

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

DESIGN AND BUILD OF THE FOUR (4) STOREY WITH ROOF DECK, CENTRAL SEWAGE TREATMENT PLANT AND CENTRAL POWERHOUSE OF VALENZUELA MEDICAL CENTER

March 22, 2022
10:00AM

Government of the Republic of the Philippines

Sixth Edition
July 2020

Preface

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

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

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

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

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

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

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

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
Department of Health
National Capital Regional Office
VALENZUELA MEDICAL CENTER
Padrigal St., Karuhatan, Valenzuela City
BIDS AND AWARDS COMMITTEE
Email: vmc_bac@yahoo.com
Tel. (02) 8294-4625



INVITATION TO BID

DESIGN AND BUILD OF THE FOUR (4) STOREY WITH ROOF DECK, CENTRAL SEWAGE TREATMENT PLANT AND CENTRAL POWERHOUSE OF VALENZUELA MEDICAL CENTER

PUBLIC BIDDING NO. VMC 2022-024

The *Valenzuela Medical Center*, through the GAA/INCOME intends to apply the sum of *Two Hundred Fifty Million Pesos Only (P250,000,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Design and Build of the Four (4) Storey With Roof Deck, Central Sewage Treatment Plant and Central Powerhouse of Valenzuela Medical Center*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

1. The **Valenzuela Medical Center** now invites bids for the above Procurement Project. Completion of the Works is required Three Hundred Sixty Five (365) calendar days. 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).
2. 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.
3. Interested bidders may obtain further information from **Valenzuela Medical Center** and inspect the Bidding Documents at the address given below from **March 02, 2022 to March 22, 2022 10:00 am**.
4. A complete set of Bidding Documents may be acquired by interested bidders on **March 02, 2022** from given address *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Fifty Thousand Pesos Only (P50,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person, by facsimile or through electronic means.
5. The **Valenzuela Medical Center** will hold a Pre-Bid Conference¹ on **March 10, 2022, 10:00 am** at VMC BAC Office, 2nd Floor, Annex 2, Padrigal St., Karuhatan, Valenzuela City and/or through videoconferencing/webcasting via **ZOOM or Google Meet**, which shall be open to prospective bidders.
6. Bids must be duly received by the BAC Secretariat through manual submission or online or electronic submission on or before **March 22, 2022 at 10 am** at Valenzuela Medical Center, BAC office. Late bids shall not be accepted.
7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
8. Bid opening shall be on **March 22, 2022 at 10 am** at Valenzuela Medical Center, BAC office and/or through video conferencing/webcasting via **ZOOM**. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

9. The **Valenzuela Medical Center** 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.
10. For further information, please refer to:

BAC Secretariats' Office

*Valenzuela Medical Center, Annex Building, 2nd Floor,
Padrigal St., Valenzuela City
Telefax No. (02)8294-4625
Email: vmc_bac@yahoo.com*

JOSEPH T. NOCOM, MD, FPOA
BAC Chairman

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, **Valenzuela Medical Center** invites Bids for *Design and Build of the Four (4) Storey With Roof Deck, Central Sewage Treatment Plant and Central Powerhouse of Valenzuela Medical Center CY 2022*. PB No. VMC-2022-024,

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

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP/Income through the source of funding as indicated below for CY 2022 in the amount of **Two Hundred Fifty Million Pesos Only Million Pesos (PhP250,000,000.00)**.

2.2. The source of funding is:

- a. NGA, the National Expenditure Program.

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

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference on **March 10, 2022, 10:00am** at VMC BAC Office, 2nd Floor, Annex 2, Padrigal St., Karuhatan, Valenzuela City and/or through videoconferencing/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 **equivalent to License Category AAAA and AAA (Above 225M up to 450M) of Third Stage of Adjustment on Allowable Ranges of Contract Costs (ARCC) and Single Largest Project (SLP) Completed /Track Record Requirements** 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 for the period specified in the BDS. 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.

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

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

ITB Clause							
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work:<i>[provide description/clarification of what are major categories of work]</i>.</p> <ul style="list-style-type: none"> ➤ Should have at least one similar project, both in design and construction, with at least 50% of the cost of the ABC ➤ If the bidder has no experience in design and build projects on its own it may enter into partnerships or joint venture with design or engineering firms for the design portion of the contract 						
7.1	<i>[Specify the portions of Works and the maximum percentage allowed to be subcontracted, which shall not be significant or material components of the Project as determined by the Procuring Entity.]</i>						
10.3	<i>[Specify if another Contractor license or permit is required.]</i>						
10.4	<p>The key personnel must meet the required minimum years of experience set below:<i>(see attached Terms of Reference)</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Key Personnel</th> <th style="text-align: left;">General Experience</th> <th style="text-align: left;">Relevant Experience</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Key Personnel	General Experience	Relevant Experience			
Key Personnel	General Experience	Relevant Experience					
10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Equipment</th> <th style="text-align: left;">Capacity</th> <th style="text-align: left;">Number of Units</th> </tr> </thead> <tbody> <tr> <td colspan="3"><i>(see attached Terms of Reference)</i></td> </tr> </tbody> </table>	Equipment	Capacity	Number of Units	<i>(see attached Terms of Reference)</i>		
Equipment	Capacity	Number of Units					
<i>(see attached Terms of Reference)</i>							
12	<p><i>[Insert Value Engineering clause if allowed.]</i> Value engineering analysis of design and construction method.</p>						
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> <ol style="list-style-type: none"> a. The amount of not less than <i>(2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than <i>(30%) of ABC</i> if bid security is in Surety Bond. 						
19.2	<p>Partial bids are allowed, as follows: <i>[Insert grouping of lots by specifying the items and the quantity for every identified lot.]</i></p>						
20	<i>[List licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, etc.](see Terms of Reference)</i>						
21	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. <i>(see Terms of Reference)</i>						

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

4.1. 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.

