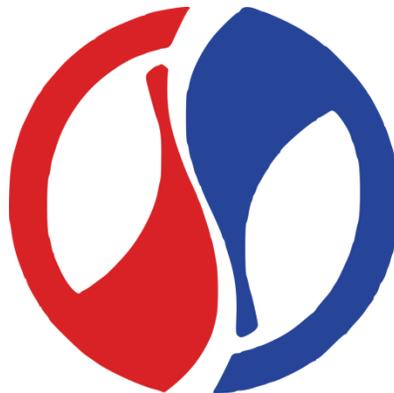


# **CONSTRUCTION OF NATIONAL FOOD AUTHORITY (NFA) CENTRAL OFFICE BUILDING**



## **TERMS OF REFERENCE**

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**Principal Architect**

**Terms of Reference**  
**For the**  
**PROCUREMENT OF THE CONSTRUCTION OF**  
**NATIONAL FOOD AUTHORITY (NFA) CENTRAL**  
**OFFICE BUILDING**

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### 1. General Information

#### 1.1 Background of the Project

The Proposed NFA Central Office Building shall be located in a 9,000 square meter NFA owned lot located along Vizayas Avenue, Quezon City. The project includes an Administration building consisting of eight (8) storey with Basement Parking and a Functional Roof deck with a total Building area of 16,431.05 square meters.

With about four hundred ninety eight (498) personnel and approximately one hundred (100) visitors/clients daily, the areas intended for the employees and visitors must be adequate as shown on the plan. Likewise, the number and size of the conference/function rooms in NFA must be sufficient to accommodate the needs for meetings/conferences by the NFA.

The National Food Authority is considering the construction of a new NFA Central Office Building to provide an adequate and more conducive working environment for NFA employees, bring the offices / departments of the agency under one roof for faster and easier coordination, and at the same time provide an opportunity for the government to generate additional income from lease/rental commercial space.

#### 1.2 Responsibility of the Bidder

It is the responsibility of the Bidder to ensure that all the necessary tasks and associated costs required for the successful completion of the Works, in conjunction with this Terms of Reference (TOR) and the Technical and Performance Specifications (TPS), are considered and outlined in his technical and financial proposals.

The bidder, by submitting his bid, represents that:

a) He has thoroughly read, carefully examined and fully understands all the bid documents and his bid will be in accordance therewith.

b) His bid is based upon the conditions and requirements of the bid documents without exception.

c) He has visited and inspected the site of the Works and its surroundings and satisfied himself as to all matters pertaining to the Project, including the location and the nature of the Work; climatic conditions; the nature and condition of the terrain: geological conditions at the site; transportation and communication facilities; the requirement and the availability of materials, labor, water, electric

power and roads; the locations and extent of aggregates sources, and other factors that may affect the cost, duration and execution of the Work; that he has determined the general characteristics and conditions of the Project.

d) He has acquainted and familiarized himself with all conditions, local or otherwise, affecting the carrying out of the Work and has arrived at an estimate of the facilities available and the facilities needed for the Project.

e) He is aware that the Procuring Entity shall not assume any responsibility regarding erroneous interpretations out of any data furnished by the Procuring Entity.

f) He has familiarized himself with all laws, decrees, and regulations of the Philippines, and the local government where the Proposed NFA Central Office Building are located which affect or apply to the operations and activities of the Bidder.

### **1.3 Work Schedule**

The Bidder shall complete the services or "Work" within Three Hundred Ninety Five (395) calendar days from receipt of Notice to Proceed scheduled as follows:

a) Construction Phase should be completed within Three Hundred Sixty Five (365) from receipt of the Notice to Proceed.

b) Post-Construction Phase should be completed within Thirty (30) calendar days after the completion of the construction of the building.

## **2. Preliminary Works for Preparation of Bids**

### **2.1 Review of Reports and Design Plans and Technical and Performance Specifications**

The Bidder shall review all pertinent Reports and Plans provided for this Project for his consideration in the preparation of his bids and comment on, but not limited to, the following:

- Errors, if any or missing information;
- Constructability or inherent construction issues associated with the plans;
- Initial cost estimates.

## **2.2 Ancillary Works for the Preparation of Bid and for the Construction of the Works**

### *2.2.1 Site Visit and Field Investigation*

Topographic surveys, soil and geotechnical investigations have been undertaken by the Consultants who prepared the Detailed Architectural and Engineering Design Plans for the indicative works. The Bidder is advised to review and assess these surveys and investigations and establish if the available topographic surveys, hydrological, soil and geotechnical testing results will suffice his requirements in the preparation of bids.

