



PHILIPPINE HEART CENTER  
East Avenue, Quezon City

**SUPPLEMENTAL BID BULLETIN No. 017-2024**

**SUBJECT : Revised Bidding Documents of the Project**

**PROJECT : Detailed Architectural & Engineering Drawings (DAED) for the proposed twelve (12) Storey Hospital Annex Bldg. With car park, basement and roof deck under Multi-Year Obligation Authority (MYOA) Fund ITB No. 013.24**

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To ensure that the transactions are comparatively advantageous to the interests of the PHC, the originally pre-issued bidding documents as mentioned above, revised technical specifications is hereby introduced.

**- Attached - Revised Bidding Documents- Annex "A"**

This Supplemental Bid Bulletin is hereby supersedes the original parameters as stated therein. All other requirements previously stated on the bid documents must be complied.

Please be guided accordingly.

**Approved.** Done this 21<sup>st</sup> day of February 2024, BAC Office, PHC.

**RANULFO JAVELOSA, JR., MD.**  
Chairman, BAC for Infrastructure, Medical Supplies and Services

# PHILIPPINE BIDDING DOCUMENTS

## Procurement of CONSULTING SERVICES

Government of the Republic of the Philippines

*Detailed Architectural & Engineering drawings (DAED)  
For the Proposed Twelve (12) Storey Hospital Annex Building  
With Car park, Basement and Roofdeck under Multi-Year  
Obligation Authority (MYOA) Fund*

ITB. No.: 013.24

Procuring Entity: Philippine Heart Center  
East Avenue, Quezon City

**Fifth Edition  
August 2016**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Consulting Services through Competitive Bidding have been prepared by the Government of the Philippines (GoP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the Government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), local government units (LGUs), 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 GoP or the World Bank 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 9184 (R.A. 9184).

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the minimum eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in Section II. Eligibility Documents of Part I; and Section II. Instructions to Bidders (ITB) and Section IV. General Conditions of Contract (GCC) of Part II. Data and provisions specific to each procurement and contract should be included in Section III. Eligibility Data Sheet (EDS) of Part I, Section III. Bid Data Sheet (BDS), and Section V. Special Conditions of Contract (SCC) of Part II. The forms to be used are provided in the attachments.

Care should be taken to check the relevance of the provisions of the Bidding Documents against the requirements of the specific Consulting Services to be procured. 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 Consulting Services. However, they should be adapted as necessary to the circumstances of the particular Project.
- (b) These PBDs are divided into Part I and Part II, which shall be both made available from the time the Request for Expression of Interest is first advertised/posted until the deadline for the submission and receipt of bids
- (c) Specific details, such as the “name of the Procuring Entity” and “address for proposal submission,” should be furnished in the EDS, BDS, and SCC. The final documents should contain neither blank spaces nor options.
- (d) This Preface and the footnotes or notes in italics included in the Request for Expression of Interest, EDS, BDS, SCC, Terms of Reference, and Appendices are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should contain no footnotes except Section VII. Bidding Forms of Part II since these provide important guidance to Bidders.

- (e) The criteria for evaluation and the various methods of evaluation in the ITB should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required in the BDS. The criteria that are not applicable should be deleted from the BDS.
- (f) 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.
- (g) If modifications must be made to bidding procedures, they can be presented in the BDS. Modifications for specific Project or Contract should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the EDS, BDS, or SCC these terms shall be printed in bold type face on Section II. Eligibility Documents, Section I. Instructions to Bidders, and Section III. General Conditions of Contract, respectively.

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# ***Section I. Request for Expression of Interest***

## **Notes on Request for Expression of Interest**

The Request for Expression of Interest provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Request for Expression of Interest shall be:

- (a) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website and the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, seven (7) calendar days starting on the date of advertisement; and
- (b) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned for seven (7) calendar days, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned.
- (c) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Sections 21.2.1(c) of the IRR of R.A. 9184<sup>1</sup>;

Apart from the essential items listed in the Bidding Documents, the Request for Expression of Interest should also indicate the following:

- (a) The date of availability of the Bidding Documents, the place where it may be secured and the deadline for submission of the Expression of Interest (EOI) together with the application for eligibility;
- (b) The set of criteria and rating system for short listing of prospective bidders to be used for the particular contract to be Bid, which shall consider the following, among others:
  - (i) Applicable experience of the consultant and members in case of joint ventures, considering both the overall experiences of the firms or, in the case of new firms, the individual experiences of the principal and key staff, including the times when employed by other consultants;
  - (ii) Qualification of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking; and
  - (iii) Current workload relative to capacity;
- (c) The number of consultants to be short listed and the procedure to be used in the evaluation of Bids of short listed consultants, *i.e.*, QBE or QCBE; and if QCBE, the weights to be allocated for Technical and Financial Proposals; and

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<sup>1</sup> Two years after effectivity of the 2016 Revised IRR of RA 9184 on **28 October 2016**, advertisement in a newspaper of general nationwide circulation shall no longer be required. However, a Procuring Entity that cannot post its opportunities in the PhilGEPS for justifiable reasons shall continue to publish its advertisements in a newspaper of general nationwide circulation.

(d) The contract duration.

In the case of WB funded projects, the Request for Expression of Interest shall be sent to all who have expressed an interest in undertaking the services as a result of any General Procurement Notice issued. In addition, it shall also be sent to all heads of associations of consultants within the area where the project will be undertaken

## ***Philippine Heart Center***

### **REQUEST FOR EXPRESSION OF INTEREST FOR**

#### ***“Detailed Architectural & Engineering drawings (DAED) For The Proposed Twelve (12) Storey Hospital Annex Building with Car park, Basement and Roof deck under Multi-Year Obligation Authority (MYOA) Fund”***

1. The *Philippine Heart Center (PHC)*, through the Government of the Philippines<sup>2</sup> intends to apply the sum of **Php 25,000,000.00.** being the Approved Budget for the Contract (ABC) to payments under the contract for **“Detailed Architectural & Engineering drawings (DAED) For the Proposed Twelve (12) Storey Hospital Annex Building with Car park, Basement and Roofdeck under Multi-Year Obligation Authority (MYOA) Fund”**. Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.
2. The *Philippine Heart Center (PHC)* now calls for the submission of eligibility documents for ***“Detailed Architectural & Engineering drawings (DAED) For the Proposed Twelve (12) Storey Hospital Annex Building with Car park, Basement and Roofdeck under Multi-Year Obligation Authority (MYOA) Fund”***<sup>3</sup>. Eligibility documents of interested consultants must be duly received by the BAC Secretariat on or before **February 2, 2024, 10:00 A.M.** at **Bids and Awards Committee (BAC), Basement Floor MAB Bldg., PHC.** Applications for eligibility will be evaluated based on a non-discretionary “pass/fail” criterion.
3. Interested bidders may obtain further information from *Philippine Heart Center* and inspect the Bidding Documents at the address given below during ***8:00 A.M to 4:00 P.M Monday to Friday.***
4. A complete set of Bidding Documents may be acquired by interested Bidders on ***February 2, 2024*** from the address below upon submission of the following :
  - 4.1. PhilGEPS Registration Certification (Platinum – 3 pages)
  - 4.2. Printed Document Request List (DRL) from the Philippine Government Electronic Procurement System (PhilGEPS) website
  - 4.3. Notarized Joint Venture Agreement (if applicable)
  - 4.4. Letter of Intent

and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Twenty-Five Thousand (Php 25,000.00)***

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<sup>2</sup> In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of GOCCs, GFIs, and SUCs, the Corporate Budget for the contract approved by the governing Boards; in the case of LGUs, the Budget for the contract approved by the respective Sanggunian. (Section 5(a), R.A. 9184)

<sup>3</sup> A brief description of the terms of reference of the Consulting Service should be provided, including outputs/deliverables, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation.



It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

5. The BAC shall draw up the short list of consultants from those who have submitted Expression of Interest, including the eligibility documents, and have been determined as eligible in accordance with the provisions of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act”, and its Implementing Rules and Regulations (IRR). The short list shall *not exceed three (3)*<sup>4</sup> prospective bidders who will be entitled to submit bids. The criteria and rating system for short listing are:

CRITERIA	RATINGS
Applicable experience of the Consultant	60%
Qualification of Principal & Staff of the Consultant	30%
Current workload relative to capacity	10%
T O T A L	100%

Prospective bidders must pass the minimum score of seventy-five percent (75%) to be shortlisted.

6. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the IRR of RA 9184. Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.
7. The Procuring Entity shall evaluate bids using the *Quality-Cost Based Evaluation/Selection (QCBE/QCBS)*. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.
8. The contract shall be completed *in sixty (60) calendar days*.
9. The *Philippine Heart 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

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<sup>4</sup> For World Bank financed contract, the short list should be six (6) Consultants.

10. For further information, please refer to:

***PHC-BAC Secretariat***  
*Bids and Awards Committee*  
*Philippine Heart Center*  
*East Avenue, Quezon City*  
*Telefax No. : 925-2401 local 4059*  
*PHC website: [www.phc.gov.ph](http://www.phc.gov.ph)*

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**RANULFO B. JAVELOSA, JR., M.D.**  
Chairman BAC for Infra, Medical  
Supplies & Services

## ***Section II. Eligibility Documents***

### **Notes on the Eligibility Documents**

This Section provides the information necessary for prospective bidders to prepare responsive Eligibility Documents in accordance with the requirement of the Procuring Entity.

The provisions contained in this Section are to be used unchanged. Additional information or requirements specific to each procurement shall be specified in the EDS.

## 1. Eligibility Requirements

2.1. The following eligibility requirements, together with the Eligibility Documents Submission Form, shall be submitted on or before the date of the eligibility check specified in the Request for Expression of Interest and Clause 5 for purposes of determining eligibility of prospective bidders:

(a) Class “A” Documents –

### Legal Documents

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 24.1 of the IRR, provided, that the winning Consultant shall register with PhilGEPS in accordance with Section 37.1.4 of the IRR;

### Technical Documents

- (ii) Statement of the prospective bidder of all its ongoing and completed 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, within the relevant period provided in the **EDS**. The statement shall include, for each contract, the following:
  - (ii.1) the name and location of the contract;
  - (ii.2) date of award of the contract;
  - (ii.3) type and brief description of consulting services;
  - (ii.4) consultant’s role (whether main consultant, subconsultant, or partner in a JV)
  - (ii.5) amount of contract;
  - (ii.6) contract duration; and
  - (ii.7) certificate of satisfactory completion or equivalent document specified in the **EDS** issued by the client, in the case of a completed contract;
- (iii) Statement of the consultant specifying its nationality and confirming that those who will actually perform the service are registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions in accordance with Clause 1.2, including their respective curriculum vitae.

(b) Class “B” Document –

If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 24.1(b) of the IRR of RA 9184.

- 2.2. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder’s country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder’s affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.
- 2.3. Prospective bidders may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities through a JV or subcontracting arrangements, as appropriate. However, subconsultants may only participate in the bid of one short listed consultant. Foreign Consultants shall seek the participation of Filipino Consultants by entering into a JV with, or subcontracting part of the project to, Filipino Consultants.

## **2. Format and Signing of Eligibility Documents**

- 3.1. Prospective bidders shall submit their eligibility documents through their duly authorized representative on or before the deadline specified in Clause 5.
- 3.2. Prospective bidders shall prepare an original and copies of the eligibility documents. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 3.3. The Eligibility Documents Submission Form shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the eligibility documents.
- 3.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the prospective bidder.

## **4. Sealing and Marking of Eligibility Documents**

- 4.1. Prospective bidders shall enclose their original eligibility documents described in Clause 2.1, in a sealed envelope marked “ORIGINAL – ELIGIBILITY DOCUMENTS”. Each copy thereof shall be similarly sealed duly marking the envelopes as “COPY NO. \_\_\_\_ - ELIGIBILITY DOCUMENTS”. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 4.2. The original and the number of copies of the eligibility documents as indicated in the **EDS** shall be typed or written in ink and shall be signed by the prospective bidder or its duly authorized representative/s.
- 4.3. All envelopes shall:
- (c) contain the name of the contract to be bid in capital letters;
  - (d) bear the name and address of the prospective bidder in capital letters;
  - (e) be addressed to the Procuring Entity's BAC specified in the **EDS**;
  - (f) bear the specific identification of this Project indicated in the **EDS**; and
  - (g) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of eligibility documents, in accordance with Clause 5.
- 4.4 Eligibility documents that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the documents as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked eligibility documents, or for its premature opening.

## **5. Deadline for Submission of Eligibility Documents**

Eligibility documents must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the Request for Expression of Interest and the **EDS**.

## **6. Late Submission of Eligibility Documents**

Any eligibility documents submitted after the deadline for submission and receipt prescribed in Clause 0 shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of submission and opening of eligibility documents, the Bidder's name, its representative and the time the eligibility documents were submitted late.

## **7. Modification and Withdrawal of Eligibility Documents**

- 7.1. The prospective bidder may modify its eligibility documents after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline specified in Clause 5. The prospective bidder shall not be allowed to retrieve its original eligibility documents, but shall be allowed to submit another set equally sealed, properly identified, linked to its original bid marked as "ELIGIBILITY MODIFICATION" and stamped "received" by the BAC. Modifications received after the applicable deadline shall not be considered and shall be returned to the prospective bidder unopened.
- 7.2. A prospective bidder may, through a letter of withdrawal, withdraw its eligibility documents after it has been submitted, for valid and justifiable reason;

provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of eligibility documents.

- 7.3. Eligibility documents requested to be withdrawn in accordance with this Clause shall be returned unopened to the prospective bidder concerned. A prospective bidder that withdraws its eligibility documents shall not be permitted to submit another set, directly or indirectly, for the same project. A prospective bidder that acquired the eligibility documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of eligibility documents.

## **8. Opening and Preliminary Examination of Eligibility Documents**

- 8.1. The BAC will open the envelopes containing the eligibility documents in the presence of the prospective bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **EDS**. The prospective bidders' representatives who are present shall sign a register evidencing their attendance.

In case the submitted eligibility envelopes cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the said envelopes and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

- 8.2. Letters of withdrawal shall be read out and recorded during the opening of eligibility documents and the envelope containing the corresponding withdrawn eligibility documents shall be returned unopened to the withdrawing prospective bidder.

- 8.3. The eligibility documents envelopes and modifications, if any, shall be opened one at a time, and the following read out and recorded:

- (h) the name of the prospective bidder;
- (i) whether there is a modification or substitution; and
- (j) the presence or absence of each document comprising the eligibility documents vis-à-vis a checklist of the required documents.

- 8.4. The eligibility of each prospective bidder shall be determined by examining each bidder's eligibility requirements or statements against a checklist of requirements, using non-discretionary "pass/fail" criterion, as stated in the Request for Expression of Interest, and shall be determined as either "eligible" or "ineligible." If a prospective bidder submits the specific eligibility document required, he shall be rated "passed" for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered "failed" for the particular eligibility requirement concerned. If a prospective bidder is rated "passed" for all the eligibility requirements, he shall be considered eligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the

prospective bidder concerned as “eligible.” If a prospective bidder is rated “failed” in any of the eligibility requirements, he shall be considered ineligible to participate in the bidding, and the BAC shall mark the set of eligibility documents of the prospective bidder concerned as “ineligible.” In either case, the BAC chairperson or his duly designated authority shall countersign the markings.

## **9. Short Listing of Consultants**

- 9.1. Only prospective bidders whose submitted contracts are similar in nature and complexity to the contract to be bid as provided in the **EDS** shall be considered for short listing.
- 9.2. The BAC shall draw up the short list of prospective bidders from those declared eligible using the detailed set of criteria and rating system to be used specified in the **EDS**.
- 9.3. Short listed consultants shall be invited to participate in the bidding for this project through a Notice of Eligibility and Short Listing issued by the BAC.

## **10. Protest Mechanism**

Decision of the Procuring Entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184



## ***Section III. Eligibility Data Sheet***

### **Notes on the Eligibility Data Sheet**

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

The Procuring Entity should specify in this Section the information and requirements specific to the circumstances of the Procuring Entity, the processing of the eligibility, and the rules that will apply in the determination and evaluation of eligibility.

In preparing this Section, the following aspects should be checked:

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

# **Eligibility Data Sheet**

<b>Eligibility Documents</b>	
1.2	<i>Detailed Architectural &amp; Engineering drawings (DAED) For the Proposed Twelve (12) Storey Hospital Annex Building with Carpark, Basement &amp;Roofdeck under Multi-Year Obligation Authority (MYOA) Fund.</i>
1.3	<i>If foreign participation is not allowed: No further instructions.</i>
2.1(a)(ii)	The statement of all ongoing and completed government and private contracts shall include all such contracts within <b>Ten (10) years</b> prior to the deadline for the submission and receipt of eligibility documents.
2.1(a)(ii.7)	<i>Copies of Certificate of Satisfactory Completion or equivalent document issued by the client in case of a completed contract shall be acceptable.</i>
2.1 (a)(ii)	The Bidder shall submit the following Class “A” documents with the Valid PhilGEPS Certification Registration:  1. Valid DTI Registration Certificate or SEC Registration 2. Valid Mayor’s /Business Permit 3. Valid Tax Clearance 4. Audited Financial Statement for the last two (2) consecutive years
4.2	<i>Each prospective Bidder shall submit One (1) Original and Two (2) copies of its Eligibility Documents properly Tabbed and Labeled</i>
4.3 (c)	<i>Philippine Heart Center Bids and Awards Committee Basement Floor, Medical Arts Building East Avenue, Central, Quezon City</i>
4.3 (f)	Request for Expression of Interest: <i>Detailed Architectural &amp; Engineering drawings (DAED) For the Proposed Twelve (12) Storey Hospital Annex Building with Carpark, Basement &amp;Roof deck under Multi-Year Obligation Authority (MYOA) Fund.</i>
5	The address for submission of eligibility document is :  <b>RANULFO B. JAVELOSA, JR., M.D.</b> <b>PHC BAC-Chairman</b> Bids and Awards Committee Philippine Heart Center Basement Floor, Medical Arts Building East Avenue, Central, Quezon City  The deadline for submission of eligibility documents in on or before February 2, 2024, 10:00 A.M
8.1	The place of Submission of Eligibility documents is: Bids and Awards Committee Basement Floor, Medical Arts Building East Avenue, Central, Quezon City  The date of shortlisting of bidders is <b>February 5-6, 2024, 10:00 A.M.</b>
9.1	<i>Similar contracts shall refer to Hospital Projects with complete architectural, structural, electrical, sanitary, mechanical, electronics and communication and fire protection Design Drawings done locally, abroad or combination of both .</i>

9.2	<p><i>1. Set of Criteria:</i></p> <p><i>1.1. Applicable experience of the Consultant – 60%</i></p> <p><i>1.2. Qualification of Principal &amp; Staff of the Consultant – 30%</i></p> <p><i>1.3. Current workload relative to capacity – 10%</i></p> <p><i>2. Rating System:</i></p> <p><i>2.1. Prospective bidders must pass the minimum score of seventy-five percent (75%) to be shortlisted</i></p>
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# ***Section I. Notice of Eligibility and Short Listing***

*February 8, 2024*

*[Name and Address of Short Listed Consultant]*

Dear *[Addressee]*:

1. The *Philippine Heart Center* (hereinafter called “Procuring Entity” has received financing (hereinafter called “funds”) from *DOH HFEP MYOA Fund* (hereinafter called the “Funding Source”) toward the cost of *Detailed Architectural & Engineering drawings (DAED) For Proposed Twelve (12) Storey Hospital Annex Building with Car park, Basement and Roof deck under Multi-Year Obligation Authority (MYOA) Fund*. The Procuring Entity intends to apply a portion of the funds in the amount of *Php 25,000,000.00* to eligible payments under the contract for *Detailed Architectural & Engineering drawings (DAED) For Proposed Twelve (12) Storey Hospital Annex Building with Car park, Basement and Roof deck under Multi-Year Obligation Authority (MYOA) Fund* for which the Bidding Documents is issued.
2. The Procuring Entity now invites bids to provide the following Consulting Services: “Detailed Architectural & Engineering Drawings (DAED) for the proposed Twelve (12) Storey Hospital Annex Building with Carpark, Basement & Roof deck under Multi-Year Obligation Authority (MYOA) Fund. More details on the services are provided in the Terms of Reference (TOR) for the project.
3. The Consultant shall be selected and employed in accordance with *Quality-Cost Based Evaluation/Selection (QCBE/QCBS* procedures as described in the Bidding Documents.
4. This notice has been addressed to the following short listed consultants:
5. It is not permissible for you to transfer this invitation to any other consultant.
6. The Bidding Documents may be acquired at *Philippine Heart Center Bids and Awards Committee (BAC)* during *8:00 A.M. to 4:00 P.M., Monday to Friday* upon payment of an applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Twenty Five Thousand Pesos only. (Php 25,000.00)*
7. The *Philippine Heart Center* will hold a Pre-Bid Conference on *February 16, 2024* at *Mini Auditorium MAB Annex Ground Floor, PHC*, which shall be open to all short listed consultants.<sup>5</sup>

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<sup>5</sup> 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.

