



**PAMBANSANG MUSEO NG PILIPINAS**  
**NATIONAL MUSEUM OF THE PHILIPPINES**

**BIDDING DOCUMENTS**

**FOR THE LEASE OF  
RESTAURANT  
COMPLEX IN THE  
NATIONAL MUSEUM  
COMPLEX  
Rizal Park, Manila**

*(Reference No. NMP SBAC No. 2021-01)*

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



**PAMBANSANG MUSEO NG PILIPINAS**  
**NATIONAL MUSEUM OF THE PHILIPPINES**

**INVITATION TO BID**  
**LEASE OF RESTAURANT COMPLEX IN THE NATIONAL MUSEUM COMPLEX**  
**Rizal Park, Manila**

1. The NATIONAL MUSEUM OF THE PHILIPPINES (NMP) invites bid proposals for the lease of Restaurant Complex in the National Museum Complex, Rizal Park, Manila on an "As-Is-Where-is" basis.
2. Prospective Bidders may obtain further information from the National Museum of the Philippines Special Bids and Awards Committee (NMP-SBAC) and inspect the Bidding Documents at the address given below during 9:30 A.M. to 2:30 P.M., Mondays to Fridays (except Saturdays, Sundays and holidays).
3. A complete set of Bidding Documents may be acquired by interested Bidders starting on **May 25, 2021** (except Saturdays, Sundays and holidays) from the given address and website(s) below and upon payment of a non-refundable fee for the Bidding Documents in the amount of **Thirty Thousand Pesos (P 30,000.00)**.

It may also be downloaded free of charge from the website of the NMP ([www.nationalmuseum.gov.ph](http://www.nationalmuseum.gov.ph)), provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

4. The NMP will hold a **Pre-Bid Conference** on **June 2, 2021 at 10:30 a.m.** at the Old Civil Service Building, National Museum of the Philippines, Padre Burgos Street, Manila, which shall be open to prospective bidders.
5. Bids must be duly received by the NMP-SBAC Secretariat at the office address below, on or before **June 14, 2021 at 9:30 a.m.** All Bids must be accompanied by the required bid security. **Late bids shall not be accepted.**

**Bid opening** shall be on **June 14, 2021 at 10:30 a.m.** at the 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.

6. The NMP 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 without thereby incurring any liability to the affected bidder or bidders.
7. For further information, please call:

Special Bids and Awards Committee  
2<sup>nd</sup> Floor, SBAC Room, North Annex Building (Motorpool),  
National Museum Fine Arts Building,  
Padre Burgos Street, Manila  
Tel No. 290-1100 Local 1014

(SGD)

**ATTY. MA. ROSENNE M. FLORES-AVILA**  
SBAC Chairperson

## ***Section II. Terms of Reference***



**PAMBANSANG MUSEO NG PILIPINAS  
NATIONAL MUSEUM OF THE PHILIPPINES**

**TERMS OF REFERENCE (TOR)**

**FOR THE LEASE OF RESTAURANT COMPLEX IN THE NATIONAL MUSEUM COMPLEX  
Rizal Park, Manila**

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NAME OF BIDDER / COMPANY

CONFORME:

**1. PROJECT RATIONALE**

- 1.1 **The National Museum of the Philippines (NMP) and the National Museum Complex in Rizal Park, Manila (NM Complex).** The NMP manages the NM Complex, which consists of the NMP's central museum buildings as well as surrounding grounds covering an area that includes the eastern portion of Rizal Park. The NM Complex is envisioned as providing for all the institutional needs of the NMP and its facilities located therein, including amenities, conveniences and operations for the use and enjoyment of the general public that complement and enhance the mission of the agency and the experience of museum visitors.
- 1.2 **Objective of the Transaction.** The NMP wishes to consider bids for the lease of the **RESTAURANT COMPLEX** located within the NM Complex at the corner of T. M. Kalaw Street and Maria Orosa Streets in Rizal Park, Manila on an "AS-IS, WHERE-IS" basis.
- 1.3 **Relevant Laws.** This transaction is being carried out pursuant to the provisions of Republic Act No. 11333, Government Accounting and Auditing Manual (GAAM Vol. 1) Section 531 and 533 and other government rules and regulations.

**2. BACKGROUND OF THE RESTAURANT COMPLEX**

- 2.1 The **RESTAURANT COMPLEX** forms part of the NM Complex managed and operated by the NMP, a national government agency governed by its Board of Trustees and headed by its Director-General.

The **RESTAURANT COMPLEX** covers a total area of 1,889.07 square meters, comprising the following three (3) main components: 1) a main building that serves as the restaurant proper, with a drive-through service facility, of one story, with an area of 479.36 square meters; 2) an annex building that serves as a function hall, of one story, with an area of 147.42 square meters; and 3) an open parking area with an area of 1,262.29 square meters. (Tabulated in item 3.2).

A Vicinity Map and Floor Plan of the Property are attached as Annexes "A" and "B".

