

# **PHILIPPINE BIDDING DOCUMENTS**

## **for the Public Bidding of**

### **Supply of Labor and Materials for the Interior Fit-Out Renovation at the Philippine Innovation Hub on the Ground Floor of the NDC Building**

**Government of the Republic of the Philippines**

**PROJECT IDENTIFICATION NO:**

**MR23-12-166**

**APPROVED BUDGET FOR THE CONTRACT (ABC):**

**₱ 1,900,000.00**

**Sixth Edition  
July 2020**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# ***Glossary of Terms, Abbreviations, and Acronyms***

**ABC** – Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**Contractor** – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

**CPI** – Consumer Price Index.

**DOLE** – Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

**Foreign-funded Procurement or Foreign-Assisted Project** – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.



## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

## **Invitation to Bid for the Procurement for the Supply of Labor and Materials for the Interior Fit-Out Renovation at the Philippine Innovation Hub of the Ground Floor of the NDC Building**

1. The **National Development Company (NDC)** through the approved NDC Corporate Operating Budget intends to apply the sum of **One Million Nine Hundred Thousand Pesos (P 1,900,000.00)** being the Approved Budget for the Contract (ABC) to payments under the **Contract for the Supply of Labor and Materials for the Interior Fit-Out Renovation at the Philippine Innovation Hub of the Ground Floor of the NDC Building** with **Project Identification Number MR23-12-166**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The NDC now invites bids for the above Procurement Project. Completion of the Works is required ***within sixty (60) calendar days from the receipt of NTP***. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *NDC Bids and Awards Committee (BAC) Secretariat* and inspect the Bidding Documents at the 7<sup>th</sup> Floor, NDC Building 116 Tordesillas St., Salcedo Village, Makati City between 8:00 am to 4:00 pm from January 12 to 26, 2024 until 8:00 am to 12:00 noon on January 29, 2024.
5. A complete set of Bidding Documents may be acquired by interested bidders from January 12 to 26, 2024, 8:00 am to 4:00 pm, until January 29, 2024, 8:00 am to 12:00 noon, from given address and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (P5,000.00) to the NDC Cashier located at the 7<sup>th</sup> floor, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City. The Procuring Entity shall allow the bidder to present its proof of payment for the fees. The method of payment will be cash.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the NDC. The bidders are still required to pay the fee for the Bidding Documents not later than the submission of their bids.

6. The NDC will hold a **Pre-Bid Conference<sup>1</sup>** on **January 17, 2024, 02:00 pm** at the ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City and/or through video conferencing or webcasting via zoom application which shall be open to prospective bidders.
  7. Bids must be duly received by the BAC Secretariat through manual **submission** at the 7<sup>th</sup> Floor NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City, prior to dropping their bids, on or before 1:00 pm on January 29, 2024 (7<sup>th</sup> Floor, NDC Clock). **Late bids shall not be accepted.**
  8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
  9. **Bid opening** shall be on **January 29, 2024 at 2:00 pm at ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity at the above address or through video conferencing/webcasting via zoom application. Zoom link will be sent to bidders' representative prior to the opening of bid.
- A detailed evaluation of the financial component of the eligible bid/s shall be conducted after the Bid Opening to determine the Single or Lowest Calculated Bid (SCB or LCB). Only the bidder with the SCB or LCB shall be notified to submit post-qualification documents within five (5) calendar days from receipt of the notice from the NDC BAC.
10. *All prospective bidders shall also submit scanned copy (in usb), in pdf format and password protected all the copies of their submitted documents (Eligibility, Technical and Financial) for file sharing to BAC members online. Submitted scanned copies of the documents must be identical to the submitted hard copies. Discrepancy to the submitted pdf copies and hard copies might lead to disqualification. Password will be disclosed by the bidder during the eligibility check and opening of bids.*
  11. The NDC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
  12. For further information, please refer to:

**Johnierey A. Cueto**

**Head, BAC Secretariat**

National Development Company

7<sup>th</sup> Floor NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City

Tel Nos.: (02) 8840-4838 to 47 loc 232

Email Address: [jacueto@ndc.gov.ph](mailto:jacueto@ndc.gov.ph) or [ndcbacsecretariat@gmail.com](mailto:ndcbacsecretariat@gmail.com)

Fax No.: (02) 8840-4862

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

13. You may visit the following websites:

For downloading of Bidding Documents: *www.ndc.gov.ph*

January 12, 2024

(SIGNED)

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***AGM LEOPOLDO JOHN F. ACOT***  
***Chairperson, Bids and Awards Committee***

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, **National Development Company (NDC)** invites Bids for the **Procurement for the Supply of Labor and Materials for the Interior Fit-Out Renovation at the Philippine Innovation Hub of the Ground Floor of the NDC Building**, with Project Identification Number **MR23-12-166**.