The Bidder however is expected to conduct his actual site visit of the Project area to identify preliminarily the metes and bounds of the proposed NFA Central Office Building. In the process, he shall be able to familiarize himself with site and nearby occupancy. It is also expected that the bidder shall familiarize himself with existing relevant materials and literature available from the Procuring Entity/Consultant to enable him to come up with an intelligent proposal.

### *2.2.2 Construction Approach, Procedures and Methods*

For the bidding requirements, the Bidder shall prepare a narrative description of the construction procedures and methods he intends to apply for this contract to demonstrate how it will meet the Procuring Entity's objective and requirements, stating among others, brief description of the project/contract, Construction approach and methodologies, construction methods and procedures, manpower scheduling and equipment utilization. Name, Qualifications, and particulars of the Individuals in charge of the Works must also be provided.

The construction methods shall state the general approach in construction in terms of use of equipment-intensive or labor-based methods, any special techniques, procedures or methods to ensure completion on time and quality of construction, testing and commissioning, and handover of the works.

At a minimum, the Method Statement shall address the following:

- a) Details of the arrangements and methods which the Bidders propose to adopt for the construction of the Works, insufficient detail to demonstrate

their adequacy to achieve the requirements of the Contract including completion within Contract duration.

- b) Outline of the arrangements which the Bidder proposes to adopt to manage coordination of Site access.
- c) Commentary on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints.
- d) Commentary on logistics and traffic management (as may be appropriate)
- e) Outline of the arrangements which the Bidder proposes to adopt to ensure compliance with the NFA Specifications.
- f) Outline of the arrangements which the Bidder proposes for testing upon completion.
- g) Outline of arrangements for hand over, including completion of as-built drawings, preparation of operation and maintenance manuals, and any additional matters.

### 2.2.3 Construction Schedules

The Bidder shall set out a detailed Work Schedule for the Construction of the Works to be undertaken; including estimated start and finish dates for individual components and identification of major milestones and critical path. The proposed Work Schedule shall be developed to address the following:

#### a) Construction Schedule

The “Schedule” shall be accompanied by a narrative statement that shall describe the activities, assumptions and logic, and highlight the Bidder’s perception of the major constraints and critical areas of concern in the organization, manufacturing and supply of equipment or constructions and completion of the Works.

The “Schedule” shall:

- i. Be developed as a critical path network and shall show the division of the Works, the start and completion dates for major activities and their interrelationships and key dates, permitting processes that may be necessary In order to commence the Works, including the preparation of required studies, supporting information, and applications.
- ii. Be prepared using MS Project or other applicable software;

- iii. Show the proposed sequence in which the Works will be performed;
- iv. Show the start dates, completion dates and floats for the major activities, including the proposed timeline for the testing, commissioning and handing over of the completed Works;
- v. Show how the Works will progress in a manner that will meet the Key Dates and Milestone. Milestones shall not be introduced into the program as constraint dates, nor shall the Milestones impose constraints which in any way affect the program logic and float or limit the achievement of Key Dates of the Works;
- vi. Clearly identify proposed timeline for carrying out the Works within the Time for Completion, in the form of a bar chart and S-curve showing notably the critical path in the program and fully describe it in the accompanying narrative;
- vii. Show the date and periods relating to the interfaces with the work of other Contractors, Subcontractors and Contractors under Subcontractors; and
- viii. The activities of the “Schedule” shall be organized to include, but shall not be limited to the following phases;
  - mobilization;
  - procurement of major components and materials;
  - construction;
  - type test, and routine tests;
  - delivery and commissioning;
  - Work plan during defects liability period; and
  - Post-construction& project turn-over

#### *2.2.4 Traffic Management Plan*

The Bidder shall submit narrative description of traffic management plan clearly define and set out his Traffic Management Plan with due considerations of the inbound and outbound traffic of the Station Area affected by the construction activities specifically, but not limited to, necessary lane closure.

#### *2.2.5 Quality Management System*

The Bidder shall submit narrative description of the Quality

Management System for the design and construction phases of the project, describing the basis and operation of the proposed quality management system, including management reviews, procedural audits, checking procedures for monitoring, reporting and dealing with non-conformities, corrective actions, and feedback and the data management plan in accordance with the Procuring Entity's requirements,

Describing the proposed system for storing, indexing, and accessing data such as correspondence, meeting minutes, reports, drawing, etc.

