



PAMBANSANG MUSEO NG PILIPINAS
NATIONAL MUSEUM OF THE PHILIPPINES
BIDS AND AWARDS COMMITTEE

BIDDING DOCUMENTS

for the

EXTERIOR REPAINTING OF NMFA & NMA BUILDINGS

(Reference No. 7855124)

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Section I. Invitation to Bid



PAMBANSANG MUSEO NG PILIPINAS
NATIONAL MUSEUM OF THE PHILIPPINES

**Invitation to Bid
for
EXTERIOR REPAINTING OF NMFA & NMA BUILDINGS**

1. The **National Museum of the Philippines**, through the **General Fund FY 2021 (Continuing Fund)** intends to apply the sum of **Four Million Pesos (PHP 4,000,000.00)**, being the Approved Budget for the Contract (ABC), to payments under the contract for **EXTERIOR REPAINTING OF NMFA & NMA BUILDINGS**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **National Museum of the Philippines** now invites bids for the above Procurement Project. Completion of the Works is required within **Ninety (90) calendar days**. The Contractor must have a **SP-PN Category C** Contractor's License and must have completed or implemented at least one (1) contract that is similar to the project to be bid, and whose value, adjusted to current prices using PSA consumer price indices, must be at least fifty percent (50%) of the ABC to be bid. Similar is defined as "**having completed or implemented similar projects and must have proven relevant experience with proper client reference**".
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from the **National Museum of the Philippines Bids and Awards Committee** and inspect the Bidding Documents at the address given below from **Mondays - Fridays from 9:30 A.M. to 2:30 P.M.**
5. A complete set of Bidding Documents may be acquired by interested bidders on **21 July 2021**, from the given address below and the website <http://nationalmuseum.gov.ph/> and upon payment of the applicable non-refundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Four Thousand Pesos (PHP 4,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person, or through electronic means.
6. **Pre-Bid Conference** shall be on **28 July 2021, 9:30 A.M.** at **Old Civil Service Building, National Museum of the Philippines, Padre Burgos Street, Manila**, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **12 August 2021, at 9:30 A.M. 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 **12 August 2021, 9:30 A.M. at Old Civil Service Building, National Museum of the Philippines, Padre Burgos Street, Manila.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **National Museum of the Philippines** 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 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:

Mr. Edwin J. dela Rosa
Head, BAC Secretariat
2nd Floor, BAC Room, North Annex of the
National Museum of Fine Arts Building (Motorpool)
Padre Burgos Street, Manila 1000
Website: www.nationalmuseum.gov.ph
Tel No. 298-1100 Local 1014
Email: nationalmuseumbac@yahoo.com

(SGD)
ATTY. MA. ROSENNE M. FLORES-AVILA
Chairperson
Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **National Museum of the Philippines**, invites Bids for **EXTERIOR REPAINTING OF NMFA & NMA BUILDING**, with Project Identification Number **NMPBAC-PB-2021-07-01**.

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 **2021** in the amount of **Four Million Pesos (Php 4,000,000.00)**.
- 2.2. The source of funding is: **NGA, the General Appropriations Act or Special Appropriations.**

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

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

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

5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.

7.1. If the bidder has already identified and has an existing contract with its subcontractor(s) during the procurement stage, it must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof, or

7.2. 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 as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an Apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid 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 **Philippine Pesos**.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

- 15.2. The Bid and bid security shall be valid until One Hundred Twenty (120) calendar days. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

- 18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 6 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 16 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause				
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be “have completed or implemented similar projects and must have proven relevant experience with proper client reference” .			
7.1	The contractor may subcontract any portion of works under the project, subject to the approval of proper authorities and the National Museum of the Philippines, so long as the works intended to be subcontracted is not significant and material. The subcontracted works shall not exceed fifty percent (50%) of the contracted Works.			
10.3	The Contractor must have a SP-PN Category C PCAB License. In case of a Joint Venture Agreement (JVA) between contractors, a Special Contractor’s License is required.			
10.4	The key personnel must meet the required minimum years of experience set below: <table><tr><th><u>Key Personnel</u></th><th><u>General Experience</u></th><th><u>Relevant Experience</u></th></tr></table> **Note: <i>Kindly refer to the Terms of Reference of the project for the qualifications of personnel.</i>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>		
10.5	The minimum major equipment requirements are the following: <table><tr><th><u>Equipment</u></th><th><u>Capacity</u></th><th><u>Number of Units</u></th></tr></table> **Note: <i>Kindly refer to the Terms of Reference of the project for the minimum equipment requirements.</i>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>		
12	Not applicable.			
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than Two (2) percent of ABC, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than Five (5) percent of ABC, if bid security is in Surety Bond.			
19.2	Partial bids are not allowed. The project was for one (1) lot and not divided to sub-lots.			

20	If needed, Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, among others is required.
21	Additional contract documents to be submitted by the winning bidder relevant to the Project that are required by existing laws and/or the National Museum of the Philippines; 1. Construction schedule and S-curve 2. Manpower schedule 3. Construction methods 4. Equipment utilization schedule 5. Construction safety and health program approved by the DOLE, 6. PERT/CPM

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines. If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

9. Termination for Other Causes

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

10. Dayworks

Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the SCC from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
7.2	Fifteen (15) years.
10	Day works are applicable at the rate shown in the Contractor's original Bid.
14	Not Applicable
15.1	The date by which operating and maintenance manuals are required is upon submission of final billing request. The date by which "as built" drawings are required is upon submission of final billing request.

Section VI. Specifications

TECHNICAL SPECIFICATIONS

For the

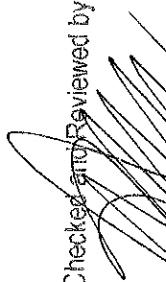
EXTERIOR REPAINTING OF NMFA & NMA BUILDINGS

Rizal Park, Ermita, Manila

As prepared by


MARVIN M. BELGICA
Architect III, FMD

Checked and Reviewed by:


Ar. NELSON L. AQUINO
Architect IV, OIC-FMD

Recommending Approval:


Atty. MA. ROSE NNE M. FLORES-AVILA
Deputy Director General for Administration

Approved by:

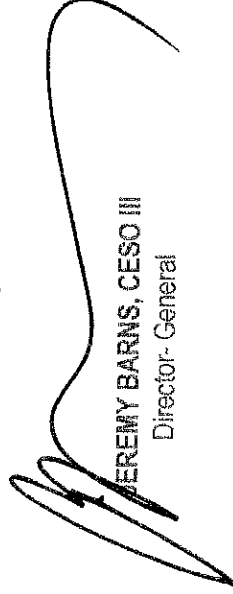

JEREMY BARNES, CESO III
Director- General

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DIVISION 01 GENERAL REQUIREMENTS

1. SCOPE OF WORK

This section shall include the mobilization and demobilization of Contractor's plant, equipment, materials and employee to the site; construction of Engineer's office and facilities; compliance with the contract requirements and maintaining the facilities for the Engineer.

This section shall include the furnishing of labor, materials, transportation, tools, supplies, plant, equipment and appurtenances to complete satisfactorily the construction of the proposed project.

