



NATIONAL DEVELOPMENT COMPANY

**BIDDING DOCUMENTS
FOR THE PUBLIC BIDDING OF THE

PROCUREMENT FOR THE DESIGN,
AND FIT-OUT OF INTERIORS OF
THE PHILIPPINE INNOVATION
HUB BUILDING, MARIKINA
(2ND PUBLIC BIDDING)**

PROJECT REFERENCE NO:

MR24-10-135

APPROVED BUDGET FOR THE CONTRACT (ABC):

₱50,000,000.00

**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 ad measurements (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.

TABLE OF CONTENTS

GLOSSARY OF.....	5
TERMS, ABBREVIATIONS, AND ACRONYMS	5
SECTION I. INVITATION TO BID.....	8
SECTION II. INSTRUCTIONS TO BIDDERS	11
1. Scope of Bid.....	12
2. Funding Information	12
3. Bidding Requirements.....	12
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	12
5. Eligible Bidders.....	13
6. Origin of Associated Goods	13
7. Subcontracts	13
8. Pre-Bid Conference.....	14
9. Clarification and Amendment of Bidding Documents.....	14
10. Documents Comprising the Bid: Eligibility and Technical Components	14
11. Documents Comprising the Bid: Financial Component	15
12. Alternative Bids	15
13. Bid Prices	15
14. Bid and Payment Currencies	15
15. Bid Security.....	15
16. Sealing and Marking of Bids.....	16
17. Deadline for Submission of Bids	16
18. Opening and Preliminary Examination of Bids	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post Qualification.....	17
21. Signing of the Contract	17
SECTION III. BID DATA SHEET	18
SECTION IV. GENERAL CONDITIONS OF CONTRACT	24
1. Scope of Contract.....	25
2. Sectional Completion of Works	25
3. Possession of Site.....	25
4. The Contractor's Obligations	25
5. Performance Security	26

6.	Site Investigation Reports	26
7.	Warranty.....	26
8.	Liability of the Contractor.....	26
9.	Termination for Other Causes.....	26
10.	Dayworks	27
11.	Program of Work.....	27
12.	Instructions, Inspections and Audits	27
13.	Advance Payment.....	27
14.	Progress Payments	27
15.	Operating and Maintenance Manuals.....	28
SECTION V. SPECIAL CONDITIONS OF CONTRACT		29
SECTION VI. SPECIFICATIONS.....		32
SECTION VIII. BILL OF QUANTITIES		57
SECTION IX. BIDDING FORMS.....		66
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		76
Statement of Single Largest Completed Contract (SLCC).....		78
SECTION X. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS.....		79

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.

CIG - Competitiveness and Innovation Group

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 DESIGN AND FIT-OUT OF THE INTERIORS OF THE PHILIPPINE INNOVATION HUB BUILDING, MARIKINA (2nd PUBLIC BIDDING)

1. The National Development Company (NDC) through the Department of Trade and Industry - Competitiveness and Innovation Group 2024 Budget intends to apply the sum of **Fifty Million Pesos (P 50,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the Contract for **Procurement for the Design and Fit-Out of the Interiors of the Philippine Innovation Hub Building, Marikina (2nd Public Bidding) Project Reference No. MR24-10-135**. 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 ***one hundred twenty (120) calendar days from the receipt of the Notice to Proceed (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 7th Floor, NDC Building 116 Tordesillas St., Salcedo Village, Makati City between 8:00 am to 5:00 pm from February 21- March 11, 2025 until 8:00 to 9 :00 am on March 12, 2025.
5. A complete set of Bidding Documents may be acquired by interested bidders from February 21-March 11, 2025 8:00 am to 5:00 pm, 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 Twenty-Five Thousand Pesos (P25,000.00) to the NDC Cashier located at the 7th 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 Conference¹ on February 28, 2025, at 2:00 pm** via Zoom application which shall be open to prospective bidders.

Meeting ID: 976 6990 7601
Passcode: 016488

¹ 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.

7. Bids must be duly received by the BAC Secretariat through manual **submission** at the 7th Floor NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City, prior to dropping their bids, on or before **10:00 am on March 12, 2025** (7th 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 **March 12, 2025, at 11:00 am at ABB Hall Penthouse, 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. 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.
11. For further information, please refer to:

Johnierey A. Cueto

Head, BAC Secretariat

National Development Company

7th 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 or ndcbacsecretariat@gmail.com

Fax No.: (02) 8840-4862

12. You may visit the following websites:

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

February 21, 2025

(originally signed)

AGM ALEWIJN AIDAN K. ONG

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 Design and Fit-out of the Interiors of the Philippine Innovation Hub Building, Marikina (2nd Public Bidding)** with Project Reference Number **MR24-10-135**.

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 **2024** in the amount of **Fifty Million Pesos (P 50,000,000.00)**.

2.2. The source of funding is:

Department of Trade and Industry (DTI) - Competitiveness and Innovation Group (CIG) 2024 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 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 criteria 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 **February 28, 2025, 2:00 pm**, 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:*
 - a. Philippine Pesos.

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 **July 10, 2025**. 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	
1	The Procuring Entity, National Development Company wishes to receive Bids for the Procurement for the Design and Fit-out of the Interiors of the Philippine Innovation Hub Building, Marikina (2 nd Public Bidding) with MR No. 24-10-135.
2.1	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the Department of Trade and Industry (DTI) - Competitiveness and Innovation Group (CIG) 2024 Budget in the amount of Fifty Million Pesos (P 50,000,000.00).</p>
4.0	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.
5.1	<i>No further instructions.</i>
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <ul style="list-style-type: none"> a. Interior Design, Fit-out/Construction Works and Furnishing related to fit-out, furniture and cabinetry. b. Completed within the past five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<p>a. Subcontracting is allowed. The portions of the Project and the maximum percentage allowed to be subcontracted are indicated in the BDS, which shall not exceed fifty percent (50%) of the contracted Works.</p> <p>The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria 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.</p>
8.0	<p>The Procuring Entity will hold a pre-bid conference for this Project on February 28, 2025, at 2:00 pm, through Zoom video conferencing/webcasting.</p> <p>Meeting ID: 976 6990 7601 Passcode: 016488</p>
10.1	<p>In the submission of bids, the first envelope (Technical Proposal) shall contain all the required documents for infrastructure projects under Section 25.2(b) of the IRR of R.A 9184 and the following additional documents:</p> <ul style="list-style-type: none"> i. Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring entity; ii. Design and construction methods; iii. List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data; and

