienced, qualified for the field of works</td>
</tr>
<tr>
<td>5</td>
<td>Laborers</td>
<td>They should be physically fit, have certain knowledge of works, and of legal age</td>
<td></td>
<td>Experienced, qualified for the field of works</td>
</tr>
</tbody>
</table>

Prospective bidders shall attach each individual’s resume, PRC license of the professional staff, certificates of training and all other pertinent documents proving the said professional’s expertise.
8. Minimum Requirements for a Construction Safety and Health Program

Every construction project shall have a suitable Construction Safety and Health Program, which must be in accordance with the rules, and other orders and issuances issued by the DOLE, the Construction-in-Charge, or an equally responsible officer, shall be responsible for the compliance of the Program.

9. Submittals

Pre-Construction:
1. Construction Schedule (Pert CPM, S-Curve, Gantt Chart, and Manpower schedule)
2. Construction Methodology
3. Licenses (PRC and PTR) of Design Professionals (Architect, Structural Engineer, Sanitary Engineer/Master Plumber, Mechanical Engineer and Electrical Engineer)
4. Building Permit

Construction Proper
1. Shop Drawings
2. Testing Results

Post Construction
1. As-Built Plans
2. All Collated Shop Drawings
3. All collated Testing Results
4. Equipment Manuals
5. Accomplished Punchlist
6. Warranties and Guarantees

Project Duration

One hundred and twenty-six (126) days

Other supporting documents in attachment:

Annex II-F. Itemized description of requirements where pricing / bill of quantities may be based; and,
Annex V. Initial architectural plans.
# TABLE OF CONTENTS

Annex-I: Introduction to the Project and the Scope of Work ........................................ 5
   Abstract .................................................................................................................................................. 5

## TABLE OF CONTENTS

### 1 INTRODUCTION

1.1 General ............................................................................................................................................. 12
1.2 Eligible Bidders .............................................................................................................................. 12
1.3 Cost of Bid ......................................................................................................................................... 13
1.4 ITB Schedule Summary .................................................................................................................. 14
1.5 Mandatory Site Visit ...................................................................................................................... 14
1.6 Clarification Questions ..................................................................................................................... 14

### 2 BIDDING CONDITIONS

2.1 Acknowledgment of Receipt ........................................................................................................ 15
2.2 Submission and Receipt of Bids ..................................................................................................... 15
2.3 Official Language ........................................................................................................................... 16
2.4 Correspondence .............................................................................................................................. 16
2.5 No Consultation ............................................................................................................................... 16
2.6 Contract Conditions ......................................................................................................................... 17
2.7 Work on ILO Premises .................................................................................................................... 17
2.8 Bid Currency .................................................................................................................................... 17
2.9 Incomplete Bids ............................................................................................................................... 17
2.10 Changes to Bids ............................................................................................................................... 17
2.11 Material Change(s) in Circumstances ............................................................................................. 18
2.12 ITB Document, Specifications, Drawings .................................................................................... 18
2.13 Sub-Contracting ............................................................................................................................... 18
2.14 Bid Validity ....................................................................................................................................... 18
2.15 Notification of Contract Award ....................................................................................................... 18
2.16 Publicity .......................................................................................................................................... 18

### 3 CONTENT OF BID

3.1 Certification to be submitted by a Bidder in an ILO Competitive Bidding Procedure (Annex II-B) .................................................................................................................................................. 19
3.2 Bidder’s Information Form (Annex II-C) ......................................................................................... 19
3.3 Recent References (Annex II-D) ...................................................................................................... 19
3.4 Price Submission Form (Annex II-E) .............................................................................................. 19

### 4 EVALUATION OF BIDS AND CONTRACT AWARD

4.1 Preliminary Evaluation ...................................................................................................................... 20
4.2 Evaluation of Bids ............................................................................................................................. 20
4.3 Award of the Contract ...................................................................................................................... 23
4.4 Debriefing / Protest Mechanism ....................................................................................................... 23

### 5 Annexes

Annex II: Forms to be completed and to be submitted by the bidder ........................................... 26
Annex III: ILO Construction Contract .................................................................................................. 27
Annex IV: Scope of Work and specifications ...................................................................................... 96
Annex V: Plans and drawings ................................................................................................................. 102
1 INTRODUCTION

1.1 GENERAL

The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the ITB documents. Failure to comply with these documents will be at the Bidder’s risk and may affect the evaluation of the Bid.

1.2 ELIGIBLE BIDDERS

Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates or an individual which have been engaged by the ILO to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods, works or services to be purchased under this Invitation to Bid.

The eligibility criteria for bidders of infrastructure projects shall be consistent with the applicable provisions as set forth in RA 9184:

1. Duly licensed Filipino citizens/sole proprietorships; or
2. Partnerships, Corporations, and Cooperatives duly organized under the laws of the Philippines; or
3. Persons/entities forming themselves into a joint venture;
4. Valid license issued by the PCAB to engage or act as contractor;
5. Completed a single largest completed contract (supported by an Owner’s Certificate of Final Acceptance issued by the project owner, or an equivalent document) that is similar to the contract to be bid, and whose value, adjusted to current prices using the PSA consumer price indices, must be at least fifty percent (50%) of the ABC to be bid, or if without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB;
6. Net Financial Contracting Capacity (NFCC) appropriate to the contract to be bid.

To determine eligibility based on above criteria, the bidder must submit the following requirements, also consistent with RA 9184:

1. Legal Documents
   Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives.
   Mayor’s/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas. In cases of recently expired Mayor’s/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of this IRR.
   Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

2. Technical Documents
Statement of the bidder of all its ongoing 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.
Statement of the bidder’s Single Largest Completed Contract (supported by an Owner’s Certificate of Final Acceptance issued by the project owner, or an equivalent document) similar to the contract to be bid,
In the case of procurement of Infrastructure Projects, a valid Philippine Contractors Accreditation Board (PCAB) License or Special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract to be bid.

3. Financial Documents
The bidder’s audited financial statements (last three years), with the preceding calendar year’s statement showing, among others, the bidder’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions.
The bidder’s computation of Net Financial Contracting Capacity (NFCC).

Joint Venture bidders shall submit a JV Agreement in accordance with R.A. 4566 and its IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance. The partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

Other requirements:
1. Information on ongoing or previous legal cases involving the bidder;
2. Bank account information (following the ILO format – Annex II-J);
3. Minimum requirements for a Construction Safety and Health Program:
   Every construction project shall have a suitable Construction Safety and Health Program, which must be in accordance with the rules, and other orders and issuances issued by the DOLE, the Safety Officer, or an equally responsible officer, shall be in charge of compliance with the Program.
4. Minimum requirements of the Contractor’s Key Personnel (See Annex I Scope of Work)

1.3 COST OF BID

The Bidder shall bear all costs associated with the preparation and submission of the Bid. The ILO will not be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.
1.4 ITB SCHEDULE SUMMARY

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB release date</td>
<td>21/09/2022</td>
</tr>
<tr>
<td>Bidder's Conference and Mandatory Site Visit*</td>
<td>28/09/2022</td>
</tr>
<tr>
<td>Clarification questions, if any, related to this ITB must be submitted to <a href="mailto:MNL-TECHNICALBIDS@ilo.org">MNL-TECHNICALBIDS@ilo.org</a> and with subject line: Bidder Inquiry ITB No. 001/2022/PHI/21/02/JPN by:</td>
<td>19/10/2022, COB</td>
</tr>
<tr>
<td>ILO response to clarification questions by:</td>
<td>20/10/2022</td>
</tr>
<tr>
<td>Bids Receipt Deadline:</td>
<td>Friday, 21 October 2022, COB, Philippine Time</td>
</tr>
<tr>
<td>Estimated Contract Signature Date:</td>
<td>09/11/2022</td>
</tr>
<tr>
<td>Estimated Contract Start Date:</td>
<td>09/11/2022</td>
</tr>
</tbody>
</table>

*Interested bidders may conduct a mandatory site visit on a per-appointment basis. Please send all inquiries to MNL-TECHNICALBIDS@ilo.org.

1.5 MANDATORY SITE VISIT

The mandatory pre-bid meeting and site visit are scheduled to take place at 10:00 AM at DICT Pampanga Dau Access Rd cor. Ubas St., Mabalacat, Pampanga. The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site, and its surroundings where the Works are to be executed and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works.

The purpose of the mandatory site visit is to familiarize potential Bidders with the requirements and to clarify any aspects of the ITB. The ILO reserves the right to decline to receive without comment any bid by a company which does not attend the mandatory site visit.

Once completed each bidder will receive a Certificate of Attendance. A copy of this Certificate must be included in the bid.

1.6 CLARIFICATION QUESTIONS

Bidders requiring any clarification on technical, commercial or legal aspects of the ITB documents may notify the ILO in writing through email to: MNL-TECHNICALBIDS@ilo.org, and clearly indicating in the subject line: Bidder Inquiry ITB No. 001/2022/PHI/21/02/JPN.

The ILO’s response will be provided in writing to any request for clarification received by the deadline indicated in paragraph 1.4 above.

The list of all questions received in due course and ILO’s answers to them (“Q&A”) will be shared with all prospective Bidders that received ITB documents by the date indicated in 1.4 above.
2 BIDDING CONDITIONS

2.1 ACKNOWLEDGMENT OF RECEIPT

Bidders are requested to inform the ILO whether they intend or not to submit an offer, by promptly returning the “Acknowledgement of Receipt” form provided in Annex II-A, even if it is not intending to submit a Bid.

2.2 SUBMISSION AND RECEIPT OF BIDS

2.2.1 Number of Copies, Format and Signing of Bid

The Bidder shall submit one original and 5 copies of the Bid, clearly marking each “Original Bid” and “Copy of Bid” as appropriate. In the event of any discrepancy between them, the Original Bid shall prevail. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder i.e., by a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary, to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

2.2.2 Submission and Receipt of Bids

It is the responsibility of the Bidder to ensure that a Bid is submitted to the ILO strictly in accordance with the stipulations in the solicitation documents.

Bids must be received on or before 21 October 2022 5:00 PM, PST. Bids and modifications to Bids received after the bid receipt deadline will be rejected. Bids must include all the documents requested in these Instructions to Bidders and shall be submitted by:

- **Registered Mail** (official postal service) to:
  International Labour Office
  19th Floor Yuchengco Tower, RCBC Plaza, 6819 Ayala Ave
  1200 Makati City
  Philippines

  Or

- **Hand-delivered** (including by courier services) during office hours directly to the receptionist or the designated ILO staff in the above ILO address in return for a signed and dated receipt.

Bids submitted by any other means will be rejected.

Bids must be submitted using an inner and outer envelope. The original and the copy of the Bid should be placed in separate sealed envelopes marked as “Original” and “Copy”. The envelopes containing the original and the copies shall then be enclosed in one single outer parcel.

Where there is any infringement of these instructions (e.g., envelopes are unsealed or not marked as required), ILO will assume no responsibility for the misplacement or premature opening of a Bid.
The outer parcel shall be sealed and bear the following information:

- the address for submission of Bids indicated above;
- the reference of the ITB to which the Bidder is responding;
- the name and address of the Bidder, to enable the Bid to be returned unopened if it is declared to have been received “late”.

In addition, the information set out below should appear on both sides of the parcel:

---

**ITB No 001/2022/PHL/21/02/JPN**

**DETAILED DESIGN, CONSTRUCTION AND TURN-OVER OF THE DIGITAL TRANSFORMATION CENTER – INNOVATION HUB IN MABALACAT, PAMPANGA**

**CONFIDENTIAL**

**DO NOT OPEN BEFORE**

21 October 2022, 5:00 PM, PST

---

In addition, the information below should appear on both sides of the inner envelope:

---

**CONFIDENTIAL**

To be opened by the Evaluation Panel ONLY

---

**Bid Opening:**

The bid opening is to take place on 21 October 2022, 5:00PM at the ILO Office in Makati City.

Bidders or their authorized representatives may attend this bid opening session, which will include:

- The names of the bidders;
- The identification of which work package/lot; and
- The nature of the documents contained in the envelope.

**2.3 OFFICIAL LANGUAGE**

The Bid and all correspondence and documents related to the Bid shall be written in the English language.

**2.4 CORRESPONDENCE**

Any communication in connection with this ITB should be addressed in writing to the e-mail address mentioned in paragraph 1.4 above. All correspondence should quote the reference number of the ITB. Bidders are requested not to contact the ILO after the closing time, i.e., during the ITB assessment period.

**2.5 NO CONSULTATION**

A Bidder shall not:

- consult, communicate or agree with any other Bidder or competitor, with regard to price or any other matter related to the ITB, for the purpose of restricting competition;
disclose its price, directly or indirectly, to any other Bidder or competitor, except in the case of provision of standard public price lists;
make any attempt to induce any other person or organization to submit or not to submit a Proposal for the purpose of restricting competition.

If a Bidder is found to be in breach of any of these instructions, the ILO reserves the right to exclude the Bidder from the procedure and reject its offer.

Nothing in this paragraph shall restrict the right of a Bidder to form a joint venture, a consortium or an association for the purpose of submitting a Bid.

2.6 CONTRACT CONDITIONS

Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in these ITB documents.

By submitting a Bid, the Bidder accepts in full and without restriction these instructions. It also accepts the terms of the ILO Construction Contract (Annex III) being relied on for this bidding procedure and resulting contract, irrespective of the provisions of the Bidder’s own conditions of sale, which it hereby waives.

The ILO reserves the right to decline to consider without further comment any Bid which does not accept the terms of the ILO Construction Contract set out in Annex III.

2.7 WORK ON ILO PREMISES

If the Bidder’s personnel are required to work on ILO premises, they shall comply with the security and safety and health arrangements established by the ILO, including applicable provisions of local legislation. Where applicable, the Bidder shall be responsible for obtaining valid entry visas and work permits for its employees or sub-contractors and contract commencement may be subjected to complying with these obligations. Failure to comply with such obligations may lead to suspension of payments under and cancellation of the contract.

2.8 BID CURRENCY

All prices shall be quoted in Philippine Pesos. If the Bid is submitted in a currency other than the Bid Currency, to facilitate evaluation and comparison, the ILO will convert all such prices in Philippine Pesos at the official UN exchange rate applying on the last day for submission of Bids.

2.9 INCOMPLETE BIDS

ILO may reject a Bid that does not provide all the information requested which is necessary for assessment of the Bid by the ILO.

2.10 CHANGES TO BIDS
Changes or amendments to Bids will only be accepted if they are received before the deadline for receipt of Bids and shall be submitted in accordance with the instructions given above. The envelope shall be clearly marked “Change(s) to Bid”.

2.11 MATERIAL CHANGE(S) IN CIRCUMSTANCES

The Bidder shall inform the ILO of any change(s) of circumstances arising during the ITB process, including but not limited to:

- a change affecting any declaration, accreditation, license or approval;
- major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the Bidder or its major sub-contractors;
- a change to any information on which the ILO may rely in assessing Bids.

2.12 ITB DOCUMENT, SPECIFICATIONS, DRAWINGS

The ITB documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by the ILO are issued solely for the purpose of enabling a Bid to be completed and may not be used for any other purpose. The ITB documents and any additional information provided to Bidders shall remain the property of the ILO.

2.13 SUB-CONTRACTING

Sub-contracting of work to be undertaken as a result of this ITB is discouraged. If unavoidable and on exceptional cases, the ILO reserves the right to approve any subcontractor that was not included in the ITB Submission Form and request a copy of the sub-contracting agreement between the Bidder and its subcontractor(s). Sub-contracted works should not constitute more than 50% of the total contract cost. Due diligence check will also be performed for the sub-contractor.

2.14 BID VALIDITY

The validity of a Bid shall be six (6) months commencing from the time and date of the closure of Bids stated in 2.2 Submission and Receipt of Bids. The ILO reserves the right to request an extension of the period of validity of Bids, and to modify or exclude any of the terms of this ITB, at its sole discretion.

2.15 NOTIFICATION OF CONTRACT AWARD

The ILO will evaluate the Bids based on the Bidders’ responses to the requirements set out in the ITB documents. Each Bidder will be informed of the decision reached concerning the award of the contract.

2.16 PUBLICITY

During the ITB process, a Bidder is not permitted to create any publicity in connection with the ITB.
3 CONTENT OF BID

Each Bid shall comprise the following documents:

3.1 CERTIFICATION TO BE SUBMITTED BY A BIDDER IN AN ILO COMPETITIVE BIDDING PROCEDURE (ANNEX II-B)

The ILO expects all participants in its procurement process to adhere to the very highest standards of moral and ethical conduct and transparency, to prevent any conflict of interest and not to engage in any form of coercive, collusive, corrupt, or fraudulent practices.

3.2 BIDDER’S INFORMATION FORM (ANNEX II-C)

The Bidder’s Information Form explicitly indicates that the Bidder accepts in full and without restriction the Terms and Conditions applicable to ILO Contracts.

Each Bidder shall attach to this Annex the following mandatory documents:

a) Certificate(s) confirming that obligations relating to the payment of social security contributions and/or the payment of taxes in accordance with the legal provisions of the country in which the Bidder is established have been fulfilled;

b) The proof of declaration and payment of taxes, fees and social security contributions by the Bidder should indicate the situation at the end of the previous fiscal year, bearing the statement “certified true copy”, the date and the signature of a person authorized to represent the company;

c) A copy of the last three financial statements of the Bidder, certified by independent auditors.

3.3 RECENT REFERENCES (ANNEX II-D)

Bidders must provide details of three contracts entered into during the past five years which are similar in nature to that arising from this ITB. The information in Annex II-D must include, as a minimum:

- Client name, location, and date of project;
- Description of goods provided and works or services performed;
- Contract value;
- Contact details for references.

3.4 PRICE SUBMISSION FORM (ANNEX II-E)

Bidders shall complete this form, providing the price breakdown information sought and attach all required documents.

The Bids shall be checked for any arithmetic errors in computation and summation. Any arithmetical errors will be corrected without prejudice to the Bidder as follows:
Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate by the corresponding quantity, the unit rate shall prevail and the total amount shall be corrected. If, in the opinion of the ILO, there is an obvious error in the unit rate, the total amount as quoted shall prevail and the unit rate shall be corrected.

If there is a discrepancy between words and figures in Annex II-E the amount in words will prevail.

Amounts corrected in the manner mentioned above shall be binding on the Bidder. If the Bidder does not accept the corrections, its Bid shall be rejected.

4 EVALUATION OF BIDS AND CONTRACT AWARD

4.1 PRELIMINARY EVALUATION

Prior to the detailed evaluation of each Bid, the ILO will undertake a preliminary examination. Bids will not be considered for further evaluation in cases where:

- They are incomplete (i.e., do not include all required documents as specified in Annex II: Forms to be completed and to be submitted by the bidder;
- The Original Offer is not signed by the duly authorized individual of the organization/company;
- The validity period of the Bid is not in accordance with the requirements of the ITB as specified in 2.14 Bid Validity.

4.2 EVALUATION OF BIDS

Bids will be reviewed and evaluated by an Evaluation Panel to determine if the Bid is substantially responsive to the requirements of the Bidding Documents.

A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one:

a) which affects in any substantial way the scope, quality, or performance of the Works;
b) which limits in any substantial way, inconsistent with the Bidding documents, the ILO’s rights or the Bidder’s obligations under the Contract; or
c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

If a Bid is not substantially responsive, it will be rejected by the ILO, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

Technical evaluation criteria will include, primarily: experience of the bidder including reference projects with similar complexity and value, financial and human resource capacity, proposal meets the scope of work and meeting standards mentioned in itemized description of requirements, proposed work schedule consistent with the timeline provided for completing construction works.
Corrections of Errors

Bids determined to be substantially responsive will be checked by the ILO for any arithmetic errors. Errors will be corrected by the ILO as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
If a Bill of Quantities is used and there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the ILO there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the totals shall be corrected.

The amount stated in the Bid will be adjusted by the ILO in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will be rejected.

If a bid total is substantially below 30% of the ILO’s internal estimate, or if anything above the project’s budget, then that Bid will be deemed unresponsive.

To assist in the examination, evaluation, and comparison of Bids, the ILO may, at the ILO’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of prices. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the ILO in the evaluation of the Bids.

<table>
<thead>
<tr>
<th>No.</th>
<th>Reference Document</th>
<th>Item Description</th>
<th>Y/N</th>
<th>Scoring Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Latest DTI Certificate</td>
<td>Y/N</td>
<td>Valid Company/ Business Registration must be included</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Mayor’s Permit</td>
<td>Y/N</td>
<td>Valid Mayor’s Permit must be included</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>BIR Tax Registration Certificate and Tax Clearance</td>
<td>Y/N</td>
<td>Valid Tax Certificate and Tax Clearance must be included</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>PCAB License</td>
<td></td>
<td>Valid Contractor's License must be included</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>NFFC Calculation correct Calculation sufficient to cover budget</td>
<td>Y/N</td>
<td>Net Financial Contracting Capacity (NFCC) must not be lower than the bid amount</td>
<td></td>
</tr>
</tbody>
</table>

*Item no. 22, 23, 24 & 25 are disqualifying criteria and request for clarification cannot be sought.*
If any item is assessed "N" the bid may be disqualified (however if a bid overall is technically very good then request for clarification may be sought and the bidders must provide this within 24 hours). Item no. 22, 23, 24 & 25 are disqualifying criteria and request for clarification cannot be sought.

<table>
<thead>
<tr>
<th>No.</th>
<th>Reference Document</th>
<th>Item Description</th>
<th>Documents for Bidder's Eligibility Determination</th>
<th>Y/N</th>
<th>Scoring Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td></td>
<td>Audited financial statement (preceding year) by the balance sheet or other financial statements (like the cash flow and turnover statements).</td>
<td>Y/N</td>
<td>A Sound financial position for the past three years confirmed by the balance sheet or other financial statements (like the cash flow and turnover statements). Such statements should be audited, signed and stamped by an auditing firm.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Company Profile (max 10 pages)</td>
<td>Y/N</td>
<td>Must be included</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Annex II-A</td>
<td>Acknowledgement of Receipt</td>
<td>Y/N</td>
<td>Must be fully completed</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Annex II-B</td>
<td>Certification to be submitted by a Bidder in an ILO Competitive Bidding Process</td>
<td>Y/N</td>
<td>Must be signed</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Annex II-C</td>
<td>Bidder's Information Form</td>
<td>Y/N</td>
<td>Must be fully completed</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Annex II-D</td>
<td>Recent References</td>
<td>Y/N</td>
<td>Successfully completed similar projects in the last 5 years Minimum: 2</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Annex II-E</td>
<td>Price Submission Form</td>
<td>Y/N</td>
<td>Must be included stamped &amp; signed</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Annex II-F</td>
<td>Bill of Quantities</td>
<td>Y/N</td>
<td>Must be complete &amp; signed and within ±20%/-20% of Engineers Estimate</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Annex II-G</td>
<td>Bidder's list of personnel</td>
<td>Y/N</td>
<td>Complete team includes: a) Company Director/Team Leader at least 3 years of relevant experience b) qualified Site Engineer/ Supervisor + at least 2 years of relevant experience, c) Foreman + at least 5 years of relevant experience.</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Annex II-H</td>
<td>Bidder's list of equipment</td>
<td>Y/N</td>
<td>Must demonstrate ownership or access to listed equipment</td>
<td></td>
</tr>
</tbody>
</table>
### 4.3 AWARD OF THE CONTRACT

The ILO will award the contract to the lowest priced, technically qualified Bidder.

The ILO reserves the right to accept or reject any Bid in whole or in part, to annul the solicitation process and reject all Bids at any time prior to the issue of the purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the ILO’s decision(s).

Awarding of the contract arising from this ITB will be made at the absolute discretion of the ILO. The ILO’s decision to award the contract to a preferred Bidder shall not be questioned by any other Bidder.

The Contract or the benefit of the Contract shall not be assigned, subcontracted or otherwise transferred by the successful Bidder in whole or in part, without ILO’s prior written consent, to be given at its sole discretion.

### 4.4 DEBRIEFING / PROTEST MECHANISM
The ILO is committed to ensure that all its bidding processes are conducted in a fair and transparent manner. A Bidder who participated in a formal ILO solicitation process and believes that he/she has been treated unjustly or unfairly, or who would simply like to receive clarifications on his/her unsuccessful proposal (“debriefing”), must submit a request by email to pct@ilo.org, within ten (10) business days after receiving the ILO notification of regret. PROCUREMENT will contact the Bidder upon receipt of his/her request and will invite him/her to a debriefing session.

4.4.1 Debriefing process

The purpose of the debriefing is to discuss the strengths and weaknesses of his/her proposal. If the Bidder believes he/she has been treated unjustly or unfairly this debriefing will hopefully shed light on the rationale of the ILO decision. The ILO will not disclose any technical or financial information related to offers received by other Bidders who participated in the solicitation, nor the evaluation scores or other details from the tender process.

Debriefing will normally be conducted via teleconference by the Procurement Officer in charge of the relevant solicitation at an agreed time with the Bidder.

Should the Bidder not be satisfied with the clarifications provided during the debriefing, he/she may file a protest to the Chief, PROCUREMENT in the way described below.

4.4.2 Bid Protest

A Bidder who is not satisfied with the debriefing outcome, may lodge a protest to the ILO Chief, PROCUREMENT, by sending an email to bidprotest@ilo.org.

The protest must be sent within ten (10) business days after the debriefing has taken place. The ILO will acknowledge receipt of the protest.

In the protest, the Bidder must provide the following information:
- Their name, address, telephone number, fax number and email;
- The solicitation number and title, the contracting office and the name of the officer who has been leading the tender process;
- The date of debriefing; and
- The reasons for the protest together with copy of any documentation in support of the allegations.

The Chief, PROCUREMENT will perform a receivability review of the protest to determine if it was timely and correctly submitted and complies with the requirements set out above. The Bidder will be notified whether the protest is receivable in writing within ten (10) business days after receipt of the protest. A decision rejecting the receivability of the protest is final and not subject to further appeal or recourse.

If the protest is deemed receivable, the ILO will conduct an inquiry to determine its merits. The Bidder will be notified of the ILO decision as soon as it is available. The decision on the merits of the protest is final and not subject to further appeal or recourse.

4.4.3 Allegations of Misconduct or Fraud

Allegations of misconduct or fraud must be addressed by the Bidder to the ILO Treasurer and Financial Comptroller TR/CF (email: TRCF@ilo.org) and to the ILO Chief, Internal Auditor Office (email: IAO@ilo.org). The allegations will be investigated in accordance with ILO’s investigating procedures.
5 ANNEXES
ANNEX II: FORMS TO BE COMPLETED AND TO BE SUBMITTED BY THE BIDDER

ANNEX II-A: Acknowledgement of Receipt

ANNEX II-B: Certification to be submitted by a Bidder in an ILO Competitive Bidding Process

ANNEX II-C: Bidder’s Information Form

ANNEX II-D: Recent References

ANNEX II-E: Price Submission Form

ANNEX II-F: Bill of Quantities

ANNEX II-G: List of Personnel

ANNEX II-H: List of Materials

ANNEX II-I: General and Detailed Work Plan

ANNEX II-J: Vendor Registration/Bank Account Information Form
ACKNOWLEDGEMENT OF RECEIPT

To be returned to the ILO by email MNL-TECHNICALBIDS@ilo.org.

Reference: ITB 001/2022/PHL/21/02/JPN

Please check out the proper box (see below) and return this acknowledgement form as soon as possible.

| □ INTENTION TO SUBMIT A PROPOSAL |
| We hereby acknowledge receipt of the subject tender. We have perused the documentation and advised that we intend to submit an offer by the set deadline. |

Please select one of the following:

□ We intend to submit our offer.

□ DECLINE TO SUBMIT AN OFFER
We do not intend to submit an offer because

-------------------------------------------------------------

Our Contact Information for all future communication related to the referenced ITB:

| Company Name: | .......................... |
| Contact Person: | .......................... |
| Mailing Address: | .......................... |
| Telephone No: | .......................... |
| Fax No: | .......................... |
| E-mail Address: | .......................... |

Name and Title of Authorizing Officer: ..........................

Signature: ..........................

Date: Choose date
Annex II-B: Certification to be submitted by a bidder in an ILO competitive bidding procedure

The ILO expects all participants in its procurement process to adhere to the very highest standards of moral and ethical conduct and transparency, to prevent any conflict of interest and not to engage in any form of coercive, collusive, corrupt, or fraudulent practices.