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2023** in the amount of **One Million Nine Hundred Thousand Pesos (₱1,900,000.00)**.

2.2. The source of funding is:

**GOCC and GFIs, the Corporate Operating Budget.**

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## 4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

## 6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

## 7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding , state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on **January 17, 2024, 02:00 pm, at the ABB Hall, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City** and/or through video conferencing/webcasting as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents Comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of



availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

## **11. Documents Comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Alternative Bids**

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

## **13. Bid Prices**

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

## **14. Bid and Payment Currencies**

- 14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

- 14.2. *Payment of the contract price shall be made in:*

*[Select one, delete other/s]*

- a. Philippine Pesos.
- b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.]*

## **15. Bid Security**

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **May 28, 2024**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **16. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **17. Deadline for Submission of Bids**

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## **18. Opening and Preliminary Examination of Bids**

- 18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

## **20. Post Qualification**

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

## **21. Signing of the Contract**

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet (BDS)**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

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

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

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

# Bid Data Sheet

ITB Clause			
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:  a. Interior Fit-out Renovation Works. b. Completed within the past five (5) years prior to the deadline for the submission and receipt of bids.		
7.1	Sub-contracting is not allowed		
10.3	Bidders must have a Philippine Contractors Accreditation Board (PCAB) License, Classification of General Building - 1 at least Category D with Size Range of Small B.		
10.4	The key personnel must meet the required minimum years of experience set below:		
	<u>Key Personnel</u>	<u>Minimum Qualifications</u>	<u>Responsibility</u>
	1. Project Manager  (1)	Licensed Architect with at least five (5) years' experience in design and construction supervision.	<ul style="list-style-type: none"><li>• Overall supervision and management of the project</li></ul>
	2. QA/QC Engineer / Architect  (1)	Licensed Civil Engineer or Architect with at least three (3) years' experience in construction supervision.	<ul style="list-style-type: none"><li>• Inspect the materials delivered, quality of works, methodology of works, etc.;</li><li>• Ensure that the project is implemented according to the approved design/plan; and</li><li>• Ensure that the required documents are complete, such as Request for Inspection (RFI), Request for Approval (RFA), Inspection Report (IR), etc.</li></ul>
	3. Cad Operator	Bachelor Science Degree with at least 2 years'	<ul style="list-style-type: none"><li>• Secure shop drawings and as-built plans for civil.</li></ul>

	<table><tr><td>(1)</td><td>experience as cad operator/draftsman.</td><td>architectural, plumbing, electrical, and mechanical.</td></tr></table> <p>The Bidder may employ a single individual with multiple expertise in the conduct of the required works.</p> <p>The Bidder shall submit the corresponding biodata of the above key personnel that includes description of his/her relevant experience. The biodata shall include a statement of availability of the key personnel for the duration of the project, signed by the named key personnel. The key personnel can be a current or on-call employee, or a consultant of the company.</p>	(1)	experience as cad operator/draftsman.	architectural, plumbing, electrical, and mechanical.
(1)	experience as cad operator/draftsman.	architectural, plumbing, electrical, and mechanical.		
10.5	No requirement.			
12	Alternative Bids shall not be accepted.			
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than <b><i>Thirty-Eight Thousand Pesos (₱ 38,000.00) two percent (2%) of ABC</i></b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <b><i>Ninety-Five Thousand Pesos (₱ 95,000.00) five percent (5%) of ABC</i></b>, if bid security is in Surety Bond.</p>			
19.2	Partial bids are not allowed.			
20	<p>1. Within a <b><u>period of five (5) calendar days</u></b> from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:</p> <p>a. Documents listed in "Annex A" of the Certificate of PhilGEPS registration;</p> <p>b. Latest Income Tax and VAT returns within the last six months from the date of bid including proof of payments made through the BIR Electronic Filing and Payments System (eFPS).</p> <p>c. Philippine Contractors Accreditation Board (PCAB) License Classification of General Building - 1 at least Category D with Size Range of Small B</p> <p>2. Within a <b><u>period of seven (7) calendar days</u></b> from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit Certified True Copy signed by the BIR-Officer with Documentary Stamps of the documentary requirements mentioned in ITB Clause Item 20.1.b. above.</p> <p>Failure to submit any of the above-mentioned post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the</p>			

	documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
21	<p><i>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.</i></p> <p>The contractor shall submit within ten (10) calendar days from receipt of Notice of Award a construction schedule, S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment, and PERT/CPM.</p>

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.



## **1. Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

## **2. Sectional Completion of Works**

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

## **3. Possession of Site**

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

## **4. The Contractor's Obligations**

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

## **5. Performance Security**

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **6. Site Investigation Reports**

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.