Yours sincerely,

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**RANULFO B. JAVELOSA, JR., M.D.**

Chairman, BAC for Infra, Medical  
Supplies & Services

# **Bidding Documents**

## **Republic of the Philippines**

***Detailed Architectural & Engineering Drawings (DAED) for the Proposed Twelve (12) Storey Hospital Annex Building with Carpark, Basement & Roofdeck under Multi-Year Obligation Authority (MYOA) Fund***

# ***Section II. Instructions to Bidders***

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## **A. General**

### **1. Introduction**

- 1.1. The Procuring Entity named in the Bid Data Sheet (**BDS**) shall select an individual, sole proprietorship, cooperative, partnership, corporation, or a joint venture (JV) (hereinafter referred to as “Consultant”) from among those short listed, in accordance with the evaluation procedure specified in the **BDS**.
- 1.2. The Procuring Entity has received financing (hereinafter called “funds”) from the source indicated in the **BDS** (hereinafter called the “Funding Source”) toward the cost of the Project named in the **BDS**. The Procuring Entity intends to apply a portion or the whole of the funds to payments for this Project.
- 1.3. Consultants are invited to submit bids composed of a technical proposal and a financial proposal for Consulting Services required for this Project described in the **BDS**. Bids shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.4. If the **BDS** indicates that the Project will be completed in phases, each phase must be completed to the Procuring Entity’s satisfaction prior to the commencement of the next phase.
- 1.5. Consultants must familiarize themselves with local conditions and take them into account in preparing their bids. To obtain firsthand information on the project and on the local conditions, Consultants are encouraged to visit the Procuring Entity before submitting a bid and to attend the pre-bid conference specified in **ITB** Clause 7.
- 1.6. The Consultants’ costs of preparing their bids and negotiating the contract, including a visit to the Procuring Entity, are not reimbursable as a direct cost of the project.
- 1.7. Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the Funding Source or the Procuring Entity in accordance with **ITB** Clause 3.1.

### **2. Conflict of Interest**

- 2.1. The Funding Source’s policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity’s interests paramount, without any consideration for future work, and strictly avoid situations where a conflict of interest shall arise with their other projects or their own interests. Consultants shall not be hired for any project that would be in conflict with their prior or current obligations to other entities, or that may place them in a position of not being able to carry out the Project in the best interest of the Procuring Entity. Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:
  - (a) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment for the same Project;

- (b) If a Consultant is associated with, affiliated to, or owned by a contractor or a manufacturing firm with departments or design offices offering services as consultants unless such Consultant includes relevant information on such relationships along with a statement in the Technical Proposal cover letter to the effect that the Consultant shall limit its role to that of a consultant and disqualify itself and its associates from work in any other capacity that may emerge from the Project (including bidding for any part of the future project). The contract with the Consultant selected to undertake the Project shall contain an appropriate provision to such effect; or
- (c) If there is a conflict among consulting projects, the Consultant (including its personnel and subconsultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant project. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular situations where no conflict exists, a Consultant cannot be recruited to carry out a project that, by its nature, shall result in conflict with a prior or current project of such Consultant. Examples of the situations mentioned are when a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a Procuring Entity in privatization of public assets shall not purchase, nor advise purchasers, of such assets; or a Consultant hired to prepare Terms of Reference (TOR) for a project shall not be recruited for the project in question.

2.2. Consultants shall not be related to the Head of the Procuring Entity (HoPE), members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. The prohibition shall apply as follows:

- (a) If the Consultant is an individual or sole proprietorship, then to himself;
- (b) If the Consultant is a partnership, then to all its officers and members;
- (c) If the Consultant is a corporation, then to all its officers, directors and controlling stockholders;
- (d) If the Consultant is a cooperative, to all its officers, directors, and controlling shareholders or members; or
- (e) If the Consultant is a JV, the provisions of items (a), (b), (c), or (d) of this Section shall correspondingly apply to each of the members of the said joint venture, as may be appropriate.

Relationship of the nature described above or a failure to comply with the provisions of this clause will result in the rejection of the Consultant's bid.

2.3. Subject to the provisions of **ITB** Clause 2, any previous or ongoing participation by the Consultant, its professional staff, or its affiliates or associates under a

contract with the Funding Source or the Procuring Entity in relation to this Project may result in the rejection of its bid. Consultants should clarify their situation in that respect with the Procuring Entity before preparing its bid.

- 2.4. Failure by a Consultant to fully disclose potential conflict of interest at the time of Bid submission, or at a later date in the event that the potential conflict arises after such date, shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and including imprisonment.
- 2.5. Consultants are discouraged to include officials and employees of the Government of the Philippines (GoP) as part of its personnel. Participation of officials and employees of the GoP in the Project shall be subject to existing rules and regulations of the Civil Service Commission.
- 2.6. Fairness and transparency in the selection process require that Consultants do not derive unfair competitive advantage from having provided consulting services related to the Project in question. To this end, the Procuring Entity shall make available to all the short listed consultants together with the Bidding Documents all information that would in that respect give each Consultant a competitive advantage.

### **3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices**

- 3.1. The Procuring Entity as well as the Consultants shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the GoP, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
    - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
  - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Consultant in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 51.

#### **4. Consultant’s Responsibilities**

4.1. The Consultant or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VII. Bidding Forms as required in **ITB** Clause 10.2(d).

4.2. The Consultant is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for this Project, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 8.4.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of Republic Act 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of

appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of compensation, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

Failure to observe any of the above responsibilities shall be at the risk of the Consultant concerned.

- 4.3. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or 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.
- 4.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the Consultant out of the data furnished by the Procuring Entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 4.5. Before submitting their bids, the Consultants are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the GoP which may affect the contract in any way.
- 4.6. The Consultant shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 4.7. Consultants should note that the Procuring Entity will only accept bids from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Request for Expression of Interest.

## **5. Origin of Associated Goods**

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

## **6. Subcontracts**

- 6.1. Unless otherwise specified in the **BDS**, the Consultant may subcontract portions of the Consulting Services to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Consultant from any liability or obligation that may arise from the contract for this Project.
- 6.2. Subconsultant must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subconsultant is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Consulting Services shall be disallowed.
- 6.3. The Consultant may identify the subconsultant to whom a portion of the Consulting Services will be subcontracted at any stage of the bidding process or during contract implementation. If the Consultant opts to disclose the name of the subconsultant during bid submission, the Consultant shall include the required documents as part of the technical component of its bid. A subconsultant that is identified by the Consultant during contract implementation must comply with the eligibility criteria and documentary requirements and secure approval of the Procuring Entity.

## **B. Contents of Bidding Documents**

## **7. Pre-Bid Conference**

- 7.1. If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Consultants' questions on the technical and financial components of this Project.
- 7.2. The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the determination of the shortlisted consultants. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.



- 7.3. Consultants are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Consultant will in no way prejudice its bid; however, the Consultant is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 7.4. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

## **8. Clarifications and Amendments to Bidding Documents**

- 8.1. Shortlisted consultants may request for clarification(s) on and/or an interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 8.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin to be made available to all those who have properly secured the Bidding Documents at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 8.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 8.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Consultants who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Consultants who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 20.

## **C. Preparation of Bids**

### **9. Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

## **10. Documents Comprising the Bid: Technical Proposal**

10.1. While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information shall be declared non-responsive.
- (b) For projects on a staff-time basis, the estimated number of professional staff-months specified in the **BDS** shall be complied with. Bids shall, however, be based on the number of professional staff-months estimated by the Consultant.
- (c) Proposed professional staff must, at a minimum, have the experience indicated in the **BDS**, preferably working under conditions similar to those prevailing in the Republic of the Philippines.
- (d) No alternative professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

10.2. The Technical Proposal shall contain the following information/documents:

- (a) Technical Proposal Submission Form shall be the cover letter of the Technical Proposal, using the form prescribed in Section VII. Bidding Forms (TPF 1).
- (b) Bid security as prescribed in **ITB** Clause 15. If the bidder opts to submit the bid security in the form of:
  - (i) a bank draft/guarantee or an irrevocable Letter of Credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
  - (ii) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instrument.

- (c) Information indicated in the paragraphs below must be provided by the Consultant and each partner and/or subconsultant, if any, following the formats described in the Technical Proposal Forms:
- (i) A brief description of the organization and outline of recent experience of the Consultant and each partner and/or subconsultant on projects of a similar and related nature as required in form TPF 2. Consultant's References. For each project, the outline should indicate *inter alia*, the project, contract amount and the Consultant's involvement. Information should be provided only for those projects for which the Consultant was legally contracted by itself or as one of the major participating consultants within an association. Whenever applicable, the experience of individual experts from projects completed independently or when associated with consultants other than the one with whom the individual is currently associated with cannot be claimed as the experience of the current consultant or any one of its partners and/or subconsultants, but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.
  - (ii) Comments, if any, on the TOR (TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Procuring Entity) to improve performance in carrying out the Project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the Project. In this regard, unless the Consultant clearly states otherwise, it shall be assumed by the Procuring Entity that work required to implement any such improvements, are included in the inputs shown on the Consultant's Staffing Schedule. It shall include a list of facilities requested by the Consultant to be provided by the Procuring Entity, if any, in addition to those shown on the Data Sheet that may include support facilities such as: counterpart staff, office space, local transportation, equipment, domestic administrative support, etc. that would be needed to carry out the project.
  - (iii) A concise, complete, and logical description of how the Consultant's team shall carry out the services to meet all requirements of the TOR using TPF 4. Description of the Methodology and Work Plan for Performing the Project.
  - (iv) An organization chart of the key and support staff indicating their tasks and relationships amongst the Consultant and any partner and/or subconsultant, the Procuring Entity, the Funding Source and the GoP, and other parties or stakeholders, if any, involved in the project using TPF 5. Team Composition and Task.

- (v) The name, age, nationality, background employment record, and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the tasks assigned should be presented in the CV format shown in TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff. Only one duly notarized CV for each consultant involved in the Project may be submitted for each position.
- (vi) The Procuring Entity requires that each expert confirm that the content of his/her CV is correct and the experts themselves should sign the certification of the CV. In addition, the expert should submit a signed written commitment stating that the expert shall work for the Project once awarded the contract. A zero rating shall be given to a nominated expert if the expert:
  - (vi.1) is proposed for a domestic position but is not a Filipino citizen;
  - (vi.2) failed to state nationality on the CV; or
  - (vi.3) the CV is not signed in accordance with paragraph (v) above.
- (vii) A Time Schedule (TPF 7. Time Schedule for Professional Personnel) indicating clearly the estimated duration in terms of person-months (shown separately for work in the field and in the home office) and the proposed timing of each input for each nominated expert, including domestic experts, if required, using the format shown. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- (viii) A work plan showing in graphical format (bar chart) the timing of major activities, anticipated coordination meetings, and deliverables such as reports required under the TOR using TPF 8. Activity (Work) Schedule.
- (d) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VII. Bidding Forms.

## **11. Documents Comprising the Bid: Financial Proposal**

- 11.1. All information provided in a Consultant's Financial Proposal shall be treated as confidential. The Financial Proposal must be submitted in hard copy using the format shown in Financial Proposal Forms.
- 11.2. The Financial Proposal requires completion of six (6) forms, particularly, FPF 1, FPF 2, FPF 3, FPF 4, FPF 5, and FPF 6. FPF 1. Financial Proposal Submission Form should form the covering letter of the Financial Proposal. Form FPF 2. Summary of Costs FPF 3. Breakdown of Price per Activity, FPF

4. Breakdown of Remuneration per Activity, FPF 5. Reimbursables per Activity, and FPF 6. Miscellaneous Expenses, relate to the costs of consulting services under two distinct categories, namely: (a) Remuneration; and (b) Reimbursable Expenditures.

- 11.3. Remuneration is divided into billing rate estimates for international and domestic consultants. Reimbursable Expenditures are divided into per diem rates for international and domestic consultants and costs for other reimbursable expenditure items required to perform the consulting services.
- 11.4. The list of experts, and their respective inputs, identified in Financial Proposal Forms, must match the list of experts and their respective inputs shown in Technical Proposal Forms.
- 11.5. The Consultant shall be subject to Philippine taxes on amounts payable by the Procuring Entity under the contract through mandated withholding by local tax authorities of specified percentages of such amounts or otherwise. The **BDS** details the taxes payable.
- 11.6. The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the subconsultants, and its personnel (other than Philippine Nationals or permanent residents of the Philippines).
- 11.7. Unless otherwise provided in the **BDS**, total calculated bid prices, as evaluated and corrected for minor arithmetical corrections, such as computational errors, which exceed the approved budget for the contract (ABC) shall not be considered.

## **12. Alternative Bids**

Consultants participating in more than one bid or associating with any other entity other than those already provided in its eligibility documents and allowed by the Procuring Entity shall be disqualified.

## **13. Bid Currencies**

- 13.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the bid opening.
- 13.2. If so allowed in accordance with **ITB** Clause 13.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 13.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

## **14. Bid Validity**

- 14.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 14.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Consultants to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 15 should also be extended corresponding to the extension of the bid validity period at the least. A Consultant may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Consultant granting the request shall not be required or permitted to modify its bid.

## **15. Bid Security**

- 15.1. The Consultant shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
<p>a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the performance security required under ITB Clause 31, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 15.2. The bid security should 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.

- 15.3. No bid securities shall be returned to the Consultants after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Highest Rated Responsive Bid (HRRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 15.2.
- 15.4. Upon signing and execution of the contract pursuant to **ITB** Clause 31, and the posting of the performance security pursuant to **ITB** Clause 32, the Consultant's bid security will be discharged, but in no case later than the bid security validity period as indicated in **ITB** Clause 15.2.
- 15.5. The bid security may be forfeited:
- (a) if a Consultant:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 15.2;
    - (ii) does not accept the correction of errors pursuant to **ITB** Clause 11.7;
    - (iii) has a finding against the veracity of the required documents submitted in accordance with **ITB** Clause 27.2;
    - (iv) submission of eligibility requirements containing false information or falsified documents;
    - (v) any submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
    - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
    - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
    - (viii) refusal or failure to post the required performance security within the prescribed time;
    - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
    - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;



- (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Consultant:
- (i) fails to sign the contract in accordance with **ITB** Clause 31;
  - (ii) fails to furnish performance security in accordance with **ITB** Clause 32; or
  - (iii) any other reason stated in the **BDS**.

## **16. Format and Signing of Bids**

- 16.1. Consultants shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VII. Bidding Forms on or before the deadline specified in the **ITB** Clause 18 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical proposal and the second shall contain the financial proposal.
- 16.2. Forms as mentioned in **ITB** Clause 16.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 16.3. The Consultant shall prepare an original of the first and second envelopes as described in **ITB** Clauses 10 and 11. In addition, the Consultant shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 16.4. Each and every page of the Technical Proposal Submission Form and the Financial Proposal Submission Form under Section \_\_\_\_ hereof shall be signed by the duly authorized representative/s of the Consultant. Failure to do so shall be a ground for the rejection of the bid.
- 16.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Consultant.

## **17. Sealing and Marking of Bids**

- 17.1. Unless otherwise indicated in the **BDS**, Consultants shall enclose their original technical proposal described in **ITB** Clause 10, in one sealed envelope marked “ORIGINAL - TECHNICAL PROPOSAL”, and the original of their financial

proposal in another sealed envelope marked “ORIGINAL - FINANCIAL PROPOSAL”, sealing them all in an outer envelope marked “ORIGINAL BID”.

- 17.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_\_ - TECHNICAL PROPOSAL” and “COPY NO. \_\_\_\_ – FINANCIAL PROPOSAL” and the outer envelope as “COPY NO. \_\_\_\_”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 17.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative/s.
- 17.4. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Consultant in capital letters;
  - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 18.1;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
  - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 18.
- 17.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the bidder or its duly authorized representative shall acknowledge such condition of the Bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked Bid, or for its premature opening.

## **D. Submission and Opening of Bids**

### **18. Deadline for Submission of Bids**

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

### **19. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 18, shall be declared “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid submission and opening, the Consultant’s name, its representative and the time the late bid was submitted.

### **20. Modification and Withdrawal of Bids**

- 20.1. The Consultant may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Consultant shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified in accordance with **ITB** Clause 17.4, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Consultant unopened.
- 20.2. A Consultant may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The letter of withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 20.3 Bids requested to be withdrawn in accordance with **ITB** Clause 20.1 shall be returned unopened to the Bidders. A Consultant, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Consultant that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 20.4 No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Consultant on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Consultant’s bid security, pursuant to **ITB** Clause 15.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by R.A. 9184 and its IRR.

## **E. Evaluation and Comparison of Bids**

### **21. Opening and Preliminary Examination of Bids**

- 21.1 Only bids from short listed bidders shall be opened and considered for award of contract. These short listed bidders, whether single entities or JVs, should confirm in their Technical Proposal Submission Form that the information contained in the submitted eligibility documents remains correct as of the date of bid submission.
- 21.2 The BAC shall open the bids immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening on the next working day or at the soonest possible time through the issuance of a Bulletin to be posted at the PhilGEPS website and the website of the Procuring Entity concerned.

- 21.3 To determine each bidder's compliance with the documents prescribed in **ITB** Clause 10, the BAC shall open the first envelope (Technical Proposal) and check the submitted documents of each bidder in accordance with ITB Clause 10.2 to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 21.4 Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Consultant unopened
- 21.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 21.6 All technical envelopes shall be resealed. Those rated "passed" shall be secured for the detailed technical bid evaluation, while those rated "failed" will be secured for purposes of possible filing of a request for reconsideration unless the bidder waives its right to file a request for reconsideration, in which case, the envelope shall be returned to the bidder immediately. .
- 21.7 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

## **22. Process to be Confidential**

- 22.1 Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Consultant regarding the evaluation of their bids until the approval by the HoPE of the ranking of shortlisted Consultants, unless otherwise allowed in the **BDS** or in the case of **ITB** Clause 23.
- 22.2 Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Consultant's bid.

## **23. Clarification of Bids**

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Consultant for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Consultant in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

## **24. Bid Evaluation**

- 24.1 For the evaluation of bids, numerical ratings shall be used. In order to eliminate bias in evaluating the Bids, it is recommended that the highest and lowest scores for each Consultant for each criterion shall not be considered in determining the average scores of the Consultants, except when the evaluation is conducted in a collegial manner.
- 24.2 For complex or unique undertakings, such as those involving new concepts/technology or financial advisory services, participating short listed consultants may be required, at the option of the Procuring Entity concerned, to make an oral presentation to be presented by each Consultant, or its nominated Project Manager or head, in case of consulting firms, within fifteen (15) calendar days after the deadline for submission of Technical Proposals.
- 24.3 The entire evaluation process, including the submission of the results thereof to the HoPE for approval, shall be completed in not more than twenty-one (21) calendar days after the deadline for receipt of bids. The bid with the highest rank shall be identified as the Highest Rated Bid. The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.
- 24.4 All participating short listed consultants shall be furnished the results (ranking and total scores only) of the evaluation after the approval by the HoPE of the ranking. Said results shall also be posted in the PhilGEPS and the website of the Procuring Entity, if available, for a period of not less than seven (7) calendar days.