	<p>iv. Value engineering analysis of design and construction method.</p> <p>The second envelope (Financial Proposal) shall contain all the required documents for infrastructure projects under Section 25.3 of the IRR of R.A 9184 and the following additional documents:</p> <p>i. Lump sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid Form;</p> <p>ii. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid; and</p> <p>iii. Cash flow by the quarter and payments schedule.</p>															
10.3	Bidders must have a Philippine Contractors Accreditation Board (PCAB) License, Classification of General Building - 1 at least Category B with Size Range of Medium A.															
10.4	The key personnel must meet the required minimum years of experience set below:															
	<table><tr><th><u>Key Personnel</u> (no. of personnel)</th><th>Minimum Qualification</th><th>Responsibility</th></tr><tr><td>1. Project Manager/ Interior Designer (ID) (1)</td><td>Minimum of 5 years work experience; Licensed ID or Licensed Contractor</td><td>In-charge of project management with technical experience in Interior design, procurement of furniture/ building, installing and commissioning similar systems.</td></tr><tr><td>2. Assistant Project Manager/ Interior Designer (ID) (1)</td><td>Minimum of 4 years work experience; Licensed ID or Licensed Contractor</td><td>In charge of design, supply, and installation with experience in installing furniture, fixtures, and fit-outs for similar projects.</td></tr><tr><td>3. Resident Engineer (1)</td><td>Minimum of 4 years work experience; Licensed Civil Engineer</td><td>In charge of project management, with technical experience in the installation and commissioning of similar systems.</td></tr><tr><td>4. QA/QC Engineer/ Architect (1)</td><td>Minimum of 4 Years work experience; Licensed Engineer/ Licensed Architect</td><td>In charge of Inspection of materials and quality of work, ensuring that installation adheres to approved design.</td></tr></table>	<u>Key Personnel</u> (no. of personnel)	Minimum Qualification	Responsibility	1. Project Manager/ Interior Designer (ID) (1)	Minimum of 5 years work experience; Licensed ID or Licensed Contractor	In-charge of project management with technical experience in Interior design, procurement of furniture/ building, installing and commissioning similar systems.	2. Assistant Project Manager/ Interior Designer (ID) (1)	Minimum of 4 years work experience; Licensed ID or Licensed Contractor	In charge of design, supply, and installation with experience in installing furniture, fixtures, and fit-outs for similar projects.	3. Resident Engineer (1)	Minimum of 4 years work experience; Licensed Civil Engineer	In charge of project management, with technical experience in the installation and commissioning of similar systems.	4. QA/QC Engineer/ Architect (1)	Minimum of 4 Years work experience; Licensed Engineer/ Licensed Architect	In charge of Inspection of materials and quality of work, ensuring that installation adheres to approved design.
<u>Key Personnel</u> (no. of personnel)	Minimum Qualification	Responsibility														
1. Project Manager/ Interior Designer (ID) (1)	Minimum of 5 years work experience; Licensed ID or Licensed Contractor	In-charge of project management with technical experience in Interior design, procurement of furniture/ building, installing and commissioning similar systems.														
2. Assistant Project Manager/ Interior Designer (ID) (1)	Minimum of 4 years work experience; Licensed ID or Licensed Contractor	In charge of design, supply, and installation with experience in installing furniture, fixtures, and fit-outs for similar projects.														
3. Resident Engineer (1)	Minimum of 4 years work experience; Licensed Civil Engineer	In charge of project management, with technical experience in the installation and commissioning of similar systems.														
4. QA/QC Engineer/ Architect (1)	Minimum of 4 Years work experience; Licensed Engineer/ Licensed Architect	In charge of Inspection of materials and quality of work, ensuring that installation adheres to approved design.														

	5. CAD Operator (1)	Minimum of 3 Years work experience; Certified CAD Operator/ Draftsman	To prepare shop drawings and as-built plans for all systems.	
	6. Safety Officer (1)	Minimum of 2 Years work experience; Certified Safety Officer II	To ensure compliance with safety regulations and promote a culture of safety within the workplace.	
	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	Bidders must comply with the minimum equipment requirements listed below:			
	ITEM	DESCRIPTION	QTY	UNIT
	1. HEAVY EQUIPMENT			
	1.1	Standard Backhoe	1	unit
	1.2	Mini Backhoe	1	unit
	1.3	Genie Lift/Scissors Lift	1	unit
	1.4	Auxiliary Van (L300)	1	unit
	1.5	14-Wheeler Truck	1	unit
	1.6	4-Wheel Sedan	1	unit
	1.7	4-Wheel Pick-up	1	unit
	2. CONSTRUCTION EQUIPMENT			
	2.1	Hilti Gun	1	lot
	2.2	Nailer	1	lot
	2.3	Grinder	1	lot
	2.4	Welding Machine	1	lot
	2.5	Impact Drill	1	lot
	2.6	Hammer Drill	1	lot
	2.7	Laser Leveler	1	lot
	2.8	Chain Block	1	lot

	2.9	Table Saw	1	unit
	2.10	Portable Edge Band Machine	1	unit
	2.11	Mitre Saw	1	lot
	2.12	Drill Press	1	lot
	3. CNC MACHINE			
	3.1	CNC Machine (Router)	1	unit
	3.2	CNC Machine (Laser Type)	6	unit
	3.3	CNC Laser Engraver	1	unit
	3.4	2HP Compressor	1	lot
	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.			
11.2	Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.			
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 <i>One Million (P 1,000,000.00) or two percent (2%) of ABC</i>, 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 <i>Two Million Five Hundred Thousand Pesos (2,500,000.00) or five percent (5%) of ABC</i>, if bid security is in Surety Bond.</p>			
16	<p>Each bidder shall submit one (1) Original or Certified True Copy and two (2) copies of the first and second components of its bid.</p> <p>The original copy of the documents which cannot be submitted should be stamped and signed as "Certified True Copy of the Original" by the duly authorized representative of the bidder.</p>			
19.2	Partial bids are not allowed.			
20	<p>A. Within a non-extendable <u>period of five (5) calendar days</u> 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>1. Documents listed in "Annex A" of the Certificate of PhilGEPS registration;</p>			

	<p>2. Latest Income Tax and VAT returns within the last six (6) months from the date of bid including proof of payments made through the BIR Electronic Filing and Payments System (eFPS).</p> <p>B. Certified True Copy (CTC) signed by the BIR with documentary stamps of Item A.2 above to be submitted within seven (7) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB.</p> <p>C. Philippine Contractors Accreditation Board (PCAB) License Classification of General Building - 1 at least Category B with Size Range of Medium A.</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 documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.</p>
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 Intended Completion Date is set to be 120 calendar days 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 the 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 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.</p> <p>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.</p>
6	<p>Conduct of site investigation/inspection of the Philippine Innovation Hub - Marikina Building, 36 Russet Street, SSS Village, Marikina City as part of the Project's requirements.</p> <p>Conduct of site inspection is to be specified during the Pre-Bid Conference through Bid Bulletin.</p> <p>Bidders shall secure a Certificate of Site Inspection to form part of their bidding documents. Bidders may contact <u>Jerahmeel Chen</u> through email innovation@ndc.gov.ph or telephone number 8840-4838 to 47 local (280) 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-</i></p>

	<p><i>permanent structures:] Five (5) years.</i></p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:] Two (2) years.</i></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 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	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 ten percent (10%) of the Monthly Progress Billing.
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 may be included for payment, on a case-to-case basis.
15.1	"As-Built" drawings, operating and maintenance manuals, if necessary, 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.