With respect to its proposal submitted in response to the ILO’s Invitation to Bid/Request for Proposal mentioned above, the Bidder hereby certifies that:

1. The prices in its proposal have been arrived at independently without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.

2. No attempt has been made or will be made by the Bidder to influence any other Bidder, organization, partnership or corporation to either submit or not submit a proposal.

3. The Bidder will not offer, solicit or accept, directly or indirectly, any gratuity, gift, favour, entertainment, promises of future employment or other benefits to or from anyone in the ILO.

4. The Bidder (parent company and/or any subsidiaries) is not identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to UN Security Council Resolution 1267 (Consolidated List).¹

5. The Bidder (parent company and/or any subsidiaries) will not use the funds received under any contract with the ILO to provide support to individuals, groups, undertakings or entities associated with terrorism.

6. The Bidder (parent company and/or any subsidiaries) is not the subject of any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

The ILO reserves the right to cancel or terminate with immediate effect and without compensation any offer of or contract arising from this bidding procedure in the event of any misrepresentation in relation to the above certifications.

¹ The Consolidated List can be found at the website: https://www.un.org/securitycouncil/content/un-sc-consolidated-list
Definitions of terms used in this declaration:

"**coercive practice**" is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another.

"**collusive practice**" is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;

"**conflict of interest**" is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another;

"**corrupt practice**" is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;

"**fraudulent practice**" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;

The undersigned certifies/y to be duly authorized to sign this Certification on behalf of the Bidder.

Name and Position  Signature  Date

23-Aug-2019
BIDDER’S INFORMATION FORM

I, the undersigned, by submitting this Proposal, hereby confirm that these instructions are accepted in full and without restriction, including the proposed ILO Contract being used for this bidding procedure and resulting contract.

1. SUBJECT
   Invitation to Bid:
   Requirements:

2. BID SUBMITTED BY A SINGLE ECONOMIC OPERATOR
   Bidder:

3. BIDDER INFORMATION
   Corporate Name:
   Legal Status:
   Authorised Capital:
   Headquarters Address:
   Place of Business Address:
   Telephone:
   Fax:
   Trade Registered N°:
   VAT N°:
   UNGM Registration N°:
   Date established:
   Permanent Workforce:
   Number of Secondary Offices:
   Names of Main Managerial Staff:
   Names and Job Positions of Person Authorized to represent the Company:
   Certification (if any):
   Accreditation (if any):

<table>
<thead>
<tr>
<th>Turnover, Net Income for the past Three Financial Years:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Choose Currency</td>
</tr>
<tr>
<td>Turnover</td>
</tr>
<tr>
<td>Net Income (+/-)</td>
</tr>
<tr>
<td>Comments</td>
</tr>
</tbody>
</table>

1 This information shall be provided by each member of the consortium and any subcontractor(s).
2 Bidders not yet registered with UNGM are encouraged to do so as soon as possible. More information on the registration process are available at https://www.ungm.org/Public/Pages/RegistrationProcess.
4. SUMMARY OF WORK DISTRIBUTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Scope of Work / Tasks/ Sub-Tasks</th>
<th>% of the Proposal Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>[BIDDER]</td>
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<tr>
<td>[SUB-CONTRACTOR IF APPLICABLE]</td>
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</tr>
</tbody>
</table>

5. MANDATORY DOCUMENTS

As requested in Annex I, Instructions to Bidders, paragraph 3.2, Bidder’s Information Form, the following documents are attached to this form:

a) Certificate(s) conforming that obligations relating to the payment of social security contributions and/or the payment of taxes in accordance with the legal provisions of the country in which the Bidder is established have been fulfilled;

b) The proof of declaration and payment of taxes, fees and social security contributions by the Bidder should indicate the state of affairs at the end of the previous fiscal year, bearing the statement “certified true copy”, the date and the signature of a person authorized to represent the company;

c) A copy of the last three financial statements by the Bidder, certified by independent auditors.

COMPANY STAMP

Signature:
Name:
Position:
Tel/Fax:
E-mail:
Date:
RECENT REFERENCES WITH RELEVANT EXPERIENCE WITHIN THE PAST FIVE YEARS

Each Bidder will provide, in the sample table below, the reference information of at least three (3) projects carried out by it, which are of a similar nature to that which will arise from this ITB.

The information must include as a minimum:
- Client name, location, and date of execution;
- Description of Goods provided and Works or Services performed;
- Order or Contract value of Goods, Works and/or Services provided;
- Contact details for checking references (you must provide the name, the title, email and telephone numbers of people that can be conducted to confirm the references provided)

<table>
<thead>
<tr>
<th>Client Name, Location, and Date of Execution</th>
<th>Description of Goods and / or Works / Services Performed</th>
<th>Contract Value</th>
<th>Contact Details for Reference Check</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PRICE SUBMISSION FORM

TO BE RETURNED ON BIDDER’S LETTERHEAD

ITB N°: 001/2022/PHL/21/02/JPN
Date: Click or tap to enter a date.

Dear Sir/Madam,

Having examined this Invitation to Bid including its Annexes, and having examined all conditions and factors which might in any way affect the cost or time of performance thereof, we the undersigned, offer to execute and complete the Requirements, in accordance with the Terms and Conditions applicable to ILO Contracts, for the following Total Contract Price, net of any direct taxes or customs duties and other import taxes:

<table>
<thead>
<tr>
<th>TOTAL CONTRACT PRICE</th>
<th>Insert amount in digits and words</th>
<th>Insert currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We understand that the ILO is not bound to accept any Bid it may receive.

Our Price Submission Form includes the following documents:
☐ Priced List of Goods and/or related Works and Services
☐ Priced Bill of Quantities
☐ Other Price Breakdown List

COMPANY STAMP

Signature: Click or tap here to enter text.
Name: Click or tap here to enter text.
Position: Click or tap here to enter text.
Tel/Fax: Click or tap here to enter text.
E-mail: Click or tap here to enter text.
Date: Click or tap to enter a date.
## DETAILED DESIGN, CONSTRUCTION AND TURN-OVER OF THE DIGITAL TRANSFORMATION CENTER – INNOVATION HUB IN MABALACAT, PAMPANGA

### LOCATION:
Homesite, Brgy. Dau Access Road, Ubas St, Dau, Mabalacat, Pampanga

### BID FORM
520 CD

### LOCATION ON PLAN | QUANTITY | UNIT | MATERIAL UNIT COST (MUC) | LABOR UNIT COST (LUC) | EQUIPMENT UNIT COST (EUC) | TOTAL DIRECT COST (TDC) | OVERHEAD, CONTINGENCY & MARKUP (OCM) | TOTAL COST | TOTALS
--- | --- | --- | --- | --- | --- | --- | --- | --- | ---

### DIVISION 01 - GENERAL REQUIREMENTS

#### PART A

##### GENERAL ITEMS
- Detailed Architectural construction documentation Services (Design Development Drawings by ILO)
- Detailed MEP construction documentation services (Design Development Drawings by ILO)
- Structural design and analysis including detailed structural construction documentation

#### PART B

##### OTHER GENERAL REQUIREMENTS
- Mobilization and Demobilization
- Construction Facilities Cost [Field Office, First Aid Facilities, Sanitary Facilities] and site board up
- Safety Provision (See Project Manual for Details); include new protocols by DOLE and DOH
- Cleaning and Waste Management Cost [Progress Cleaning, Construction Housekeeping, Construction Waste Management and Disposal, Final Cleaning and clearing]

### DIVISION 02- SITE WORKS AND EXISTING CONDITIONS

- Selective Demolition of Existing Property [see demolition plan]
  - Exterior walls, Office interior walls, ramps, walkways, and stairs

### DIVISION 03 - CONCRETE

#### CONCRETE FORMS AND ACCESSORIES
- Formwork Rental for Cast-in-Place Structural Column; in 1/2" phenolic boards with 1-1/2" pipe braces spaced every 600mm; clamped
- Formwork Rental for Cast-in-Place Structural Framing; in 1/2" phenolic boards with 1-1/2" pipe braces spaced every 600mm; clamped

#### CONCRETE AND STEEL WORKS
- **FOUNDATION**
  - F1 - 1500x1500x400mm 3500psi (24.1mPA) Concrete Isolated Footing 2000mm below Level
  - 16mmØ reinforcement bars spaced at every 200mm OC both ways
  - 50mm Basecourse, 25mm Coarse Aggregate using mechanical compaction
  - WF1 - 600x250mm 3500psi (24.1mPA) Concrete Wall Foundation
  - 12mmØ reinforcement bars G40 spaced at every 300mm
  - 50mm Basecourse, 25mm Coarse Aggregate using mechanical compaction
  - WF2 - 400x250mm 3500psi (24.1mPA) Concrete Wall Foundation

### QTY*(MUC+LUC+EUC) TDC+OCM
| 12mmØ reinforcement bars G40 spaced at every 300mm | Retaining Wall Footing for backfill | 113.70 kg |
| 50mm Basecourse, 25mm Coarse Aggregate using mechanical compaction | Retaining Wall Footing for backfill | 12.00 m³ |

**COLUMN**
- C1 - 300mmx400mm Cast-in-Place 3500psi (24.1mPA) Concrete Column
  - 10 - 16mmØ reinforcement bars G40 Vertical Bars
  - 10mmØ Reinforcement bars G40 include 16 Gauge GI tie wires
  - 15.26 m³
  - 2,007.00 kg
  - 746.00 kg

**BEAM**
- TB1 - 300x400mm Cast-in-Place 3500psi (24.1mPA) Concrete Beam
  - 16mmØ Reinforcement bars G40 include 16 Gauge GI tie wires
  - 10mmØ Reinforcement bars G40 include 16 Gauage GI tie wires
  - 10.53 m³
  - 871.00 kg
  - 640.00 kg

**FLOOR**
- 150mm Cast-in-Place Concrete Slab on Grade 3500psi (24.1mPA)
  - 10mmØ Reinforcement bars G40 - Temperature Bars at 350mm OC BW include 16 Gauge GI tie wires
  - Heavy duty Polyethylene Sheet .5mm min. Moisture Barrier with duct tape on 400mm seams
  - 50mm Basecourse, G1 Aggregate compacted using mechanical compactor
  - 30.96 m³
  - 1,017.14 kg
  - 206.40 m²
  - 10.32 m³

**Entrance Staircase**
- 150mm thk Stepped Cast in place Concrete on grade Stairs case entry staircase, porch
  - 10mm Reinforcing Steel Bar G40 ; fy 414 MPa @ 300
  - 3.41 m³
  - 251.14 kg

**Fire Exit Stair**
- 150mm thk Stepped Cast in place Concrete Stairs case
  - 10mm Reinforcing Steel Bar G40 ; fy 414 MPa @ 300
  - 0.63 m³
  - 20.79 kg

03 00 00 **DIVISION 03 - SUBTOTAL**

04 00 00 **DIVISION 04 - MASONRY**

**WALL TYPE 01:** 125mm CMU (5" CHB) rendered 25mm sand/cement screed on both sides, smooth cast plaster finish
- 10 mmØ Reinforcement bars G40 include 16 Gauge GI tie wires
- 157.00 m²
- 362.67 kg

**WALL TYPE 02:** 100mm CMU (4" CHB) rendered 25mm sand/cement screed on both side, smooth cast plaster finish
- 10 mmØ Reinforcement bars G40 include 16 Gauge GI tie wires
- 252.00 m²
- 582.12 kg

04 00 00 **DIVISION 04 SUBTOTAL**

05 00 00 **DIVISION 05 - METALS**

**Steel Column**
- 3" (88.9mm) G.I. Steel pipe SCH40
- 5 kg

**ROOFING SYSTEM**

**Roof Truss**
- 2" x 6mm x 6m Angle bar [include 1 coat rust converter, 2 coat epoxy paint-grey]
- 1 1/2" x 6mm x 6m Angle bar [include 1 coat rust converter, 2 coat epoxy paint-grey]
- All electric arc welding and cutting accessories, and consumables for welding work with zinc epoxy primer 3 coats + Weld Electrode E7018 3/16" x 14"; (fy: 415-570 MPa); Welding Works
- 714.00 lm

**Railings**
- RAILING ASSEMBLY 01 - 1 1/2" Dia. Stainless Tube 900mm high Top Rail with 1 1/2" Dia. Stainless Tube 700mm high Round Bar Bottom Rail on 16mm dia. Round Bar
- Spaced at every 500mm OC bolted on Cast-in-place Concrete Ramp at every 1000mm OC
- All electric arc welding and cutting accessories, and consumables for welding work with zinc epoxy primer 3 coats + Weld Electrode E7018 3/16" x 14"; (fy: 415-570 MPa); Welding Works
- 7.23 lm
- 1.00 lot
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wall Panels: WT-3 - Drywall on 50x75mm Metal Studs sheathed w/ 6mm (2'x4') Fibercement board on exterior side</td>
<td>$65.00</td>
</tr>
<tr>
<td>Roofing: 0.6mm Prepainted Sheet Metal Roofing (include flashing, screw connections and sealants and 12mm PE insulation foam)</td>
<td>$270.00</td>
</tr>
<tr>
<td>9.0mm x 2438mm x 254mm Ficem Fascia Board 150mm Stainless Steel Gutter width</td>
<td>$159.50</td>
</tr>
<tr>
<td></td>
<td>$29.00</td>
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<tr>
<td></td>
<td><strong>07 00 00 DIVISION 07 SUBTOTAL</strong></td>
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<tr>
<td></td>
<td><strong>$444.60</strong></td>
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<tr>
<td></td>
<td><strong>08 00 00 DIVISION 08 - DOORS &amp; WINDOWS</strong></td>
</tr>
<tr>
<td>Doors and Frames: D-01 900mm x 2100mm 40mm Single Wood Flush Type Solid Core, with 2&quot;x6&quot; Wood Door Jamb include: 4pcs -3-1/2&quot;x4&quot;x 3mm Ball bearing Hinges Key-in Lever type Heavy Duty Lockset, Satin Finish</td>
<td>$4.00</td>
</tr>
<tr>
<td></td>
<td><strong>DOOR</strong></td>
</tr>
<tr>
<td>Doors and Frames: D-02 800mm x 2100mm x 40mm Solid Wood Panel Door, include 2&quot;x6&quot; Wood plain Door Jamb include: 4pcs -3-1/2&quot;x4&quot;x 3mm Ball bearing Hinges Key-in Lever type Heavy Duty Lockset, Satin Finish</td>
<td>$3.00</td>
</tr>
<tr>
<td></td>
<td><strong>DOOR</strong></td>
</tr>
<tr>
<td>Doors and Frames: D-03 900mm x 12mm x 2100mm Frameless Frosted Tempered Glass Storefront Single Swing Door include frameless hinges (ie Dorma or equivalent), Stainless steel bar door handles and locksets</td>
<td>$1.00</td>
</tr>
<tr>
<td></td>
<td><strong>CONFERENCE ROOM</strong></td>
</tr>
<tr>
<td>Doors and Frames: D-04 1600mm x 12mm x 2100mm Frameless Frosted Tempered Glass Storefront Double Swing Door include frameless hinges (ie Dorma or equivalent), Stainless steel bar door handles and locksets</td>
<td>$1.00</td>
</tr>
<tr>
<td></td>
<td><strong>ENTRANCE TO CO-WORKING SPACE</strong></td>
</tr>
<tr>
<td>Curtain Wall and Glazed Assemblies: CW-01 Curtain Wall Assembly 8mm Clear Annealed Float Glass panels on 40x x140mm Aluminium millions spaced at 1000mm</td>
<td>$58.00</td>
</tr>
<tr>
<td>Windows: W-01 690mmx2600mm Double Awning Window in 2 x2 aluminum framing with 8mm Annealed clear Glass</td>
<td>$4.00</td>
</tr>
<tr>
<td>Windows: W-02 550mmx2600mm Double Awning Window in 2 x2 aluminum framing with 8mm Annealed clear Glass</td>
<td>$2.00</td>
</tr>
<tr>
<td>Windows: W-03 860mmx2600mm two-panel Window; 600mm high fixed panel &amp; 1800mm length casement panel in 2 x2 aluminum framing with 8mm Annealed clear Glass</td>
<td>$2.00</td>
</tr>
<tr>
<td>Windows: W-04 2550mmx900mm Four-panel Awning Window in 2 x2 aluminum framing with 8mm Annealed clear Glass</td>
<td>$1.00</td>
</tr>
<tr>
<td>Windows: W-05 2550mmx1490mm Four-panel Awning Window in 2 x2 aluminum framing with 8mm Annealed clear Glass</td>
<td>$1.00</td>
</tr>
<tr>
<td>Windows: W-06 700mmx900mm Awning Window in 2 x2 aluminum framing with 8mm Annealed clear Glass</td>
<td>$1.00</td>
</tr>
<tr>
<td>Windows: W-07 700mmx1490mm Awning Window in 2 x2 aluminum framing with 8mm Annealed clear Glass</td>
<td>$1.00</td>
</tr>
<tr>
<td>Windows: W-08 400mmx2400mm two-panel Window; 600mm high fixed panel &amp; 1800mm length casement panel in 2 x2 aluminum framing with 8mm Annealed clear Glass</td>
<td>$1.00</td>
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<tr>
<td>Windows: W-09 400mmx2900mm two-panel Window; 600mm high fixed panel &amp; 1800mm length casement panel in 2 x2 aluminum framing with 8mm Annealed clear Glass</td>
<td>$1.00</td>
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<tr>
<td></td>
<td><strong>08 00 00 DIVISION 08 - DOORS &amp; WINDOWS</strong></td>
</tr>
<tr>
<td></td>
<td><strong>$1,024.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>09 00 00 DIVISION 09 - FINISHES</strong></td>
</tr>
<tr>
<td>FLOORING: Honed Concrete Floor with exposed aggregate finish with smooth texture, satin finish (2-3 step process of grinding, honing and polishing using resin diamond pad, application of Hardener, Densifier, Guard Sealer and burnishing)</td>
<td>$79.00</td>
</tr>
<tr>
<td>FLOORING: Pea Gravel concrete washout finish</td>
<td>$127.00</td>
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</tbody>
</table>
### Tiling

**Floor Tile**
- 1.3mm thick Vinyl Floor Tiles (APO Vinyl or equivalent) include water-based acrylic floor adhesive and vinyl floor sealer, include cement preparation
- 300mmx600mm Homogeneous Stain Resistant Ceramic Floor Tile State Salt&Pepper or equivalent include grout and Tile Adhesive + Silicone Expansion Joints

<table>
<thead>
<tr>
<th>Area</th>
<th>Material Details</th>
<th>Unit Cost</th>
<th>Unit</th>
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</thead>
<tbody>
<tr>
<td>Classrooms,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conference Room</td>
<td></td>
<td>119.00</td>
<td>m²</td>
</tr>
<tr>
<td>Toilet</td>
<td></td>
<td>8.00</td>
<td>m²</td>
</tr>
</tbody>
</table>

**Wall Tiles**
- WALL TYPE 06: 300mmx600mm Homogeneous Stain Resistant Ceramic Wall Tile State Salt&Pepper or equivalent brand include grout and Tile Adhesive + Silicone Expansion Joints

<table>
<thead>
<tr>
<th>Area</th>
<th>Material Details</th>
<th>Unit Cost</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toilet</td>
<td></td>
<td>40.00</td>
<td>m²</td>
</tr>
</tbody>
</table>

**Ceiling**
- 9mmthk x 4 x 8ft Regular Gypsum Board
- 4.5mmthk x 4 x 8ft Fibercement board
- Ceiling Framing Metal 1” x 2” x 0.6mm framing, 400x400mm OC
- 15mm Mineral Fiber Ceiling 600x1200mm Fine Fissured 15mm
- Ceiling Framing Assembly (metal guage is 0.5mm) : 43 x 24mm Tee Runner (12 ft), 38 x 24mm Cross Tees (2 ft), 22 x 22mm Wall Angle Moulding (12 ft, 3/16” Ø Hanger Rod, Clip and Angle Bracket

<table>
<thead>
<tr>
<th>Area</th>
<th>Material Details</th>
<th>Unit Cost</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toilet,</td>
<td></td>
<td>17.60</td>
<td>m²</td>
</tr>
<tr>
<td>Kitchen,</td>
<td></td>
<td>55.00</td>
<td>m²</td>
</tr>
<tr>
<td>Classrooms,</td>
<td></td>
<td>95.00</td>
<td>m²</td>
</tr>
<tr>
<td>Toilet</td>
<td></td>
<td>113.00</td>
<td>m²</td>
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</table>

**Paints and Coatings**
- *INCLUDE WASTAGE INTO MATERIAL UNIT COSTINGS*
- 3mm Veneer Paint-base cementitious Plaster white (Skim Coat Superfine Grade or approved equivalent)
- Masonry wall primer
- Semi-Gloss Latex Paint Finish (includes Preparation, 1 Coat Latex Primer, 2 Coats Finish) on prepared walls, include all consumables and miscellaneous materials
- Dead Flat Lacquer Finish (includes Sanding and Preparation, walnut oil wood stain, 1 Coat Sanding Sealer, 1 Coat Finish)

<table>
<thead>
<tr>
<th>Area</th>
<th>Material Details</th>
<th>Unit Cost</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>masonry wall primer</td>
<td></td>
<td>600.50</td>
<td>m²</td>
</tr>
<tr>
<td>all walls and columns, fascia boards exterior and interiorand ceiling</td>
<td></td>
<td>1,104.00</td>
<td>m²</td>
</tr>
<tr>
<td>Cafe,</td>
<td></td>
<td>287.83</td>
<td>bft</td>
</tr>
<tr>
<td>Lobby</td>
<td></td>
<td>28.00</td>
<td>pc</td>
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<tr>
<td>Cafe, Lobby</td>
<td></td>
<td>912.45</td>
<td>bft</td>
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</tbody>
</table>

### 09 00 00  DIVISION 9 SUBTOTAL

### 13 00 00  DIVISION 13 - SPECIAL CONSTRUCTION

### 10 28 00  Toilet Accessories
**TH Stainless Steel Toilet Tissue Dispenser**
**SD Stainless Steel Liquid Soap Dispenser**
**GRB-1 36” Length Stainless Steel Grab Bar**
**GRB-2 42” Length Stainless Steel Grab Bar**
**6mm Glass Mirror Beveled, on 10mm thk Weatherproof Marine Plywood[2300mm x 1000mm]; include Sealants and jointing compounds**

<table>
<thead>
<tr>
<th>Area</th>
<th>Material Details</th>
<th>Unit Cost</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toilet</td>
<td></td>
<td>2.00</td>
<td>pc</td>
</tr>
<tr>
<td>Toilet</td>
<td></td>
<td>2.00</td>
<td>pc</td>
</tr>
<tr>
<td>Toilet</td>
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<td>1.00</td>
<td>pc</td>
</tr>
<tr>
<td>Toilet</td>
<td></td>
<td>1.00</td>
<td>pc</td>
</tr>
<tr>
<td>Toilet</td>
<td></td>
<td>2.00</td>
<td>pc</td>
</tr>
</tbody>
</table>

### 22 13 00  Black-water Pipes
- 100mmØ uPVC Pipe S-1000
- 50mmØ uPVC Pipe S-1000

<table>
<thead>
<tr>
<th>Area</th>
<th>Material Details</th>
<th>Unit Cost</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toilet</td>
<td></td>
<td>43.00</td>
<td>km</td>
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<tr>
<td>Toilet</td>
<td></td>
<td>10.50</td>
<td>km</td>
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</table>

*Allow for wastage and contingency cost to unit costs*

### 22 00 00  DIVISION 22- PLUMBING

#### Domestic Water Piping
- 20mmØ PPR Pipe PN-20 (1/2”)
- 32mmØ PPR Pipe PN-20 (3/4”)

<table>
<thead>
<tr>
<th>Area</th>
<th>Material Details</th>
<th>Unit Cost</th>
<th>Unit</th>
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</thead>
<tbody>
<tr>
<td>Domestic Water Piping</td>
<td></td>
<td>6.00</td>
<td>km</td>
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<tr>
<td>Domestic Water Piping</td>
<td></td>
<td>26.00</td>
<td>km</td>
</tr>
</tbody>
</table>

**Domestic Water Fittings**
- 32mmØ-32mmØ-32mmØ elbow PN-20
- 20mmØ-20mmØ-20mmØ Tee PN-20
- 32mmØ-32mmØ-32mmØ Tee PN-20
- 32mmØ-20mmØ-20mmØ Reducer PN-20

<table>
<thead>
<tr>
<th>Area</th>
<th>Material Details</th>
<th>Unit Cost</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Water Piping</td>
<td></td>
<td>9.00</td>
<td>pcs</td>
</tr>
<tr>
<td>Domestic Water Piping</td>
<td></td>
<td>6.00</td>
<td>pcs</td>
</tr>
<tr>
<td>Domestic Water Piping</td>
<td></td>
<td>6.00</td>
<td>pcs</td>
</tr>
<tr>
<td>Domestic Water Piping</td>
<td></td>
<td>6.00</td>
<td>pcs</td>
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</tbody>
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### 22 11 17  Domestic Water Piping

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<th>Material Details</th>
<th>Unit Cost</th>
<th>Unit</th>
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</thead>
<tbody>
<tr>
<td>Toilet</td>
<td></td>
<td>6.00</td>
<td>km</td>
</tr>
<tr>
<td>Toilet</td>
<td></td>
<td>26.00</td>
<td>km</td>
</tr>
</tbody>
</table>
Black Water Fittings

- Clean out 100mmØ: 4.00 pcs
- Clean out 50mmØ: 2.00 pcs
- 100mmØ-100mmØ-100mmØ Long Sweep Wye: 2.00 pcs
- 90 deg 100mmØ elbow: 12.00 pcs
- 45 bend 100mmØ elbow: 3.00 pcs
- 45 Bend 50mmØ: 4.00 pcs
- Wye 100mmØ - 100mmØ - 100mmØ: 3.00 pcs
- Reducer 100mmØ - 50mmØ: 3.00 pcs
- 50 mmø-50 mmø-50 mmø Tee Sanitary Series 1000 [Atlanta or equivalent]: 3.00 pcs
- 100 mmø-100 mmø-50 mmø Tee Sanitary Series 1000 [Atlanta or equivalent]: 4.00 pcs
- P trap 50mmØ- 50mmØ: 7.00 pcs

22 13 00 Vent Pipes
- 50mmØ uPVC Pipe S-1000: 32.00 lm

22 13 19 Sanitary Drains
- Linear Floor Drain, 100mm x 900mm, Stainless Steel: 2.00 pc

22 40 00 Plumbing Fixtures
- Close Coupled Elongated Toilet, Dual FLush, 3/4,5LPF Double Flush System [American Standard Concept Cube 2630 or equivalent]: 2.00 pc
- Rinsing Spray Stainless Steel 304[BS2-002 Douche American Standard or Equivalent]: 2.00 pc
- Urinal, Wall Hung with Anti-Bac Glaze [American Standard New Washbrook 6502 or equivalent]: 1.00 pc
- Semi Pedestal Lavatory 550mm x 460mm x 430mm with fixing bolt set [American Standard Concept Cube 0550 or equivalent]: 2.00 pc
- Mono Faucet, 102mm Spout L x 68mm Spout H x 98mm [American Standard Loft Single Hole TJ57 or equivalent]: 2.00 pc
- Single Tub Stainless Steel Kitchen Sink (550mmW x 750mmL x 300mmD): 1.00 pc
- Stainless Steel Level Type Long Spout Kitchen Faucet: 1.00 pc
- 3400lt HDPE Septic Tank (1850mm dia x 1720mm height): 1.00 pc

22 00 00 DIVISION 22 TOTAL

23 00 00 DIVISION 23 - HEATING, VENTILATING AND AIR CONDITIONING (HVAC)
- Split Type Wall mounted Air Conditioner 3 HP, Dual Inverter Compressor, 70% Energy Saving, Fast Cooling, 4 Way Swing, Auto Clean, Wi-Fi include piping, drain and installation: 3.00 lot

26 00 00 DIVISION 26 - ELECTRICAL
- THHN Electrical Wire 2 mm²: 600.00 lm
- THHN Electrical Wire 3.5 mm²: 1,600.00 lm

*Allow for wastage and contingency cost to unit costs
All Lighting includes luminaires - color temperature to be determined upon approval of products
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price</th>
<th>Subtotal</th>
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<tbody>
<tr>
<td>THHN Electrical Wire 5.5 mm²</td>
<td></td>
<td></td>
<td>450.00</td>
<td></td>
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<tr>
<td>Electrical Installation Accessories (Screw, Bolts, Nuts, Electrical Tape, Connectors, And etc)</td>
<td></td>
<td></td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>Feedlines Systems</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 1/2&quot;Ø PVC pipe</td>
<td></td>
<td></td>
<td>15.00</td>
<td></td>
</tr>
<tr>
<td>PVC Fittings</td>
<td></td>
<td></td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>THHN Electrical Wire 38 mm²</td>
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<td></td>
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<tr>
<td>THHN Electrical Wire 8 mm²</td>
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<td>60.00</td>
<td></td>
</tr>
<tr>
<td>12&quot;W x 12&quot;H x 10&quot;D Pull Box</td>
<td></td>
<td></td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>Electrical Installation Accessories (Screw, Bolts, Nuts, Electrical Tape, PVC elbows, Connectors, etc)</td>
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<td></td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>Panelboards</td>
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<tr>
<td>DP</td>
<td></td>
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<td>2.00</td>
<td></td>
</tr>
<tr>
<td>PANEL BOARD with neutral and ground terminals, surface mounted, NEMA 1 enclosure.</td>
<td></td>
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<td>1.00</td>
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</tr>
<tr>
<td>Main: 100AT/150 AF 2P, 230V, 15 KAIC, MCCB, Bolt-On</td>
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<tr>
<td>Branches: 2 - 15 AT/50 AF 2P, 230V</td>
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<td></td>
<td></td>
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<tr>
<td>6 - 30AT/50 AF 2P, 230V</td>
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<td>1 - 50AT/50 AF 2P, 230V</td>
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<td>2 - Spare</td>
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<tr>
<td>ECB 30AT/50AF, BOLT-ON, NEMA 3R ENCLOSURE</td>
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<td>2.00</td>
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<td>ECB 50AT/50AF, BOLT-ON, NEMA 3R ENCLOSURE</td>
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<td>Wiring Devices</td>
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<tr>
<td>1 gang switch with plate cover</td>
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<td>6.00</td>
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<tr>
<td>2 gang switch with plate cover</td>
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<td>5.00</td>
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<tr>
<td>3 gang switch with plate cover</td>
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<td>2.00</td>
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<tr>
<td>2 gang universal type C.O. 3 pin with plate cover</td>
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<td>28.00</td>
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<tr>
<td>2 gang universal type C.O. 3 pin Floor Outlet</td>
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<td>29.00</td>
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<tr>
<td>1 gang universal type C.O. 3 pin with plate cover</td>
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<td>4.00</td>
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<tr>
<td>Lighting Fixtures</td>
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<tr>
<td>Troffer Light Louver Housing Recessed 24”x48” 600x1200mm include 2 18W LED T8</td>
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<tr>
<td>Tubelight Daylight High CRI</td>
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<tr>
<td>4” Recessed can Light E27 Receptacle, include 12 Watts, LED, Warm White, High CRI</td>
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<tr>
<td>4” Recessed can Light E27 Receptacle, include 12 Watts, LED, Warm White, High CRI</td>
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<tr>
<td>Weatherproof Circular lamp, 170mm, 15 Watts, LED, White light</td>
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<tr>
<td>Weatherproof Wall Light 150mm x 80mm LED, Warm White</td>
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<tr>
<td>Emergency Light, Wall Mounted, LED Lamp, Battery Backup</td>
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<tr>
<td>Electrical Installation Accessories (Screw, Bolts, Nuts, Electrical Tape, Connectors, And etc)</td>
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<tr>
<td>GRAND TOTAL</td>
<td></td>
<td></td>
<td>600.00</td>
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</table>
Instructions for the supplier / beneficiary

1. This form is to be used to obtain the information required for an ILO supplier record. A supplier record is necessary for the ILO to process financial transactions, and to ensure that payments are made in an accurate, efficient, and cost-effective manner. No payments can be made by the ILO without this information.

