

PHILIPPINE BIDDING DOCUMENTS

Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

**PROCUREMENT FOR THE REDEVELOPMENT OF PUGAD
LAWIN SHRINE - INTERPRETATION CENTER AND
MONUMENT UNDER THE DESIGN AND
BUILD CONTRACT**

**Project number:
DB-24-00001**

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



October 22, 2024

Invitation to Bid

No.	Project No.	Project Name	Location	Amount	Duration Cal. Days	Office	Source Fund
<u>Park – Medium A</u>							
1	24-00173	Proposed Redevelopment of Pugad Lawin Shrine	Bahay Toro	31,509,579.94	360	Parks Development & Administration Department	20% Community Development Fund – Continuing Appropriation
<u>Building – Small B</u>							
2	DB-24-00001	Procurement for the Redevelopment of Pugad Lawin Shrine - Interpretation Center and Monument under the Design and Build Contract	Bahay Toro	24,000,000.00	360	Parks Development & Administration Department	20% Community Development Fund – Continuing Appropriation

1. The **QUEZON CITY LOCAL GOVERNMENT**, through *funding source of various years* intends to apply the sum stated above being the Approved Budget for the Contract (ABC) to payments under the contract *for the above stated Projects*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **QUEZON CITY LOCAL GOVERNMENT** now invites bids for the above Procurement Project. Completion of the Works is required *as stated above*. 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 **QUEZON CITY LOCAL GOVERNMENT – BAC Secretariat** and inspect the Bidding Documents at the address given below *weekdays from 8:00 am. – 5:00 p.m.*
5. A complete set of Bidding Documents may be acquired by interested bidders on **23 October 2024 (Wednesday)** from given address and website/s below *and upon payment of a non-refundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *presented in person*.

STANDARD RATES:

Approved Budget for the Contract	Maximum Cost of Bidding Documents (in Philippine Peso)
More than 500,000 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 10 Million up to 50 Million	25,000.00
More than 50 Million up to 500 Million	50,000.00
More than 500 Million	75,000.00

The following are the requirements for purchase of Bidding Documents;

1. PhilGEPS Registration Certificate (Platinum – 3 Pages)
2. Document Request List (DRL)
3. Authorization to purchase bidding documents
 - 3.1 Secretary's Certificate (for corporation)
 - 3.2 Special Power of Attorney (for sole proprietorship)
4. Notarized Joint Venture Agreement (if applicable)
5. Letter of Intent

It must be duly received by the BAC Secretariat at 2nd Floor, Procurement Department, Finance Building, Quezon City Hall Compound.

6. The **QC- BAC- INFRASTRUCTURE & CONSULTANCY** will hold a Pre-Bidding Conference¹ on **October 31, 2024 at 10:00 AM at 2nd Floor, Procurement Department-Bidding Room, Finance Building, Quezon City Hall Compound** or we encourage the prospective bidders to join through our **Virtual Conference (ZOOM APP)** which shall be open to prospective bidders.

Virtual Conference (ZOOM APP)

Meeting ID: 854 9489 0133

Password: 273320

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **November 14, 2024 – 9:00 AM**. 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 **November 14, 2024 – 10:00 AM at 2nd Floor, Procurement Department-Bidding Room, Finance Building, Quezon City Hall Compound** and/or via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Virtual Conference (ZOOM APP)

Meeting ID: 810 3646 5257

Password: 201522

10. The **Quezon City Local Government** 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:

ATTY. DOMINIC B. GARCIA

OIC, Procurement Department

2nd Floor, Procurement Department,

Finance Building, Quezon City Hall Compound

Elliptical Road, Barangay Central Diliman, Quezon City.

Tel. No. (02)8988-4242 loc. 8506/8710

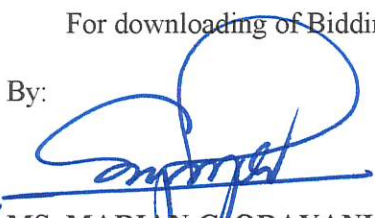
Email Add: bacinfra.procurement@quezoncity.gov.ph

Website: www.quezoncity.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: <https://quezoncity.gov.ph/public-notices/procurement/>

By:



MS. MARIAN C. ORAYANI
Chairperson, BAC-Infra and Consultancy

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.

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, **Quezon City Government** invites Bids for the **PROCUREMENT FOR THE REDEVELOPMENT OF PUGAD LAWIN SHRINE - INTERPRETATION CENTER AND MONUMENT UNDER THE DESIGN AND BUILD CONTRACT**, with Project Identification Number **DB-24-00001**.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

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 **Twenty-Four Million Pesos and 00/100 Cts. (P 24,000,000.00)**.

2.2. The source of funding is:

a. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

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:

a. Subcontracting is not allowed.

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

implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address on **October 31, 2024, 10:00 A.M. at 2nd Floor, Procurement Department-Bidding Room, Finance Building, Quezon City Hall Compound** and/or we encourage the prospective bidders to join through our **Virtual Conference (ZOOM APP) Meeting ID: 854 9489 0133 Password: 273320**

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 PCAB License is required, and in case of joint ventures, a valid special PCAB License, 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 **in no case shall exceed One Hundred Twenty (120) calendar days from the date of opening of bids, unless duly extended by the bidder upon the request of the Head of the Procuring Entity (HoPE) of the Quezon City Local Government**. 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 **5** of the **IB**.