## **7. Warranty**

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

## **8. Liability of the Contractor**

Subject to additional provisions, if any, set forth in the **SCC**, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## **9. Termination for Other Causes**

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

## **10. Dayworks**

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the

Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

## **11. Program of Work**

11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

## **12. Instructions, Inspections and Audits**

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

## **13. Advance Payment**

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

## **14. Progress Payments**

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

## **15. Operating and Maintenance Manuals**

15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.

15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's

approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

# Special Conditions of Contract

GCC Clause	
2	<p>The <b>Intended Completion Date</b> is <b>sixty (60) calendar days</b> from receipt of Notice to Proceed.</p> <p>Application and processing for the issuance of all necessary permits relative to the Project is excluded in the delivery period, provided that winning bidder shall submit all the necessary requirements for the issuance of all relevant permits by the LGU or any agency concerned within seven (7) calendar days upon approval by NDC .</p> <p>The winning bidder shall provide regular updates to NDC on the status of the permits. The winning bidder shall exert its best efforts to expedite the release of the said permit.</p>
4.1	<p>The turnover of the site shall be simultaneous to the receipt by the Contractor of the Notice to Proceed.</p>
6	<p>Conduct of site investigation/inspection of the Philippine Innovation Hub, Ground Floor, NDC Building as part of the Project's requirements.</p> <p>Conduct of site inspection is only allowed until January 19, 2024, 12:00nn.</p> <p>Bidders shall secure a Certificate of Site Inspection to form part of their bidding documents. Bidders may contact Engr. Gene Israel V. Ong through 8840-4838 to 47 local (240) for schedule of inspection and issuance of the certificate.</p>
7.2	<p><i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:]</i> Fifteen (15) years.</p> <p><i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]</i> Five (5) years.</p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) years.</p> <p>Contractor shall issue a Certificate of Warranty valid for two (2) years for all the goods and works undertaken from the issuance of Certificate</p>

	<p>of Final Acceptance from NDC. This includes the retention money equivalent to 10% of the total contract price.</p> <p>The contractor shall correct the defect within 24 hours or within reasonable period to be agreed upon by both parties.</p>
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 10 calendar days of delivery of the Notice of Award.
11.2	<p>The period between Program of Work Updates is thirty (30) calendar days.</p> <p>The amount to be withheld for late submission of an Updated program of Work is One Hundred Thousand Pesos (PhP100,000.00) to be applied against the progress payments.</p>
13	The amount of advance payment is 15% of the contract price payable upon submission of a written request and upon acceptance by NDC of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand. This will be deducted from the progress payment by an amount equal to the percentage of the total contract price for the advance payment.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	"As-Built" drawings and operating and maintenance manuals shall be submitted within fifteen (15) calendar days after completion of the Works. Contractor to submit at least six (6) copies of the final "As-Built" drawings and manuals.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is 10% of Final Progress Billing.

## ***Section VI. Specifications***

### **Notes on Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted



subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

## **TERMS OF REFERENCE**

### **SUPPLY OF LABOR AND MATERIALS FOR THE INTERIOR FIT-OUT RENOVATION AT THE PHILIPPINE INNOVATION HUB OF THE GROUND FLOOR, NDC BUILDING**

#### **I. BACKGROUND:**

- A. The National Development Company (NDC) is a government-owned and controlled corporation organized and existing pursuant to Presidential Decree No. 1648, as amended. NDC was created to function as the national government's investment arm.
- B. The NDC, as a premier investment company of the Government, is mandated to pursue commercial, industrial, agricultural, or mining ventures to spur national economic development. NDC may, on its own, or in joint venture with the private sector, undertake development projects that are deemed to contribute to the objectives set out in the Philippine Development Plan 2011-2016.
- C. The Philippine Innovation Hub (the "Hub") is located at the Ground Floor of NDC Building 116 Tordesillas Street, Salcedo Village, Makati City with an area of 220 sq.m.
- D. On May 8, 2023, the NDC Management Committee approved the renovation of the Philippine Innovation Hub which intends to house the Philippine Artificial Intelligence Research (PAIR) Center, Philippine E-Commerce Platform, Philippine Startup Venture Fund, and other startup-related efforts of the NDC that will coordinate with key stakeholders from the private and public sector as regards the development of the startup industry, with focus on identifying investment-ready startups (the "Project").

#### **II. OBJECTIVE:**

To procure the services of a contractor that will undertake the interior design of the Hub. It shall cover but not be limited to, the following works: base flooring, ceiling, air ducting, plumbing, electrical, lighting, shelving works, and provision of necessary furniture and fixtures.

#### **III. SCOPE OF WORKS:**

##### **A. Plans and Permits:**

1. Provide detailed design engineering plans and drawings, method of statement, for application of necessary permits, as required;
2. Secure necessary permits and clearances for the implementation of the project.