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
2	<i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i>
4.1	<i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i>
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i>
7.2	<p><i>[Select one, delete the other.]</i></p> <p><i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:]</i> Fifteen (15) years.</p> <p><i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]</i> Five (5) years.</p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) years.</p>
10	<p><i>[Select one, delete the other:]</i></p> <p style="padding-left: 40px;">a. Dayworks are applicable at the rate shown in the Contractor’s original Bid.</p> <p style="padding-left: 40px;">b. No dayworks are applicable to the contract.</p>
11.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within fourteen (14) calendar days after the issuance of the Notice to Proceed for approval by the procuring entity.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i> .
13	The amount of the advance payment is <i>[insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment]</i> .
14	<i>[If allowed by the Procuring Entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is <i>[date]</i> .

	The date by which “as built” drawings are required is <i>[date]</i> .
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 <i>[amount in local currency]</i> .

TERMS OF REFERENCE

DESIGN AND BUILD OF THE FOUR-STOREY HOSPITAL BUILDING WITH ROOF DECK, CENTRAL SEWERAGE TREATMENT PLANT AND CENTRAL POWERHOUSE OF VALENZUELA MEDICAL CENTER

PART I GENERAL PROJECT INFORMATION

1.0 PROJECT DESCRIPTION

1.1 Project Title: Design and Build of the **Four-Storey Hospital Building with Roof Deck, and Central Sewerage Treatment Plant and Central Powerhouse of VMC**

1.2 General Description

The project shall cover the design and construction of a fully finished Hospital Building of **Valenzuela Medical Center** with three (3) Elevators and Ramp, and a centralized sewerage treatment plant (STP) and centralized powerhouse for the **entire compound encompassing the future development Tower A and Tower Bin Padrigal St., Karuhatan, Valenzuela City.** The proposed design of the four-storey hospital building shall accommodate **ambulatory-surgical services, hemodialysis clinic, radiology department, operating complex with ramp, surgical intensive care unit, post anesthesia care unit, anesthesia department, chemotherapy clinic, pulmonary and critical care unit, department of pathology and laboratory, administrative offices, and roof deck activity area** The proposed structure shall be designed, engineered, and built in accordance with the National Building Code of the Philippines and other applicable laws, ordinances, rules and regulations provided in Part IX (Annexes_ToR) of this Terms of Reference (ToR). The interior shall use light materials like fiber cement boards and aluminum glass walls and doors, among others, as well as light color swatches for adequate illumination and efficient use of light sources.

1.3 Basic Information:

Project Title : **Design And Build Of The Four-Storey Hospital Building With Roof Deck, Central Sewerage Treatment Plant And Central Powerhouse Of Valenzuela Medical Center**

Building Location : Padrigal St., Karuhatan, Valenzuela City

Lot Area : 1,125 sq. m.

Total Floor Area : Approximately 4,500 sq. m.

Type of Building : Four-Storey Building with Three (3) Elevator, Ramp and Roof Deck

Procurement Mode : Design and Build

Approved Budget for the Contract (ABC) : Php 250,000,000.00

Design and Construction Period : 360 calendar days

1.4 Project Components

The project shall have the following basic components:

floor 1.4.1 Preliminary Architectural Design including site development plan, plans, elevations, sections and perspectives;

1.4.2 Preliminary Conceptual Design Plans for the Building in accordance to the bidder's Architectural Design and Detailed Engineering Design; Such plans, designs and specifications shall be subject for review and approval by the Procuring Entity. The Design Development (DD) and the Contract Document (CD) phases of the design shall continue after the bid is awarded. It shall likewise be subject to review and approved by the Procuring Entity;

1.4.3 Construction of the approved building design.

2.0 BACKGROUND

2.1 Legal Basis

Valenzuela Medical Center (VMC) through its Bids and Awards Committee(BAC), intends to apply the sum of Two Hundred Fifty Million Thousand Pesos(Php 250,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the proposed Design and Build of the four-storey Hospital Building and Administrative Offices with Roof Deck, and Centralized STP and centralized powerhouse through the Design and Build scheme of government infrastructure projects. Funding has been provided

by the **Health Facility Enhancement Program (HFEP)** of the Department of Health (DOH).

3.0 PROCUREMENT OVERVIEW

3.1 The procurement of this project will be conducted through open and competitive bidding in adherence to the declared policies in Section 2 (Declaration of Policies), Rule I of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

3.2 Eligibility requirements shall be subject to Section 23 (Eligibility Requirements for the Procurement of Goods and Infrastructure Projects), Rule VIII of the IRR of RA 9184 and in compliance with the requirements enumerated under Section II. Instruction to Bidders (ITB) of this Bidding Documents and in the forms prescribed by the Government Procurement Policy Board (GPPB) for this type of procurement.