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

ITB Clause																																																					
5.2	<p>For this purpose, similar contracts shall refer to contracts which have the same major categories of work.</p> <p>Design and Build of Pugad Lawin Shrine</p>																																																				
7.1	<p>Subcontracting is not allowed.</p>																																																				
10.3	<p><i>No additional contractor license or permit is required</i></p> <p><i>In addition, eligible bidders shall qualify or comply with the following:</i></p> <p>1. Bidders with valid Philippine Contractors Accreditation Board (PCAB)</p> <p>Building – Small B</p>																																																				
10.4	<p>The minimum work experience requirements for key personnel are the following:</p> <table><tr><th>Qty.</th><th>Key Personnel</th><th>General Experience</th><th>Relevant Experience</th></tr><tr><td colspan="4">Design Phase</td></tr><tr><td>1</td><td>Project Lead (Licensed Architect)</td><td>3 years</td><td>10 years</td></tr><tr><td>1</td><td>Exhibit Designer</td><td>3 years</td><td>3 years</td></tr><tr><td>1</td><td>Structural Engineer</td><td>3 years</td><td>3 years</td></tr><tr><td>1</td><td>Content Developer/Researcher</td><td>3 years</td><td>3 years</td></tr><tr><td>1</td><td>Electrical Engineer</td><td>3 years</td><td>5 years</td></tr><tr><td>1</td><td>Master Plumber</td><td>3 years</td><td>5 years</td></tr><tr><td>1</td><td>Architect</td><td>3 years</td><td>3 years</td></tr><tr><td colspan="4">Construction Phase</td></tr><tr><td>1</td><td>Project Lead</td><td>3 years</td><td>10 years</td></tr><tr><td>1</td><td>Metallurgical Expert</td><td>3 years</td><td>5 years</td></tr><tr><td>1</td><td>Restoration Artist</td><td>3 years</td><td>5 years</td></tr></table> <p><i>In addition, the bidder must execute an affidavit of undertaking duly notarized stating that the foregoing personnel shall perform work exclusively for the project until its completion. Please see attached bid forms.</i></p>	Qty.	Key Personnel	General Experience	Relevant Experience	Design Phase				1	Project Lead (Licensed Architect)	3 years	10 years	1	Exhibit Designer	3 years	3 years	1	Structural Engineer	3 years	3 years	1	Content Developer/Researcher	3 years	3 years	1	Electrical Engineer	3 years	5 years	1	Master Plumber	3 years	5 years	1	Architect	3 years	3 years	Construction Phase				1	Project Lead	3 years	10 years	1	Metallurgical Expert	3 years	5 years	1	Restoration Artist	3 years	5 years
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1	Restoration Artist	3 years	5 years																																																		
10.5	<p>The minimum major equipment requirements are the following:</p> <table><tr><th>Equipment</th><th>Capacity</th><th>Number of Units</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>	Equipment	Capacity	Number of Units																																																	
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	<i>In addition, the bidder must execute an affidavit of undertaking duly notarized stating that the foregoing equipment shall be used exclusively for the project until its completion. Please see attached bid forms.</i>
12	<i>[Insert Value Engineering clause if allowed.]</i>
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration with project number, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a) The amount of not less than Php 480,000.00 or equivalent to two percent (2%) of ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b) The amount of not less than Php 1,200,000.00 or equivalent to five percent (5%) of ABC if bid security is in Surety Bond.
19.2	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20	No additional requirement.
21	<p>Additional Contract Documents relevant to the Project as required:</p> <ol style="list-style-type: none"> 1. Construction Schedule and S-curve, 2. Manpower Schedule, 3. Construction Methods, 4. Equipment Utilization Schedule, 5. PERT/CPM or other acceptable tools of project scheduling, shall be included in the submission of Technical Proposal.

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	Completion of work shall be within 360 calendar days.
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor upon receipt of the Notice to Proceed.
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i>
7.2	<p><i>[Select one, delete the other.]</i></p> <p><i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:]</i> Fifteen (15) years.</p> <p><i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]</i> Five (5) years.</p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) years.</p>
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
13	The amount of the advance payment is no more that fifteen percent (15%) of the Contract Price subject to approval by the HOPE and compliance with the conditions under RA 9184 and its IRR.
14	No further instructions.
15.1	<p>The date by which operating and maintenance manuals are required is <i>thirty (30) days</i></p> <p>The date by which "as built" drawings are required as part of final payment</p>
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 ten (10%) percent of the contract price.

Section VI. Specifications

Notes on Specifications

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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



TERMS OF REFERENCE

PROCUREMENT FOR THE REDEVELOPMENT OF PUGAD LAWIN SHRINE - INTERPRETATION CENTER AND MONUMENT UNDER THE DESIGN AND BUILD CONTRACT

1. REQUIREMENTS FOR THE SUBMISSION OF BID PROPOSALS

1.1. GENERAL INFORMATION

This Terms of Reference (TOR) provides interested Bidders/Contractors the guidelines and standards for the procurement under the design and build arrangement of the Redevelopment of Pugad Lawin Shrine - Interpretation Center and Monument in Seminary Road, Quezon City, in accordance with the provisions of the Implementing Rules and Regulations of R.A. 9184, as amended, and its annex "G" - Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects.

The proposed site is a **442 square meter** portion of a 5,037.8 sq.m. property owned by the Quezon City Government which is currently the Pugad Lawin Shrine.

The proposed project calls for the design and construction of the Interpretation Center and the Refurbishment of Pugad Lawin Monument Statues with complete architectural design including drainage systems, electrical systems, outdoor curatorial exhibition system, and survey works.

1.2. RATIONALE

The Quezon City Government is committed to preserving and showcasing the rich historical heritage of the city, with a particular focus on the Cry of Pugad Lawin (Sigaw ng Pugad Lawin), a pivotal moment in Philippine history that marked the beginning of the Philippine Revolution against Spanish colonial rule in August 1896.

To commemorate this significant event, the city government has initiated the redevelopment of the Pugad Lawin Shrine with the incorporation of the Sigaw ng Pugad Lawin Interpretation Center. This project aims to create a dedicated space that will serve as a historical repository, educational hub, and tourist attraction. The facility will showcase the events leading up to the Cry of Pugad Lawin, its impact on the Philippine Revolution, and its lasting significance in the nation's struggle for independence.

The project draws inspiration from the heroic actions of Andres Bonifacio and the Katipuneros, exploring themes such as Filipino patriotism, the struggle against colonial rule, and the birth of Philippine nationalism.



To bring this vision to fruition, the Quezon City Government seeks to engage curatorial and exhibit design services for the conceptualization, planning, design, and construction of the Sigaw ng Pugad Lawin Interpretation Center. This project aligns with the city's broader goals of historical preservation, educational enrichment, and fostering national pride.