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**2.2 Management of the RESTAURANT COMPLEX.** The **RESTAURANT COMPLEX**, forming part of the NM Complex, is managed by the NMP as provided for by Republic Act No. 11333 and the Memorandum of Understanding between the NMP and the National Parks Development Committee (NPDC) dated October 16, 2020.

**2.3 Uses for the RESTAURANT COMPLEX.** The allowable use of the **RESTAURANT COMPLEX** shall be limited to a restaurant, including a quick service or fast food restaurant.

**2.4 Status of the RESTAURANT COMPLEX.** The **RESTAURANT COMPLEX** is presently occupied, and is being operated as Jollibee Rizal Park.

**2.5 Restrictions on the RESTAURANT COMPLEX.** The development of the **RESTAURANT COMPLEX** shall strictly comply with Republic Act No. 11333, all pertinent rules, regulations or guidelines issued by the NMP and all other pertinent laws and government standards, such as but not limited to, the National Building Code, the Fire Code, the National Structural Code, Philippine Environment Code and other relevant laws, rules, regulations and issuances of the agencies of the National Government both existing and in the future.

No structure, including walls, fences, light or other fixtures, steps and paving shall be erected, altered, restored, moved or demolished on the property of the **RESTAURANT COMPLEX** without the written approval of the NMP.

**3. ACCEPTABLE BID PRICE AND MODE OF DISPOSITION**

**3.1 Lease Period.** The NMP intends to enter into a Contract of Lease for a period of TWO (2) YEARS, renewable at the option of both parties for additional periods of ONE (1) YEAR up to a maximum total period of FIVE (5) YEARS.

**3.2 Lease Payments.** The Winning Bidder agrees to pay a Minimum Acceptable Monthly Rental Fee for the **RESTAURANT COMPLEX** amounting to Seven Hundred and Fifty Pesos (P750.00) per square meter per month relative to the main building and the annex building, and Three Hundred and Twenty-Five Pesos (P325.00) per square meter per month relative to the open parking area, or a total of Eight Hundred Eighty Thousand Three Hundred Twenty-Nine Pesos and Twenty-Five Centavos (P880,329.25) tabulated below, exclusive of Value-Added Tax (VAT) and other applicable government taxes, payable every 5<sup>th</sup> day of the month to which the rental applies.

**Minimum Acceptable Monthly Rental Fee**

| Particular         | Area            | Amount per Square meter | Sub-Total             |
|--------------------|-----------------|-------------------------|-----------------------|
| Main building      | 479.36          | Php 750.00              | Php 359,520.00        |
| Annex building     | 147.42          | 750.00                  | 110,565.00            |
| Open parking       | 1,262.29        | 325.00                  | 410,244.25            |
| <b>Grand Total</b> | <b>1,889.07</b> |                         | Php <b>880,329.25</b> |

The Winning Bidder shall be liable for and be responsible for the payment of all applicable national and local taxes, fees and charges arising from the Contract of Lease, including but not limited to VAT, documentary stamp taxes, and real property taxes, building permit fees and business permit fees on the Property and any improvements it will introduce into the Property. Likewise, all fees relative to its operations such as food safety permits, annual electrical and mechanical inspection permits, etc. shall be borne by the Winning bidder.

If, for any reason, the monthly rental is not paid on the 5<sup>th</sup> day of the month, a Penalty of 2% of the monthly rental shall be charged by the NMP per month of delay or a proportional fraction thereof until the rental is paid in full.

Non-payment of rental for three (3) consecutive months shall authorize the NMP to terminate the lease and close the Property. In such eventuality, the NMP shall give the lessee a five (5) day written notice of such termination.

**3.3 Advance Rental.** Upon signing of the Contract of Lease, the winning bidder shall pay an advance rental equivalent to two (2) months.

**3.4 Security Deposit.** Upon signing of the Contract of Lease, the Winning Bidder shall pay a security deposit equivalent to four (4) months rental, which shall answer for damages in the **RESTAURANT COMPLEX** that may be incurred as a result of the Winning Bidder's violation of the provisions of the contract. It is understood, however, that the Winning Bidder's liability for such breach of obligation under the contract is not limited to the said sum but it shall be liable for such other penalties provided for under the contract or existing laws. The security deposit shall also answer for unpaid rentals, utility bills, and charges at the termination or expiration of the lease without prejudice to the provisions on Payment of Utilities and Services. The security deposit shall be refunded to the Winning Bidder at the expiration of the lease and after deducting the costs of damage, unpaid rentals, utility bills and charges, and other amounts chargeable against it.

The security deposit shall be forfeited in favor of the NMP when the following conditions occur:

3.4.1 If the Winning Bidder fails to operate within the **RESTAURANT COMPLEX** for a period of sixty (60) days after the signing of the contract of lease;

3.4.2 In case of abandonment/non-operation of the **RESTAURANT COMPLEX** for a period of thirty (30) days;

3.4.3 If the Winning Bidder pre-terminates the Contract of Lease without justifiable cause or fault on the part of the NMP.