## **25 Evaluation of Technical Proposals**

- 25.1 The BAC shall then conduct a detailed evaluation of technical bids following the procedures specified in the **BDS** depending on the evaluation procedure identified in the Request for Expression of Interest and **ITB** Clause 1.1.
- 25.2 The BAC evaluates the Technical Proposals on the basis of their compliance with the requirements under **ITB** Clause 10 and responsiveness to the TOR using the following criteria:
- (a) Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties for the Project and general qualifications and competence including education and training of the key staff;
  - (b) Experience and capability of the Consultant which include records of previous engagement and quality of performance in similar and in other projects; relationship with previous and current clients; and, overall work commitments, geographical distribution of current/impending projects and attention to be given by the consultant. The suitability of the Consultant to the Project shall consider both the overall experiences of the firm and the individual experiences of the principal and key staff including the times when employed by other consultants; and
  - (c) Plan of approach and methodology with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach,

and the quality of interpretation of project problems, risks, and suggested solutions.

- 25.3 The BAC shall assign numerical weights and the minimum required technical score to each of the above criteria which shall be indicated in the **BDS**. A Bid shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum Technical Score (St) indicated in the **BDS**.
- 25.4 Technical Proposals shall not be considered for evaluation in any of the following cases:
- (a) late submission, *i.e.*, after the deadline set in the **ITB** Clause 18;
  - (b) failure to submit any of the technical requirements provided under this ITB and TOR;
  - (c) the Consultant that submitted a Bid or any of its partner and/or subconsultant belongs to one of the conflict of interest cases as described in **ITB** Clauses 2.1(k) to (c) and failed to make a proper statement to that effect in the cover letter; or
  - (d) the Technical Proposal included any cost of the services.

## **26 Opening and Evaluation of Financial Proposals**

- 26.1 Financial Proposals shall be opened on the date indicated in the **BDS**.
- 26.2 The Financial Proposals opened shall be evaluated based on the evaluation procedure indicated in **ITB** Clause 1.1 using the corresponding procedure provided in the **BDS**.

## **27 Negotiations**

- 27.1 Negotiations with the Consultant that submitted the Highest Rated Bid shall be held at the address indicated in the **BDS**. The aim is to reach agreement on all points.
- 27.2 Negotiations shall cover the following:
- (a) Discussion and clarification of the TOR and Scope of Services;
  - (b) Discussion and finalization of the methodology and work program proposed by the Consultant;
  - (c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, taking note of over-qualified personnel to be commensurate with the compensation of personnel with the appropriate qualifications, number of man-months and schedule of activities (manning schedule);

- (d) Discussion on the services, facilities and data, if any, to be provided by Procuring Entity concerned;
  - (e) Unless otherwise indicated in the **BDS**, discussion on the Financial Proposal submitted by the Consultant; and
  - (f) Provisions of the contract.
- 27.3 Having selected the Consultant on the basis of, among other things, an evaluation of the proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the bid. Before contract negotiations, the Procuring Entity shall require assurances that the experts shall be actually available. The Procuring Entity shall not consider substitutions during contract negotiations except for justifiable reason as may be determined by the Procuring Entity, such as illness, death, or resignation, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Project. If this is not the case and if it is established that key staff were offered in the bid without confirming their availability, the Consultant may be disqualified. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel's man-months have been served, except for justifiable reasons as may be determined by the Procuring Entity. Violators shall be fined an amount equal to the refund of the replaced personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.
- 27.4 Negotiations shall include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the TOR. The Procuring Entity and Consultant shall then work out the final TOR, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final TOR shall then be incorporated in Appendix I and form part of the contract. Special attention shall be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Procuring Entity to ensure satisfactory implementation of the Project.
- 27.5 The financial negotiations shall include a clarification of the Consultant's tax liability in the Philippines, if any, and the manner in which it shall be reflected in the contract; and shall reflect the agreed technical modifications in the cost of the services. The negotiations shall conclude with a review of the draft form of the contract. To complete negotiations, the Procuring Entity and the Consultant shall initial the agreed contract. If negotiations fail, the Procuring Entity shall invite the Consultant whose Bid received the second highest score to negotiate a contract. If negotiations still fail, the Procuring Entity shall repeat the process for the next-in-rank Consultant until the negotiation is successfully completed.

## **28 Post Qualification**

- 28.1 The BAC shall determine to its satisfaction whether the Consultant that is evaluated as having submitted the Highest Rated Bid (HRB) complies with and

is responsive to all the requirements and conditions specified in the Eligibility Documents and **ITB** Clauses 10 and 11.

- 28.2 Within a non-extendible period of five (5) calendar days from receipt by the Consultant of the notice from the BAC that it submitted the Highest Rated Bid, the Consultant 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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 28.3 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted pursuant to **ITB** Clauses 10 and 11, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

- 28.4 If the BAC determines that the Consultant with the Highest Rated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Consultant with the HRRB, and recommend to the HoPE the award of contract to the said Consultant at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.

- 28.5 A negative determination shall result in rejection of the Consultant's bid, in which event the BAC shall proceed to the next Highest Rated Bid with a fresh period to make a similar determination of that Consultant's capabilities to perform satisfactorily. If the second Consultant, however, fails the post qualification, the procedure for post qualification shall be repeated for the Consultant with the next Highest Rated Bid, and so on until the HRRB is determined for recommendation of contract award.

- 28.6 Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the HRRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

- 28.7 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Consultant in writing of such decision and the grounds for it. When applicable, the BAC shall conduct negotiations, and if successful, post-qualification of the Consultant with the next Highest Rated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

## **29 Reservation Clause**



- 29.1 Notwithstanding the eligibility, short listing, or post-qualification of a Consultant, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Consultant, or that there has been a change in the Consultant's capability to undertake this Project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Consultant which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Consultant as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
  - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GoP as follows:
    - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
    - (ii) If the project is no longer necessary as determined by the HoPE; and
    - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 29.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
  - (b) All prospective bidders are declared ineligible;
  - (c) All bids fail to comply with all the bid requirements or there is no successful negotiation, or fail post-qualification; or
  - (d) The bidder with the HRRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

## **F. Award of Contract**

### **30. Contract Award**

- 30.1 Subject to **ITB** Clause 28, the HoPE or its authorized representative shall award the contract to the Bidder whose bid has been determined to be the HRRB.
- 30.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Consultant in writing that its bid has been accepted, through a Notice of Award duly received by the Consultant or its authorized representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Consultant with the HRRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
  - (a) Submission of the following documents within the (10) calendar days from receipt of the Notice of Award:
    - (i) Valid JVA, if applicable;
    - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign consultant; and/or
    - (iii) SEC Certificate of Registration of the foreign consulting firm, and/or the authorization or license issued by the appropriate GoP professional regulatory body of the foreign professionals engaging in the practice of regulated professions and allied professions, where applicable.
  - (b) Posting of the performance security in accordance with **ITB** Clause 32;
  - (c) Signing of the contract as provided in **ITB** Clause 31; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

### **31. Signing of the Contract**

- 31.1 At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

- 31.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 31.3 The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4 The following documents shall form part of the contract:
- (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) 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;
  - (d) Performance Security;
  - (e) Notice of Award of Contract; and
  - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## **32. Performance Security**

- 32.1 Unless otherwise provided in the **BDS**, to guarantee the faithful performance by the winning Consultant of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2 The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank;</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Five percent (5%)
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and/or</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Thirty percent (30%)

- 32.3 Failure of the successful Consultant to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate negotiation and if successful, complete post-qualification of the second Highest Rated Bid. The procedure shall be repeated until the HRRB is identified and selected for recommendation of contract award. However if no Consultant had a successful negotiation or passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

### 33. Notice to Proceed

- 33.1 Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed together with copies of the approved contract to the successful Consultant. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Consultant.
- 33.2 The contract effectivity date shall be the date of contract signing. The Consultant shall commence performance of its obligations only upon receipt of the Notice to Proceed.

#### **34. Protest Mechanism**

Decision of the Procuring Entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

Section III 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, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

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

# **Bid Data Sheet**

ITB Clause	
1.1	The Procuring Entity is <i>Philippine Heart Center</i> The evaluation procedure is Quality Cost Based Evaluation/Selection (QCBE/QCBS)
1.2	The Funding Source is: The Government of the Philippines (GoP) through <i>MYOA Fund 2022</i> .
1.3	<i>Detailed Architectural &amp; Engineering Drawings (DAED) For the Proposed Twelve (12) Storey Hospital Annex Building with Carpark, Basement &amp; Roofdeck under Multi-Year Obligation Authority (MYOA) Fund</i>
1.4	The Project shall not be phased.
5	No further instructions.
6.1	"Subcontracting is not allowed."
6.2	"Not applicable".
7.1	The Procuring Entity will hold a pre-bid conference for this Project on <b><i>February 16, 2024, 10:00 A.M. at Mini Auditorium MAB Annex Ground Floor.</i></b>
8.1	The Procuring Entity's address is: <i>Philippine Heart Center</i> <i>East Avenue, Central, Quezon City</i> <i>Bids and Awards Committee</i> <i>925-2401 local 4059</i> <a href="mailto:bac@phc.gov.ph">bac@phc.gov.ph</a> <a href="http://www.phc.gov.ph">www.phc.gov.ph</a>
10.1(b)	Not applicable
10.1(c)	The minimum required experience of proposed professional staff is as follows: <i>Refer to Terms of Reference</i>
11.5	Taxes: <i>Consultant's liability: nature, sources of information (as applicable)</i>
11.7	The ABC is <i>Php 25,000,000.00</i> . Any bid with a financial component exceeding this amount shall not be accepted.
13.1	The bid prices shall be quoted in Philippine Pesos.
13.3	No further instructions.
14.1	Bids will be valid until one hundred twenty (120) calendar days.
15.1	<i>Select one, delete the rest.</i> <i>If the Funding Source is the GoP or WB:</i> The bid security shall be limited to a Bid Securing Declaration or any of the following forms and amounts: 1. The amount of not less than <i>Php500,000.00</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than <i>Php1,250,000.00</i> , if bid security is in Surety Bond.
15.2	The bid security shall be valid until <i>June 25, 2024</i>
15.5(b)(iii)	No further instructions.
17.1	No further instructions.



17.3	Each Bidder shall submit <i>One (1)</i> original and <i>Two (2)</i> copies of the first component (technical) and second component (financial) of its bid, properly tabbed and labeled.
18	The address for submission of bids is <i>Mini Auditorium MAB Annex Ground Floor</i> . The deadline for submission of technical and financial component of bids is on <i>February 28, 2024</i> .
21.2	The address for opening of the technical component of bids is <i>Mini Auditorium MAB Annex Ground Floor</i> . The date and time for opening of technical component of the bids is <i>February 28, 2024, 10:00 A.M.</i>
22.1	No further instructions
25.1	The following processes for the opening and evaluation of bids shall be adopted: a) The technical proposal together with the financial proposal shall be considered in the ranking of consultants. The technical proposals shall be evaluated first using the criteria in <b>ITB</b> Clause 25.2. The financial proposals of the consultants who meet the minimum technical score shall then be opened. b) The financial and technical proposals shall be given corresponding weights with the financial proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the technical criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the financial proposal shall add to one hundred percent (100%). The BAC shall rank the consultants in descending order based on the combined numerical ratings of their technical and financial proposals and identify the Highest Rated Bid. c) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC. d) After approval by the HoPE of the Highest Rated Bid, the BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for negotiation in accordance with <b>ITB</b> Clause 27
25.3	The numerical weight for the technical bids for each criterion are as follows: 1. Experience of the Firm– 10% 2. Qualification of Key Personnel – 60% 3. Schematic Plans, Perspectives and Presentation – 20% 4. Methodology and Work Plan– 10% See detailed criteria for the evaluation of technical bids (see Annex)
26.1	The opening of Technical Proposals shall be on <i>February 28, 2024, 10:00 A.M.</i> at <i>Mini Auditorium MAB Annex Ground Floor</i> .  The opening of Financial Proposals shall be done in public on March 4, 2024, 10:00 am, <i>Mini Auditorium MAB Annex Ground Floor</i> .

26.2	<p><i>For Quality Cost Based Evaluation (QCBE):</i> After the evaluation of quality is completed, the Procuring Entity shall notify those Consultants whose Bids did not meet the minimum qualifying mark (75%) or were considered non-responsive to the Bidding Documents and TOR, indicating that their Financial Proposals shall be returned unopened after completing the selection process. The Procuring Entity shall simultaneously notify the Consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date unless otherwise specified in <b>ITB</b> Clause 26.1. The notification may be sent by registered letter, facsimile, or electronic mail.</p> <p>The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring Entity shall prepare minutes of the public opening.</p> <p>The BAC shall determine whether the Financial Proposals are complete, <i>i.e.</i>, whether all the documents mentioned in <b>ITB</b> Clause 11 are present and all items of the corresponding Technical Proposals that are required to be priced are so priced. If not, the Procuring Entity shall reject the proposal. The BAC shall correct any computational errors, and convert prices in various currencies to the Philippine Peso at the rate indicated in <b>ITB</b> Clause 13. The Financial Proposal shall not exceed the ABC and shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under the applicable laws. The evaluation shall include all such taxes, duties, fees, levies, and other charges imposed under the applicable laws; where special tax privileges are granted to a particular class or nationality of Consultant by virtue of the GoP's international commitments, the amount of such tax privileges shall be included in the Financial Proposal for purposes of comparative evaluation of Bids.</p> <p>The lowest Financial Proposal (FI) shall be given a Financial Score (FS) of 100 points. The FS of other Financial Proposals shall be computed based on the formula indicated below:</p> $FS = 100 \times FI/F$ <p>Where:</p> <p>FS is the financial score of the Financial Proposal under consideration, FI is the lowest Financial Proposal, and F is the Financial Proposal under consideration.</p> <p>Using the formula <math>S = (TS \times 70\%) + (FS \times 30\%)</math>, the Bids shall then be ranked according to their combined TS and FS using the weights (TS is the technical score of the Technical Proposal under consideration;</p>
27.1	The address for negotiations as applicable
27.2(e)	<p><i>If the evaluation procedure mentioned in <b>ITB</b> Clause 1.1 is QCBE, state the following:</i></p> <p>No negotiations pertaining to the Financial Proposal shall be undertaken.</p>
28.2	<i>Post-qualification Requirements (see Annex)</i>
31.4.6	<i>No additional requirement.</i>
32.1	No further instructions

33.2	The effective date of the contract is <i>[TBD]</i> .
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## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The GCC, SCC, and other documents listed therein, expressing all the rights and obligations of the parties, should be completed.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

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## 11. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Philippines as they may be issued and enforced from time to time.
- (b) “Consultant” refers to the short listed consultant with the HRRB determined by the Procuring Entity as such in accordance with the ITB.
- (c) “Consulting Services” refer to services for Infrastructure Projects and other types of projects or activities of the Government of the Philippines (GoP) requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the Procuring Entity 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.
- (d) “Contract” means the agreement signed by the Parties, to which these General Conditions of Contract (GCC) and other sections of the Bidding Documents are attached.
- (e) “Effective Date” means the date on which this Contract comes into full force and effect.
- (f) “Foreign Currency” means any currency other than the currency of the Philippines.
- (g) “Funding Source” means the entity indicated in the SCC.
- (h) “GCC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Philippines (GoP).
- (j) “Local Currency” means the Philippine Peso (Php).
- (k) “Member,” in case the Consultant is a Joint Venture (JV) of two (2) or more entities, means any of these entities; and “Members” means all these entities.
- (l) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Government’s country; “Local Personnel” means such persons who at

the time of being so hired had their domicile inside the Philippines; and “Key Personnel” means the Personnel referred to in **GCC** Clause 39.

- (n) “Procuring Entity” refers to any branch, constitutional commission or office, agency, department, bureau, office or instrumentality of the Government, including GOCC, GFI, SUC, LGU, and autonomous regional government procuring Goods, Consulting Services, and Infrastructure Projects.
- (o) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (p) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix I.
- (q) “Subconsultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services in accordance with the provisions of **GCC** Clause 50.
- (r) “Third Party” means any person or entity other than the Government, the Procuring Entity, the Consultant or a Subconsultant.

## **2. Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

## **3. Location**

The Services shall be performed at such locations as are specified in Appendix I and, where the location of a particular task is not so specified, at such locations, whether in the Philippines or elsewhere, as the Procuring Entity may approve.

## **4. Law Governing Contract and Services**

- 4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4.2 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultant, as well as the Personnel of the Consultant and any Subconsultant, complies with the Applicable Law. The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 4.3 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased on a no loss-no gain basis, and corresponding adjustments shall be made to the ceiling amounts specified in GCC Clause 52, provided that the cost is within the Approved Budget for the Contract (ABC).



## **5. Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **6. Consultants and Affiliates Not to Engage in Certain Activities**

6.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.

6.2 The Consultant shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SCC.

## **7. Authority of Member in Charge**

In case the Consultant is a JV, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

## **8. Resident Project Manager**

If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country, a resident project manager, acceptable to the Procuring Entity, shall take charge of the performance of such Services.

## **9. Entire Agreement**

This Contract, including the documents specified in Section 37.2.3 of the IRR of RA 9184, contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any statement, representation, promise, or agreement not set forth herein of which the Parties shall not be bound by or be liable for.

## **10. Modification**

Unless otherwise specified in the **SCC**, no modification of the terms and conditions of this Contract, including any modification of the scope of the Services shall be allowed. Pursuant to **GCC** Clause 14 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

## **11. Relationship of Parties**

11.1 Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of its Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

11.2 The Consultant shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

## **12. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the **SCC**.

## **13. Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **14. Operation of the Contract**

The Parties recognize that it is impractical for this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them; and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with **GCC** Clause 34 hereof.

## **15. Notices**

15.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the **SCC**.

- 15.2 Notice shall be deemed to be effective as specified in the **SCC**.
- 15.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to **GCC** Clause 15.2.

## **16. Warranty as to Eligibility**

- 16.1 The Consultant represents, warrants, and confirms that it, as well as its Subconsultant, if any, is eligible, *i.e.*, has the legal personality to act as a consultant in accordance with Part I, Section II. Eligibility Documents issued for this project.
- 16.2 The Consultant shall fulfill its obligations under this Contract by using knowledge according to the best accepted professional standards. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties agreed to be performed and shall work in the best interest of the GoP.

## **17. Confidentiality**

Except with the prior written consent of the Procuring Entity, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this clause, “confidential information” means any information or knowledge acquired by the Consultant and/or its Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

## **18. Payment**

- 18.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make to the Consultant such payments and in such manner as is provided by **GCC** Clause 53 of this Contract. However, the Procuring Entity may refuse to make payments when the terms and conditions of the contract are not satisfactorily performed by the Consultant.
- 18.2 Subject to the ceilings specified in **GCC** Clause 52 hereof, the Procuring Entity shall pay to the Consultant: (i) remuneration as set forth in **GCC** Clause 53.2; and (ii) reimbursable expenditures as set forth in **GCC** Clause 53.4. Said remuneration shall not be subject to price adjustment.
- 18.3 All payments under this Contract shall be made to the account of the Consultant specified in the **SCC**.

## **19. Currency of Payment**

Unless otherwise specified in the **SCC**, all payments shall be made in Philippine Pesos.

## **20. Liability of the Consultant**

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

## **21. Insurance to be Taken Out by the Consultant**

21.1 The Consultant, at its own cost, shall be responsible for taking out or maintaining any insurance policy against any risk related to the project.

21.2 The Procuring Entity undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the Personnel or for the dependents of any such Personnel.

## **22. Effectivity of Contract**

The contract effectivity date shall be the date of contract signing, provided that the effectiveness of the conditions, if any, listed in the SCC have been met.

## **23. Commencement of Services**

The Consultant shall begin carrying out the Services starting from the effectivity date of this Contract, as mentioned in **GCC** Clause 22.

## **24. Expiration of Contract**

Unless sooner terminated pursuant to **GCC** Clauses 27 or 28 hereof, this Contract shall terminate at the end of such time period after the effectivity date as shall be specified in the SCC.

## **25. Force Majeure**

25.1 For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Consultant could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Consultant.