Term Sheet

PROJECT TITLE	PROCUREMENT FOR THE DESIGN AND FIT-OUT OF THE INTERIORS OF THE PHILIPPINE INNOVATION HUB BUILDING, MARIKINA
LOCATION	36 Russet Street, SSS Village, Marikina City
FLOOR AREA	Five (5) storey building, with approximately 900 square meters per floor, more or less
APPROVED BUDGET FOR THE CONTRACT	P50,000,000.00 (Fifty Million Pesos Only)
FUNDING SOURCE	2024 – 2024 General Appropriations Act (GAA)
PROJECT DURATION	120 days
PROJECT DESCRIPTION	The Department of Trade and Industry (DTI), in partnership with the National Development Company (NDC), is set to launch the Philippine Innovation Hub – Marikina Enterprise Scale Up Hub (MESH) project. The hub will serve as a groundbreaking platform where startups, as well as micro, small, and medium enterprises (MSMEs) can engage in innovative programs and activities. This initiative aims to create a dynamic innovation facility designed to also foster the growth of the footwear sector and other creative industries. By providing a dedicated space and programs, the project seeks to support and advance the entrepreneurial efforts of these smaller businesses, helping them to thrive and drive innovation within their respective fields.
MAJOR COMPONENTS OF THE PROJECT	Interior Architectural Design Bill of Quantities (BOQ)
MODE OF PROCUREMENT AND AWARDING	Design, supply, and installation in accordance to Republic Act 9184 and its Implementing Rules and Regulations as revised

Chapter 1: Project Description

I. BACKGROUND

Pursuant to Republic Act (R.A.) No. 11337, R.A. No. 11904, and Presidential Decree No. 1648, the National Development Company (NDC) and the Department of Trade and Industry (DTI) recognize that they possess aligned goals, mandates, and objectives related to the advancement of economic development, growth, and global competitiveness within the Philippine innovation landscape, startup ecosystem, and creative industries.

To facilitate the implementation of the project, the building facility is located at the DTI-owned parcel of land which was donated by the City Government of Marikina. The purpose of the donation is to create a technological and development center that will act as a cornerstone for driving innovation within the region. For its part, the Department of Trade and Industry has designated the City of Marikina as the location for the innovation center due to its rich history in footwear manufacturing and strategic position in the creative industries of the Philippines including its continuous efforts to enhance and modernize the value/supply chain.

The NDC, home of the Philippine Innovation Hub (iHub) and the Startup Venture Fund (SVF), has been designated to develop the roadmap and oversee the completion of the facilities and conceptualize and execute programs to provide non-fiscal support to both startups and MSMEs. Furthermore, NDC shall leverage its expertise in asset management to operate and maintain the upkeep of the innovation hub. Through these efforts, the NDC will assure that the project not only supports the startup ecosystem but also contributes to the broader objectives of an inclusive economy and national development.

In response to the evolving needs of the Philippine startup ecosystem, the iHub intends to establish programs aimed specifically at grassroots industries. One of its banner programs is the **Marikina Enterprise Scale-Up Hub (MESH)**. This initiative is anchored on designing **incubation programs** that will enhance and elevate innovation and foster sustainable economic growth through a vibrant startup ecosystem. Being home to the SVF, the **iHub Programs** are focused on the **accelerators** in the startup ecosystem. iHub Programs aim to create a comprehensive model for supporting entrepreneurs, encouraging collaboration, and promoting innovation across industries, to ensure business sustainability as well as equip them to enter the global arena.

The iHub-MESH Project will be housed in the Philippine Innovation Hub-Marikina building, a five (5) storey building with specialized area appointments designed to drive experimentation, ideation, co-creation, and

the commercialization of innovative concepts. Areas dedicated for multimedia production, workshops, and materials library are also featured. In addition, the Philippine Innovation Hub- Marikina building has allotted special facilities for special events, presentations, business meetings, conferences, as well as training facilities. The facility has also identified a space dedicated to house the various government agencies which will support the startup community for all government licenses and compliance. The iHub-MESH Project will offer an array of crucial services and resources tailored to support startups at every stage of growth. In addition, the project also provides access to platforms for digital commerce, and advanced research centers for emerging technologies like artificial intelligence.

The iHub-MESH Project will also provide a comprehensive environment offering not just physical infrastructure like co-working spaces and laboratories, but also strategic mentorship, industry-specific support, and direct connections to global markets. The facility will enable its community to test and refine their ideas in a controlled setting while benefiting from government incentives and innovation-driven collaborations across sectors. This holistic support system aims to cultivate a new generation of high-growth, high-impact enterprises, positioning them to thrive in the competitive global market.

By fostering a robust innovation ecosystem, the iHub-MESH Project aims to seed 100 new companies, support the growth of startups to reach Series A and Series B funding stages, and eventually produce the Philippines' next unicorns. With a strong emphasis on public-private collaboration, corporate innovation, and intellectual property protection, the MESH will be a critical engine for economic growth, enhancing the country's competitiveness on a global scale.

II. OBJECTIVE

To establish a hub that will serve as a groundbreaking platform where startups and MSMEs can engage in innovative programs and activities.

To facilitate the alignment of key stakeholders, including government agencies, private sector partners, investors, and the academia to foster collaboration and ensure that the MESH functions as the nexus of the startup ecosystem.

To enable the integration of scalable services such as, but not limited to, founder support development, validation activities, among other, and resources within the incubation programs, including capacity-building initiatives, mentorship, and technology platforms.

To provide a dynamic innovation facility conducive for the growth of the footwear industry as well as other creative industries.

To support and advance the entrepreneurial efforts of small businesses to help them thrive in a highly competitive landscape and drive innovation within their respective space.

To align manpower resources with the Gender and Development (GAD) Program of NDC, ensuring the integration of gender-sensitive policies and practices to promote inclusivity in all aspects of workforce management.

III. CONCEPTUAL DESIGN PRINCIPLES

The interior architecture of the project shall subscribe to the general principle of functional innovative workspaces to spur creativity, imagination, problem solving, sharing of best practices, and flexibility in shared spaces whether to garner privacy or public discussions among peers. The project shall house co-working spaces, auditorium, conference rooms, coffee bars, materials library, multimedia rooms, pantries, and various office areas that are best described as state-of-the-art, playful, inspiring and fun.

The National Development Company has provided the following Annexes to provide information of how the building will be delivered by the contractor, as well what is required of each appointed space. However, these annexes shall only serve as reference. The winning bidder shall be responsible for ascertaining the accuracy and applicability of all data, and all designs submitted will adhere to verified data.

Annexes provided:

Annex A: Summary of Areas

Annex B: Floor plans with elevation

Annex C: Perspective

Annex D: Space Requirements

Annex E: Cabling and Roughing

Annex F: Equipment/Supplies Master list

Annex G: List of Equipment

IV. SCOPE OF THE PROJECT

The National Development Company has prepared and identified the following components for the primary scope of work. However, this does not limit the winning bidder's ability to propose modifications, including the introduction, removal, or alteration of these components for so long as these changes contribute to the overall attainment of the projects objectives, changes are approved by the NDC, and finally, said changes adhere to the

constraints of the approved budget cost (ABC) of the project.

A. Pre-Design Phase

- a. On-Site Inspection
 - Conduct a thorough assessment of the building's current condition and existing fixtures, including a review of structural plans and identification of potential areas for improvement.
- b. Documentation of Challenges
 - Identify and document any challenges or limitations that may impact the design or implementation phases, including constraints related to space, lighting, ventilation, or existing infrastructure.
- c. Design Schemes Presentation
 - Present a minimum of three design schemes with rendered views for all five floors, incorporating:
 - o **Functionality and Flexibility:** Designs that allow for multipurpose use of spaces.
 - o **Environmental Sustainability:** Emphasis on natural lighting, energy sufficient, and the use of green building materials.
 - o **Health and Safety Compliance:** Ensuring adherence to applicable building codes and safety regulations.
 - o **Furniture and Fixtures Samples:** Provide physical samples or catalog visuals of proposed items that align with sustainable and functional goals.
 - o **Program of Works and Gantt Chart:** Develop a detailed outline of activities, timelines, and milestones.
 - o **Drawings and Plans:** Ensure all documents are consistent with industry standards and formatted in A1 size, with supporting visuals scaled to A3 or A4.
- d. Detailed Unit Price Analysis (DUPA)
 - Submit an initial Detailed Unit Price Analysis (DUPA) that breaks down costs for each item or service required for the project.

