

PHILIPPINE BIDDING DOCUMENTS

Government of the Republic of the Philippines

CONSTRUCTION OF SEVENTY (70) PERMANENT HOUSING UNITS INTENDED FOR EARTHQUAKE AFFECTED FAMILIES IN M'LANG, COTABATO

REFERENCE NO.: NHAXII-INFRA-2021-009

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



Invitation to Bid
For the
Construction of Seventy (70) Permanent Housing Units
Intended for Earthquake Affected Families in M'lang, Cotabato

1. The National Housing Authority (NHA) – Region XII, through the Corporate Budget approved by the NHA Board for the year 2021 intends to apply the sum of Php 20,265,000.00 being the Approved Budget for the Contract (ABC) to payments under the contract for Construction of Seventy (70) Permanent Housing Units Intended for Earthquake Affected Families in M'lang, Cotabato with Project Identification Number NHAXII-INFRA-2021-009. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The National Housing Authority (NHA) – Region XII now invites bids for the above Procurement Project. Completion of the Works is required within the duration of 180 Calendar Days and shall commence within three (3) days upon receipt of Notice to Proceed. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from NHA – Region XII and inspect the Bidding Documents at the address given below from 8:00am-5:00pm, Mondays to Fridays.
5. A complete set of Bidding Documents may be acquired by interested bidders on July 1, 2021 from given address and website/s below upon showing proof of identity and authority (Special Power of Attorney if Sole Proprietorship or Secretary’s Certificate if Corporation), submission of Letter of Intent (LOI), and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php25,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees at the office address or email address given below.
6. The National Housing Authority (NHA) – Region XII will hold a Pre-Bid Conference on July 8, 2021, 9:00am through videoconferencing/webcasting via Zoom (refer to the link, meeting ID and passcode below), which shall be open to prospective bidders.

<https://zoom.us/j/4093202188?pwd=NnF5V2VSNzZnZDNmQko3c3BpbWZvdz09>

Meeting ID: 409 320 2188

Passcode: robac12

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before July 26, 2021 at 9:00am. 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 15.
9. Bid opening shall be on July 26, 2021, 10:00am at Delia's Bistro Cor. Abad Santos St, & Arellano St., Brgy. Zone III, Koronadal City, South Cotabato. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Late bids shall not be accepted.
10. The National Housing Authority (NHA) – Region XII reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

ROBAC SECRETARIAT

National Housing Authority – Region XII

2/F JYSL Bldg., Cor. Balmores and Arellano Sts., Brgy. Zone II, City of Koronadal, South Cotabato, 9506

E-mail address: robacnha12@gmail.com

Telephone No.: (083) 228 8650 / 520 2478

12. You visit the following websites:

For downloading of Bidding Documents: www.nha.gov.ph / www.philgeps.gov.ph

Date issued: June 30, 2021

Rizalino G. Cabahug
RIZALINO G. CABAHUG

Chairperson
Regional Office Bids and Awards Committee
National Housing Authority – Region XII

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, National Housing Authority (NHA) – Region XII invites Bids for the Construction of Seventy (70) Permanent Housing Units Intended for Earthquake Affected Families in M'lang, Cotabato, with Project Identification Number NHAXII-INFRA-2021-009-Mlang.

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 Php20,265,000.00.

2.2 The source of funding is NG Subsidy.

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.

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. 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.
- 7.4. 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 and/or through video conferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid 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 120 calendar days. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 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	The clauses herein stated correspond to the clauses of Section II. Instruction to Bidders (ITB).		
	The amendments or specific instructions/details in the Instruction to Bidders (ITB) are made in the Bid Data Sheet (BDS). The conditions of the BDS qualify the ITB. In case of conflict, the provisions of BDS shall prevail over the ITB.		
5.2	For the purpose of this clause, similar contracts shall refer to General Building Construction completed within the period of ten (10) years from date of tender as stated in the Invitation to Bid.		
7.1	Subcontracting is allowed. However, the Contractor shall undertake not less than fifty percent (50%) of the contracted work with its own resources.		
10.3	No further instruction.		
10.4	The key personnel must meet the required minimum years of experience set below:		
	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>
	1- Project Manager	At least 3 years working experience in construction	At least 3 years relevant working experience
	1-Project Engineer	Licensed Civil Engineer at least 3 years working experience	Licensed Civil Engineer at least 3 years relevant working experience in building construction
	1-Materials Engineer	Licensed Civil Engineer at least 2 years in materials and quality control, duly accredited by DPWH	Licensed Civil Engineer at least 2 years in material and quality control, duly accredited by DPWH
	1 – Geodetic Engineer	At least 3 years working experience in construction	At least 3 years relevant working experience
	1-Electrical Engineer	Licensed Electrical Engineer at least 3 years working experience	Licensed Electrical Engineer at least 3 years relevant working experience
	1-Safety Officer	Accredited DOLE Safety Officer at least 2 years working experience	Accredited DOLE Safety Officer at least 2 years relevant working Experience
	1 – Sanitary Engineer	At least 2 years working experience in construction	At least 2 years relevant working experience
	1-Construction Foreman	At least 3 years working experience in construction	At least 3 years relevant working experience
10.5	The minimum major equipment requirements are the following:		