2. The completed, signed and dated “ILO Supplier Record Form Part II” should be returned to the ILO Office which sent you the form.

3. Please note that the name entered in Section C, Field 6 (bank account holder name) needs to match that in Section A, Field 1 (legal name). In case of any difference in the Legal name and the Bank account holder name, please provide the reason for it in Section C Field 8, and the legal document(s) which clearly link the supplier or beneficiary name with the bank account holder name.

4. The full legal name must be filled under Section A, Field 1. For individuals, this should correspond to the government-issued identity document/card or passport.

5. To ensure accuracy of data capture, the form must be completed using a computer. Hand-written forms will not be accepted.

6. Please note and ensure that:
   - only the details of the final destination bank where payment is to be made are entered; intermediary banks should be omitted;
   - the full postal address of the bank branch is indicated;
   - the bank branch number must be specified;
   - the bank SWIFT / BIC code is specified;
   - where the bank account is located in a country adhering to the IBAN standard, the IBAN is compulsory and must be indicated. Please refer to the Currency Guide Document (under the Country-Specific Payment Rules section).
   - while this list provides guidelines to help you fill the form, it is recommended that you also verify the correctness of information with your local banking institution;
   - the form is signed and dated;
   - if the ILO supplier record relates to a person (e.g. external collaborator, UN Volunteer, GB Member, Intern, meeting participant etc.), a copy of the national identity document is submitted;
   - for companies and organisations, the copy of the registration certificate is provided;
   - suppliers subject to VAT/GST must provide copy of the tax registration certificate;
   - all suppliers must provide copy of a bank letter or bank account document showing full banking information is accurate and complete.

7. Return the completed form to the ILO office which sent you the form, via email (scanned attachment) or postal mail.

8. The information should correspond to the intended contract, purchase order, grant or other document engaging the ILO. The supplier/beneficiary is responsible for providing all information necessary to meet banking requirements.
9. Suppliers who are legally required to charge and collect from the ILO VAT/GST sales tax must supply their VAT/GST registration number in Part II Section B.

10. The banking data captured on this form will be used until further notice. It is the responsibility of the supplier to submit a new form to the ILO in case there are changes to the banking information or contact details.

11. Please note that the payment will be made in the currency established in the contract, ILO purchase order, letter or other ILO obligating document. In case the currency of the payment differs from the currency of your bank account, currency conversion will be done by your bank at your cost. It is your responsibility to ensure that the payment currency is acceptable to your financial institution.

12. The ILO’s policy with respect to bank charges is that by default the bank charges are shared between the ILO and the supplier for all suppliers who provide goods and services to the ILO. That is, the ILO pays its bank charges to send the payment to the supplier, but should the supplier’s bank charge a fee for receiving the payment, these charges are the responsibility of the supplier.

13. If the banking information provided to the ILO is not correct and results in payment rejection by the banks, the associated additional banking fees for re-payment attempts will be borne by the supplier/beneficiary.

14. Instructions for local/national bank transfers:

Bank account numbers should comply with requirements in the Currency Guide Document and if special bank transfer payment instructions are required in certain countries, these should be indicated under Part II section C field 8 (Additional information or special instructions) of the supplier form. For example:

- **Argentina:** CBU (Clave Bancaria Uniforme) should be provided under Part II section C field 5 (Bank Account number, in full) of the supplier form. The CBU is composed of 22 digits, separated into two blocks. The first block has a 3-digit bank number, a 4-digit branch number and a check digit. The second block has 13-digit account number plus a check digit.

- **Kyrgyzstan:** an 8-digit payment code along with the purpose of payment must be provided as well as a 6-digit bank identification code BIK for the beneficiary bank.

- **Mexico:** CLABE (Clave Bancaria Estandarizada) should be provided under Part II section C field 5 (Bank Account number, in full) of the supplier form. The CLABE is composed of 18 numbers corresponding the following details:
  - Bank Code: 3 digits
  - Branch Code: 3 digits
  - Account Number: 11 digits
  - Control Digit: 1 digit

- **Russia:** VO codes should be provided under Part II section C field 8 (Bank Account number, in full) of the supplier form. The list of VO codes is available in the annex to the document.

15. Where tax identification codes are required as part of the payment instruction to the supplier, this should be indicated under Part II section C, Field 8 (Additional information or special instructions) of the supplier form. For example:

- **Argentina:** Taxpayer ID numbers CUIT for companies.
- **Azerbaijan:** 10-digit tax ID (VOEN).
- **Belarus:** Taxpayer code (UNN, UNP or INN).
- **Brazil:** Taxpayer ID numbers CNPJ for companies or juridic persons and CPF for individuals or physical persons.
- **Kazakhstan:** BIN 12-digit or INN 12-digit.
- **Mexico:** Registro Federal de Contribuyentes RFC.
- **Pakistan:** NTN/CNIC numbers.
- **Tajikistan:** 9-digit Tax ID (INN).
- **Romania:** NIF tax code if final beneficiary is TREZROBU (Ministry of Public Finance).
- **Russia:** INN code 10-digit for companies, 12-digit for individuals or KPP 9-digit code.
ILO SUPPLIER RECORD FORM - Part II

(To be completed and signed by the supplier or beneficiary and returned to the ILO Office which sent you the form)

Please type or complete on a computer. Hand-written forms will not be accepted.

<table>
<thead>
<tr>
<th>Name of the person or Name and Title of the Company or Organization Representative (if applicable) filling the form:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>I confirm that the data submitted to the ILO is correct.</td>
</tr>
</tbody>
</table>

Section A: General Information

1. Full legal name of the supplier or beneficiary:
   (For persons: title (Mr, Mrs, Ms), last name(s), first name(s), as shown on the national identity document)

2. Street Address:
   
   City:  
   Country:  
   Postal Code:

3. Tel:  
4. E-mail:  
5. Fax:  
6. www.address:  

Required for all people (as per paragraph 6 in the instructions):

7. Date of Birth:  
8. Nationality:  

Required for Companies and Organizations ONLY:

9. Contact Name and Title (Focal Point for contract related matters):
### Section B: VAT/GST information

1. TAX Registration Number:

### Section C: Banking Information for Payments to the supplier (please see instructions)

1. Name of Bank in full:

2. Bank Branch name in full:

3. Bank Branch address in full:
   - City:
   - State / Province:
   - Country:
   - Postal code:

4. Bank Branch number / Transit Code:
   (complete relevant field):
   - Please open this file and look for specificities of the country of your bank branch:
     ![Bank branch transit codes.xlsx](link)

5. **IN ALL CASES, the SWIFT / BIC Code:**

6. Bank Account number, in full:

7. **Bank Account Holder name**, in full:
   - *This name must match the one indicated in Section A. If not, payments will be rejected by the banks, and result in delays and additional bank fees.*

8. **IBAN:**
   - *An IBAN MUST be provided for all Bank Accounts in countries adhering to the IBAN standard*

9. Additional information or special instructions:
   (e.g. Tax ID, National ID) refer to the requirements per the
   [Currency Guide Document](link)
For more information on the Management of Submissions please refer to Chapter 7 of the Procurement Manual.

For an ITB, please note that the technical and financial aspects may also be submitted in the same envelope.

Annexes B, C, D & technical offer

Annexe E only
CONTRACT FOR CONSTRUCTION SERVICES

[PO NUMBER]

between

THE INTERNATIONAL LABOUR ORGANIZATION

represented by

THE INTERNATIONAL LABOUR OFFICE

and

[COMPANY NAME]

<table>
<thead>
<tr>
<th>Time for Completion of the Works</th>
<th>[TO BE COMPLETED]</th>
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</thead>
<tbody>
<tr>
<td>Currency and Total Value of the Contract</td>
<td>[CURRENCY AND TOTAL VALUE]</td>
</tr>
<tr>
<td>ILO Programme/Project Name</td>
<td>[TO BE COMPLETED]</td>
</tr>
</tbody>
</table>
Contract for Construction Services (No. PO [to be completed])

This Contract is made and entered into on [date] by and between the International Labour Organization, represented by the International Labour Office, itself represented by the Director of its Country Office for the Philippines (hereinafter “ILO”), located at 19th Floor, Yuchengco Tower, RCBC Plaza, Ayala Avenue, Makati City Philippines and [contractor’s name] (hereinafter “Contractor”), a corporation with its office located at [address].

STATEMENTS:

Whereas the ILO declares through its authorized representative:

1. The ILO was created in 1919 as part of the Treaty of Versailles and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes pursuant to the Constitution of the International Labour Organisation as recognized in the Convention on the Privileges and Immunities of the Specialized Agencies (1947) and its Annex I relating to the ILO ratified by the Philippines on 20 March 1950, and relevant national and international law, including Agreement between the ILO and the Government of the Philippines Concerning the establishment of an Office of the Organisation in Manila.

2. The Parties recognize that the Contract is part of the Project Bringing Back Jobs Safely Under the COVID 19 Crisis in the Philippines: Rebooting Small and Informal Businesses Safely and Digitally (PHL/21/02/JPN) financed by Japan. The Department of Information and Communications Technology is the main partner of the ILO at the local level. It owns the Land Digital Transformation Center – Innovation Hub targeted by the Project and is the beneficiary of the Works that will be performed under the present Contract. However, the Department of Information and Communications Technology will not have a formal role considering budget-ownership. The responsibilities, prerogatives, rights and obligations in the management of the Works and other services required for the execution of the Project will remain with the ILO.

Whereas the Contractor declares through its authorized representative:

1. The Contractor is a legally established and registered entity and has the full legal right, power and authority to enter into and perform all its obligations under this Contract.

2. The Contractor is experienced in and familiar with all aspects of the services, materials and equipment to be provided under the Contract and has extensive technical, operational, administrative and human resources necessary to carry out the Works under the Contract. The Contractor is properly licensed, qualified, equipped, organized and financially able to perform the Works in accordance with all applicable laws, ordinances, regulations and rules. Personnel used in the performance of the Works will have the qualifications, skills and experience necessary to perform the Works and will have the Work record as represented to the ILO. The Contractor has taken field measurements and has verified all field conditions, which may affect the Works and is aware and has fully accounted for the conditions, specification, Work schedules, budgets and economic planning of the project.

3. All Contractor’s employees, agents and subcontractors, having access to the ILO’s confidential Information will be advised of the obligations contained in Paragraph 14.11 of the General Conditions for Construction Services and shall abide by them.

4. The Contractor is an independent contractor and agrees to perform the Work under the terms and conditions of this Contract.
ARTICLES:

ARTICLE 1 CONTRACTUAL DOCUMENTS

The Contract is composed of the following documents listed in their order of precedence:

− This Contract document;
− Exhibit A: General Conditions for Construction Services;
− Exhibit B: Bidding Documents including the Terms of Reference, Site Management Instructions and the ILO Safety Instructions;
− Exhibit C: List of Drawings, Blueprints and Project Documents;
− Exhibit D: Offer of the Contractor;
− Exhibit E: Workplan;
− Exhibit F: Form of Contractor's Monthly Statement (monthly measurement of Services);
− Exhibit G: List of Equipment and Components for Advance Payment;

Other documents expressly incorporated by reference in the foregoing, and Modifications issued after performance of this Contract, are as fully a part of the Contract as if attached to this Contract or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2 WORKS

The Contractor shall fully execute the Works described in the Contract, except to the extent specifically indicated in the Contract to be the responsibility of others. If any Works have been commenced or performed prior to the performance of the Contract, such Works shall be subject to the terms and conditions of the Contract, as applicable.

ARTICLE 3 DATE OF COMMENCEMENT AND TIME FOR COMPLETION OF THE WORKS

The date of commencement of the Works shall be stated in a Notice to proceed issued by the ILO or the Project Manager, if the project management has been partially or fully delegated by the ILO to another entity in accordance with Article 7. The Time for Completion shall be six (6) months measured from the date of commencement, subject to adjustment by Modification, as described in the Contract. The Contract will expire upon fulfilment by the Parties of their respective obligations or otherwise in accordance with its provisions.

ARTICLE 4 PRICE

The ILO shall pay the Contractor the Price based on the approved bill of quantities for Contractor's performance of the Contract. The Price based on bill of quantities shall be [amount and currency], subject to adjustment by Modification as described in the Contract. The Price based on bill of quantities covers all Contractor's obligations under the Contract and all things necessary for the proper, execution and completion of the Works and the remedying of any defects, including all fee, licenses, overhead, profit and general conditions.

ARTICLE 5 PAYMENTS

Advance Payment: An Advance Payment of up to 15% of the total Contract cost [amount and currency] shall be made to the Contractor for all purchases itemized in Exhibit G to the Contract (List of Equipment and Components for Advanced Payment) upon signature of the Contract by both parties and the Contractor's delivery of the Advance Payment Security to the ILO in accordance with Paragraph 3.24 of the General Conditions for Construction Services.
When the advance payment is for mobilization (i.e., not only purchasing equipment or raw material but also recruiting personnel and engaging the work, a retention of 15% may be made on each invoice.

The Contractor shall submit Monthly Statements to the ILO in the form attached hereto as Exhibit F, addressed to the following:

**PROJECT MANAGER**

Mr. Aristotle Marc Go  
arisgo@90design.org

With a copy to:

Ms. Tonilyn Lim (limt@iquest.org) and  
Ms. Bea Parungo (parungo@ilo.org)  
International Labour Office  
Country Office for the Philippines  
19th Floor Yuchengco Tower, RCBC Plaza,  
Ayala Avenue, Makati City, Philippines
Progress Payments: Based on Monthly Statements submitted by the Contractor to the ILO in accordance with the Contract, the ILO shall make Progress Payments to the Contractor on account of the approved bill of quantities. Progress payments to the Contractor can also be made in advance based on deliverables already received or Monthly Statement showing that the Work completed so far is in line with the agreed Workplan. The currency for payments by the ILO to the Contractor shall be in Philippine Pesos (PHP).

Final Payment: A Final Payment in the amount of the last monthly progress billing shall be made by the ILO within thirty (30) days after issuance of the Certificate of Final Acceptance of the Work by the ILO, as stated in Paragraphs 10.9 and 3.25.1 of the General Conditions for Construction Services, and receipt by the ILO of the original Warrantee Security.

ARTICLE 6 WARRANTY PERIOD APPLICABLE TO THE WORKS

The Warranty Period shall commence on the date of Final Acceptance of all of the Works as established in the Certificate of Final Acceptance and shall continue for a period of one (1) year. During this Period, the Contractor shall be liable for the soundness and safety of the Works, the materials and the ground conditions.

ARTICLE 7 PROJECT MANAGEMENT

The project management will be carried out by ILO’s External Collaborator for Innovation Hubs (the “Project Manager”), contracted by the ILO for the management of the project in the Philippines. The Project Manager will be represented by Mr. Aristotle Marc Go. Any change in the representative of the Project Manager will be communicated by the ILO in writing to the Contractor.

Pursuant to Paragraph 4 of the General Conditions for Construction Services, the Project Manager is granted the power to represent the ILO in relation to the day-to-day management of the Works, which includes the supervision, coordination and evaluation of the Works, and will manage on behalf of the ILO receipt of any communications from, as well as the submission of plans, documents and Monthly Statements by, the Contractor. The Project Manager has the right to reject any Works, which are not in conformity with any requirements of this Contract. However, the Project Manager does not have the power to approve Work Variations (Paragraph 7.2 of the General Conditions for Construction Services), Construction Change Directives (Paragraph 7.3 of the General Conditions for Construction Services), Monthly Statements submitted by the Contractor (Paragraph 10.3.1 of the General Conditions for Construction Services) nor any other matters having a financial implication on the project.

ARTICLE 8 ILO FOCAL POINT AND PROJECT COORDINATOR

The ILO Focal Point for communications and logistics shall be the MSME Digitalization Coordinator, Ms. Bea Parungo (parungo@ilo.org) of the ILO Country Office for the Philippines.

The ILO’s Project Coordinator responsible for the technical and contractual administration of this Contract shall be the Chief Technical Adviser of the project, Ms. Tonilyn Lim (limt@iloguest.org) of the ILO Country Office for the Philippines.

Delegation to another ILO Official shall be communicated to the Contractor in writing, in accordance with Paragraph 14.3.2 of the General Conditions for Construction Services.

ARTICLE 9 TAXES

Pursuant to the 1947 United Nations Convention on Privileges and Immunities of the Specialized Agencies and its Annex I relating to the ILO, the ILO enjoys a special tax status in the Philippines, and may be exempt from the payment of sales, use, and similar taxes upon the purchase of materials and supplies required to be included in and remain part of the improvements or otherwise utilized exclusively in the Works (“Tax Exempt Items”). The Contractor shall comply with Paragraph 3.6 of the General Conditions for Construction Services with respect to Tax Exempt Items. The ILO’s exemption from taxation does not extend to any taxes the Contractor must contribute or withhold on behalf of its officers, agents or employees or to any sales or other taxes the Contractor may incur.

ARTICLE 10 PERMITS, FEES AND NOTICES

Pursuant to the ILO’s privileges and immunities as an international organization, the ILO is not required, nor does it intend under ordinary circumstances, to obtain or require to be obtained on its behalf construction or building permits from any governmental entity in connection with the Works for which the Contractor has been contracted under this Contract.
Notwithstanding the foregoing, the Contractor shall procure, maintain and pay all costs of the permits and permissions necessary for the performance of its services.

**ARTICLE 11  BANK SECURITIES**

**Advance Payment Security**

The amount of the Advance Payment Security required under Paragraph 3.24 of the General Conditions for Construction Services shall be 100% of the payment made in advance to the Contractor, which is [amount and currency]. The list of Equipment and Components for Advance Payment is attached hereto as Exhibit G. Its validity shall be until two (2) months after the Contract duration has ended and will be released after the issuance of the Certificate of Final Acceptance of the Works.

The Contractor shall deliver the Advance Payment Security to the ILO within seven (7) days after Contract signature and shall submit the original to the ILO.

**Performance Security**

The amount of the Performance Security required under Paragraph 3.25 of the General Conditions for Construction Services shall be 10% of the total Contract Price.

The Contractor shall deliver the Performance Security to the ILO within **seven (7)** days after Contract signature and shall submit the original to the ILO.


**Warranty Security**

The amount of the Warranty Security required under Paragraph 3.26 of the General Conditions for Construction Services shall be 10% of the total Contract Price. The Warranty Security shall be established in the name of the Department of Information Communications and Technology, who owns the property.

The Contractor shall deliver the Warranty Security to the ILO within seven (7) days of ILO’s issuance of the Certificate of Final Acceptance of the Works and shall submit the original to the ILO, which will hand it over to the Department of Information Communications and Technology, who owns the property.

The Contractor shall ensure that the Warranty Security is valid and enforceable from the date of issuance of the Certificate of Final Acceptance of the Works and continues for one (1) year.

**ARTICLE 12  DELAY DAMAGES**

If Provisional Acceptance of the Works is not certified within the Time for Completion as described in Paragraph 10.8 of the General Conditions for Construction Services, the Contractor shall pay to the ILO delay damages in the amount of 0.3% of the [total Contract price or price of certain deliverables] Price per day, beginning on the first day after expiration of the Time for Completion continuing through the date of Provisional Acceptance as established in the Certificate of Provisional Acceptance of the Works.

**ARTICLE 13  ESCALATION PROCESS**

The parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof by direct informal negotiations, including, where agreed, by referral, to an executive level of authority within the parties. This referral shall be:

Project Coordinator: Ms. Tonilyn Lim (limt@iloguest.org) for the ILO and [name and email] for the Contractor. If they are not able to find an agreement within a period of ten (10) days (or a period mutually agreed by the parties), the dispute will be escalated to:

[name and email] for the ILO and [name and email] for the Contractor, where the parties will have a period of fifteen (15) days (or a period mutually agreed by the parties) in which to find an agreement.

**ARTICLE 14  ARBITRATION**
Unless settled amicably under Paragraph 4.4 of the General Conditions for Construction Services, within sixty (60) days after receipt by one party of the other party’s written request, any dispute, controversy or claim arising out of the Contract, or the breach, termination, or validity thereof, or its existence or interpretation will be settled by arbitration in accordance with the UNICITAL Arbitration Rules then prevailing. A demand for arbitration by the Contractor shall not be valid unless the Contractor has satisfied its obligations under Paragraphs 4.3 and 4.4 of the General Conditions for Construction Services. The Contractor shall include, in its Notice of demand for arbitration, a certification that it has fulfilled all of its obligations under Paragraphs 4.3 and 4.4. During arbitration proceedings, the ILO and the Contractor shall comply with Paragraph 4.3.4 of the General Conditions for Construction Services. In addition:

- a) the place of arbitration will be Bangkok, Thailand;
- b) the decisions of the arbitral tribunal will be based on general principles of international commercial law and the Philippines substantive requirements on matters related to environment, labour, safety and health, and construction as binding on the Contractor;
- c) the arbitral tribunal will have no authority to award punitive damages;
- d) the parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim arising out of the Contract, or the breach, termination or invalidity thereof; and
- e) the arbitration proceedings shall be conducted in English.

The courts of the Philippines shall have exclusive jurisdiction in connection with the Contract exclusively for the following legal actions: 1) to compel arbitration by a party that refuses to submit to arbitration after receiving Notice from the other party, or 2) to enforce an arbitration award issued by the arbitral tribunal, following the final arbitration decision.

**ARTICLE 15 RULING LANGUAGE**

The ruling language and language for communications with respect to the Contract and the Works shall be English. The Contract is signed in English. In the event this Contract is translated into a language other than English, the English version will prevail. If there are versions of any part of the Contract, which are written in more than one language, the English will prevail.

**ARTICLE 16 NOTICE**

Whenever Notice to the ILO is required by the Contract, such Notice shall be deemed to have been given only if made in writing and delivered (a) in person to the Project Manager, or (b) by internationally recognized overnight delivery service with proof of receipt to the following:

International Labour Office  
Country Office for the Philippines  
19th Floor, Yuchengco Tower, RCBC Plaza Ayala Avenue, Makati City, Philippines

**Attention:** Mr. Khalid Hassan, Director, ILO Country Office for the Philippines

Whenever Notice to the Contractor is required by the Contract, such Notice shall be deemed to have been given only if made in writing and delivered (a) in person to [name of the contact person in the company], Contract Manager, or (b) by internationally recognized overnight delivery service with proof of receipt to the following:

[Contractor's name and address]

**Attention:** [name of the contact person in the company]

**ARTICLE 17 RELATIONSHIP OF PARTIES**

Nothing contained in the Contract shall be construed as the establishment or creation of a relationship of employer and employee between the ILO and the Contractor, it being agreed that the position of the Contractor and anyone else performing any of the Works hereunder is that of an independent contractor. The agents or employees of the Contractor engaged in performing the Works hereunder are employees of the Contractor for all purposes and will under no circumstances be deemed to be employees of the ILO.
Nothing in the Contract shall be deemed a waiver of any of the privileges and immunities of the International Labour Organization recognized in the Convention on the Privileges and Immunities of the Specialized Agencies (1947), and relevant national and international law.

**ARTICLE 18 SUBCONTRACTORS**

In exceptional cases, the Contractor is authorised to subcontract part of the Works, with the prior approval of the ILO. The authorization and approval by the ILO of a subcontractor does not relieve the Contractor of any of its obligations under the Contract and the Contractor is solely responsible for the Works provided by a subcontractor in the framework of the Contract, including their quality. The Contractor, to the same extent as for its own personnel, will be liable for a subcontractor who is performing any part of the Contractor's obligations under the Contract. The terms of any subcontract will be subject to and be in conformity with the provisions of the Contract. The Contractor shall ensure that its subcontractor(s) do not subcontract, assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract, unless the Contractor has received the prior written authorization from the ILO.

**ARTICLE 19 HANDOVER OF THE WORKS**

The equipment installed, as well as the Works and services performed under the Contract will be handed over by the ILO to the Department of Information and Communications Technology once the Certificate of Final Acceptance has been established. The Department of Information and Communications Technology will accept and take charge of the performed Works as they are on the date of signing the Certificate of Final Acceptance and assume full responsibility and care of any further management and maintenance of the Works. The ILO will no longer be responsible for this project and the Contractor shall deal directly with the Department of Information and Communications Technology on all issues related to the Contract, including the state, quality and viability of the Works carried out by the Contractor, as well as any damage to them.

As indicated in Article 6 of the Contract, the Warranty Period shall commence on the date of Final Acceptance of all the Works as established in the Certificate of Final Acceptance and shall continue for a period of one (1) year. All the issues that may result from or happen or arise in relation to the Works during that Warranty Period and onwards shall be dealt with between the Contractor and the Department of Information and Communications Technology.

