



Bidding Documents for

Rebidding of
Improvement of
Tahanang Teodora
Alonso-Second
Floor

NPDC-2024-ITB-015

2024

Preface

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

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

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

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

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

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

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

TABLE OF CONTENTS

Glossary of 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	16
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	17
20. Post Qualification	17
21. Signing of the Contract	17
Section III. Bid Data Sheet	18
Section IV. General Conditions of Contract	21
1. Scope of Contract	22
2. Sectional Completion of Works	22
3. Possession of Site	22
4. The Contractor's Obligations	22

5. Performance Security	23
6. Site Investigation Reports	23
7. Warranty	23
8. Liability of the Contractor	23
9. Termination for Other Causes	24
10. Dayworks	24
11. Program of Work	24
12. Instructions, Inspections and Audits	24
13. Advance Payment	24
14. Progress Payments	25
15. Operating and Maintenance Manuals	25
Section V. Special Conditions of Contract	26
Section VI. Specifications	28
Section VII. Drawings	29
Section VIII. Bill of Quantities	30
Section IX. Checklist of Technical and Financial Documents	31

Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.

Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



Invitation to Bid for
REBIDDING OF IMPROVEMENT OF TAHANANG TEODORA ALONSO-
SECOND FLOOR
NPDC-2024-ITB-015

1. The National Parks Development Committee through the General Appropriations Act of FY 2024 intends to apply the sum of One Million Nine Hundred Fifteen Thousand One Hundred Fifty-five and 06/100 Pesos Only (PhP 1,915,155.06) being the Approved Budget for the Contract (ABC) to payments under the contract for Improvement of Tahanang Teodora Alonso – Second Floor / NPDC-2024-ITB-013. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The National Parks Development Committee now invites bids for the above Procurement Project. Completion of the Works is required Ninety (90) Calendar Days. 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 National Parks Development Committee and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00 PM.
5. A complete set of Bidding Documents may be acquired by interested bidders on 03-23 December 2024 from given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (PhP 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person
6. The National Parks Development Committee will hold a Pre-Bid Conference on Wednesday, 11 December 2024, 5:00 PM at NPDC Office at the Old Planetarium, Padre Burgos Ave., Ermita, Manila which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before Monday, 23 December 2024, 3:00 PM at the Lobby, NPDC Office at the Old Planetarium, Padre Burgos Ave., Ermita, Manila. 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 Monday, 23 December 2024, 4:00 PM at the The Gallery, Rizal Park Luneta, Ermita, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bids shall be prepared in one (1) original and five (5) copies using the appropriate Bid forms provided in Section VIII of the Bidding Documents furnished in strict compliance to the requirements of RA 9184. Any erasure, correction, or changes shall be initialed by the bidder or his authorized representative. All pages must be signed on the space provided for. Any unsigned page of the bidder's tender shall be a ground for disqualification.
11. The National Parks Development Committee reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

BEO RAVEN V. BENSURTO
Head, NPDC-BAC Secretariat
National Parks Development Committee
NPDC Office, Padre Burgos St., Ermita, Manila
(02) 8880-4895
bac@npdc.gov.ph/bvbensurto@npdc.gov.ph
13. You may visit the following websites for downloading of Bidding Documents:
www.npdc.gov.ph / <https://www.philgeps.gov.ph>

03 December 2024

(SGD.)
FLORIZZA P. BUCLATIN
NPDC-BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, National Parks Development Committee invites Bids for the Rebidding of the Improvement of Tahanang Teodora Alonso – Second Floor with Project Identification Number NPDC-2024-ITB-015.

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 One Million Nine Hundred Fifteen Thousand One Hundred Fifty-five and 06/100 Pesos Only (PhP 1,915,155.06)

2.2. The source of funding is:

- a. Republic Act (RA) No. 11975, The General Appropriations Act FY 2024.