B. Design and Implementation Phase

- a. Interior Design Works
 - Provide detailed shop drawings signed by a licensed interior designer, adhering to the approved design scheme, subject to NDC review.
 - Submit material samples, technical specifications, and product catalogs for all fixtures and furniture to be installed.
 - Ensure that recommended materials, furniture, and fixtures align with green building principles, including:
 - o Use of eco-friendly, non-toxic materials (e.g., low-VOC paints, sustainably sourced wood, energy-efficient

- lighting).
 - o Maximizing the use of natural light and ventilation to reduce reliance on artificial lighting and HVAC systems.
 - o Incorporation of modular and flexible furniture to facilitate space reconfiguration, minimizing the need for frequent renovations.
- b. Project Supervision and Quality Control
- Assign qualified personnel to oversee the delivery and installation of all fixtures and furniture, ensuring compliance with the approved design.
 - Conduct regular inspections and quality checks to ensure that all materials meet the specifications outlined in the TOR and that work progresses according to the agreed schedule.
 - Maintain strict adherence to safety standards, ensuring all workers are equipped with necessary protective gear and that the work environment complies with Occupational Safety and Health (OSH) standards.
- c. Sustainability and Green Building Practices
- Integrate renewable energy systems where feasible, such as solar panels for common areas or energy-efficient lighting solutions.
 - Implement a waste reduction and recycling plan to minimize construction waste, ensuring responsible disposal or recycling of materials. This includes reusing materials and reducing packaging waste during installation.
 - Utilize smart energy management systems, where applicable, such as motion-activated lighting and energy-efficient HVAC systems, to reduce energy consumption and operational costs over time.

C. Furniture and Fixtures

- a. Submission of Samples
- Submit samples and pictures of all proposed furniture and fixtures for NDC review and approval, ensuring all items are ergonomically designed and made from sustainable materials that comply with environmental standards.
- b. Selection Criteria
- Select furniture based on durability, functionality, and ease of maintenance, ensuring low lifecycle costs and minimal environmental impact.

D. Engineering Documents and Deliverables

- a. Final Bill of Quantities (BOQ)
- Provide an accurate and detailed Bill of Quantities (BOQ) for

all materials and resources required for the project.

- b. Final Detailed Unit Price Analysis (DUPA)
 - Deliver an approved Detailed Unit Price Analysis (DUPA) that breaks down costs for each item or service required for the project.
- c. Project Timeline
 - Outline a comprehensive schedule with key milestones and deliverables, including dates for inspections, approvals, and project completion.
- d. Performance Specifications
 - Detail the requirements that all materials, finishes, and furniture must meet in alignment with the project's sustainability goals.

E. Delivery

- a. Fit-out Completion
 - Ensure that all fit-outs are completed according to the approved design specifications.
- b. Provision of Equipment
 - Deliver all equipment, furniture, fixtures, accessories, and other finishes as approved in the design.

The viability of the proposed scope of works is contingent upon several factors; one of which, is that all modifications introduced must remain within the constraints of the approved budget cost (ABC) to ensure the project's financial feasibility. All bidders are expected to perform a thorough ocular inspection, to survey and verify actual site condition for the needed details required in the implementation of the project. Furthermore, bidders are enjoined to install board-ups or enclosures, safety nets, riggings, and the like, as may be applicable. Adherence to local government regulations and environmental standards is essential for compliance and to mitigate any/all risks. Finally, engaging with stakeholders to gather feedback throughout the design and construction phases will promote project acceptance and contribute to its overall viability.

F. Program and Activities Outline

PHASES	DESCRIPTION	DURATION	OUTPUT
Phase 1: Pre-Design Phase	<p>Conduct an on-site inspection to assess the current state of the building and its existing fixtures. This will include a review of the structural plans and identification of areas for improvement.</p> <p>Identify and document any challenges or limitations that could impact the design or implementation phases. This may include constraints related to space, lighting, ventilation, or existing infrastructure.</p>	14 days	<p>Present a minimum of three design schemes with rendered views, covering all five floors and the various work areas.</p> <p>Provide an initial Detailed Unit Price Analysis (DUPA) – A breakdown of costs for each item or service required for the project.</p>
Phase 2: Design and Implementation Phase	<p>Interior Design Works</p> <p>Create an Interior Design Work Portfolio based on the requirements indicated in the Annex, and must adhere to the other requirements of energy saving, sustainable and green building practices;</p>	14 days	<p>The Interior Design Firm/Relevant Firm will provide detailed shop drawings duly signed by a licensed interior designer. These drawings must adhere to the approved design scheme and will be subject to NDC's review and approval.</p> <p>Submit material samples, technical specifications, and product catalogs for all fixtures and furniture to be installed. To be presented to Mancom.</p>

<p>Phase 3:</p> <p>Engineering Documents and Deliverables</p>	<p>Create Bill of Quantities (BOQ) – An accurate and detailed list of all materials and resources required for the project, as approved by NDC</p> <p>Create the final Detailed Unit Price Analysis (DUPA) – A breakdown of costs for each item or service required for the project, as approved by NDC</p>	14 days	<p>Submit Bill of Quantities (BOQ) – An accurate and detailed list of all materials and resources required for the project.</p> <p>Submit the final Detailed Unit Price Analysis (DUPA) – A breakdown of costs for each item or service required for the project.</p>
<p>Phase 4:</p> <p>Furniture and Fixtures</p>	<p>Collate and generate samples and pictures of all proposed furniture and fixtures for NDC's review and approval.</p>	30 days	<p>Submit samples and pictures of all proposed furniture and fixtures for NDC's review and approval.</p>
<p>Phase 5:</p> <p>Delivery of fit-outs and procurement as approved in the Detailed Unit Price Analysis (DUPA)</p>	<p>Develop and construct all fit-outs according to the approved design</p> <p>All equipment, furniture, fixtures, accessories, and all other finishes, as approved in the design</p>	48 days	<p>Install all fit outs, based on the approved design</p> <p>Deliver all equipment, furniture, fixtures, and accessories, based on the approved design</p>

**** The specified duration of the project may be subject to potential alterations or adjustments based on project progress and specific requirements.***

V. PROJECT BREAKDOWN AND TERMS OF PAYMENT

The approved budget for the contract is **FIFTY MILLION PESOS ONLY (₱50,000,000.00), inclusive of all applicable taxes.**

No.	Particulars	% of Contract Price	Contract Price	Cumulative % of Work Accomplished
1	<p>Completion of Pre-Design Phase</p> <p>Site inspection Report</p> <p>Develop Initial Design Concepts and present 3 design concepts/studies for all areas</p> <p>All drawings shall be presented in A1 format and reports in A3 / A4 prints</p> <p>Submit initial Detailed Unit Price Analysis (DUPA)</p> <p>Detailed Program of Works & Gantt Chart</p>	5%	Php 2,500,000.00	5%
2	<p>Completion of Design Phase</p> <p>Completion and approval of final interior design 3D rendered perspectives, & schematics</p> <p>Detailed shop drawings for all approved furniture & fixtures</p> <p>Approval of materials, finishes, & other design elements</p>	5%	Php 2,500,000.00	10%