25.2 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of force majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

25.3 Unless otherwise agreed herein, force majeure shall not include:

- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees;

- (b) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder;
  - (c) insufficiency of funds or failure to make any payment required hereunder; or
  - (d) the Procuring Entity's failure to review, approve or reject the outputs of the Consultant beyond a reasonable time period.
- 25.4 A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder immediately or within a reasonable time.
- 25.5 A Party affected by an event of force majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 25.6 The Parties shall take all reasonable measures to minimize the consequences of any event of force majeure.
- 25.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a direct and proximate result of force majeure.
- 25.8 During the period of their inability to perform the Services as a direct and proximate result of an event of force majeure, the Consultant shall be entitled to continue receiving payment under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period, provided that such costs are still within the total contract price. However, the foregoing provision shall not apply if the Procuring Entity suspends or terminates this Contract in writing, notice thereof duly received by the Consultant, pursuant to GCC Clauses 26 and 27 hereof with the exception of the direct and proximate result of force majeure.
- 25.9 Not later than fifteen (15) days after the Consultant, as the direct and proximate result of an event of force majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures considering the circumstances.
- 25.10 In the case of disagreement between the parties as to the existence, or extent of force majeure, the matter shall be submitted to arbitration in accordance with GCC Clause 34 hereof.

## **26. Suspension**

- 26.1 The Procuring Entity shall, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations due to their own fault or due to force majeure or other circumstances beyond the control of either party (*e.g.* suspension of civil works being supervised by the consultant) under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure; and
  - (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
- 26.2 The Consultant may, without prejudice to its right to terminate this Contract pursuant to **GCC Clause 28**, by written notice of suspension, suspend the Services if the Procuring Entity fails to perform any of its obligations which are critical to the delivery of the Consultant's services such as, non-payment of any money due the Consultant within forty-five (45) days after receiving notice from the Consultant that such payment is overdue.

## **27. Termination by the Procuring Entity**

- 27.1 The Procuring Entity shall terminate this Contract when any of the following conditions attends its implementation:
- (a) Outside of force majeure, the Consultant fails to deliver or perform the Outputs and Deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Consultant prior to the delay;
  - (b) As a result of force majeure, the Consultant is unable to deliver or perform a material portion of the Outputs and Deliverables for a period of not less than sixty (60) calendar days after the Consultant's receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;
  - (c) In whole or in part, at any time for its convenience, the HoPE may terminate the Contract for its convenience if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies;
  - (d) If the Consultant is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction; in which event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Consultant;

- (e) In case it is determined prima facie that the Consultant has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following: corrupt, fraudulent, collusive, coercive, and obstructive practices; drawing up or using forged documents; using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and any other act analogous to the foregoing. For purposes of this clause, corrupt, fraudulent, collusive, coercive, and obstructive practices shall have the same meaning as that provided in **ITB** Clause 3.1(a):
  - (f) The Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 15.2 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing;
  - (g) The Consultant's failure to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 34 hereof; or
  - (h) The Consultant fails to perform any other obligation under the Contract.
- 27.2 In case of termination, written notice shall be understood to mean fifteen (15) days for short term contracts, *i.e.*, four (4) months or less, and thirty (30) days for long term contracts.

## **28. Termination by the Consultant**

The Consultant must serve a written notice to the Procuring Entity of its intention to terminate this Contract at least thirty (30) calendar days before its intended termination. This Contract is deemed terminated if no action has been taken by the Procuring Entity with regard to such written notice within thirty (30) calendar days after the receipt thereof by the Procuring Entity. The Consultant may terminate this Contract through any of the following events:

- (a) The Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) calendar days following its receipt of the Consultant's notice specifying such breach;
- (b) The Procuring Entity's failure to comply with any final decision reached as a result of arbitration pursuant to **GCC** Clause 34 hereof
- (c) As the direct and proximate result of force majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) The Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **GCC** Clause 32 hereof within eighty four (84) days after receiving written notice from the Consultant that such payment is overdue.

## **29. Procedures for Termination of Contracts**

The following provisions shall govern the procedures for the termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Consultant conveying such termination. The notice shall state:
  - (i) that the contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Consultant to show cause as to why the contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Consultant shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Consultant fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (d) The Procuring Entity may, at anytime before receipt of the Consultant's verified position paper to withdraw the Notice to Terminate if it is determined that certain services subject of the notice had been completed or performed before the Consultant's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Consultant of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Consultant of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

## **30. Cessation of Services**



Upon termination of this Contract by notice of either Party to the other pursuant to **GCC** Clauses 27 or 28 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by **GCC** Clauses 35 or 36 hereof.

### **31. Payment Upon Termination**

Upon termination of this Contract pursuant to **GCC** Clauses 27 or 28 hereof, the Procuring Entity shall make the following payments to the Consultant:

- (a) remuneration pursuant to **GCC** Clause 53 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to **GCC** Clause 53 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) in the case of termination pursuant to **GCC** Clause 27(b) hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

### **32. Disputes about Events of Termination**

If either Party disputes whether an event specified in **GCC** Clause 27.1 or in **GCC** Clause 28 hereof has occurred, such Party may refer the matter to arbitration pursuant to **GCC** Clause 34 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **33. Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to **GCC** Clauses 27 or 28 hereof, or upon expiration of this Contract pursuant to **GCC** Clause 24, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in **GCC** Clause 17 hereof; and
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in **GCC** Clauses 51(b) and 51(c) hereof, any right which a Party may have under the Applicable Law.

### **34. Dispute Settlement**

- 34.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with the implementation of this Contract, the Parties shall

make every effort to resolve amicably such dispute or difference by mutual consultation.

- 34.2 Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in accordance with the rules of procedure specified in the SCC.

### **35. Documents Prepared by the Consultant and Software Developed to be the Property of the Procuring Entity**

- 35.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity, and the Consultant shall, prior to termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. The plans, drawings, specifications, designs, reports, other documents and software, including restrictions on future use of such documents and software, if any, shall be specified in the SCC.
- 35.2 All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the Procuring Entity; provided, however, that the Consultant may use such programs for its own use with prior written approval of the Procuring Entity. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements. In such cases, the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

### **36. Equipment and Materials Furnished by the Procuring Entity**

Equipment and materials made available to the Consultant by the Procuring Entity, or purchased by the Consultant with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure it at the expense of the Procuring Entity in an amount equal to their full replacement value.

### **37. Services, Facilities and Property of the Procuring Entity**

The Procuring Entity shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix V at the terms and in the manner specified in said appendix, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on:

- (a) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services;
- (b) the manner in which the Consultant shall procure any such services, facilities and property from other sources; and
- (c) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereinafter which should be within the agreed contract ceiling.

### **38. Consultant's Actions Requiring Procuring Entity's Prior Approval**

The Consultant shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix III merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood that:
  - (i) the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Procuring Entity prior to the execution of the subcontract; and
  - (ii) the Consultant shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;
- (c) replacement, during the performance of the contract for any reason, of any Personnel as listed in Appendix III of this Contract requiring the Procuring Entity's prior approval; and
- (d) any other action that may be specified in the **SCC**.

### **39. Personnel**

- 39.1 The Consultant shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.
- 39.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix III.
- 39.3 The Key Personnel and Subconsultants listed by title as well as by name in Appendix III are hereby approved by the Procuring Entity. In respect of other Key Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Procuring Entity for review and approval a copy of their biographical data and, in the case of Key Personnel to be assigned within the GoP, a copy of a satisfactory medical certificate attached as part of Appendix III. If the Procuring Entity does not object in writing; or if it objects in writing but fails to state the reasons for such objection, within

twenty-one (21) calendar days from the date of receipt of such biographical data and, if applicable, such certificate, the Key Personnel concerned shall be deemed to have been approved by the Procuring Entity.

- 39.4 The Procuring Entity may request the Consultants to perform additional services not covered by the original scope of work but are determined by the Procuring Entity to be critical for the satisfactory completion of the Services, subject to **GCC Clause 55.6**.
- 39.5 No changes shall be made in the Key Personnel, except for justifiable reasons as may be determined by the Procuring Entity, as indicated in the **SCC**, and only upon prior approval of the Procuring Entity. If it becomes justifiable and necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If the Consultant introduces changes in Key Personnel for reasons other than those mentioned in the **SCC**, the Consultant shall be liable for the imposition of damages as described in the **SCC**.
- 39.6 Any of the Personnel provided as a replacement under **GCC** Clauses 39.5 and 39.7, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Procuring Entity. Except as the Procuring Entity may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- 39.7 If the Procuring Entity finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action as defined in the Applicable Law, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

#### **40. Working Hours, Overtime, Leave, etc.**

- 40.1 Working hours and holidays for Key Personnel are set forth in Appendix III. Any travel time prior to and after contract implementation shall not be considered as part of the working hours.
- 40.2 The Key Personnel shall not be entitled to claim payment for overtime work, sick leave, or vacation leave from the Procuring Entity since these items are already covered by the Consultant's remuneration. All leaves to be allowed to the Personnel are included in the staff-months of service set forth in Appendix III. Taking of leave by any Personnel should not delay the progress and adequate supervision of the Services.
- 40.3 If required to comply with the provisions of **GCC** Clause 43.1 hereof, adjustments with respect to the estimated periods of engagement of Key

Personnel set forth in Appendix III may be made by the Consultant by prior written notice to the Procuring Entity, provided that:

- (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%); and
- (b) the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **GCC** Clause 52.1 of this Contract. Any other such adjustments shall only be made with the Procuring Entity's prior written approval.

#### **41. Counterpart Personnel**

- 41.1 If so provided in Appendix III hereto, the Procuring Entity shall make available to the Consultant, as and when provided in such Appendix III, and free of charge, such Counterpart Personnel to be selected by the Procuring Entity, with the Consultant's advice, as shall be specified in such Appendix III. Counterpart Personnel shall work with the Consultant. If any member of the Counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.
- 41.2 The responsibilities of the Counterpart Personnel shall be specified in Appendix III, attached hereto, and the Counterpart Personnel shall not perform any work beyond the said responsibilities.
- 41.3 If Counterpart Personnel are not provided by the Procuring Entity to the Consultant as and when specified in Appendix III, and or if the Counterpart Personnel lack the necessary training, experience or authority to effectively undertake their responsibilities, the Procuring Entity and the Consultant shall agree on how the affected part of the Services shall be carried out, and the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof pursuant to **GCC** Clause 52 hereof.

#### **42. Performance Security**

- 42.1 Unless otherwise specified in the **SCC**, 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 Consultant shall furnish the performance security in any the forms prescribed in the **ITB** Clause 32.2.
- 42.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Consultant is in default in any of its obligations under the contract.
- 42.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

- 42.4 The performance security may be released by the Procuring Entity and returned to the Consultant after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Consultant or the surety company filed by the Procuring Entity;
  - (b) The Consultant has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.
- 42.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

#### **43. Standard of Performance**

- 43.1 The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.
- 43.2 The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subconsultants or third parties.
- 43.3 The Consultant shall furnish to the Procuring Entity such information related to the Services as the Procuring Entity may from time to time reasonably request.
- 43.4 The Consultant shall at all times cooperate and coordinate with the Procuring Entity with respect to the carrying out of its obligations under this Contract.

#### **44. Consultant Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultant pursuant to **GCC** Clause 53 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to **GCC** Clause 45 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

#### **45. Procurement by the Consultant**

If the Consultant, as part of the Services, has the responsibility of advising or procuring goods, works or services, for the Procuring Entity, the Consultant shall comply with any applicable procurement guidelines of the Funding Source, and shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or advantages obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit of the Procuring Entity.

#### **46. Specifications and Designs**

- 46.1 The Consultant shall prepare all specifications and designs using the metric system and shall embody the best design criteria applicable to Philippine conditions. The Consultant shall specify standards which are accepted and well-known among industrial nations.
- 46.2 The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for this Contract are prepared on an impartial basis so as to promote national and international competitive bidding.

#### **47. Reports**

The Consultant shall submit to the Procuring Entity the reports, deliverables and documents in English, in the form, in the numbers, and within the time periods set forth in Appendix II.

#### **48. Assistance by the Procuring Entity on Government Requirements**

- 48.1 The Procuring Entity may assist the Consultant, Subconsultants, and Personnel in the payment of such taxes, duties, fees and other impositions as may be levied under the Applicable Law by providing information on the preparation of necessary documents for payment thereof.
- 48.2 The Procuring Entity shall use its best efforts to ensure that the Government shall:
  - (a) provide the Consultant, Subconsultants, and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Subconsultants, or Personnel to perform the Services;
  - (b) arrange for the foreign Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, and any other documents required for their stay in the Philippines for the duration of the Contract;
  - (c) facilitate prompt clearance through customs of any property required for the Services and of the necessary personal effects of the foreign Personnel and their eligible dependents;
  - (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; and

- (e) grant to foreign Consultant, any foreign Subconsultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for purposes of the Services or for the personal use of the foreign Personnel and their dependents.

#### **49. Access to Land**

The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to all lands in the Philippines in respect of which access is required for the performance of the Services. The Procuring Entity shall be responsible for any damage to such land or any property thereon resulting from such access and shall indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Subconsultant or the Personnel of either of them.

#### **50. Subcontract**

- 50.1 Subcontracting of any portion of the Consulting Services, if allowed in the **BDS**, does not relieve the Consultant of any liability or obligation under this Contract. The Consultant will be responsible for the acts, defaults, and negligence of any subconsultant, its agents, servants or workmen as fully as if these were the Consultant's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 50.2 Subconsultants disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

#### **51. Accounting, Inspection and Auditing**

- 51.1 The Consultant shall:
  - (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as shall clearly identify all relevant time changes and costs, and the bases thereof;
  - (b) permit the Procuring Entity or its designated representative and or the designated representative of the Funding Source at least once for short-term Contracts, and annually in the case of long-term Contracts, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Entity; and
  - (c) permit the Funding Source to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Funding Source, if so required.
- 51.2 The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to



this Contract. The Consultant shall cooperate with and assist the Procuring Entity and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the Procuring Entity, the Consultant shall immediately reimburse the Procuring Entity an amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Procuring Entity (or, as the case may be, the Funding Source) determines to constitute corrupt, fraudulent, or coercive practices, as defined in **GCC** Clause 27(e) and under the Applicable Law, the Procuring Entity shall, unless the Procuring Entity decides otherwise, terminate this Contract.

- 51.3 The determination that the Consultant has engaged in corrupt, fraudulent, coercive practices shall result in the Procuring Entity and/or the Funding Source seeking the imposition of the maximum administrative, civil and criminal penalties up to and in including imprisonment.

## **52. Contract Cost**

- 52.1 Except as may be otherwise agreed under **GCC** Clause 10, payments under this Contract shall not exceed the ceiling specified in the **SCC**. The Consultant shall notify the Procuring Entity as soon as cumulative charges incurred for the Services have reached eighty percent (80%) of this ceiling.
- 52.2 Unless otherwise specified in the **SCC**, the cost of the Services shall be payable in Philippine Pesos and shall be set forth in the Appendix IV attached to this Contract.

## **53. Remuneration and Reimbursable Expenditures**

- 53.1 Payments of Services do not relieve the Consultant of any obligation hereunder.
- 53.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services including other additional factors indicated in the **SCC** after the date determined in accordance with **GCC** Clause 22, or such other date as the Parties shall agree in writing, including time for necessary travel via the most direct route, at the rates referred to, and subject to such additional provisions as are set forth, in the **SCC**.
- 53.3 Remuneration for periods of less than one month shall be calculated on an hourly basis for time spent in home office (the total of 176 hours per month shall apply) and on a calendar-day basis for time spent away from home office (1 day being equivalent to 1/30th of a month).
- 53.4 Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services are provided in the **SCC**.
- 53.5 Billings and payments in respect of the Services shall be made as follows:
- (a) The Procuring Entity shall cause to be paid to the Consultant an advance payment as specified in the **SCC**, and as otherwise set forth below. The advance payment shall be due after the Consultant provides an

irrevocable standby letter of credit in favor of the Procuring Entity issued by an entity acceptable to the Procuring Entity in accordance with the requirements provided in the **SCC**.

- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Procuring Entity, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to **GCC** Clauses 52.1 and 53 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Procuring Entity shall cause the payment of the Consultant's monthly statements within sixty (60) days after the receipt by the Procuring Entity of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from any subsequent payments. Interest shall be paid for delayed payments following the rate provided in the **SCC**.

## **54. Final Payment**

- 54.1 The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall be deemed completed and finally accepted by the Procuring Entity and the final report and final statement shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Procuring Entity unless the Procuring Entity, within such ninety (90)-day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections within a maximum period of ninety (90) calendar days, and upon completion of such corrections, the foregoing process shall be repeated.
- 54.2 Any amount which the Procuring Entity has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with the above.

## **55. Lump Sum Contracts**

- 55.1 For Lump Sum Contracts when applicable, notwithstanding the terms of **GCC** Clauses 10, 18.1, 31(c), 41.3, 53.2, 53.3, 53.4, 53.5, and 54.1, the provisions contained hereunder shall apply.
- 55.2 Personnel - Any replacement approved by the Procuring Entity in accordance with **ITB** Clause 27.3 shall be provided by the Consultant at no additional cost.
- 55.3 Staffing Schedule - Should the rate of progress of the Services, or any part hereof, be at any time in the opinion of the Procuring Entity too slow to ensure that the Services are completed in accordance with the Staffing Schedule, the Procuring Entity shall so notify the Consultant in writing and the Consultant shall at its sole cost and expense, thereupon take such steps as necessary, subject to the Procuring Entity's approval, or as reasonably required by the Procuring Entity, to expedite progress so as to ensure that the Services are completed in accordance with the Staffing Schedule.
- 55.4 Final payment pursuant to the Payment Schedule in Appendices IV and V shall be made by the Procuring Entity after the final report has been submitted by the Consultant and approved by the Procuring Entity.
- 55.5 Termination - Upon the receipt or giving of any notice referred to in **GCC** Clause 29 and if the Consultant is not in default under this Contract and has partly or substantially performed its obligation under this Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, there shall be an equitable reduction in the maximum amount payable under this Contract to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.
- 55.6 Unless otherwise provided in the **SCC**, no additional payment for variation order, if any, shall be allowed for this Contract.

## **56. Liquidated Damages for Delay**

If the Consultant fails to deliver any or all of the Services within the period(s) specified in this Contract, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule up to a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the Procuring Entity may consider termination of this Contract pursuant to **GCC** Clause 27.

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS in Section III, 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.

The provisions of Section V complement the GCC included in Section IV, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Services purchased. In preparing Section V, the following aspects should be checked:

- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, 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 Section IV should be incorporated herein.