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.
 - a. Subcontracting is not allowed.
- 7.2. 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 the specified date and time and at its physical address 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 One Hundred Twenty (120) calendar days. 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

Bid Data Sheet

ITB Clause										
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> <p style="text-align: center;">a. General Building Construction Works</p> <p>Completed within ten (10) years upon submission of the bid.</p>									
7.1	Not allowed.									
10.3	PCAB Contractors License Small B, With Category D as minimum									
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table><tr><td><u>Key Personnel</u></td><td><u>General Experience</u></td><td><u>Relevant Experience</u></td></tr><tr><td>Civil Engineer/Architect Works</td><td>Three (3) Years</td><td>Building Construction</td></tr></table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Civil Engineer/Architect Works	Three (3) Years	Building Construction			
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>								
Civil Engineer/Architect Works	Three (3) Years	Building Construction								
10.5	<p>The minimum major equipment requirements are the following:</p> <table><tr><td><u>Equipment</u></td><td><u>Capacity</u></td><td><u>Number of Units</u></td></tr><tr><td>Truck</td><td>minimum of 4 cu.m</td><td>One (1) unit</td></tr><tr><td>Small Hand Tools</td><td></td><td>One (1) lot</td></tr></table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Truck	minimum of 4 cu.m	One (1) unit	Small Hand Tools		One (1) lot
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>								
Truck	minimum of 4 cu.m	One (1) unit								
Small Hand Tools		One (1) lot								
12	Not applicable.									
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 style="margin-left: 40px;">a. The amount of not less than PhP 38,303.10, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</p> <p style="margin-left: 40px;">b. The amount of not less than PhP 95,757.75 if bid security is in Surety Bond.</p>									
19.2	N/A									
20	<ol style="list-style-type: none">1. If sole proprietorship, DTI Registration certified by DTI; If partnership, SEC Certification of Registration and Articles of Partnership, and List of Partners; If corporation, SEC Certification of Registration and Articles of Incorporation; If joint venture, copy of Joint Venture Agreement certified by SEC; and, if cooperative, Certificate of Registration with the Cooperative Development Authority and Copy of Articles of Cooperation;2. Copy of the Bidder’s Current Business license and permit certified by the issuing office;3. BIR Registration Certificate and valid BIR Tax Clearance;									

21	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.
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Section IV. General 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

Special Conditions of Contract

GCC Clause	
2	Sectional completion is <i>not applicable</i> .
4.1	Upon the effectivity of the contract, the site can be accessed by the winning contractor for preliminary works.
6	The site investigation reports are: <i>Not applicable</i> .
7.2	One (1) year.
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 ten (10) calendar days of delivery of the Notice of Award.
11.2	<i>Not applicable</i>
13	The amount of the advance payment is equivalent to 15% of the contract amount awarded to the winning contractor.
14	<i>Not allowed</i>
15.1	The date by which "as built" drawings are required is ten (10) calendar days after the completion of the project.
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 equivalent to 1/10 of 1% of the contract amount per day of delay after the lapse of 10 calendar days.

Section VI. Specifications

Specifications of the Project are attached as Annex 1

Section VII. Drawings

Please refer to the attached drawings/plans (Annex 2) of the Project

Section VIII. Bill of Quantities

Please refer to the attached Annex (Annex 3) of the Project

*Section IX. Checklist of Technical and
Financial Documents*

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 (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
<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.

<u>Financial Documents</u>	
<input type="checkbox"/>	(h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
<u>Class "B" Documents</u>	
<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>
<u>Other documentary requirements under RA No. 9184</u>	
<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.