3	<p>Completion and approval of Bill of Quantities (BOQ) – An accurate and detailed list of all materials and resources required for the project.</p> <p>Completion and approval of Detailed Unit Price Analysis (DUPA) – A breakdown of costs for each item or service required for the project.</p>	5%	Php 2,500,000.00	15%
4	<p>Delivery of furniture, fixtures and fit-outs</p> <p>*** Progress billing based on verified delivery</p>	70%	Php 35,000,000.00	85%
5	<p>Final Payment (Project Closeout)</p> <p>Final Inspection, Acceptance, and Submission of Completion Report</p> <p>Acceptance of all works by NDC</p> <p>Delivery of all warranty documents of all equipment, furniture, and fit-outs; Operating and maintenance manual; and As-built drawings</p> <p>Issuance of the Certificate of Completion by the NDC</p>	15%	Php 7,500,000.00	100%
TOTAL CONTRACT PRICE (VAT inclusive)			Php 50,000,000.00	100%

***NOTE 1:** UPON REQUEST, ADVANCE PAYMENT UP TO 15% MAY BE GIVEN SUBJECT TO APPROVED DOCUMENTATION. THIS WILL BE DEDUCTED PER BILLING ON A PRO RATA BASIS*

***NOTE 2:** 10% RETENTION RATE TO BE WITHHELD PER PROGRESS ON PRO RATA BASIS*
RELEASE MAY BE POSSIBLE SUBJECT TO RA 9184

The specified duration of the project may be subject to potential alterations or adjustments based on project progress and specific requirements.

VI. PROJECT DESCRIPTION AND LOCATION

The Philippine Innovation Hub – Marikina Enterprise Scale Up Hub (MESH) facility is a five (5) storey building, with approximately 900 sqm per floor. The building is located on a parcel of land measuring 1,200 square meters at 36 Russet Street, SSS Village, Marikina City.

Marikina City has historically been known for the country's footwear industry and it is currently pivoting into the creatives industry to help upgrade the value chain – from sourcing raw materials and production to distribution and marketing of finished goods. Moreover, the city aims to harness Filipino creativity as a key driver of economic growth through the development of a robust and all-inclusive creative ecosystem in the Philippines.

During the design stage, the bidder will be responsible for preparing and submitting design plans that comply with the design parameters and specification outlined in this Terms of Reference (TOR). The supply and installation stage will commence only after the winning bidder has secured the approval of the design from the NDC including all necessary permits and clearances.

VII. DESIGN PARAMETERS

1. General Design Requirements

The design must adhere to all relevant national building codes and local regulations, ensuring compliance with safety and accessibility standards. All materials and finishes should be selected based on their safety, sustainability, and durability characteristics. The design should promote inclusivity, providing accessibility for all users.

2. Functional Spaces

The layout should include flexible workspaces that can adapt to individual and collaborative tasks, fostering a dynamic working environment. Soundproof meeting rooms equipped with audio-visual facilities must be incorporated to support various functions. Common areas should be inviting

and designed to encourage networking and informal interactions among users. Additionally, dedicated incubation spaces for startups, including co-working areas and laboratories, should be included to stimulate innovation.

3. Sustainability

The design must integrate energy-efficient systems, including lighting and HVAC, as well as sustainable materials to reduce environmental impact. Water conservation measures, such as low-flow fixtures and rainwater harvesting systems, should be implemented. The use of natural lighting and ventilation will be encouraged to enhance comfort while minimizing energy consumption.

4. Aesthetic Considerations

The overall design should reflect a modern and innovative aesthetic that aligns with the vision of the hub. Color schemes and materials should be chosen to promote creativity and productivity among users. Local cultural elements should be integrated into the design to celebrate the region's heritage and identity.

5. Safety and Security

Compliance with fire safety regulations is paramount, ensuring adequate exits and fire suppression systems are in place. The design should feature secure entry points with access control measures for sensitive areas. Additionally, the incorporation of CCTV and other security systems will be necessary to maintain the safety of all users.

6. Technology Integration

The facility must be equipped with high-speed internet connectivity and robust IT infrastructure throughout. Meeting rooms and common areas should be outfitted with the necessary technological tools for presentations and collaborative work. Charging stations for devices should be strategically placed to ensure convenience for users.

7. Landscaping

Outdoor areas should be designed to enhance the facility's aesthetic appeal and provide recreational spaces for users. Native plant species should be utilized to minimize maintenance needs and water consumption. Pathways and seating areas should be created to encourage outdoor engagement and foster community interaction.

8. Compliance and Approval

All design plans must be prepared and submitted for review and approval by the relevant authorities. It is imperative that all necessary permits and clearances are obtained before the construction phase commences, ensuring adherence to regulatory requirements.

VIII. PERFORMANCE STANDARDS

1. Construction Quality

All materials and workmanship shall comply with relevant national and local building codes and standards. Regular quality control inspections will be implemented to ensure that all aspects of the construction process adhere to the specified requirements. Furthermore, it is essential that all finishes meet durability and maintenance standards to ensure the long-term functionality of the facility.

2. Safety Standards

In adherence to occupational health and safety regulations, all construction and operational activities will implement rigorous safety protocols. Training programs will be conducted for all personnel on-site to minimize the risk of accidents and injuries. Additionally, emergency procedures will be established, communicated, and practiced to ensure preparedness in the event of any incidents.

3. Timeliness

The project shall adhere to a strict timeline, with clearly defined milestones for each phase of design and construction. A project management system will be employed to monitor progress continuously and to proactively address any potential delays. In the event of unforeseen delays, prompt notification to relevant stakeholders, accompanied by proposed corrective actions, will be mandatory.

4. Sustainability

The project aims to achieve energy efficiency ratings in compliance with national standards, thereby reducing operational costs and environmental impact. Sustainable building practices, including waste reduction and recycling during construction, will be integral to the project. Furthermore, systems will be established to monitor and report energy and water usage, promoting ongoing improvements in sustainability efforts.

5. User Satisfaction

To ensure user satisfaction, post-occupancy surveys will be conducted to assess feedback on design, functionality, and amenities. All feedback will be addressed promptly, and necessary improvements will be implemented to enhance the overall user experience. Additionally, adequate training and resources will be provided to maximize the functionality of spaces and technology within the hub.

6. Technology Performance

All installed technology and systems, such as HVAC, lighting, and IT infrastructure, must function efficiently and effectively. A maintenance and update system will be established to ensure optimal performance of all technological components. User manuals and support resources will be made available for all technological installations to facilitate ease of use.

7. Maintenance Standards

A comprehensive maintenance plan will be developed for the facility, incorporating regular inspections and preventive maintenance schedules. Prompt response times for maintenance requests will be prioritized to minimize disruptions to users. Maintaining cleanliness and hygiene standards in all areas of the facility is critical to fostering a healthy environment.

8. Compliance and Reporting

Regular reporting on compliance with performance standards will be mandatory for relevant stakeholders. Detailed records of inspections, maintenance, and any incidents will be maintained for transparency and accountability. Performance evaluations will be submitted at designated intervals to ensure ongoing adherence to established standards.

Chapter 2: Project Design, Terms and Conditions

I. OTHER TERMS AND CONDITIONS

Duration of Work

The project's duration is set to be 120 calendar days from the receipt of the Notice to Proceed (NTP). This period includes all phases of the project, from initial site inspection through to final completion. The Interior Design Firm/Relevant Firm will submit for approval a Gantt Chart detailing a timeline covering all project phases with specific milestones and deliverables

Project Flexibility and Extensions:

- **Project Delays:** Any potential delays due to unforeseen circumstances or external factors should be communicated promptly to NDC.
- **Extension Requests:** If the project requires an extension beyond the initial 120 days, a formal request with justification must be submitted to NDC for review and approval.