	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>
	Plate Compactor	5.0 HP	3 Units
	Water Truck*	1,000 Gallons	1 Unit
	Concrete Vibrator	5.0 HP	3 Units
	Concrete Mixer	1 Bagger	4 Units
	Generator	18HP/25 KVA	1 Unit
	Trailer Truck	38,000 kg	1 Unit
	Hauling Vehicle	2,000 kg	1 Unit
	Backhoe	Bucket size: Atleast 0.1 cu.m	1 Unit
	Bar Cutter	Net Power: 15 HP Maximum cutting Capacity: 25mmØ	1 Unit
	Welding Machine	1.5 HP	1 Unit
	* Intended for delivery and supply of water for concrete mixture.		
12	No further instruction.		
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>The amount of not less than ₱405,300.00 [Two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>The amount of not less than ₱1,013,250.00 [Five percent (5%) of ABC] if bid security is in Surety Bond.</p>		
16	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.</p> <p>All duplicates or reproduced copies must be readable and stamped certified true copies and originally signed.</p>		
19.2	<p>Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>The ABC is EXCLUSIVE of VAT.</p>		
19.2	No further instruction.		
20	No further instruction.		
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.</p> <p>The bidders who uses materials, technology or system as specified in the technical specifications must submit a certified true copy of the Certificate of Accreditation of Innovative Technologies for Housing (AITECH) as part of his bid submission. Likewise, bidders who do not own the technology must submit proof of the contract of supply with the technology proponent.</p>		

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 10.4 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	The clauses herein stated correspond to the clauses of Section V. General Conditions of Contract (GCC).
2	No further instruction.
3.1	<i>The National Housing Authority – Region XII through the Local Government Unit (LGU) shall give possession of all parts of the Site to the Contractor beginning on the date of effectivity of contract until the date of its termination and/or completion.</i>
6	The site investigation reports are for Brgy. Lepaga and for Brgy. New Esperanza, M'lang, Cotabato.
7.2	The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period of fifteen (15) years from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 15 calendar days from the acknowledgement and conformity of the Notice to Proceed by the Contractor.
11.2	The amount to be withheld for late submission of an updated Program of Work is Php30,000.00.
13	The amount of the advance payment shall not exceed 15% of the total contract price and schedule of payment.
14	The first progress payment may be paid by the NHA to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as verified by the NHA Project Office.
15.1	The date by which operating and maintenance manuals and "as built" drawings are required is two (2) weeks after the final completion of the Contract.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is Php30,000.00.

Section VI. Specifications

GENERAL CONDITIONS:

All parts of the constructions shall be STRICTLY in accordance with the approved plans and specifications and to the entire satisfaction of the PROJECT ENGINEER and the OWNERS.

The construction shall conform to all requirements of the National Building Code as well as the local rules and regulations of the Municipality of Mlang, Cotabato.

I. EARTHWORKS

CLEARING THE SITE:

The building site shall be leveled according to the plans and cleared of rubbish, roots and other perishable matters to a suitable subgrade.

All such unsuitable materials shall be removed from the building site and spread uniformly over the areas adjacent to the proposed building or otherwise disposed as directed by the engineer-in-charge of the construction.

LAY-OUT AND STAKING:

All lines and grades in the drawings shall be established prior to any excavation works. Batter boards and reference marks shall be erected at such places where they will not be disturbed during the excavation of the building.

EXCAVATION:

All excavation shall be made to grade indicated in the drawings. Where the site is covered with any kind of fill, the excavation of the footings/slab should be made deeper until the stratum for safe bearing capacity of the soil is reached.