**ARTICLE 20 NON-EXCLUSIVE**

Nothing in the Contract will be construed to restrict the ILO's soliciting, purchasing or performing work similar or identical to the Works being performed by the Contractor.

**IN WITNESS WHEREOF**, the parties hereto duly execute this Contract all as of the day and date first below written, each by a duly authorized officer or officers.

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**INTERNATIONAL LABOUR ORGANIZATION**

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**CONTRACTOR**

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SOP for Procurement under EIIP and other DC Construction
Annex 2 – Template Tender Document using Physical Tendering with the ILO Construction Contract
EXHIBIT A TO CONSTRUCTION CONTRACT

GENERAL CONDITIONS FOR ILO CONSTRUCTION CONTRACTS
General Conditions for Construction Services
1. DEFINITIONS
   1.1. Basic Definitions
   1.2. Execution and Intent
   1.3. Ownership and Use of Drawings, Specifications and Other Documents
   1.4. Capitalization
   1.5. Interpretation

2. ILO
   2.1. Definition
   2.2. Information and Services Required of the Project Manager
   2.3. Right to Stop the Works
   2.4. ILO’s Right to Carry out the Works
   2.5. ILO’s Right to Inspect the Works

3. CONTRACTOR
   3.1. Definition
   3.2. Review of Contractual Documents and Field Conditions by the Contractor
   3.3. Supervision and Construction Procedures
   3.4. Labour and Materials
   3.5. Warranties
   3.6. Taxes
   3.7. Compliance with Building Codes, Permits, Fees and Notices
   3.8. Price
   3.9. Superintendent
   3.10. Contractor’s Construction Schedules (Workplan)
   3.11. Documents and Samples at the Site, Surveys Lines and Levels
   3.12. Shop Drawings, Product Data and Samples
   3.13. Use of Site
   3.14. Cutting and Patching
   3.15. Waste Management and Site Cleaning Up
   3.16. Access to Works
   3.17. Intellectual Property and Royalties
   3.18. Indemnification
   3.19. Communications
   3.20. Pumping, Draining and Protection of Existing Structures
   3.21. Examination of the Site
   3.22. Meetings
   3.23. Bank Securities
   3.24. Advance Payment Security
   3.25. Performance Security
   3.26. Warranty Security

4. ADMINISTRATION OF THE CONTRACT
   4.1. Project Management
   4.2. Administration of the Contract
   4.3. Claims and Disputes
   4.4. Resolution of Claims and Disputes
   4.5. Arbitration

5. SUBCONTRACTORS
   5.1. Definitions
   5.2. Award of Subcontracts and Other Contracts for Portions of the Works
   5.3. Subcontractual Relations
   5.4. Contingent Assignment of Subcontracts

6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
   6.1. ILO’s Right to Perform Construction and to Award Separate Contracts
   6.2. Mutual Responsibility
   6.3. ILO’s Right to Clean Up
7. CHANGES IN THE WORKS
   7.1. Changes
   7.2. Variations
   7.3. Construction Change Directives
   7.4. Requirement for Variation or Construction Change Directive

8. TIME
   8.1. Definitions
   8.2. Progress and Completion
   8.3. Delays and Extensions of Time

9. FORCE MAJEURE

10. PAYMENTS AND COMPLETION
   10.1. Price
   10.2. Schedule of Payments and Fees
   10.3. Monthly Statements and Progress Reports
   10.4. Payment
   10.5. Decisions to Withhold Payment
   10.6. Payment of Subcontractors
   10.7. Failure of Payment
   10.8. Provisional Acceptance
   10.9. Final Acceptance and Final Payment

11. PROTECTION OF PERSONS AND PROPERTY
   11.1. Safety Precautions and Programs
   11.2. Safety of Persons and Property
   11.3. Emergencies

12. INSURANCE
   12.1. General Requirements for Insurances
   12.2. Required Insurance Coverage and Limits

13. UNCOVERING AND CORRECTION OF WORKS
   13.1. Uncovering of Works
   13.2. Correction of Works
   13.3. Acceptance of Non-conforming Works

14. MISCELLANEOUS PROVISIONS
   14.1. Ruling Language
   14.2. Successors and Assigns
   14.3. Administrative Control
   14.4. Rights and Remedies
   14.5. Tests and Inspections
   14.6. Commencement of Statutory Limitation Period
   14.7. Advertising Award
   14.8. Contractor’s Personnel
   14.9. Survival and Severability
   14.10. Relationship of Parties
   14.11. Confidential Information
   14.12. Labour Standards
   14.13. Building Maintenance

15. ESCALATION PROCESS

16. TERMINATION OR SUSPENSION OF THE CONTRACT
   16.1. Termination by the Contractor
   16.2. Termination by the ILO
   16.3. Suspension by the ILO for Convenience
GENERAL CONDITIONS FOR CONSTRUCTION SERVICES

1. DEFINITIONS

1.1. Basic Definitions

1.1.1. Contract

The Contract between the International Labour Organization (ILO) and the Contractor, and any Addenda and Exhibits thereto including these General Conditions for Construction Services (“General Conditions”), and any Modifications issued after entering into the Contract constitute the complete and exclusive agreement between the parties. A Modification is: (a) a written amendment to the Contract signed by the ILO and the Contractor; (b) a Variation; or (c) a Construction Change Directive. The Contract includes other documents as may be specifically incorporated by reference in the Contract document or attached thereto as an Addendum or Exhibit.

The Contract shall not be construed to create a contractual relationship of any kind: (a) between the Project Manager and the Contractor; (b) between the ILO and a subcontractor; or (c) between any persons or entities other than the ILO and the Contractor. Nothing contained or related to the Contract shall be construed to create a legal partnership, a joint venture, employment or agency relationship between the ILO and the Contractor. Moreover, the officials, representatives, employees, or subcontractors of either the ILO or the Contractor will not be considered in any respect as being the employees or agents of the other. The Project Manager shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Project Manager’s duties. The provisions of this Paragraph 1.1.1 shall not be interpreted to bar, limit or waive any right the ILO may have to recover from a subcontractor any damage, including pecuniary loss to the ILO, or failure to properly perform any part of the Works by such subcontractor.

1.1.2. Works

The term "Works" means the whole of the activities, services, materials, equipment, matters, and items required to be done, delivered, or performed by the Contractor in accordance with the terms of the Contract, whether completed or partially completed, and includes all labour, materials, equipment and services provided or to be provided by the Contractor to fulfil its obligations. The Works may constitute the whole or a part of the Project.

1.1.3. Project

The Project is the total construction or renovation of which the Works performed under the Contract may be the whole, or a part and which may include construction or renovation by the ILO or by separate contractors.

1.1.4. Drawings

The Drawings are the graphic and pictorial portions of the Contractual Documents, wherever located, whatever media and whenever issued, showing the design, location and dimensions of the Works, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.5. Specifications

The Specifications are the portion of the Contractual Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Works, and performance of related services.

1.1.6. Proscribed Practices
“Proscribed Practice”: The Contractor and its personnel certifies that they have not and will not engage in proscribed practices during the procurement process and the performance of the Contract. If the Contractor or its personnel is found to have engaged in Proscribed Practices, the ILO reserves the right, without prejudice to any other rights or remedies, to require full or partial restitution of sums previously paid by the ILO under the Contract and impose sanctions as per the ILO applicable procedures. The Contractor shall immediately notify the ILO upon becoming aware of any Proscribed Practices, or suspicion thereof, surrounding the procurement process or the performance of the Contract. The ILO may also share information regarding these sanctions with other Intergovernmental or UN organizations. In order to ensure the respect of these obligations, the ILO provides the following definitions of conduct or behaviour that constitute Proscribed Practices:

a) “Fraud” or “Fraudulent practice”: any act or omission whereby an individual or entity knowingly misrepresents or conceals a fact (a) in order to obtain an undue benefit or advantage or avoid an obligation for himself, herself, itself, or a third party; and/or (b) in such a way as to cause an individual or entity to act, or fail to act, to his, her or its detriment.

b) “Presumptive fraud”: any allegations of fraud that have been deemed to warrant an investigation and, if substantiated, would establish the existence of fraud resulting in loss of resources to the Organization.

c) “Corruption” or “Corrupt practice”: the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.

d) “Coercion” or “Coercive practice”: an act or omission that impairs or harms, or threatens to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party.

e) “Collusion” or “Collusive practice”: an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

f) “Unethical practice”: any conduct or behaviour that is actual, potential, or perceivable as a conflict of interest. This may include the receipt of gifts and hospitality, violation of post-employment provisions, or non-compliance with other published requirements of doing business with the ILO.

g) “Obstruction” or “Obstructive practice”: the deliberate destruction, falsification, alteration or concealing of evidence material to an investigation or making false statements to investigators in order to materially impede an investigation into allegations of a fraudulent, corrupt, collusive or coercive practice; and/or threatening, harassing, or intimidating another to prevent them from disclosing their knowledge of matters relevant to an investigation or from pursuing an investigation; or an act intended to materially impede the exercise of the ILO’s inspection and audit rights.

The Contractor shall keep and maintain accurate accounts and records with respect to all costs incurred and moneys expended in connection with the Works, in accordance with internationally accepted accounting principles, and in such form and detail as will clearly identify all relevant charges, costs and expenditures and the bases thereof. The Contractor shall preserve all accounts and records relating to the Works for a period of ten (10) years after final payment under this Contract and provide complete access to all such accounts and records to any authorized ILO official, or delegate person or entity investigating an alleged Proscribed Practice.

1.1.7. Prohibited Conduct

“Prohibited Conduct”: The ILO provides the following definitions of conduct or behaviour that constitute prohibited conduct:

“Sexual exploitation” is any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to profiting monetarily, socially, or politically from the sexual exploitation of another.

“Sexual abuse” is the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

Sexual activity with children (persons under the age of eighteen (18) regardless of age of majority or age of consent locally. Mistaken belief in the age of a child is not an excuse.

Exchange of money, employment, assistance, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour.
1.1.8. Conflict of Interest

If at any stage of the procurement process or during Contract performance a conflict of interest arises, or appears likely to arise, including any situation in which the interests of the Contractor conflict with the interests of the ILO, or any situation in which any ILO official, employee or person under a contract with the ILO may have, or appears to have, an interest of any kind in the Contractor's business or any kind of economic or personal ties with the Contractor, then the Contractor will immediately notify the ILO in writing, setting out all relevant details. The Contractor will take such steps as the ILO may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of the ILO.

1.1.9. Law

“Law” means any labour or collective bargaining agreements applicable to, and any law, code, statute, rule, ordinance, regulation, interpretation or order of any governmental entity or public authority having jurisdiction over the Contract, the Works, the Contractor, or a subcontractor.

1.2. Execution and Intent

1.2.1. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site or the premises, become familiar with local conditions under which the Works are to be performed and correlated personal observations with the requirements of the Contract.

1.2.2. The intent of the Contract is to include all items necessary for the proper execution and completion of the Works by the Contractor. The Contractual Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract and reasonably inferable from them as being necessary to produce the intended results.

1.2.3. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Works among subcontractors or in establishing the extent of Works to be performed by any trade.

1.2.4. Unless otherwise stated in the Contract, words which have well-known technical, or construction industry meaning are used in the Contract in accordance with such recognized meanings.

1.3. Ownership and Use of Drawings, Specifications and Other Documents

The Drawings, Specifications and other design documents are instruments of service, which are sole and exclusive property of the ILO to which the ILO retains all ownership, statutory and other Intellectual Property rights, including copyright. Neither the Contractor nor any subcontractor or material or equipment supplier shall own or claim Intellectual Property rights in the Drawings, Specifications, and other design documents. All copies shall be returned to the ILO, on request, upon completion of the Works. The Drawings, Specifications and other design documents and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used, in original or derivative form, by the Contractor or any subcontractor on other projects or for additions to this Project outside the scope of the Works without the specific written consent of the ILO. The Contractor and subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other design documents appropriate to and for use in the execution of their Works under the Contract. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications, and other design documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the ILO's copyright or other reserved Intellectual Property rights.

1.4. Capitalization
Terms capitalized in these General Conditions include: (a) those which are specifically defined; (b) the titles of numbered Paragraphs in the General Conditions and to Articles in the Contract; or (c) the titles of other documents.

1.5. Interpretation

In the interest of brevity, the Contract frequently omits modifying words such as "all" and "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. "Include" or "including" shall be construed to mean "including, but not limited to." Words indicating the singular also include the plural and words indicating the plural also include the singular.

2. ILO

2.1. Definition

2.1.1. The ILO is the person or entity identified as such in the Contract and is referred to throughout the Contract as if singular in number. The term "ILO" means the ILO or the ILO's authorized representative. The ILO has full juridical personality, including the ability to contract and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes pursuant to the Constitution of the ILO. Nothing in or related to the Contract will be deemed a waiver of any of the privileges and immunities of the ILO recognized in the Convention on the Privileges and Immunities of the Specialized Agencies (1947) and Annex I relating to the ILO, and relevant national and international law.

2.1.2. The Project Manager is identified in the Contract and is a private, independent third party contracted by the ILO to assist the ILO in the administration and supervision of the Contract and the performance of Works thereunder. Nevertheless, the Contractor shall remain accountable to the ILO. The Project Manager has the power to represent the ILO vis-à-vis discussions with relevant public authorities of the country, municipality of the city or area, as well as other third parties and give the Contractor instructions based on the requirements of the ILO. The Project Manager: (a) will not be responsible for and will not have control or charge of construction means, methods, or techniques; (b) will not be responsible for or have control over the acts or omissions of the Contractor, subcontractors or any other persons performing any of the Works; and (c) will not be responsible for the Contractor's or a subcontractor's failure to carry out the Works in accordance with the Contract.

2.2. Information and Services Required of the Project Manager

2.2.1. At the request of the Contractor, the Project Manager shall furnish to the Contractor any information, which is in the Project Manager's or the ILO's possession regarding the site of the Works and existing conditions at the site, which is relevant to the execution of the Works, such as utility locations, legal descriptions and limitations, as-built drawings, and the like.

2.2.2. Information, services, or materials under the ILO's control shall be furnished by the Project Manager with reasonable promptness to avoid delay in orderly progress of the Works.

2.2.3. Unless otherwise provided in the Contract, the Contractor will be furnished, free of charge, such copies of Drawings and Specifications as are necessary for the execution of the Works.

2.2.4. Whenever the ILO or the Project Manager is permitted or required to determine any matter, the ILO or the Project Manager shall consult with the Contractor in an effort to reach an agreement. If an agreement is not achieved, the ILO shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances. The ILO's determination shall be binding and shall
2.3. Right to Stop the Works

If the Contractor fails to correct any part of the Works not in accordance with the requirements of the Contract, as required by Paragraph 13.2, or fails to carry out the Works in accordance with the Contract, the ILO, by written order signed personally or by the Project Manager or another agent specifically empowered by the ILO, may order the Contractor to stop the Works, or any portion thereof, until the cause for such order has been eliminated. However, the right to stop the Works shall not give rise to a duty on the part of the ILO to exercise this right for the benefit of the Contractor, a subcontractor or any other person or entity.

The Contractor is hereby notified that at any time, with twenty-four (24) hours’ notice, the ILO or the Project Manager may stop the Works and prohibit access to the site to the Contractor, a subcontractor or any other person or entity in the case of an important event, such as a visit to the ILO office of any important person for which special security measures are to be put in place. In general, such Works interruption may not last longer than one day. In no case will the payment of compensation or indemnities be accepted for the consequences of the interruption of the Works.

2.4. ILO’s Right to Carry out the Works

If the Contractor defaults or neglects to carry out any part of the Works in accordance with the Contract and fails, within a three (3) day period after receipt of written communication from the ILO or the Project Manager, to commence and continue correction of such default or neglect with diligence and promptness, the ILO may after such three (3) day period give the Contractor a second written communication to correct such deficiencies, within a twenty-four (24) hour period. If the Contractor within such twenty-four (24) hour period after receipt of such second communication fails to commence and continue to correct any deficiencies, the ILO may, without prejudice to other remedies, assign the Works to another party to correct such deficiencies. In such a case an appropriate Construction Change Directive shall be issued deducting from payments then or thereafter due to the Contractor the cost and expense of correcting such deficiencies, including compensation for the Project Manager’s or any consultant's additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the ILO.

2.5. ILO’s Right to Inspect the Works

The ILO shall have complete access to any portion of the Works at any time for the purpose of inspection thereof, including materials stored off site. The ILO shall have the right to comment at any time on the Contractor's performance and to require strict compliance with the Contract.

3. CONTRACTOR

3.1. Definition

The Contractor is the person or entity identified as such in the Contract, and is referred to throughout the Contract as if singular in number. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

3.2. Review of Contractual Documents and Field Conditions by the Contractor

3.2.1. The Contractor represents and warrants that it has taken field measurements and has verified all field conditions, which may affect the Works. The Contractor has carefully studied and compared the Contractual Documents with each other and with its own field measurements and field condition reports and with the other information furnished by the ILO and the Project Manager pursuant to Paragraph 2.2. The Contractor has communicated to the Project Manager in writing any errors, discrepancies, inconsistencies, or omissions, which exist in the Contractual Documents as of the
date of the Contract. Should the Contractor become aware of any errors, discrepancies inconsistencies or omissions in the Contractual Documents after the date of the Contract, the Contractor shall promptly communicate same to the ILO or the Project Manager in writing before proceeding with any Works affected thereby. Upon receipt of such communication, the ILO or the Project Manager will issue an interpretation, which shall be final and shall be adhered to by the Contractor at no additional cost to the ILO. If the Contractor performs any Works, which involves a recognized error, inconsistency, or omission in the Contractual Documents without prior written communication to the ILO or the Project Manager, the Contractor shall assume full responsibility for such performance and shall bear the costs for correction and for any other damages to the ILO.

3.2.2. The Contractor shall perform the Works in accordance with the Contract and submittals approved pursuant to Paragraph 3.12.

3.3. Supervision and Construction Procedures

3.3.1. The Contractor shall supervise and direct the Works in a skilful, workmanlike and attentive manner, adhering to the highest standards of the construction industry of the country in which the Works are performed. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Works under the Contract. The method of fabrication and incorporation into the building by the Contractor and its subcontractors shall be governed by the best-known practice in each of the respective trades. The Contractor shall make a written request to the ILO to obtain the ILO’s written approval before using any materials or methods, which vary in any way from the Specifications.

3.3.2. The Contractor shall be responsible for all costs incurred by the ILO as a result of acts and omissions of the Contractor’s employees, subcontractors and their agents and employees, and other persons performing portions of the Works under a contract with the Contractor. However, that nothing in this Paragraph shall operate to diminish the ILO’s rights to pursue any claims directly against a subcontractor.

3.3.3. The Contractor shall not be relieved of the obligation to perform the Works in accordance with the Contract either by activities or duties of the ILO or the Project Manager in their administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.4. The Contractor shall be responsible for inspecting all portions of the Works already performed under this Contract to determine that such portions are in proper condition to receive subsequent Works.

3.3.5. The Contractor shall be responsible for arranging for provision of all gas, electrical power, water, and other services the Contractor may require. The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas, and other services as may be available on the site, subject to the Contractor’s obligation to reimburse to the ILO the cost of all quantities consumed. The Contractor shall, at its risk and cost, provide any apparatus necessary for its use of such services and for measuring the quantities consumed (e.g., water and electricity meters).

3.3.6. The Contractor shall be responsible for the safety and security of the entire construction site during the Works, and shall be solely liable for any damage, loss and/or theft occurring on the site and in the buildings the property of or in possession of the ILO (the “ILO buildings”). Further to Paragraph 12 on Insurance below, the Contractor shall maintain sufficient insurance coverage against damage, loss and/or theft occurring on the site during the entire period of the Works (from the Contractor’s occupancy of the site or ILO buildings to the ILO’s Final Acceptance).

3.4. Labour and Materials
3.4.1. The Contractor shall provide and pay for all labour, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for proper execution and completion of the Works, whether temporary or permanent and whether or not incorporated or to be incorporated in the Works.

3.4.2. If the ILO is providing materials in accordance with the Contract, the Contractor shall inform the ILO in writing at least fourteen (14) days in advance of the date on which such materials will be required.

3.4.3. The Contractor shall enforce strict discipline, appropriate dress, and good order among the Contractor's and subcontractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment by the Contractor or subcontractors of unfit persons or persons not skilled in tasks assigned to them.

3.4.4. Should the Contract require work to be performed after regular working hours or should the Contractor elect to perform Works after regular working hours or on holidays, or should it become necessary for the Contractor to perform overtime work in order to meet the Contract completion date for either partial or complete occupancy, the additional cost of such overtime work shall be borne by the Contractor, except when such overtime work is included in a Variation or Construction Change Directive. In such circumstances and without prejudice to Paragraph 14.12, the Contractor and subcontractor shall comply with all applicable laws, in particular collective bargaining agreements.

3.4.5. Without prejudice to Paragraph 14.12, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport. The Contractor shall be solely responsible for paying, and for ensuring that all subcontractors pay, all costs of staff and labour in compliance with any wage requirements and including all benefits, percentages and contributions required by Law. The Contractor shall comply with all laws applicable to the Contractor's personnel, including laws relating to their employment, health, safety, welfare, immigration, and emigration, and shall allow them all their legal rights. The Contractor shall require its employees to obey all laws, including those concerning safety at work. The Contractor shall indemnify and hold harmless the ILO, Project Manager, and consultants, agents, officers, and employees of any of them from and against claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any failure by the Contractor or any subcontractor to comply with all laws relating to labour and employment or to pay benefits, percentages and contributions required by Law to or on behalf of persons performing the Works.

3.5. Warranties

3.5.1. In addition to Article 6 of the Contract on Warranty Period applicable to the Works, the Contractor warrants to the ILO that all products and equipment furnished under the Contract will be of good quality and new, that the Works will be free from defects and conform to the requirements of the Contract. The Contractor's warranty excludes defects caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. Upon request, the Contractor shall furnish satisfactory evidence as to the kind and quality of the products and equipment. The Contractor shall include a one (1) year or the manufacturer's warranty on all products and equipment after Provisional Acceptance of the project.

3.5.2. The Contractor warrants that any product, equipment, software, methodology, design, device, material, process, report, trademark, documentation or information provided to the ILO or used in connection with the Works does not violate or infringe upon any Intellectual Property of any third party and hereby agree to indemnify and hold the ILO and employees harmless for any losses, damages, liabilities, causes of action, judgments, costs, or expenses, including attorneys' fees, which may result from the breach or alleged breach of this warranty.
3.5.3. Works not conforming to the requirements of the ILO, including substitutions not properly approved and authorized, shall be considered defective. At no additional cost to the ILO, the Contractor agrees to replace any infringing part and to provide any service necessary to maintain the level of performance thereof, provided, however, that upon written notice to the Contractor of an infringement or alleged infringement, the ILO shall have the right to terminate immediately the Contract.

3.5.4. The Contractor warrants that it has made and will make full and proper disclosure to the ILO of all relevant information relating to its business activities, financial condition and ownership, prior to entering into this Contract and for its duration, including that it is not identified on or associated with any individual, groups, undertakings and entities identified on the list established by the United Nations Security Council Consolidated List; and that it is not, nor has been, subject to any sanction or temporary suspension imposed by any government, supranational organization (e.g., European Union), another entity of the United Nations System or multilateral development finance institution, including the World Bank Group.

3.5.5. The Contractor agrees to undertake all reasonable efforts to ensure that no funds received under the Contract are used, directly or indirectly, to provide support to individuals or entities associated with terrorism and that recipients of any funds provided by the ILO do not appear on the United Nations Security Council Consolidated List.

3.5.6. The Contractor represents and warrants that it has disclosed to the ILO whether it has, at any time during the previous five (5) years, been subject to (i) suspension or debarment by the ILO under any of its policies and procedures; or (ii) a Sanction by any government, supranational organization (e.g., European Union), another entity of the United Nations System or multilateral development finance institution, including the World Bank Group. The Contractor will disclose to the ILO if it becomes subject to any sanction or temporary suspension during the term of the Contract. The Contractor recognizes that a breach of this provision constitutes a fraudulent practice.

3.5.7. The Contractor represents and warrants that it will report to the ILO any suspected Proscribed Practices or Prohibited Conduct related to the ILO-financed activities of which it has knowledge or of which it becomes aware, and that it will assist the ILO in investigating any allegations and in uncovering any evidence of Proscribed Practices or Prohibited Conduct related to the ILO-financed activities, as applicable.

3.6. Taxes

3.6.1. The International Labour Organization, as a United Nations Specialized Agency, enjoys a special tax status in many member States. Except with the prior written authorization of the ILO, invoices shall be submitted exclusive of any amount representing taxes (including value added tax), duties or charges. Where such authorization has been provided, the Contractor shall provide the ILO with written evidence that payment of such taxes, duties or charges has been made. In the event any government authority refuses to recognize the ILO’s exemption from such taxes, duties or charges, the Contractor will immediately consult with the ILO to determine a mutually acceptable procedure.

3.6.2. The Contractor may, if officially requested by the ILO, act as a purchasing agent for the purchase of all tax-exempt items to be delivered in the country in which the Works are to be performed. The Contractor shall be responsible for the identification of suppliers, negotiation of purchase orders, acceptance of delivery, and all other activities related to purchase of the Tax-Exempt Items.

3.6.3. The Tax-Exempt Items shall be purchased pursuant to purchase orders, which impose upon suppliers all obligations necessary to ensure that the Tax-Exempt Items meet the requirements of the Contract. The Contractor shall be responsible for compliance with applicable sales tax laws and

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1 https://www.un.org/securitycouncil/content/un-sc-consolidated-list.
regulations specific to the country and location of the Works on any resale of surplus materials and supplies being in accordance with the requirements of the Contract.

3.6.4. The Contractor shall use the materials and supplies purchased pursuant to these provisions in the performance of the Contract.

3.6.5. All purchases of materials and supplies made under these provisions are to be delivered in the country in which the Works are to be performed and shall be made by the Contractor or its subcontractors solely as purchasing agent of the ILO. Title shall pass directly to the ILO and each purchase order or subcontract shall include the following provision, which the parties incorporate into this Contract: "This purchase is made by the International Labour Organization (ILO) which shall be obliged to the vendor for the purchase price but the Contractor (or subcontractor, as the case may be) shall handle payment hereunder on behalf of the ILO. The vendor agrees to make demand or claim for payment of the purchase price from the ILO by submitting an invoice to the Contractor (or subcontractor, as the case may be). Title to all materials and supplies purchased hereunder shall vest in the ILO directly from the vendor. The Contractor (or subcontractor, as the case may be) shall not acquire title to all or any portion thereof."

3.6.6. The Contractor shall inform the ILO once an order is placed and provide all related information, including expected delivery date.

3.7. Compliance with Building Codes, Permits, Fees and Notices

3.7.1. It is the Contractor's responsibility to ascertain that the Contractual Documents are in conformity with Law and all applicable building codes. The Contractor has carefully studied the Contractual Documents and has given notice to the ILO of any discrepancies between the Contractual Documents and laws and/or building codes. Should the Contractor become aware of any discrepancies after the date of the Contract, the Contractor shall promptly give notice of the same to the ILO and the Project Manager before proceeding with any Works affected thereby. Upon receipt of such Notice, the ILO will issue an interpretation, which shall be final and shall be adhered to by the Contractor at no additional cost to the ILO. If the Contractor performs any Works, which involves a recognized discrepancy with any applicable laws or building codes without giving prior notice to the ILO and Project Manager, the Contractor shall assume full responsibility for such performance and shall bear the costs for correction and for any damages to the ILO.

3.7.2. The Contractor shall be solely responsible for identifying and informing the ILO in writing of any, and all, construction and building permits from any governmental entity, which are required in connection with the Works. The Contractor represents that all of the Works shall be in compliance with applicable laws, building codes and standards that would allow the ILO to obtain all such permits if it so desires. In addition, the Contractor shall secure and maintain, on behalf of the ILO, any permits, which the ILO in its sole discretion requires the Contractor to secure and maintain.

3.7.3. If the Contractor performs any of the Works negligently or knowing to be contrary to the Law or building codes, the Contractor shall assume full responsibility for such Works and shall bear the attributable costs thereof, unless the ILO instructs the Contractor in writing to proceed after notice has been given in accordance with 3.7.1 above.