1.3. THE PROJECT

The Sigaw ng Pugad Lawin Interpretation Center, with an allocated area of approximately 440 square meters, will be located inside the Pugad Lawin Shrine. The Parks Development and Administration Department of the Quezon City Government will design the master site development plan of the Redevelopment of the Pugad Lawin Shrine.

- **Sigaw ng Pugad Lawin Interpretation Center** site will be located within the Pugad Lawin Shrine. The allocated floor area for the interpretation center is approximately 442 sq.m.. The interpretation center will serve as a historical repository, educational hub, and a tourist attraction.
- **Refurbishment of Sigaw ng Pugad Lawin Monument Statues**
The monument consists of 25 statues depicting the beginning of the Philippine Revolution against the Spanish colonial rule where the *katipuneros* tore up their cedula. The project involves the comprehensive conservation and rehabilitation of the statues at the Pugad Lawin Shrine, including works by National Artist Napoleon Abueva. These statues depict key figures and moments from the Cry of Pugad Lawin, a pivotal event in Philippine history.

1.4. OBJECTIVES

- 1.4.1. To create an interpretation center that will showcase the events leading up to the Cry of Pugad Lawin, its impact on the Philippine Revolution, and its lasting significance in the nation's struggle for independence.
- 1.4.2. To refurbish the existing statues and improve the monument area to highlight the shrine as the focal point of the site.

1.5. FRAMEWORK

The Design and Build Contract is hereby adapted for the design and construction of the Sigaw ng Pugad Lawin Shrine and the Refurbishment of the Sigaw ng Pugad Lawin Monument Statues in order to fast track the implementation of the above said program. By incorporating the planning and design aspect in the proposed construction, the winning



Bidder/Contractor will be bringing in an experienced team of Architects, Designers, and Engineers in this field who have completed similar projects, and have qualifications in the field of history, architectural and heritage conservation, and will be using expectedly, the latest appropriate technical standards for the project.

1.6. DESIGN AND DEVELOPMENT

The materials to be used for the Sigaw ng Pugad Lawin Interpretation Center shall be relevant to the concerned time period.

1.7. MINIMUM PERFORMANCE SPECIFICATIONS AND PARAMETERS

1.7.1. GENERAL PLANNING GUIDELINES

Proposals shall meet the minimum performance specifications herein set forth

- 1.7.1.1. Adaptation of the green infrastructure and preservation of existing natural assets of the land such as trees and vegetation unless otherwise instructed by the Parks Development and Administration Department of the Quezon City Government.
- 1.7.1.2. The Outline Technical Specifications signed by the respective Registered Licenses Professionals such as the following should be submitted in comparative presentation vis-a-vis the minimum performance specifications to wit;

For the Architectural plans and specifications by a Registered Licensed Architect; For the structural plans and specifications by a Registered Licensed Civil/Structural Engineer; For the Plumbing and Sanitary Plans by a Registered Licensed Sanitary Engineer; For the Electrical Plans and specifications by a Registered Licensed Professional Electrical Engineer.

The President or the Chief Executive Office (CEO) of the company bidding for the project shall likewise sign and concur with the submitted Technical Specifications in comparative form.

Bidders are enjoined to provide additional information if deemed necessary to clearly illustrate their respective specifications.



- 1.7.1.3. All plans, technical specifications, and cost estimates submitted by the bidders should be correlated with one another. Should there be any difference or variation among these documents, the technical specifications shall prevail.

1.7.2. DESIGN PARAMETERS

- The work shall include design development wherein the designer-builder shall provide the conceptual detailed plans, technical knowledge, scope of works, specifications, detailed cost estimate (with unit cost derivation), supply and installation of equipment, tools, instruments, materials, and labor.
- The project shall conform with the mandatory requirements set forth by the concerned agencies such as the National Historical Commission of the Philippines (NHCP)

1.8. SUBMISSION OF BIDS

1.8.1 DESIGN AND BUILD PHASES

1.8.1.1 RESEARCH AND CONCEPTUAL PHASE

The Conceptual design shall be submitted by all respective bidders as part of their Technical Proposal. The Parks Development and Administration Department shall provide the exact location for the area to be developed to all prospective bidders.

(This will be submitted by the winning bidder / designer-builder for the approval of the Parks Development and Administration Department in twenty (20) days reckoned seven (7) calendar days from the issuance of Notice to Proceed. The design-builder shall prepare the design based on schemes and specifications approved by the Quezon City Local Government Unit)

1. Conduct research, site surveys and investigations for data needed for the Redevelopment of Pugad Lawin Shrine - Interpretation Center and Monument such as but not limited to:
Locations, dimensions, floor elevations and other pertinent data on:
 - a. Existing utility lines (electricity, water and telco)
 - b. Road levels and elevation
 - c. Drainage line
 - d. Existing trees/vegetation



The Contractor shall turn-over/submit the following survey documents on scheduled date/s of delivery:

- a. Relocation / Boundary survey
 - b. Topographic Survey
2. Submission of a Preliminary Conceptual Design Plan for the Redevelopment of Pugad Lawin Shrine - Monument and Interpretation Center, which include the following:
- a. Proposed Floor Plan/Layout
 - b. Exterior Perspectives and Reference Images
 - c. Levels Plan
 - d. Circulation Diagram
 - e. Conceptual Lighting Plan including images of lighting fixtures
 - f. Materials Plan including images of materials/finishes
3. Submission of Proposed Work Plan Methodology and Preliminary Inspection Findings

The Designer-Builder shall submit five (5) copies of the Research and Conceptual Design in A3 paper size, ring bound and five (5) electronic copies in flash drive.