3.4.4 Grace Period - There is a moratorium/mobilization period of one (1) month from the effectivity of the Contract of Lease. During which period no rental shall be charged to the Winning Bidder unless the winning bidder commences operation

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prior to the expiration of the one (1) month period, in which case, the rental shall accrue.

**3.5 Operational Restrictions due to Public Emergency.** In the event that a state of public emergency, or any legal equivalent, is proclaimed by the pertinent government authority, which imposes mandatory restrictions on the ability of the Winning Bidder to carry out regular operations within the **RESTAURANT COMPLEX** for a period of more than seven (7) days, the temporary deferral and/or reduction in the lease payment/rental fee, to the extent mutually considered reasonable or appropriate, may be applied for by the Winning Bidder for the consideration and approval of the NMP, to cover the period where the said mandatory restrictions are in effect.

#### **4. KEY RESPONSIBILITIES OF THE PARTIES**

**4.1 Key Responsibilities of the Winning Bidder.** The Winning Bidder shall:

4.1.1 Strictly comply with the terms and conditions of the Contract of Lease to be executed between the NMP and the Winning Bidder and maintain all warranties and representations in good standing for the duration of the contract period.

4.1.2 Submit to the NMP the Proposed Plan for the **RESTAURANT COMPLEX**, together with the other bid documents on the deadline for the submission of bids:

The Proposed Plan shall contain the following information:

- 4.1.2.1 Proposed use of the **RESTAURANT COMPLEX**;
- 4.1.2.2 Conceptual design, features and amenities;
- 4.1.2.3 Timetable, including major development milestones;
- 4.1.2.4 Schedule of capital investments (if any); and
- 4.1.2.5 Estimated total development cost.

4.1.3 Strictly comply with the permitted land use and the development restrictions for the **RESTAURANT COMPLEX** as set forth in these Terms of Reference.

4.1.4 Pay, at its sole account, all applicable taxes, licenses, fees and charges due on the lease transaction, the **RESTAURANT COMPLEX** and its improvements, and those that may be imposed by law during the entire term of the Contract of Lease.

4.1.5 Undertake, at its sole cost, on-site development and provide utilities subject to the approval of NMP to the **RESTAURANT COMPLEX** in accordance with law, rules and regulations, at the Winning Bidder's own cost.

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- 4.1.6 Undertake at its own cost the maintenance of the **RESTAURANT COMPLEX** in compliance with the standards prescribed by the NMP.
- 4.1.7 Assist in the promotion of the NMP and the NM Complex.
- 4.1.8 The Winning Bidder shall, at all times during the term of the contract and at its expense, secure and maintain insurance policies covering its fixtures, equipment, and stock-in-trade within the premises, in an amount not less than eighty percent (80%) of their actual combined replacement value.
- 4.1.9 Secure all the permits and licenses and pay all taxes and/or fees incidental to the operation of the business conducted in the leased premises and to observe and comply with all laws, regulations and ordinances pertinent to the operation of the **RESTAURANT COMPLEX** and to any effects or articles that the Winning Bidder may have in its possession.
- 4.1.10 Assume responsibility for all injury and damage which may be caused to the person or property of its employees, of third persons who are in the **RESTAURANT COMPLEX** and further binds himself to hold the NMP free and harmless from any claim for loss, injury or damage due to any cause whatsoever.
- 4.1.11 Assume full responsibility for all acts and omissions committed by persons working in the **RESTAURANT COMPLEX**.
- 4.1.12 Maintain the **RESTAURANT COMPLEX** and its surroundings in a clean and sanitary condition in compliance with existing rules and regulations implemented by the Manila City Government and by the NMP. Ensure compliance with environmental laws especially pertaining to but not limited to waste disposal, maintenance of grease traps, regular declogging system of sewage system, etc.
- 4.1.13 Refrain from obstructing sidewalk entries, internal passages, corridors, staircases and stairways and avoid using the same for the display of its wares or from any other purposes except for entrance, exit and passage.
- 4.1.14 Refrain from bringing into or store within the **RESTAURANT COMPLEX** inflammable goods, combustible articles, explosive objects or other articles which may expose the premises to fire. Nor shall the Winning Bidder bring into or install in the Property any apparatus, machinery or equipment that may cause obnoxious odors, noise, tremors or any article which the NMP may prohibit.
- 4.1.15 Comply with all regulations that may be issued by the NMP from time to time for its lessees in general. The Winning Bidder shall represent the **RESTAURANT COMPLEX** during the period of lease in all regular inspections of the local &

national government such as Building officials, DENR, Food Safety inspections, etc.

