

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the
Philippines

**SUPPLY AND INSTALLATION OF TWO (2)
STOREY TWENTY-FOUR (24) UNITS –
TWENTY (20) FOOTER FIFTY (50) BEDS
HOSPITAL CONTAINER VAN WITH RAMP**

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. 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 of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; 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 Goods 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 Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement 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, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications 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 Procurement Project, Project Identification Number, and Procuring Entity, in addition to the 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 Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

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 – BangkoSentral ng Pilipinas.

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])

CDA - Cooperative Development Authority.

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.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

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.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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.

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.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

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 (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in 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.



INVITATION TO BID

SUPPLY AND INSTALLATION OF TWO (2) STOREY TWENTY-FOUR (24) UNITS – TWENTY (20) FOOTER FIFTY (50) BEDS HOSPITAL CONTAINER VAN WITH RAMP

Public Bidding No. VMC 2022-039

The *Valenzuela Medical Center*, through the GAA/Income intends to apply the sum of *Seven Million Pesos Only (P7,000,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *SUPPLY AND INSTALLATION OF TWO (2) STOREY TWENTY-FOUR (24) UNITS – TWENTY (20) FOOTER FIFTY (50) BEDS HOSPITAL CONTAINER VAN WITH RAMP*. 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 Thirty (30) Calendar Days from the date of award. 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 **August 20, 2022 to September 12, 2022, 10:00 am. – 4:00 pm.**
4. A complete set of Bidding Documents may be acquired by interested bidders on **August 20, 2022 to September 12, 2022, 10:00 am to 4:00 pm** 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 Ten thousand Pesos Only (P10,000.00).* 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 **August 30, 2022, 1:30 pm** at VMC BAC Office, 2nd Floor, Annex 2, Padrigal St., Karuhatan, Valenzuela City and/or through videoconferencing/webcasting *via ZOOM*, 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 **September 12, 2022 at 10am** 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 **September 12, 2022 at 10am** 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

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

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 (VMC)* wishes to receive Bids for the ***SUPPLY AND INSTALLATION OF TWO (2) STOREY TWENTY FOUR (24) UNITS - TWENTY (20) FOOTER FIFTY (50) BEDS HOSPITAL CONTAINER VANS WITH RAMP*** with identification number *Public Bidding VMC 2022-039*.

[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 composed ***one (1) line item***, the details of which are described in Section VII (Technical Specifications). ***One (1) line item***, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for ***CY 2022*** in the amount of ***Philippine Currency: Seven Million Pesos Only (P 7,000,000.00)***.

2.2. The source of funding is:

[If an early procurement activity, select one and delete others:]

a. NGA, the National Expenditure Program.

[If not an early procurement activity, select one and delete others:]

a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals 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 **IB** 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 verified and accepted the general requirements of this Project, including 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, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, 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. *[Select one, delete other/s]*

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

b. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

[Select one, delete the other/s]

a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of

public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of 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, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

[Select one, delete other/s]

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **August 30, 2022, 10:00am** and either at its physical address, Valenzuela Medical Center, Annex 1 Building, 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 VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the last *three (3) years period as provided in paragraph 2 of the IB*] prior to the deadline for the submission and receipt of bids.
- 10.3. 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. Similar to the required authentication above, 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.

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 VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. 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.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the 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.

13.2. Payment of the contract price shall be made in:

[Select one, delete the other/s]

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² 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**.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time (**September 12, 2022 @10:00am**) and either at its physical address, **Valenzuela Medical Center, Annex 1 Building, Padrigal St. Karuhatan, Valenzuela City** or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. 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.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 the 2016 revised IRR of RA No. 9184.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

[Select one, delete the other/s]

Option 1 – One Project having several items that shall be awarded as one contract.

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

[Delete Options 2 and 3 if Framework Agreement will be used.]

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the

NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. *[Include if Framework Agreement will be used:]*For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. 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, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}*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**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. *}*

21. Signing of the Contract

- 21.1. 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**.

[Include the following clauses if Framework Agreement will be used:]

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring

entity to procure the items in the Framework Agreement List when the need arises.

- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Container Van b. Completed within Three (3) Years prior to the deadline for the submission and receipt of bids
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.] N/A</i>
12	The price of the Goods shall be quoted DDP[<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than _____ <i>[Indicate the amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than _____ <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.] ABC</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.] N/A</i></p>
20.2	<i>Bid Bulletin shall be attached.</i>
21.2	<p><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity</i></p> <p><i>Refer to the Terms of Reference</i></p>

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 Supplier, 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.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to 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 of RA No. 9184. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:]*or Framework Agreement} specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

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 Goods purchased. 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	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i>“The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.</i></p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Supply and Installation of Two (2) Storey Twenty-Four (24) Units – Twenty (20) Footer Fifty (5)0 Beds Hospital Container Van with Ramp	1	7,000,000.00	<i>*Delivery within (30) working calendar days upon receipt of NTP.</i>
	Grand Total		7,000,000.00	

Section VII. Technical Specifications

Notes for Preparing the Technical 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 their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared 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 transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the

repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and 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 equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes 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 substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
		<p>Supply and Installation of Two (2) Storey Twenty-Four (24) Units – Twenty (20) Footer Fifty (5)0 Beds Hospital Container Vans with Ramp</p>	<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]</i></p>

TERMS OF REFERENCE

SUPPLY AND INSTALLATION OF TWO (2) STOREY TWENTY-FOUR (24) UNITS – TWENTY (20) FOOTER FIFTY (50) BEDS HOSPITAL CONTAINER VANS WITH RAMP OF VALENZUELA MEDICAL CENTER

PART I GENERAL PROJECT INFORMATION

1.0 PROJECT DESCRIPTION

1.1 Project Title: Supply and Installation of Two (2) Storey Twenty-Four (24) Units – Twenty (20) Footer Fifty (50) Beds Hospital Container Vans with Ramp of VMC

1.2 General Description

The project shall cover the supply and installation of a finished insulated attached Hospital Container Van of Valenzuela Medical Center with Ramp in Padrigal St., Karuhatan, Valenzuela City. The proposed two-storey container vans with ramp shall accommodate at least 50 bed wards as holding area and infectious ward. 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 : Supply and Installation of Two (2) Storey Twenty-Four (24) Units – Twenty (20) Footer Fifty (50) Beds Hospital Container Van with Ramp of Valenzuela Medical Center

Building Location : Padrigal St., Karuhatan, Valenzuela City

Lot Area : 232 sq. m.

Total Floor Area : Approximately 324 sq. m.

Type of Building : Two-Storey Container Van with Ramp

Procurement Mode : Public Bidding (Supply and Installation)

Approved Budget for the Contract (ABC) : Php 7,000,000.00

Delivery and Installation Period : 30 calendar days

2.0 BACKGROUND

2.1 Legal Basis

Valenzuela Medical Center (VMC) through its Bids and Awards Committee(BAC), intends to apply the sum of Seven Million Thousand Pesos(Php 7,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the proposed Two (2) Storey Twenty-Four (24) Units – Twenty (20) Footer Fifty (50) Beds Hospital Container Van with Ramp through the Supply and Installation scheme of government infrastructure projects. Funding has been provided by the Hospital Income of the VMC.

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 supply and install a two-storey hospital container van that is consistent with the following principles:

5.1.1 Minimizing adverse impacts on the natural environment.

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

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

6.0 GENERAL SCOPE OF WORK

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 : Two Storey - 24 Unit - 20 ft. Hospital Container Van with Ramp.

2.2 Space Requirements The two-storey container van 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: Holding Ward

SECOND FLOOR: Infectious Ward

2.3 Exterior Elements

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

2.3.1 Pedestrian Access System

a. Entrance and Exit Access (stairs, ramps, and the like)

b. Clear accessible widths

2.4 Site Development Plan

1.4.2 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:

- 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 systems and 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 Project Life Safety Features:

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

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 Electrical and its Auxiliaries Design Annex_ToR_F