1.8.1.2 DESIGN DEVELOPMENT AND DETAILED DESIGN PHASE

The Designer – Builder shall perform the design phase works within ninety (90) Calendar Days upon issuance of Notice to Proceed

1. Submission of the following Design Development Drawings:
 - a. Site Development Plan
 - b. Floor Plans
 - c. Elevations and Sections
 - d. Perspective Views highlighting major features and amenities
 - e. Levels Plan
 - f. Materials Plan
 - g. Lighting Plan
2. The Detailed Design Plan and Program of work shall be submitted for the approval of The Parks Development and Administration Department before proceeding in the implementation phase of the Redevelopment of Pugad Lawin Shrine - Monument and Interpretation Center, such as but not limited to the following:



- a. Detailed Architectural Design
- b. Detailed Engineering Design (Structural, Electrical and Plumbing)
- c. Rendered Perspectives
- d. Demolition Plan for the existing structures, as necessary
- e. All other construction plans necessary for the implementation of the project.
- f. General Notes and Technical Specification describing the type and quality of materials and equipment to be used.
- g. Manner of construction and the general conditions under which the project is to be constructed.
- h. Minimum requirements for Construction Safety and Health Program for the Project
- i. Detailed Cost Estimate of the Project
- j. Detailed Bill of Quantities, Cost Estimates including a summary sheet indication the unit prices of construction materials, labor rates and equipment rentals
- k. Summary and Schedule of Works

The Designer Builder shall submit five (5) copies of the Design Development plans in A3 paper size, ring bound and five (5) USB flash drive for electronic copies.

The designer-builder shall consider the following criteria in preparing the design:

1. The Design should consider the current technology and industry trends, especially in material use and equipment application.
2. Ensure the safety and security of the users. Materials and equipment to be used should be carefully selected and are not prone to hazard. The materials to be used shall be consistent with internationally accepted standards.
3. The design layout shall consider the needs of the persons with disabilities, pregnant women, senior citizens, and different age groups of children
4. The design should consider the existing location of existing trees.

The detailed design drawings shall be presented to the Parks Development and Administration Department for comments before proceeding with the final design and detailed architectural and engineering design.

Any errors, omissions, inconsistencies or inadequacies submitted by the contractor, or any submissions that do not comply with the requirements, shall be rectified, resubmitted, reviewed and approved at the contractor's



cost. If the contractor wishes to modify a design or document, which has been previously submitted, reviewed and approved, the contractor shall notify the Parks Development and Administration Department within a reasonable period of time and shall shoulder the cost of such changes.

1.8.2. IMPLEMENTATION PHASE

The Designer – Builder shall perform the construction works within two hundred forty (240) Calendar Days after the Parks Development and Administration Department's approval of the Research and Design components, such as but not limited to the following:

1. The Designer-Builder shall supply labor, material, equipment and other requirements deemed necessary for the construction and implementation of the project.
2. The Designer-Builder shall be responsible for obtaining all necessary information as to risks, contingencies, and other circumstances which may affect the works. It shall prepare and submit all necessary documents specified by the concerned Stakeholders to meet all regulatory approvals as specified in the contract documents.
3. The Designer-Builder shall be responsible for obtaining all necessary permits and fees including building permit.
4. The Designer-Builder shall execute the construction activities to complete the project in accordance with the approved architectural design and construction drawings and specifications in the highest degree of workmanship, integrity and professionalism.
5. Secure compliance of the requirements of RA 11058 and its Implementing Rules and Regulations; and DOLE Department Order 198-18 specifically the Basic Components and Company Occupational Safety and Health (OSH) Program and Policy (DO 198-18, Chapter IV, Section 12).
6. Prepare semi-monthly and monthly accomplishment reports supported with progress photographs and S-curve to monitor performance as basis for progress billing.
7. The quality of materials to be furnished or work to be done shall be in accordance with the approved specifications and accepted by the Parks Development and Administration Department and its Stakeholders. However, if specified materials are not available, the Designer-Builder shall immediately propose acceptable alternatives in writing to the Parks Development and Administration Department.



8. The Designer-Builder shall provide the Parks Development and Administration Department a copy of the Material Testing results of the materials used.
9. Space planning will be governed by the standards, rules and regulations on the design as prescribed by the Parks Development and Administration Department. Building design shall conform to the provisions of the National Building Code of the Philippines (PD 1096), Accessibility Law (BP 344), National Structural Code of the Philippines, Electrical Engineering Law (RA 7920), Mechanical Engineering Law (RA 5336), Plumbing Code (RA 1378, 1993-1994 revisions), Fire Code (RA 9514) and other laws and regulations covering environmental concerns and local ordinances and regulations.
10. The Designer-Builder shall comply with the pertinent regulations and shall adopt safety measures, such as but not limited to: enclosures, shielding, covering, warning devices, off limits signs, etc.
11. Representatives from the Parks Development and Administration Department may, at any time, inspect the progress of the project and may issue a stoppage when the progress compromises or tends to compromise the integrity and security/safety of the site and structures around site.
12. The Designer-Builder shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform and complete its services so that the work progresses in accordance with the construction schedule and is finally completed by the date of final completion.
13. The Designer-Builder shall test the materials they will use on the project such as but not limited to fine aggregates, coarse aggregate, cement, concrete, reinforced steel bar, etc. and submit the result to the Parks Development and Administration Department.
14. A final run and tour of the Sigaw ng Pugad Lawin Interpretation Center shall be conducted in the presence of representatives of the Parks Development and Administration Department, Stakeholders, concerned Quezon City Departments and Office of the City Mayor.

As a rule, contract implementation guidelines for procurement of infrastructure projects shall comply with the guidelines for the implementation of contracts for DESIGN AND BUILD infrastructure projects shall comply with Annex "G" of the Implementing Rules and Regulations (IRR), RA 9184. The following provisions shall supplement these procedures:



1. Submit the prescribed detailed design drawings as requirements from the Local Government Unit.
2. Put board-ups and information boards in the entrance and exit of the project site.
3. Employ competent personnel specialized in such work as construction management.
4. The Designer-Builder shall submit a detailed program of works within fourteen (14) calendar days after the issuance of the Notice to Proceed for approval by the Parks Development and Administration Department that shall include, among others:
 - a. The sequence which it intends to carry out the work including anticipated timing for each stage of design/ detailed construction;
 - b. Periods for review of specific outputs and any other submissions and approvals; General description of the design and construction methods to be adopted; Number and names of personnel to be assigned for each stage of the work;
 - c. List of equipment required on site for each stage of the work; and
 - d. Description of the quality control system to be utilized for the project.
5. Any errors, omissions, inconsistencies or inadequacies submitted by the contractor, or any submissions that do not comply with the requirements, shall be rectified, resubmitted and reviewed at the contractor's cost. If the contractor wishes to modify a design or document which has been previously submitted, reviewed and approved, it shall notify the Parks Development and Administration Department within a reasonable period of time, and shall shoulder the cost of such changes.
6. Design and construction works shall conform to the requirements of the Parks Development and Administration Department, National Building Code and other pertinent practices and codes in the Philippines. The said design and construction works shall adhere to and abide by international best practices and standards.