Warranty and Support

The Interior Design Firm/Relevant Firm shall provide warranty and support in accordance with Section 62 of Republic Act No. 9184, Article 1723 of the Civil Code of the Philippines, and other relevant regulations.

A. Warranty Period

a. General Warranty

- The Interior Design Firm/Relevant Firm shall provide a comprehensive warranty covering all aspects of the design, fit-out, and installation work for a minimum period of one (1) year from the date of project completion and acceptance by NDC, as stipulated under Section 62 of R.A. 9184.
- The warranty shall cover defects in workmanship, materials, and installation, including any issues arising from non-compliance with the approved design or quality standards.

b. Specific Warranties:

- **Furniture and Fixtures:** A minimum warranty period of one (1) year for all furniture and fixtures against manufacturing defects and functional failures.
- **Materials:** Warranties for specific materials shall be provided as per the manufacturer's guidelines, with documentation submitted to NDC.

B. Warranty Coverage

a. Defects and Repairs

- The warranty shall cover the repair or replacement of any defective items or systems identified during the warranty period, at no additional cost to NDC.

The Interior Design Firm/Relevant Firm is responsible for rectifying any issues promptly upon notification by NDC.

b. Exclusions

- The warranty does not cover damage resulting from misuse, neglect, unauthorized alterations, or external factors not related to the quality of the Interior Design Firm/Relevant Firm's work.

C. Support and Maintenance

Post-Completion Support: The Interior Design Firm/Relevant Firm shall provide post-completion support for the duration of the warranty period, including addressing any operational or functional issues. A dedicated point of contact shall be provided for NDC to report any issues or request support.

Maintenance Guidelines: The Interior Design Firm/Relevant Firm shall provide NDC with comprehensive maintenance guidelines for all installed systems and materials, including recommended procedures and schedules for regular upkeep.

Training shall be provided to NDC staff, if necessary, to ensure proper maintenance of the installed systems and materials.

D. Service Requests and Response Times

Service Request Procedure: NDC shall notify the Interior Design Firm/Relevant Firm in writing of any issues or service requests related to warranty claims. The Interior Design Firm/Relevant Firm shall acknowledge receipt of service requests within 48 hours and provide a plan of action for resolution.

Response and Resolution Times: For urgent issues affecting the usability of the facility, the Interior Design Firm/Relevant Firm shall respond and initiate corrective action within 72 hours. For non-urgent issues, the Interior Design Firm/Relevant Firm shall resolve the matter within 14 calendar days of receiving the service request.

E. Extended Warranty and Support Options

Optional Extensions: NDC may choose to negotiate extended warranty and support options beyond the initial warranty period if desired. Any extended warranty agreements shall be documented and agreed upon separately.

F. Final Handover and Documentation

Warranty Documentation: All warranty documents, including manufacturer's warranties and Interior Design Firm/Relevant Firm's warranties, shall be provided to NDC upon project completion. Detailed records of all warranty terms and conditions, along with contact information for warranty claims, shall be included in the final project documentation.

Final Handover: Upon completion of the project and expiration of the warranty period, a final handover meeting shall be conducted to review the status of all warranties and support provisions.

Reportorial Requirements

The Interior Design Firm/Relevant Firm shall submit reports every 2 weeks, to the National Development Company (NDC) / Philippine Innovation Hub to ensure continuous monitoring of project progress and compliance with the agreed timeline, scope of work, and quality standards. In the event of major issues, such as project delays or unforeseen challenges, the Interior Design Firm/Relevant Firm is required to submit a special report within 48 hours of identifying the issue. This report should provide detailed information on the problem, potential impacts on the project, and proposed solutions.

The Consultant shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- a. Appointing such members of the Personnel listed merely by title but not by name;
- b. Entering into a subcontract for the performance of any part of the Services, it being understood that:
 - i. The selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and
 - ii. The Consultant shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract.
- c. Replacement, during the performance of the contract for any reason, of any Personnel as listed in the Contract requiring the Procuring Entity's prior approval; and
- d. Any other action that may be specified in the SCC (Special Conditions of Contract).

Final Report

Upon completion of the project, the Interior Design Firm/Relevant Firm must submit a Final Report, detailing the entire scope of work, final as-built plans, operating and maintenance manuals, and a Certificate of Completion signed by the NDC / iHub Project Manager.

These reports are essential for NDC & iHub to assess the project's adherence to the TOR, monitor progress, approve payments, and address any issues in a

timely manner. Failure to submit the required reports on time may result in delays in payment and overall project completion.

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under the Contract shall become and remain the property of the Procuring Entity, and the Consultant shall, prior to termination or expiration of the Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, other documents and software, including restrictions on future use of such documents and software, if any, shall be specified in the SCC (Special Conditions of Contract).

Pre-Termination Clause

Upon mutual agreement, the contract may be terminated before completion, and a fee equivalent to the work done up to that point will be charged.

Confidentiality and Ownership

All findings, data, and reports generated will remain confidential and will be the sole property of the client.

Chapter 3: Bidder's Qualification

	Experience in Similar Works (in years)	Background and Description
One(1) Project Manager/ Interior Designer	Minimum of 5 years work experience Licensed ID or Licensed Contractor	In-charge of project management with technical experience in Interior design, procurement of furniture/ building, installing and commissioning similar systems.
One(1) Assistant Project Manager/ Interior Designer	Minimum of 4 years work experience Licensed ID or Licensed Contractor	In charge of design, supply, and installation with experience in installing furniture, fixtures, and fit-outs for similar projects.
One(1) Resident Engineer	Minimum of 4 years work experience Licensed Civil Engineer	In charge of project management, with technical experience in the installation and commissioning of similar systems.
One(1) QA/QC Engineer/Architect	Minimum of 4 Years work experience Licensed Engineer/ Licensed Architect	In charge of Inspection of materials and quality of work, ensuring that installation adheres to approved design
One(1) CAD Operator	Minimum of 3 Years work experience Certified CAD Operator/ Draftsman	To prepare shop drawings and as-built plans for all systems
One(1) Safety Officer	Minimum of 2 Years work experience Certified Safety Officer II	To ensure compliance with safety regulations and promote a culture of safety within the workplace

***** EQUIPMENT REQUIREMENT (SEE ANNEX G)**

I. RESPONSIBILITIES IN DETAIL

A. Design and Technical Expertise

- The Interior Design Firm/Relevant Firm shall provide professional and technical expertise in designing and fitting out the interiors of the iHub-Marikina. This includes creating functional, innovative, and aesthetically pleasing designs that meet the specific needs outlined by the NDC and the iHub team.

B. Adherence to Project Timeline

- The Interior Design Firm/Relevant Firm is expected to strictly adhere to the approved project timeline, ensuring that all phases of the work—from pre-design to final delivery of furniture and fixtures—are completed within the agreed period of 120 days.

C. Compliance with Sustainability Standards

- The Interior Design Firm/Relevant Firm shall integrate sustainable and environmentally friendly practices into the design and construction process. This includes utilizing eco-friendly materials, implementing waste management practices, and ensuring minimal environmental impact during the execution of the project.