The Quality Management Plan shall consist of the following:

- a) Project Management and Project Implementation Plan, which shall be the basis for the development of the more detailed document to be submitted, if awarded the contract.
- b) Proposals for use of Site and Site (Land) Management Plan which shall form the basis for the development of the more detailed and comprehensive document to be submitted, if awarded the contract.
- c) Quality Assurance Scheme and Quality Plan illustrating the intended means of compliance with the Procuring Entity's Requirements and setting out in summary form an adequate basis for the development of the more detailed documents.
- d) The Quality Management Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Bidder's quality objectives with regard to the requirement of the Contract. The Bidder may be requested to amplify, explain or develop their Quality Management Plan prior to the date of acceptance of the Bid and to provide more details with a view for reaching provisional acceptance of such a plan.

#### *2.2.6 Environmental, Safety and Health Programs*

The Bidder shall submit narrative description of the Environmental, Safety and Health Program for the Project and provide the documents to show that it has in place sufficient environmental awareness and protection measures in accordance with Philippine Environmental Laws, and safety policy documents and safety awareness to be able to perform their responsibilities in a safe manner.

a) Environmental Plan illustrating the intended means of compliance with the Procuring Entity's Requirements including noise standards. This shall form the basis for the development of the more detailed document to be submitted, if awarded the contract. The Environmental Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Bidder's environmental objectives with regard to the requirement of the Contract.

The Bidder may be requested to amplify, explain or develop his Environmental Plan prior to the date of acceptance of the Bid and to provide more details with a view to reaching provisional acceptance of such a plan.

b) Site Safety Plan with sufficient information to demonstrate clearly the Bidder's proposal for the safety of Plant/Equipment and personnel as the site. On the basis of this information, the Contractor shall develop a Detailed Site Safety Plan for the project approved by the Department of Labor and Employment (DOLE).

c) Health Program for the workers approved by the Department of Labor and Employment (DOLE).

The successful Bidder will be required to design and carry out the Works in accordance with the Site-specific Health and Safety Plan following Contract award, and approved by the Procuring Entity's Representative.

### *2.2.7 Environmental Impact Monitoring*

The Bidder shall submit narrative description of procedures in monitoring Environmental Impacts of the project. The winning Bidder shall be tasked to prepare and to secure an Environmental Compliance Certificate (ECC) from the Environmental Management Bureau (EMB) of the Department of Environment and Natural Resources regarding the requirements during Multi-partite Monitoring Team's (MMT's) activities during construction and preparation/submittal of monitoring reports.

## **3. Project Cost Estimates**

### **3.1 General**

The bidders shall submit the quantities and cost of the different types of works to be carried out in accordance with DPWH Department Order No.22series of 2015 dated 18 February 2015 "Revised Guidelines in the Preparation of Approved Budget for the Contract (ABC). In particular, the

quantities and cost of each work item shall be calculated and a bill of quantities shall be prepared for the project.

The bidders shall draw up a unit price analysis for each of the main pay work items. The unit price of each of the main work pay items shall include:

a) Construction Cost of the Project;

3.2 Direct Cost shall consist of the following:

a) Materials

Cost of Materials to be used in doing the work item called for, which shall include the following:

- i. Cost of source, including processing, crushing, stockpiling, loading, royalties, local taxes, construction and/or maintenance of haul roads, etc.
- ii. Expenses for hauling to project site
- iii. Handling expenses
- iv. Storage expenses
- v. Allowance for waste and/or losses, not to exceed 5% of materials requirement.

b) Labor:

- i. Salaries and wages as authorized by the Department of Labor and Employment
- ii. Fringe benefits, such as vacation and sick leaves, benefits under the Workmen's Compensation Act, PAGIBIG Fund contribution, Philippine Health Insurance and SSS contributions, allowances, 13month pay, bonuses etc.

c) Equipment:

- i. Rental of equipment which shall be based on the prevailing "Associated Construction Equipment Lessors, Inc." (ACEL) rental rates approved for use by the DPWH (Presently it is the 2009 ACEL Rates). Rental rates of equipment not indicated in the ACEL booklet shall be taken from the rental rates prepared by the DPWH Bureau of Equipment. For simplicity in computation, the operated rental rates are preferred over the bare rental rates as the former includes operator's wages, fringe benefits, fuel, oil, lubricants and equipment maintenance. The make, model and

capacity of the equipment should be indicated in the detailed unit cost analysis.