2. MOBILIZATION AND DEMOBILIZATION

The Contractor upon receipt of the Notice-to-Proceed shall immediately mobilize and transport his plant, equipment, materials and employees to the site and demobilize or remove the same at the completion of project and level/ clear the site acceptable to the Engineer and the Owner.

Mobilization and Demobilization are incidental to other items of work and will not be measured for payment.

3. TEMPORARY FACILITIES

3.1 Combined Field office, Living Room/Kitchen, Quarter and Bathroom

During the performance of the contract, the Contractor shall provide and maintain one unit of field office with living room/kitchen, quarter and bathroom within the site of the work at designated location approved by the Procuring Entity's representative at which the Engineer shall be holding office at all times, while the work is in progress. The location, dimensions and layout of such combined field office/quarters shall be subject to the approval of the Engineer and local authorities having jurisdiction thereof. Construction shanties, sheds and temporary facilities provided as required for the Contractor's convenience shall be maintained in good condition and neat appearance including finishes as required by the Engineer.

3.2 Temporary Light and Power

The Contractor shall provide and maintain temporary electrical service including installation of temporary power and lighting within the construction site and facilities constructed thereat. The electrical services shall be adequate in capacity to supply power to construction tools and equipment without over-loading the temporary facilities and shall be made available to supply power, lighting and construction operations of all trades. All temporary equipment and wiring for power and lighting shall be in accordance with the applicable provisions of the local governing codes. At the completion of the construction work all temporary wiring, lighting, equipment and devices shall be removed.

3.3 Temporary Toilets

The Contractor shall provide and maintain in sanitary condition enclosed toilets for the use of all construction personnel located within the contract limits, complete with fixtures, water and sewer connections and all appurtenances. Installation shall be in accordance with all applicable codes and regulations of the local authorities having jurisdiction thereof. Upon completion of the work, temporary toilet and their appurtenances shall be removed.

3.4 Temporary Water Service

The Contractor shall provide and maintain temporary water supply service, complete with necessary connections and appurtenances. Installed water supply lines shall be used as a source of water for construction purposes subject to the approval of the Engineer. The Contractor shall pay the cost of operation, maintenance and restoration of the water system. All temporary water service including equipment and piping shall be removed upon completion of the work and all worn out and damaged parts of the permanent system shall be replaced and restored in first class condition equal to new.

3.5 Security

The Contractor shall provide sufficient security in the construction site to prevent illegal entry or work damaged during nights; holidays and other period when work is not executed; and during working hours. The Contractor shall take ample precautions against fire by keeping away flammable materials, and ensure that such materials are properly handled and stored. Fires shall not be allowed within the area of construction, except when permitted by the Engineer.

3.6 Disposal Area

The proposed location of disposal area shall be at the site designated by the Owner/Engineer. It is the responsibility of the Contractor to disposed off site all construction debris and be considered in the preparation of his proposal.

4. COMPLIANCE WITH CONTRACT REQUIREMENTS

4.1 Control of On-Site Construction

Prior to the start of any definable feature of the work, the Contractor must perform the necessary inspection to include as follows:

- a) Review of Contract Documents to make sure that materials, equipment and products have been tested, submitted and approved.
- b) Physical examination of materials and equipment to assure its conformity to the specifications, plans, shop drawings and other data.

- c) As soon as the work has been started the Contractor shall conduct initial inspection to check and review the workmanship in compliance with the contract requirements for a particular item of work.
- d) The Contractor shall perform these inspections on a regular basis to assure continuing compliance with the contract requirements until completion of a particular type of work.

4.2 Pre-construction Meetings

Prior to the start of construction, Contractor's material men or vendors whose presence are required, must attend pre-construction meetings as directed for the purpose of discussing the execution of work.

4.3 Progress Meetings

Progress meetings shall be called upon by the following for the purpose of discussing the implementation of the work:

- a) When called upon by the Engineer or the Owner or his representative for the purpose of discussing the execution of work. Contractor's material men or vendors whose presence is necessary or requested must attend progress meetings. Each of such meeting shall be held at the time and place designated by the Engineer or his representative. Decisions and instructions agreed on these meetings shall be binding and conclusive on the contract. Minutes of this meeting shall be recorded and reasonable number of copies shall be furnished to the Contractor for distribution to various materials men and vendors involved.
- b) The Contractor may also call for a progress meeting for the purpose of coordinating, expediting and scheduling the work. In such meeting Contractor's material men or vendors, whose presence is necessary or requested are required to attend.

4.4 Progress Reports

The Contractor shall faithfully prepare and submit progress reports to the Engineer every 30 days after the start of the project up to its completion, showing the work completed, work remaining to be done, the status of construction equipment and materials at the site.

4.5 Survey Data

The Contractor shall layout his work from established based lines and bench mark indicated in the drawing and shall be responsible for all measurement in connection therewith. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, materials and labor as may be required in laying out any part of the work, out of established base lines and bench mark. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks until he is authorized to remove them. If

such marks are destroyed by the Contractor through his negligence prior to the authorized removal, they shall be replaced at the expense of the Contractor.

4.6 Construction Photographs

The Contractor shall take photographs during the progress of the work once a month, all taken where directed by the Engineer. At the completion of the project final photographs shall be taken by the Contractor as directed by the Engineer. Two prints of each photograph shall be sent to the Owner and one print to the Engineer. The photographs shall be neatly labeled, dated, and identified in a little box in the lower righthand corner, showing the date of exposure, project name, location and direction of view.

4.7 Cleaning-up

The Contractor shall at all times keep the construction area including storage area used by him free from accumulations of waste material or rubbish. Upon completion of construction, the Contractor shall leave the work and premises in a clean, neat and workmanlike conditions satisfactory to the Owner.

END OF SECTION

DIVISION 10 FINISHES

PART I-GENERAL

1. PAINTING AND COATING

All material to be used under this item shall be stored in a single place and such place shall be kept neat and clean at all time. Necessary precaution to avoid fire must be observed by removing oily rags, waste, etc. at the end of the daily work.

All cloths and cotton waste which constitute fire hazards shall be placed in metal containers or destroyed at the end of daily works. Upon completion of daily work, all staging, scaffolding and paint containers shall be removed. Paint drips, oil, or stains on adjacent surfaces shall be removed and the entire job left clean and acceptable to the Consulting Architect.

1.1 Paint Schedule

Table 8. Paint Schedule

Interior Finishes	
a) Plain cement plastered finish to be painted	: 3 coats Acrylic base masonry paint
b) Concrete exposed aggregate and/or tool finish	: Clean surface
c) Ferrous metal	: 1 coat primer & 2 coats enamel paint
d) Woodwork sea-mist	: 3 coats of 3 parts thinner 1 part lacquer
e) Wood varnish	: 1st coat, of 1 part sanding sealer to one part solvent 2nd coat of 2/3 sanding sealer to 1/3 solvent
f) Wood painted finish	: 3 coats of oil-based paint
g) Ceiling boards textured finish	: 1 coat oil-based paint allow to dry then patch surfaces unevenness and apply textured paint coat

3.2 Application

Paints and coatings shall be applied to:

- All Existing and Proposed Interior Walls
- All Existing Concrete Mouldings, Logo, Seals, Corbels, Decorative Columns
- All Existing soffit and Proposed Fiber Cement Board Ceiling
- All Existing Steel Grille Doors and Windows
- All Exposed plumbing, electrical, mechanical items as necessary
- All Wooden Panel doors, Cabinets, Jambs, Baseboards, Casings, mouldings and other exposed wood works, Fences, Gates and Columns
- All Exposed Surfaces as necessary

PART II- PRODUCTS

2. PAINTING AND COATING

2.1 Glazing Putty

Putty shall be an alkylid type product for filling minor surface unevenness.