3.8. Price

3.8.1. As full and complete consideration and compensation for proper performance of all the Works, the ILO shall pay the Contractor the amount(s) set forth in Article 4 of the Contract. The pricing method referred to in Article 4 shall cover all the Contractor's obligations under the Contract and all things necessary for the proper, execution and completion of the Works and the remedying of any defects including all fee, overhead and general conditions.
3.8.2. The amount(s) set forth in Article 4 of the Contract shall not be increased or changed except by a Modification entered in accordance with the Contract.

3.9. Superintendent

3.9.1. Unless otherwise instructed by the ILO or the Project Manager, the Contractor shall employ a competent superintendent and necessary assistants who shall attend the site during performance of the Works. The Contractor’s superintendent and a reasonable number of assistants shall be fluent in the language of communication set forth in Article 15 of the Contract. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as effective as if given to the Contractor.

3.9.2. The superintendent is considered essential for the good performance of the Contract when requested by the ILO or the Project Manager. In consequence, prior to replacing the superintendent, the Contractor shall notify the ILO reasonably in advance and submit detailed justifications together with the curricula vitae of a proposed replacement acceptable to the ILO of equal or better knowledge, experience, and ability to carry out the assigned tasks in order to allow, firstly, the evaluation by the ILO and, secondly, an estimate of the impact of the said replacement on the planning of the Works.

3.9.3. The Contractor shall not replace the superintendent without the prior written consent of the ILO, which approval shall not be unreasonably withheld. ILO shall communicate its decision on the proposed superintendent to the Contractor within five (5) days.

3.10. Contractor’s Construction Schedules (Workplan)

3.10.1. Unless otherwise instructed by the ILO or the Project Manager, the Contractor shall prepare and submit for the ILO’s and the Project Manager’s information a Contractor’s construction schedule for the Works (Workplan). The Workplan may be annexed to the Contract. The Workplan shall be prepared in the Contractor’s customary form for scheduling and controlling construction activities. The Workplan shall not exceed the Time for Completion and other time limits under the Contract. The Workplan will be reviewed by the ILO and the Project Manager, who may request adjustments and changes. The Workplan presented by the Contractor and approved by the ILO and the Project Manager will be defined as the “baseline” of the Project’s implementation. The Workplan shall be revised at appropriate intervals as required by the conditions of the Works and Project, shall relate to the entire Project to the extent required by the Contract, and shall provide for expeditious and proper execution of the Works. The Contractor shall perform the Works in accordance with the most recent construction Workplan.

3.10.2. If requested by the ILO or the Project Manager, a copy of the updated Workplan will be submitted each month with the Contractor’s Monthly Statement, with an indication of the actual progress of construction through previous months with relation to the initial Workplan.

3.10.3. The Contractor shall prepare and keep current, for the ILO’s approval, a schedule of submittals, which is coordinated with the Contractor’s Workplan and allows the ILO reasonable time of not less than seven (7) days to review all submittals.

3.11. Documents and Samples at the Site, Surveys Lines and Levels

3.11.1. The Contractor shall maintain at the site for the ILO one record copy of the Drawings, Specifications, addenda, Modifications, in good order and marked currently in accordance with Paragraph 3.11.2 below to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be
available to the ILO and the Project Manager and shall be delivered to the ILO upon completion of the Works.

3.11.2. All changes in the Works shall be neatly and correctly shown on an "as-built" set of Drawings, or in the Specifications, with appropriate supplementary notes, to be delivered by the Contractor to the ILO upon completion of the Works.

3.11.3. The Contractor shall be solely responsible for properly laying out the Works, and for all lines and measurements for all of the Works executed under the Contract. The Contractor shall verify the figures shown on the Drawings before laying out the Works and will be held responsible for any errors or inaccuracies resulting from the Contractor’s failure to do so. The Project Manager and the ILO shall have no responsibility for laying out the Works.

3.11.4. The Contractor shall establish on the site all necessary reference lines and permanent benchmarks from which he shall establish building lines and elevations. A professional engineer or surveyor shall be used by the Contractor for this purpose and to lay out the Works. Not less than two such benchmarks shall be established on widely separated locations. The Contractor shall be solely responsible for the proper location and level of all the Works and for the maintenance of the reference lines and benchmarks.

3.11.5. All dimensions and grades shown on the Drawings are believed to be correct, but the Contractor shall verify them at the site and inform the Project Manager and the ILO in writing of any discrepancies found before proceeding with the Works. Similarly, as to final lines and grades established by official surveys, the Contractor shall check the Drawings against such established lines and grades and inform the ILO in writing of any discrepancies found.

3.12. Shop Drawings, Product Data and Samples

3.12.1. Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Works by the Contractor or a subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Works.

3.12.2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Works.

3.12.3. Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Works will be judged.

3.12.4. Shop Drawings, Product Data, Samples, and similar submittals are not Contractual Documents. The purpose of their submittal is to demonstrate, for those portions of the Works for which submittals are required, the way the Contractor proposes to conform to the information given and the design concept expressed in the Contractual Documents. Review by the ILO and the Project Manager is subject to Paragraph 4.2.7.

3.12.5. The Contractor shall review, approve, and submit to the ILO and the Project Manager Shop Drawings, Product Data, Samples, and similar submittals required by the Contract with reasonable promptness and in such sequence as to cause no delay in the Works or in the activities of the ILO or of separate contractors. Submittals made by the Contractor, which are not required by the Contract may be returned without action.

3.12.6. The Contractor shall perform no portion of the Works requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until their respective submittal has
been approved by the ILO and the Project Manager. Such Works shall be in accordance with approved submittals.

3.12.7. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of the Works and of the Contract.

3.12.8. The Contractor is responsible for any deviations from requirements of the Contract by the ILO’s or the Project Manager’s approval of Shop Drawings, Product Data, Samples or similar submittals, unless the Contractor has specifically informed the ILO and the Project Manager in writing of such deviation at the time of submittal and the ILO, and the Project Manager have given written approval to the specific deviation. The Contractor is responsible for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the ILO’s or the Project Manager’s approval thereof.

3.12.9. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the ILO or the Project Manager on previous submittals.

3.12.10. Informational submittals upon which the ILO and the Project Manager are not expected to take responsive action may be so identified in the Contract.

3.12.11. When professional certification of performance criteria of materials, systems or equipment is required by the Contract, the ILO and the Project Manager shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13. Use of Site

The Contractor shall confine operations at the site to areas permitted by the Contract and shall not unreasonably encumber the site with materials or equipment. No additional space is available for the storage of materials. All activities must be confined to the limits of the construction area as indicated in the Contract.

3.14. Cutting and Patching

3.14.1. The Contractor shall be responsible for all cutting, fitting, or patching required to complete the Works or to make its parts fit together properly.

3.14.2. The Contractor shall not damage or endanger a portion of the Works or fully or partially completed construction of the ILO or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the ILO or a separate contractor except with written consent of the ILO and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the ILO or a separate contractor its consent to cutting or otherwise altering the Works.

3.15. Waste Management and Site Cleaning Up

3.15.1. Unless otherwise instructed by the ILO or the Project Manager, the Contractor shall prepare and submit to the Project Manager a “Waste Management Plan” to be implemented at the Site for the entire duration of the Project.

3.15.2. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion
of the Works the Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials.

3.15.3. If the Contractor fails to clean up as provided in the Contract, the ILO may do so, and the cost thereof shall be charged to the Contractor.

3.15.4. The premises and the Works site shall be maintained in a neat and orderly condition and kept free from accumulations of waste materials and rubbish during the entire construction period. All crates, cartons, and other flammable waste materials or trash shall be removed from the work areas at the end of each working day.

3.16. Access to Works

The Contractor shall provide the ILO and the Project Manager complete access to the Works in preparation and progress wherever located.

3.17. Intellectual Property and Royalties

3.17.1. All intellectual property and other proprietary rights, including patents, copyrights, industrial designs, and trademarks, with regard to products, inventions, know-how, documents or other materials (Intellectual Property), which the Contractor has developed under the Contract shall be the sole property of the ILO.

3.17.2. To the extent that any Intellectual Property due to the ILO under Paragraph 3.17.1. includes any Intellectual Property of the Contractor that pre-existed the performance by the Contractor of its obligations under the Contract; or any Intellectual Property of the Contractor that it may develop or acquire, or that may have been developed or acquired, independently of the performance of the Contractor's obligations under the Contract, the Contractor grants to the ILO a perpetual, royalty-free license to make unrestricted use of such Intellectual Property. The ILO will not claim any ownership interest in the Intellectual Property described in this Paragraph.

3.17.3. The Contractor undertakes to obtain, at its sole expense, permission to use any third-party protected rights that are necessary for the performance of the Contract (including an unlimited perpetual transferable license to the ILO) and will provide evidence upon request. The Contractor shall defend suits or claims for infringement of Intellectual Property and shall hold the ILO and the Project Manager harmless from loss on account thereof, but shall not be responsible for such defence or loss when a particular design, process or product of a manufacturer or manufacturers is required by the Contract. However, if either Party has reason to believe that the required design, process, or product is an infringement of an Intellectual Property, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Project Manager and the ILO in writing.

3.17.4. Without prejudice to Paragraph 3.17.2, all pre-existing Intellectual Property rights are unaffected by the Contract.

3.18. Indemnification

3.18.1. The Contractor is solely responsible for any claim or damage resulting from the negligence, acts, or omissions of both the Contractor and its agents, subcontractors, or employees, including any liability arising from a pollution or contamination incident or event caused by Contractor’s activities.

3.18.2. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the ILO, the Project Manager, as well as consultants, agents, officers and employees of any of them from and against claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Works or the Contract, whether such claim, damage, loss or expense is attributable (i) to bodily injury, sickness, disease or death, (b) to injury to or destruction of tangible property (including the Works itself) including loss of use resulting
3.18.3. The Contractor will immediately notify the ILO and the Project Manager upon becoming aware of any direct or indirect responsibilities, complaints, claims (including Intellectual Property rights infringement), suits, judgments, damages, and losses, including costs, fees, and related expenses, in respect of any physical injury, damage to property, theft, or economic or other prejudice suffered by the ILO or which could adversely affect the ILO.

3.19. Communications

The Contractor shall forward all communications to the ILO through the Project Manager except for notices in accordance with Article 16 of the Contract.

3.20. Pumping, Draining and Protection of Existing Structures

3.20.1. The Contractor shall remove all water from basement areas, tunnels, pits, trenches, and other areas as required for proper performance of the Works and to prevent damage to any part of the Works, Project, or other property.

3.20.2. When required by law or for the safety of the Works, the Contractor shall shore up, brace, underpin, and protect foundations and other portions of existing structures, which are in any way affected by the Works. The Contractor, before commencement of any part of the Works shall give any notices required to be given to adjoining landowners or other parties.

3.21. Examination of the Site

The Contractor has visited the site and each of its subcontractors shall visit the site of the proposed Works to make a thorough study of existing conditions so that each will be fully aware of the facilities, difficulties and restrictions attending the execution of the Works under the Contract. Failure of the Contractor or a subcontractor to visit the site and examine the existing conditions shall not relieve the Contractor or its subcontractors from any obligation with respect to the Contract. The Contractor's execution of the Contract shall be taken as evidence of compliance with this requirement.

3.22. Meetings

The Contractor shall participate with the ILO and the Project Manager in regular and special meetings, anticipated to be weekly, whose purposes include, but are not limited to, coordination of the Works, programming, accompanying and control of the Works, changes in the Works, progress reviews and any issues related to the orderly execution of the Works. The Contractor shall refer to the Site Management Instructions in Exhibit B of the Contract for more details on this matter.
3.23. **Bank Securities**

3.23.1. If requested by the ILO, the Contractor shall provide an Advance Payment Security, a Performance Security, and/or a Warranty Security, that are required to be:

a) subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758, except with respect to the supporting statement under article 15(a) of the URDG;
b) issued by a bank or another institution, approved by the ILO;
c) in the form annexed to the Contract, or in another form approved by the ILO;
d) payable on first demand;
e) in the currency, amount or percentage and duration set forth in the Contract; and
f) issued at the sole cost of the Contractor.

3.23.2. Failure to provide any required Security within fifteen (15) days from the due date will entitle the ILO to consider the Contract as null and void in the case of an Advance Payment Security or Performance Security and will entitle the ILO to withhold payment from or deduct payment to the Contractor in the case of a Warranty Security.

3.23.3. For the purposes of the Securities listed below, the Contractor’s failure to respond to any ILO demand for payment or any request to execute any of its obligations under the Contract, or rectify a problem (as a result of the Contractor’s breach of its obligations under the Contract) within five (5) days shall give rise to the ILO’s right to request payment under the appropriate Security.

3.24. **Advance Payment Security**

The Contractor shall obtain an Advance Payment Security to secure a claim for refund of all money paid in advance to the Contractor for all purchases itemized in Exhibit G to the Contract (List of Equipment and Components for Advanced Payment) and/or for other mobilization costs as identified by the parties in the Contract. This Advance Payment Security shall be issued for the amount and duration stated in the Contract.

3.25. **Performance Security**

The Contractor shall ensure that the Performance Security is valid and enforceable until the Certificate of Final Acceptance of the Works is issued by the ILO. If for whatever reason there are delays in the issuance of the Certificate of Final Acceptance by the ILO, the Contractor will be required to extend the duration of the Performance Security accordingly to ensure its validity and enforceability up until the Certificate of Final Acceptance is issued by the ILO. Without limitation to the provisions of the rest of this Paragraph, in the event of a Variation increasing the Price(s) by more than 15%, the Contractor shall at ILO’s request promptly increase the value of the Performance Security by an equal percentage.

3.26. **Warranty Security**

The Contractor shall obtain a Warranty Security for the performance of the Contractor’s warranty obligations throughout the Warranty Period stated in Articles 6 and 11 of the Contract.

4. **ADMINISTRATION OF THE CONTRACT**

4.1. **Project Management**

4.1.1. The project management can be conducted by the ILO itself through an ILO Official or assigned by the ILO to a company (the “Project Manager”), as identified in Article 7 of the Contract. If the ILO does not assign the project management to a company but conducts it itself, any reference to the “Project Manager” shall be understood as the ILO.
4.1.2. If the role of Project manager is assigned by the ILO to a company, in case of termination of the project management contract, the ILO shall appoint a new Project Manager against whom the Contractor shall not unreasonably object and whose status under the Contract shall be that of the former Project Manager.

4.2. Administration of the Contract

4.2.1. The Project Manager, when it is a company, will advise the ILO on all phases and aspects of the Works. The Project Manager will not have the authority to act on behalf of the ILO unless specifically provided in the Contract or otherwise authorized by the ILO in writing. The Project Manager may review and inspect the progress and quality of the Works and advise the ILO whether the Works are being performed properly, on schedule and within budget. An obligation in the Contract for the Project Manager to supervise the Works does not constitute the granting of a power of representation by the ILO to accept or reject the Contractor’s Monthly Statements.

4.2.2. The Project Manager and the ILO shall have complete access to the Works at all times, wherever they are in preparation and progress. The Contractor shall provide facilities for such access.

4.2.3. The Project Manager and the ILO will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Works, since these are solely Contractor’s responsibility as provided in Paragraph 3.3. The Project Manager and the ILO will not be responsible for the Contractor’s failure to carry out the Works in accordance with the Contract. The Project Manager and the ILO will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing the Works.

4.2.4. Based on the Project Manager’s observations and an evaluation of the Contractor’s Monthly Statements, the Project Manager will assist the ILO in determining the amounts owed to the Contractor. The ILO will issue Payment Certificates in such amounts, as provided in Paragraph 10.4.

4.2.5. The ILO will have the authority to reject Works, which do not conform to the Contract. Whenever the ILO considers it necessary or advisable for implementation of the Contract, the ILO will have the authority to require additional inspection or testing of the Works in accordance with Paragraph 14.5, whether or not such Works are fabricated, installed or completed. However, neither this authority of the ILO nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ILO to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing the Works.

4.2.6. The ILO and the Project Manager will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract. The ILO's and the Project Manager's action will be taken with such reasonable promptness as to cause no delay in the Works or in the activities of the ILO, the Contractor, or separate Contractors, while allowing sufficient time to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract. The ILO's and the Project Manager's review of the Contractor's submittals shall not relieve the Contractor of any of its obligations under the Contract, including its obligations under Paragraphs 3.3, 3.5 and 3.12. The ILO's and the Project Manager's review shall not constitute approval of safety precautions or of any construction means, methods, materials or equipment.
4.2.7. At the request of the ILO, the Project Manager will prepare or review documentation for Variations and Construction Change Directives.

4.2.8. At the request of the ILO, the Project Manager will conduct inspections and will advise the ILO with respect to the date of issuance of the Certificate of Provisional Acceptance and the date of issuance of the Certificate of Final Acceptance. The ILO will receive and review written warranties and related documents required by the Contract and assembled by the Contractor and will issue a final Certificate of Payment upon compliance with the requirements of the Contract.

4.2.9. On written request of the Contractor, the ILO will consult with the Project Manager and will interpret and decide matters concerning performance under and requirements of the Contract. The ILO's response to the Contractor's requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the ILO shall be furnished in compliance with this Paragraph 4.2.9, then the ILO shall furnish such interpretations within fifteen (15) days after written request is made for them. Interpretations and decisions of the ILO will be consistent with the intent of and reasonably inferable from the Contract and will be in writing or in the form of drawings. The ILO will not be liable for results of interpretations or decisions rendered in good faith. The ILO's interpretation with respect to the inclusion of labour, material, and equipment in the Works shall be final.

4.3. Claims and Disputes

4.3.1. Definition: A claim is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to and in accordance with the terms of the Contract. Claims must be made by written notice. The responsibility to substantiate a claim asserted by the Contractor shall rest with the Contractor.

4.3.2. Decision of ILO: Claims by the Contractor, including those alleging an error or omission by the Project Manager or any design professional shall be referred to the ILO for action as provided in Paragraph 4.4 hereunder. A decision by the ILO as provided in Paragraph 4.4.4 shall be required as a condition precedent to arbitration or litigation of a claim between the Contractor and the ILO as to all matters arising prior to the date final payment is due. Claims by the Contractor shall be presented to the ILO for a response within the time limits of Paragraph 4.4.1, after which the ILO shall render a decision in accordance with Paragraph 4.4.4.

4.3.3. The Limits on Claims: Claims by the Contractor must be made by written notice delivered to the ILO and the Project Manager within thirty (30) days after the first occurrence of an event giving rise to such claim or within thirty (30) days after the Contractor first recognizes the first condition giving rise to the claim, whichever is later.

4.3.4. Continuing Contract Performance: Unless the ILO exercises its suspension rights pursuant to Paragraph 16.3, the Contractor shall proceed diligently with performance of the Contract and the ILO shall continue to make payments for Works not in dispute in accordance with the Contract.

4.3.5. Waiver of Claims - Final Payment: The acceptance of the final payment shall constitute a waiver of all claims by the Contractor and all subcontractors as provided in Paragraph 10.9.5 of these General Conditions.

4.3.6. Claims for Concealed or Unknown Conditions: If the Contractor or any subcontractor encounters conditions at the site which are: (a) subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract, or (b) unknown physical techniques, sequences, or procedures. The ILO's and the Project Manager's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract, then the Contractor shall communicate such conditions to the ILO in writing promptly and in no event later than three (3) days after first observance of the conditions. At the request of the ILO, the Project Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Works, will recommend an adjustment in the Price(s) or Time for Completion, or both. If the ILO, in consultation with the Project Manager if it so desires, determines that the conditions at the site are not materially different from those indicated in the Contract so as to justify a Variation, or that the Contractor or its subcontractor has failed to properly study existing conditions as required by Paragraph 3.2.1, then the ILO shall so inform the Contractor and no Variation shall be issued.

4.3.7. Claims for Additional Cost: If the Contractor wishes to make a claim for an increase in the Price(s), the Contractor shall give written notice to the ILO and the Project Manager. Prior notice is not required for claims relating to an emergency endangering life or property arising under Paragraph 11.3. If the Contractor believes additional cost is involved for reasons including: (a) a written interpretation from the ILO; (b) an order by the ILO to stop the Works where the Contractor was not at fault; (c) a Construction Change Directive; (d) a failure of payment by the ILO; (e) a termination of the Contract by the ILO; (f) the ILO's suspension; or (g) other reasonable grounds such as Force Majeure, a claim shall be filed in accordance with this Paragraph 4.3.2.

4.3.8. Claims for Additional Time

a) If the Contractor wishes to make a claim for an increase in the Time for Completion, the Contractor shall give written notice to the ILO and the Project Manager. The Contractor's notice shall include the Contractor's best estimate of the effect of any delay on the progress of the Works.

b) If adverse weather conditions are the basis for a claim for additional time, such claim shall not be valid unless documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the Workplan.

4.3.9. Injury or Damage to Person or Property: If the Contractor suffers injury or damage to person or property because of an act or omission of the ILO or any of the ILO’s employees or agents, or of others for whose acts the ILO is legally liable, the Contractor shall inform the ILO in writing, within a reasonable time not exceeding three (3) days after first observance, and the writing shall include sufficient detail to enable the ILO to investigate the matter. If the Contractor intends to assert a claim for additional cost or time, the Contractor shall follow the process described in Paragraphs 4.3.7 and 4.3.8.

4.4. Resolution of Claims and Disputes

4.4.1. The ILO, in consultation with the Project Manager if it so desires, will review claims made by the Contractor and either accept the claim or take one or more of the following preliminary actions within ten (10) days (unless agreed otherwise by the parties) of receipt of a claim: (a) request additional supporting data from Contractor; (b) submit a schedule to the Contractor indicating when the ILO expects specific actions to be taken; (c) reject the claim, in whole or in part, stating reasons for its action; or (d) suggest a compromise. The ILO may also, but is not obligated to, inform the surety, if any, of the nature and amount of the claim. In case of a dispute at the initiative of the ILO against the Contractor, the ILO shall make a claim against the Contractor who shall have ten (10) days (unless agreed otherwise by the parties) to: (a) request additional supporting data from the ILO; (b) reject the claim, in whole or in part, stating reasons for its action; or (c) suggest a compromise.
4.4.2. If a claim has been resolved, the ILO will prepare or instruct the Project Manager to prepare a Modification or other appropriate documentation in accordance with Paragraph 7 hereafter.

4.4.3. If a claim has not been resolved, the claiming party shall, within ten (10) days after the other party’s preliminary response, either withdraw the claim or take one or more of the following actions: (a) submit additional supporting data requested by the other party; (b) modify the initial claim; or (c) give notice to the party that the initial claim stands.

4.4.4. If a claim has not been resolved after consideration of the foregoing and of further evidence presented or requested by the claiming party, the claiming party will inform the other party in writing that a decision will be made within seven (7) days, which decision shall be final and binding on both parties but subject to arbitration. Upon expiration of such period, a written decision relative to the claim will be rendered, including a Variation or Construction Change Directive making any change in the Price(s) or Time for Completion or both. If there is a surety and there appears to be a possibility of the Contractor default, either party may inform the surety and request the surety’s assistance in resolving the controversy.

4.5. Arbitration

Unless settled amicably under Paragraph 4.4.4 of the General Conditions, within sixty (60) days after receipt by one party of the other party’s written request, any dispute, controversy or claim arising out of the Contract, or the breach, termination, validity thereof, or its existence or interpretation will be settled by arbitration pursuant to Article 14 of the Contract.

5. SUBCONTRACTORS

5.1. Definitions

A subcontractor is a person or entity who has a direct or indirect contract with the Contractor or another subcontractor to provide labour or services, to supply equipment or materials to the site, or to perform any other portion of the Works at the site. The term "subcontractor" is referred to throughout the Contract as if singular in number and means a subcontractor or an authorized representative of the subcontractor. The term "subcontractor" does not include a separate contractor of the ILO.

5.2. Award of Subcontracts and Other Contracts for Portions of the Works

5.2.1. The Contractor shall not subcontract any Works without the ILO’s prior written consent. The Contractor shall be responsible for the acts or defaults of any subcontractor and its agents or employees as if they were the acts or defaults of the Contractor. The Contractor, as soon as practicable after award of the Contract, but no later than fifteen (15) days thereafter, shall furnish in writing to the ILO the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Works. The ILO will promptly reply to the Contractor in writing stating whether or not the ILO, after due investigation, has reasonable objection to any such proposed person or entity. The Contractor shall not contract with a proposed person or entity to which the ILO has objected.

5.2.2. If the ILO objects to a person or entity proposed by the Contractor, the Contractor shall propose another to which the ILO has no objection. If the ILO later objects to a person or entity initially proposed by the Contractor and accepted by the ILO, then the Price(s) shall be increased or decreased by a Variation issued in the amount of the reasonable difference in cost occasioned by such change. No increase in the Price(s) shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
5.2.3. The Contractor shall not change a subcontractor, person, or entity previously selected if the ILO makes reasonable objection to such change, all intended changes should be previously communicated to the ILO.

5.2.4. A subcontractor shall not further subcontract all or even part of the Works, except with the prior approval of the ILO.

5.2.5. Failure of the ILO to object in writing to a person or entity proposed as a subcontractor shall not be construed to indicate acceptance or approval of services, materials or equipment provided by such subcontractor and shall not relieve the Contractor from adherence to the terms of the Contract and full and complete responsibility for the cost, quality, and timeliness of all of the Works performed by subcontractors.

5.3. Subcontractual Relations

By appropriate agreement, in writing where legally required for validity, the Contractor shall require each subcontractor, to the extent of the Works to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract and by law, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract, assumes toward the ILO and the Project Manager. Each subcontract agreement shall preserve and protect the rights of the ILO and the Project Manager under the Contract with respect to the Works to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with lower-tier subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Contractual Documents to which the subcontractor will be bound.

5.4. Contingent Assignment of Subcontracts

Each subcontract agreement for a portion of the Works is hereby assigned by the Contractor to ILO provided that:

5.4.1. assignment is effective only after termination of the Contract by the ILO for cause pursuant to Paragraph 16.2 and only for those subcontract agreements, which the ILO accepts by informing the subcontractor in writing;

5.4.2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract; and

5.4.3. assignment shall not diminish the Contractor's responsibility to the ILO for the portion of the Works performed under the assigned subcontract.

6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1. ILO's Right to Perform Construction and to Award Separate Contracts

6.1.1. The ILO reserves the right to perform construction or operations related to the Project with the ILO's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations at the site of the Works. If the Contractor claims that delay or additional cost is involved because of such action by the ILO, the Contractor shall give notice of claim as provided in Paragraph 4.3.

6.1.2. When the ILO awards separate contracts for different portions of the Project or other construction or operations on the site, the term "separate contractor" shall mean the contractor, which executes a separate construction services contract.
6.1.3. The ILO shall provide for coordination of the activities of the ILO's own forces and shall cooperate with the Contractor for the coordination of the Works with that of each separate contractor. The Contractor shall coordinate the Works with other separate contractors and the ILO in developing and reviewing their Workplan. The Contractor shall make any revisions to the Workplan deemed necessary after a joint review and mutual agreement of all parties concerned and any such changes shall be included in an appropriate Variation or Construction Change Directive issued in accordance with Paragraph 7.

6.1.4. The Contractor and its subcontractors shall not be relieved of any of their obligations based on the union or non-union status of the Contractor, subcontractors or any separate contractors or other persons hired by the ILO hereunder to perform the Works on the Project or site. The Contractor, its subcontractors and their agents, officers, and employees shall cooperate with such other and separate contractors or workers on the Project and site irrespective of their union affiliation or lack thereof.

6.2. Mutual Responsibility

6.2.1. The Contractor shall afford the ILO and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's and subcontractor's construction and operations with theirs.

6.2.2. If part of the Contractor's Works depends for proper execution or results upon construction or operations by the ILO or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Works, promptly report to the ILO apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgement that the ILO's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Works.

6.2.3. The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed construction or to property of the ILO, its agents, officers, employees or separate contractors as provided in Paragraph 11.2.6.
6.3. ILO's Right to Clean Up

If a dispute arises among the Contractor, separate contractors and the ILO as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the ILO may clean up and allocate the cost among those responsible as the ILO determines to be just.

7. CHANGES IN THE WORKS

7.1. Changes

7.1.1. Changes in the Works may be accomplished after entering into the Contract, and without invalidating the Contract, by Variation or written Construction Change Directive, subject to the limitations stated in this Paragraph 7 and elsewhere in the Contract.

7.1.2. A Variation shall be based upon agreement between the ILO and the Contractor. A Construction Change Directive may be issued by the ILO alone, without agreement by the Contractor.