3.3 The determination of award to the winning bidder shall be subject to compliance with the minimum qualification requirements for this contract and through a series of pre-determined evaluation processes and procedures as enumerated under this ToR and in accordance with the provisions of RA 9184 and its IRR, and other pertinent laws, circulars and orders.

3.4 The Procuring Entity shall accept the bid proposal determined to be most advantageous to VMC and consider the award of the contract on a best value for money basis.

3.5 The Procuring Entity reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award without thereby incurring any liability to the affected party.

4.0 PROCUREMENT MODE

The Design and Build scheme of procurement was recommended, endorsed, and adopted pursuant to the guidelines provided in the Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects (Annex "G") of the IRR of RA 9184.

5.0 PROCUREMENT OBJECTIVES

5.1 To prepare complete Architectural and Engineering (A&E) Plans and related studies/ investigations that consider the following:

5.1.1 Optimal benefits for the Procuring Entity, its clients and the public in general;

5.1.2 Market, financial and economic viability balanced with social responsibility;

5.1.3 Conform to relevant laws, design standards and legal procedures;

5.1.4 Construct a fully-finished building that can be occupied and operated after move-in.

5.2 To build a **four-storey** building that is consistent with the following principles:

5.2.1 Minimizing adverse impacts on the natural environment.

5.2.2 Comprehensive A&E concepts including:

a. Energy savings through day lighting, night-time setbacks, and monitoring of power consumption;

b. Natural ventilation and thermal comfort concepts;

c. Addressing occupational hazards and environmental health concepts.

5.2.3 Site development and building design that will be flexible and can accommodate changes in VMC organization and composition, and technological change.

5.3 To implement a turnover procedure in accordance with Part VIII. Project Acceptance and Turnover of this ToR.

6.0 GENERAL SCOPE OF WORK

6.1 Design Phase

6.1.1 A&E Design Development Plans, Elevations and Sections;

6.1.2 Detailed Architectural Design and Plans;

6.1.3 Detailed Architectural Interior Design and Plans;

6.1.4 Detailed Furnishing Plans as allowed by the budget which indicate casework and base building equipment that shall be Contractor Furnished/Contractor Installed (CFCI);

6.1.5 Detailed Site/Civil Landscape Architectural Designs and Plans;

6.1.6 Detailed Site and Building Engineering Designs and Plans:

- a. Structural
- b. Sanitary/Plumbing
- c. Electrical
- d. Electrical Auxiliaries
- e. Mechanical
- f. Architectural,

6.1.7 Detailed Estimates and Bill of Quantities;

6.1.8 Proposed Design and Construction Schedule;

6.1.9 Occupational Health and Safety Program for the Construction Phase.

6.2 Construction Phase

6.2.1 General Requirements

- a. Permit to Construct;
- b. Permit (Building Permit, Electrical Permit, Sanitary Permit, Mechanical Permit, Zoning Permit, Fire Safety Permit, etc.);
- c. Project Billboard.

6.2.2 Temporary Facilities and Facilities for the Engineer

6.2.3 Earth Works

6.2.4 Structural Works

6.2.5 Site and Landscape Architectural Works

6.2.6 Sanitary/Plumbing Works

6.2.7 Electrical Works

6.2.8 Electrical Auxiliaries Works

6.2.9 Architectural Interior Design Works

6.2.10 Engineered Mechanical Building Utilities and Ventilation Systems

6.2.11 Way finding, Laboratory Hazard and Room Signage Systems

END OF PART I

PART II DETAILED PROJECT REFERENCE

1.0 ELIGIBILITY AND QUALIFICATION PROCESS

1.1 All submittals and attendances required for this bidding and enumerated in the Invitation to Bid must be strictly complied with, without exemption to the place, date and times unless otherwise modified with proper notification through Bid Bulletin by the Procuring Entity. The eligibility requirements and qualification process shall be in accordance with the provisions of Annex "G" of the IRR of RA 9184.

1.1.1 The eligibility requirements shall be in accordance with the provisions of Section 23 of the IRR of RA 9184 for the design phase and construction phase, respectively.

1.1.2 The eligibility criteria shall be in accordance with the Section 23.4.2 of The IRR of RA 9184 for the design phase and construction phase, respectively.

2.0 CONCEPTUAL DESIGN

The Bidder shall submit Preliminary Conceptual Design Plans of the building in accordance to the Procuring Entity's specifications on Architectural and Engineering Design. The Bidder shall abide by the criteria and parameters in Section III. Bid Data Sheet (BDS) of this Bidding Documents for the Design and Build of the Three-Storey Building.

2.1 Classification

2.1.1 Ownership : Valenzuela Medical Center

2.1.2 Type : Four-Storey Building with Three Elevator, Ramp and Roof Deck, and centralized STP and centralized powerhouse.

2.2 Space Requirements The four-storey building shall contain the following space requirements/facilities subject to revisions during the negotiation stage of the procurement process (see C-F of Section VII. Drawings):

GROUND FLOOR: Ambulatory-surgical Services, Hemodialysis Clinic, Radiology Department

SECOND FLOOR: Operating Complex with Ramp, Surgical Intensive Care Unit, Post Anesthesia Care Unit, Anesthesia Department

THIRD FLOOR: Chemotherapy Clinic, Pulmonary and Critical Care Unit,
Department of Pathology and Laboratory

FOURTH FLOOR: Administrative Offices

ROOF DECK: Open Activity Area

2.3 Exterior Elements

physical The Bidder shall consider in its proposal the following supplemental requirements:

2.3.1 CCTV Security Systems

2.3.2 Pedestrian Access System

- a. Entrance and Exit Access (stairs, ramps, and the like)
- b. Clear accessible widths

2.4 Site Development Plan

2.4.1 Lot Occupancy, Building Shape and Orientation:

- recommended drawings and plans provided by National Building Code of the Philippines (NBCP) or PD 1096 and its current amendments;
- a. Minimum building setbacks shall be specified in the drawings and plans provided by National Building Code of the Philippines (NBCP) or PD 1096 and its current amendments;
 - b. Building shape shall be in accordance or as required by Building Official.