2.2 Concrete Neutralizer

Concrete neutralizer shall be first grade quality concentrate diluted with clean water and applied as surface conditioner of new interior and exterior walls thus improving paint adhesion and durability.

2.3 Silicone Water Repellent

Silicone water repellent shall be transparent water shield especially formulated to repel rain and moisture on exterior masonry surfaces.

2.4 Patching Compound

Patching compound shall be fine powder type material like calciumine that can be mixed into putty consistency, with oil base primers and paints to fill minor surface dents and imperfections.

2.5 Tinting Colors

Tinting color shall be first grade quality, pigment ground in alkylid resin that disperses and mixes easily with paint to produce the color desired. Use the same brand of paint and tinting color to effect good paint body.

2.6 Wood filler

Wood paste filler shall be quality filler ready mixed in can for filling and sealing open grains of interior wood. It shall produce a level finish for succeeding coats of paint, varnish, or lacquer and other related products.

2.7 Wood Stain

Wood stain shall contain colored pigments and oil which penetrate the wood and provide a rich and lasting protective stain.

2.8 Wood Putty

Putty shall be oil based type for alkylid enamel top coating and two-component type for polyurethane top coating

2.9 Sanding sealer

Sanding sealer shall be quality sealer for wood surfaces that provides a non-absorbent base for color treatment which are applied on it. It shall exhibit good hold out and sealing properties, fast drying and easy to smooth by sandpaper.

2.10 Varnish

Varnish shall be homogeneous solution of resin, drying oil, drier and solvent. It shall be extremely durable clear coating, highly resistant to wear and tear without cracking, peeling, whitening, spotting, etc. with minimum loss of gloss for a maximum period of time.

2.11 Lacquer

Lacquer shall be any type of organic coating that dries rapidly and solely by evaporation of the solvent. Typical solvent are acetates, alcohols and ketones. Although lacquers were generally based on intrecellulose, manufacturers currently use, vinyl resins, plasticizers and reacted drying oils to improve adhesion and elasticity.

2.12 Clear polyurethane

Coating shall be two component thermosetting type.

2.13 Sandpaper

Shall be waterproof type

PART III-EXECUTION

3. PAINTING AND COATING

The Contractor prior to commencement of the painting, varnishing and related work shall examine the surfaces to be applied in order not to jeopardize the quality and appearances of the painting varnishing and related works.

3.1 Surface Preparation

All surfaces shall be in proper condition to receive the finish. Woodworks shall be hand-sanded smooth and dusted clean. All knot-holes pitch pockets or sappy portions shall be sealed with natural wood filler. Nail holes, cracks or defects shall be carefully puttied after the first coat, matching the color of paint.

Interior woodworks shall be sandpapered between coats. Cracks holes of imperfections in plaster shall be filled with patching compound and smoothed off to match adjoining surfaces.

Concrete and masonry surfaces shall be coated with concrete neutralizer and allowed to dry before any painting primer coat is applied. When surface is dried apply first coating. Hairline cracks and unevenness shall be patched and sealed with approved putty or patching compound. After all defects are corrected apply the finish coats as specified on the Plans. Color samples to be approved by the Consulting Architect.

Metal shall be clean, dry and free from mill scale and rust. Remove all grease and oils from surfaces. Wash unprimed galvanized metal with etching solution and allow it to dry. Where required to prime coat surface with red lead primer same shall be approved by the Engineer.

In addition the General Contractor shall undertake the following:

Voids, cracks, nick etc. will be repaired with proper patching material and finished flushed with surrounding surfaces.

Marred or damaged shop coats on metal shall be spot primed with appropriate metal primer.

Painting and varnishing works shall not be commenced when it is too hot or cold.

Allow appropriate ventilation during application and drying period.

All hardware will be fitted and removed or protected prior to painting and varnishing works.

3.2 Mixing and Thinning

At the time of application paint shall show no sign of deterioration. Paint shall be thoroughly stirred, strained and kept at a uniform consistency during application. Paints of different manufacture shall not be mixed together. When thinning is necessary, this may be done immediately prior to application in accordance with the manufacturer's directions, but not in excess of 1 pint of suitable thinner per gallon of the paint.

3.3 Workmanship in General

All paints shall be evenly applied. Coats shall be of proper consistency and well brushed out so as to show a minimum of brush marks.

All coats shall be thoroughly dry before the succeeding coat is applied.

Where surfaces are not fully covered or cannot be satisfactorily finished in the number of coats specified such preparatory coats and subsequent coats as may be required shall be applied to attain the desired evenness of surface without extra cost to the Procuring Entity.

Where surface is not in proper condition to receive the coat the Consulting Architect shall be notified immediately. Work on the questioned portion(s) shall not start until clearance be proceed is ordered by the Consulting Architect.

Hardware, lighting fixture and other similar items shall be removed or protected during the painting varnishing and related work operations and re-installed after completion of the work.

3.4 Application

3.4.1 Brush application

Paints when applied by brush shall become non-fluid, thick enough to lay down as adequate film of wet paint. Brush marks shall flawed out after application of paint.

Brush out and work the brush coats onto the surface in an even film.

Cloudiness, spotting, holidays, laps, brush, marks, runs, sags, ropiness, and other surface imperfections will not be acceptable.

3.4.2 Spray application

Paints made for application by roller must be similar to brushing paint. It must be non-sticky when thinned to spraying viscosity so that it will break up easily droplets.

Paint is atomized by high pressure pumping rather than broken up by the large volume of air mixed with it. This procedure changes the required properties of the paint.

Except as specifically otherwise approved by the Consulting Architect, confine spray application to metal framework and similar surfaces where hand brushwork would be inferior.

Where spray application is used, apply each coat to provide the hiding equivalent of brush coats.

Do not double back with spray equipment to build up thickness of two coats in one pass.

For complete work, match the approved samples as to texture, color, and coverage; Remove, refinish, or repaint work not in compliance with the specified requirements.

3.5 Touch-up and Finishing

Touch up shop-applied prime coats which have been damaged, and touchup bare areas prior to start or finish coats application.

Slightly vary the color of succeeding coats.

Do not apply additional coats until the completed coat has been inspected and approved.

Only the inspected and approved coats of paint will be considered in determining the number coats applied.

Sand and dust between coats to remove defects visible to the unaided eye from a distance of five feet.

On removable panels and hinged panels, paint the backsides to match the exposed sides.

3.6 Drying

Allow sufficient drying time coats, modifying the period as recommended by the material manufacturer to suit adverse weather conditions.

Consider oil-base and oleo-resinous solvent type paint as dry for re-coating when the paint feels, firm, does not deform or feel sticky under moderate pressure of the thumb, and when the application of another coat of paint does not cause lifting or less of adhesion of the undercoat.