7.1.3. Changes in the Works shall be performed under applicable provisions of the Contract, and the Contractor shall proceed promptly unless otherwise provided in the Variation or Construction Change Directive.

7.1.4. If unit prices are stated in the Contract or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Variation or Construction Change Directive that application of such unit prices to quantities of Works proposed may cause inequity to the ILO or the Contractor, the applicable unit prices shall be adjusted by mutual agreement of the parties.

7.1.5. If a Variation or a Construction Change Directive provides for an adjustment to the Price(s), the adjustment shall be based on sufficient substantiating data, such as a detailed cost estimate, to permit evaluation. Variations and/or Construction Change Directives will be valued by the ILO as follows:

- at a rate or lump sum price agreed between the parties, or in the absence of such agreement;
- where appropriate, at rates in the Bill of Quantities; or
- in the absence of appropriate rates, at appropriate new rates, as may be agreed, or which the ILO considers appropriate once a fair and reasonable valuation of the Variation or Construction Change Directive has been made by the ILO; or
- if the ILO so instructs, at day-work rates set out in the Bill of Quantities for which the Contractor must keep records of hours of labour and of Contractor's Equipment and Materials used.

7.1.6. For the avoidance of doubt, the Contractor's entitlement to payment for a Variation or a Construction Change Directive excludes non-project specific overheads and costs.

7.1.7. The Contractor shall keep and maintain accurate accounts and records with respect to all changes in the Works in accordance with internationally accepted accounting principles, and in such form and detail as will clearly identify all relevant charges and costs and the bases thereof. The Contractor shall permit the ILO or its designated representative to periodically inspect and audit all relevant accounts and records. The Contractor shall preserve all accounts and records relating to changes under the Contract for a period of ten (10) years after the final payment under the Contract.
7.2. Variations

A Variation is a written instrument prepared by the ILO, the Project Manager, or the Contractor, and signed by the ILO and the Contractor stating their agreement upon all of the following:

a) a change in the Works;
b) the amount of the adjustment in the Price(s), if any; and
c) the extent of the adjustment in the Time for Completion, if any.

7.3. Construction Change Directives

7.3.1. A Construction Change Directive is a written order prepared by the ILO, or by the Project Manager at ILO’s direction, and signed by the ILO directing a change in the Works and stating a proposed basis for adjustment, if any, in the Price(s) or Time for Completion, or both. The ILO may by Construction Change Directive, without invalidating the Contract, order changes in the Works within the general scope of the Contract consisting of additions, deletions or other revisions, the Price(s) and Time for Completion being adjusted by Variation if so required.

7.3.2. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Variation.

7.3.3. Upon receipt of a Construction Change Directive, the Contractor shall immediately proceed with the change in the Works involved and advise the ILO of Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Price(s) or Time for Completion.

7.3.4. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Price(s) and Time for Completion and/or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Variation.

7.3.5. If the Contractor does not respond immediately or disagrees with the method for adjustment in the Price(s), the method and the adjustment shall be determined by the ILO based on reasonable expenditures and savings of those performing the Works attributable to the change, including in case of an increase in the Price(s).

7.3.6. If the Project Manager and the Contractor do not agree with the adjustment in Time for Completion or the method for determining it, the adjustment or the method shall be referred to the ILO for consideration.

7.3.7. When the Project Manager and the Contractor agree upon the adjustments in the Price(s) and Time for Completion, such agreement shall be effective immediately and shall be recorded by preparation and signature of an appropriate Variation.

7.4. Requirement for Variation or Construction Change Directive

The Contractor shall not proceed with any change or Modification to the Works without a written Variation or Construction Change Directive from the ILO. The delivery of supplemental or revised Drawings or Specifications to the Contractor by the Project Manager, the ILO or a design professional shall not be interpreted by the Contractor as fulfilling the requirement for a written Variation or Construction Change Directive. A written Variation or Construction Change Directive must be obtained by the Contractor in addition to such Drawings or Specifications.

8. **TIME**
8.1. Definitions

8.1.1. Unless otherwise provided, the Time for Completion is the period of time, including adjustments authorized by a Variation and/or a Construction Change Directive, provided in Article 3 of the Contract for the Contractor to achieve Provisional Acceptance of the Works.

8.1.2. The date of commencement of the Works is the date specified in the notice to proceed issued by the ILO or the Project Manager.

8.1.3. The date of Provisional Acceptance is the date certified by the ILO in accordance with Paragraph 10.8.

8.1.4. The term "day" as used in the Contract shall mean calendar day unless otherwise specified.

8.2. Progress and Completion

8.2.1. Time limits stated in the Contract are of the essence of the Contract. By executing the Contract, the Contractor confirms that the Time for Completion is a reasonable period for performing and completing the Works.

8.2.2. The Contractor shall not knowingly, except by agreement with or instruction of the ILO or the Project Manager in writing, commence operations on the site or elsewhere prior to the effective date of the insurance required by Paragraph 12 to be furnished by the Contractor. The date of commencement of the Works shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the ILO or the Project Manager, the Contractor shall give notice to the ILO or the Project Manager in writing not less than five (5) days before commencing the Works.

8.2.3. The Contractor shall proceed expeditiously and shall achieve Provisional Acceptance within the Time for Completion.

8.3. Delays and Extensions of Time

8.3.1. If the Contractor is delayed at any time in progress of the Works by wrongful or negligent act or omission of the ILO or the Project Manager or of a separate contractor employed by the ILO, or by changes ordered in the Works by the ILO or the Project Manager, or by fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the ILO or the Project Manager, then the Time for Completion shall be extended by Variation for such reasonable time as the ILO or the Project Manager may determine.

8.3.2. Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3 of the General Conditions.

8.3.3. If any delay on the part of the Contractor results in any claim against the ILO or the Project Manager by a separate contractor, the Contractor shall indemnify and hold the ILO and the Project Manager harmless therefrom.

8.3.4. If the Works are more than ten (10) days behind schedule due to causes within the Contractor's control, the Contractor shall, upon the written direction of the ILO or the Project Manager, provide sufficient additional labour, including overtime, to bring the Works back on schedule. The ILO reserves the right to hire third parties to provide such additional labour at the Contractor's expense. The overtime premium or any other costs for such additional labour, whether performed by the Contractor's agents and employees or by third parties, shall be borne by the Contractor and shall not increase the Price(s).
9. **FORCE MAJEURE**

9.1.1. Neither party shall be liable to the other party for failure to perform its respective obligations, if such failure is as a result of an unforeseeable and irresistible event, national emergency declared by the government, act of nature (including fire, flood, earthquake, storm, hurricane, epidemic or other natural disaster), any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force (Force Majeure), provided that such acts arise from causes beyond the control and without the fault or negligence of the invoking party. Considering the particular nature of the ILO, it may happen that such act of war, invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force may be declared unilaterally by the United Nations Department of Safety and Security (UNDSS). This declaration made by UNDSS shall nevertheless bind the parties as if it was a declaration made by the national authorities.

9.1.2. The defaulting party shall notify, as soon as possible after the occurrence of the Force Majeure event, the other party in writing with full particulars of the Force Majeure event, including its likely duration, the estimated expenditures that will likely be incurred for the duration of the Force Majeure event, and any other conditions, which threaten to interfere with the defaulting party's performance of the Contract.

9.1.3. Without prejudice to any other right or remedy available under the Contract, if either party is rendered unable, in whole or in part, by reason of Force Majeure to perform its obligations and meet its responsibilities under the Contract and where the Force Majeure event exists beyond thirty (30) days, or when from the outset the Force Majeure event is expected to last more than thirty (30) days, then the parties will negotiate in good faith the most appropriate resolution, including suspension or termination of the Contract.

10. **PAYMENTS AND COMPLETION**

10.1. **Price**

The Price(s) is/are stated in Article 4 of the Contract. Subject to adjustments by authorized Modifications, the Price(s) is/are the total amount payable by the ILO to the Contractor for completing the Works under the Contract to the satisfaction of the ILO.

10.2. **Schedule of Payments and Fees**

Unless otherwise instructed by the ILO or the Project Manager, before submitting its first Monthly Statement, the Contractor shall submit to the ILO a Schedule of Payments and Fees allocating the Price(s) to the various portions of the Works, prepared in such form, and supported by such data to substantiate its accuracy as the ILO may require. This schedule, unless objected by the ILO, shall be used as a basis for reviewing the Contractor's Monthly Statements.

10.3. **Monthly Statements and Progress Reports**

10.3.1. Unless otherwise instructed by the ILO or the Project Manager, the Contractor shall submit to the ILO an itemized Monthly Statement for Works completed in accordance with the Contract. The Completed Works listed in these Monthly Statements must be consistent with the monthly measurements prepared by the Contractor in conjunction with the Project Manager. Such Monthly Statement shall be based on the Schedule of Payments and Fees referred to in Paragraph 10.2 and shall be supported by such data substantiating the Contractor's right to payment as the ILO may require, such as copies of requisitions from subcontractors and material suppliers. Monthly Statements may not include requests for payment of amounts the Contractor does not intend to pay to a subcontractor or supplier because of a dispute or other reason. In such circumstances, the Contractor will furnish in writing reasons for withholding payment in whole, or in part.
10.3.2. Unless otherwise provided in the Contract, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Works. If approved in advance by the ILO, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Project Manager to establish ILO’s title to such materials and equipment or otherwise protect ILO’s interest, and shall include applicable insurance, storage, and transportation to the site for such materials and equipment stored off the site, as well as certification that such materials will be installed in the Works under this Contract.

10.3.3. The Contractor warrants that title to all Works covered by a Monthly Statement will pass to the ILO no later than the time of payment. The Contractor further warrants that upon submittal of a Monthly Statement all Works for which Certificates for Payment have been previously issued and payments received from the ILO shall be free and clear of liens, claims, security interests or encumbrances in favour of the Contractor, subcontractors, material suppliers, or any other persons or entities making a claim by reason of having provided labour, materials and equipment relating to the Works.

10.3.4. Unless otherwise instructed by the ILO or the Project Manager, monthly progress reports shall be prepared by the Contractor and submitted to the Project Manager in hard copy and electronic form. The first report shall cover the period up to the end of the first calendar month following issuance of the notice to proceed by the ILO or the Project Manager. Reports shall be submitted monthly thereafter, each within seven (7) days after the last day of the period to which it relates. Each report shall include: (a) charts and detailed descriptions of progress; (b) photographs showing the status of manufacture and of progress on the Site; (e) copies of quality assurance documents, test results and certificates; (f) an updated list of all approved and pending Variations and an updated list of all claims for which notice has been given; (g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects; (h) comparisons of actual and planned progress, with details of any delays and the measures being (or to be) adopted to overcome delays; and (i) such other information as the Project Manager may reasonably request.

10.4. Payment

10.4.1. The ILO will, within thirty (30) days after receipt of the Contractor’s Monthly Statement, either pay to the Contractor an amount the ILO determines is properly due, or explain to the Contractor in writing the ILO’s reasons for withholding payment in whole or in part as provided in Paragraph 10.5.1. Payment shall be made in the currency set forth in Article 5 of the Contract.

10.4.2. Payment by the ILO pursuant to a Monthly Statement is not a representation that the ILO or the Project Manager has: (a) accepted the Works for which payment is requested; (b) made exhaustive or continuous on-site inspections to check the quality and quantity of the Works; (c) reviewed construction means, methods, techniques, sequences or procedures; (d) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the ILO to substantiate the Contractor’s right to payment; or (e) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Price(s).

10.5. Decisions to Withhold Payment

10.5.1. The ILO may withhold a payment in whole or in part or, because of subsequently discovered evidence or subsequent observations, may recapture payments previously made, to the extent reasonably necessary to protect the ILO if, in the ILO’s opinion, such withholding or recapture is justified to protect the ILO from loss arising from any of the following:
a) defective Works not remedied;
b) third party claims filed or reasonable evidence indicating probable filing of such claims;
c) failure of the Contractor to make payments properly to subcontractors or for labour, materials or equipment;
d) reasonable evidence that the Works cannot be completed for the unpaid balance of the Price(s);
e) damage to the ILO or a separate contractor;
f) reasonable evidence that the Works will not be completed within the Time for Completion and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
g) failure to carry out the Works in accordance with the Contract; or
h) failure to provide subcontractors’ releases of liens for labour and materials paid under previous certification.

10.5.2. If the ILO intends to withhold payment in any amount, the ILO will provide an explanation to the Contractor in writing as provided in Paragraph 10.4.1. If the Contractor and the ILO cannot agree on a revised amount, the ILO shall inform the Contractor of any amount the ILO does not dispute and shall instruct the Contractor to re-issue a Monthly Statement in the undisputed amount. Upon receipt of a re-issued Monthly Statement prepared in accordance with the ILO’s instructions, the ILO shall pay the Contractor the amount stated therein. Upon resolution of a dispute, the ILO will instruct the Contractor to issue an invoice or to include the agreed amount in the Contractor’s next Monthly Statement. Upon receipt of an invoice or Monthly Statement prepared in accordance with the ILO’s instructions, the ILO shall pay the amount stated therein to the Contractor.

10.5.3. No payment by the ILO of any amount pursuant to a Monthly Statement, nor any partial or entire use or occupancy of the Project or Works area by the ILO, shall constitute an acceptance of the Works, or be relied upon as any indication that the Works are in accordance with the Contract, or that the amounts paid represent the correct cost or value of the Works completed, or that such amounts are due to the Contractor.

10.6. Payment of Subcontractors

10.6.1. The Contractor shall be responsible during the progress of the Works for making timely payment for all services, materials and equipment used in the prosecution of the Works, and shall make sure that sufficient funds remain available at any time for the payment of subcontractors providing such services, materials and equipment. The Contractor shall promptly pay each subcontractor, out of the amount paid to the Contractor on account of such subcontractor’s portion of the Works, the amount to which said subcontractor is entitled, reflecting percentages retained from payments to the Contractor on account of such subcontractor’s portion of the Works. The Contractor shall, by appropriate written agreement with each subcontractor, require each subcontractor to make payments to lower-tier subcontractors in the same manner.

10.7. Failure of Payment

If, through no fault of the Contractor, the ILO does not make payment or provide a written explanation to the Contractor in accordance with Paragraph 10.4.1, within thirty (30) days after receipt of the Contractor’s Monthly Statement, then the Contractor may, upon ten (10) additional days’ written notice to the ILO, interrupt the Works until the ILO has complied with Paragraph 10.4.1. The Time for Completion shall be extended appropriately, and the Price(s) shall be increased by the amount of Contractor’s reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Paragraph 7 above.

10.8. Provisional Acceptance
10.8.1. Provisional Acceptance is the stage in the progress of the Works when:

- except and only for minor uncompleted items which, in the opinion of the ILO, will not affect the occupancy and operation of the Works as intended, the Works are sufficiently complete in accordance with the Contract to enable the ILO or the beneficiaries to occupy and use the Works for the use for which they are intended;
- all Works have been thoroughly checked, tested and adjusted by the Contractor to ensure that they are in good working condition and operating properly, and all operational systems and elements that are part of the Works, are functioning as required by the Contract, including mechanical, electrical and support systems; plumbing fixtures or any other mechanical devices furnished or installed as part of the Works, all floors are level and free of rough spots and applicable surfaces have received a primer and final painting coat that was applied evenly with no hollows or cavities; all finishes are free of any chips, dents, scratches, discolouring or operational defects.

10.8.2. When the Contractor believes that it has satisfied the requirements for Provisional Acceptance for the Works or a portion thereof, which the ILO agrees to accept separately, the Contractor shall submit a request to the ILO for a Certificate of Provisional Acceptance.

10.8.3. Upon receipt of Contractor’s request for a Certificate of Provisional Acceptance, the ILO will make an inspection to determine whether the Works or designated portion thereof should be provisionally accepted. The inspection shall be conducted by the ILO and/or the Project Manager together with the Contractor, and in the presence of a representative of the Department of Information and Communications Technology, as the case may be. The inspection will aim at verifying the requirements of Paragraph 10.8.1.

10.8.4. The ILO and the Project Manager will cooperate with the Contractor in preparing a comprehensive list (punch list) of minor items to be completed or corrected, as the case may be. The Contractor shall proceed promptly to complete and correct the items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Works in accordance with the Contract.

10.8.5. After the inspection, the ILO or the Project Manager shall prepare a Certificate of Provisional Acceptance, which shall establish the date of the inspection, as well as the responsibilities of the ILO and the Contractor for security, maintenance, heat, utilities, damage to the Works and insurance, and shall fix the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. The ILO may withhold from any payment otherwise due to the Contractor an amount equal to two hundred percent (200%) of the cost to complete the punch list items, which amount shall be payable to the Contractor by the ILO after satisfactory completion of all items included on the punch list.

10.8.6. Upon proper application by the Contractor and issuance by the ILO of a Certificate of Provisional Acceptance of all the Works, the ILO shall make payment for such Works or portion thereof as provided in Article 5 of the Contract.

10.8.7. The Contractor is solely responsible for ensuring that Provisional Acceptance of all the Works is achieved within the Time for Completion. If the Time for Completion expires before the date of Provisional Acceptance of all the Works as established in the Certificate of Provisional Acceptance, the Contractor shall pay to the ILO delay damages in the amount specified in Article 12 of the Contract. These delay damages shall be paid for every day, which elapses between the last day of the Time for Completion and the date of Provisional Acceptance stated in the Certificate of Provisional Acceptance. Payment of these delay damages shall not relieve the Contractor of its obligation to complete the Works or from any other obligations under the Contract.
10.9. Final Acceptance and Final Payment

10.9.1. After completion of the Works on the punch list, upon receipt of a written statement from the Contractor that the Works are ready for final acceptance and receipt of a final Monthly Statement, the ILO or the Project Manager will promptly make an inspection, in the presence of the Contractor, and of a representative of the Department of Information and Communications Technology, as the case may be.

10.9.2. Further to the inspection, if the ILO or the Project Manager finds the Works acceptable under the Contract and the documents and items listed under (a) to (f) below have been submitted to the ILO, the ILO or the Project Manager will issue a Certificate of Final Acceptance and proceed with a final payment (after deduction of any amounts owed by the Contractor to the ILO):

a) a certificate evidencing that insurance required by the Contract to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) days’ prior written notice has been given to the ILO;
b) production of a bank Warranty Security, as requested by ILO in Article 11 of the Contract;
c) all warranties and manufacturer’s instructions on products and equipment furnished and installed by the Contractor;
d) as-built drawings, as set forth in Paragraph 3.11;
e) the Building use manual and Maintenance plan manual referred to in Paragraph 14.13; and
f) the relevant certificate of occupancy, issued by the public authorities of the country or area where the Work took place, as the case may be.

10.9.3. If, after the inspection, the ILO or the Project Manager does not find the Works acceptable under the Contract, or where the documents and items listed under (a) to (f) above are missing, the Certificate of Final Acceptance shall not be delivered, and the reasons shall be stated in writing to the Contractor. A new inspection shall be made once the requirements of Paragraph 10.9.2 have been met.

10.9.4. The ILO may require other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the ILO.

10.9.5. Upon acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Monthly Statement.

11. PROTECTION OF PERSONS AND PROPERTY

11.1. Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract and shall ensure prompt, effective treatment of any ill or injured person, in close coordination with the Project Manager.

11.2. Safety of Persons and Property

11.2.1. In accordance with the ILO’s safety instructions for Contractors included in Exhibit B to the Contract, the Contractor shall take all necessary protective safety and health measures for itself, its agents and employees, subcontractors, other third parties, as well as for the Works themselves. In particular, the Contractor must do everything necessary to prevent accidents and professional diseases and to protect the health and personal integrity of its agents and employees.
and subcontractors. In addition, the Contractor must ensure that its agents and employees and eventual subcontractors respect all local occupational safety and health regulations.

11.2.2. The Contractor shall provide reasonable protection to prevent damage, injury, or loss to:

a) the Works and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or its subcontractors; and

b) other property at the site or adjacent thereto, including the ILO's existing building, offices, common areas, furnishings, fixtures, equipment, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

11.2.3. The Contractor shall give notices and comply with all laws bearing on safety and health of persons or property or their protection from damage, injury, or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and health protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

11.2.4. In particular, the Contractor's and any subcontractors' personnel, agents and employees shall:

a) wear personal protective equipment (PPE);

b) refrain from infringing the efficiency of protective installations; and

c) immediately signal any danger or risk to the Contractor, the Project Manager, and the ILO.

11.2.5. The Contractor's use or storage of explosives or other hazardous materials or equipment or unusual methods for execution of the Works, are expressly prohibited.

11.2.6. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

11.2.7. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the ILO.

11.2.8. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

11.2.9. Damage to existing buildings or structures, at the Works site or adjacent thereto, due to the Contractor's operations shall be repaired to the satisfaction of the ILO at the Contractor's sole expense.

11.3. Emergencies

11.3.1. In an emergency affecting safety of persons or property, the Contractor shall act, at Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or
extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraphs 4.3 and 7 of the General Conditions.

11.3.2. The Contractor shall report as soon as possible but within twenty-four (24) hours in writing to the Project Manager, all accidents whatsoever arising out of, or in connection with, the performance of the Works, whether on or off the site, which caused death, personal injury, or property damage, giving full details and names of witnesses. If any claim for damage or otherwise is made in connection with any accident, the Contractor shall promptly report the facts in writing to the ILO or the Project Manager giving full details of the claim so that the ILO may assess responsibility, if any, protect its interests and prepare, in a timely fashion, relevant information for its insurance carrier.

12. INSURANCE

12.1. General Requirements for Insurances

12.1.1. The Contractor shall, while performing the Works, pay for, maintain, and furnish with companies satisfactory to the ILO insurance coverages as set forth within this Paragraph 12. The Contractor agrees that each insurance shall be effected with insurers and in terms approved by the ILO.

12.1.2. The Contractor agrees to the following regarding the required insurance coverages:

a) Coverage shall be provided by insurers rated A or higher. If an insurer’s rating falls below A, then the Contractor shall give notice to the ILO and the ILO may request that the Contractor replace coverage at the Contractor’s expense.

b) All insurance coverages (except Workers Compensation and Professional Liability), to be maintained and furnished hereunder by the Contractor shall be primary and non-contributory.

c) No policy shall have a deductible of more than $250,000 in respect to any single claim or occurrence.

d) If requested by the ILO, the Contractor shall cause the ILO and the Project Manager to each be named as an additional insured as to all insurance coverages required hereunder (except Workers Compensation and Professional Liability) to be maintained and furnished by the Contractor.

e) The additional insured endorsement on the commercial general liability policy shall include both “on-going operations” and liability arising from “your work/completed operations” (the equivalent of ISO additional insured endorsement CG20-10-11-85) and the Contractor agrees to provide a copy of such endorsement to the ILO.

f) The ILO shall be named as Loss Payee on the Builder’s Risk policy.

g) No exclusions for explosion, collapse, or underground hazards shall be added to the commercial general liability and the umbrella liability policy.

h) All insurance (except Professional Liability) shall be maintained on an “occurrence” basis.

i) The ILO and the Project Manager shall be given notice at least thirty (30) days prior to the effective date of any cancellation (except ten (10) days for cancellation due to non-payment of premium) of any required insurance coverages.

j) All required coverages shall include a waiver of any rights of subrogation by the insurer against the ILO and the Project Manager.

k) The Contractor shall, before commencing the Works and thereafter from time to time promptly upon request of the ILO or the Project Manager, deliver to the ILO certificates of insurance, including copies of applicable policy endorsements, indicating that the Contractor is in compliance with the insurance requirements set forth herein. Such certificates of insurance shall be provided annually until expiration of the products-completed operations coverage period provided in Paragraph 12.2.2.
I) The Contractor shall require that all subcontractors maintain the same coverages (except for Builder’s Risk) and shall maintain (at the job site) copies of the same documents the Contractor is required to furnish to the ILO.

12.1.3. If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the ILO: (a) the Contractor shall act under the policy on behalf of these additional joint insured except that the ILO shall act for ILO’s personnel; (b) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer; and (c) the insuring party shall require all additional joint insured to comply with the conditions stipulated in the policy.

12.1.4. Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

12.1.5. Failure of the Contractor to supply a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of the ILO to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor’s obligation to maintain such insurance.

12.1.6. If an insurer makes (or attempts to make) any alteration, the Contractor shall promptly give notice to the ILO.

12.1.7. If the Contractor fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Paragraph 12, the ILO may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The Contractor shall reimburse the amount of these premiums to the ILO.

12.1.8. Nothing in this Paragraph 12 limits the obligations, liabilities or responsibilities of the Contractor or the ILO, under the other terms of the Contract or otherwise; provided, however, that if the Contractor fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the ILO neither approves the omission nor effects replacement insurance, any moneys which should have been recoverable under such insurance shall be paid by the Contractor.

12.1.9. By requiring insurance herein, the ILO does not represent that coverage and limits will necessarily be adequate to protect the ILO or the Contractor and such coverage and limits shall not be construed as a limitation on the Contractor’s liability.

12.2. Required Insurance Coverage and Limits

12.2.1. Worker’s compensation: shall not be below the limit required by Law and shall cover risk of personal injury or death.

12.2.2. Employer’s liability: The insurance shall cover the ILO and the Project Manager against liability for claims, damages, losses, and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the ILO or of the ILO’s personnel. The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. This insurance shall be maintained for a limit as required by law in the country where the Works shall be performed. For a subcontractor’s employees, the insurance
may be effected by the subcontractor, but the Contractor shall be responsible for compliance with this Paragraph 12.

12.2.3. Property Insurance/Builder’s Risk: The Contractor shall maintain Property Insurance and Builder’s Risk coverage for the project for property damage and third-party injury or damage claims. The Builder’s Risk policy shall provide all-risk coverage and shall include flood, earthquake, windstorm, and soft costs. Coverage shall be provided on a replacement cost basis. Coverage shall not be bound without the ILO’s approval in writing.

13. UNCOVERING AND CORRECTION OF WORKS

13.1. Uncovering of Works

13.1.1. If a portion of the Works is covered contrary to the ILO’s request or to the Contract, it shall, if requested in writing by the ILO, be uncovered for the ILO’s observation and be replaced at the Contractor’s expense without change in the Price(s) or the Time for Completion.

13.1.2. If a portion of the Works has been covered, which the ILO has not specifically requested to observe prior to it being covered, the ILO may request to see such Works and they shall be uncovered by the Contractor. If such Works are in accordance with the Contract, costs of uncovering and replacement shall, by an appropriate Variation, be charged to the ILO. If such Works are not in accordance with the Contract, the Contractor shall pay such costs unless the condition was caused by the ILO or a separate contractor in which event the ILO shall be responsible for payment of such costs.

13.2. Correction of Works

13.2.1. The Contractor shall promptly correct the Works rejected by the ILO or failing to conform to the requirements of the Contract, whether observed before or after Provisional Acceptance. The Contractor shall bear costs of correcting such rejected Works, including additional testing and inspections and compensation for the ILO’s, the Project Manager’s and any other consultant’s services and expenses made necessary thereby.

13.2.2. If within thirty (30) days after discovery of a latent defect not reasonably discoverable at the time of Provisional Acceptance any part of the Works is found to be not in accordance with the requirements of the Contract, the Contractor shall correct it promptly after being informed of same in writing by the ILO. The ILO shall inform the Contractor within a reasonable time after discovery of the condition.

13.2.3. The Contractor shall remove from the site any portions of the Works, which are not in accordance with the requirements of the Contract and are not corrected by the Contractor or accepted by the ILO.

13.2.4. If the Contractor fails to correct non-conforming Works within the time as specified in a written request from the ILO or the Project Manager, the ILO may correct such Works in accordance with Paragraph 2.4 or may remove them or any part thereof and store the salvable materials or equipment at Contractor’s expense. The ILO may, after providing ten (10) days advance notice to the Contractor, sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the ILO’s, the Project Manager’s and any consultant’s services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the Contractor should have borne, the Price(s) shall be reduced accordingly, and a Variation shall be issued to that effect. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the ILO.
13.2.5. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the ILO or separate contractors caused by the Contractor's correction or removal of any part of the Works, which is not in accordance with the requirements of the Contract.

13.2.6. Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to other obligations, which the Contractor might have under the Contract.