2.4.2 Circulation

- a. Minimum number of entry points and total width shall follow the NBC and Fire Code provisions;
- b. The circulation system shall identify emergency routes.

3.0 ARCHITECTURAL AND ENGINEERING DESIGN PARAMETERS

3.1 General Architectural and Engineering (A&E) Design Parameters:

3.1.1 Use of Appropriate Building Design and Technology:

- building program;
- a. Detailed design of interior spaces should accommodate the building program;
 - b. Building systems shall adopt energy-efficient and user-friendly technologies. Day lighting shall be interfaced with energy-efficient electric lighting. Passive cooling and thermal comfort monitoring of power consumption shall be incorporated;
 - c. Building envelope, materials and finishes shall be specified in accordance with green building principles. Use of renewable and recyclable materials should be maximized;
 - d. Addressing occupational hazards and environmental health concepts.

3.1.2 Compliance with Relevant Laws and Design Standards:

National Building Code of the Philippines (PD 1096) and its latest amended IRR;

National Structural Code of the Philippines (NSCP) 2015;

Accessibility Law (BP 344) and its latest amended IRR;

Fire Code of the Philippines;

Existing Local Codes and Ordinances.

3.1.3 Building Project Life Safety Features:

a. Fire sprinklers;

b. Fire Extinguishers and Extinguisher Cabinets within 80 feet;

c. Wet Pipe System Fire Hose Valve all floors + outdoor Siamese;

d. Smoke and Heat detectors in all rooms;

access
e. Doors open in the direction of egress. No doors or equipment less than 960 mm wide;

rise
(2009
f. Egress stairs (fire exits) shall comply with requirements for high-new construction and provide Areas of Rescue / Areas of Refuge International Building Code);

g. Lightning protection system.

END OF PART II

PART III DETAILED ARCHITECTURAL AND ENGINEERING DESIGNS

1.0 DETAILED ARCHITECTURAL DESIGN PLANS AND SPECIFICATIONS

1.1 The winning Bidder/Contractor shall prepare and submit a complete set of detailed architectural drawings/ plans and specifications of the building in accordance with the herein attached checklist of requirements:

1.1.1 Architectural Design Annex_ToR_A

1.1.2 Interior Design Annex_ToR_B

1.2 The winning Bidder/Contractor and its key personnel must possess qualification requirements provided in Section III. Bid Data Sheet (BDS) of this Bidding Documents.

2.0 DETAILED ENGINEERING DESIGN PLANS AND SPECIFICATIONS

2.1 The Bidder shall prepare and submit a complete set of detailed engineering drawings/plans and specifications for the below cited engineering discipline in accordance with the checklist of requirements of the respective Annexes:

2.1.1 Structural Designs and Civil Works Design Annex_ToR_C

2.1.2 Sanitary/Plumbing Design Annex_ToR_D

2.1.3 Mechanical Designs Annex_ToR_E

2.1.4 Electrical and its Auxiliaries Design Annex_ToR_F

END OF PART III

PART IV DETAILED ESTIMATES

1.0 PROJECT COST ESTIMATES

1.1 The Bidder shall prepare and submit for the purpose of the Bill of Quantities (BoQ) in this contract, a detailed cost estimate in accordance with the limit of the available Approved Budget for the Contract (ABC) and following the sequence of priorities below:

1.1.1 Design Development Phase

- Plans
 - b. Architecture & Engineering (A&E) Site Design Development and Sections
 - c. Detailed Architectural Plans, Elevations and Sections
 - d. Detailed Architectural Interior Designs, Finish Plans and Sample Boards
- indicate Contractor
 - e. Detailed Furnishing Plans as allowed by the budget which casework and base building equipment that shall be Furnished / Contractor Installed (CFCI)
 - f. Detailed Site/Civil Landscape Architectural Design and Plans
- Electrical
 - g. Detailed Site and Building Engineering Designs and Plans - Structural - Sanitary/Plumbing/Fire Protection - Electrical - Auxiliaries - Mechanical
 - h. Detailed Estimates, Bill of Quantities
 - i. Scope of Works and Technical Specifications
 - j. Proposed Design and Construction Schedule
 - k. Health and Safety Program for the Construction Phase

1.1.2 Construction Phase

- Building Mechanical Project Billboard
 - a. General Requirements - Permit to Construct (PTC) Sanitary/Plumbing/Fire Protection; - Permit (including Permit, Structural, Electrical Permit, Sanitary Permit, Permit, Zoning Permit, Fire Safety Permit, etc.) -
- Meeting
 - b. Temporary Facilities and Facilities for the Engineer Staff and Room
 - c. Earth Works
 - d. Structural Works
 - e. Architectural Works and Finishes
 - f. Sanitary/Plumbing Works and Finishes
 - g. Electrical Works and Finishes

Systems

- h. Electrical Auxiliaries Works and Finishes
- i. Mechanical Works and Finishes
- j. Architectural Interior Works
- k. Engineered Mechanical Building Utilities and Ventilation
- l. Wayfinding
- m. Site and Landscape Architectural Works

1.1.3 Furnishings, Equipment and Appliances

- a. Modular workstations and chairs
- b. cabinets, shelves, desks
- c. air conditioning units
- d. public address system and speakers
- e. CCTV
- f. industrial electric fans
- g. elevators

2.0 COST ESTIMATE GUIDELINES

2.1 In the preparation of all detailed cost estimates, the Bidder shall be guided by the Cost Estimate Form (Section 00470) in Project Manual Volume 1 Philippine Bidding Documents.