## **B. Interior Fit-out Renovation:**

Consult with the NDC Management Committee, including the Chief Innovation Officer of the Hub, as may be necessary, to ensure the proper development of a responsive and innovative design.

### **1. Architectural Works**

- a. The contractor shall provide shop drawings duly signed by an Architect, if necessary, for the architectural interior design of the Philippine Innovation Hub. The shop drawings are subject to the approval of NDC.
- b. The contractor shall submit to NDC for approval the following:
  - i. Material samples and specifications for wall, floor, ceiling, doors, etc., for approval of NDC; and
  - ii. Signed and Sealed Architectural As-Built Plan upon completion.

### **2. Project Supervision**

The contractor shall provide or designate key personnel to:

- a. Inspect the materials delivered, quality of works, methodology of works, etc.;
- b. Ensure that the project is implemented according to the approved design/plan;
- c. Ensure that the required documents are complete, such as Request for Inspection (RFI), Request for Approval (RFA), Inspection Report (IR), etc.; and
- d. Ensure that the project is implemented according to the approved schedule/timeline.

### **3. Construction Safety**

- a. The contractor shall:
  - i. Implement a construction safety and health program at the NDC Building complying with the safety requirements of the National Building Code of the Philippines, Occupational Safety and Health (OSH), MaCEA, Makati City Building Official, DOLE and other concerned regulatory agencies;
  - ii. Ensure all personnel are equipped with appropriate Personal Protective Equipment (PPEs);
- b. The contractor shall submit to NDC the details of their construction safety program.

### **4. Plumbing and Electrical System**

The contractor shall execute the plumbing and electrical requirements of the project, based on the approved layout and design.

#### 5. Occupancy Permit

The contractor shall secure all necessary documents for the occupancy permits.

### **IV. QUALIFICATION REQUIREMENTS**

A. The contractor shall have the following qualifications:

Must have completed at least one (1) project for interior fit-out renovation over the last five (5) years.

B. The contractor shall provide key personnel to handle this project full-time and must have the following minimum qualifications:

<b>Key Staff</b>	<b>Minimum Qualifications</b>	<b>Responsibility</b>
1. Project Manager (1)	Licensed Architect with at least five (5) years' experience in design and construction supervision.	Overall supervision and management of the project
2. QA/QC Engineer/Architect (1)	Licensed Civil Engineer or Architect with at least three (5) years' experience in construction supervision.	<ul style="list-style-type: none"> <li>- Inspect the materials delivered, quality of works, methodology of works, etc.;</li> <li>- Ensure that the project is implemented according to the approved design/plan; and</li> <li>- Ensure that the required documents are complete, such as Request for Inspection (RFI), Request for Approval (RFA), Inspection Report (IR), etc.</li> </ul>

3. CAD Operator (1)	Bachelor Science Degree with at least 2 years of experience as cad operator/draftsman.	prepare shop drawings and as-built plans for civil, architectural, plumbing, and electrical.
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The Contractor may employ a single individual with multiple expertise in the conduct of the required works.

The contractor shall submit to NDC the resume of the team.

## V. BUDGET, DELIVERABLES, AND TERMS AND CONDITIONS OF PAYMENT

The approved budget for the contract (ABC) is **One Million Nine Hundred Thousand Pesos (₱1,900,000.00)** inclusive of all applicable taxes.

The following schedule of payment shall be followed, subject to the submission by the contractor of a billing statement, a statement of work accomplished (SWA) with pictures, and conform by NDC.

Particulars	% of Contract Price	Corresponding % of Work Accomplishment
Advance payment*	15%	-
Progress Payment 1**	20%	20%
Progress Payment 2**	20%	40%
Progress Payment 3**	20%	60%

Progress Payment 4**	30%	90%
Final Payment (subject to submissio n of “as built” drawings and/or operating and maintena nce manuals)* **	10%	100%
Retention Fee****	10%	-

*\*Payable upon submission of a written request and upon acceptance by NDC of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by NDC*

*\*\*Payable upon submission of a Progress Billing or a request for payment for work accomplished accompanied by a Statement of Work Accomplished*

*\*\*\*Payable upon submission of a request for final payment accompanied by a Statement of Work Accomplished and issuance by NDC of a Certificate of Completion*

*\*\*\*\*Payable upon issuance by NDC of a Certificate of Final Acceptance or upon submission of a warranty security*

## **VI. DURATION OF WORK**

Project execution shall be for a period of Sixty (60) calendar days from receipt of the Notice to Proceed.

## **VII. WARRANTY**

The work shall be covered by two (2) years warranty against defects in materials and poor workmanship.