- 4.1.16 Upon expiration or termination of the lease term, transfer the management of permanent structures, facilities and other improvements introduced on the property of the **RESTAURANT COMPLEX** to the NMP.
- 4.1.17 The Winning Bidder shall pay at its exclusive expense, the consumption of water, electricity and other utility services including surcharges (if any).
- 4.1.18 The business to be conducted in the **RESTAURANT COMPLEX** shall absolutely and exclusively belong to the Winning Bidder and it shall have at all times its business permit and other permits and licenses conveniently displayed in the leased premises. The Winning Bidder shall directly manage the business conducted in the **RESTAURANT COMPLEX**.
- 4.1.19 The Winning Bidder shall use the leased property of the **RESTAURANT COMPLEX** as awarded, and it has examined and found the leased property suitable for the business being proposed. In no case shall the Winning Bidder divert the premises of the **RESTAURANT COMPLEX** to other uses or purposes without the prior written consent of the NMP.
- 4.1.20 The Winning Bidder is strictly and absolutely prohibited from using the leased property of the **RESTAURANT COMPLEX** for sleeping and/or dwelling purposes, such as but not limited to the washing of clothes therein. Should at any time during the term of the lease, the premises are used for other purposes, the NMP shall have the right at its option to (a) terminate the contract, (b) order the cessation of unauthorized activities, without prejudice to its other rights provided for by law, and (c) impose a fine of One Thousand Pesos (P1,000.00) per day of violation until the order has been complied with.
- 4.1.21 The Winning Bidder shall not sell, convey, assign or otherwise transfer its leasehold rights over the **RESTAURANT COMPLEX**, nor under any circumstances, mortgage the same or enter into a partnership with any other person or entity in connection with the occupancy and/or ownership of the goods therein. Neither shall the Winning Bidder sublease, allow or permit the **RESTAURANT COMPLEX** to be occupied in whole or in part by any other person, firm or corporation. Any contract executed in violation of this provision shall be null and void. It is further expressly agreed that if, at any time during the lease, the Winning Bidder shall violate this provision, the NMP shall have the right to unilaterally and extra-judicially rescind this contract without prejudice to its other rights provided for under this contract or by law. It is expressly understood and agreed that the nature of the occupancy of the **RESTAURANT COMPLEX**, and the experience and capability of the Winning Bidder are the special considerations for granting the lease by the NMP.

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CONFORME:

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- 4.1.22 The Winning Bidder expressly acknowledges and agrees that the leased property of the **RESTAURANT COMPLEX** is in good and tenantable condition.

For the duration of the contract, the Winning Bidder shall make repairs or undertake those works necessary for the preservation or beautification of the **RESTAURANT COMPLEX**. The Winning Bidder shall not introduce any fixed or permanent improvements or alterations without the written consent of the NMP. Such improvements shall not be removed if such removal would result in damage to the premises.

Fixed and permanent improvements shall become part of the NMP's property without responsibility on the part of the NMP to reimburse the Winning Bidder with the total cost of improvement. The cost of upkeep and ordinary repairs and improvements shall be for the account of the Winning Bidder. For this purpose, ordinary repairs are those repairs made for the preservation of the leased property of the **RESTAURANT COMPLEX** which may be damaged or need repair due to ordinary wear and tear or due to passage of time. Major repairs of the premises shall be for the account of the NMP. Major repairs are those repairs that will prolong the usefulness of the leased premises, and which are more or less permanent in nature.

The Winning Bidder shall repair promptly at its own expense any damage to the premises or any other improvement caused by the bringing in of property into the premises for its use, except if said damage is due to the fault of the NMP. The Winning Bidder shall notify the NMP immediately of any damage to the premises or its appurtenances as well as any occupation or usurpation, which may be committed or threatened to be committed on the premises.

- 4.1.23 Comply with the other rules and regulations of the NMP that may be issued from time to time relative to the operation in the leased property of the **RESTAURANT COMPLEX**.

**4.2 Key Responsibilities of NMP.** The NMP shall;

- 4.2.1 Give the Winning Bidder the sole right to lease, develop, operate and manage the Property, subject to the restrictions and terms and conditions of the agreements entered into between the NMP and the Winning Bidder.
- 4.2.2 Deliver possession of the Property to the Winning Bidder, on an "AS-IS, WHERE-IS" basis, upon the execution of the Contract of Lease.
- 4.2.3 Assign a monitoring officer/team that will periodically check compliance specially cleanliness, environment compliance, security check, etc.

**5. BIDDING PROCEDURE**

**5.1 Cost of Bid Documents.**

The prospective bidder may purchase the bid documents in the amount of Php 30,000.00 per set. The set contains the following:

- 5.1.1 Terms of Reference
- 5.1.2 Draft Contract
- 5.1.3 Checklist of Documents
- 5.1.4 Certificate of Site Inspection
- 5.1.5 Certificate of No Relationship
- 5.1.6 Bid Schedule of Rates Form

**5.2 Responsibilities of Bidders.**

The prospective bidder must ensure that all documents are true and correct. Any misrepresentation, falsification in the bid documents shall be a cause of forfeiture of the bid proposals and shall disqualify the bidders from participating in the bid.

**5.3 Pre-bid Conference.**

Pre-bid conference is scheduled on June 2, 2021 at 10:30 A.M., Old Civil Service Building, National Museum of the Philippines, Padre Burgos Street, Manila.