2.2 The labor component of the cost estimates shall follow the ranges provided in the ordinance and the latest wage order of the Department of Labor and Employment (DOLE)-NCR.

3.0 UNIT PRICE ANALYSIS

The Bidder shall draw up a unit price analysis for each of the pay items.

4.0 PROPOSED DESIGN AND CONSTRUCTION SCHEDULE

The target number of days to complete the project **Four-Storey Building is Three Hundred Sixty (360)** calendar days within FOURTEEN (14) calendar days upon receipt by the winning Bidder/Contractor of the Notice to Proceed.

END OF PART IV

PART V CONSTRUCTION PHASE

1.0 PERMITS AND CLEARANCES

1.1 The Contractor shall pay for any and all expenses necessary and incidental for the Procuring Entity to be able to secure the following:

1.1.1 Permit to Construct (PTC);

1.1.2 Environmental Clearance Certificate (ECC), including the corresponding Tree Cutting Permit from the concerned government agencies, if necessary;

1.1.3 Building Permit, Zoning Permit, Electrical Permit, Free Safety Permit.

1.2 The Contractor shall, upon authorization of the Procuring Entity, make representation with the concerned government agencies to expedite the release of the same.

2.0 TEMPORARY STRUCTURES AND FACILITIES

2.1 The Contractor shall provide and maintain the following:

2.1.1 Temporary office and/or quarters with water, light, telephone and toilet facilities for the contractor's project team personnel;

2.1.2 Temporary bunkhouses/quarters for the contractor's work force complete with toilet and bath facilities.

2.2 The Contractor shall also prepare and implement a plan for egress upon completion of the project.

3.0 MOBILIZATION

The Contractor shall mobilize all the required project team personnel, equipment, tools and manpower with the required skills and in sufficient number as may be necessary for his efficient undertaking of the project.

4.0 CONSTRUCTION SUPERVISION

The Contractor shall execute all the works under the contract in strict accord with standard engineering methodology and procedures and shall be responsible for maintaining cleanliness and orderliness, health and safety of workers and general public in the project area throughout the duration of the contract.

5.0 ELECTRIFICATION AND WATER SOURCE

The Contractor shall shoulder both electrical and water bills incurred during the construction phase.

6.0 QUALITY CONTROL

The Contractor shall adhere to the submitted and approved Minimum Material Testing Plan:

6.1 Special Inspection and Testing Requirements

The Contractor shall provide quality assurance for the construction of the seismic force resistance system designated by the Structural Engineer of record by recording periodic inspections and testing of structural components in a timely manner during construction. The system may include structural elements such as a steel intermediate moment resistance frame and concrete shear walls, and additional system such as anchorage of equipment used for emergency and standby equipment.

6.2 Building Commissioning

The Contractor shall comply with standard commissioning specifications and requirements, and coordinate these requirements with the Procuring Entity.

7.0 MATERIALS

7.1 All materials and equipment shall be standard products of manufacturers engaged in the production of such materials and equipment and shall be the manufacturer's latest standard design.

7.2 The materials and workmanship supplied shall be of the best grade and constructed and/or installed in a practical and first class manner. It shall be completed in operation, with nothing being omitted on the required labor and materials and shall be delivered and turned over in a complete and good condition.

7.3 All materials shall be in conformance and at par with the latest standards, and shall be inspected and approved by the Project Management Office (PMO).

8.0 FINAL DETAILED DESIGN AND CONSTRUCTION SCHEDULE

Approved by the Procuring Entity.

9.0 MINIMUM CONSTRUCTION SAFETY AND HEALTH PROGRAM

The Contractor shall abide with the following minimum safety and health program:

9.1 Safety Program

- shades, areas; 9.1.1 Contractor provides skull guards/ hardhats, raincoats, working and boots to employees who are assigned to hazardous areas;
- must properly and accidents while on duty; 9.1.2 Operators, drivers, and other employees who handle equipment thoroughly check their equipment, lubricate and handle them should be cautious, extra careful at all times to avoid accidents while on duty;
- the 9.1.3 Seat belts are provided in every truck/vehicle that is being used in project site;
- and 9.1.4 Fire extinguishers are to be placed in equipment such as fuel truck;
- 9.1.5 Employees are advised on the use of cigarettes, candles and other flammable materials to avoid occurrence of fire.