## **VIII. OTHER TERMS**

- A. The contractor shall secure the Building Permit, Occupancy Permit and other relevant permits as applicable for the project.
- B. The date by which operating and maintenance manuals (if applicable) are required is within fifteen (15) calendar days upon completion of the renovation/repair works.
- C. The date by which “as built” drawings are required is within fifteen (15) calendar days upon completion of the renovation/repair works.
- D. The Final Payment equivalent to 10% of the total contract price is subject to the submission of the “as built” drawings and/or operating and maintenance manuals.
- E. On weekdays, weekends and holidays, the contractor will be given a 24-hour access to the work area. However, noisy works are allowed only during weekdays, from 8:00 am – 6:00 pm.
- F. The contractor shall submit the Program of Work to NDC within ten (10) calendar days from receipt of Notice of Award. The period between Program of Work Updates is thirty (30) calendar days. The amount to be withheld for late submission of an Updated program of Work is One Hundred Thousand Pesos (PhP100,000.00) to be applied against the progress payments.
- G. The contractor shall install board-ups and signages as required.
- H. The contractor shall be responsible to restore any damage/s to NDC or any other properties incurred during work.
- I. The contractor shall maintain the cleanliness of the job site surroundings after undertaking the works.
- J. The contractor shall conduct a site inspection and monitoring in coordination with the NDC representative.
- K. The contractor shall provide all necessary accessories, usage of tools and equipment to complete the works.
- L. The contractor shall comply with the requirements of the Inter-Agency Task Force for the Management of Emerging Infectious Diseases (IATF-EID), Department of Health (DOH), Department of Public Works and Highways (DPWH) and other concerned government agencies concerned.
- M. The winning bidder shall post a performance security.

## **Performance Specification and Parameters**

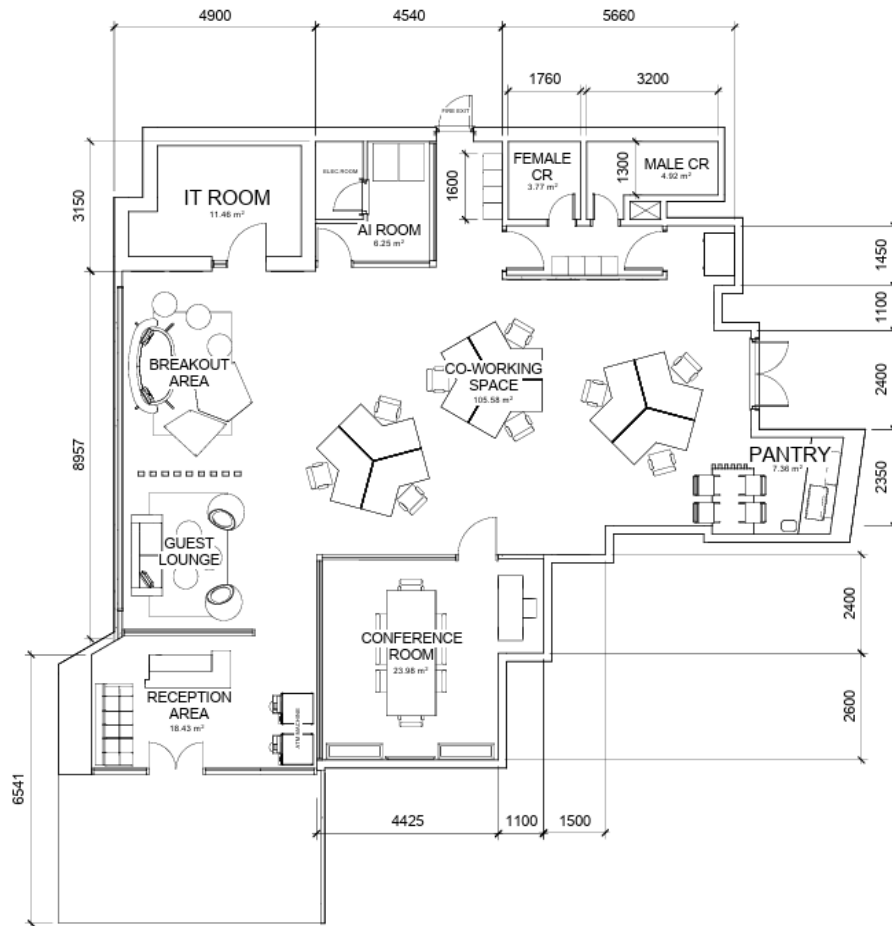
Please refer to the  
**Section VII: Drawings**  
**PHILIPPINE INNOVATION HUB**

## ***Section VII. Drawings***

*[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]*



## PHILIPPINE INNOVATION HUB



### Philippine Innovation Hub Floor Plan

Location : Ground Floor, NDC Building  
116 Tordesillas St., Salcedo Village, Makati City