- ii. Mobilization and demobilization shall be treated as a separate pay item. It shall be computed based on the equipment requirements of the project stipulated in the proposal and contract booklet. In no case shall mobilization and demobilization exceed 1% of the Estimated Direct Cost (EDC) of the civil works items.

### 3.3 Indirect Cost

- a) Overhead Expenses—ranges from 5–8% of the EDC, which includes the following:
  - i. Engineering and Administrative Supervision.
  - ii. Transportation allowances.
  - iii. Office Expenses, e.g. for office equipment and supplies, power and water consumption, communication and maintenance.
  - iv. Premium on Contractor's All Risk Insurance (CARI)
  - v. Financing Cost
    - 1. Premium on Bid Security
    - 2. Premium on Performance Security
    - 3. Premium on Surety for Advance Payment
    - 4. Premium on Warranty Bond (one year)
- b) Contingencies—ranges from 0.5–3% of the EDC. These include expenses for meetings, coordination with other stake holders, billboards excluding Project Billboard which is a pay item under the General requirements), stages during ground breaking & inauguration ceremonies and other unforeseen events.
- c) Miscellaneous Expenses— ranges from 0.5–1% of the EDC. These include laboratory tests for quality control and plan preparation.
- d) Contractor's Profit Margin – shall be 8% of EDC for projects above Php 5 Million and 10% for projects Php 5 Million and below.
- e) VAT Component—shall be 5% of the sum of the EDC, OCM and Profit.
- f) The following items shall not be subjected to OCM and Profit mark-up:
  - i. Mobilization and Demobilization
  - ii. Provision of Service Vehicles

- g) The following non-civil works items shall not be subjected to OCM mark-up:
- i. Field/Laboratory Office & Living Quarters (Rental Basis)
  - ii. Furnishing of Furniture, Laboratory Equipment, Survey Equipment and Consumables
  - iii. Assistance to the Engineers
  - iv. Photographs
  - v. Health and Safety Program
  - vi. Traffic Management
  - vii. Environmental Compliance
  - viii. Communication Equipment, etc.

#### **4. Scope of Works and Responsibility of the Contractor**

The Construction and furnishing all labor, equipment, materials services and systems required to provide for the construction of the Proposed NFA Central Office Building which is located at Visayas Avenue, Quezon City consisting of an eight (8) storey with Basement Parking and a Functional Roof deck. As a rule, contract implementation guidelines for procurement of infrastructure projects shall comply with Annex "E" of IRR-A, RA 9184.. The following provisions shall supplement these procedures;

- i.) The winning bidder, hereinafter referred to as the contractor shall, upon receipt of the Notice of Award (NOA);
  - Post a contract performance security.
  - Secure a Contractor's All Risk insurance (CARI) covering 100% of the Infrastructure cost, from the GSIS General Insurance Fund or any private bonding corporation acceptable to the National Food Authority and maintains such coverage up to the date of the Final Acceptance of the project. Such Insurance shall be submitted to the National Food Authority together with the Official receipt of the payment of premium evidencing enforceability.
  - Construction Schedule (Pert/CPM), Ghant Chart and S-curve) shall not exceed the required Work Schedule indicated in the Terms of Reference.
  - Other requirements that may be required by the National Food Authority.
- ii.) The contractor shall upon authorization of the National Food Authority, make representations with the government agencies concerned to

expedite the processing of the necessary permits and certificates such as the following;

- Building/Electrical/Sanitary permits;
- Occupancy permit
- Environmental Clearance Certificate, (refer to Ancillary Works for the Preparation of Bid and for the Construction of the Works
- All other permits/clearances as may be required for construction.

iii.) No works shall commence unless the contractor has submitted the prescribed documentary requirements and the National Food Authority has given written approval. Work execution shall be in accordance with the reviewed and approved documents.

iv.) The contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the national Food Authority to meet all regulatory approvals as specified in the contract documents.

v.) The contractor shall submit a detailed program of works within Fifteen (15) calendar days after the issuance of notice to proceed (NTP) for approval by the procuring entity that shall include, among others:

- The order in which it tends to carry out the work including anticipated timing for each stage or milestones.
- periods for review of specific outputs and other submissions and approvals;
- sequence of timing for inspections and tests;
- general description of the construction methods to be adopted;
- number of personnel to be assigned for each stage of work; and
- Description of the quality control system to be utilized for the project.

vii.) Any errors, omissions, inconsistencies or inadequacies submitted by the contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the contractor's cost. If the contractor wishes to modify any design or document which has been previously submitted, reviewed and approved, the contractor shall notify the National Food Authority within a reasonable period of time and shall shoulder the cost of such changes.

viii.)As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract signing and approval. The following guidelines shall govern for change or variation order;

- Change orders resulting from errors, omissions, or non-conformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the National Food Authority.

ix.) Provided that the contractor suffers delay and/or incurs costs due to changes or errors in the National Food Authority performance specifications and parameters, the contractor shall be entitled to either one of the following;

- An extension of time for any such delays under Section 10 of Annex "E" of IRR-A (RA 9184); or
- Payments for such cost as specified in the contract documents, provided that the cumulative amount of the variation order does not exceed ten percent (10%) of the original project cost.

x.)The contract documents shall include the manner and schedule of payment specifying the estimated contract amount and installments in which the contract will be paid.

xi.)The contractor shall be entitled to advance payment subject to the provisions of Section 4 of Annex "E", IRR-A (RA 9184).

xii.) The National Food Authority shall define the quality control procedures for the construction in accordance with the Government Guidelines and shall issue the proper certificates of acceptance for sections of the works or whole of the works as provided for in the contract documents.

xiii.)The contractor shall provide all necessary equipment, personnel, instrument, documents and others to carry out specified tests.

xiv.)This Project shall have a minimum defects and liability period of one (1) year reckoned from contract completion or as provided for in the

contract documents. This is without prejudice to the liabilities imposed upon the engineer/architect who draw up the plans and specifications for the building sanctioned under Section 1723 of the New Civil Code of the Philippines.

The contractor shall be held liable for structural defects and/or failure of the completed project within the warranty period of 15 years for permanent structures/building and 5 years for roads as specified in the Section 62.2.2 of the IRR-A (RA 9184).

xv.) All material testing shall be conducted by DPWH accredited testing laboratories.

xvi.) The contractor shall cause the preparation and submission of as-built plans duly signed and sealed by all concerned parties involved in the construction in the same sheet size and scale as the original drawings in one (1) blue print copy and one (1) reproducible copy. Progressive submission of As-built plans that is based on the Actual accomplishment shall be required attachment in Contractors billing.

xvii.) Mobilization, traffic detours, temporary fencing and barricades, protect invest aging or netting, clearing, and general site preparation. Traffic flows, pedestrian and vehicular must be maintained at all times during construction.

xviii.) The contractor shall be in-charge of the demolition of existing structures and removal of vegetation as shown on the drawings.

xix.) The Contract scope of work includes all Civil/Structural and main concrete support frames from substructure up to the super structure, fabrication and erection of a primary structural steel frame supporting the roof and other items indicated on plan.

xx.) The contractor shall be in-charge of Installation of all mechanical, electrical and sanitary/plumbing facilities, equipment's, devices, systems and etc. that is deemed necessary for the building to function efficiently. It shall include but not limited to lighting, elevators and air-conditioning works, fire alarm and detection system, water supply and sewerage system, and platform edge lighting.

xxi.)The contractor shall be in-charge of provision for installation for system work such as power supply and stub-up, trough, duct bank encasement, corrosion control, poles and wiring layout; data and communications wiring layout.

xxii.) The contractor shall be in-charge of all Architectural and finishing works including but not limited to waterproofing, flooring, metal roofing, glazing, doors and painting and etc.

xxiii.) The contractor shall be in-charge of coordination work with the Consultant and NFA staff in installing the DATA and telecommunications system.

xxiv.) The contractor shall be in-charge of liaison with public utilities as required to facilitate provision of connections to water supply, drainage, sewerage, electricity and telephone systems.

xxv.) The contractor shall be in-charge of building furnishing and signage

xxvi.) All items discussed in the Detailed Plans, Programs of Works and Technical and Performance Specifications deemed necessary.

xxvii.) The Contractor may work for 24 hours each and every day if he so chooses, provided that all relevant Philippine Government and Local City By-laws and Regulations are adhered to concerning all relevant permits, notices, labor laws and safety regulations.

xxviii.) The Contractor shall be given all access rights of way or easements as required for the Contractor in order to commence the work on the date of Commencement or at the times specified in the list of Construction Milestones.

xxix.) The Contractor shall notify all affected public and utility agencies of the planned construction schedule.