9.2 Health Program

- member 9.2.1 Upon entrance as construction site employees, the Contractor will provide that every construction employee automatically becomes a member of SSS, Pag-IBIG, and Phil Health Corporation;
- occur. In case of emergency room of the 9.2.2 A cabinet which contains over the counter drugs and other first aid supplies are ready for use in case of sickness or accidents that serious incidence, they are immediately brought to the nearest hospital;
- and for 9.2.3 Strictly no drinking liquor during working hours to ensure safety health purposes;
- shall receive 9.2.4 At the Contractor's and Subcontractors' discretion, construction employees found to engage in unsafe construction site services two warnings and training prior to termination;
- may 9.2.5 The Procuring Entity has zero tolerance for unsafe behavior that cause harm to the workers and other members of the community.

10.0 AS-BUILT PLANS

The Contractor shall prepare and submit as-built plans duly signed and sealed by a Civil Engineer in the same sheet size and scale as the original drawings in two (2) reproducible copies. Electronic copies of the as-built contract drawings shall also be submitted in native files for use with the Autodesk software AutoCAD and Revit. The *.PDF format files shall be delivered with the CAD or BIM files.

11.0 COORDINATION OF WORKS WITH PMO

The Procuring Entity through its Engineering Team shall act as its Project Management Office (PMO) who shall then work with the Contractor during the design, construction, and post-construction phases of the project.

END OF PART V

PART VI MODE OF PAYMENT

1.0 The Procuring Entity shall pay the Contractor progress payments based on billings for actual works accomplished, as certified by the PMO. In no case shall progress billing be made more than once every thirty (30) calendar days. Materials or equipment delivered on site but not completely put in place or used in the project shall not be included for payment.

2.0 All progress payment shall be subject to retention of ten percent (10%) based on the amount due to the Contractor prior to any deduction. The total retention money shall be released only upon Final Acceptance of the Project. The Contractor may however request for its release prior to Final Acceptance subject to the guidelines set forth in RA 9184 and its IRR.

3.0 The Contractor may request in writing, which must be submitted to form part of the Contract Documents, for an advance payment equivalent to fifteen percent (15%) of the total Contract Price. The advance payment shall be made once the Contractor issues its irrevocable standby letter of credit from a reputable bank acceptable to the Procuring Entity's system, or GSIS Surety Bond of equivalent value within fifteen (15) days from the signing of the Contract Agreement to cover abovementioned advance payment.

4.0 First Payment/Billing shall have an accomplishment of at least 20% of the construction phase.

5.0 The following documents must be submitted to the PMO before processing of payments to the Contractor be made:

5.1 Progress Billing

5.2 Detailed Statement of Work Accomplished (SWA)

5.3 Request for payment by the Contractor

5.4 Photographs of original site conditions (for First Billing only)

5.5 Photographs of works accomplished

5.6 Payment of utilities (electric and water consumption)

5.7 Contractor's affidavit (if accomplishment is more than 60%)

END OF PART VI

PART VII BIDDER'S RESPONSIBILITIES

1.0 (see Instructions to Bidders)

2.0 In addition to those provided in the abovementioned Section, the following are also essential:

2.1 The Bidder is expected to have visited the project site, familiarized the terrain, climatic conditions, availability of local manpower and construction materials, and local statutes that have direct bearing on the project.

2.2 The Bidder is required to submit the proposed relocation map/plan of affected utilities.

2.3 The Bidder is required to submit a Preliminary Conceptual Design in accordance with the degree of detail specified in Part II, 2.0 Conceptual Design of this ToR. Prior to the award of the contract, the preliminary designs shall be rectified for errors in the interpretation of the specified conceptual design specifications and parameters.

END OF PART VII

PART VIII RESPONSIBILITIES OF VMC

1.0 RIGHT-OF-WAY

The Procuring Entity shall secure the necessary Right-of-Way and access to the site from the date of contract award until building construction and site work is completed.

2.0 ENVIRONMENTAL CLEARANCE CERTIFICATE

The Procuring Entity shall assist the contractor in securing the necessary Environmental Clearance Certificate (ECC). It shall be the responsibility of the contractor to pay for any and all expenses necessary in the preparation of Environmental Impact Statement and to secure such and to make representation and follow-ups to expedite the release of the same.

END OF PART VIII

PART IX PROJECT ACCEPTANCE AND TURNOVER

1.0 The Procuring Entity through its PMO shall ensure that the Contractor and its completed work is:

1.1 In accordance with the Construction Contract documents (plans and specifications) approved by the Procuring Entity;

1.2 Able to perform as expected and that the building was properly constructed to allow successful testing, commission, and certification.

2.0 Should the PMO members notice minor defects after completing the punch list, new items may be added to the list which the Contractor shall correct prior to final acceptance.

3.0 The Procuring Entity shall release the retention money upon Final Acceptance of the project.

4.0 The Warranty Security shall be returned one (1) year after the issuance of the Certificate of Final acceptance.

END OF PART IX

ANNEXES_ToR

ANNEX_TOR_A

ARCHITECTURAL DESIGN CHECKLIST OF REQUIREMENTS

Architectural works shall conform to the following standards:

1. National Building Code of the Philippines (PD 1096) and its latest amended IRR;
2. The Architectural Act of 2004 (RA 9266) and its latest amended IRR;
3. Accessibility Law (BP 344) and its latest amended IRR;
4. Fire Code of the Philippines (RA 9514) and its latest amended IRR;
5. National Structural Code of the Philippines (NSCP) 2015;
6. National Plumbing Code of the Philippines (NPCP);
7. Sanitation Code of the Philippines;
8. Mechanical Engineering Code of the Philippines;
9. Philippine Electrical Code;

10. National Electric Code;
11. Existing Local Codes and Ordinances;
12. City Green Building Ordinance;
13. Bureau of Product Standards.