3.7 Miscellaneous surfaces and procedures

3.7.1 Exposed mechanical items

Finish electric panels, access, conduits, pipes, ducts, grilles, registers, vents, and items of similar nature to match the adjacent wall and ceiling surfaces, or as directed.

3.7.2 Hardware

Paint prime coated hardware to match adjacent surfaces;

Paint metal portions of head seals, jamb seals, and astragal seals to match the color of the doorframe unless otherwise directed by the Architect.

3.7.3 Wet areas

In toilet rooms and contiguous areas, add an approved fungicide to paints.

For oil-based paints, use 1-% phenol mercuric or 4% pentachlorophenol.

For water emulsion and glue size surfaces, use 4% sodium pentachlorophenol.

Exposed vents: Apply two coats of heat resistant paint approved by the Architect.

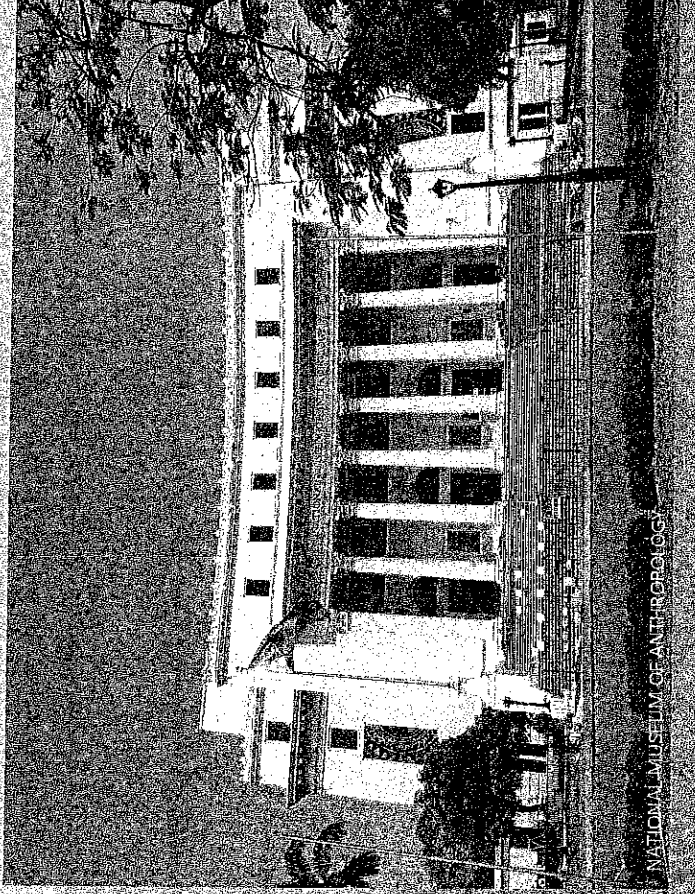
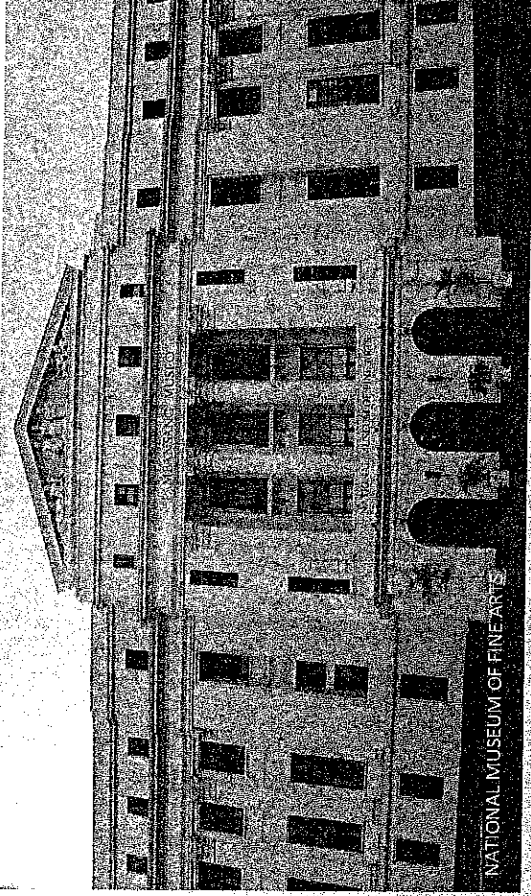
END OF SECTION

TERMS OF REFERENCE

PROJECT TITLE AND LOCATION

EXTERIOR REPAINTING OF NMFA & NMA BUILDINGS

Rizal Park, Ermita, Manila



I. PROJECT BACKGROUND

As the primary institution that manage and develop museums around the country, the National Museum of the Philippines must keep its building and facilities in its superior condition to better cater to the needs of its visitors and better provide the proper repository for museum collections. The biggest collections of the National Museum is housed at its central office in Ermita, Manila where the buildings are of rich architecture and history.

The architecture of the National Museum is one of its defining character which provides a grand backdrop to the rich collection of cultural and historical artefacts representative of the unique cultural heritage of the Filipino people. Therefore, this inviting masterpiece of architecture needs to be well maintained to continue to provide an impressive museum experience.

Just like any other structure, the building's façade creates the first impression, therefore, it is important that the National Museum's exterior envelope is always in good condition. In 2013, a repainting project for the exterior of the National Museum buildings took effect, however, in the practice of building management, repainting works must be done every five years. Thus, this project is intended to update the exterior of the National Museum of Fine Arts (NMFA) and National Museum of Anthropology (NA).

II. OBJECTIVE

This project as part of the National Museum Development Program wishes to address the needs of the central museums to update and upgrade facilities to cope up with the growing number of visitors and Museum International Standards. Furthermore, it aims to enhance the public's museum experience to allow the agency in better achieving its goals and fulfill expectations to the benefit of the entire Filipino people and the wider world.

III. SCOPE OF WORKS

This shall pertain to necessary works needed to complete the proposed project and shall include but is not limited to the supply, fabrication and installation of all materials, labour and equipment; provision for specialized activities, technical knowledge and skills; together with the liaison and coordination of applicable works such as applications of permits, licenses and notices to statutory authorities.

A. GENERAL WORKS:

1. The Contractor is expected to have conducted a site inspection prior to the actual mobilization, so as to acquaint and familiarize themselves with the location and condition of the project.

2. The Contractor shall safeguard the works and all building materials whether acquired or existing through proper warehousing and timely inventory. This shall include but is not limited to the installation of temporary facilities such as repository or warehouse, office and bunkhouse, as well as the installation of 2.40 meter high perimeter board-up.
3. The Contractor is held responsible in ensuring the safety and protection of all persons engaged in the execution of the project, including that of safety measures and facilities related to Covid-19. They shall also provide good general housekeeping practices.

B. NATIONAL MUSEUM OF FINE ARTS:

1. EXTERIOR REPAINTING OF MAIN BUILDING (including Parapet Walls):

Repainting of exterior perimeter walls only including architectural details such as the pediment, entablature, columns, cornices etc.