Constructions limit are indicated on the Detailed Architectural and Engineering drawings. No work shall be performed outside those limits without the expressed written consent of the Architect or Engineer who drew up the plans and specifications.

Any related activities pertaining to the project not mentioned in the Terms of Reference/ Scope of Services but necessary to complete the project/assignment shall be performed by the Contractor/Builder as if part of the services. This shall include coordination with the Department of Public Works and Highways (DPWH), the local government authorities in line with the Local and National guidelines, provisions and codes.

## **5. Eligibility Requirements for the Procurement of Infrastructure Projects**

Bidders must comply with the basic eligibility criteria provided in Sec. 23.5 of the

Revised IRR of RA 9184. Bidders must submit the following documents for eligibility check:

Class “A” Documents:

1. Legal Documents

- a. Registration certificate from Securities and Exchange Commission (SEC) for corporation, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the Bidding Documents.
- b. Mayor’s/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.

In cases of recent expired Mayor’s/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post qualification requirement in accordance with Section 34.2 of this IRR.

- c. BIR Tax Clearance Certificate per EO398, series of 2005, as finally reviewed and approved by the BIR.

2. Technical Documents

- a. Statement of all its ongoing and completed government and private contracts within ten (10) years from the submission of bids, including contracts awarded but not yet started.
- b. Statement of the prospective bidder that it has completed within ten (10)-year period prior to the submission of Bid, a single contract that is similar to the Project to Bid, equivalent to at least fifty percent (50%) of the ABC. Similar contracts shall refer to construction of vertical structures (government/public, private buildings).
- c. Valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the contract for this Project or Special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract to be bid. Required PCAB license should be size range large B license category AAA.

- d. Project Requirements, which shall include the following:
  1. Organizational chart for the contract to be bid
  2. List of contractor's personnel (*viz*, project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data
  3. List of contractor's equipment units, including manpower utilization schedule which are owned, leased, and/or under purchase agreements, supported by certification of equipment from the equipment lessor/vendor for the duration of the project including equipment utilization
  4. Sworn statement in accordance with Section 25.2(b) (iv) of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.
3. Financial Documents
  - a. 2015 Audited financial statements, showing, among others, the prospective total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions.
  - b. NFCC computation in accordance with ITB Clause 5.5
  - c. Bid security as prescribed in ITB Clause 18. If the Bidder opts to submit the bid security in the form of:
    1. A bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
    2. A surety bond accompanied by a certification coming from an authorized Insurance Commission that a surety or insurance company is authorized to issue such instrument.

Class "B" Documents:

1. JV Bidders shall submit a JVA in accordance with R.A.4566 and its IRR. Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with section 8.5.2 of its IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, that the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.
2. Eligibility requirements or statements, the bids, and all other documents to be

submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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.

### **Eligibility Criteria for the Procurement of Infrastructure Projects**

1. The following persons/entities shall be allowed to participate in the bidding for Infrastructure projects:
  - a. Duly licensed Filipino citizens/Sole Proprietorships;
  - b. Cooperatives duly organized under the laws of the Philippines. Or
  - c. Foreign Bidders
2. In accordance with R.A.4566, entitled "An Act Creating the Philippine Licensing Board for Contractors, Prescribing its Power, Duties and Functions, providing Funds therefor, and for other Purposes", the persons/entities enumerated in Section 23.4.1.1 of the IRR may participate in public bidding if he has been issued a license by the PCAB to engage or act as a contractor.
3. The SLCC shall be supported by an Owner's Certificate of Final Acceptance issued by the project owner other than the contractor or a final rating of at least Satisfactory in the Constructors Performance Evaluation (CPES). In case of contracts with the private sector, an equivalent document shall be submitted.
4. The prospective bidder must have completed an SLCC that is similar to the contract to bid, and whose value, adjusted to current prices using the PSA consumer price indices, must be at least fifty percent (50%) of the ABC to be bid.

For foreign-funded procurement, the GoP and the foreign government/foreign or international financing institution may agree on another track record requirement.

Moreover, a contract shall be considered "similar" to the contract to be bid if it has the same major categories of work. The procuring entity may clarify in the Bidding Documents what is regarded as major categories of work.