**5.4 Requests for Clarifications.**

Any or all clarifications pertaining to the bid documents as listed in item 5.1 above shall be raised during the Pre-bid Conference. Otherwise, written request for clarifications can be emailed or forwarded to the SBAC through its Secretariat (two) 2 days prior to the scheduled issuance date of Bid Bulletin

**5.5 Submission of Bids.**

Submission of bid is scheduled on June 14, 2021 at 9:30 A.M., Old Civil Service Building, National Museum of the Philippines, Padre Burgos Street, Manila.

**5.6 Eligibility Check, Evaluation of Bids and Selection of Winning Bidder.**

**5.7 Presentation of Proposed Plan by the Prospective Bidder/s.**

**5.8 Evaluation of Bids.**

**5.9 Post-qualification.**

**5.10 Waiver of Defects.** The NMP reserves the right to waive any minor defect in the bids, and accept the offer it deems most advantageous to the government.

**5.11 Award.** A Notice of Award shall be issued to the Winning Bidder, inviting the Winning Bidder to execute the Contract of Lease within the period specified in the Notice of Award.

**6. OTHER MATTERS**

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**6.1 Amendments.** The information and/or procedures contained in these Terms of Reference may be amended or replaced at any time, at the discretion of the SBAC, subject to the approval of the Director-General of the NMP, without giving prior notice or providing any reasons therefor. Should any of the information and/or procedures contained in these Terms of Reference be amended or replaced, the SBAC shall inform all Bidders of such amendments by way of Bid Bulletins. Only amendments, supplements or clarifications to these Terms of Reference that are set down in writing and circulated to proponents by the SBAC shall be relied upon as authorized. It shall be the obligation of all Bidders to ensure that they are informed of any amendments to these Terms of Reference. All Bidders are requested to inform the NMP of their contact persons as well as contact telephone numbers and e-mail addresses. In addition, receipt of all Bid Bulletins shall be duly acknowledged by each bidder prior to the submission of bids and shall be so indicated therein.

**6.2 Due Diligence.** The NMP is leasing the Property strictly on an "AS-IS, WHERE-IS" basis. Each prospective Bidder shall be solely responsible for its own due diligence of all matters relating to this and the Property, which may affect its valuation of the Property or the nature of its proposal. The NMP shall not be responsible for any interpretation or conclusion of the Bidder out of data furnished or indicated in these Terms of Reference and official eligibility and proposal forms, including any addenda, amendments or Bid Bulletins issued by the SBAC.

**6.3 Failure of Bidding.** The NMP reserves the right to declare a failure of bidding in any of the following instances:

- 6.3.1. No bids are received;
- 6.3.2. No Bidder passed the preliminary examination of bids;
- 6.3.3. No Bidder qualified during detailed evaluation of bids;
- 6.3.4. No Bidder passed post-qualification;
- 6.3.5. No qualified Bidder accepted the award or entered into a contract; and
- 6.3.6. The happening of a fortuitous event or any reason beyond the control of the NMP, including but not limited to change in government policy, which prevents the completion of the contract or unduly delays its conclusion shall confer no right of the bidder against the NMP.

**6.4 Appeal.** A Bidder determined as disqualified and/or whose bid has been found non-compliant may file an appeal in writing (Notice of Appeal) to the Director-General of the NMP. The appeal must be filed within seven (7) calendar days from the receipt of notice of disqualification. The Notice of appeal shall be accompanied by a sworn statement and corresponding payment of a nonrefundable appeal fee in the amount of twenty-five percent (25%) of the Bidder's proposed monthly rental in the form of manager's check payable to the NMP.

**6.5 Waiver of Right to Seek Legal Remedies.** The NMP, its Board of Trustees, management, officers, employees, consultants, authorized representatives and personnel shall be held free and harmless from any liability, costs and expenses arising from the participation by the Bidders in this bidding process. All Bidders, in participating in the bidding, waive all rights to seek legal action to prevent the NMP from awarding and executing a contract with the Winning Bidder or against any decision of the NMP in connection with the evaluation, award, suspension or termination of the bidding process.

**6.6 Forfeiture of Bid Security.** Any of the following shall be a ground for the forfeiture of the Bid Security in favor of the NMP:

6.6.1 Any material misrepresentation, error or fraudulent declaration made by the Bidder in the bid documents or any of the required attachments discovered at any time after the preliminary examination of bids;

6.6.2 Withdrawal or modification, whether conditional or otherwise, of the proposal after the deadline for the submission of bids;

6.6.3 Failure or refusal of a Winning Bidder to enter into a Contract of Lease with the NMP within the prescribed period;

6.6.4 Any judicial or extrajudicial action by the Winning Bidder that shall delay the execution of the Contract of lease and/or its compliance with its obligations as set out in these Terms of Reference; and

6.6.5 Any circumstance or reason that provides the NMP reasonable and valid basis to believe that the Bidder is or has been rendered incapable of completing its obligation, as proposed.