## ***Section VIII. Bill of Quantities***

### **Notes on the Bill of Quantities**

#### **Objectives**

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

#### **Daywork Schedule**

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

#### **Provisional Sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

### **Signature Box**

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

PROJECT : SUPPLY OF LABOR AND MATERIALS FOR THE INTERIOR FIT-OUT RENOVATION OF THE PHILIPPINE INNOVATION HUB  
 AT THE GROUND FLOOR, NDC BUILDING  
 LOCATION : 116 Tordesillas St., Salcedo Village, Makati City  
 SUBJECT : BILL OF QUANTITIES  
 DURATION : Sixty (60) calendar days

SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL COST	SUBTOTAL
<b>A GENERAL REQUIREMENTS</b>					
A.1 Plans and Permits:					
A.1.1 Provide detailed engineering plans and drawings, and other documentary requirements necessary for the application of permits, as required	1	lot			
A.1.2 Building Permits - Secure necessary permits and clearances for the implementation of the project	1	lot			
A.1.3 Occupancy Permit	1	lot			
A.2 Barracks	1	lot			
<b>TOTAL FOR GENERAL REQUIREMENTS</b>					
<b>B CONSTRUCTION PHASE</b>					
B.1 Mobilization/Demobilization	1	lot			
B.2 Demolition works					
B.2.1 Demolition of existing drywall	1	lot			
B.2.2 Demolition of existing concrete wall	1	lot			
B.3 Masonry works					
B.3.1 Removal of existing floor and wall tiles	1	lot			
B.3.2 Floor concrete repair and leveling including concrete polishing	200	sq.m			
B.3.3 Renovation of comfort room, including the replacement of tiles and fixtures	9	sq.m			
B.4 Carpentry works					
B.4.1 Supply and Fabrication of Table for 3 Employees for co-working space area	3	sets			
B.4.2 Supply and Installation of 100mm thick Drywall with 12mm thick gypsum board	4	sq.m			
B.4.3 Supply and installation of 9mm Gypsum Board with Metal Furring	9	sq.m			
B.4.4 Supply and installation of Accent Wall Trellis	30	pcs			
B.5 Glass works					
B.5.1 Supply and Installation of Glass panel 12mm thk.	26	sq.m			
B.5.2 Supply and Installation of Painted Glass panel 12mm thk.	8	sq.m			
B.5.3 Supply and Installation of a frameless single swing glass door with accessories	3	sets			
B.5.4 Supply and Installation of a frameless double swing glass door with accessories	1	set			
B.6 Painting works					
B.6.1 Flat Roller Paint Finish for all ceiling areas	209	sq.m			
B.6.2 Semi-Gloss Paint Finish for all walls	280	sq.m			
B.6.3 Application of automotive paint for steel AHU door in and outside including steel door	1	lot			
B.6.4 Accent wall trellis	1	lot			
B.7 Plumbing works					
B.7.1 Replacement of existing sanitary pipes under the ceiling	1	lot			
B.7.2 Relocation of Pantry Lavatory including all necessary plumbing fixtures and roughing in	1	lot			

B.8 Electrical Works		
Supply and Installation of 200A 3pole Manual Transfer Switch and Connection of		
B.8.1 Electrical System to Emergency Generator set	1	lot
B.8.2 Supply and Installation of LED Lights including relocation of switches	1	lot
B.9 Signage		
B.9.1 Supply and Installation of Acrylic Signage for Philippine Innovation Hub	23	letters
B.9.2 Supply and Installation of Acrylic Logo for Philippine Innovation Hub	1	set
B.9.3 Supply and Installation of Acrylic Logo for National Development Company	1	set
B.10 Stickers		
B.10.1 Supply and Installation of Frosted Stickers for Glass panels	40	sq.m
B.11 Mechanical works		
B.11.1 Supply and Installation of Aircon Ducting	2	pcs
B.12 FDAS and FPS works:		
Supply and Installation of all necessary requirements of the project, based on the		
B.12.1 approved layout and design.	1	lot
B.13 Pantry		
B.13.1 Supply and Installation of Pantry Counter	1	lot
B.13.2 Supply and Installation of Pantry Cabinets	1	lot
<b>TOTAL FOR CONSTRUCTION PHASE</b>		
<b>Grand Total</b>		
<b>Say</b>	<b>1,900,000.00</b>	

PROJECT	: SUPPLY OF LABOR AND MATERIALS FOR THE INTERIOR FIT-OUT RENOVATION AT THE PHILIPPINE INNOVATION HUB OF THE GROUND FLOOR, NDC BUILDING										
LOCATION	: 116 Tordesillas St., Salcedo Village, Makati City										
SUBJECT	: PROJECT TIMELINE										
DURATION	: Sixty (60) calendar days										
ITEM NO.	SCOPE OF WORK	DURATION	Month 1				Month 2				
			1	2		3	4	5	6	7	8
I	Plans and Permits:	2 weeks			Building Permit Processing						
II	Construction Phase										
A	Mobilization	1 week									
B	Construction Stage	6 weeks									
C	Demobilization	2 weeks									
D	Occupancy Permit	2 weeks									