- a. Perimeter Walls, GF-5F (11,054.46 sq.m)
- b. Courtyard, GF-5F (3,611.79 sq.m)
- c. Columnnade at Main Entrance along P. Burgos (314.92 sq.m)
- d. Portico along Taft Entrance (674.56 sq.m)

2. REPAIR OF WALL CRACKS WITH CONCRETE EPOXY INJECTION

- a. Courtyard, GF-5F (including parapet walls)- est 5% of total wall surface

C. NATIONAL MUSEUM OF ANTHROPOLOGY:

1. REPAINTING OF NMA RAILINGS

- a. Roof deck area (292.94 sq.m)

IV. EXPECTED OUTPUT

1. The Contractor must provide confirmation of National Museum's building design requirements.
2. The Contractor shall provide all the materials, labor, equipment and services necessary for the construction of the project.
3. The Contractor shall secure the property, provide temporary utilities on site, manage their own personnel, dispose and recycle construction waste, monitor schedule and cash flows and maintain daily logbook of activities.

4. Submit for approvals plan that outlines the safety measures that will be implemented to the people not directly related to the construction of the project, the safety and protection of their workers during the construction, prevention and occurrence of fire.
5. Abide with the contract including the General Condition and Specification which form part of the contract.
6. The Contractor must ensure structurally sound construction methods if found not in compliance to the provision, he/ she must report the same to FMD for proper disposition.

V. EXPECTED TIME FRAME

The Project's actual construction is expected to be completed in **ninety (90) calendar days**.

VI. CONSTRUCTION SUPERVISION

The project will be implemented under the direct supervision of the National Museum of the Philippines- Facilities Management Division.

VII. THE CONTRACTOR

The National Museum of the Philippines requires the services of a classification SP-PN Category C contractor with legal, technical and financial capability to implement the abovementioned project. The contractor must have completed or implemented similar projects and must have proven relevant experience with proper client references.

VIII. SOURCE OF FUND

The General Appropriations Act through Supplemental General Fund under MOOE has appropriated **Four Million Pesos (Php 4,000,000.00)** for the proposed exterior repainting works.

IX. PROCUREMENT PROCESS

Procurement of services of a building contractor for the abovementioned project shall be in accordance with the provisions of the Government Procurement Reform Act (R.A 9184) and its Revised Implementing Rules and Regulations.

Prepared by:



MARVIN M. BELGICA
Architect III, FMD

Checked & Reviewed by:



AR. NELSON L. AQUINO
Architect IV, OIC-FMD

Recommending Approval:



ATTY. MA. ROSENNE M. FLORES-AVILA
Deputy Director General for Administration

Approved by:



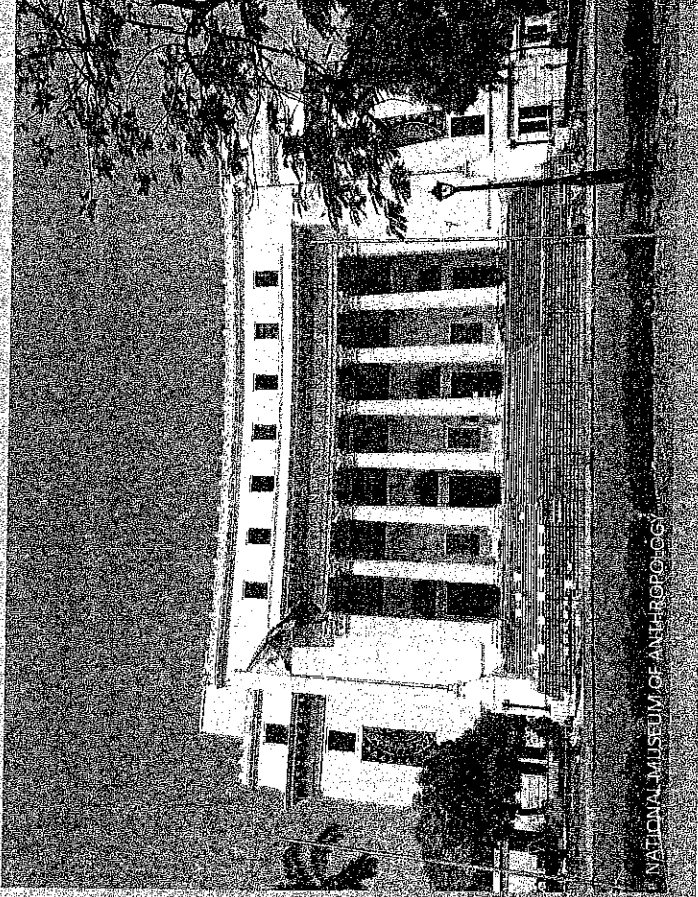
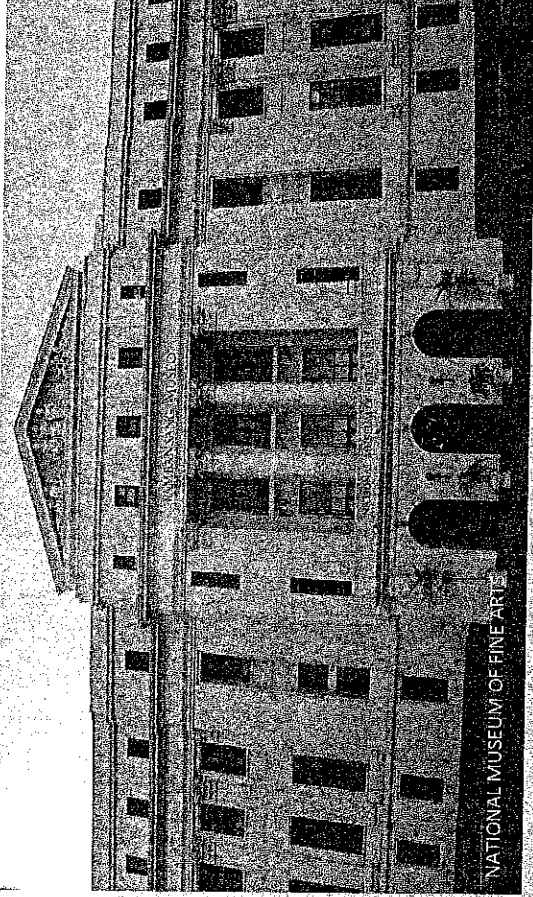
JEREMY BARNES, CESO III
Director-General

SCOPE OF WORKS

PROJECT TITLE AND LOCATION

EXTERIOR REPAINTING OF NMFA & NMA BUILDINGS

Rizal Park, Ermita, Manila



III. SCOPE OF WORKS

This shall pertain to necessary works needed to complete the proposed project and shall include but is not limited to the supply, fabrication and installation of all materials, labour and equipment; provision for specialized activities, technical knowledge and skills; together with the liaison and coordination of applicable works such as applications of permits, licenses and notices to statutory authorities.