5. The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows:

- a. NFCC = (Current assets minus current liabilities) (15) minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR. For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statements prepared in accordance with international financial reporting standards.

6. GOCCs may be eligible to participate in the Competitive Bidding only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity. The GPPB shall promulgate the necessary guidelines for this provision.
7. Notwithstanding the eligibility of a prospective bidder, the Procuring Entity concerned reserves the right to review the qualifications of the bidder at any stage of the procurement process if the procuring entity has reasonable grounds to believe that a misrepresentation has been made by the said prospective bidder, or that there has been a change in the prospective bidder's capability to undertake the project so that it fails the eligibility criteria, the Procuring Entity shall consider the said prospective bidder as ineligible and shall disqualify it from obtaining an award or contract, in accordance with Rules XXI, XXII, and XXIII of this IRR.

The proposed building construction shall be undertaken by a Team composed of the following key experts and their corresponding qualifications:

Expert	Qualifications
Project Manager	Structural Engineer or Architect with at least fifteen (10-15)years' experience in, contract and project management of buildings or infrastructures including VE/VA ,and preferably with experience in green building design
Project-In Charge	Architect/Engineer with at least ten (7-10) years' experience in project implementation of Vertical infrastructure projects, similar and relevant experience,
Architect	Architect with at least 5years similar and relevant experience,

Structural Engineer	Civil Engineer with specialization in Structural Engineering by the Accredited Professional Organization, with at least 10 years experience, project management, or construction of modern structures, a member of ASEP for at least five (5)years
Electrical Engineer	Electrical Engineer with at least seven (7) years relevant experience in project or construction management of buildings
Mechanical and Fire Protection	Mechanical Engineer with at least 7 years relevant experience in project or construction management of buildings
Electronic and Communications	Electronic and Communications Engineer with at least 10 years relevant experience in design and construction management of buildings
Quantity Surveyor	Architect or Engineer with at least 7 years experience in quantity surveying and contract management and administration

## 8. Progress Payments

The contractor may submit a monthly request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Materials and equipment delivered on the site but not completely put in place shall not be included for payment.

The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:

- (a) Cumulative value of the work previously certified and paid for.
- (b) Portion of the advance payment to be recouped for the month.
- (c) Retention money in accordance with the condition of the contract.
- (d) Amount to cover third party liabilities.
- (e) Amount to cover uncorrected discovered defects in the works.

Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The procuring Entity shall pay the contractor the amounts certified by the Procuring Entity's Representative within twenty eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made the Procuring Entity.

The first progress payment maybe paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.

Items of Works for which a price of “0” (zero) has been entered will not be paid for by the procuring Entity and shall be deemed covered by other rates and prices in the Contract.

### **Advance Payment**

The procuring Entity shall, upon a written request of the contractor which shall be submitted as a contract document, make a lump sum advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price.

The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand.

### **TECHNICAL WORKING GROUP MEMBERS**

**(SGD.) GERALD C. MANOJO**  
Member

**(SGD.) NOLI P. PAMINTUAN**  
Member

**(SGD.) LESLIE M. NAVARRO**  
Member

**(SGD.) GLORIA T. RIGOS**  
Member

**(SGD.) EVA G. CASTILLEJO**  
Member

**(SGD.) JOSELINA REPOLLES**  
Member

**(SGD.) GLORIA M. TABAYAG**  
Member

**(SGD.) ERLINDA R. FLORES**  
Member

**(SGD.) HELEN V. VILORIA**  
Member

**(SGD.) ATTY. RICHARDSON A. BASSIG**  
Member

**(SGD.) ENGR. MEINARDO C. RAMIREZ**  
Vice-Chairman

**(SGD.) ENGR. HENRY H. TRISTEZA**  
Chairman

**BIDS AND AWARDS COMMITTEE MEMBERS**

**(SGD.) MA. THERESA S. VILLAFUERTE**  
BAC Member

**(SGD.) MARIETTA J. ABLAZA**  
BAC Member

**(SGD.) LEMUEL R. PAGAYUNAN**  
BAC Member

**(SGD.) JOHN ROBERT R. HERMANO**  
BAC Vice Chairman

**(SGD.) MARIA MERCEDES G. YACAPIN**  
BAC Chairperson

Approved:

**TOMAS R. ESCAREZ**  
Officer-In-Charge, NFA