13.3. Acceptance of Non-conforming Works

If the ILO prefers to accept Works not in accordance with the requirements of the Contract, the ILO may do so instead of requiring removal and/or correction of such Works, in which case the Price(s) will be reduced by a Variation as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

14. MISCELLANEOUS PROVISIONS

14.1. Ruling Language

The Contract shall be governed by the requirements stated in Article 15 of the Contract.

14.2. Successors and Assigns

The ILO and the Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract. Neither party to the Contract shall assign the Contract in whole or in part without written consent of the other. If either party attempts to make such an assignment without such prior written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract. The Contractor shall not assign any monies due or to become due hereunder without the written consent of the ILO.

14.3. Administrative Control

14.3.1. The Project Coordinator responsible for the technical and contractual administration of this Contract shall be the person identified in Article 8 of the Contract, unless otherwise delegated to another officer of the ILO by communicating to the Contractor in writing the scope of said delegation of authority in accordance with Paragraph 14.3.2.

14.3.2. The Contractor and the ILO shall provide to each other in writing the names of their respective representatives authorized to act pursuant to the various provisions of the Contract, specifying the scope of the respective delegation. Such information shall be given upon signature of the Contract and from time to time upon the parties' designation of other authorized representatives.

14.3.3. Whenever notice is required by the Contract, such notice shall be deemed to have been given only if delivered in person to the individual for whom it was intended, or if delivered or sent by an internationally recognized overnight delivery service with proof of receipt, to the notice addresses set forth in Article 16 of the Contract.

14.4. Rights and Remedies

14.4.1. Duties and obligations imposed by the Contract and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
14.4.2. No action or failure to act by the ILO, the Project Manager or the Contractor shall constitute a waiver of a right or duty afforded to them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

14.5. Tests and Inspections

14.5.1. Tests, inspections, and approvals of portions of the Works required by the Contract or by law shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the ILO, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall timely communicate to the ILO the date, time and location of all tests and inspections so that the ILO and the Project Manager may observe such procedures.

14.5.2. If the Project Manager or the ILO determines that portions of the Works require additional testing, inspection or approval not included under Paragraph 14.5.1, the ILO may, at its sole option: (a) arrange to have such additional testing, inspection or approval performed directly and shall timely communicate to the Contractor the date, time and location of such tests and inspections so that the Contractor may observe such procedures; or (b) instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the ILO, and the Contractor shall timely communicate to the ILO the date, time and location of all such tests and inspections so that the ILO may observe such procedures. The ILO shall bear such costs except as provided in Paragraph 14.5.3.

14.5.3. If such procedures for testing, inspection or approval under Paragraphs 14.5.1 and 14.5.2 reveal failure of the portions of the Works to comply with requirements established by the Contract, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the ILO's, the Project Manager's or consultant's services and expenses.

14.5.4. Required certificates of testing, inspection or approval shall be secured by the Contractor and promptly delivered to the ILO with a copy to the Project Manager.

14.5.5. If the ILO requests that the Project Manager observe tests, inspections or approvals required by the Contract, the Project Manager will do so promptly and, where practicable, at the normal place of testing.

14.5.6. Tests or inspections conducted pursuant to the Contract shall be made promptly to avoid delay in the Works.

14.5.7. Neither the observations of the Project Manager or the ILO in the performance of their tests or inspections, nor tests or approvals by persons other than the Contractor, nor failure of persons other than the Contractor to require inspections, tests or approvals shall relieve the Contractor of its obligations to perform the Works in accordance with the Contract.

14.6. Commencement of Statutory Limitation Period
The Statutory Limitation Period applicable to the Works shall be ten (10) years. The ILO can, at any time during this period, report to the Contractor that defects to the Works have occurred, without the Contractor being able to blame the ILO for having acted late or offset the repair or replacement.

As between the ILO and the Contractor:

14.6.1. before Provisional Acceptance. As to acts or failures to act occurring or being discovered prior to the relevant date of Provisional Acceptance, the above statute of limitation shall commence to run, and any alleged cause of action shall be deemed to have accrued, not later than such date of Provisional Acceptance.

14.6.2. between Provisional Acceptance and Final Payment Certificate. As to acts or failures to act occurring or being discovered after the relevant date of Provisional Acceptance and prior to issuance of the final Payment Certificate, the above statute of limitation shall commence to run, and any alleged cause of action shall be deemed to have accrued, not later than the date of issuance of the Certificate of Final Acceptance of the Works.

14.6.3. after Final Acceptance and final Certificate for Payment. As to acts or failures to act occurring or being discovered after the relevant date of issuance of the Certificate for Final Acceptance, the above statute of limitation shall commence to run, and any alleged cause of action shall be deemed to have accrued, not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Works or failure to correct the Works by Contractor under Paragraph 3.5, the date of any correction of the Works or failure to correct the Works by the Contractor under Paragraph 13.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or the ILO, whichever occurs last.

14.6.4. Reasonable Discovery. As to all acts and failures to act occurring at any time during or after execution of the Contract as specified in Paragraphs 14.6.1 through 14.6.3 above, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued when such act or failure to act is actually discovered by the aggrieved party, or should have been discovered through its reasonable diligence.

14.7. Advertising Award

The Contractor may neither disclose the terms and conditions of the Contract nor make public the fact that it is a Contractor to the ILO. Before using ILO’s name or logo for any purpose, the Contractor shall obtain prior and express written consent of the ILO. Even if such prior express written consent is obtained by the Contractor, the Contractor agrees not to refer to the award of the Contract between the Contractor and the ILO, or any aspects thereof, in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the ILO or is considered by the ILO to be superior to other products or services.

14.8. Contractor’s Personnel

14.8.1. The Contractor recognizes that ILO’s premises are public international organization property. In the event of demonstrable poor performance or misconduct by any of the Contractor’s personnel, if the ILO so decides, after consultation with the Contractor, the Contractor shall dismiss and provide an appropriate replacement or replacements for such personnel within ten (10) working days or within a period as mutually agreed.

14.8.2. The Contractor agrees to use commercially reasonable efforts to ensure that personnel performing the Works under the Contract are not related by blood or marriage to any active ILO staff member, contractual employee, or individual independent contractor within and including the fourth degree of consanguinity and the second degree of affinity, or subject to any
work restrictions by virtue of former employment by the ILO. For purposes of this Paragraph 14.8.2, the phrase “within and including the fourth degree of consanguinity and second degree of affinity” shall mean a spouse, mother, father, brother, sister, child, uncle, aunt, nephew, niece, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, first cousin, step-parent, step-child, step-brother, step-sister, parent-in-law, grandparent-in-law, spouse of brother-in-law, spouse of sister-in-law, great-grandchild, great-uncle, great-aunt, great-nephew, great-niece, or great-grandparent. If it becomes known that any of the Contractor’s personnel is performing the Works in violation of this Paragraph 14.8.2, the Contractor shall promptly remove, dismiss and replace such person with another person having equivalent skills at no additional cost to the ILO.

14.9. Survival and Severability

14.9.1. Survival: The obligations contained in Paragraphs 1.1.6 (Proscribed Practices); 3.5 (Warranties); 3.17 (Intellectual Property); 3.18 (Indemnification); 7.1.7 (Changes); 12 (Insurance); 13.2.2 (Correction of Works); 14.7 (Advertising Award) and 16.2.4 shall survive the acceptance of the Works under the Contract, as well as the expiration or termination of the Contract.

14.9.2. Severability: If any provision of this Contract is declared invalid by the arbitral tribunal designated by the parties, the remaining provisions shall not be affected thereby and shall remain in full force and effect.

14.10. Relationship of Parties

Nothing contained in this Contract between the Contractor and the ILO shall establish or create any relationship of master and servant or principal and agent between the Contractor and the ILO, it being agreed that the position of the Contractor and of anyone else performing any service under the Contract is that of an independent contractor.

14.11. Confidential Information

14.11.1. The Contractor, its personnel, subcontractors, and agents are aware that in discharging their obligations pursuant to the Contract, they may have access to privileged and confidential information of the ILO. Under no circumstances shall the Contractor, its personnel, subcontractors, or agents disclose to any person or organization, in any manner or form, during or after the expiration of this Contract, such information or any part thereof, unless such information has already been made public with the authorization of the ILO. The Contractor shall not use such information for private advantage or in any manner prejudicial to or incompatible with the interests of the ILO. Furthermore, the Contractor will limit access to personnel to such Confidential Information on a “need to know” basis, i.e., only to the extent necessary for the purpose of performing their obligations under the Contract. However, there shall be no obligation of confidentiality or restriction on use, where:

a) the information is publicly available, or becomes publicly available, other than by an action or omission of the Contractor; or
b) the information was already known to the Contractor prior the execution of the Contract; or
c) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality; or
d) the information is to be provided to another entity which is a United Nations agency or belongs to the United Nations System.

14.11.2. Both parties shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with law. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works without written consent of the ILO. The Contractor shall not be required to disclose to the ILO any information which the Contractor described in its proposal as being confidential. The Contractor shall disclose any other information which the ILO may reasonably require in order to verify the Contractor’s compliance with the Contract.
14.12. Labour Standards

Labour Principles: The ILO requires the Contractor and its Personnel to support and respect the protection of internationally proclaimed human rights and to observe the highest ethical standards throughout its supply chain, during the procurement process and the performance of the Contract. The ILO further requires that the Contractor and its Personnel, will neither use nor engage in any: threats of violence, verbal or psychological harassment or abuse. The Contractor expressly agrees to abide by the United Nations Supplier Code of Conduct. In addition, the Contractor undertakes to respect, at all times and in all circumstances relevant to the performance of the Contract and in relation to all its personnel, agents and employees, and to ensure that its subcontractors respect the following principles concerning international labour standards of the ILO:

a) the freely exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as the protection of those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively;

b) the prohibition of forced or compulsory labour in all its forms;

c) equal remuneration for men and women for work of equal value;

d) equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of the Contract takes place;

e) the prohibition of the employment of children below fourteen (14) years of age or, if higher than fourteen (14), the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of the Contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher;

f) the prohibition of the employment of persons under the age of eighteen (18) for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons;

g) the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. The Contractor shall keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and the workers concerned must be informed of such deductions at the time of each payment.

h) the provision of wages, hours of work and other conditions of work not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations, whichever offers the best working conditions), for work of the same character performed in the trade or industry concerned in the area where work is carried out;

i) the need to ensure, so far as is reasonably practicable, that the workplaces, machinery, equipment and processes under their control are safe and without risk to health, and that the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and provide, where necessary, adequate protective clothing and protective equipment to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health;

j) the provision of social security benefits, including the need to ensure that its Personnel are adequately insured against the consequences of the following risks: (i) illness, injury, and death; and (ii) incapacity to work due to accident and sickness either during normal working hours or outside working hours; and

14.12.2. Employment Conditions: The Contractor will comply with applicable legislation of Philippines relating to terms of employment and conditions of work, including Occupational Health

and Safety, any collective agreements to which it is party, and any other related measure with which it must comply.

14.12.3. **Recruitment of Labour:** All general workers employed by the Contractor or Subcontractor must be recruited from amongst the local population, preferably as close as possible to the site area, and both male and female workers must have equal opportunity to participate in the Works. All workers must be registered on the form specifically provided for this purpose capturing all the required information. The Contractor will notify the Employer at least one (1) week ahead of any major recruitment. The notification will state venue, date, and time when the enrolment will take place.

14.12.4. **Task and Piecework Systems:** The Contractor will observe and fulfill particularly the following conditions with respect to all persons employed in the execution of the Contract under a task or piecework system:

   - The size of the daily task will be that which a worker can reasonably complete during a normal working day (8 hours).
   - The hardship of the task will vary depending upon the terrain and ground conditions. The Contractor in consultation with the ILO will agree on the task hardship level and payment system to be applied.
   - The ILO may further stipulate a minimum labour wage rate per day for productivity related output (task work). The applicable labour wage rate is to be at least equivalent to the minimum daily wage rate based on the minimum monthly wage stipulated in prevailing Wage Order from DOLE-NWPC, covering the area of Pampanga and Construction sector, and will be PhP 463 or PhP 453 (depending on the number of workers in the establishment) for one day's worth of work.

14.12.5. **Reporting Requirements:** During the execution of the Contract, the Contractor will register all workers and provide the ILO with these records before any payment is due. The Contractor will further maintain detailed muster rolls showing attendance and wages paid to all personnel employed and will produce at any time such records for inspection by any person authorised by the ILO. The Contractor will further keep daily records of all information and data related to workers such as category of labour, numbers employed and productivity per person. Other information are gender records, wage rate, machine output, etc. The records for each calendar month during the Works will be made available to the ILO not later than the first week of the following month, together with the Monthly Statement submission.

14.12.6. **Non-payment of Wages by the Contractor:** Any dispute between the Contractor and the workers regarding delayed payment or default in payment of fair or complete wages, if not resolved immediately may force the ILO to intervene. The ILO will, upon the Contractor defaulting payment, pay the monies due to the workers not honoured in time, out of any monies due or which may become due to the Contractor under the Contract. In such events, the Contractor is bound to co-operate with the ILO in the processing of the payment of the correct amounts of monies due to the labour force by submitting the relevant muster-rolls, workday reports, and pay-sheets, and be represented during the payments.

14.12.7. **Provision of Hand Tools:** The Contractor will provide its workers with hand tools of adequate quality, appropriate for each activity, sufficient in numbers and will maintain the tools in good and safe working conditions.

14.12.8. **Safety and Health:** The Contractor will be responsible for the safety of all activities on the site. The Contractor will provide all personnel on the site with adequate safety protection equipment and clothing as appropriate to the work being performed, as well as instruction on Occupational Health and Safety as part of the induction process for new workers. The ILO may organise campaigns for enhancing safety awareness among the workforce on the site and regarding general health issues. The Contractor will allow its staff to attend to these campaign events during normal working hours and without deduction of pay.
14.13. Building Maintenance

At the end of the Project, the Contractor shall provide the ILO with the Building use manual with information on the performance of the building and the Maintenance plan manual of the buildings containing indications on the necessary measures to be taken for a corrective and preventive maintenance of the building.

15. ESCALATION PROCESS

15.1. The parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof by direct informal negotiations, including, where agreed, by referral, to an executive level of authority within the parties identified in Article 13 of the Contract.

15.2. Issues regarding the Contractor’s performance and quality of the deliverables will be dealt with by the Escalation Process outlined above in the first instance. Should the Contractor fail to rectify any performance issues within the period stipulated in Article 13 of the Contract (or within a period as mutually agreed by the parties), the ILO may terminate the Contract immediately by written notice.

15.3. Any disagreement between the parties on what should be the most appropriate resolution to a Force Majeure event as stated in Paragraph 9.1.3, shall be referred to arbitration under Article 14 of the Contract and Paragraph 4.5 of the General Conditions without going through the above escalation process.

16. TERMINATION OR SUSPENSION OF THE CONTRACT

16.1. Termination by the Contractor

16.1.1. The Contractor may, in accordance with the provisions of this Paragraph 16, terminate the Contract if the Works are stopped for a period beyond sixty (60) consecutive days through no act or fault of Contractor or a subcontractor or their agents or employees or any other persons performing portions of the Works under the Contract with the Contractor, for any of the following reasons:

a) issuance of an arbitral decision terminating the Contract;

b) an act of government, such as a declaration of national emergency, making material unavailable; or

c) failure of the ILO to make payments, which are due under the Contract and the ILO has not provided to the Contractor the reason for withholding payment as provided in Paragraph 10.4.1.

If one of the above reasons exists, the Contractor may, upon fifteen (15) additional days’ written notice to the ILO, terminate the Contract and recover from the ILO payment for the portion of the Works completed through the date of termination in accordance with the schedule for payment and fees, plus the Contractor’s reasonable costs of demobilization and termination of any subcontracts.

16.1.2. In the event that the Contractor elects to terminate the Contract pursuant to Paragraph 16.1.1, the ILO shall have the right to require the Contractor to complete the Works by sending written notice to the Contractor, prior to the expiration of fifteen (15) days from the date the Contractor gives notice of termination, that the ILO agrees to increase the Price(s) by an amount equal to the additional cost, which the Contractor may incur by reason of the stoppage of the Works after the aforesaid sixty (60) day period. If the ILO gives the Contractor notice under this Paragraph
16.1.2. the Contractor’s termination shall be rescinded and an appropriate Variation shall be entered.

16.2. Termination by the ILO

16.2.1. The ILO may terminate the Contract if the Contractor:

a) abandons the Works or otherwise it is demonstrated that the Contractor does not intend to continue performance of the Contract;

b) subcontracts the whole of the Works or assigns the Contract without the required agreement by the ILO;

c) refuses or fails to supply enough properly skilled workers or proper materials;

d) fails to make payment to subcontractors for materials or labour in accordance with the respective agreements between the Contractor and the subcontractors;

e) disregards laws applicable to Contractor’s activities or the Works;

f) is reasonably believed by the ILO to be unable to complete the Works for the unpaid balance of the Price(s) or to pay the entire cost in excess of the Price(s), or to be unable to achieve Provisional Acceptance within the Time for Completion;

g) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee, or manager for the benefit of its creditors, or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events; or

h) the Contractor’s personnel, agents, or subcontractors, are reasonably believed by the ILO to have breached any of the principles concerning international labour standards of the ILO listed in Paragraph 14.12.1 above, or have engaged in any Proscribed Practice or Prohibited Conduct:

i. for doing or forbearing to do any action in relation to the Contract; or,

ii. for showing or forbearing to show favour or disfavour to any person in relation to the Contract;

i) the Contractor’s personnel, agents or subcontractors have been given notice of non-compliance with any other requirement of the Contract and have failed to remedy such non-compliance to the ILO’s satisfaction within the time for cure set forth in the notice, which shall be a reasonable time not to exceed fourteen (14) days after receipt of such notice;

j) is found to have made a wilful or fraudulent misrepresentation in the making of or performance of the Contract, regardless of when the misrepresentation is discovered;

k) is declared undesirable by the government of the country where the Contractor is to perform any of its obligations under the Contract;

l) is the subject of any sanction or temporary suspension imposed by any government, supranational organization (e.g., European Union), another entity of the United Nations System or multilateral development finance institution, including the World Bank Group;

m) the ILO’s activities are curtailed or terminated

n) the ILO does not receive the necessary funds to cover the total value of the Contract; or

o) the ILO receives a recommendation regarding public health, safety, or the security level (e.g., issued by the World Health Organization, the ILO Medical Service, the UN Department of Safety and Security), as well as from competent authorities of the country where the Contractor is to perform any of its obligations under the Contract.

16.2.2. When any of the above reasons exist, the ILO may without prejudice to any other rights or remedies of the ILO and after giving the Contractor seven (7) days’ written notice, terminate the Contract and may, at ILO’s discretion and subject to any prior rights of any surety:

a) take possession of the site and of all goods, documents, materials, equipment, submittals, design documents, tools and machinery thereon owned by the Contractor;
b) accept assignment of subcontracts pursuant to Paragraph 5.4; and

c) complete the Works by whatever reasonable method the ILO may deem expedient.

The ILO shall endeavour to provide a copy of such notice of termination to the Contractor’s surety; provided, however, that any failure of the ILO to inform any surety of termination shall not diminish ILO’s rights under Paragraph 14.4.

16.2.3. When the ILO terminates the Contract for one of the reasons stated in Paragraph 16.2.1, the Contractor shall not be entitled to receive further payment until the Works are finished. The ILO shall then inform the Contractor that any of Contractor’s goods, materials, equipment, tools, and machinery of which the ILO has taken possession pursuant to Paragraph 16.2.2 will be released to the Contractor at or near the site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. The Contractor shall take all measures needed in order to ensure that any materials and/or equipment not owned by the Contractor are not disturbed or removed.

16.2.4. If the cost of completing the Works, including compensation for the Project Manager’s and any consultant’s services and expenses made necessary thereby, exceed the unpaid balance of the Price(s), the Contractor shall pay the difference to the ILO. This payment obligation shall survive termination of the Contract. The ILO’s remedies under the Contract, the Advance Payment Security, the Performance Security, and the Warranty Security may be cumulative. At the ILO’s discretion, the ILO may seek relief and recover from the Contractor and any or all of its sureties provided only that the ILO’s aggregate recovery shall not be greater than the aggregate amount of the ILO’s losses, costs and expenses.

16.2.5. In addition to the ILO’s rights under Paragraph 16.2.1, the ILO shall have the right to terminate the Works at any time, without cause and at its sole discretion, in which event the Contractor shall be paid, in lieu of all other compensation, for the portion of the Works completed through the date of termination in accordance with the schedule for payment and fees, plus the Contractor’s reasonable costs of demobilization and termination of subcontracts.

16.3. Suspension by the ILO for Convenience

16.3.1. The ILO may, without cause, order the Contractor in writing to suspend, delay or interrupt the Works in whole or in part for such period of time as the ILO may determine. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

16.3.2. If the ILO exercises its right under Paragraph 16.3.1, a Variation shall be issued adjusting the Price(s) for increases in the cost of performance of the Contract caused by ILO’s suspension, delay, or interruption. No adjustment shall be made to the extent that performance is, was or would have been suspended, delayed, or interrupted by another cause for which the Contractor is responsible.

16.3.3. Adjustments in the cost of performance shall be made by Variation in accordance with the provisions of Paragraph 7. The Contractor shall not be entitled to an extension of the Time for Completion or increase in the Price(s) for consequences of Contractor’s faulty workmanship or materials, or of the Contractor’s failure to protect, store or secure in accordance with Paragraph 16.3.1.

16.3.4. After the permission or instruction to proceed is given, the Contractor and the Project Manager shall jointly examine the Works and the materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or materials, which has occurred during the suspension after receiving from the ILO an instruction to this effect.
EXHIBIT B TO CONSTRUCTION CONTRACT

BIDDING DOCUMENTS INCLUDING THE TERMS OF REFERENCE, THE SITE MANAGEMENT INSTRUCTIONS AND ILO SAFETY INSTRUCTIONS
EXHIBIT C TO CONSTRUCTION CONTRACT

LIST OF DRAWINGS, BLUEPRINTS AND PROJECT DOCUMENTS
EXHIBIT D TO CONSTRUCTION CONTRACT

THE OFFER OF THE CONTRACTOR
EXHIBIT E TO CONSTRUCTION CONTRACT

WORK PLAN
EXHIBIT F TO CONSTRUCTION CONTRACT

FORM OF CONTRACTOR’S MONTHLY STATEMENT
EXHIBIT G TO CONSTRUCTION CONTRACT

LIST OF EQUIPMENT AND COMPONENTS FOR ADVANCE PAYMENT
EXHIBIT H TO CONSTRUCTION CONTRACT

Advance Payment Guarantee, Performance Guarantee and Warranty Guarantee templates
[GUARANTOR LETTERHEAD]

**Advance Payment Guarantee**

[Name of the bank/guarantor]
[Address of the bank/guarantor]
[Telephone and/or email of the bank/guarantor]

[Name and address of ILO]  
[Guarantee No.  
[guarantee reference number]
Advance payment Guarantee Amount: [in figures with indication of the currency]  
(in words: [with indication of the currency])

We have been informed that you concluded on [date] a contract No. [contract number] with [name of contractor] (hereinafter called “the Applicant”) for [state what the contract is about] at a total price of [state total price], and that an advance payment guarantee has to be supplied.

We understand that, according to the conditions of contract, an advance payment in the sum of [state the amount of the advance payment], being [state percentage] % of the total price, is to be made against an advance payment guarantee.

This being stated, we, [name of bank/guarantor], irrespective of the validity and the legal effects of the above mentioned contract and waiving all rights of objection and defence arising therefrom, hereby irrevocably undertake to pay to you, upon your first demand, any sum or sums not exceeding in total the above mentioned maximum amount, upon receipt of your duly signed request for payment in original stating that the Applicant is in breach of its obligation(s) under the underlying contract, without the need to specify the respect in which the Applicant is in breach. Such statement shall be conclusive evidence of your entitlement to payment in the amount demanded, up to the amount of this guarantee.

For the purpose of identification your written request for payment must bear or be accompanied by a signed confirmation of one of our correspondent banks/counterparts stating that the latter has verified your signature(s) appearing on the said request for payment.

Your claim is also acceptable if transmitted to us in full by authenticated SWIFT through one of our correspondent banks/counterparts confirming that the said bank/counterpart has verified your signature(s) appearing thereon.

In case that at the time of a request for payment under this guarantee, there is a valid list of authorized signatures with one of our correspondent banks/counterparts regarding the persons signing for you, the verification of signature(s) by a third bank/counterpart is not required. In such case, your request for payment must be presented to us duly signed in writing (SWIFT excluded).

Our guarantee is valid until [date] and expires in full and automatically, should your original written request for payment or the authenticated SWIFT not be in our possession at our above address on or before that date, regardless of such date being a banking day or not.

The amount of this guarantee will automatically be reduced in proportion to the value of each delivery upon presentation to us of copies of the commercial invoices corresponding to the deliveries issued by the Applicant and evidence of acceptance of these invoices by you.
This guarantee shall come into force after receipt of the advance payment by the Applicant, evidencing this guarantee no. [guarantee reference number] into their account held with us.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758. The supporting statement under article 15 (a) of URDG 758 is excluded.

Any dispute concerning this guarantee that cannot be settled by mutual agreement between you and the Applicant, will be resolved by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules or according to such other procedure as may be agreed between you and the Applicant in writing. The place of arbitration shall be [City/Country]. The procedural and substantive laws of [Country] shall not apply. This guarantee is governed by the general principles of international commercial law. All arbitration proceedings and submissions shall be in [English/French/Spanish].

Nothing in or related to this letter shall be deemed a waiver of any of the privileges and immunities of the International Labour Organization recognized in the United Nations Convention on the Privileges and Immunities of the Specialized Agencies (1947), and relevant national and international law.

Signature(s)
Performance Guarantee

[Name of the bank/guarantor]
[Address of the bank/guarantor]
[Telephone and/or email of the bank/guarantor]

[Name and address of ILO]

Guarantee No. [guarantee reference number]
Performance Guarantee Amount: [in figures with indication of the currency]
(in words: [with indication of the currency])

We have been informed that you concluded on [date] a contract No. [contract number] with [name of contractor] (hereinafter called "the Applicant") for [state what the contract is about] at a total price of [state total price], and that a performance guarantee has to be supplied.

This being stated, we, [name of bank/guarantor], irrespective of the validity and the legal effects of the above mentioned contract and waiving all rights of objection and defence arising therefrom, hereby irrevocably undertake to pay to you, upon your first demand, any amount up to the above mentioned maximum amount, upon receipt of your duly signed request for payment in original stating that the Applicant is in breach of its obligation(s) under the underlying contract, without the need to specify the respect in which the Applicant is in breach. Such statement shall be conclusive evidence of your entitlement to payment in the amount demanded, up to the amount of this guarantee.

For the purpose of identification your written request for payment must bear or be accompanied by a signed confirmation of one of our correspondent banks/counterparts stating that the latter has verified your signature(s) appearing on the said request for payment.

Your claim is also acceptable if transmitted to us in full by authenticated SWIFT through one of our correspondent banks/counterpart confirming that the said bank/counterpart has verified your signature(s) appearing thereon.

In case that at the time of a request for payment under this guarantee, there is a valid list of authorized signatures with one of our correspondent banks/counterparts regarding the persons signing for you, the verification of signature(s) by a third bank/counterpart is not required. In such case, your request for payment must be presented to us duly signed in writing (SWIFT excluded).

Our guarantee is valid until [insert a date which is six (6) months after the expected completion date of the work] and expires in full and automatically, should your original written request for payment or the authenticated SWIFT not be in our possession at our above address on or before that date, regardless of such date being a banking day or not.

Our guarantee will be reduced by each payment made by us as a result of a claim.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758. The supporting statement under article 15 (a) of URDG 758 is excluded.
Any dispute concerning this guarantee that cannot be settled by mutual agreement between you and the Applicant, will be resolved by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules or according to such other procedure as may be agreed between you and the Applicant in writing. The place of arbitration shall be [City/Country]. The procedural and substantive laws of [Country] shall not apply. This guarantee is governed by the general principles of international commercial law. All arbitration proceedings and submissions shall be in [English/French/Spanish].

Nothing in or related to this letter shall be deemed a waiver of any of the privileges and immunities of the International Labour Organization recognized in the United Nations Convention on the Privileges and Immunities of the Specialized Agencies (1947), and relevant national and international law.