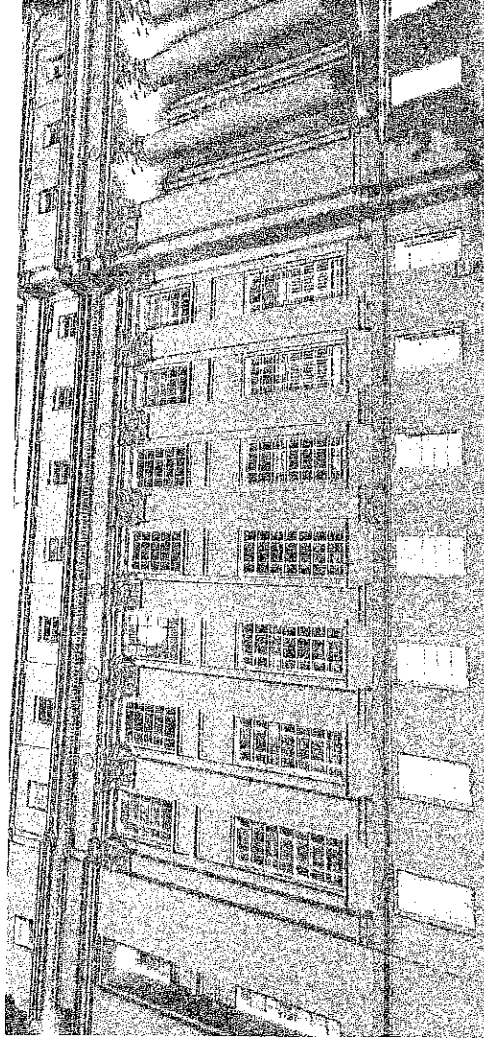
A. GENERAL WORKS:

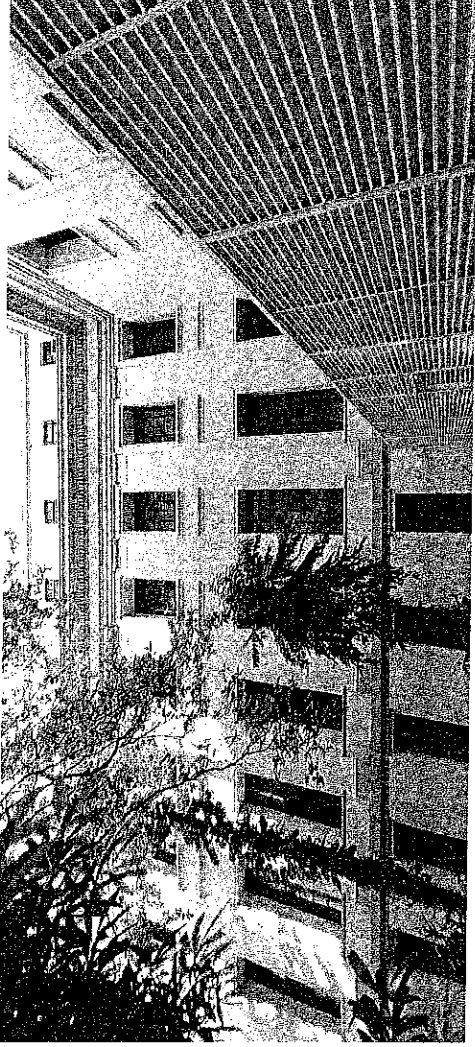
1. The Contractor is expected to have conducted a site inspection prior to the actual mobilization, so as to acquaint and familiarize themselves with the location and condition of the project.
2. The Contractor shall safeguard the works and all building materials whether acquired or existing through proper warehousing and timely inventory. This shall include but is not limited to the installation of temporary facilities such as repository or warehouse, office and bunkhouse, as well as the installation of 2.40 meter high perimeter board-up.
3. The Contractor is held responsible in ensuring the safety and protection of all persons engaged in the execution of the project, including that of safety measures and facilities related to Covid-19. They shall also provide good general housekeeping practices.

B. NATIONAL MUSEUM OF FINE ARTS:

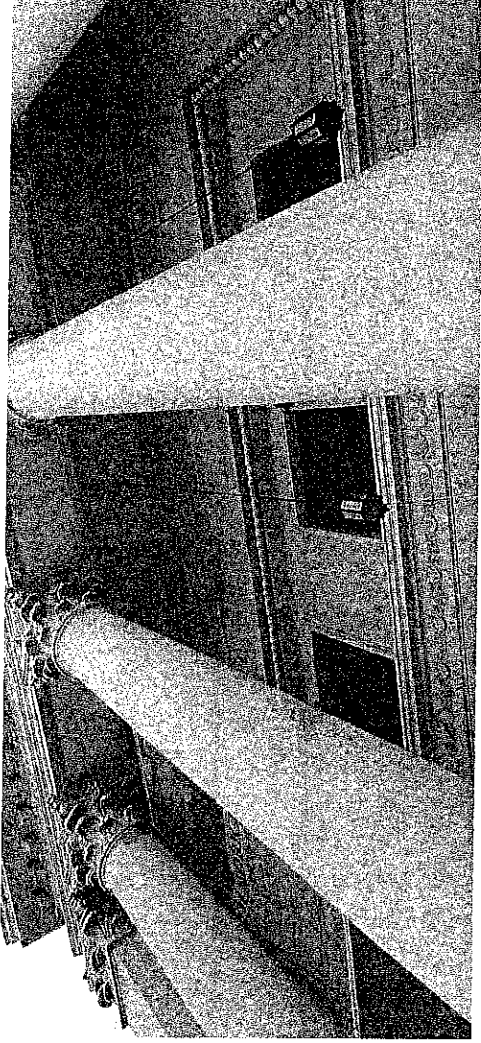
1. EXTERIOR REPAINTING OF MAIN BUILDING (including Parapet Walls):

Repainting of exterior perimeter walls only including architectural details such as the pediment, entablature, columns, cornices, etc.

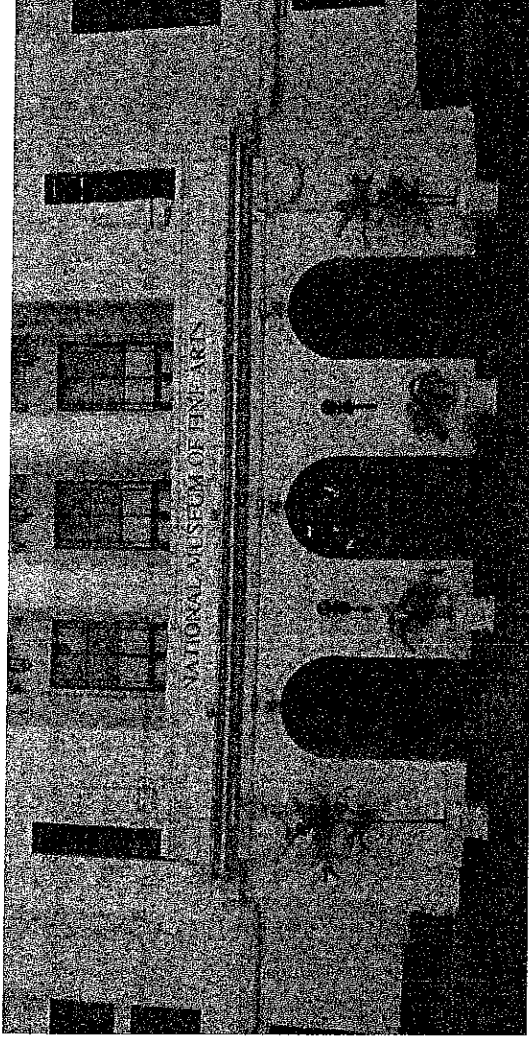




b. Courtyard, GF-5F (3,611.79 sq.m)