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

- a. Architecture & Engineering (A&E) Site Design Development Plans and Sections
- b. Detailed Furnishing Plans as allowed by the budget which indicate casework and base building equipment that shall be Contractor Furnished / Contractor Installed (CFCI)
- c. Detailed Site/Civil Landscape Architectural Design and Plans
- e. Detailed Estimates, Bill of Quantities
- f. Scope of Works and Technical Specifications
- g. Proposed Design and Construction Schedule
- h. Health and Safety Program for the Construction Phase

1.1.2 Construction Phase

- a. General Requirements - Permit to Construct (PTC) Sanitary/Plumbing/Fire Protection; - Permit (including Building Permit, Structural, Electrical Permit, etc.) - Project Billboard
- c. Earth Works
- d. Structural Works
- e. Architectural Works and Finishes
- g. Electrical Works and Finishes
- h. Electrical Auxiliaries Works and Finishes
- j. Architectural Interior Works

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 DELIVERY AND INSTALLATION PERIOD

The target number of days to complete the project Two-Storey Container Van with Ramp is Thirty(30) calendar days within seven (7) calendar days upon receipt by the winning Bidder/Contractor of the Notice to Proceed.

PART V CONSTRUCTION PHASE

1.0 PERMITS AND CLEARANCES

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

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

- 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;
- 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 occur. In case of serious incidence, they are immediately brought to the emergency room of the nearest hospital;
- 9.2.3 Strictly no drinking liquor during working hours to ensure safety and for health purposes;
- 9.2.4 At the Contractor's and Subcontractors' discretion, construction employees found to engage in unsafe construction site services shall receive two warnings and training prior to termination;
- 9.2.5 The Procuring Entity has zero tolerance for unsafe behavior that may cause harm to the workers and other members of the community.

PART VI MODE OF PAYMENT

1.0 The cost of the installed Container Vans with Ramp must be inclusive of the delivery fee accessories and materials to be installed and labor for the installation.

2.0 Price inclusive of all government taxes, duties, and fees.

3.0 One-time payment shall be made after completion of installation work and acceptance.

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.

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.

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.

Technical Specifications

Section VIII. 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	
<i>Class “A” Documents</i>	
<i>Legal Documents</i>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
<input type="checkbox"/>	(b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
<input type="checkbox"/>	(c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
<input type="checkbox"/>	(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<i>Technical Documents</i>	
<input type="checkbox"/>	(e) 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;
<input type="checkbox"/>	(f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the last three (3) years as provided in the Bidding Documents;
<input type="checkbox"/>	(g) 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;
<input type="checkbox"/>	(h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
<input type="checkbox"/>	(i) Original duly signed Omnibus Sworn Statement (OSS); <ul style="list-style-type: none"> ➤ For corporation/Partnership/Cooperative – attach Original Notarized Secretary's Certificate ➤ For JVA - attach 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	
<input type="checkbox"/>	(j) The Supplier's audited financial statements, showing, among others, the supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; (2021 ITR) and
<input type="checkbox"/>	(k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
Class "B" Documents	
<input type="checkbox"/>	(l) If applicable, a duly signed joint venture agreement (JVA) 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	
<input type="checkbox"/>	(m) Original of duly signed and accomplished Financial Bid Form;
<input type="checkbox"/>	(n) Original of duly signed and accomplished Price Schedule(s).
<input type="checkbox"/>	(o) Brochure

ADDITIONAL REQUIREMENTS BY VMC (POST-QUALIFICATION)	
<input type="checkbox"/>	Bidding Documents duly signed or initialed by the authorized representative of the prospective bidder (each page) Attach Official Receipt as proof of payment.
<input type="checkbox"/>	Income Tax Return (ITR) for CY 2021
<input type="checkbox"/>	Document Request List (DRL)
<input type="checkbox"/>	Bid Bulletin/s
<input type="checkbox"/>	Certificate of Good Performance from at least one (1) Government or Private Hospital / Agency except from VMC (CY 2021-present)
<input type="checkbox"/>	Special Power of Attorney (SPA) for authorized representative if OSS is Sole Proprietorship
<input type="checkbox"/>	Proof of evidence for Single Largest Completed Contract (SLCC) – Purchase Order or Notice of Award or Contract Agreement
<input type="checkbox"/>	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