Architectural Design Proposal shall include:

1. Perspective, Site Development Plan, Vicinity/Location Map;
2. Floor Plans including furniture layout;
3. Elevation Plans;
4. Reflected Ceiling Plans including details;
5. Detail of Stairs, Emergency Exits, Accessible Ramps;
6. Detail of Toilets;
7. Detail of specialized design features for Clinics, Waiting Area and Storage Areas; and
10. Detail of Warehouse;

ANNEX_TOR_B

INTERIOR DESIGN CHECKLIST OF REQUIREMENTS

Interior works shall conform to the following standards:

1. National Building Code of the Philippines (PD 1096) and its latest amended IRR;
2. The Architectural Act of 2004 (RA 9266) and its latest amended IRR;
3. Accessibility Law (BP 344) and its latest amended IRR;
4. Fire Code of the Philippines (RA 9514) and its latest amended IRR;
5. National Structural Code of the Philippines (NSCP) 2015;
6. National Plumbing Code of the Philippines (NPCP);
7. Sanitation Code of the Philippines;
8. Mechanical Engineering Code of the Philippines;
9. Philippine Electrical Code;
10. National Electric Code;
11. Existing Local Codes and Ordinances;
12. City Green Building Ordinance;
13. Bureau of Product Standards

ANNEX_TOR_C

STRUCTURAL AND CIVIL WORKS DESIGN CHECKLIST OF REQUIREMENTS

Civil and Structural Designs shall conform to the following standards: Codes

1. National Structural Code of the Philippines (NSCP) 2015;
2. National Building Code of the Philippines (PD 1096) and its latest amended IRR;
3. Accessibility Law (BP 344) and its latest amended IRR;
4. Existing Local Codes and Ordinances;
5. City Green Building Ordinance;

Standards

1. Bureau of Product Standards (BPS);
2. Philippine National Standards (PNS);
3. DPWH Blue Book;
4. American Concrete Institute (ACI);
5. American Society for Testing Materials (ASTM);
6. American Welding Society (AWS). Civil and Structural Designs Proposals shall include:

1. General Notes and Construction Standards;
2. Site Development Plan;
3. Foundation Plan;
4. Floor Framing Plans;
5. Roof Framing Plans;
6. Detail of Footings and Columns;
7. Detail of Beams and Floor Slabs;
8. Detail of Trusses;
9. Detail of Stairs, Emergency Exits, Accessible Ramps;
10. Structural Analysis and Design;
11. Seismic Analysis;
12. Geotechnical Analysis;
13. Structural and Technical specifications;
14. Structural scope of works;
15. Structural Bill of Quantities;
16. Cost Analysis.

ANNEX_TOR_D

SANITARY/PLUMBING DESIGN CHECKLIST OF REQUIREMENTS

Sanitary/Plumbing designs shall conform to the following standards:

Codes

1. National Building Code of the Philippines (PD 1096) and its latest amended IRR;
2. Fire Code of the Philippines (RA 9514) and its latest amended IRR;
3. National Plumbing Code of the Philippines;
4. Sanitation Code of the Philippines;
5. Existing Local Codes and Ordinances.

Standards

1. Bureau of Product Standards (BPS);
2. Philippine National Standards for Drinking Water;
3. Underwriters Laboratory (UL);
4. DOH National Laboratory (NRL);
5. DOH Health Care Waste Management Manual;
6. National Water Resources Board (NRWB);
7. National Plumbers Association of the Philippines (NAMPAP);
8. Philippine Society of Sanitary Engineers, Inc. (PSSE).

Sanitary/Plumbing Design proposal shall include:

1. General Notes and Legends;
2. Location and Site Plan;
3. Water Line Layout including actual length of tapping line to Main Water Line;
4. Storm Drainage Layout including actual length of tapping line to Main Drainage Line;
5. Sewer Line Layout including actual length of tapping line to septic tank or existing sewer line;
6. Isometric Layout showing waterline, sewer line and drainage line;
7. Detail connections of catch basins, downspouts, etc.;
8. Details of Septic Tank/Sewer Treatment Plant;
9. Design Analysis;
10. Sanitary Technical Specifications;
11. Sanitary Scope of Works;
12. Sanitary Bill of Quantities;
13. Cost Analysis.

ANNEX_TOR_E

MECHANICAL DESIGN CHECKLIST OF REQUIREMENTS

Mechanical design shall conform to the following standards:

Codes

1. National Building Code of the Philippines (PD 1096) and its latest amended IRR;
2. Fire Code of the Philippines (RA 9514) and its latest amended IRR;
3. Mechanical Engineering Code of the Philippines (ME Code);
4. Existing Local Codes and Ordinances.

Standards

1. Bureau of Product Standards (BPS);
2. Philippine National Standards for Drinking Water;
3. Underwriters Laboratory (UL) and Factory Manual (FM);
4. International Electro-Technical Commission (IEC) 1998;
5. National Fire Protection Association (NFPA);
6. National Fire Protection Association (NFPA) 99 Standard for Health Care Facilities;
7. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE);
8. Center for Disease Control and Prevention (CDC) Manual.