# **Special Conditions of Contract**

GCC Clause	
1.1(g)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP)</p>
6.2(b)	Not Applicable
7	Not Applicable
8	Not Applicable.
10	No further instructions.
12	<p>The Authorized Representatives are as follows:</p> <p>For the Procuring Entity: _____</p> <p>For the Consultant: _____</p> <p><b>NOTE:</b> <i>Name of authorized representative to be filled out by winning consultant prior to contract signing.</i></p>
15.1	<p>The addresses are:</p> <p>Procuring Entity: <i>[insert name of Procuring Entity]</i></p> <p>Attention: <i>[insert name of the Procuring Entity's authorized representative]</i></p> <p>Address: _____</p> <p>Facsimile: _____</p> <p>Email Address: _____</p> <p>Consultants: <i>[insert name of the Consultant]</i></p> <p>Attention: <i>[insert name of the Consultant's authorized representative]</i></p> <p>Address: _____</p> <p>Facsimile: _____</p> <p>Email Address: _____</p> <p><b>NOTE:</b> <i>Contact details to be filled out by winning consultant prior to contract signing.</i></p>
15.2	Not Applicable

18.3	Not Applicable
19	No further instructions.

20	<p>“All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”</p> <p>The Consultant’s liability shall be that defined under the Applicable Law.</p> <p><i>Or</i></p> <p><b>NOTE:</b> <i>If the Parties wish to limit or to partially exclude the Consultant’s liability to the Procuring Entity, they should note that, to be acceptable, any limitation of the Consultant’s liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Procuring Entity, and (b) the Consultant’s ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The Consultant’s liability should not be limited to less than (i) the estimated total payments to the Consultant under the Contract for remuneration and reimbursables, or (ii) the proceeds the Consultant may be entitled to receive from any insurance they maintain to cover such liability, whichever of (i) or (ii) is higher. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant’s liability should never be limited for loss or damage caused by the Consultant’s gross negligence or willful misconduct. Consequently the following provisions with respect to the Consultant’s liability, which the Parties could introduce here in the SCC:</i></p> <p>Limitation of the Consultant’s Liability towards the Procuring Entity are as follows:</p> <p>(a) Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Entity’s property, shall not be liable to the Procuring Entity:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b) This limitation of liability shall not affect the Consultant’s liability, if any, for damage to third parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.</p> <p><b>NOTE:</b> <i>Provisions to the effect that the Procuring Entity shall indemnify and hold harmless the Consultant against third party claims are not acceptable, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Procuring Entity.</i></p>
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22	<p>The effectiveness conditions are the following:</p> <p><i>State “None” or List here any conditions of effectiveness of the Contract, e.g., approval of this Contract by the NEDA, DBM, WB, etc., Procuring Entity’s approval of Consultant’s bid for appointment of specified key staff members, effectiveness of Appropriations, Loans or Credits, receipt by Consultant of advance payment and by Procuring Entity of advance payment guarantee.</i></p>
24	<p>The time period shall be <i>[insert length of time]</i> or such other time period as the parties may agree in writing.</p>
34.2	<p>Any and all disputes arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Acts 876 and 9285, as required in Section 59 of the IRR of RA 9184.</p>
35.1	<p>The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity are as follows:</p> <p><i>[List here documents and software, stating restrictions on future use if any.]</i></p>
38.1(d)	<p>The Consultant’s actions requiring the Procuring Entity’s prior approval are:</p> <p><i>[List here actions of the Consultant that require the Procuring Entity’s approval]</i></p>
39.5	<p>The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel’s man-months have been served.</p> <p>Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.</p>
42.1	<p>No further instructions.</p>
42.4(c)	<p><i>Specify additional conditions, if any, that must be met prior to the release of the performance security, otherwise, state “No further instructions”.</i></p>
52.1	<p>The total ceiling amount in Philippine Pesos is <i>P25,000,000.00</i></p> <p><b>NOTE:</b> <i>The contract amount is to be filled out by the BAC Secretariat prior to contract signing.</i></p>
52.2	<p>No further instructions</p>

53.2	<p>No additional instructions.</p> <p>It is understood that:</p> <ol style="list-style-type: none"> <li>1. the remuneration rates shall cover: <ol style="list-style-type: none"> <li>(a) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead based on the Consultant's average costs, as represented by the financial statements of the Consultant's latest three fiscal years;</li> <li>(b) the cost of backstopping by home office staff not included in the Personnel listed in Appendix III; and</li> <li>(c) the Consultant's fee;</li> </ol> </li> <li>2. bonuses or other means of profit-sharing shall not be allowed as an element of overhead; and</li> <li>3. any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Entity, once the applicable salaries and allowances are known.</li> </ol> <p>The remuneration rates have been agreed upon based on the representations made by the Consultant during the negotiation of this Contract with respect to the Consultant's costs and charges, as such representations are evidenced by:</p> <ol style="list-style-type: none"> <li>1. the form "Consultant's Representations regarding Costs and Charges," dated <i>[Fill in the date of the Form properly executed by the Consultant]</i>, which was submitted by the Consultant to the Procuring Entity during such negotiation; and</li> </ol> <p><i>[NOTE: The form to be prepared shall use Appendix VI as a basis and shall be attached as part of the Financial Proposal as Model Form I]</i></p> <ol style="list-style-type: none"> <li>2. the form "Breakdown of Agreed Fixed Rates in Consultant's Contract," dated <i>[Fill in the date of the Form properly executed by the Consultant]</i>, which was executed by the Consultant at the conclusion of such negotiation.</li> </ol> <p><i>[NOTE: A sample of such form is included as Appendix VII and shall be attached at the end of the SCC as Model Form II. The Consultant should be requested to execute this Form at the conclusion of the contract negotiation when the Parties have agreed on the fixed rates and their breakdown.]</i></p> <p>Should these representations be found by the Procuring Entity (either through inspections or audits) to be materially incomplete or inaccurate, the Procuring Entity shall be entitled to introduce appropriate modifications in</p>
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	<p>the remuneration rates affected by such materially incomplete or inaccurate representations.</p> <p>Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification, the Procuring Entity shall be entitled to offset any excess payment against the next monthly payment to the Consultant, or if there are no further payments to be made by the Procuring Entity to the Consultant, the Consultant shall reimburse to the Procuring Entity any excess payment within thirty (30) days of receipt of a written claim of the Procuring Entity.</p> <p>Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with this Contract.</p> <p><i>Or</i></p> <p><i>Where price is an evaluation criterion, e.g. QCBS, the above representations are not required, and the provision set forth below shall be used.</i></p> <p>It is understood that:</p> <ol style="list-style-type: none"> <li>1. the remuneration rates shall cover: <ol style="list-style-type: none"> <li>(a) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead;</li> <li>(b) the cost of backstopping by home office staff not included in the Personnel listed in Appendix III; and</li> <li>(c) the Consultant's fee;</li> </ol> </li> <li>2. bonuses or other means of profit-sharing shall not be allowed as an element of overhead; and</li> <li>3. any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Entity.</li> </ol>
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53.4	<p>The following expenditures in foreign currency shall be reimbursed in local currency at the exchange rate used on the date of Bid opening:</p> <ol style="list-style-type: none"> <li>1. a per diem allowance for each of the foreign or local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the country of the Government for the purpose of the Services at the daily rate specified in Appendix IV;</li> <li>2. the following transportation costs: <ol style="list-style-type: none"> <li>(a) the cost of international transportation of the foreign Personnel and, as specified below, eligible dependents of the foreign Personnel, by the most appropriate means of transport and the most direct practicable route to and from the Consultant's home office; in the case of air travel, this shall be by less than first class;</li> <li>(b) the cost of transportation to and from the Government's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in the Government's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Government's country shall have been for not less than three (3) consecutive months, duration. If the project period for resident staff of the foreign Personnel shall be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month project shall be reimbursed;</li> <li>(c) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and</li> <li>(d) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix IV;</li> </ol> </li> <li>3. the cost of communications (other than those arising in the Government's country) reasonably required by the Consultant for the purposes of the Services;</li> <li>4. the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. specified in Appendix IV;</li> </ol>
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	<ol style="list-style-type: none"> <li>5. the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services: <i>[insert amount]</i>;</li> <li>6. the cost of shipment of personal effects up to <i>[insert amount]</i>;</li> <li>7. the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix IV;</li> <li>8. the cost of training of the Procuring Entity's personnel outside the Government's country, as specified in Appendix IV;</li> <li>9. the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Procuring Entity, as specified in Appendix IV;</li> <li>10. the foreign currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity;</li> <li>11. the cost of items not covered in the foregoing but which may be required by the Consultant for completion of the Services, subject to the prior authorization in writing by the Procuring Entity; and</li> <li>12. any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon.</li> </ol> <p><b>NOTE:</b> <i>Items that are not applicable should be deleted; others may be added.</i></p> <p>The reimbursable expenditures in local currency shall be as follows:</p> <ol style="list-style-type: none"> <li>1. a per diem allowance for each of the short-term foreign Personnel (<i>i.e.</i>, with less than twelve (12) months consecutive stay in the Government's country) for the first ninety (90) days during which such Personnel shall be in the Government's country;</li> <li>2. a per diem allowance for each of the short-term foreign Personnel for each day in excess of ninety (90) days during which such Personnel shall be in the Government's country;</li> <li>3. a living allowance for each of the long-term foreign Personnel (twelve (12) months or longer consecutive stay in the Government's country) at the rates specified in Appendix IV;</li> <li>4. the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Government's country, all if and to the extent required for the purpose of the Services, at rates specified in Appendix IV;</li> </ol>
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	<p>5. the cost of equipment, materials and supplies to be procured locally in the Government's country as specified in Appendix IV;</p> <p>6. the local currency cost of any subcontract required for the Services and approved in writing by the Procuring Entity;</p> <p>7. any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to this Contract; and</p> <p>8. the ordinary and necessary cost of such further items as may be required by the Consultant which are actually, directly, and necessarily used for the purpose of the Services, as agreed in writing by the Procuring Entity.</p> <p><b>NOTE:</b> <i>Items that are not applicable should be deleted.</i></p>
53.5(a)	No advance payment is allowed.
(c)	<b>NOTE:</b> <i>For GoP funded projects, interest rate is zero.</i>
55.6	No further instructions.

## ***Section VI. Terms of Reference***

*[Terms of Reference normally contain the following sections: (a) Background; (b) Objectives; (c) Scope of the Services; (d) Training (when appropriate); (e) Reports and Time Schedule; and (f) Data, Local Services, Personnel, and Facilities to be provided by the Procuring Entity.]*

# **Section VI**

## **TERMS OF REFERENCE**

### **CONSULTING SERVICES FOR THE DETAILED ARCHITECTURAL AND ENGINEERING DESIGN (DAED) PLANS FOR THE PROPOSED TWELVE (12) STOREY HOSPITAL ANNEX BUILDING WITH CARPARK, BASEMENT & ROOF DECK @ PHILIPPINE HEART CENTER UNDER MULTI-YEAR OBLIGATION AUTHORITY (MYOA) FUND.**

#### **I. INTRODUCTION**

##### **A. BACKGROUND AND RATIONALE**

Cardiovascular (CV) disease remains to be the top mortality in the country with a 36.55% increase from 2009-2011. In 2013, data from the Department of Health (DOH) showed a Mortality rate of 22.3% due to CV disease. Significant work has been done on treatment and three levels of prevention with the DOH Fourmula One for Health Strategy map. At the Philippine Heart Center (PHC), strategic initiatives focused on CV disease processes with its Beyond Better In-Patient Care and Prevention Advocacy Strategy Map 2016-present. Figures shows that the top 10 causes of Mortality in the country remains to be Ischemic Heart Diseases and others due to other cardiovascular etiology but has decreased to 15.7% including complication of systemic hypertension such as Stroke. Decreasing Cardiovascular mortality rate by 1% every year remains to be the challenge in the CVD Roadmap of the World heart Federation since 2014.

At PHC, in the past years, the waiting line for cardiovascular procedures remained long, including those in children as shown in Table 1. Out of the 1,241 waiting for surgery by end of 2020, 33% were adults and 67% were children. Increasing the bed capacity of PHC has been done in the last 6 years, with additional 80 beds for service ward (20.9% increase to 462 functional beds) in the Annex Building in 2015, and 15% (additional 70 beds in 4<sup>th</sup> floor Annex by 2021 increasing functional bed capacity to 532 beds. PHC has 10 operating rooms- 8 cardiac dedicated operating rooms including a Hybrid Operating Room and a Pedia-dedicated OR. This has increased the number of patients operated to 4,570 in 2019, (pre-Covid) with an average of 14-15 per operations per day. Continuing process improvements to operate more are being done, but the waiting list continue. Subspecialty procedures in the different cardiac disease need to be expanded, with PHC leading as the Apex Cardiovascular procedures in the next 10 years, at global standards, with regional heart center development, more complex procedures will be referred



to PHC. Although Coronary Artery Bypass Graft (CABG) has topped to be the most common procedure done (1,111 or 24.3%), Valve Surgery (repair or replacement) for Rheumatic Heart Disease (RHD) as the most common acquired heart disease tops the waiting line at the outpatient clinic among adults.

Delay can lead to disease progression with loss of productive years among young adults up to age 55 years, as peak age of the disease is at 25-30 years old. 25% of the one-hospital pilot RHD registry at PHC in 2018 (n= 58) are candidates for valve repair with option for valve replacement. Another subset of patients are those who are admitted due to chest pain with ST Elevation Myocardial Infarction (STEMI) at the Emergency Room who undergo Percutaneous Coronary Angiography. There are already around 20- 30 procedures done per day. PHC has already has seven (7) cath labs including one in the Hybrid Operating Room, recently expanded an additional 6th & 7<sup>th</sup> lab by the 2nd quarter of this year. In 2019, 10,856 total cath procedures were done, 772 (7.1%) PCI, and 461 (4.2%) in children.

The waiting list among children cannot be overlooked with 831 patients waiting by end of 2020. PHC only has a 102 (20%) bed capacity for children including a 11- bedded Pediatric Intensive Care Unit, and 16- bedded Surgical Intensive Care Unit, which has been expanded from 5 beds to 16 bed in the last 2 years to address the waiting line. Pediatric surgery procedures were already increased from 2 to 5 per day, with one surgical operating room dedicated for children built in 2013. With this, the Philhealth Z benefit package for congenital heart surgery – Ventricular Septal Defect (VSD) and Tetralogy of Fallot (TOF) was well- implemented with 2,272 procedures done in children (1,168 or 51.4% Service and 1,104 or 48.6% Pay) since 2013 as reflected in Figure 3. Expansion for procedures done in children improved now with increased proficiency for Interventional device – Percutaneous Arteriosus (PDA), VSD, Astral Septal Defect (ASD) device closure, even in adults. Only 1- 2 cases can be done per day with only around 2 hours per day allotted schedule per day at the Catheterization lab ( Figure 4). This can be expanded to 5 procedures per day, but adult cases have taken toll to 20 cases per day. Increasing bed capacity for pediatric patients by 100% in the service wards will increase intervention closure of CHD and probably decrease the queuing time.

Under the 2019 Universal Healthcare implementation, the Philippine Heart Center has been mandated as the Apex Hospital and referral center for CV disease all over the country. With the decentralization to Regional Heart Centers, more complex and specialty surgical procedures are expected to increase in the next five years. At present, the admissions at PHC, as the National Cardiac Referral Center, shows that 48.1% come from the different regions in the country. This shows that decreased access to advanced cardiovascular care may be one of the most common reasons why patients seek treatment at the National Capital Region. Only simple common procedures, however, will be done in the regions - Z benefit CABG, correction of common congenital heart diseases like VSD and TOF and simple single valve repair and procedures. Most will be referred for specialty surgery at PHC.

Organized and well-coordinated referral system with the Regional Heart Centers will require increasing bed capacity to accommodate patients as recommended from the regional hospitals.

At present, the Philippine Heart Center seats in a 2.7-hectare lot at the corner of East Avenue and Matalino Street as a Level 3 Government Owned and Controlled Corporation (GOCC) Specialty Hospital with current 508 Implementing beds (as of Jan 2021).

It has 372 approved bed capacity but in 2019 with the construction of an Annex Building along Matalino Street, and an additional 80-bed Service Wards, functional bed capacity increased to 574 beds (7 suites, 97 private, 116 semi-private, 46 pay wards, 118 Critical care and 8 ICU's), increased recently by the additional 70 semi-private rooms at 4F Annex and 16 isolation beds from the Emerging Infectious Disease Wards. For the UHC implementation, mandating a 70%-30% patient complement favoring service and partially subsidized patients over private cases, an increase in bed capacity with additional 500 beds will be necessary so as not to compromise hospital operations as GOCC hospitals.

PHC is also a cardiovascular training hub for medical and nursing CV specialties. About 68 graduates in adult and pediatric cardiology graduate per year and certified by the Philippine Specialty Societies. Although around 10% return to the Regional Heart Centers, those sent for CV specialty stay at PHC but leave when there is no additional clinic space to practice. At present PHC has 291 doctors in 67 clinic spaces at the Medical Arts Building (MAB) exceeding the required capacity of 4 doctors per room, especially with COVID pandemic, only one doctors is allowed to see a patient a time in a 42 square meters room. Patient experience improvement is part of PHC strategic initiative and client-centered care that goes with good patient care. Most common compliant is the lack of parking space. A parking building has been constructed at the Annex along Matalino Street in providing additional parking slots. Increasing bed capacity for patients, additional clinic space will require additional parking space, aside from the current volume of MAB, OPD and ER consultations. Likewise, as PHC is a referral center, providing affordable accommodation for patients from provinces who come for specialized CV care and diagnosis, or for trainees who come for CV education as transients will be necessary.

In this light, the PHC intends to propose this project infrastructure of a twelve (12) story Building which will be constructed in 4 phases in the next 5-8 years.

## **II. PROJECT INFORMATION**

The scope will involve the preparation of the complete design and plans required for the contract documentation and construction of the TWELVE (12) STOREY HOSPITAL ANNEX BUILDING WITH CARPARK, BASEMENT & ROOFDECK located at the front hospital staff parking and side pay parking of the Philippine Heart Center

along East Avenue, Quezon City and mentioned in Section 1A of this Terms of Reference.

The Consulting Firm shall prepare the designs and plans primarily in accordance with the standard provided the Philippine Heart Center and the Department of Health.

### **III. PROJECT COMPONENTS**

The Consultancy Project will have two (2) phases which are the Pre-Detailed Design Phase and Detailed Design Phase. Each Phase shall have the following activities:

#### **A. Pre-Detailed Design Phase**

- A. Engineering Surveys & Investigations;
- B. Design Development Drawings – through coordination with the Engineering & Maintenance Division of the Philippine Heart Center;
- C. Permit To Construct issued by the Department of Health;

#### **B. Detailed Design Phase**

- A. Detailed Architectural Plans (refer to Checklist of Drawing Requirements and Design Parameters);
- B. Detailed Structural Plans, including Design Criteria/Structural Computations (refer to Checklist of Drawing Requirements and Design Parameters);
- C. Detailed Electrical Plans (refer to Checklist of Drawing Requirements and Design Parameters);
- D. Detailed Storm, Drain, Sanitary and Plumbing Plans (refer to Checklist of Drawing Requirements and Design Parameters);
- E. Detailed Mechanical Plans (refer to Checklist of Drawing Requirements and Design Parameters);
- F. Detailed Electronics and Communication Plans (refer to Checklist of Drawing Requirements and Design Parameters);
- G. Detailed Fire-Protection Plans (refer to Checklist of Drawing Requirements and Design Parameters);
- H. General Notes and Technical Specifications describing type and quality of materials and equipment to be used, manner of construction and the general conditions under which the project is to be constructed.
- I. Bill of Quantities, Detailed Estimates including summary sheet indicating unit prices of construction materials, labor rates & eqmt. rentals.
- J. Summary of Works;

### **IV. ELIGIBILITY REQUIREMENTS**

The eligibility requirements for Design Consultancy shall comply with the applicable provisions of Sections 24 and Section 25.2c of IRR of RA 9184.

### **Minimum Qualifications and Requirements:**

#### **A. TRACK RECORD**

1. The Consulting Firm should have completed the design of at least five (5) hospital or hospital related projects in the last ten (10) years.
2. The Consulting Firm should have a single largest similar completed contract within the last five (5) years which must be at least fifty percent (50%) of the Project Cost. The Consulting Firm must submit the following as part of the Technical Requirements:
  - Statement of all its on-going and completed government and private projects relative to the design services of hospitals;
  - Copies of Certificate of Project Completion and Acceptance from related projects within the last five (5) years.

#### **B. ORGANIZATION**

The Consulting Firm should have an established Organizational Structure that clearly identifies the line of authority and responsibility as well as the specific divisions/sections dedicated to the needed service to show its capability to undertake the Project. An Organizational Chart must be submitted as part of the Technical Requirements.

#### **C. KEY PERSONNEL**

The key personnel must meet the required minimum years of experience set below:

	<i>Personnel</i>	<i>Requirements</i>	<i>Relevant Experience</i>
1.	Principal Architect (Team Leader)	Must be a Filipino and a Registered and a Licensed Architect	At least 10 years of work experience as architectural consultant in design of hospital and hospital-related projects
2.	Structural Engineer	Must be a Filipino and a Licensed Structural/Civil Engineer	At least 10 years of work experience as architectural consultant in design of hospital and hospital-related projects
3.	Professional Electrical Engineer	Must be a Filipino and a Licensed Professional Electrical Engineer	At least 10 years of work experience as architectural consultant in design of hospital and hospital-related projects

4.	Professional Mechanical Engineer	Must be a Filipino and a Licensed Professional Mechanical Engineer	At least 10 years of work experience as architectural consultant in design of hospital and hospital-related projects
5.	Sanitary Engineer	Licensed Sanitary Engineer	At least 10 years of work experience as architectural consultant in design of hospital and hospital-related projects
6.	Professional Electronics and Communications Engineer	Must be a Filipino and a Licensed Professional Electronics and Communications Engineer	At least 10 years of work experience as architectural consultant in design of hospital and hospital-related projects

The Consulting Firm shall submit the complete list of Key personnel with their corresponding qualifications, accompanied/supported with the following documentary requirements as part of the Technical Requirements:

1. Curriculum Vitae (CV) highlighting relevant work experience;
2. Photocopy of Diploma;
3. Photocopy of Professional License;

#### **D. DETAILED WORK PLAN & METHODOLOGY**

A Detailed Work Plan & Methodology with Schematic Plans, Perspectives and Presentations shall be submitted by the Consulting Firm as part of the Technical Requirements.