1.8.3. POST-IMPLEMENTATION PHASE

The Designer-Builder shall submit within fifteen (15) days from the completion of the project the following documents:

- a. As-built plans,
- b. Training and Operations Guidelines



1.9. SUBMISSION AND RECEIPT OF BIDS

1.9.1. The first envelope (technical proposal) must contain all required documents for procuring infrastructure services under Section 25.2(b) of the IRR of RA 9184, along with the following additional documents:

- 1.9.1.1. Preliminary conceptual design plans with the required level of detail.
- 1.9.1.2. Design and construction methods.
- 1.9.1.3. Proposed Work Plan Methodology and Preliminary Inspection Findings
- 1.9.1.4. Design Development Drawings
- 1.9.1.5. List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data;
- 1.9.1.6. Value engineering analysis of design and construction method

1.9.2. The second envelope (Financial Proposal) shall contain all the required documents for procurement of Designer-Builder Services under Section 25.3 of the IRR of RA 9184 and the following additional documents:

- 1.9.2.1. Lump sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid Form;
- 1.9.2.2. 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
- 1.9.2.3. Cash flow by the quarter and payments schedule

1.10. EVALUATION PROCEDURE

First Step Procedure:

The first step of the evaluation shall involve the review of the preliminary conceptual designs and track record submitted by the contractor as indicated in the Bidding Documents using a non-discretionary "pass/fail" criteria that involve compliance with the following requirements:

- a. Adherence of preliminary design plans to the required performance specifications and parameters and degree of details
- b. Concept of approach and methodology for detailed engineering design and construction with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions



- c. Quality of personnel to be assigned to the project which covers suitability of key staff to perform the duties of the particular assignments and general qualifications and competence including education and training of the key staff
- d. The second activity involves a detailed review and checking of the completeness, sufficiency, and compliance of a Bidder's Class "A" Requirements, including Experience in Similar Design and Build Projects with at least 50% of the ABC; and Class "B" Requirements including Bidder's Joint Venture/Consortium with a Contractor or Design and Build Project with applicable criteria in cost of Project or design.

A Bidder who fails to meet any of the requirements at any stage in the Checklist and Detailed Evaluation shall no longer qualify for the evaluation of the remaining requirements and shall be disqualified

- e. Technical Evaluation of Design and Build Bid Requirements.

A Bidder shall be evaluated based on compliance and submission of the technical requirements in Bid Forms and Qualification Information for Design and Build using a non-discretionary "Pass/Fail" and a Point-System as follows:

Sub-Criterion and Characteristics	Maximum Points
	100
1. <u>Clarity</u> – quality of narrative description of methodology plan in the submitted	25
a. The description discussed fully all aspects of the Design Services	(10)
b. The work plan is described in proper order of work activities	(8)
c. There are no significant errors and irrelevant discussions	(7)
2. <u>Feasibility</u> – do ability of work plan	40
a. The proposed team includes all required key personnel, and the tasks of each key personnel are clearly defined in the Minimum Requirements of Design-Builder's Key Personnel	(12)



b. The work activities are achievable and given logical sequence (Activity Work Schedule)	(8)
c. The assignment of personnel. (Time Schedule of Proposed Professional Staff is consistent with the work activities	(8)
d. Each of the key personnel has a letter of commitment to work on the project.	(12)
3. <u>Innovativeness</u> – adoption of quality standards or new technology or tools of approach	15
a. There is innovation with discussion on how the methodology will enhance the quality of work outputs and ensure the timely completion of the Design Services	(10)
b. The methodology completely describes the technology and tools to be used	(5)
4. <u>Comprehensiveness</u> – completeness and adequate level of detail of the work plan as to how the Design Services shall be carried out in the MPSS	20
a. All works required in the Design are sufficiently covered (Activity Work Schedule)	(10)
b. All of the required key personnel are covered (Team Composition and Tasks)	(5)
c. There is a clear presentation of interdependency of work activities, such as PERT/CPM (Activity Work Schedule)	(5)

Second Stage Procedure:

- Only those bids that passed the above criteria shall be subjected to the second step of evaluation. The Procuring Entity shall inform the results, and Eligible Bidders shall be notified.
- The BAC shall open the Financial Proposal of each "Passed" eligible bidder in the presence of the Bidder's Authorized Representatives and shall read out the process. The "As Read" financial bids shall be ranked, in ascending order, from lowest to highest.
- The BAC shall automatically disqualify any total calculated bid prices exceeding the ABC.



- d. The BAC shall review the bid process of eligible Bidders and determine the Lowest Calculated Bid [LCB].

1.11. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract shall be **TWENTY FOUR MILLION PESOS** (Php 24,000,000.00).

1.12. PROJECT DURATION

The Total Project Duration shall be a maximum of three hundred sixty (360) Calendar Days reckoned from seven (7) days upon receipt of Notice to Proceed. Please see Annex "A".

The Designer-Builder shall deliver the completed project to the Parks Development and Administration Department within the Total Project Duration, which shall signify its approval or comments for revision, alteration or modification, if any, before acceptance of the Project.

In any case of force majeure that would prevent the Designer-Builder from conducting its responsibilities, suspension of any working days shall be reviewed only by the Parks Development and Administration Department and approved after the submission of a written request by the Designer-Builder. The approval of the request shall be the reckoning point of the suspension of the working day period indicated in the written communication.

A notice from the Parks Development and Administration Department shall be issued to the Designer-Builder on the resumption of the running working day period.

1.13. PAYMENT SCHEDULE

All deliverables of the Designer-Builder must be approved by the Parks Development and Administration Department before the processing of payments.