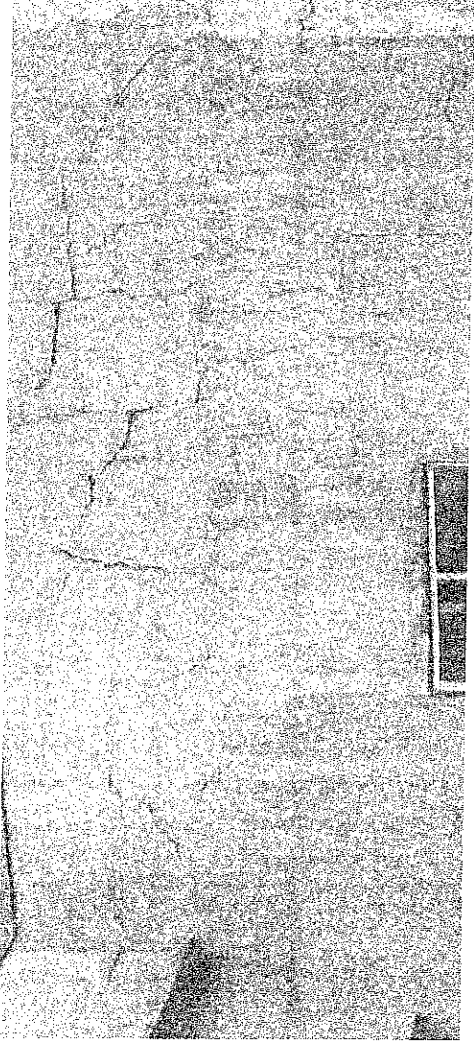
c. Columnnade at Main Entrance along P. Burgos (314.92 sq.m)



d. Portico along Taft Entrance (674.56 sq.m)

2. REPAIR OF WALL CRACKS WITH CONCRETE EPOXY INJECTION

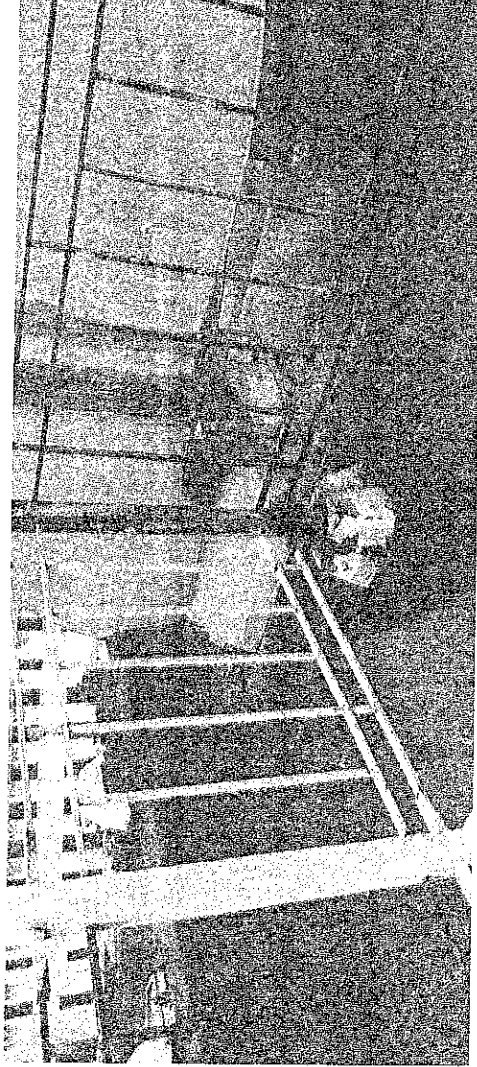
- a. Courtyard, GF-5F (including parapet walls)- est 5% of total wall surface



C. NATIONAL MUSEUM OF ANTHROPOLOGY:

1. REPAINTING OF NMA RAILINGS

- a. Roof deck area (292.94 sq.m)



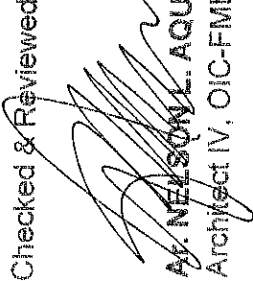
II. NOTE

All works shall be read in conjunction with the working drawings, any discrepancy shall be timely coordinated with the National Museum of the Philippines- Facilities Management Division.

Prepared by:


MARVIN M. BELGICA
Architect III, FMD

Checked & Reviewed by:


Ar. NELSON L. AQUINO
Architect IV, OIC-FMD

Recommending Approval:


ATTY. MA. ROSENNE M. FLORES-AVILA
Deputy Director General for Administration

Approved by:


JEREMY BARNES, CESO III
Director-General

Section VII. Bill of Quantities

CONTRACTOR'S LOGO

Project: EXTERIOR REPAINTING OF NMFA & NMA BUILDINGS
Location: Rizal Park, Ermita, Manila
Duration: 90 Calendar days

Project No. SUP-MCOE 2021-5021304001
Date Prepared: June 07, 2021

DETAILED APPROVED BUDGET FOR THE CONTRACT

ITEM	DESCRIPTION	QUANTITY	UNIT	ESTIMATED DIRECT COST (EDC)				INDIRECT COST (IC)	TOTAL COST
				MATERIAL		LABOR			
				Unit Cost	Total Cost	Unit Cost	Total Cost		
A. GENERAL REQUIREMENTS									
	1. Mobilization/ Demobilization	1.00	lot						
	2. TEMFACIL (includes warehousing & utility consumption)	60.00	sq.m						
	3. Safety, Security & Housing (basic PPE & Covid-19 safety)	90.00	CD						
	4. Project Signage (8' x8')	1.00	set						
	5. Supply & installation of 2.40m high board-up	899.69	sq.m						
	6. Equipment (rental)								
	a. Scaffolding	369.00	sets						
	b. Pressure water sprayer (for surface preparation)	6.00	units						
	c. Epoxy injection pump machine (for repair of cracks)	3.00	units						
TOTAL A. GENERAL REQUIREMENTS									

B. NATIONAL MUSEUM OF FINE ARTS									
B.1	EXTERIOR REPAIRING-NMFA MAIN BUILDING (including portico, pediment & other architectural elements)	11,054.46	sq.m						
	A. Perimeter Walls, GF- 5F (including parapet walls)								
	a. Sanding paper	5.00	rolls						
	b. Scraper	20.00	pcs						
	c. Putty knife	20.00	pcs						
	d. Paint remover	134.00	gals						
	e. Primer (1 coat)	369.00	gals						
	f. Elastomeric Top coat (2 coats)	738.00	gals						
	g. Elastomeric Putty	738.00	gals						
	h. 2" paint brush	10.00	pcs						
	i. 4" paint brush	10.00	pcs						
	j. Roller brush set (refil, extension pole & tray set)	10.00	pcs						
	B. Courtyard, GF-5F (including parapet walls)	3,611.79	sq.m						
	a. Sanding paper	3.00	rolls						
	b. Scraper	20.00	pcs						
	c. Putty knife	20.00	pcs						

Prepared by:

FORM 100-01 (005)

TOTAL C. NATIONAL MUSEUM OF ANTHROPOLOGY									
	d. Paint remover	45.00	gals						
	e. Red oxide primer (1 coat)	20.00	gals						
	f. Elastomeric Top coat (1 coat)	20.00	gals						
	g. Wire brush	20.00	pcs						
	h. 2" paint brush	10.00	pcs						
	i. 4" paint brush	10.00	pcs						

*Section VIII. Checklist of Technical and
Financial Documents*

Components of Bid Proposal

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE (FIRST ENVELOPE)

Class "A" Documents

Legal Documents

- ☐ 1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ 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
- ☐ 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
- ☐ Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ 2. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- ☐ 3. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; and
- ☐ 4. 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
- ☐ 5. 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

Project Requirements, which shall include the following:

- ☐ 6. Organizational chart for the contract to be bid; and
- ☐ 7. 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;
and
- ☐ 8. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership

or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and** ☐ 12. 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.