## ***Section IX. Bidding Forms***

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## **Bid Form for the Procurement of Infrastructure Projects** *[shall be submitted with the Bid]*

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### **BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>2</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

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<sup>2</sup> currently based on GPPB Resolution No. 09-2020

- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

PROJECT : PROCUREMENT FOR THE SUPPLY OF LABOR AND MATERIALS FOR THE INTERIOR FIT-OUT RENOVATION AT THE PHILIPPINE INNOVATION HUB OF THE GROUND FLOOR, NDC BUILDING

Annex A

LOCATION : 116 Tordesillas St., Salcedo Village, Makati City

SUBJECT : BILL OF QUANTITIES

DURATION : Sixty (60) calendar days

	SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL COST	SUBTOTAL
<b>A GENERAL REQUIREMENTS</b>						
A.1	Plans and Permits:					
	Provide detailed engineering plans and drawings, and other documentary requirements necessary for the application of permits, as required	1	lot	_____	_____	
A.1.1						
A.1.2	Building Permits - Secure necessary permits and clearances for the implementation of the project	1	lot	_____	_____	
A.1.3	Occupancy Permit	1	lot	_____	_____	
A.2	Barracks	1	lot	_____	_____	
<b>TOTAL FOR GENERAL REQUIREMENTS</b>						_____
<b>B CONSTRUCTION PHASE</b>						
B.1	Mobilization/Demobilization	1	lot	_____	_____	

B.2 Demolition works					
B.2.1	Demolition of existing drywall	1	lot	_____	_____
B.2.2	Demolition of existing concrete wall	1	lot	_____	_____
B.3 Masonry works					
B.3.1	Removal of existing floor and wall tiles	1	lot	_____	_____
B.3.2	Floor concrete repair and leveling including concrete polishing	200	sq.m	_____	_____
B.3.3	Renovation of comfort room, including the replacement of tiles and fixtures	9	sq.m	_____	_____
B.4 Carpentry works					
B.4.1	Supply and fabrication of table for 3 employees for co-working space area	3	sets	_____	_____
B.4.2	Supply and Installation of 100mm thick Drywall with 12mm thick gypsum board	4	sq.m	_____	_____
B.4.3	Supply and installation of 9mm Gypsum Board with Metal Furring	9	sq.m	_____	_____
B.4.4	Supply and installation of Accent Wall Trellis	30	pcs	_____	_____
B.5 Glass works					
B.5.1	Supply and Installation of Glass panel 12mm thk.	26	sq.m	_____	_____
B.5.2	Supply and Installation of Painted Glass panel 12mm thk.	8	sq.m	_____	_____
B.5.3	Supply and Installation of a frameless single swing glass door with accessories	3	sets	_____	_____
B.5.4	Supply and Installation of a frameless double swing glass door with accessories	1	set	_____	_____

B.6 Painting works					
Flat Roller Paint Finish for all					
B.6.1	ceiling areas	209	sq.m	_____	_____
Semi-Gloss Paint Finish for					
B.6.2	all walls	280	sq.m	_____	_____
Application of automotive					
paint for steel AHU door in					
and outside including steel					
B.6.3	door jamb	1	lot	_____	_____
B.6.4	Accent wall trellis	1	lot	_____	_____
B.7 Plumbing works					
Replacement of existing					
sanitary pipes under the					
B.7.1	ceiling	1	lot	_____	_____
Relocation of Pantry					
Lavatory including all					
necessary plumbing fixtures					
B.7.2	and roughing ins of pipes	1	lot	_____	_____
B.8 Electrical Works					
Supply and Installation of					
200A 3pole Manual Transfer					
Switch and Connection of					
Electrical System to					
B.8.1	Emergency Generator set	1	lot	_____	_____
Supply and Installation of					
LED Lights including					
B.8.2	relocation of switches	1	lot	_____	_____
B.9 Signage					
Supply and Installation of					
Acrylic Signage for Philippine					
B.9.1	Innovation Hub	23	letters	_____	_____
Supply and Installation of					
Acrylic Logo for Philippine					
B.9.2	Innovation Hub	1	set	_____	_____
Supply and Installation of					
Acrylic Logo for National					
B.9.3	Development Company	1	set	_____	_____

B.10	Stickers				
	Supply and Installation of Frosted Stickers for Glass panels	40	sq.m	_____	_____
B.11	Mechanical works				
B.11.1	Supply and Installation of Aircon Ducting	2	pcs	_____	_____
B.12	FDAS and FPS works:				
	Supply and Installation of all necessary requirements of the project, based on the approved layout and design.	1	lot	_____	_____
B.13	Pantry				
B.13.1	Supply and Installation of Pantry Counter	1	lot	_____	_____
B.13.2	Supply and Installation of Pantry Cabinets	1	lot	_____	_____
<b>Grand Total</b>					_____
<b>Say</b>					_____

\*Note: All amounts shall be VAT inclusive.