Whenever water is encountered in the excavation process, it shall be removed by bailing or pumping in such method that the surrounding soil particles are not disturbed or removed.

BACKFILLS:

After concrete for foundation is hard enough to withstand pressure resulting from fills, the suitable materials removed from excavations shall be used for backfilling around them.

Backfill shall be placed in layers not exceeding 150 mm (6 inches) in thickness and layers shall be thoroughly compacted by wetting, tamping and rolling.

II. FORMWORKS

FORMS FOR CONCRETE WORKS:

All forms for concrete works shall be properly braced or tied together so as to maintain the concrete position and shapes of the concrete members. Forms shall be constructed sufficiently tight to prevent bulging and seepage of water.

Forms shall not be removed until the concrete has attained sufficient strength to support its own weight and any loads that may be removed earlier than the bottom forms, but additional post or shoring must be placed under the beams (if any) until they have attained their strength.

III. STRUCTURAL WORKS

CONCRETE WORKS:

All concrete works shall be done in accordance with the building code requirements for structural concrete or ACI Code 318-11. Cement to be used shall be Portland cement.

All concrete shall be mixed thoroughly until there is a uniform distribution of the cement and aggregates and should be deposited as nearby as practicable in its final position, care being taken to avoid segregation of the aggregates.

Water to be used for mixing concrete shall be free from injurious amount of oil, acids, alkalis, salts and other organic materials.

PROPORTIONING OF CONCRETE:

The following proportions of concrete mixtures shall be used for the various parts of the building.

Class A (1: 2: 4) concrete mixture shall be used for the slab.

Class A concrete shall be a mixture of 1-part cement, 2 parts fine aggregates and 4 parts coarse aggregates by volume, plus enough clean water to make the mixture into a pliable paste.

The fine aggregates for concrete shall consist of natural and or of inert materials with similar characteristics, having clean, hard and durable grains, free from organic matter or loam.

The coarse aggregates for concrete shall consist of crushed rocks of durable and strong qualities, or clean and hard gravel. Size of coarse aggregates to be used shall vary from 20 mm to 50 mm.

CONCRETE SLABS FLOORS ON FILL:

Concrete slabs on fill shall be poured on a 100 mm thick gravel bed. Each concrete slab coarse to be poured shall be more than one meter wide and each coarse shall be poured

alternately to the indicated floor finish. M10x80 Set Anchor Bolt shall be placed on a poured concrete at a location set by the Project Engineer.

IV. PANEL WORK

Shear Modules and Tensile strength properties are required to be evaluated at the beginning of the program. The design and construction shall conform to the requirements as stated in the Project Drawing or Design. 50T Expanded Polystyrene (EPS) Panel shall be used for the walls and partitions.

Prior to the start of construction, the Contractor shall verify if the slab is constructed with tolerances conforming to the requirements of the project design. The contractor shall also verify if reinforcing dowels and/or utility stub-outs are positioned in accordance with the Project Drawings.

Reinforcement such as M10x80 Set Anchor shall be free from mud, oil or other materials that will adversely affect or reduce the bond between the reinforcement and concrete slab. Reinforcements shall be free from mud, oil or other materials that will adversely affect or reduce the bond between the reinforcement and concrete slab. Reinforcement with rust, mill scale, or a combination of both will be accepted as being satisfactory without cleaning or brushing provided the dimensions and weights, including heights of deformations, of a cleaned sample are not less than that required by Project Drawing specifications covering this reinforcement in this Specification.

50T Expanded Polystyrene (EPS) Panel shall be installed to form the wall and the partition. A C/S 50T U-BAR shall be placed on a hardened concrete at a base of the wall to hold the 5PS Panel. The wall and partition shall be secured by metal screws spaced at 0.50 m vertically and 1.00 m horizontally to hold the panels together.

Combustibility Characteristics - Insulation board is an organic material and is, therefore, combustible. It should not be exposed to flames or other ignition sources. The values obtained by ASTM D 2863 and ASTM E 84/UL523 do not necessarily indicate or describe the fire risk of the materials in end use configuration and are used in this specification primarily to distinguish between insulation formulated with flame retardants and those not so formulated. Molded billets shall be dimensionally stable prior to being cut into boards or special shapes.