### **V. CRITERIA FOR SELECTION**

The BAC shall conduct a detailed evaluation of bids using the Quality-Cost Based Evaluation Procedure as stipulated in R.A. 9184.

The HOPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

After approval by the HOPE of the Highest Rated Bid, its financial proposal shall then be opened. The BAC shall, within three (3) calendar days, notify and invite the consultant with the Highest Rated Bid for the opening of financial proposal for the purpose of conducting negotiations with the said consultant. In the letter of notification, the BAC shall inform the consultant of the issues in the technical proposal the BAC may wish to clarify during negotiations.

Negotiations shall be in accordance with Section 33.2.5 of the 2016 Revised IRR of RA 9184: Provided, that the amount in the financial envelope shall be made as the basis for negotiations and the total contract amount shall not exceed the amount indicated in the envelope and the ABC as stated in the Bidding Documents.

The technical information in the first envelop to be submitted by the bidder shall contain (*amongst others*) the following;

- The bid security in the prescribed form, amount and validity period;
- Organizational chart;
- List of completed and on-going projects;
- Design Approach, Work plan & Methodology, Schedule;
- List of key personnel to be assigned to the contract to be bid, with their complete qualification and experience data; and
- Omnibus Sworn Statement in accordance with Section 25.3 of the 2016 Revised IRR of RA 9184

*Note: Verify checklist included in Section 7 of Bidding Forms*

The technical proposals of consultants shall be evaluated based on the following criteria and using the corresponding numerical weights indicated herein.

Quality of personnel to be assigned to the project will cover suitability of key staff to perform the duties of the particular assignments and general qualifications and competence including education and training of the key staff. Experience and capability of the consultant which includes records of previous engagement and quality of performance in similar and other projects; relationship with previous and current clients; and overall work commitments, geographical distribution of current/impending projects and attention given by the consultant shall be taken into consideration. Aside from the experience of the consultant to the project, it will also be taken into light both the overall experiences of the firm and the individual experiences of the principal and key personnel including the times when employed by other consultants.

#### **A. SHORTLISTING OF PROSPECTIVE BIDDERS**

Consulting Firms shall be shortlisted based on the following:

1.	Applicable experience of the Consultant	50%
2.	Qualification of Principal & Staff of the Consultant	40%
3.	Current workload relative to capacity	10%
Total :		100%

Participating Consulting Firms are to be rated based on the criteria shown in Section 24.5.3 of the 2016 IRR of Republic Act (RA) 9184.

Prospective bidders must pass the minimum score of seventy-five percent (75%) to be shortlisted. Failure to meet the specified requirements in the shortlisting would result to a zero (0) rating for the specified criterion. Top three bidders shall be qualified to proceed to the evaluation procedure.

## **B. CRITERIA FOR THE EVALUATION OF BIDS**

Shortlisted Consulting Firms will be evaluated using the Quality-Cost Based Evaluation/Selection (QCBE/QCBS) procedure under the Republic Act (RA) 9184 (Government Procurement Act) and its Revised Implementing Rules and Regulations (IRR) and shall be based on the following criteria.

<b><i>Criteria for the Evaluation of Bids</i></b>		<b><i>Points</i></b>
I.	Technical Proposal	70
II.	Financial Proposal	30
Total :		100

Technical Proposals are to be rated based on the criteria shown in Section 33.2.2 of the 2016 IRR of Republic Act (RA) 9184.

<b><i>Criteria for the Technical Evaluation of Bids</i></b>		<b><i>Points</i></b>
I.	Experience of the Firm	10
II.	Qualifications of Key Personnel of the Firm	60
III.	Schematic Plans, Perspectives and Presentation	20
IV.	Methodology & Work Plan	10
Total :		100

The minimum Technical score and weights for Technical Proposal and Financial Proposal (in case of Quality-Cost Based Evaluation) will be determined by the BAC for Consulting Services during the PPC.

Section 33.2.1.b (ii) of the 2016 Revised IRR of RA 9184 states that the financial and technical proposals shall be given corresponding weights with the financial proposal shall be given a maximum weight of thirty percent (30%). The weight of the technical criteria shall be seventy percent (70%).

\*Project Presentation - upon passing the eligibility requirements of the technical component, each bidder will be given 20 to present their design concept. Presentation shall be done individually.

**C. DETAILED CRITERIA AND RATING SYSTEM FOR THE EVALUATION OF TECHNICAL COMPONENT OF BIDS**

**I. EXPERIENCE OF THE FIRM (10 Points)**

The score for this criterion shall be based on similar work experience on completed consulting assignments, local or overseas. Projects with the biggest consultancy cost shall be considered in the evaluation (maximum of 10 projects).

No. of Completed Contracts	Cost of Completed Contract as % of ABC	Rating
	50% or more	4
	40% to <50%	3
	30% to <40%	2
	<30%	1

$$\text{Score} = [0.60 + (4/30) \times ((\text{TS}/10) - 1)] \times 10$$

- TS** - Total Score, number of similar experiences of the firm, or any of its permanent technical personnel of the bidder
- Number of Completed Contract multiplied to equivalent rating

**II. QUALIFICATION OF PROPOSED KEY PERSONNEL (60 Points)**

The Implementing Unit shall assign weights (%) to all required key personnel that will reflect the relative importance of their responsibilities and inputs in the consulting services contract to be procured. The assigned weights shall be the same on the weights indicated on the Bid Data Sheet (BDS).

The respective weight percentage of the personnel shall be:

	Position	No. of Personnel	Maximum Points per Personnel	Weight (%) per Personnel	Weight TOTAL
1	Principal Architect (Team Leader)				
2	Structural Engineer				
3	Professional Electrical Engineer				
4	Professional Mechanical Engineer				
5	Sanitary Engineer				



6	Professional Electronics & Communication Engineer				
	<b>TOTAL</b>	<b>ΣN</b>			<b>100%</b>

**ΣN**= Total Number of Key Personnel

The score for this criteria shall be computed as follows:

### **II.1 Education, Training and Publication (30 Points)**

The educational qualification of the personnel shall be rated as follows:

- Allow 80% rating if the personnel has the **relevant** bachelor's degree
- Allow additional 10% rating for **relevant** Master's degree
- Allow additional 5% rating for **Doctoral** degree
- Allow additional 1% rating for every 40 aggregate hours of **relevant technical trainings** within the last ten (10) years (maximum of 200 training hours) or every **Technical** publication/proceedings (maximum of 5 publications) or every three (3) units of post – graduate studies or unfinished Master's or Doctoral degree.

The key personnel must have the following minimum educational attainment:

	<b>KEY STAFF</b>	<b>PROFESSIONAL QUALIFICATION</b>
1	Principal Architect (Team Leader)	Bachelor of Science in Architecture
2	Structural Engineer	Bachelor of Science in Civil Engineering
3	Professional Electrical Engineer	Bachelor of Science in Electrical Engineering (License REE with minimum 5years experience)
4	Professional Mechanical Engineer	Bachelor of Science in Mechanical Engineering(License RME with minimum 5years experience)
5	Sanitary Engineer	Bachelor of Science in Sanitary Engineering
6	Professional Electronics & Communication Engineer	Bachelor of Science in Electronics and Communications Engineering (License RECE with minimum 5 years experience)

**Individual Score II.A = Rating x 30 x (Assigned Weight per Personnel)**

## Score II. A = $\sum$ Individual Score II.A

### II.2 Experience of Key Personnel (30 Points)

The experience for this criterion shall be based on hospital and related consulting services contracts local or overseas, occupying the positions as defined below:

#### **Definition of “Hospital” and “Related” Years of Services of Key Personnel**

<b>Position</b>	<b>Hospital Experience</b>	<b>Related Experience</b>
P1. Project Manager	P1, same S and same I	P1, same S and different I or P1, different S and same I
P2. Senior Infra Position	P2, same S and same I	P1 or P2, same S and different I or P1 or P2, different S and same I
P3. Other Positions	P3, same S and any I	P3, any S and any I

Note:

P - Position

S - Type of consulting services (DAED)

I - Type of infrastructure (Hospital/Hospital Related Facilities.)

Where:

**Individual Score B** =  $[(Y + 0.25Y_r) / Y_{min}] (50) (W_t \text{ per Personnel})$

**Y** - Similar Years of Experience

**Y<sub>r</sub>** - Related Years of Experience (shall not exceed the **Y<sub>min</sub>**)

**Y<sub>min</sub>** - Required Minimum Years of Experience

Note:

- Proposed personnel who have no similar experience shall be rated zero in experience.
- The value of the ratio  $(Y + 0.25 Y_r)$  shall not exceed one (1).
- The bidder shall be disqualified if any of the proposed personnel was found non-complying to the requirements of the TOR and BD (Education, Professional Licensure and/or Accreditations).
- For non-infrastructure projects, the IU shall prepare their own set of criteria for the qualification of key personnel subject for approval by the Bids and Awards Committee.

$$\text{Score II. B} = \Sigma \text{ Individual Score II.B} \quad \text{Score II} = \text{Score II.A} + \text{Score II. B}$$

### **III. SCHEMATIC PLANS, PERSPECTIVES & PRESENTATION (20 Points)**

The plans, perspectives and presentation shall be graded by PHC representatives as follows: EMD Architect & Engineers, Department Manager of Administrative Services, HoPE & BAC-TWG.

<b>No.</b>	<b>Criteria</b>	<b>Points</b>
I.	Schematic Plans	10
II.	Perspectives	5
III.	Over-all Presentation	5
<b>TOTAL :</b>		<b>20</b>

1. Schematic Plans must show the architect's design and planning approach through ALL the levels and the important areas/rooms as indicated in the space programming;
2. Perspectives must show at least but not limited to the ff:
  - The exterior look viewed as a pedestrian along East Ave;
  - Aerial/Bird's eye view.
  - Interior perspectives (e.g. nurse stations, ward corridors, typical nursing ward, operating room);
3. Over-all Presentation –video or powerpoint presentation, to include minimum of 5 completed hospital projects showing perspectives & layout.

Note: Presentation of twenty (20) minutes before opening of Technical Components.

### **IV. METHODOLOGY& WORK PLAN (10 Points)**

The plan of approach and methodology shall be rated using the following checklist criterion and corresponding points:

#### **IV. A –Clarity, feasibility, innovativeness, and comprehensiveness of the plan approach (8 Points)**

$$\text{Score IV.A} = \text{A+B+C+D}$$

- A. Clarity** - quality of narrative description of the methodology and work plan for performing the services (2 points) (Score A = a+b)
- a) The description discussed fully all aspects of the Services in the submitted TPF 4 - Description of the Methodology and Work Plan for Performing the Project (1 point).

- b) The work plan is described in proper order of work activities in the submitted TPF 4 – Description of the Methodology and Work Plan for Performing the Project (1 point).
- B. Feasibility** – capability to achieve the services (2 points) (Score B = a+b+c+d).
- a) The proposed team includes all required personnel, and the tasks of each key personnel are clearly defined in TPF5 – Organizational Chart, Team Composition and Tasks for the Project (0.5 point).
  - b) The work activities are achievable and given in logical sequence in the submitted TPF5 – Organizational Chart, Team Composition and Tasks for the Project (0.5 point).
  - c) The assignment of personnel in TPF7 - Time Schedule of Professional Staff - is consistent with the work activities in TPF5 – Organizational Chart, Team Composition and Tasks for the Project (0.5 point).
  - d) Each of the key personnel has a letter of commitment to work on the project (i+ii+...n in a total of 0.5 point).
- C. Innovativeness** - adoption of quality standard/new work approach technology/tools (2 points) (Score C=a+b+c+d).
- a) There is innovation with discussion on how the methodology will enhance the quality of work outputs and/or ensure timely completion of the Services in TPF 4 - Description of the Methodology and Work Plan (0.5 point).
  - b) The methodology completely describes the technology and tools to be used in TPF 4 - Description of the Methodology and Work Plan (0.5 point).
  - c) Flexibility of the proposed Methodology.(0.5 point).
  - d) Adaptability of the proposed Methodology (0.5 point)
- D. Comprehensiveness** - completeness and adequate level of detail of the work plan as to how the Services shall be carried out as outlined in the Terms of Reference (2 points) (Score D= a+b+c+d).
- a) All works required in the Services are covered in TPF7 - Time Schedule of Professional Staff (0.5 point).
  - b) All the required key personnel are covered in TPF5 – Organizational Chart, Team Composition and Tasks for the Project (0.5 point).
  - c) There is a clear presentation of interdependence of activities, such as bar chart, as shown in TPF 4 - Description of the Methodology and Work Plan and TPF7 - Time Schedule of Professional Staff (0.5 point).
  - d) The work plan integrates interactions of the bidder, with the concerned DPWH Offices, LGUs, and other government agencies, in TPF 4 - Description of the Methodology and Work Plan for

performing the services and in TPF7 - Time Schedule of Professional Staff (0.5 point).

**IV.B – Quality of Interpretation of project problems, risks, & suggested solutions (2 points)**

**Score IV.B = A+B**

- A. There is clear discussion on possible problems and risks based on actual site inspection in TPF 4 - Description of the Methodology and Work Plan (1 point).
- B. Appropriateness of suggested solutions - achievability of suggested solutions to the problems and risks (1 point) (Score B = a+b)
- a) The suggested solutions are logical and practicable in the submitted TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on data, services, and facilities to be provided by the Procuring Entity (0.5 point).
- b) There is a clear discussion on how the proposed solutions shall be carried out in the submitted TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on data, services, and facilities to be provided by the Procuring Entity and/or TPF 4 - Description of the Methodology and Work Plan (0.5 point).

**Score (IV) = Score IV.A + Score IV.B**

**TOTAL SCORE = Score I + Score II + Score III + Score IV**

The weights for Technical Proposal and Financial Proposal (in case of Quality Cost Based Evaluation) and minimum technical score shall be determined by the Bids and Awards Committee during Pre-Procurement Conference.

**VI. APPROVED BUDGET COST**

The approved budget cost for the Design of the Proposed Twelve (12) storey Hospital Annex Building with Carpark, Basement & Roofdeck at the Philippine Heart Center is **Twenty Five Million Pesos and 0/100 ( Php 25,000,000.00 )**.

**VII. PLAN REVIEW AND APPROVAL**

The consultant, together with its engineering team, shall coordinate with the **EMD Project Technical Team** for review, assessment and approval of ALL PLANS & SPECIFICATIONS during the schematic and design development phase of the project:

<i>Scope/Discipline</i>	<i>Person</i>	<i>Position</i>
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Architectural Plans	<b>Ar. Marlon L. Reyes, uap</b>	Supervising Administrative Officer / Architect III
Structural Engineering Plans	<b>Engr. Raul L. Rosal</b>	Engineer II
Electrical Engineering Plans and Electronics & Communication Engineering Plans	<b>Engr. Dionisio H. Eoy, Jr.</b>	Engineer IV
Mechanical, Fire Protection and Sanitary/Plumbing Plans	<b>Engr. Reginald C. Vestidas</b>	Engineer IV
Over-all EMD Approval	<b>Engr. Jose B. Barsaga</b>	Engineer V
Endorsing Approval	<b>Engr. Ricardo C. Limpin</b>	Department Manager for Administrative Services
FINAL APPROVAL (HoPE)	<b>Dr. Joel M. Abanilla, MD</b>	Executive Director

Design Coordination Meetings together between the Consultants Design Team and PHC-EMD Project Technical Team shall be minimum twice in a month in order to facilitate smooth design development interface Date, time and venue shall be discussed further.

All plans submitted shall be use the PHC-recommended title block with the above-mentioned personnel as signatories.

#### **VIII. SCHEDULE OF PAYMENT**

The Winning Consulting Firm shall be paid as follows:

- 15% upon Issuance of Notice to Proceed to winning Consulting Firm;
- 35% upon submission of Architectural Plans based on approved Schematic Architectural Plans prior to application of DOH HFSRB Permit to Construct;
- 50% upon submission of the complete Detailed Architectural & Engineering Drawings and all other contract documents to the Philippine Heart Center through the Engineering & Maintenance Division.

#### **IX. DELIVERABLES**

The Consulting Firm shall submit the following plans and documents within the prescribed contract duration detailed in the succeeding section reckoned from the issuance of the Notice to Proceed for the said project:



No.	Quantity	Submittal	Purpose
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1.	One (1) set	Plans Plotted in 30"x40" Tracing Paper Signed & Sealed Plans	For EMD file
2.	Ten (9) sets	Plans Printed in A3, Signed & sealed	For EMD file
3.	Nine (9) sets	Plans Digital Blueprinted 30"x40", Signed & Sealed Plans	For building permit purposes
4.	Six (6) sets	Technical Specifications, signed & sealed	For building permit
5.	Six (6) sets	Detailed Cost Estimates, signed & sealed	For building permit
6.	Six (6) sets	Structural Analysis, signed and sealed	For building permit
7.	Six (6) sets	Electrical Computation, signed & sealed	For building permit
8.	Six (6) sets	Bill of Quantities, signed & sealed	For building permit
9.	Six (6) sets	Program of Works	For building permit
10.	One (1) set	Copy of Plans & Certificate stamped and signed by DOH (PTC)	For EMD file
11.	One (1) pc.	USB Containing Plans (In Autocad & PDF Format) and relevant Contract Documents (In Word/Excel & PDF)	

## X. CONTRACT DURATION

The Consulting Firm is required to complete the production of Detailed Architectural and Engineering Drawings, Technical Specifications, Bill of Quantities, Bill of Materials, Detailed Estimate, Structural Analysis and computations and Electrical computations and secure the Permit To Construct (PTC) within the schedule prescribed below, to start upon the consultant's receipt and signing of the Notice to Proceed.