D. Quality Control

- The Interior Design Firm/Relevant Firm is responsible for ensuring the quality of all materials used, as well as the quality of workmanship throughout the project. This includes conducting inspections, overseeing installations, and ensuring that all furniture, fixtures, and finishes meet the agreed specifications.

E. Submission of Reports and Documentation

- The Interior Design Firm/Relevant Firm shall submit regular progress reports to NDC, including statements of work accomplished (SWA), photos, material samples, and any other required documentation. These reports will be used to assess progress and authorize payments.
- The Interior Design Firm/Relevant Firm is also responsible for providing as-built drawings, shop drawings, and a complete set of operating and maintenance manuals within the required time frame.

F. Health and Safety Compliance

- The Interior Design Firm/Relevant Firm shall ensure that all workers are equipped with the necessary safety gear and that all work is performed in compliance with health and safety regulations to avoid accidents or injuries on site.

G. Warranties and After-Sales Support

- The Interior Design Firm/Relevant Firm shall provide warranties as required under Section 62 of R.A. 9184, Article 1723 of the Civil Code of the Philippines, and other relevant regulations. This includes providing support for any defects or issues encountered post-completion within the warranty period.

H. Coordination and Communication

- The Interior Design Firm/Relevant Firm shall maintain open and transparent communication with both the NDC and the iHub team. This includes providing timely updates on any challenges, issues, or required adjustments to the project, and seeking approvals before implementing any changes

I. Restoration of Damages and Clean-up

- The Interior Design Firm/Relevant Firm is responsible for restoring any damage to NDC property caused during the construction process. Additionally, the Interior Design Firm/Relevant Firm shall ensure that the job site is cleaned and all debris is removed upon completion of the work

II. SELECTION CRITERIA / REQUIREMENTS

The procuring entity requests the submission of the following documents:

A. Curriculum Vitae of the Interior Design Company

- A comprehensive overview of the Interior Design Company's qualifications, including experience relevant to the project.

B. Curriculum Vitae of Consultant and Administrative Team Members

- Detailed CVs for all key members of the Consultant Team and Administrative Team associated with the Interior Design Firm/Relevant Firm .

C. Documentation of Past Projects

- A summary of past projects that demonstrate relevant skills and experience. Each project summary must include the following: Project Name, Total Cost, Duration, Location, and Description of Services Provided, among others. Bidders are required to submit proof of past projects.

D. Draft Work Plan

- A detailed Work Plan outlining how the Interior Design Firm/Relevant Firm intends to accomplish the project should include the Scope of Work, Target Deliverables, Methodologies to be Employed, Estimated Financial Expenses, Materials to be Utilized, Human Resources Required, among others

These submissions will be assessed against the weighted criteria outlined below:

A. Expertise and Experience of the Interior Design Team

The Interior Design Firm/Relevant Firm must demonstrate the necessary expertise, qualifications, and experience relevant to the project. This includes technical and industry-specific expertise in design, fit-out projects, sustainability, and experience working with government agencies or MSMEs.

B. Past Relevant Projects

The Interior Design Firm/Relevant Firm should have a proven track record of successfully conducting similar projects. The assessment will consider the scale, complexity, and relevance of past projects to the objectives of the current project.

C. Organizational Capacity

The Interior Design team must possess an appropriate organizational structure, adequate staffing, financial resources, and infrastructure to undertake and successfully complete the project. This includes the ability to manage timelines, resources, and quality control effectively.

D. Scope, Target Deliverables, and Methodologies

The Interior Design Firm/Relevant Firm should define a clear and comprehensive scope of work, including realistic target deliveries and a well-structured methodology for achieving the project's objectives. The methodology should be practical and tailored to the specific needs of the Philippine Innovation Hub project.

Performance Specification and Parameters

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

Section VIII. Bill of Quantities

A.	GENERAL REQUIREMENTS			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT COST	COST
1	<p>GENERAL</p> <p>INTERIOR LANDSCAPING (decorative plants, green garden)</p> <p>- Design and install interior landscaping (decorative plants, green garden) elements that enhance the aesthetic and environmental quality of the entire building. This includes selecting and maintaining indoor plants, planters, and greenery that complement the interior design of every room/space, improve air quality, and create a calming atmosphere.</p> <p>- The design should be low-maintenance and incorporate sustainable practices.</p>	1 LOT		
2	<p>GENERAL</p> <p>BASIC WASTE MANAGEMENT</p> <p>- Provide and install waste bins in all strategic locations inside the facility. This should include waste segregation bins for recyclables, non-recyclables, and organic waste.</p> <p>- The system should be easy to use, strategically placed throughout the facility, and comply with local environmental regulations. The supplier should ensure that waste disposal processes are efficient and environmentally responsible.</p>	1 LOT		

3	<p data-bbox="392 230 539 259">GENERAL</p> <p data-bbox="392 297 711 365">INTERIOR SIGNAGE / WAYFINDER</p> <ul data-bbox="392 398 810 920" style="list-style-type: none"> - Design and install interior signage and wayfinding systems to assist visitors and staff in navigating the facility. - This includes directional signs, room labels, safety signs, and visual cues that are clear, easy to read, and consistent with the building's overall design theme. - The signage should be durable and placed in strategic locations for maximum visibility. 	1 LOT		
---	---	-------	--	--

4	<p>CONFERENCE ROOMS / OFFICES / RETAIL AREA / CAFE / LOBBY</p> <p>TV PRESENTATION SET-UP (MOVEABLE WITH CASTERS OR WALL-MOUNTED)</p> <ul style="list-style-type: none"> - Provide and install TV presentation setups, either wall-mounted or moveable on casters, depending on the space and functional requirements. These setups will include flat-screen displays, appropriate mounting hardware, and cable management solutions. - The units should be easy to move (if on casters) and sturdy enough for frequent use. The presentation systems should also be compatible with the building's audio-visual infrastructure and allow for seamless connectivity to laptops and other devices. 	12		
5	<p>GALLERIES / FUNCTION HALLS / LAUNCH ROOM</p> <p>PROJECTOR SET-UP</p> <ul style="list-style-type: none"> - Provide and install high-quality projectors for presentation and meeting spaces within the facility. The projectors should be compatible with modern devices, offer high-resolution display quality, and be suitable for both small and large rooms. - The installation will include ceiling or wall mounts (where applicable), appropriate cabling, and connectivity options such as HDMI, VGA, or 	5		

	<p>wireless connections. The setup must also ensure optimal positioning for clear, sharp images and be user-friendly for seamless operation during presentations.</p>			
6	<p>LOBBY / LIVELIHOOD OFFICE / CAFE / ADMIN OFFICE / GOVT AGENCIES / CLINIC / RETAIL AREA / OFFICES / SERVER ROOM / LIBRARY</p> <p>DESKTOP COMPUTER SET-UP</p> <p>- The supplier will provide and install high-performance desktop computers suitable for a variety of tasks, including administrative work, design, and data processing. Each desktop computer should include a modern multi-core processor, ample RAM, SSD storage for fast performance, and essential connectivity ports (USB, HDMI, etc.).</p> <p>- The supplier is responsible for ensuring that the computers are fully operational, network-ready, and include user-friendly peripherals like a monitor, keyboard, and mouse.</p> <p>EXCLUSION - licensed software</p>	20		