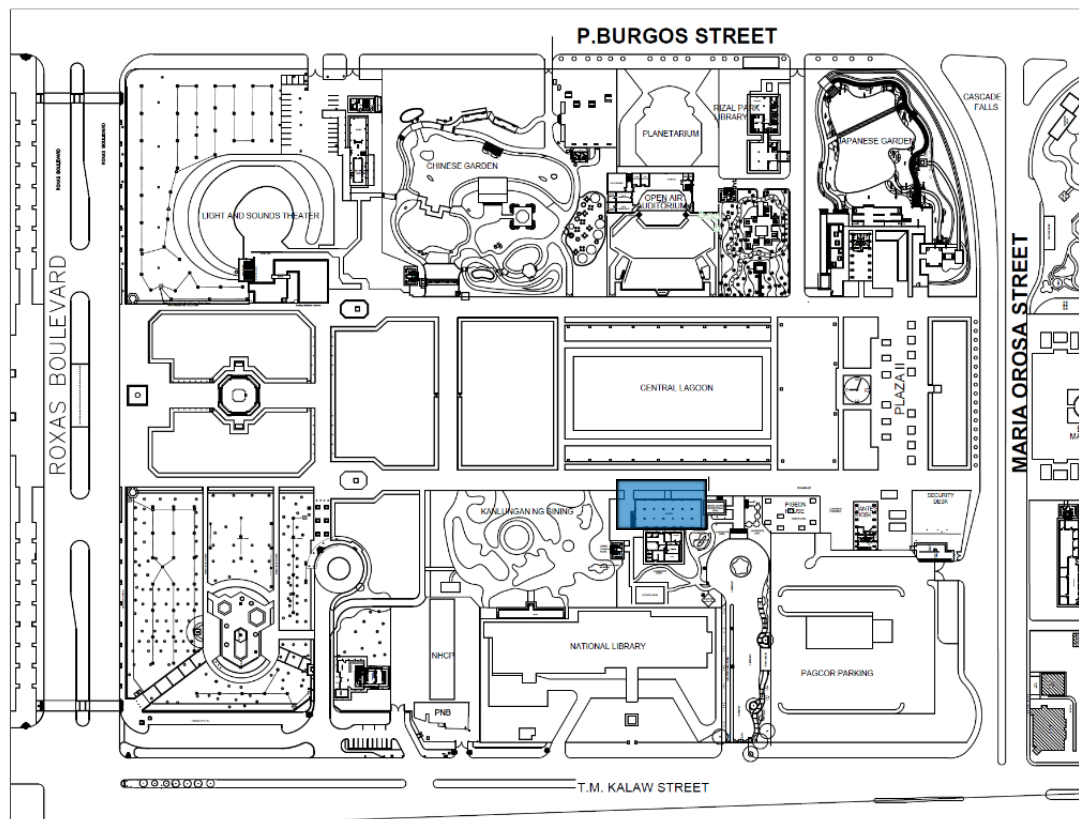
ANNEX 1

TERMS OF REFERENCE

IMPROVEMENT OF TAHANANG TEODORA ALONSO-SECOND FLOOR TAHANANG TEODORA ALONSO, CENTRAL SECTION, RIZAL PARK, ERMITA MANILA

I. GENERAL DESCRIPTION

The Improvement of Tahanang Teodora Alonso-Second Floor will focus on the improvement of the second floor of the previous Kweba Building located in the Central Section of Rizal Park Luneta. This project is part of the agency's Gender and Development (GAD) initiatives aimed at addressing the needs and concerns of employees, park-goers, and other stakeholders and clients of the agency. The project will include concrete topping, construction of stair, Improvement of storm drain system, repainting of existing railing and columns, installation of roof insulation, construction of wash area, installation of electrical outlet weatherproof and Landscape work that is to repurpose the second floor of the facility.



II. CONTRACTOR'S QUALIFICATION

1. Must have valid PhilGEPS Registration Certificate

2. Must have PCAB Registration Certificate (Category D)
3. Must be DTI/SEC/CDA Registered
4. Must have Valid Business Permit
5. Must have three (3) years of relevant experience in civil and/or architectural works
6. Must submit proof of completed projects related to the project's scope of work

III. CONTRACTOR'S RESPONSIBILITIES

1. The contractor shall take necessary precautions and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage, or loss to the persons and property and shall at all times save NPDC from any claim for damage arising therefrom.
2. The contractor shall assume liability and responsibility for any and all losses and damages, for destruction to property, or death/injuries sustained by NPDC, its employees, and visitors which are directly attributable to the negligence, fault, unlawful act, or misconduct of the service provider's personnel
3. The contractor is expected to enforce strict discipline and good order among its employees and shall agree to submit itself, its representatives, and all its workers to the rules and regulations of NPDC on sanitation, security, and safety.
4. The contractor shall provide the necessary basic Personal Protective Equipment (PPE) as mandated by duly recognized authorities, and other such protection as may be required by their personnel to perform their functions in a safe and effective manner without any additional cost to NPDC.
5. The contractor must provide the employees assigned to NPDC with proper uniforms and identification. Contractor must ensure that all employees wear the company prescribed uniform and ID at all times while on duty

IV. MATERIALS AND SPECIFICATIONS

The details, materials and specifications for this project shall follow the attached Program of Work (POW), technical drawing and specifications. Queries and clarifications regarding the specifications should be directed to the project in-charge/key personnel of the Park Operations Division.

V. SCOPE OF WORK

1. Kick Off Meeting

The contractor shall have a kick-off meeting with the project in-charge/key personnel of the Park Operations Division before proceeding with the implementation activities to discuss the plans to be executed and the work schedules and flow.

2. Mobilization

The work shall consist of the mobilization of the contractor's equipment and materials necessary for performing the work required. Mobilization shall include all associated costs for the transportation of the contractor's personnel, equipment and operating supplies to the site. Written advice regarding the list of personnel on-site and list of equipment/tools to be utilized shall be provided to our security service provider and representative of the Park Operations Division.