☐ 13. Bid Bulletin/s, if any;

☐ 14. Photocopy of the Official Receipt of the Bidding Documents;

Financial Documents

☐ 15. 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**

☐ 16. The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

☐ 17. 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 (SECOND ENVELOPE)

☐ 1. Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

☐ 2. Original of duly signed Bid Prices in the Bill of Quantities; **and**

☐ 3. 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**

☐ 4. Cash Flow by Quarter.

Note: Please provide us e-copy of all Eligibility, Technical and Financial Components of the Bid Proposal save in a compact disc.

ANNEX “A”

PACKAGING AND LABELLING INSTRUCTIONS

1. Two Envelope System

The ORIGINAL - TECHNICAL COMPONENTS requirements stated below shall be enclosed into a folder, same as with the ORIGINAL - FINANCIAL COMPONENTS requirements which will also be done in a separate folder. These two (2) folders shall be placed into separate envelope forming the **Two-Envelope System**.

Envelope 1 : Technical Components (see attached listing)
Envelope 2 : Financial Components (see attached listing)

2. The First Envelope, ORIGINAL - TECHNICAL COMPONENTS and the Second Envelope, ORIGINAL - FINANCIAL COMPONENTS should be sealed in an outer envelope marked as ORIGINAL BID. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ - FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____”, respectively. The First and Second envelope should be produced into three (3) copies marked as Copy No. 1 , Copy No. 2 and Copy No. 3.

3. All four (4) envelopes, Original, Copy No. 1, Copy No. 2 and Copy No. 3, shall be enclosed in a single envelope referred to as the **Mother Envelope**.

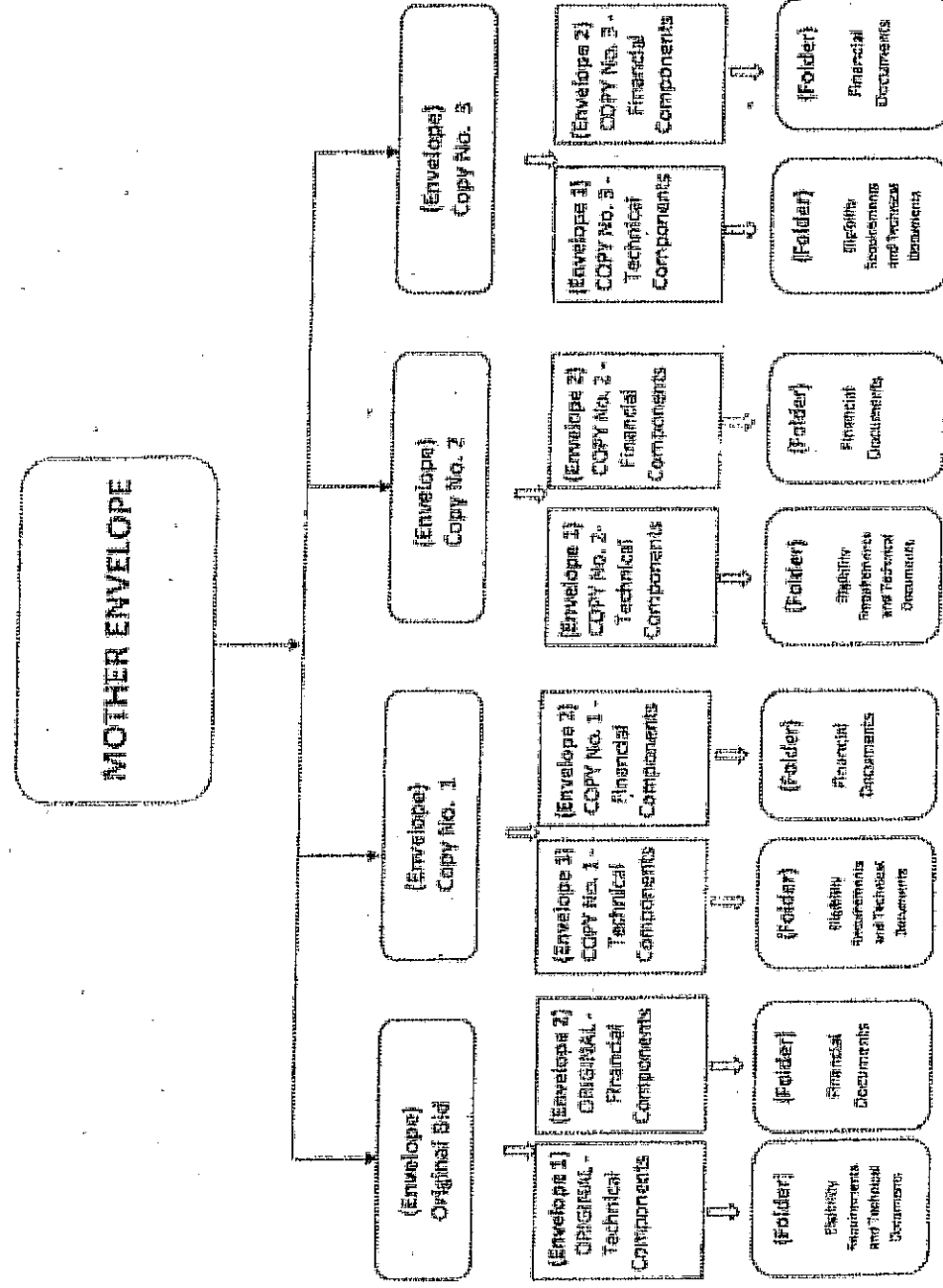
4. All documents must be marked with **Ear tabs**. There must be a Table of Contents indicating all the documents to be submitted per folder.

5. All envelopes should properly be **sealed, signed and labelled**. The folders should also be be labelled properly.

6. All copies must be **Certified True Copy** and signed.

TO: ATTY. MA. ROSENNE M. FLORES-AVILA Chairperson Bids and Awards Committee National Museum of the Philippines Padre Burgos Avenue, ermita Manila	FROM: Name of Company Address & Telephone Number Reference No.
Project Title Location	
Do not Open Before: date and time of the Submission and Opening of Bids	

PACKAGING AND LABELING INSTRUCTIONS (DIAGRAM)



Annex B Bidding Form

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

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- c. Performance Security;

- d. Notice of Award of Contract and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Name of Supplier]

[Insert Procuring Entity]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

Blacklisting:

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*
[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of __, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

[If used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or

- b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of

issued GPPB guidelines¹ for this purpose;

- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity]/.
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

¹ currently based on GPPB Resolution No. 09-2020