DELIVERABLES	% OF CONTRACT PRICE
I - Design Phase	
Upon submission of Approved Preliminary Conceptual Design Plan	15%



II - Implementation Phase	
1 st billing - 50% accomplishment	30%
2 nd billing - 100% accomplishment	30%
3 rd billing – Dry run, testing and commission, final run	15%
Post-Implementation Phase Turnover of project documents, As-built plans	10%
Total	100%

All payments will be subject to the usual government accounting and auditing rules and regulations. The Bidder is expected to be familiar with the Government Accounting and Auditing Manual.

1.14. PRE-TERMINATION CONTRACT

The contract of the design and build services of the project may be terminated by the Parks Development and Administration Department upon notice of any violation of the terms of the memorandum of agreement or resulting Contract. In case of pre-termination, the Designer-Builder shall be informed by the Parks Development and Administration Department within seven (7) calendar days prior to such termination.

In case of pre-termination, the Designer-Builder shall be liable to an additional liquidated damages based on the guidelines provided for by R.A. 9184 as amended.

2. ELIGIBILITY REQUIREMENTS

A. General

The eligibility requirements for the Design and Build Scheme shall comply with the applicable provisions of sections 23-24 of the IRR of RA 9184. The “Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects” or Annex “G” of the IFF of RA9184 shall also be adopted accordingly.

In the technical requirements, the design and build contractor (as solo or in joint venture/consortia) should be able to comply with the experience requirement under the IRR of RA9184, where one of the parties (in a joint venture/consortia) should have **at least one similar project**, both in design and construction, **with at least 50% of the cost of the ABC**.



An eligible bidder shall either be a corporation, a joint venture company, or a consortium with the technical expertise and financial capacity to undertake the project.

B. Minimum Requirements of the Design-BUILDER's Key Personnel

For the **design phase**, the bidder shall have the following minimum number of professionals:

- Minimum of 5 years of experience in monument conservation and rehabilitation
- Demonstrated expertise in metallurgical assessment and statue restoration
- Strong portfolio showcasing previous work on historical monuments
- Knowledge of best practices in statue conservation and bronze repainting
- Have the competent manpower qualifications that must be in accordance to the following:
 - One (1) Project Lead (Licensed Architect)
 - Qualifications of the Project Leader:
 - At least a Bachelor's Degree in Architecture from any reputable Higher Education Institution (HEI) with a professional license
 - Master's or Doctorate Degree in Art History, Architectural Conservation and/or Social Sciences
 - Specialized knowledge in heritage conservation and museum design
 - Experience leading multidisciplinary teams for cultural projects
 - Must have at least 10 years of previous work experience in curatorial and exhibit design.
 - One (1) Exhibit Designer
 - Bachelor's Degree in Exhibition Design, Interior Design, or related field from any reputable Higher Education Institution (HEI) with a professional license.
 - Proven experience in designing museum exhibitions and interpretative centers
 - Proficiency in 3D modeling and visualization software
 - Must have at least 3 years of experience in similar projects
 - One (1) Structural Engineer
 - At least a Bachelor's Degree in Civil Engineering from any reputable Higher Education Institution (HEI) with a professional license



- Must at least have a formal training or certificate courses in Structural Engineering.
- Have previous work experience in designing for a museum.
- Must have at least 3 years of experience in similar projects
- One (1) Content Developer/Researcher
 - Master's Degree in History, Museum Studies, or related field from any reputable Higher Education Institution (HEI)
 - Strong background in Philippine history, particularly the revolutionary period
 - Experience in developing educational content for museums or cultural institutions
 - Must have at least 3 years of experience in similar projects
- One (1) Electrical Engineer
 - At least a Bachelor's Degree in Electrical Engineering from any reputable Higher Education Institution (HEI) with a professional license
 - Minimum 5 years of experience in electrical systems design for public buildings
 - Have previous work experience in designing for a museum.
 - Formal trainings or certificate courses related to the profession
- One (1) Master Plumber
 - Licensed Master Plumber
 - Minimum 5 years of experience in plumbing systems design for public buildings.
- One (1) Architect
 - Bachelor's Degree in Architecture from any reputable Higher Education Institution (HEI) with a professional license
 - Experience in heritage or museum projects
 - Knowledge of local building codes and regulations of Quezon City.
 - Must have at least 3 years of experience in similar projects

The key professionals listed above are required. The DESIGN & BUILD CONTRACTOR may, as needed and its own expense, add additional professionals and/or support personnel for the optimal performance of all Architectural and Engineering Design Services, as stipulated in these Terms of Reference, for the PROJECT. Prospective bidders shall attach each individual's resume and PRC license of the (professional) staff.

Design personnel may also be utilized for the construction phase provided that the same meet the minimum number of years of experience in the construction of similar projects.



For the **construction phase**, the bidder shall have the following minimum number of professionals:

- Minimum of 5 years of experience in monument conservation and rehabilitation
- Demonstrated expertise in metallurgical assessment and statue restoration
- Strong portfolio showcasing previous work on historical monuments
- Knowledge of best practices in statue conservation and bronze repainting
- Have the competent manpower qualifications that must be in accordance to the following:
 - One (1) Project Lead
 - At least a Master's Degree in Conservation, Art History, or related field from a reputable Higher Education Institution (HEI)
 - Specialized knowledge in heritage conservation and museum curation
 - Minimum 10 years of experience leading multidisciplinary teams for cultural projects
 - Previous work experience in curatorial and conservation projects, particularly with historical monuments
 - One (1) Metallurgical Expert
 - Bachelor's Degree in Metallurgical Engineering or related field from a reputable HEI
 - Minimum 5 years of experience in metal conservation and analysis
 - Expertise in EDX & XRF testing and analysis for historical metal artifacts
 - Experience in assessing and treating bronze sculptures
 - One (1) Restoration Artist
 - Bachelor's Degree in Fine Arts, specializing in sculpture, from a reputable HEI
 - Minimum 5 years of experience in statue restoration, particularly bronze statuary
 - Proficiency in various restoration techniques including cleaning, patina application, and protective coating
 - Demonstrated skill in replicating historical artistic styles and techniques

3. GENERAL CONDITIONS

1. The Designer-Builder warrants that it shall conform strictly to the terms and conditions of this terms of reference, including abiding by best practices and



respecting standards and guidelines of international agencies, bodies, and organizations.