Submitted by : \_\_\_\_\_ Date: \_\_\_\_\_  
(Printed Name & Signature)  
Designation : \_\_\_\_\_

**UNIT PRICE ANALYSIS**

Item No.	Unit:
Description of Work:	Quantity:

A. MATERIALS						
No.	Description	Qty	Unit	Unit Price		Amount (PhP)
SUB TOTAL - A						
B. LABOR						
No.	Description	Qty	Unit	No. of Days	Unit Price	Amount
SUB TOTAL - B						
C. EQUIPMENT						
No.	Description	Qty	Unit	No. of Hours	Unit Price	Amount
SUB TOTAL - C						
D. TOTAL DIRECT COST (A+B+C)						
E. OVERHEAD, CONTINGENCIES AND MISCELLANEOUS (OCM)						
F. CONTRACTOR'S PROFIT (CP)						
G. VALUE ADDED TAX (VAT)						
TOTAL UNIT COST						

Submitted by:

\_\_\_\_\_  
(Printed Name & Signature)

\_\_\_\_\_  
(Date)

Project :

Location :

## Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

*[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

---

### CONTRACT AGREEMENT

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

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called "the Works") and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Philippine Bidding Documents (PBDs);
    - i. Drawings/Plans;
    - ii. Specifications;
    - iii. Bill of Quantities;
    - iv. General and Special Conditions of Contract;
    - v. Supplemental or Bid Bulletins, if any;
  - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**



3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

for:

for:

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

*[Format shall be based on the latest Rules on Notarial Practice]*

**Omnibus Sworn Statement (Revised)**  
*[shall be submitted with the Bid]*

---

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**AFFIDAVIT**

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

---

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION** **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

### **[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

**Statement of All Ongoing Government and Private Contracts Including Contracts Awarded But Not Yet Started, If Any, Whether Similar or Not in Nature and Complexity to the Contract to be Bid**

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of the Contract and Project Location	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Amount of Contract and Value of Outstanding Contract	a. Date of Contract b. Duration of the Contract c. Estimated Date of Completion	Bidder's Role		% of Accomplishment (based on latest % accomplishment report with a cut-off date of not earlier than October 2023)	
					Description	%	Planned	Actual
<b>Ongoing</b>								
<b>Contracts Awarded But Not Yet Started</b>								


Note: Bidder shall attach any of the following latest accomplishment report with a cut-off date of not earlier than October 2023, showing the percentages of planned and actual accomplishments:

- a. Statement of Work Accomplished showing the percentages of planned and actual accomplishments, or
- b. Updated Schedule Bar Chart with S-Curve, or
- c. Any similar report showing the percentages of planned and actual accomplishments of the project.

Said reports must be duly signed by the project owner or its representative. The absence of such document is a ground for disqualification of the Bidder.

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

## Statement of Single Largest Completed Contract (SLCC)

(Similar to the contract to be bid, within the last five (5) years from the date of submission and receipt of bids, the value of which must be at least fifty percent (50%) of the ABC)

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of the Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Amount of Contract	a. Date of Contract b. Duration of the Contract c. Date Completed	Bidder's Role		Total Contract Value at Completion
					Description	%	

Note: Attach a copy of the: 1) Notice of Award, Notice to Proceed, and/or official receipt(s) ; and 2) Certificate of Final Acceptance/Certificate of Satisfactory Completion. All the SLCC required documents should be issued by the client for the specified SLCC.

Submitted by : \_\_\_\_\_

(Printed Name & Signature)

Designation : \_\_\_\_\_

**Date**

:

\_\_\_\_\_

## ***Section X. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.



# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### Technical Documents

- ☐ (b) Statement of the prospective 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; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- ☐ (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- ☐ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** original copy of Notarized Bid Securing Declaration; **and**
- ☐ (f) Project Requirements, which shall include the following:
- ☐ a. Organizational chart for the contract to be bid;
- ☐ b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
- ☐ c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- ☐ (g) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- ☐ (h) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).

***Class “B” Documents***

- ☐ (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

- ☐ (j) Original of duly signed and accomplished Financial Bid Form; **and**

***Other documentary requirements under RA No. 9184***

- ☐ (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (l) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (m) Cash Flow by Quarter.