Signature(s)
Warranty Guarantee

[Name of the bank/guarantor]
[Address of the bank/guarantor]
[Telephone and/or email of the bank/guarantor]

[Name and address of ILO]

Guarantee No. [guarantee reference number]
Warranty Guarantee Amount: [in figures with indication of the currency]
(in words: [with indication of the currency])

We have been informed that you concluded on [date] a contract No. [contract number] with [name of contractor] (hereinafter called "the Applicant") for [state what the contract is about] at a total price of [state total price], and that a warrantee guarantee has to be supplied.

This being stated, we, [name of bank/guarantor], irrespective of the validity and the legal effects of the above mentioned contract and waiving all rights of objection and defence arising therefrom, hereby irrevocably undertake to pay to you, upon your first demand, any amount up to the above mentioned maximum amount, upon receipt of your duly signed request for payment in original stating that the Applicant has not fulfilled its contractual warranty obligations, without the need to specify the respect in which the Applicant is in breach of its obligations. Such statement shall be conclusive evidence of your entitlement to payment in the amount demanded, up to the amount of this guarantee.

For the purpose of identification your written request for payment must bear or be accompanied by a signed confirmation of one of our correspondent banks/counterparts stating that the latter has verified your signature(s) appearing on the said request for payment.

Your claim is also acceptable if transmitted to us in full by authenticated SWIFT through one of our correspondent banks/counterparts confirming that the said bank/counterpart has verified your signature(s) appearing thereon.

In case that at the time of a request for payment under this guarantee, there is a valid list of authorized signatures with one of our correspondent banks/counterparts regarding the persons signing for you, the verification of signature(s) by a third bank/counterpart is not required. In such case, your request for payment must be presented to us duly signed in writing (SWIFT excluded).

Our guarantee is valid until [the duration is usually two years from the receipt of the work] and expires in full and automatically, should your original written request for payment or the authenticated SWIFT not be in our possession at our above address on or before that date, regardless of such date being a banking day or not.

Our guarantee will be reduced by each payment made by us as a result of a claim.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758. The supporting statement under article 15 (a) of URDG 758 is excluded.
Any dispute concerning this guarantee that cannot be settled by mutual agreement between you and the Applicant, will be resolved by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules or according to such other procedure as may be agreed between you and the Applicant in writing. The place of arbitration shall be [City/Country]. The procedural and substantive laws of [Country] shall not apply. This guarantee is governed by the general principles of international commercial law. All arbitration proceedings and submissions shall be in [English/French/Spanish].

Nothing in or related to this letter shall be deemed a waiver of any of the privileges and immunities of the International Labour Organization recognized in the United Nations Convention on the Privileges and Immunities of the Specialized Agencies (1947), and relevant national and international law.

Signature(s)
Project Overview

Since 15 June 2021, the ILO Country Office in Manila has been implementing the project “Bringing Back Jobs Safely Under the COVID 19 Crisis in the Philippines: Rebooting Small and Informal Businesses Safely and Digitally” (Bringing Back Job Safely Project). The project received funding from the Ministry of Foreign Affairs of Japan and was designed as an emergency response to the pandemic and to be implemented until 31 March 2023. The Bringing Back Jobs Safely project aims at contributing to improving the safety and health of workers in micro-small and medium enterprises (MSMEs) and informal businesses in the non-metropolitan regions of the Philippines and mitigating the negative socioeconomic impact of the COVID-19 crisis. The two major outcomes of the project involve, on one hand, the promotion of safer and more productive workplaces, and on the other, the promotion of the digital transformation of MSMEs and informal businesses.

The component of the project on supporting the digitalization of MSMEs will also support the Department of Information and Communications Technology in the establishment and operation of three Digital Transformation Center – Innovation Hubs (DTC-IH). The DTC-IHs are office-type structures that will provide internet connectivity, co-working spaces, back-office services, and other similar services, especially to MSMEs. Through the Bringing Back Jobs Safely Project, a DTC-IH will be constructed in Luzon, another one in Visayas, and one in Mindanao.

This tender document specifically calls for proposals for the Detailed Design, Construction and Turn-Over of the Digital Transformation Center - Innovation Hub in Mabalacat, Pampanga.

Scope of Work

The work will involve the proposed improvement of the facility of the regional office of DICT in Dau, Mabalacat, Pampanga, so the proposed innovation hub can cater to a wider area for awareness of emerging technological advances.

The extension of the innovation hub has an approximate gross floor area of 300 sqm of building development and improvement. Existing structure has an approximate area of 46 sqm of improvement and renovation. The new proposed structure has an approximate area of 264 sqm. with outdoor improvements such as site development and landscapes.

The proposed development is a concrete stilt structure with basic structural elements like concrete beams, slabs, columns, Steel trusses; with finishes such as honed concrete floor, tiles, painted walls and ceilings.

The proposed building will be connected to the existing building through a common lobby connecting to a co-working space located in the new facility to provide additional service to the public.

1. Site Survey and Inspection
2. The contractor shall be in charge of Construction documentation for Architectural, Structural, Electrical, Mechanical and Plumbing services. All documentations such as shop drawings, changes due to actual site conditions, shall be approved first by the designated project manager of the ILO and the client. In preparing the detailed design, the contractor shall adhere to the provisions of the National Building Code of the Philippines, Structural Code of the Philippines, Fire Code of the Philippines, Occupational Safety and Health Standards as well as other codes and standards applicable to construction works.

3. The contractor shall be in charge of the building permit and occupancy permit documentation and processing and all other permits necessary for the construction and operations of the building.

4. The Contractor shall perform the following construction activities but is not limited to the following:
   a. Mobilization/Demolition
      The Contractor shall mobilize and bring out into work, all personnel, plant and equipment, in accordance with his approved construction program, equipment moving and utilization schedule and manpower schedule, from its regular place of business to the site one week after signing the work contract.

      Mobilization shall include obtaining and transporting to jobsite the equipment, materials, tools, personnel, constructional plant and all necessary items for the execution and completion of the work and shall also include the setting up and verification of all equipment and instruments until it is rendered operable.

      The contractor is responsible for maintaining pollution/contamination free surrounding environment.
The contractor shall display and follow both work plan and resource plan for each site.

Demobilization shall include dismantlement and removal from the site of the Contractor’s materials and equipment and all temporary facilities. It shall also include a clean-up of the site after completion of the contract as well as transportation from the site of the Contractor’s personnel.

5. Site Clearing and Proper Waste Disposal
   a. General site clearing operations include the removal of demolished materials and objectionable matter, protection of existing structures/facilities left functional and clearing to allow for new construction.
   b. The Contractor is obliged to provide barricades, coverings, or other types of protection necessary to prevent damage to existing structures and facilities. Likewise, he is to dispose of materials, trash and debris in a safe and acceptable manner in accordance with applicable laws and ordinances. Burying and burning of trash and debris at the site will not be permitted. Trash and debris shall be removed from the site at regular intervals to prevent these from accumulating and ultimately delaying the course of the work.
   c. Demolition of existing walls to receive new installations. Repairs of adjacent walls not being demolished shall be done accordingly. Safety measures shall be done prior, during and after demolition.
   d. The contractor shall ensure that all roof drains will be free from construction debris and wastes from the construction site clogging the drainpipes during rainy days.
   e. All construction wastes and workers’ wastes shall be disposed of properly by the contractor following segregation and collection schedule of the local government unit.

6. Management of construction activities for maintaining quality standards and timelines
   a. The contractor shall deploy one qualified and experienced engineer for each site as Site Manager
   b. The contractor shall strictly follow the drawings, specifications and BoQs of the contract documents and shall closely coordinate with the designated Project Manager of the ILO for all milestones of the project. Scope of works included are as follows:
      i. Site works, excavation and soil backfilling.
      ii. Demolition works and restoration
      iii. Concreting works (forms and accessories, rebar and steel works, concrete pouring)
      iv. Masonry works
      v. Metal works (truss systems, columns and railing)
      vi. Thermal and moisture protection
      vii. Doors and windows including glazing works
      viii. Finishing (Walls, floors, and ceiling)
      ix. Painting works
      x. Toilet Accessories
xi. Plumbing works and fixtures
xii. HVAC system
xiii. Electrical works
c. No variations will be accepted without prior approval by the ILO. In case of any variations, the contractor shall inform the ILO project manager, in writing, to justify the cost and time implications prior to the variations’ approval. ILO in its sole discretion, or in consultation with DICT, will accept or reject any submitted variation.
d. Based on the prepared work plan, the contractor shall execute multiple works simultaneously for saving time during construction.
e. The construction site shall be free of debris and hazardous materials/objects. The contractor should exercise all safety measures for its workers, the ILO project management team, and DICT staff on-site.
f. The contractors shall allow unlimited access to construction sites for the ILO project management team and DICT concerned staff.
g. The supervision engineers shall monitor the construction activities and coordinate with the contractor on a daily basis to ensure that quality standards and timelines are maintained.
h. Any materials or works that do not-conform to the specifications, drawings or BoQs shall be rejected, and the contractor shall be responsible for removing/dismantling the rejected materials/works immediately from the site. The contractor shall repeat/reconstruct the rejected work at his own cost.
i. All critical works (i.e., structural parts) such as foundation works, erection of columns, beams, fixing roof support structures etc., shall be carried out with prior inspections from the ILO project management team and technical team of the DICT.
j. All materials should pass through the mandatory material tests. The designated project manager of the ILO will recommend only the materials for use that pass through the lab tests. The quality of structural materials to be used shall be in conformity with governing laws and acceptable engineering practices in order to safely sustain the superimposed loads under seismic forces, lateral earth pressure or any condition of external forces that may affect the stability of the structure.
k. Shop drawings shall be presented to the ILO project manager prior to installation of the approved drawings.
l. Acceptance will be issued by the ILO upon submission of Contractor of Post-Construction Documentation, including:
   i. As-Built Plans
   ii. All Collated Shop Drawings
   iii. All collated Testing Results
   iv. Equipment Manuals
   v. Accomplished Punchlist
   vi. Warranties and Guarantees

7. Key Personnel
   The minimum key professionals and the respective qualifications are identified below.
a. The Design Team to develop the construction plans should ideally include:

<table>
<thead>
<tr>
<th>No.</th>
<th>Professional</th>
<th>Specific expertise/ qualifications</th>
<th>Years of experience</th>
<th>Minimum deployment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Architect</td>
<td>Licensed</td>
<td>3 years</td>
<td>Design phase only</td>
</tr>
<tr>
<td>2</td>
<td>Civil/Structural Engineer</td>
<td>Licensed</td>
<td>3 years</td>
<td>Design phase only</td>
</tr>
<tr>
<td>3</td>
<td>Sanitary Engineer/Master Plumber</td>
<td>Licensed</td>
<td>3 years</td>
<td>Design phase only</td>
</tr>
<tr>
<td>4</td>
<td>Mechanical Engineer</td>
<td>Licensed</td>
<td>3 years</td>
<td>Design phase only</td>
</tr>
<tr>
<td>5</td>
<td>Electrical Engineer</td>
<td>Licensed</td>
<td>3 years</td>
<td>Design phase only</td>
</tr>
</tbody>
</table>

b. Construction Personnel to perform works onsite should include:

<table>
<thead>
<tr>
<th>No.</th>
<th>Professional</th>
<th>Specific expertise/ qualifications</th>
<th>Years of experience</th>
<th>Minimum deployment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager/Project Engineer/Project Architect</td>
<td>Architect/Civil Engineer preferably extensive experience in Project management in vertical projects</td>
<td>5 years minimum</td>
<td>One full time who will be in charge of the overall project implementation</td>
</tr>
<tr>
<td>2</td>
<td>Safety Officer</td>
<td>The Safety Officer must be an Accredited safety practitioner by the Department of Labor and Employment (DOLE) and must have undergone the prescribed forty (40) hour Construction Safety and Health Training (COSH)</td>
<td>One full time (Can be performed by other qualified onsite engineers)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>General Foreman</td>
<td>Extensive experience in construction</td>
<td>5 years minimum</td>
<td>One full time</td>
</tr>
<tr>
<td>4</td>
<td>Skilled Laborers</td>
<td>With required skills who can produce desired quality of work. They may be of different categories by type of works (i.e., masons, welders, steel technicians, carpenters, plumbers, electricians)</td>
<td>Experienced, qualified for the field of works</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Laborers</td>
<td>They should be physically fit, have certain knowledge of works, and of legal age</td>
<td>Experienced, qualified for the field of works</td>
<td></td>
</tr>
</tbody>
</table>

Prospective bidders shall attach each individual’s resume, PRC license of the professional staff, certificates of training and all other pertinent documents proving the said professional’s expertise.

8. Minimum Requirements for a Construction Safety and Health Program
Every construction project shall have a suitable Construction Safety and Health Program, which must be in accordance with the rules, and other orders and issuances issued by the DOLE, the Construction-in-Charge, or an equally responsible officer, shall be responsible for the compliance of the Program.

9. Submittals

Pre-Construction:
1. Construction Schedule (Pert CPM, S-Curve, Gantt Chart, and Manpower schedule)
2. Construction Methodology
3. Licenses (PRC and PTR) of Design Professionals (Architect, Structural Engineer, Sanitary Engineer/Master Plumber, Mechanical Engineer and Electrical Engineer)
4. Building Permit

Construction Proper
1. Shop Drawings
2. Testing Results

Post Construction
1. As-Built Plans
2. All Collated Shop Drawings
3. All collated Testing Results
4. Equipment Manuals
5. Accomplished Punchlist
6. Warranties and Guarantees

Project Duration

One hundred and twenty-six (126) days

Other supporting documents in attachment:

Annex II-F. Itemized description of requirements where pricing / bill of quantities may be based; and,
Annex V. Initial architectural plans.
ANNEX V: PLANS AND DRAWINGS
S101 FRAMING PLAN

9/21/2022 2:54:16 PM

APPROVED PLAN

90 DESIGN STUDIO
39 CM RECTO ST BAGUO CITY PHILIPPINES

Level 1

1

Sheet Issue date

Owner
Approved By
**F - 01 PLAN**

- 1500 mm x 1500 mm

**F - 01 SECTION**

- 600 mm x 600 mm
- Lateral Ties
- 50 mm THK GRAVEL BED
- Bottom Bars: 5Ø 16mm Transverse RSB
- 5Ø 16mm Longitudinal RSB

**WF1 WALL FOOTING 1 SECTION DETAIL**

- 50 mm THK GRAVEL BED
- 3 - 12mm DIA Longitudinal Bars
- 12mm DIA Bottom Bars @ 300mm O.C.

**WF1 WALL FOOTING 2 SECTION DETAIL**

- 50 mm THK GRAVEL BED
- 3 - 12mm DIA Longitudinal Bars
- 12mm DIA Bottom Bars @ 300mm O.C.
300mm x 400mm CONCRETE RECTANGULAR COLUMN

10 - 16mm REBAR
10mm STIRRUPS 2 @ 50mm, 3 @ 75mm, 4 @ 100mm REST @ 200mm

C1 COLUMN DETAIL

2. THE ELECTRICAL SERVICE POWER IS 1 - PHASE, 2 WIRE + GROUND 230 V AC, 60Hz.

3. WIRING METHOD SHALL BE AS FOLLOWS:
   a. FEEDERS AND RISERS - POLYVINYL CHLORIDE CONDUIT
   b. LIGHTING, POWER RECEPTACLE BRANCH CKT., & AUXILLARY

4. ALL WIRES SHALL BE COPPER AND THERMOPLASTIC INSULATED TYPE “THHN” UNLESS OTHERWISE INDICATED IN THE PLAN. THE MINIMUM SIZE OF WIRE FOR POWER AND LIGHTING CIRCUIT HOMERUN SHALL BE 3.5 mm AND INSULATED FOR 600 VOLTS. SMALLEST RACEWAY SHALL BE 15 mm2 TRADE/NOMINAL SIZE. LIKEWISE ALL ELECTRICAL WIRES SHALL BE COLOR CODED.

5. ALL OUTLET BOXES SHALL BE GALVANIZED GAGE NO. 16 DEEP TYPE WITH FACTORY KNOCKOUTS.

6. ALL MATERIALS TO BE USED SHALL BE BRAND NEW AND APPROVED TYPE FOR THE PARTICULAR LOCATION AND PURPOSE OF USAGE.

7. EQUIPMENT GROUNDING SYSTEM SHALL BE PROVIDED TO ELECTRICAL SYSTEM AS PER ELECTRICAL CODE REQUIREMENT.

8. MOUNTING HEIGHT OF WIRING DEVICES SHALL BE AS FOLLOWS:
   a. LIGHT SWITCH - 1.20 M ABOVE FINISHED FLOOR
   b. CONVENIENCE OUTLET - 0.30 M ABOVE FINISHED FLOOR
   c. PANELBOARD - 1.8 M ABOVE FINISHED FLOOR
   d. FIRE ALARM STATION OUTLET - 1.2 M ABOVE FINISHED FLOOR
   e. PUSH BUTTON OUTLET - 1.2 M ABOVE FINISHED FLOOR
   f. FIRE ALARM AND VIBRATING BELL - 0.3 M BELOW CEILING LINE
   g. ABOVE THE COUNTER RECEPTACLE OUTLETS - 0.25 M ABOVE THE COUNTER - 1.8M
   h. ACCUS (T-TONNER) OUTLETS - 1.8M ABOVE FINISHED FLOOR

---

**LEGEND & SYMBOLS**

<table>
<thead>
<tr>
<th>SYMBOLS</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>![Symbol]</td>
<td>TRIPPER LIGHT</td>
</tr>
<tr>
<td>![Symbol]</td>
<td>RECESSED CAN LIGHT</td>
</tr>
<tr>
<td>![Symbol]</td>
<td>Weatherproof Wall Light 150mm x80mm LED, Warm White</td>
</tr>
<tr>
<td>![Symbol]</td>
<td>Weatherproof Circular lamp, 170mm, 15 Watts, LED, White light</td>
</tr>
<tr>
<td>![Symbol]</td>
<td>Emergency Light</td>
</tr>
<tr>
<td>![Symbol]</td>
<td>One Gang Switch</td>
</tr>
<tr>
<td>![Symbol]</td>
<td>Two Gang Switch</td>
</tr>
<tr>
<td>![Symbol]</td>
<td>Three Gang Switch</td>
</tr>
</tbody>
</table>

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**LOAD COMPUTATION**

I total = (23 A x 0.25) + 108 A

= 91 Amperes

Service Entrance Wire:

Usage: 2 = 38mm² THHN + 1-8mm² THHN in 1 1/2"Ø PVC pipe

Main Circuit Breaker:

Usage: 125AT/150AF, 2P, 230V, MCCB

---

**SINGLE LINE DIAGRAM**

1 : 100

**ELECTRICAL GENERAL NOTES**

1 : 50

---

**APPROVED PLAN**

---

90 DESIGN STUDIO

E100

GENERAL NOTES, LEGEND & SYMBOLS

ILO-DICT DAU

Owner

Approved By

9/21/2022 3:03:59 PM
LEVEL 1 CONVENIENCE OUTLET LAYOUT

SCALE 1:100

E102

90 DESIGN STUDIO
31 COMFORT ST BAGUIO CITY PHILIPPINES

Sheet Issue date 9/21/2022 3:04:14 PM

Owner Approved By

LEVEL 1 - POWER LAYOUT

ILO-DICT DAU

LEVEL 1 CONVENIENCE OUTLET LAYOUT
To whom it may concern:

This is to certify that the International Labour Organization is a specialized agency of the United Nations.

Article III, Section 10, of the Convention of Privileges and Immunities of the Specialized Agencies of the United Nations to which the Government of the Philippines is a signatory, provides in part that:

"While the specialized agencies, will not, as a general rule, claim exemption from excise taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless when the specialized agencies are making purchases for the official use of property on which such duties and taxes have been charged or chargeable, States parties to this Convention will, whenever possible, make appropriate administrative arrangement for the remission or return of the amount of duty or tax."

Based on the above quoted provision, purchases of goods and services by the ILO for its official use are subject to VAT at zero percent rate pursuant to Section 106 (A)(2)(c) of the NIRC of 1997, as amended. (BIR Ruling No. DA-ITAD-038-10, dated September 21, 2010). Ref.: (ILO) BIR Ruling No. ITAD 054-10 dated 18 October 2010 (attached).

This Certification is issued for purposes of VAT exemption from purchasing of local goods and services.

Khalid Hassan
Director
Gentlemen:

This refers to your Note No. 2010-158 dated September 13, 2010, indorsed to this Office by the Department of Foreign Affairs, requesting re-confirmation of the grant of value-added tax (VAT) exemption pursuant to VAT Ruling No. 109-99.

It is represented that ILO Manila is a specialized agency of the United Nations (UN); and that pursuant to the UN Charter and to the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations to which the Philippines is a signatory, ILO Manila is exempt from the payment of VAT.

In reply, please be informed that Section 106(A)(2)(b) of the National Internal Revenue Code (NIRC) of 1997, as amended provides as follows:

"SEC. 106 The following sales by a VAT-registered persons shall be subject to zero percent (0%) rate

xxx xxx xxx

(2) Zero-rated Sales - The following sales by VAT-registered persons shall be subject to zero percent rate:

(C) Sales to persons or entities whose exemption under special laws or international agreements to which the Philippines is a signatory effectively subjects such sales to zero rate.

xxx xxx xxx"

In relation thereto, Section 10, Article III of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations dated November 21, 1947 provides:
"Article III"

Section 10

While the specialized agencies will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless when the specialized agencies are making important purchases for official use of property on which such duties and taxes have been charged or chargeable, States parties to this Convention will, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of duty or tax.

"xxx xxx xxx"

Relative thereto, Section 1(b), Article I of the same UN Convention provides:

"Article I
DEFINITION AND SCOPE"

Section 1

In this Convention:

(i) xxx xxx xxx

(ii) The words "specialized agencies" mean:

xxx xxx xxx

(a) International Labour Organization;

xxx xxx xxx"

In view of all of the foregoing, this Office is of the opinion and hereby holds that the herein purchases of goods and services by the ILO for its official use are subject to VAT at zero percent rate pursuant to Section 106(A)(2)(c) of the NIRC of 1997, as amended. (BIR Ruling No. DA-ITAD-038-10, dated September 21, 2010)

International Labour Organization (ILO) BIR Ruling No. ITAD-038-10

Page 2 of 3
This ruling is issued on the basis of the facts as represented. However, if upon investigation it shall be disclosed that the facts are different, then this ruling shall be without force and effect as the herein parties are concerned.

Very truly yours,

KIM J. P. INTO-HENARES
Commissioner of Internal Revenue

001125
Agreement between the International Labour Organisation and the Government of the Philippines concerning the Establishment of an Office of the Organisation in Manila

Whereas the International Labour Organisation has decided to establish an Office of the International Labour Organisation in Manila;

Whereas the Government of the Philippines has informed the International Labour Organisation of its readiness to grant all facilities to that Office;

The International Labour Organisation and the Government of the Philippines have agreed as follows:

**ARTICLE 1**

The Government will afford every assistance within its power in securing the necessary facilities for the establishment of the Office of the International Labour Organisation in Manila.

**ARTICLE 2**

1. As the Philippines is already a party to the Convention on the Privileges and Immunities of the Specialised Agencies of 21 November 1947 as well as to its Annex of 10 July 1948 relating to the International Labour Organisation, the Office of the International Labour Organisation in Manila, its staff and any other person mentioned in the Convention or in the above-mentioned Annex shall be granted the privileges and immunities therein provided for.

2. In addition the Government shall grant to the Office of the International Labour Organisation in Manila and to all persons referred to in paragraph 1 above privileges and immunities, not less favourable than those granted to any other inter-governmental organisation and its staff in the Philippines.

**ARTICLE 3**

The Government will facilitate the entry into, sojourn in, and departure from the Philippines of all persons having official business with the Office of the International Labour Organisation.

**ARTICLE 4**

The Government shall afford to the International Labour Organisation every assistance within its power in securing appropriate office accommodation and necessary telephone, electricity and water installations.

**ARTICLE 5**

1. This agreement shall come into force immediately upon signature by the representatives of the parties.

2. The agreement will remain in force as long as the International Labour Organisation will have an Office in Manila.

3. This agreement may be modified by mutual consent.

In witness whereof the undersigned, duly authorised, have signed this agreement at Manila, this twenty-third day of January 1970 in five copies in the English language.

For the Government of the Philippines:
(Signed) Carlos P. ROMULO,
Secretary of Foreign Affairs.

For the International Labour Organisation:
(Signed) S. K. JAIN,
Regional Co-ordinator for Asia.

***

Date of signature: 23 January 1970
Date of entry into force: 23 January 1970
Registered with the UN on: 6 March 1970 (No. 10348)

Last update: 25 February 2008
<table>
<thead>
<tr>
<th><strong>Checklist for Completeness of Bid Documents for Submission</strong></th>
<th>Check</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Documents for Bidder’s Eligibility Determination</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Legal Documents:</strong></td>
<td></td>
</tr>
<tr>
<td>1. Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives</td>
<td></td>
</tr>
<tr>
<td>2. Mayor’s/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located</td>
<td></td>
</tr>
<tr>
<td>3. Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR) (also refer to Annex II-C requirements)</td>
<td></td>
</tr>
<tr>
<td>4. Joint Venture Agreement, if applicable</td>
<td></td>
</tr>
<tr>
<td><strong>Technical Documents:</strong></td>
<td></td>
</tr>
<tr>
<td>5. Statement of the bidder of all its ongoing 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</td>
<td></td>
</tr>
<tr>
<td>6. Statement of the bidder’s Single Largest Completed Contract (supported by an Owner’s Certificate of Final Acceptance issued by the project owner, or an equivalent document) similar to the contract to be bid.</td>
<td></td>
</tr>
<tr>
<td>7. In the case of procurement of Infrastructure Projects, a valid Philippine Contractors Accreditation Board (PCAB) License or Special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract to be bid.</td>
<td></td>
</tr>
<tr>
<td><strong>Financial Documents:</strong></td>
<td></td>
</tr>
<tr>
<td>8. The bidder’s audited financial statements (last three years), with the preceding calendar year’s statement showing, among others, the bidder’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions. (also refer to Annex II-C requirements)</td>
<td></td>
</tr>
<tr>
<td>9. Computation of Net Financial Contracting Capacity</td>
<td></td>
</tr>
<tr>
<td><strong>Other requirements</strong></td>
<td></td>
</tr>
<tr>
<td>10. Notarized Affidavit stating that bidder should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates or an individual which have been engaged by the ILO to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods, works or services to be purchased under this Invitation to Bid</td>
<td></td>
</tr>
</tbody>
</table>
11. Information on previous and ongoing legal cases

12. Construction Safety and Health Program

13. CVs of key personnel to be involved in the project. Prospective bidders shall also attach each individual's resume, PRC license of the professional staff, certificates of training and all other pertinent documents proving the said professional's expertise.

<table>
<thead>
<tr>
<th>Forms to be completed and to be submitted by the bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. <strong>Annex II-A</strong> Acknowledgement of Receipt*</td>
</tr>
<tr>
<td>B. <strong>Annex II-B</strong> Certification to be submitted by a Bidder in an ILO Competitive Bidding Process*</td>
</tr>
<tr>
<td>C. <strong>Annex II-C</strong> Bidder’s Information Form*</td>
</tr>
<tr>
<td>a) Certificate(s) confirming that obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the Philippines have been fulfilled;</td>
</tr>
<tr>
<td>b) The proof of declaration and payment of taxes, fees and social security contributions by the Bidder should indicate the situation at the end of the previous fiscal year, bearing the statement “certified true copy”, the date and the signature of a person authorized to represent the company;</td>
</tr>
<tr>
<td>c) A copy of the last three financial statements of the Bidder, certified by independent auditors.</td>
</tr>
<tr>
<td>D. <strong>Annex II-D</strong> Recent References*</td>
</tr>
<tr>
<td>E. <strong>Annex II-E</strong> Price Submission Form*</td>
</tr>
<tr>
<td>F. <strong>Annex II-F</strong> Bill of Quantities*</td>
</tr>
<tr>
<td>G. <strong>Annex II-G</strong> List of Personnel</td>
</tr>
<tr>
<td>H. <strong>Annex II-H</strong> List of Materials</td>
</tr>
<tr>
<td>I. <strong>Annex II-I</strong> General and Detailed Work Plan</td>
</tr>
<tr>
<td>J. <strong>Annex II-J</strong> Vendor Registration/Bank Account Information Form*</td>
</tr>
</tbody>
</table>

* With prescribed template