2. The Designer-Builder shall be solely responsible for the integrity of all research works, detailed engineering design and the performance of structure irrespective of the approval/ confirmation by the Parks Development and Administration Department.
3. The Designer-Builder shall deploy personnel having professional experience compatible with the undertaking. They shall also provide and maintain temporary office and living quarters for their project personnel with equipment, supplies, first aid cabinet and other utilities.
4. The Designer-Builder shall warrant, represent and undertake reliability of the service and that their manpower complements are hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of the Parks Development and Administration Department. It shall employ well behaved and honest employees with IDs displayed conspicuously while working within the compound. It shall ensure that its workers/employees will not loiter in other areas, or otherwise interfere or interact with the park goers within the vicinity of the Pugad Lawin Shrine.
5. The Designer-Builder's employees shall strictly follow the rules and policies in the operation of the Pugad Lawin Shrine.
6. The Designer-Builder shall comply with the laws governing employees' compensation, Phil Health, Social Security and labor standards.
7. The Designer-Builder's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.
8. The Designer-Builder shall report to the Parks Development and Administration Department any conditions which may prevent it from performing the work according to requirements.
9. The construction shall be finished with world class workmanship in reference with the EN Safety Standards and to the satisfaction of the Parks Development and Administration Department and its Stakeholders.
10. The Designer-Builder, before commencing work, shall examine the proposed location of the project and all adjoining areas on which this work is, in any way, dependent for perfect workmanship according to the intent of these specifications.



11. All relevant permits and corresponding fees as may be assessed by the local government units/regulating agencies shall be for the account of the Designer-Builder.
12. The Designer-Builder shall store his materials, equipment and tools in one place of the site. The area shall be coordinated with the Parks Development and Administration Department. It shall be kept neat and clean at all times. Any damage thereto or to the surrounding area/s arising from accident, paint, spills, etc. shall be repaired and/or restored to its original condition. Likewise, extra care shall be taken in the storage of hazardous chemicals (paints, thinners, lacquers, oils, solvents, etc.) to avoid accidents, explosions and/or fires. Oily rags, solvent-soaked foams, paint brushes and rollers shall be kept in a metal container tightly sealed and shall be cleaned and/or removed from the job site at the end of every working day.
13. The Designer-Builder shall be responsible for the electric, water, sewage, and other utility connection needs of the Sigaw ng Pugad Lawin Interpretation Center and shall be tapped from utility service providers.
14. The Designer-Builder shall not assign, transfer, pledge any part nor interest in this project. Subcontracting, however, may be allowed provided that the former shall retain responsibility for the full compliance of all applicable provisions of this TOR.
15. The Designer-Builder shall be liable for any loss, damage, or injury as may be due directly through the fault or negligence of its personnel. It shall assume sole and exclusive responsibility therefore, and the Parks Development and Administration Department shall be specifically released from any responsibility arising therefrom.
16. The Designer-Builder shall assume responsibility for the following:
 - a. Softscape: 1 year warranty
 - b. Workmanship of structures: one (1) year warranty
 - c. Training of initial personnel and one (1) year consultation on training guides.

4. CAVEAT

The work under this TOR and its attachments shall be solely used by the prospective bidders in preparation of their respective bids/proposals for the Design and Build Scheme of the Sigaw ng Pugad Lawin Interpretation Center, Hence, bidding procedure shall follow the relevant provisions of the Government Procurement Reform Act (RA 9184) and its Revised Implementing Rules and Regulations (RIRR) on the procurement of infrastructure projects.



Further, the procuring entity does not guarantee that the data are sufficient and up-to-date to the project at hand. The winning Designer-Builder shall be responsible for the accuracy, completeness, and applicability of all data and information to be used in their work once chosen. The Bidder shall be responsible for all the necessary studies, documents, information, and equipment pertinent to the production of the plans and reports. They shall likewise submit any other necessary and relevant research, study, data or report that may be reasonably requested by the Parks Development and Administration Department.

Other works not mentioned in this document but necessary to complete the works are considered included in the bid submission. It is the bidders' responsibility to anticipate and include other items missed-out in these terms of reference.

Prepared and Submitted by:


AR. MARY ANN S. TECSON, uap
Special Operations Officer IV


ENGR. TERESA M. MERCADO
Acting Assistant Dept. Head

Recommending Approval:


AR. BALTAZAR C. AVELINO, uap
Officer-in-Charge



Project: PROPOSED PROCUREMENT OF THE REDEVELOPMENT OF PUGAD LAWIN SHRINE - INTERPRETATION CENTER AND MONUMENT UNDER THE DESIGN AND BUILD CONTRACT

Location: SEMINARY ROAD, BGY. BAHAY TORO, QUEZON CITY

Duration: THREE HUNDRED SIXTY (360) CALENDAR DAYS

ANNEX "A"

ITEM NO.	WORK DESCRIPTION AND SCOPE OF WORK	% WEIGHT	NO. OF DAYS	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
1	DESIGN - Schematic Design - Detailed Design and Program of Work	25%	90												
2	IMPLEMENTATION PHASE - 100% accomplishment for all constructions and fabrications of obstacles - Dry-run for the Interpretation Center and Monument - Final run of the Interpretation Center and Monument	67%	240												
3	POST-IMPLEMENTATION PHASE - Turnover of project documents, As-built plans, Acceptance of project	8%	30												
TOTAL PERCENTAGE WEIGHT		100%	360												
PERCENTAGE WEIGHT ACTIVITIES		Monthly		3.33%	3.33%	3.34%	10.75%	10.75%	10.75%	10.75%	10.75%	10.75%	10.75%	10.75%	4.00%
		Cumulative		3.33%	6.66%	10.00%	20.75%	31.50%	42.25%	53.00%	63.75%	74.50%	85.25%	96.00%	100.00%