The decision of the Administrator shall be final.

**6.7 Anti-corruption Policy.** The Bidders shall not offer or give, directly or indirectly, any amount, benefit or advantage to any trustee, manager, officer, employee, consultant or authorized representative/personnel of the NMP. Violation of this policy shall be a ground for disqualification or revocation of the award, if any, without prejudice to damages that the NMP may recover for any loss or damage that may result therefrom.

**6.8 Qualifications and Waivers.** The NMP reserves the right to reject any or all bids without assigning any reason whatsoever, and its decision shall be final. The NMP reserves the right to review all relevant information affecting the Bidder or the proposal before the execution of the Contract of Lease. The NMP may disqualify the Bidder or suspend/terminate the bidding process or declare a failure of bidding should such review uncover any misrepresentation, error, mistake or fraud in any of the submitted documents or information or evaluation which affects the substance of its proposal.

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The NMP reserves the right to waive any minor defects in the bids, and accept the offer it deems most advantageous to the government. The NMP further reserves the right to terminate the bidding at any time prior to the signing of the Contract of Lease and to call for a new bidding under amended rules, without any liability whatsoever to any Bidder. In case the bidding is terminated, the NMP shall return any Bid Security to the Bidder.

**6.9 Interpretation of Documents.** These Terms of Reference and all its Annexes have been crafted with a view toward fair, transparent and competitive bidding of the subject property of the **RESTAURANT COMPLEX**. Any ambiguity in, or conflict between these Terms of References and its Annexes shall be resolved toward fulfilling the intent of this transaction, as determined by the NMP.

APPROVED BY:

(SGD)  
JEREMY R. BARNS  
Director-General



***Section III. Checklist of Technical and  
Financial Documents***

## CHECKLIST OF BID DOCUMENTS

| No.  | Documents  | Remarks |
|--|--|---------|
| <b>FIRST ENVELOP - ELIGIBILITY DOCUMENTS</b> |  |         |
| 1  | Valid Registration Certificate from DTI or SEC (updated/renewed)   |         |
| 2  | Valid Mayor's/Business permit issued by the city or municipality where the principal place of business of the bidder is located  |         |
| 3  | Duly notarized Eligibility Statement   |         |
| 4  | Board Resolution or Secretary's Certificate or Letter of Authority (Single Proprietorship) of the Bidder expressly authorizing its participation in the bidding process, and appointing its authorized representative/s for this purpose.  |         |
| 5  | Bidder's Company Profile including its ownership structure and percentages of ownership, authorized and paid up capital, the stockholders and their respective shareholdings the Board of Directors and the management team<br><br>Attached a detailed list of business experience and location of existing business.  |         |
| 6  | Latest financial statements (Income Statement and Balance Sheet duly filed and received by the BIR.<br><br>Attached the Latest Annual Income Tax Return filed and received by the Bureau of Internal Revenue.  |         |
| 7  | Bidder's Description of the Proposed Business<br><br>Conceptual Development Plan of the proposed business  |         |
| 8  | Certificate of No Relation to Officials  |         |
| 9  | Certificate or Affidavit of Site Inspection  |         |
| 10   | Duly Signed Terms of Reference   |         |
| 11   | Bid Bulletin, if any.  |         |
| <b>SECOND ENVELOP - FINANCIAL BID</b>        |  |         |
| 1  | Financial Bid Letter/Proposal  |         |
| 2  | The bid security shall be any of the following forms and amounts:<br><ul style="list-style-type: none"> <li>a. The amount of not less than (Php 30,000.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit: or</li> <li>b. The amount of not less than (Php 150,000.00), if bid security is in Surety Bond. Under the name of the National Museum of the Philippines, payable upon demand.</li> </ul> |         |

***Section IV. Packaging and Labeling  
Instructions***

## PACKAGING AND LABELLING INTRUCTIONS

1. Two Envelope System

The ORIGINAL - ELIGIBILITY 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 : Eligibility Components (see attached listing)  
Envelope 2 : Financial Components (see attached listing)

2. The First Envelope, ORIGINAL - ELIGIBILITY 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. \_\_\_ - ELIGIBILITY COMPONENT" and "COPY NO. \_\_\_ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. \_\_\_", respectively. The First and Second envelope should be produced into one (1) copy marked as Copy No. 1.
3. All two (2) envelopes, Original and Copy No, 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 labelled properly.
6. All copies must be **Certified True Copy** and signed.