Mechanical Design proposal shall include:

1. General Notes and Legends;
2. Location and Site Plan;
3. Floor Plans/Isometric Drawings showing ventilation and Air Conditioning Systems and other installations;
4. Floor Plans/Isometric Drawings of Fire Suppression Systems, fire sprinkler system, wet stand pipe, dry stand pipe and other installations;
5. Details of Air Conditioning System;
6. Details of Firewater Supply System;
7. Technical Specifications;
8. Mechanical Scope of Works;
9. Mechanical Bill of Quantities;
10. Cost Analysis.

ANNEX_TOR_F

ELECTRICAL AND ELECTRICAL AUXILIARIES DESIGN CHECKLIST OF REQUIREMENTS

Electrical and its Auxiliaries Design shall conform to the following standards:

Codes

1. National Building Code of the Philippines (PD 1096) and its latest amended IRR;
2. Fire Code of the Philippines (RA 9514) and its latest amended IRR;
3. Philippine Electrical Code;
4. Existing Local Codes and Ordinances.

Standards

1. Bureau of Product Standards (BPS);
2. Underwriters Laboratory (UL);
3. International Electro-Technical Commission (IEC) 1998;
4. National Fire Protection Association (NFPA);
5. Illumination Engineering Society (IES);
6. National Electrical Manufacturer's Association (NEMA).

Electrical and its Auxiliaries Design proposal shall include:

1. General Notes and Legends;
2. Location and Site Plan;
3. Lighting Layout including details;
4. Power Layout including details;
5. Auxiliary System Layout details for Telephone with Intercom, CCTV, WAN and LAN System, Audio System, Video System; (Note: All components and devices shall conform to the latest infrastructure systems)
6. Schedule and detail of loads;
7. Riser Diagram;
8. Electrical computation;
9. Design Analysis;
10. Electrical technical Specifications;
11. Electrical Scope of Works;
12. Electrical Bill of Quantities;
13. Cost Analysis.

Section VI. Specifications

Notes on Specifications

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

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

Section VII. Drawings

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

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

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

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

Daywork Schedule

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

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

Provisional Sums

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

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

Signature Box

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

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

DETAILED ESTIMATES:

BILL OF QUANTITIES					
	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
I.	Design Phase				
	Complete Architectural and Engineering Design	1	lot	Php	
II.	Construction Phase				
	Earthworks / Site Works	1	lot	Php	
	Foundation Works	1	lot	Php	
	Columns and Beams	1	lot	Php	
	Elevator Shaft and Pit	1	lot	Php	
	Slab Works	1	lot	Php	
	Masonry Works	1	lot	Php	
	Architectural Finishes	1	lot	Php	
	Doors and Windows	1	lot	Php	
	Painting Works	1	lot	Php	
	Railings	1	lot	Php	
	Thermal and Moisture Protection	1	lot	Php	
	Electrical Roughing-In Works	1	lot	Php	
	Lighting System	1	lot	Php	

	Power System	1	lot	Php	
	CATV and MATV Systems	1	lot	Php	
	Nurse Call Systems	1	lot	Php	
	Structured Cabling and Telephone System	1	lot	Php	
	Fire Detection and Alarm System	1	lot	Php	
	Plumbing / Sanitary Roughing-In Works	1	lot	Php	
	Waterline System	1	lot	Php	
	Sewer Line and Vent System	1	lot	Php	
	Storm Drainage System	1	lot	Php	
	Mechanical Roughing-In Works	1	lot	Php	
	Fire Protection System	1	lot	Php	
	Ventilation and Air-conditioning System	1	lot	Php	
	Medical Gases and Vacuum System	1	lot	Php	
	Lighting Protection System	1	lot	Php	
	Grounding System	1	lot	Php	
	Elevator System	1	lot	Php	
	Central Sewerage Treatment Plant	1	lot	Php	
	Central Powerhouse	1	lot	Php	

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) 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**
- (c) 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**
- (d) A valid PCAB License **equivalent to License Category AA or above and Special PCAB License** in case of Joint Ventures; **and** registration for the type and cost of the contract to be bid; **and**
- (e) 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**
- (f) 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**
- (g) 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

- (h) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).

Class “B” Documents

- (i) 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

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

Other documentary requirements under RA No. 9184

- (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (l) 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**
- (m) Cash Flow by Quarter.

ADDITIONAL REQUIREMENTS FOR POST-QUALIFICATION

1.	Bidding Documents duly signed/initialed by the authorized representative of the prospective bidder (each page) with attached copy of Official Receipt
2.	Document Request List (DRL) from PhilGEPS
3.	Bid Bulletin/s (if applicable)
4.	Certificate of Good Performance from at least one (1) Government or Private Hospital/Agency except from VMC (CY 2020 to present)
5.	For Single Largest Completed Contract (SLCC) supported by the ff: <ul style="list-style-type: none"> ➢ Owner's Certificate of Final Acceptance ➢ Have at least One (1) similar project, both in design and construction with at least 50% of the cost of the ABC If no experience in design and build projects on its own it may enter into partnership or joint venture with design or engineering firms for the design portion of the contract
6.	If Sole Proprietorship/Partnership, attach Special Power of Attorney
7.	Income Tax Return duly received by BIR or its duly accredited or authorized institutions
8.	Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring entity;
9.	Design and construction methods
10.	List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data
11.	Value engineering analysis of design and construction method.
12.	Construction schedule, S-curve, manpower schedule, equipment utilization schedule, construction safety and health program
13.	Certification of On-site Inspection signed by Engr. Zoraida S. Cuadra