Section VII. Drawings

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

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

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

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

Daywork Schedule

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

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

Provisional Sums

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

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

Signature Box

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

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

Project

:

Location

:

Appropriation

:

Source of Fund

:

Classification

:

Net Length

:

Date

:

Project Description

:

Starting Time

:

No. of Days to Complete

:

DESCRIPTION OF WORKS TO BE DONE		QUANTITY	UNIT	AS SUBMITTED		AS EVALUATED	
				% TOTAL	TOTAL DIRECT COST	% TOTAL	TOTAL DIRECT COST
PART A							
		Total					

Equipment

DESCRIPTION	REQUIRED
(PLS. SEE FORM POW-2015-01B-00)	

BREAKDOWN OF EXPENDITURES:

	As Submitted	As Evaluated
1. Labor	-	
2. Materials	-	
3. Rental of Equipment	-	
4. Provisional Sum / Daywork		
5. OCM and Profit	-	
6. Value Added Tax	-	
10. TOTAL ESTIMATED COST	-	

	As Submitted	As Evaluated
A. Total Direct Cost	-	
B. OCM and Profit	-	
C. Value Added Tax	-	
D. Total Consumption Cost	-	
	#REF!	
F. TOTAL ESTIMATED COST	#REF!	

Prepared by :

APPROVED :

XX

Engineer I

XX

General manager

TITLE

LOCATION

[illegible]

TITLE

LOCATION

Contract Duration:

SUMMARY OF APPROVED BUDGET FOR THE CONTRACT								
ITEM NO.	DESCRIPTION		ESTIMATE DIRECT COST	TOTAL MARK-UP		5% VAT	TOTAL INDIRECT COST	TOTAL COST
				%	VALUE			
PART A		As Submitted	-		-	-	-	-
		As Evaluated						
PART B		As Submitted	-		-	-	-	-
		As Evaluated						
PART C		As Submitted	-		-	-	-	-
		As Evaluated						
	GRAND TOTAL	As Submitted			-	-	-	-
		As Evaluated						

Prepared by :

APPROVED:

XX

Engineer I

XX

General manager

TITLE

LOCATION

Contract Duration:

APPROVED BUDGET FOR THE CONTRACT											
ITEM NO.	DESCRIPTION		QTY.	UNIT	TOTAL DIRECT COST	TOTAL MARK-UP		5% VAT	TOTAL INDIRECT COST	TOTAL COST	UNIT COST
						%	VALUE				
PART A											
A.01		As Submitted									
		As Evaluated									
	TOTAL OF PART A	As Submitted									
		As Evaluated									
PART B											
B.01	0	As Submitted									
		As Evaluated									
		As Submitted									
		As Evaluated									
	TOTAL OF PART B	As Submitted									
		As Evaluated									
PART C											
C.01	0.00	As Submitted									
		As Evaluated									
		As Submitted									
		As Evaluated									
	TOTAL OF PART C	As Submitted									
		As Evaluated									

Prepared by :

XX

Engineer

TITLE

LOCATION

DETAILED BREAKDOWN OF COMPONENT COST FOR EACH ITEM													
ITEM NO.	DESCRIPTION		%	QTY.	UNIT	DIRECT COST			TOTAL	TOTAL MARK UP		5% VAT	TOTAL COST
						MATERIAL	LABOR	EQUIPMENT		%	VALUE		
PART A													
A.01		As Submitted											
		As Evaluated											
	TOTAL OF PART A	As Submitted											
		As Evaluated											
PART B													
B.01		As Submitted											
		As Evaluated											
		As Submitted											
		As Evaluated											
		As Submitted											
		As Evaluated											
	TOTAL OF PART B	As Submitted											
		As Evaluated											
PART C													
C.01		As Submitted											
		As Evaluated											
		As Submitted											
		As Evaluated											
	TOTAL OF PART C												
	GRAND TOTAL	As Submitted											
		As Evaluated											

Prepared by :

APPROVED :

xx

Engineer

xx

General Manager

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
and
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (f) 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 (*please see attached prescribed forms required by the QC – BAC for Infrastructure and Consultancy*); **and**
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules with an attached Notice of Award, Notice to Proceed, Contract and Certificate of Acceptance (*please see attached prescribed form required by the QC – BAC for Infrastructure and Consultancy*); **and**
- ☐ (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- ☐ (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (j) Project Requirements, which shall include the following:
 - ☐ a. Organizational chart for the contract to be bid;
 - ☐ b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data (*please see attached prescribed form required by the QC – BAC for Infrastructure and Consultancy*);
 - ☐ 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 (*please see attached prescribed form required by the QC – BAC for Infrastructure and Consultancy*); **and**

- ☐ (k) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Additional Technical Requirements:

- ☐ • Certificate of Site Inspection or Affidavit of Site Inspection as part of Omnibus Sworn Statement
- ☐ • Affidavit of Undertaking for Key Personnel and Equipment (*please see attached prescribed form required by the QC – BAC for Infrastructure and Consultancy*)
- ☐ • Equipment Utilization Schedule
- ☐ • Manpower Schedule
- ☐ • Construction Schedule and S-Curve
- ☐ • PERT-CMP
- ☐ • Construction Methods

Additional Documentary Requirements (enclosed in Technical Component Envelope) as per Annex G:

- ☐ • Preliminary Conceptual Design Plans in accordance with the degree of details specified in the Terms of Reference
- ☐ • Design and Construction Methods
- ☐ • List of Design and Construction Personnel to be assigned to the contract to be bid, with their complete qualification and experience data
- ☐ • Value Engineering Analysis of Design and Construction Method

Additional Documentary Requirements as per Terms of Reference

- ☐ • Proposed Workplan Methodology and Preliminary Inspection Findings
- ☐ • Design Development Drawings

Financial Documents

- ☐ (l) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- ☐ (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (*please see attached prescribed form required by the QC – BAC for Infrastructure and Consultancy*).

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

Additional Documentary Requirements as per Annex G:

- ☐ • Lump-sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid form
- ☐ • Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rental used in coming up with the bid
- ☐ • Cash Flow by the quarter and payment schedule