Defects - Insulation board shall have no defects that will adversely affect its service qualities. It shall be of uniform texture and free from foreign inclusions, broken edges or corners, slits or objectionable odors. Crushing and Depressions - Insulation board shall have no crushed or depressed areas on any surface exceeding 1.6 mm (1/16 in) in depth on more than 5% of the total surface area. Projections - Insulation board shall be free of surface projects or wire marks in excess of 1.6 mm (1/16 in).

V. CARPENTRY WORKS:

Doors and windows shall conform to the specified Project Drawing/Design

Door & Window Jamb

PVC Framed Window w/ 5mm thk. glass (1000x1000) w/out screen

PVC Framed Window w/ 5mm thk glass (800x600) w/out screen

PVC Framed Window w/ 5mm thk glass (600x600) w/out screen

EPS Panel Door (900x2100) main door and back door

EPS Panel Door (800x1800) bedroom door and toilet door

Miscellaneous materials/consumables

I. ROOFINGS:

The roofing panels shall be 50T EPS Panel - Blue roofing and be secured to the 50T EPS Panel Walls with an umbrella screw w/ cover.

VII. PLUMBING WORKS:

A 1.5 cubic meter, 3-chamber high density Polypropylene Septic Tank with complete fittings and a plastic water storage/tank shall be included per housing unit.

All plumbing works for this project shall be done in accordance with the approved plans and under the direct supervision and control of a licensed sanitary engineer or master plumber. Plumbing installation shall conform to the provision of the National Plumbing Code and the rules and regulations enforced by the locality.

VIII. ELECTRICAL WORKS:

A set of 30W Solar Panel with PV Module, PV Cable, control box (built-in battery and controller), 3 pcs LED lights, Light Cable and 4-in-1 Charging Cable shall be installed per housing unit.

All electrical installation shall be done in accordance with approved plans and specification under the direct supervision and control of licensed Professional Electrical Engineer.

Section VII. Drawings

(See Attached Drawings on Separate Page)

Section VIII. Bill of Quantities

PROJECT NAME: CONSTRUCTION OF SEVENTY (70) PERMANENT HOUSING UNITS INTENDED FOR EARTHQUAKE AFFECTED FAMILIES IN M'LANG, COTABATO
 LOCATION: Brgy. Lepaga and Brgy. New Esperanza, M'lang, Cotabato

BILL OF QUANTITIES

ITEM OF WORK	UNIT	QUANTITY	UNIT COST	AMOUNT
<i>For 1 unit</i>				
1. GENERAL REQUIREMENTS				
1.1 Mobilization/ Demobilization	Lump Sum	1.00		
2. EARTHWORKS				
2.1 Structure Excavation	Cubic Meter	5.67		
3. HOUSE STRUCTURE				
3.1 Concrete Slab (Cement Plain Finish)	Cubic Meter	3.27		
3.2 Floor Finishes (Unglazed Ceramic Tiles for Toilet)	Square Meter	1.94		
4. EPS HOUSE STRUCTURE WITH ELECTRICAL				
4.1 Exterior Walls (EPS Panel)	Lump Sum	1.00		
4.2 Partition Walls (EPS Panel)	Lump Sum	1.00		
4.3 Roofing (EPS Panel – Blue)	Lump Sum	1.00		
4.4 Toilet and Bath Fixtures	Lump Sum	1.00		
4.5 Electrical Wiring, Fixtures, Conduits, Boxes & Fittings	Lump Sum	1.00		
4.6 Panel board with Main and Branch Breaker	Lump Sum	1.00		
4.7 Doors (Main Entry, Bedroom, CR and Kitchen)	Lump Sum	1.00		
4.8 Windows	Lump Sum	1.00		
5. PLUMBING WORKS				
5.1 Rain Water Collector w/ Platform	Lump Sum	1.00		
5.2 Cold Water Lines	Lump Sum	1.00		
5.3 Plumbing Fixtures	Lump Sum	1.00		
6. SEWERAGE				
6.1 Septic Vault	Lump Sum	1.00		
6.2 Sewer Line Works	Lump Sum	1.00		
6.3 Grease Trap	Each	1.00		
7. ELECTRICAL				
7.1 Solar Panel (with accessories)	Lump Sum	1.00		
TOTAL FOR 1 UNIT ONLY				
TOTAL FOR 70 UNITS				
AMOUNT IN WORDS				

*Name and Signature of
Authorized Representative*

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
and
- (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (j) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (k) Original duly signed Omnibus Sworn Statement (OSS);

and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