## LABEL IN ALL ENVELOPES AND FOLDERS

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

## ***Section V. Bidding Forms***

## ELIGIBILITY STATEMENT

I, \_\_\_\_\_, of legal age, \_\_\_\_\_, and with  
(Insert name of signatory) (Insert nationality)  
office address at, \_\_\_\_\_ under oath, hereby  
(Insert office address)  
depose and say that:

1. The \_\_\_\_\_ ("*Bidder*") is interested in the bidding for the lease  
(Insert name of Bidder)  
of Restaurant Complex in the National Museum Complex, located at NM Complex at the corner of T. M. Kalaw Street and Maria Orosa Streets in Rizal Park, Manila ("*Property*"). The Bidder's Board of Directors has expressly authorized its participation in the bidding process and has appointed its authorized representative/s for this purpose, as evidenced by the Board Resolution or Secretary's Certificate;
2. I am the \_\_\_\_\_ of the Bidder, duly authorized to  
(Insert Description)  
make this Eligibility Statement for and on its behalf;
3. In compliance with the Eligibility Requirements, the Bidder submits as part of this Eligibility Statement of Company Profile of the Bidder.
4. The Bidder, its parent company or subsidiaries, if any, not been declared in default of its financial or other obligations in any past or current project being undertaken with the National Museum of the Philippines ("*NMP*"), at the time of submission of bids;
5. The bidder has no delinquent tax liabilities in the Philippines, and the Bidder submits as part of the Eligibility Statement the Latest Annual Income Tax Return and Latest Financial Statements (Income Statement and Balance Sheet) duly filed and received by the Bureau of Internal Revenue;
6. The Bidder commits that if awarded the contract for the lease and development of the Property, the Bidder shall use its Conceptual Development Plan for the Property as the basis for preparing the detailed development plan for the Property, showing (a) the preliminary land use and (b) the conceptual design and performance characteristics of the project features and amenities. The bidder commits to ensure that the Conceptual Development Plan shall comply with: (1) the permitted land use, and the development restriction for the Property; (2) the rules, regulations and standards set by the NMP; and (3) all other pertinent government standards such as but not limited to the National Building Code, the Fire Code, the National Structural Code, Philippine Environment Code and other

relevant laws, rules, regulations and issuances of the agencies of the National Government and City of Manila, for the entire duration of the lease period;

7. The Bidder (i) accepts the qualification criteria established by the NMP, (ii) commits to abide by the decisions of the Special Bids and Awards Committee ("*SBAC*"), and (iii) waives of its right to seek legal remedies against the NMP, its Board of Administrators, officers, staff, consultants and authorized representatives/ personnel in connection with this selection process;
8. The Bidder attests that all information presented in this Eligibility Statement and all its attachments and enclosures are true and correct. Any falsity, error, or misrepresentation shall constitute ground for disqualification from this bidding or revocation of award as determined by the SBAC;
9. The Bidder has not given or offered, and it will not give or offer, directly or indirectly, and bribe or other improper payment or advantage to any Directors, Officers, staff, consultants and authorize representative/personnel of the NMP, or engage in any of the acts prohibited under R.A. 3019, otherwise known as the "Anti-Graft and Corrupt Practices Act", as amended. The Bidder acknowledges the violation of any of the foregoing shall be a ground for the disqualification from the bidding or revocation of the award, if any, without prejudice to damages that NMP may recover for any loss or damage that may result therefrom.
10. The Bidder authorizes NMP or its authorized representative to conduct investigation and verification of the statement, documents and information submitted relative to our bid. For this purpose, the Bidder hereby authorizes any public office, or any person of firm to furnish pertinent information deemed necessary and requested by NMP to verify statements and information provided in this statement.

TO ATTEST TO THE TRUTHFULNESS OF THE FOREGOING, I have signed this Eligibility Statement this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, Philippines.

---

Affiant

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021  
affiant exhibiting to me his competent evidence of identity [*e.g. Passport, Driver's  
License, etc.*] \_\_\_\_\_ issued in \_\_\_\_\_, on  
\_\_\_\_\_.

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Book No. \_\_\_\_\_  
Series of \_\_\_\_\_



## BIDDER'S COMPANY PROFILE

### I. General

|   |  |
|---|--|
| 1. Name of Bidder                                   |  |
| 2. Type of Entity                                   |  |
| 3. Place of Incorporation or Registration           |  |
| 4. Year of Incorporation or Registration            |  |
| 5. Brief Description of Business                    |  |
| 6. Principal Place of Business and Contract Details |  |
| 7. Parent Company (If any)                          |  |
| 8. Subsidiaries (if any)                            |  |

### II. Capital and Ownership Structure

|                                    |             |                                     |
|------------------------------------|-------------|-------------------------------------|
| Authorized Capital                 |             |                                     |
| Subscribed Capital                 |             |                                     |
| Paid up Capital                    |             |                                     |
| Net Worth                          |             |                                     |
|                                    |             |                                     |
| Name of Shareholder/s or Partner/s | Nationality | Percentage of shareholding Interest |
|                                    |             |                                     |
|                                    |             |                                     |
|                                    |             |                                     |
|                                    |             |                                     |

### III. Directors and Key Officers

| Name of Director/s or Key Officer/s | Position or Designation |
|-------------------------------------|-------------------------|
|                                     |                         |
|                                     |                         |
|                                     |                         |
|                                     |                         |

The undersigned, hereby, affirms that I am duly authorized by the Bidder to issue this Bidder's Company Profile and on its behalf.