7	<p>LIVELIHOOD OFFICE / ADMIN OFFICE / GOVT AGENCIES / OFFICES / CO- WORKING SPACES</p> <p>PRINTER/SCANNER /PHOTOCOPIER</p> <ul style="list-style-type: none"> - Provide and install a multi-functional device that combines printing, photocopying, and scanning capabilities. - These devices should also include a user-friendly interface with network connectivity (Wi-Fi and Ethernet) for seamless integration into the office network, enabling remote printing and scanning. 	10		
8	<p>GENERAL</p> <p>OFFICE SUPPLIES / CONSUMABLES</p> <ul style="list-style-type: none"> - The supplier will provide a comprehensive range of essential office supplies and consumables required for daily operations. This includes, but is not limited to, paper (various sizes and types), pens, pencils, highlighters, markers, sticky notes, notebooks, folders, binders, staplers, paper clips, tape, and other general stationery. - All items should be of high quality, durable, and compatible with the existing office equipment to ensure seamless productivity. <p>FILING CABINETS</p> <p>IN/OUT TRAYS</p>	<p>15</p> <p>35</p>		

	<p>OFFICE SUPPLIES:</p> <ul style="list-style-type: none"> - staplers, scotch tape w/ dispenser, scissors, rulers, folders, envelopes, white board markers, pens, pencils, notebooks, bond paper (A4, legal, short) 	50 SETS		
9	<p>CAFE/PANTRUY SUPPLIES</p> <p>FLATWARE / DINNERWARE / GLASSWARE</p> <ul style="list-style-type: none"> - Provide a complete set of flatware, dinnerware, and glassware to accommodate staff and guest dining needs. - All items should be of commercial-grade quality, ensuring longevity and ease of cleaning. - The design and material should complement the aesthetic of the pantry or dining area, with an emphasis on functional yet elegant styles. - refrigerator, freezer, industrial range, range hood ; microwave oven <p>Locations:</p> <ul style="list-style-type: none"> - GF Cafe: 50 pax - 2F Coffee Bar/Pantry: 24pax - 3F Coffee Bar/Pantry: 24pax - 4F Coffee Bar: 24pax <p>FLATWARE: teaspoon, spoon, fork, dinner knife</p> <p>FLATWARE: teaspoon</p> <p>DINNERWARE: goblet, coffee</p>	<p>98 SETS</p> <p>122 PCS</p>		

	<p>cups, saucers</p> <p>GLASSWARE: goblet, coffee cups, saucers</p> <p>SERVING TRAYS: flat serving trays, big bowls</p> <p>KITCHEN TOOLS: knives, chopping board, can opener, kitchen organizer</p>	<p>98 SETS</p> <p>122 SETS</p> <p>15 SETS</p> <p>3 SETS</p>		
10	<p>CAFE/PANTRY EQUIPMENT</p> <p>KITCHEN APPLIANCE</p> <p>- Provide essential kitchen appliances suitable for daily office use. This will include a refrigerator, microwave, coffee maker, and toaster.</p> <p>- These appliances should be durable, energy-efficient, and easy to operate. All appliances should be designed to meet basic office kitchen requirements, ensuring convenience and functionality for staff during meal preparation and breaks.</p> <p>Industrial Coffee Machine</p> <p>Microwave Oven, Oven Toaster, 2-door Refrigerator</p> <p>EXTRA Refrigerators: Clinic and maintenance room</p> <p>Water Dispenser</p> <p>- GF: cafe, maintenance, livelihood</p> <p>- M: clinic, govt agencies,</p> <p>- 2F: pantry</p> <p>- 3F: pantry</p> <p>- 4F: coffee bar</p>	<p>4 PCS</p> <p>3 SETS</p> <p>2 PCS</p> <p>8 PCS</p>		

TOTAL CONTRACT PRICE (VAT inclusive)	Php 50,000,000.00	
---	--------------------------	--

Section IX. Bidding Forms

TABLE OF CONTENTS

Bid Form for the Procurement of Infrastructure Projects.....	68
Bill of Quantities	70
Contract Agreement Form for the Procurement of Infrastructure Projects	72
Omnibus Sworn Statement	74
Bid Securing Declaration Form	77
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	77
Statement of Single Largest Completed Contract (SLCC)	79

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

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 guidelines² 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.

² 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 DESIGN AND FIT-OUT OF THE INTERIORS OF THE PHILIPPINE INNOVATION HUB BUILDING, MARIKINA

LOCATION :NACIDA Compound,Marikina City (corner of Russet and Rainbow Sts.)

SUBJECT :BILL OF QUANTITIES

DURATION :One Hundred Twenty (120) Calendar Days from the receipt of the Notice to Proceed (NTP)

No.	Scope of Work/Particulars	% of Contract Price	Contract Price	Cumulative % of Work Accomplished
1	<p>Completion of Pre-Design Phase</p> <p>Site inspection Report</p> <p>Develop Initial Design Concepts and present 3 design concepts/studies for all areas</p> <p>All drawings shall be presented in A1 format and reports in A3 / A4 prints</p> <p>Submit initial Detailed Unit Price Analysis (DUPA)</p> <p>Detailed Program of Works & Gantt Chart</p>	10%	Php 5,000,000.00	10%
2	<p>Completion of Design Phase</p> <p>Completion and approval of final interior design 3D rendered perspectives, & schematics</p> <p>Detailed shop drawings for all approved furniture & fixtures</p> <p>Approval of materials, finishes, & other design elements</p>	10%	Php 5,000,000.00	20%

3	<p>Completion and approval of Bill of Quantities (BOQ) – An accurate and detailed list of all materials and resources required for the project.</p> <p>Completion and approval of Detailed Unit Price Analysis (DUPA) – A breakdown of costs for each item or service required for the project.</p>	15%	Php 7,500,000.00	35%
4	<p>Delivery of Furniture and Fixtures</p> <p>Full delivery of all approved furniture & fixtures</p> <p>Completion of installation work</p>	50%	Php 25,000,000.00	85%
5	<p>Final Payment (Project Closeout)</p> <p>Final Inspection, Acceptance, and Submission of Completion Report</p> <p>Acceptance of all works by NDC</p> <p>Issuance of the Certificate of Completion by the NDC</p>	15%	Php 7,500,000.00	100%
TOTAL CONTRACT PRICE (VAT inclusive)			Php 50,000,000.00	100%

The specified duration of the project may be subject to potential alterations or adjustments based on project progress and specific requirements.

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
Ongoing								
Contracts Awarded But Not Yet Started								

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	
<i>Class “A” Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technical Documents</u>	
<input type="checkbox"/>	(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; <u>and</u>
<input type="checkbox"/>	(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; <u>and</u>
<input type="checkbox"/>	(d) Special PCAB License in case of Joint Ventures <u>and</u> registration for the type and cost of the contract to be bid; <u>and</u>
<input type="checkbox"/>	(e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> original copy of Notarized Bid Securing Declaration; <u>and</u>
	(f) Project Requirements, which shall include the following:
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	b. List of contractor’s key personnel (<i>e.g.</i> , Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
<input type="checkbox"/>	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; <u>and</u>
<input type="checkbox"/>	(g) Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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.

<i>Financial Documents</i>	
<input type="checkbox"/>	(h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
<i>Class "B" Documents</i>	
<input type="checkbox"/>	(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 <u>or</u> 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	
<input type="checkbox"/>	(j) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
<i>Other documentary requirements under RA No. 9184</i>	
<input type="checkbox"/>	(k) Original of duly signed Bid Prices in the Bill of Quantities; <u>and</u>
<input type="checkbox"/>	(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; <u>and</u>
<input type="checkbox"/>	(m) Cash Flow by Quarter.