The time frame to be followed for the project is as follows:

ACTIVITY	MONTH	
	1	2
<b>Pre-Design, Design w/ Architectural Plans</b>		
<b>Detailed Design with Engineering Plans</b>		

## XI. SPACE REQUIREMENTS / PROGRAMMING

The following are the required (but not limited to) space requirements of the project which is required to be shown in the plans:

No.	Area / Room	Remarks
<b>0 BASEMENT LEVEL</b>		
0.01	Elevator Lobby	
0.02	Sewage Treatment Plant	
0.03	Cistern Tank (Potable & Non-Potable) w/ WILO Pumps	
0.04	Switchgears	
0.05	Motor Control Center	
0.06	Nutrition & Dietetics Satellite Kitchen	
0.07	Property & Supply Management Storage Rooms	
0.08	Oxygen & Compressed Air Manifold Room	
0.09	Fire Pump System	
0.10	Heat Pump Room	
0.11	MEPF Rooms	
a.	AC Rooms area or ledges	
b.	Electrical Room	
c.	Plumbing/Fire Pro Room	
d.	Communications Room	
<b>I. GROUND FLOOR LEVEL</b>		
1.01	Elevator Lobby	
1.02	Emergency Room Expansion	linked to existing ER
a.	Triage Area	
b.	Waiting Area for Relatives	link to existing
c.	Treatment area with 30 stretchers minimum	
d.	Nurse Station	
e.	Medication Room	
f.	Patient Toilet	
g.	Staff Lounge	
h.	Staff Toilet	
1.03	Coronary Care Unit (CCU) 3	
a.	20-24 Patient ICU Type Rooms with T&B	1-2 beds per room
b.	Nurse Station	
c.	Medication Room	
d.	Head Nurse Office	
e.	Staff Area with Pantry	
f.	Staff Locker Area with T&B	
g.	Linen Storage	
h.	Equipment Storage	
i.	Dirty Utility Room	
j.	Janitor's Closet	
1.04	MEPF Rooms	
a.	AC Rooms area or ledges	
b.	Electrical Room	



c.	Plumbing/Fire Pro Room	
d.	Communications Room	
1.05	Generator Set Area	
1.06	Open Carpark level	
1.07	Business Center	
1.08	Power Center with Transformer Vault Room	
<b>II. SECOND FLOOR LEVEL</b>		
2.01	Operating Room Complex	
a.	Four (4) Cardiac Operating Room Suites	minimum 36 sqm.
b.	Scrubbing Area (can be common for 2 OR Suites)	
c.	Cleaning Room (can be common for 2 OR Suites)	
d.	Transfer Triage Area	
e.	Head Nurse Office with Clerical Staff	
f.	OR Relatives Waiting Area with common Toilet	
g.	Sterile Supply Room	
h.	Male & Female Locker/Dressing Room with T&B	
i.	Equipment Storage	
j.	Storage Rooms	
k.	Linen Storage	
l.	Dirty Utility Room	
m.	Janitor's Closet	
2.02	Surgical Intensive Care Unit (SICU) 4	
a.	20-24 Patient ICU Type Rooms with T&B	1-2 beds per room
b.	Nurse Station	
c.	Medication Room	
d.	Head Nurse Office	
e.	Staff Area with Pantry	
f.	Staff Locker Area with T&B	
g.	Linen Storage	
h.	Equipment Storage	
i.	Dirty Utility Room	
j.	Janitor's Closet	
2.03	Doctor's Clinics with T&B	Along Carpark Bldg,
2.04	MEPF Rooms	
a.	AC Rooms area or ledges	
b.	Electrical Room	
c.	Plumbing/Fire Pro Room	
d.	Communications Room	
<b>III. THIRD FLOOR LEVEL</b>		
3.01	Surgical Intensive Care Unit (SICU) 5	
a.	20-24 Patient ICU Type Rooms with T&B	1-2 beds per room
b.	Nurse Station	
c.	Medication Room	
d.	Head Nurse Office	

e.	Staff Area with Pantry	
f.	Staff Locker Area with T&B	
g.	Linen Storage	
h.	Equipment Storage	
i.	Dirty Utility Room	
j.	Janitor's Closet	
3.02	Medical Intensive Care Unit (MICU) 3	
a.	24-30 Patient ICU Ward Type Rooms with T&B	2-4 beds per room
b.	Nurse Station	
c.	Medication Room	
d.	Head Nurse Office	
e.	Staff Area with Pantry	
f.	Staff Locker Area with T&B	
g.	Linen Storage	
h.	Equipment Storage	
i.	Dirty Utility Room	
j.	Janitor's Closet	
3.03	Doctor's Clinics with T&B (along Carpark Building only)	
3.04	MEPF Rooms	
a.	AC Rooms area or ledges	
b.	Electrical Room	
c.	Plumbing/Fire Pro Room	
d.	Communications Room	
3.05	Carpark Level	
<b>IV. FOURTH (4TH) TO TENTH (10TH) FLOOR LEVEL</b>		
4.01	Patient Ward A	
a.	24-30 Regular Patient Room with T&B	4-6 Beds per Room
b.	Nurse Station	
c.	Medication Room	
d.	Head Nurse Office	
e.	Staff Area with Pantry	
f.	Staff Locker Area with T&B	
g.	Linen Storage	
h.	Equipment Storage	
i.	Dirty Utility Room	
j.	Janitor's Closet	
4.02	Patient Ward B	
a.	24-30 Regular Patient Rooms with T&B	4-6 Beds per Room
b.	Nurse Station	
c.	Medication Room	
d.	Head Nurse Office	
e.	Staff Area with Pantry	
f.	Staff Locker Area with T&B	
g.	Linen Storage	

h.	Equipment Storage	
i.	Dirty Utility Room	
j.	Janitor's Closet	
4.03	Doctor's Clinics with T&B (along Carpark Building only)	up to 7th floor only
4.04	MEPF Rooms	
a.	AC Rooms area or ledges	
b.	Electrical Room	
c.	Plumbing/Fire Pro Room	
d.	Communications Room	
4.05	Carpark Level	up to 8th floor deck
<b>V. ELEVENTH (11TH) FLOOR LEVEL</b>		
5.01	Lobby / Common Area with Powder Room	
5.02	Registration/Reception Office with Toilet	
5.03	Transient Rooms with T&B	
5.04	MEPF Rooms	
a.	AHU or AC Ledges	
b.	Electrical Room	
c.	Plumbing/Fire Pro Room	
d.	Communications Room	
<b>VI. TWELFTH (12TH) FLOOR LEVEL</b>		
6.01	Lobby / Common Area with Powder Room	
6.02	Dormitory Rooms with T&B	
6.03	MEPF Rooms	
a.	AHU or AC Ledges	
b.	Electrical Room	
c.	Plumbing/Fire Pro Room	
d.	Communications Room	
e.	Rainwater Harvesting Filtration Room	
<b>VII. ROOFDECK/TWELVE-A (12A) FLOOR LEVEL</b>		
7.01	Open Roofdeck for Solar Panels	
7.02	Helipad	
7.03	Overhead Cistern Tank	
7.04	MEPF Rooms	
a.	AHU or AC Ledges	
b.	Electrical Room	
c.	Plumbing/Fire Pro Room	
d.	Communications Room	

## **XII. DESIGN PARAMETERS**

### **A. Architectural Design Parameters**

#### **1. Codes and Standards**

The Architectural Works shall be in accordance with the following Laws, Codes and Standards.

- a. Laws and Codes:

- PD 1096 or the National Building Code of the Philippines and its Latest & Amended IRR;
  - RA 9266 or Architectural Law and its latest amended IRR;
  - RA 4226 or Hospital Licensing Act and its latest and amended IRR;
  - BP 344 or Accessibility Law and its Latest and Amended IRR;
  - AO 35, s. 1994 or AO Pertaining to the Control of Radiation Hazards;
  - RA 9514 or the New Fire Code of the Philippines;
  - RA 9184 or the Government Procurement Reform Act and its IRR;
  - Green Viability Assessment / Green, Safe & Resilient Health Facility Practice;
  - Existing Local Codes and Ordinances;
  - And other Laws that applies to the projects;
- b. Standards:
- Bureau of Product Standards (BPS);
  - Underwriters Laboratory (UL) or CE Listed or approved equivalent;
  - DOH Technical Guidelines for Hospital & Health Facilities Planning and Design;

## **2. General Drawing Guidelines**

- a. General
- All drawings shall be computer-drafted. Drawings shall be submitted both in printed and electronic copies.
  - Keep the same orientation for all plans. The north orientation shall be indicated in all architectural floor plans. The orientation of the architectural plans shall be consistent with all the engineering plans.
  - Existing buildings and new works shall be clearly indicated and labeled in the site plans.
  - Detailed plans, elevations and sections shall have a scale not smaller than 1: 100 meters.
  - Spot detailed plans shall have a scale not smaller than 1: 50 meters.
  - Avoid notes such as 'see architectural detail' or 'see structural'. Always refer with a callout to the specific detail drawing and sheet number.
- b. Site Plans
- The site plans shall have a scale not smaller than 1: 400 meters.
- c. Floor Plans
- All plans shall be 1: 100 meters. The same scale shall be used for the rest of the architectural, structural, sanitary, plumbing, electrical, electronics & communications, fire protection, FDAS and mechanical plans, except for each trade's site plan, detailed plans and spot details.
  - Elevation callouts shall be indicated on the floor plans and shall be consistent with the elevation drawing.
  - Section line callouts on the floor plans shall be consistent with the section drawing.
  - Floor plans shall be indicated with boxed room callout numbers, including the callout for floor finishes and wall finishes.
  - Floor elevations shall be indicated in the floor plans. This shall be in reference to the natural grade line or the established finished floor lines of the adjoining existing buildings.

- The location of mechanical equipment, e.g. air conditioning shall be indicated in the floor plans. This shall be consistent with the mechanical and electrical plans.
  - Window callouts shall be hexagons with the proper numbering, e.g., W-01.
- d. Elevations and Sections
- Finish floor lines and top of truss and roof deck lines shall be consistent in all the elevations, sections and structural plans and details.
- e. Reflected Ceiling Plans
- Reflected ceiling plans shall be indicated with boxed room callout numbers, including the callout for ceiling finishes and lighting fixtures.
  - Ceiling height relative and in reference to the finish floor line shall be indicated in the reflected ceiling plans in each room with boxed dimensions. This is to ensure that the ceiling heights of all rooms are established whether or not reflected in the sections. Ceiling heights indicated herein must be consistent in all elevation/section drawings.
  - The description and location of the fixtures, e.g. lighting, smoke detectors, air-condition vents, exhaust fans, in the reflected ceiling plans shall be consistent with the electrical and mechanical plans.
- f. Roof Plans
- Location of all downspouts shall be indicated in the roof plans.
  - Indicate the material finishes to be used.
- g. Doors and Windows
- Door and window schedules shall indicate the type of door or window, the number of sets, the location/s of the door or window, the materials and accessories included and other special specifications, e.g. color or finish.
- h. Details
- Provide a minimum of one (1) bay section of a scale not smaller than 1:50 meters for each major building preferably cut along the area with special construction design.
  - Provide spot detail plans, elevations and sections of a scale not smaller than 1:30 meters for special designs with aesthetic treatment and ornamentation.
  - Provide detail plans of a scale not smaller than 1:50 for all areas needing tile pattern, e.g. lobby, corridor, entrance walk, showing the position and pattern of tiles.
  - Centerline location of plumbing fixtures shall be indicated in detail plans with lines of reference and its corresponding dimensions. This is to indicate the exact locations of the plumbing/sanitary roughing-ins.

### **3. Site Works**

- a. The Master Site Development Plan of the Hospital shall include the following:
- Contour & survey of the lot, including bearing and distance of the property line
  - Road network and curbs and sidewalks
  - Parking spaces

- Reference location of existing trees
  - Reference location and footprint of existing buildings, with the corresponding building names and dimensions, including distances between adjacent buildings, and distances between buildings and the nearest property line
  - Reference location of utilities, e.g. water reservoirs, septic tank and/or holding tank, powerhouse, transformers, waste storage area, security outposts and waiting sheds
- b. There shall be a separate road entry for vehicles going to our Emergency Department.
  - c. Buildings should be at least spaced four (4) meters apart to allow natural light and ventilation.
  - d. There shall be a separate road entry/exit for vehicles going to the Hospital Lobby.
  - e. Ramps shall be provided in all main entrances of the buildings and other access openings to walkways leading to other buildings.

#### **4. Building Architectural Works**

- a. Floor Plans
  - The structural, sanitary, plumbing, electrical and mechanical designs are required to refer to the architectural plans and specifications in case of discrepancies. If an engineering design will have any possible conflict or interference on the architectural design, the latter may be adjusted provided that the aesthetic value will not be compromised.
  - The architectural and engineering plans shall be consistent all throughout in terms of dimensions and locations of columns, beams, walls, roof line, conduits, ducts, pipes, and fixtures, among others. Column and beam grid lines shall also be consistent in all the architectural and engineering plans.
  - Verify and coordinate floor plans with the mechanical, electrical and sanitary design with regard to the requirements for mechanical rooms, AHU rooms, electrical rooms, pipe chase, and other engineering requirements.
  - Public toilets shall have provisions and fixtures for persons with disability as required by BP 344. If enough space allows, toilets specially made and designated for persons with disability is preferable.
- b. Walls
  - Exterior walls shall be 200mm. thick, while interior walls shall be 150mm. thick. This is indicative of the finished wall thickness including the plastering & tile works. Interiors walls forward, offices shall be 6mm thick fiber cement board (two-face) with glass/rock wool insulation on metal framing, extend to bottom of beam.
  - Toilet wall tiles shall be 300mm. x300mm. for areas of six (6) square meters or below. Toilet wall tiles shall be 600mm. x600mm. for areas above six (6) square meters.
  - Layout & work on wall & floor tiles must be aligned, plumb, level, & square.
  - All edges, corners and intersections of toilet tiles, including the top-most tile not reaching the ceiling shall be provided with polyvinyl chloride tile trims.
  - Tile color and design shall be approved first before installation.

c. Floors

- Surgical Intensive Care Units and Operating Room floor finish shall be non-directional roll-form anti-static anti-bacterial homogenous vinyl with welded joints. It shall cover upwards to the sides of the wall up to a minimum of 150mm from the floor, terminated by capping strips.
- If floor tiles in two adjacent rooms with different material, color or design meet at the door opening, the cut shall be located middle of the door thickness when in a closed position. Provide details in the floor pattern design.
- Floors at the openings of toilets for persons with disability shall be sloping. Indicate in the plans and sections.
- The size of the toilet floor tiles shall be 300mm. x300mm. for areas of six (6) square meters or below. Toilet floor tiles shall be 600mm. x600mm. for areas above six (6) square meters. Indicate the tile pattern.
- The size of vinyl floor tiles of the offices and wards shall be 300mm x 300mm, or bigger depending on the proportion to the size of the room. Indicate the tile pattern.
- Layout and work on wall and floor tiles must be aligned, plumb, level, and square.
- Tile color and design shall be approved first before installation.

d. Ceiling Works

The following rooms shall have a minimum ceiling height:

- Wards of 4 beds and up – 2500mm, to provide better natural ventilation
- Ceiling height for areas with special aesthetic treatment, e.g. lobby, major conference room, executive office, shall be proportional to the area or room or as required by the designer. However, this shall not be lower than 2700mm. Provide details.
- If acoustic boards on aluminum T-runners would be used for the ceiling, layout should be on center and avoiding cut pieces. If the remaining perimeter of the ceiling is less than 600mm. wide, it shall be designed complimentary with fiber cement boards on light gauge metal furring. Likewise with acoustic boards in big areas, e.g. offices, and wards, shall be designed in a way to break the redundancy. Provide details.
- Soffit of exterior beams and slabs shall have drip moulds to prevent damage due to water sipping into the eaves or ceiling. Section details shall be required to show the drip mould.

e. Doors and Windows

- Major rooms that require security shall have aluminum framed glass doors.
- Minor rooms that do not require security shall at least have wood panel doors.
- Toilet doors shall be flush type 4.5mm ficem board on wood frames with aluminum louvers and toilet cubicle doors shall be compact high-pressure laminate (black core) phenolic door.
- Operating rooms shall have automated sliding aluminum framed glass doors.
- Fire escape doors, should be provided with panic hardware and door closers, and shall conform to the requirements of the Fire Code of the Philippines.
- Aluminum frames of glass doors and windows shall be powder-coated.

- Door finish and color shall be approved first before application.
  - Window sills shall be slightly sloped outwards to prevent damage to windows & paint due to water sippage. Section details shall be required to show this slope.
  - All doors of a high-occupancy room shall swing outwards and as required by the Fire Code of the Philippines. Panic Doors.
  - Doorjambs with no molding/casing installed on concrete walls shall have construction grooves all around. Provide details.
  - All doors & windows shall have reinforced concrete lintel beams. Provide details.
- f. Stairs, Ramps and Corridors
- Ramps for persons with disability shall have a slope not higher than 1:12 and will have a clear width of 1.50meters clear. Handrails and clearances shall conform to the requirements of BP 344.
  - Regular stairs shall have risers at 150mm. high and treads at 300mm. wide. Fire stairs could have a maximum riser at 200mm. and tread at 250mm. Handrails shall be 1100mm. high. Clearances shall conform to the requirements of the Fire Code of the Philippines.
  - Corridors shall have a minimum unobstructed width of 2500mm. This shall be measured clear from the surface of the finished wall and not on- center of the rough CHB wall.
  - Corridors shall not be areas for temporary or permanent storage of stretchers, wheelchairs, trolleys, food carts, oxygen tanks or other movable hospital equipment. Storage or parking spaces shall be provided for these.
  - Corridors and exit doors shall conform with the requirements of the Fire Code of the Philippines.
- g. Fixtures and Accessories
- Three-way electrical light switches shall be provided at the foot and the top of the stairs per floor. Likewise, at both ends of along corridor.
  - The knob side of the door shall locate electrical light switches.
  - Electrical switches and outlets shall be installed plumb and level.
  - Patient toilets shall always be provided with stainless steel handrails in conformity to the requirements of BP 344.
  - A drainage line shall be provided for air conditioners. Likewise, split-type air conditioners located in the interior part of the building shall be so located adjacent to areas with drainage lines,e.g., toilets, downspouts, balconies.
- h. Roof Deck Works
- Steel roofing shall not be allowed in the roof deck part of the building. Roof decks shall be slab with sufficient roof dome drains connected to rain water harvesting system.
  - Parapets, designed as a roof protection from the winds, must be designed to satisfy the preceding parameters. Provide details.
- i. Painting
- Painted ceiling shall be in flat latex finish. Shadow coves is encouraged



- Painted interior walls shall be at anti-bacterial semi-gloss latex finish for all rooms, unless specified to a higher type of paint.
- All patient rooms, operating rooms and laboratory shall also be in anti-bacterial and odor-absorbent paint finish.
- Painted exterior wall shall be at least in moisture-resistant/water-repellant solvent- based paint finish, textured or smooth, unless otherwise specified.
- Paint color and shade shall be approved first before application.

## **5. Specific Requirements**

- a. Provide spot detail plans and sections of the following:
  - Gutter, eaves, and parapet
  - Ceiling - coverlight, special connections and design, mouldings, valances
  - Stairs - handrail, and baluster design
  - Ramps - handrail design and floor pattern
  - Doors, windows and gates - grille works,
  - Special Architectural Treatment and Design, e.g., façade design, special window and door, counter/nurse station counter / kitchen & pantry counter.
  - Special Carpentry Works, e.g., partitions, cabinets
  - Other details as may be required
- b. Provide Room Data Sheets, including detail floor plan, ceiling plan and sections of the following rooms, in coordination with the requirements of the electrical, sanitary and mechanical designs:

## **6. Summary of Materials**

- a. Materials to be used shall be fire-resistant, non-toxic, moisture-resistant and termite- resistant, e.g. fiber cement board, light-gauge steel frame, polyvinyl chloride ceiling panels, metal spar.
- b. Wet areas, e.g. toilets, shall use non-skid/non-slip vitrified porcelain floor tiles.
- c. Heavy traffic areas, e.g. lobby, and corridor shall use metal heavy-duty homogeneous tile or porcelain tiles or a higher type of floor material.
- d. Vinyl floor tiles for areas like offices shall be homogenous and not less 2mm. thick. Ramps and stairs shall use non-skid/non-slip floor tiles, materials as specified.
- e. Aluminum T-runners shall be powder coated.
- f. Metal rod hangers with adjustable clips, and not galvanized iron wires, shall be used to support and suspend the aluminum T-runners and light gauge metal furring.
- g. Roofing sheets shall be Ga.# 24 aluminum-coated, pre-painted, and pre-formed.

## **B. STRUCTURAL/CIVIL WORKS DESIGN PARAMETERS**

### **1. Codes and Standards**

The Civil/Structural Design shall be in accordance with the following Codes and Standards

- a. Laws and Codes:

1. National Structural Code of the Philippines (NSCP) - Latest
  2. National Building Code of the Philippines and its revised IRR
  3. Accessibility Law
  4. Local Codes and Ordinances
- b. 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)

## **2. Site Works**

Based on Master Site Development Plan of the Hospital, provide where applicable complete design and details of hospital road (concrete with curb and gutter, including drainage) network, walkways parking areas and fencing.

1. The main hospital road shall be capable of two-way traffic (at least 6mts. width) with a minimum thickness of 150mm (6 inches). Concrete strength should be at least 3000psi. Interior road (leading to support facilities) shall be so designed to accommodate delivery vehicles, and fire trucks in case of emergency.
2. Walkway should be at least 100mm thick with concrete strength of 2500psi. Ramps should be provided, instead of steps, for any change in elevations.
3. Parking area slabs should be at least 150mm thick with concrete strength of 3000psi.
4. Fences should be see through in front of the hospital while the three (3) other sides should be concrete hollow blocks with minimum height of 2 meters and to be provided with perimeter lighting. See-through fence design will be made of 32mm square bars spaced at 100mm on center and provided with three (3) concrete hollow blocks (45mm high) zocalo wall.

## **3. Buildings**

1. The hospital buildings should be designed using seismic importance factor of 1.25 for immediate occupancy category. Buildings should be designed in accordance with NSCP Requirements from Magnitude 7 to 8.5 for those near seismic source Type A.

Seismic gaps between buildings (old and new) should be properly observed.