IV. Attached Certified True Copies of Audited Financial Statements (Latest Income Statement and Balance Sheet as duly received by the BIR)

V. Attached a Detailed Experience of the Bidder for the last three (3) years

Submitted for and by authority [*Insert name of the Bidder*]

By:

(Signature)

Name of Authorized Representative



**PAMBANSANG MUSEO NG PILIPINAS**  
**NATIONAL MUSEUM OF THE PHILIPPINES**

Bid Reference Number : NMP SBAC No. 2021-01  
Name of the Project : LEASE OF RESTAURANT COMPLEX IN THE  
NATIONAL MUSEUM COMPLEX Rizal Park, Manila  
Location of the Project : NM Complex at the corner of T. M. Kalaw Street and  
Maria Orosa Streets in Rizal Park, Manila

**SITE INSPECTION CERTIFICATE**

This is to certify that \_\_\_\_\_ has conducted  
(*Name of Bidder*)  
site inspection of the area for lease of Restaurant Complex in the National Museum  
Complex Rizal Park, Manila which is the subject of the bidding.

\_\_\_\_\_  
NMP Authorized Signatory

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

Bid Reference No. \_\_\_\_\_

## **CERTIFICATION**

This is to certify that \_\_\_\_\_ or any of its officer, directors,  
*(Insert the name of bidder)*  
stockholders and members, personnel and staff, is not related to the National Museum of the Philippines, the members of the Special Bids and Awards Committee (SBAC), the Technical Working Group and the SBAC Secretariat, the head of the project management of this project and project consultants, by consanguinity or affinity up to the third civil degree.

This certification is issued as a requirement for the submission of Eligibility Documents to the National Museum of the Philippines.

TO ATTEST TO THE THRUTHFULNESS OF THE FOREGOING, I have signed this certification this \_\_\_\_\_ day of \_\_\_\_\_, 2021 in \_\_\_\_\_, Philippines

\_\_\_\_\_  
Affiant

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

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 2021, affiant exhibiting to me his competent evidence of identity [*e.g. Passport, Driver's License, etc.*] \_\_\_\_\_ issued in \_\_\_\_\_, on \_\_\_\_\_.

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Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

## FINANCIAL BID LETTER

\_\_\_\_\_  
(Insert date)

NATIONAL MUSEUM OF THE PHILIPPINES  
P. Burgost Street, Manila

Ladies and Gentlemen:

In connection with the bidding for the lease of Restaurant Complex in the National Museum Complex located at NM Complex at the corner of T. M. Kalaw Street and Maria Orosa Streets in Rizal Park, Manila, \_\_\_\_\_.

(Insert name of the bidder)

The monthly rental in words and figures offered below is: *[insert information]*;

The undersigned, hereby, affirms that I am duly authorized by the Bidder to make this proposal for and on its behalf.

Submitted for and by authority of \_\_\_\_\_  
(Insert name of the bidder)

By:

\_\_\_\_\_  
(Signature)

Name of Authorized Representative  
(If Corporation, attach Secretary's Certificate)

## ***Section VI. Schedule of Activities***



**PAMBANSANG MUSEO NG PILIPINAS**  
**NATIONAL MUSEUM OF THE PHILIPPINES**

## **SPECIAL BIDS AND AWARDS COMMITTEE**

**Project Name** **FOR THE LEASE OF RESTAURANT COMPLEX IN THE NATIONAL MUSEUM COMPLEX, Rizal Park, Manila**

### **SCHEDULE OF ACTIVITIES**

|                         |   |
|-------------------------|---|
| <b>May 25, 2021</b>     | <b>Posting (Website, General Circulation, and Posting at Conspicuous Places)</b>  |
| <b>June 2, 2021</b>     | <b>Pre-Bidding Conference</b><br>Old Civil Service Building, National Museum of the Philippines, Padre Burgos Street, Manila<br>@10:30 A.M  |
| <b>June 5, 2021</b>     | <b>Deadline for the submission of bidder's written queries.</b>   |
| <b>June 10, 2021</b>    | <b>Issuance of Bid/ Supplemental Bulletin/s, if any. (Website, General Circulation, and Posting at Conspicuous Places)</b>  |
| <b>June 14, 2021</b>    | <b>Submission</b><br>2nd Floor, SBAC Room, North Annex Building (Motorpool)<br>National Museum of Fine Arts Building,<br>@9:30 A.M<br><br><b>Opening of Bids</b><br>Old Civil Service Building, National Museum of the Philippines, Padre Burgos Street, Manila<br>@10:30 A.M<br><br><b>Presentation of Bid Proposal</b><br>@1:30 P.M |
| <b>June 15, 2021</b>    | <b>Bid Evaluation</b>   |
| <b>June 16-18, 2021</b> | <b>Post-Qualification Evaluation (TWG)</b>  |
| <b>June 24, 2021</b>    | <b>Approval of Resolution / Issuance of Notice of Award</b>   |
| <b>June 30, 2021</b>    | <b>Contract Preparation and Signing</b>   |