3. Implementation

The scope of work shall include: (1) Concrete topping, (2) Construction of stair, (3) Improvement of storm drain system, (4) Repainting of existing railing and columns, (5) Installation of roof insulation, (6) Construction of wash area, (7) Installation of electrical outlet weatherproof and (8) Landscape work.

4. Demobilization

The work shall consist of the demobilization of the contractor's equipment and materials used for performing the work required. This shall also include demobilization of debris or other waste from the works done. Demobilization shall include all activities and costs for the transportation of personnel, equipment and supplies not required to be left on site, including disassembly, removal and site clean-up.

VI. PROJECT SUPERVISION

The contractor shall supervise his/her delegated personnel / workers at the site with complete personal protective equipment (PPEs), uniforms and identification cards.

The contractor shall assign a supervisory personnel/team who shall at all times oversee the performance of construction activities included in the scope of work and shall perform representation and coordination work with Park Operations Division project in-charge/key personnel.

General monitoring, supervision and coordination shall be done between the contractor and the Park Operations Division's key personnel.

VII. INSPECTION AND MONITORING

Inspection can be done any time during the course of the implementation

of the project by the Park Operations Division's project in-charge/key personnel to ensure compliance to specifications and plans.

VIII. TIME FRAME

Project should be completed within Ninety (90) calendar days. The project shall have a warranty of one (1) year after the project completion.

IX. MODE OF PAYMENT

Upon completion of the project or as per request billing/accomplishment of the contractor.

I hereby certify to comply and deliver all the above requirements:

NAME OF BIDDER

SIGNATURE

DATE

ANNEX 3

PROGRAM OF WORK

IMPROVEMENT OF TAHANANG TEODORA ALONSO-SECOND FLOOR TAHANANG TEODORA ALONSO, CENTRAL SECTION, RIZAL PARK, ERMITA MANILA

Mode of Implementation: By Contract

Contract Duration: 90 Calendar Days

No	Particulars	% Total	Quantity	Unit	Unit Cost	Amount
A.	FACILITIES FOR THE ENGINEER					
1	Construction of Temporary Facilities		1.00	l.s		
B.	GENERAL REQUIREMENTS					
1	Project Bilboard/Signboard		2.00	set/s		
2	Occupational Safety and Health		1.00	l.s		
3	Mobilization/Demobilization		1.00	l.s		
C.	SPL1- 4" CONCRETE TOPPING					
1	Construction of 4" Concrete Topping		52.50	cum		
D.	SPL2- CONSTRUCTION OF STAIR					
1	Demolition of Existing Stairs		1.00	l.s		
1	Construction of Stairs		1.00	l.s		
2	Installation of Stair Railings		1.00	l.s		
E.	SPL3- IMPROVEMENT OF STORM DRAIN SYSTEM					
1	Declogging of Existing Gutter and Storm Drain		1.00	l.s		
2	Installation of Floor Drain		17.00	pc/s		
F.	SPL4- REPAINTING OF EXISTING RAILING AND COLUMNS					
1	Repainting of Existing Railings and Columns		456.40	sqm		
G.	SPL5- INSTALLATION OF ROOF INSULATION					
1	Installation of Roof Insulation		525.00	sqm		

H.	SPL6- CONSTRUCTION OF WASH AREA						
	1	Construction of Perimeter Wall		8.12	sqm		
	2	Construction of Concrete Ramp Sink		1.00	l.s		
I.	SPL7- INSTALLATION OF ELECTRICAL OUTLET WEATHER PROOF						
	1	Installation of Electrical outlet weather proof		22.00	pc/s		
J.	SPL8- IMPROVEMENT OF FRONTAGE LANDSCAPE						
	1	Demolition of Existing Plantbox		42.00	lm		
	2	Removal of Existing Landscape (Shrubs)		1.00	l.s		
	3	Construction of Plantbox		29.40	sqm		
	4	Replanting of Plants		1.00	l.s		
Estimated Direct cost							
Estimated Indirect Cost							
Overhead, Contingencies & Miscellaneous (OCM)			15% of EDC				
Contrators Profit (CP)			10% of EDC				
Value Added Tax			5% of EDC,OCM,CF				
TOTAL PROJECT COST							

I hereby certify to comply and deliver all the above requirements:

NAME OF BIDDER

SIGNATURE

DATE