2. The hospital buildings should be designed also using wind importance factor of 1.16 – 1.81 (especially for design of trusses/roofing system). Concrete gutters and parapet walls should be provided as additional protection to the roofing system during strong typhoons.
3. The structural designer should verify with Philippine Volcanology and Seismology (PHIVOLCS) the distance of the proposed hospital to nearest active fault lines and with the DENR for geo-hazard mapping.

4. Soil investigation (at least three bore holes) should be conducted to determine soil bearing capacity and recommended foundation design (applicable even for one storey structure).
5. The structural designer is encouraged to use fire-resistive and non-toxic materials.
6. Installation of Earthquake Recording Instrument (ERI). IV.

#### **4. Details – the following shall be provided:**

1. Connection details of beams & columns following the requirements of NSCP on confined areas.
2. Connection of trusses to beams and columns.
3. Splicing details of reinforcing bars on columns and beams and the required bar cut-off points.

#### **5. Summary of Materials**

- Concrete shall be Portland cement and conforming to ASTM Specification C150, Type I to Type II
- Coarse Aggregates shall consist of washed gravel, crushed stone or rock or a combination thereof conforming to ASTM C33
- Concrete Hollow Blocks shall be a standard product of recognized manufacturer conforming to PNS 16 with at least 350psi strength.
- Reinforcing Bars shall conform to PNS Grade 60 for 16mm dia. and above and PNS Grade 40 for 12mm dia and below.
- Structural steel shall conform with ASTM A36/A6M
- Bolts and Studs shall conform with ASTM A 325
- Welding electrodes shall be E60 or E 70 and conform with AWS VI.

### **C. SANITARY/PLUMBING DESIGN PARAMETERS**

#### **1. Codes and Standards**

The Sanitary/Plumbing Design shall be in accordance with the latest adopted edition of the following Codes and Standards.

- Codes:
  1. National Building Code of the Philippines and Its New IRR
  2. Fire Code of the Philippines
  3. Uniform Plumbing Code of the Philippines (UPCP)
  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) or CE Listed or approved equivalent
  4. DOH National \ Laboratory (NRL)

5. DOH Health Care Waste Management Manual
6. National Water Resources Board (NWRB)
7. National Plumbers Association of the Philippines (NAMPAP)
8. Philippine Society of Sanitary Engineers, Inc. (PSSE)

## **2. Site Works**

- Based on the Master Site Development of the Hospital, the Site Works shall provide complete layout of the following:
  1. Storm Drainage Network, indicating Drainage Manholes and Pipe Culvert;
  2. Sewerage Pipe Network, indicating Sewage Manholes, Sewage pipes and the location of the proposed Sewage Treatment Plant; and
  3. Water Supply Network, indicating the location of Water Service entrance, Cisterns, Elevated Water Tank and proposed Pump House and main water lines.
- The Storm Drainage Network shall accommodate the magnitude of peak rates of surface run-off including drainage coming from the buildings. The system shall be capable of handling the design flows routing to the designated outfall;
- For rainfall calculation and sizing of drainage pipes, refer to Table-D2, Appendix-D, National Plumbing Code of the Philippines and current rainfall record from PAGASA.
- The Sewerage Pipe Network design shall accommodate all sewage coming from all the facilities, conveyed by  
  
gravitational flow leading to the proposed sewage Treatment Plant; Per capita wastewater demand: 250 gal/capita/day per bed.
- The Water Supply Network shall include the provision of Fire Hydrants, accessible Faucet that will serve as testing point for safe and potable water supply; Per capita water demand: 315 gal/capita/day per bed.

## **3. Building Facilities Sanitary/Plumbing System**

- Sewerline and Vent System
  1. Provide complete Sewerline and Vent System from all (Domestic) plumbing fixtures and floor drains; laid by gravity flow or pumping from lift or transfer station leading to the Septic Tank (DENR Administrative Order Series 2018-08 compliant).
  2. For Drainage Fixture Units; refer to Chapter 7, Table 7-2, NPCP
- Wastewater line and Vent System
  1. For all Areas dealing with Laboratory activities and generating infectious wastes, provide separate Waste line and Vent System routing into a proposed Neutralization Tank prior to discharge to the Sewage Treatment Plant ;

2. For all Wash Areas dealing and generating with oil/grease at the Dietary provide separate Waste line and Vent System and solely tap to the proposed Grease Trap and then connect its effluent to the Sewage Treatment Plant.
  3. For Estimated Demand Weight of Fixtures in Fixture Units; refer to Chapter 7, Table 7-2, UPCP
- **Waterline System**
    1. Provide complete cold water supply pipes to all plumbing fixtures. From the main water source to cistern, the water shall be pumped to the Elevated Water Tank (EWT) and conveyed to the fixtures by gravity system and or distributed to fixtures by transfer pumped with constant pressure through a Pneumatic Storage Tank to plumbing fixture, whichever is feasible.
    2. Provide complete Hot water system with portable water heaters for selected Areas as required and or specified by the Owner.
  - **Storm Drainage System**
    1. Complete Storm Drainage System shall be provided for all roofs, canopies, concrete ledges and balconies including condensate drains laid for gravity flow connected to a leader/pipe line leading to the natural ground level storm drainage network.

#### **4. Specific Requirements**

- **Provide details of the following:**
  1. Toxic Waste Trap
  2. Neutralization Tank
  3. Cistern Tanks and Elevated Water Tanks (Pumps c/o Mechanical)

#### **5. Summary of Materials**

- Sewer and Vent pipes; Unplasticized Polyvinyl Chloride (uPVC) extra series 1000 (Conforming to ISO 4435 ASTM D2729 including Trims and Fittings)
- Storm Drainage pipes; Downspouts, Unplasticized Polyvinyl Chloride (uPVC) extra series 1000(Conforming to ISO 3633, ISO 4435 ASTM D2729 including Trims and Fittings, BPS Certified)
- Drainage Pipes; 250mm dia. and below, Non-Reinforced Concrete Pipe (NRCDP) 300mm dia. and above, Reinforced Concrete Pipe (RCDP)
- Drainage Manholes; Street Inlet, Curb Inlet, Traffic Type Reinforced Concrete Area drain/Catch Basin, Reinforced Load Bearing CHB
- Sewage Manholes; Traffic Type Reinforced Concrete with Standard Cast Iron Cover
- Wastewater pipeline; wash area/dietary (same as sewer and neat pipes)
- Cleanouts; High Quality Stainless steel, Laboratory HPDE & Filling PN16/Brass with counter sunk plug screw locks (BPS Certified)
- Floor Drains/Deck Drains; High Quality Stainless Steel Brass (BPS Certified)
- Gutter Drains; Cast Iron Dome Type Brass/High Quality Stainless Steel (BPS Certified)

- Cold Waterline pipes; for buildings, Polypropylene Random (PPR) Pn16/Pn20 Fusion Weld Pipes including Trims and Fittings (BPS Certified)
- Hot Waterline System; for buildings, Polypropylene Pn20 Fusion Weld Pipes including Trims and Fittings (BPS Certified)
- Trench Grating; Galvanized/Stainless Steel Iron grates
- Plumbing Fixtures including Trims, fittings and accessories; (BPS certified)
  1. Water Closet-Tank Type Lever Flush
  2. Lavatory- (Pedestal/Counter Type)/semi-pedestal with C-spout spray faucet
  3. Kitchen sink-Ga#16 Stainless Steel seamless bowl with gooseneck faucet
  4. Urinal-Wall Hung Flush valve/lever/push button or green building standard type
- Plumbing Fixtures at Sterile Areas;
  1. Scrub-Up Sink-Ga#16 stainless Steel (single/double bowl) compartment with knee operated and or sensor controlled spray faucet
  2. Surgical Soap Dispenser-Ga#16 Stainless Steel knee operated
  3. Medical Acid Resistant Sink with gooseneck faucet.
  4. Deep sink, acid resistant with gooseneck faucet with lever and nozzle.

## **6. Drawing Requirements**

- See attached DOH checklist standards based on Revised IRR of the National Building Code of the Philippines (PD 1096)

## **D. MECHANICAL WORKS DESIGN PARAMETERS**

### **1. Codes and Standards**

The Mechanical Design shall be in accordance with the latest adopted edition of the following Codes and Standards.

- Codes:
  1. National Building Code of the Philippines and Its New IRR
  2. New Fire Code of the Philippines
  3. Mechanical Engineering Code of the Philippines (ME Code)
  4. Existing Local Government Codes and Ordinances.
- Standards:
  1. Bureau of Product Standards (BPS)
  2. Philippine National Standards (PNS)
  3. Underwriters Laboratory (UL) and Factory Mutual (FM) or CE Listed or approved equivalent
  4. International Electrotechnical Commission (IEC) 1988
  5. National Fire Protection Association (NFPA)

6. National Fire Protection Association (NFPA) 99 Standard for Health Care
7. Facilities.
8. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE).
9. Center for Disease Control and Prevention (CDC) Manual.

## **2. Automatic Fire Sprinkler System**

The automatic fire sprinkler system shall be composed of complete plans and drawings of the following:

1. Site Development Plan and Vicinity Map, indicating the location of the buildings, firewater reserve tank, firewater line, yard loop and private fire hydrant.
2. General Notes, Legends and Symbols including Schematic Diagram of the Fire Sprinkler System and Schematic Diagram of Alarm Monitoring System.
3. Floor Layout and Isometric Layout of the Automatic Fire Sprinkler System indicating pipe sizes and the location of the pipes, valves, sprinkler heads, riser nipples, fire hose cabinets, sprinkler main riser, drain pipes, cross mains, branchlines, inspector's test connections, hangers and sway braces.
4. Equipment Schedule, Detail drawings, fire pump and jockey pump layout.
5. Architectural, Structural, Electrical and Plumbing drawings of the Firewater tank and Pumphouse.
  - a. An automatic fire sprinkler shall be provided in all hospital buildings.
  - b. Hazard Classification shall be Light Hazard Occupancy.
  - c. Area of coverage shall be 146 square meters and water density shall be 4.07 lps/sq.
  - d. Protection area per sprinkler head shall be 20 square meters at 2.2 meters minimum distance between sprinklers and 4.2 meters maximum spacing.
  - e. All floor control valves shall be equipped with supervisory switch, water flow detector and drain system.
  - f. Water supply shall be horizontal split case centrifugal fire pump with diesel engine or AC motor and a vertical in-line jockey pump with controller.
  - g. Firewater reserve tank shall be ground level monolithic concrete tank sized for a minimum of 30 minutes.
  - h. Hydraulic calculations report shall be based on NPFA-13 format.

## **3. Ventilation and Air Conditioning System**

The ventilation and air conditioning system shall be composed of complete plans and drawings of the following:

1. General Notes, Legends and Symbols including Schematic Diagram of the Ventilation and Air Conditioning System.
2. Floor Layout of the Ventilation and Air Conditioning System indicating the capacity and location of the air conditioners and fans.
3. Duct layout indicating duct sizes, route and location of the dampers, diffusers, return air register, hangers and sway braces.

4. Refrigerant piping layout indicating pipe sizes, location of valves, hangers and sway braces.
5. Equipment Schedule and Detailed drawings and calculations for Air Conditioning and Ventilating System
  - a. Air conditioning system shall be provided in all patients private rooms, radiologic and imaging area, operating rooms, laboratories, critical care areas, offices and other areas where conditioned air is necessary.
  - b. Cooling Load calculations report shall be manual or computer generated, hourly analysis program which includes heat transmission coefficients, solar heat gain factors & corrected cooling load temperature difference calculations.
  - c. Split type air conditioners will be used at areas with larger capacities.
  - d. Window type air conditioners shall be used in areas with exterior wall exposure.
  - e. Design of all critical areas shall be laminar or positive pressure, wherein the supply air is 10% more than exhaust air.
  - f. Maintain an air change rate greater than or equal to 12 air changes per hour or 145 liters per second per patient.
  - g. Ceiling cassette type exhaust fans with integral air diffuser shall be provided in all toilets.
  - h. Ceiling fans, orbit type with 360° oscillation shall be provided in all non air- conditioned rooms, such as patient wards, work areas, nurse station, etc.

#### **4. Medical Gases and Vacuum System**

The pipeline system of medical gases and vacuum shall be composed of complete plans and drawings of the following:

1. Site Development Plan and Vicinity Map; indicating the location of the buildings, medical gases manifold and vacuum housing.
2. General Notes, Legends and Symbols including Schematic Diagram of the Medical Gases and Vacuum System and Schematic Diagram of Alarm Monitoring System.
3. Floor Layout and Isometric Layout of the Medical Gases and Vacuum System indicating pipe sizes and the location of the pipes, valves, zone valves, alarms, outlet stations,
4. cross mains, branch lines, hangers and sway braces.
5. Equipment Schedule, Details drawings and equipment layout.
6. Architectural, Structural, Electrical and Plumbing drawings of the Medical Gases and Vacuum Housing.
  - a. Medical gases and vacuum system shall be provided throughout the hospital. Medical gas supply system shall be provided through manifold system and bulk system.
  - b. The pipeline system shall be equipped with zone valves and alarm system.
  - c. Vacuum pumps shall be duplex type each with a capacity to handle the total load without loss of vacuum in the system.



- d. Gas outlets shall be single, double, triple or more units for the following services; oxygen, air, nitrous oxide and vacuum.
- e. Flow calculations shall be based on NFPA 99 Standard for Health Care Facilities.
- f. Piping shall be of seamless type “K” or “L” hard tempered copper tubing suitable for silver brazing. Joint and fittings for copper tubing shall be cast bronze designated for brazing.

## **5. Elevator System**

The elevator system shall be composed of complete plans and drawings of the following:

- 1. General Notes, Legends and symbols including Schematic Diagram.
- 2. Floor Layout, Elevator Shaft Plan and Machine Room Plan.
- 3. Equipment Schedule, Detail Drawings and equipment Layout.
- 4. Architectural, Structural, Electrical and Plumbing Drawings of the Elevator System.
  - a. Hospital bed type elevator shall be provided in all multi-storey hospital buildings.
  - b. The minimum car size shall be 1,500mm wide and 2,150mm long.
  - c. The car door opening shall be not less than 1,100mm and 2,100mm high.
  - d. 2 Bed elevators, 1 Service/Passenger Elevator.

## **6. Specific Requirements**

Provide details of the following:

- 1. Cistern Tanks and Elevated Water Tanks
- 2. Firewater Reserve Tank

## **7. Summary of Materials**

- 1. Automatic Fire Sprinkler System
  - a. The fire pump shall be UL Listed/FM Approved or approved equivalent, diesel engine or electric motor driven, designed specifically intended for an automatic water sprinkler protection system.
  - b. The jockey pump shall be UL Listed/FM Approved or approved equivalent, electric motor driven, 220V, 3-phase, 60 hertz, and electric power connection.
  - c. Sprinkler head shall be UL Listed/FM Approved or approved equivalent, pendant, upright or sidewall unit, 83 LPM flow capacity per head and temperature fusing at 57.5° C to 74°C.
  - d. The alarm assembly shall be UL Listed/FM Approved or approved equivalent, constructed and installed that any flow of water from the sprinkler system equal to or greater than that from the single automatic

head shall result in an audible and visual signal in the vicinity of the building.

- e. Alarm and supervision system of the automatic water sprinkler shall include the monitoring water flow switch at each floor of the building, fire pump and jockey pump running condition and power supplies, level of water in the reservoir and control valves.
- f. Pipes shall be B.I. Schedule 40. Screw fittings shall be used for inside piping.

2. Air Conditioning and Refrigeration System

- a. Refrigerant pipes shall be copper tubing, type L or K for size of 100mm diameter and smaller. Pipe over 100mm shall be black steel pipe Schedule 40.
- b. Black steel pipes shall be standard seamless, lap-welded, or electric resistant welded for size of 50mm diameter and larger, screw type for size 38mm diameter and smaller, fittings for copper tubing shall be cast bronze fitting designed expressly for brazing.
- c. Pipe insulation shall be pre-formed fiberglass or its equivalent. The insulating materials shall be covered with 100mm X 13mm thick polyethylene film, which shall be overlapped not less than 50mm.

3. Medical Gases and Vacuum System

- a. Medical gas manifold and vacuum plant shall be UL Listed/FM Approved or approved equivalent. b. All gas outlet stations shall be UL Listed/FM Approved or approved equivalent, quick connect type, or DISS type, stainless steel or PVC faceplate mounted on a chrome-plated, zinc die-cast cover plate.

4. Elevator System

- b. The passenger and service elevator shall be machine room less, or traction type only.

**8. Drawing Requirements:**

See attached DOH Standard Checklists based on Revised IRR of the National Building Code of the Philippines (PD 1096)

**E. ELECTRICAL AND AUXILIARY DESIGN PARAMETERS**

**1. Codes and Standards**

- Codes:
  - 1. Philippine Electrical Code
  - 2. National Electrical Code
  - 3. New Fire Code of the Philippines
  - 4. National Building Code of the Philippines and Its New IRR
  - 5. Existing Local Codes and Ordinances

- Standards:
  1. Bureau of Product Standards (BPS)
  2. Underwriters Laboratory (UL) or CE Listed or approved equivalent
  3. National Fire Protection Association (NFPA)
  4. International Electrotechnical Commission (IEC)
  5. Illumination Engineering Society (IES)
  6. National Electrical Manufacturer's Association (NEMA)
  7. DOH Manual on Technical Guidelines for Health Facilities Planning and Design

## **2. Site Works**

Based on the Master Site Development of the Hospital, the Site Works shall provide complete Electrical layout of the following:

- Power House to the new proposed structures.
- KVA rating and other specifications of Transformer.
- Switchgear requirements
- Panelboard Layout
- Electrical Metering Devices / Primary
- Service Entrance Facility and Main Feeder Layout
- Grounding System
- Emergency/Standby Generators
- Street and Perimeter Lighting System

## **3. Building Facilities Electrical System**

- Lighting System
  1. Provide and install adequate normal/emergency branch circuits for Lighting System to all areas using the standard Lighting Design Analysis. Utilize the standard Illumination requirements per area of concern using the preferred particular type of luminaires.
- Power System
  1. Provide and install adequate normal, emergency & redundant branch circuits for the Power System.
- Standby/Emergency Power System
  1. Provide and install adequate equipment, life safety and critical emergency branch circuits for lighting and utilization equipment connected to the alternate power source, implying an N+1 system.
- Auxiliary System
  1. Provide and install the following Auxiliary System:
    - a. Communication System
      - i. Telephone System
      - ii. Local Area Network System/Internet connection
      - iii. Public Address & Paging System

- iv. Private Branch Exchange (PABX)
- v. Nurse Call System
- vi. Master or Cable Antenna Television
- b. Fire Alarm System & Heat and Smoke Detector
- c. Security System (Intrusion Detection, Access Control & CCTV)

- **Lightning Protection System**

- 1. The building lightning protection system shall include roof-mounted air terminals grounding conductors, ground rods, conduits, clamps, and auxiliary equipment as required for a complete and operational lightning protection system.

#### **4. Provide Details of the following:**

- 2. Lighting Fixtures/Luminaires
- 3. Panel board and Circuit Breakers
- 4. Switchgear and other Metering Devices
- 5. Electrical and Hospital Equipment
- 6. Installation and Termination of Auxiliary and other Special Devices and Equipment
- 7. Power and Telephone Handholes (as may be required)
- 8. Pedestal and Service Entrance Facility to the Bldg.
- 9. Grounding and Earthing System Layout
- 10. Substation/Power Center, Electrical Rooms and Auxiliary Rooms
- 11. Transformer and Generator Mounting
- 12. Others as may be required.
- 13. Design analysis (to include voltage drop and short circuit computation, protection, coordination and arc flash analysis)

#### **5. Summary of Materials**

- **General Lighting Luminaries:** Fixtures type shall be as indicated on the Lighting Layout Plan.
  - 1. LED Light Lamp shall be Linear or circular lamps.
  - 2. LED light lamps shall be cool and lampholders shall be made of thermosetting plastic.
  - 3. LED Light Fixture housing shall be steel sheet with high reflectance powder coat paint finish.
  - 4. Down lights and Pin lights shall be of heavy gauge spun aluminum equipped with lamp as indicated on the drawings.
  - 5. Other Special Lighting requirements shall be as approved by the implementing agency.
- **Wiring Devices:** Wiring devices shall be non-automatic control devices; the contact is guaranteed by the pressure of the special spiral springs.
  - 1. Switches shall be of 15A, 250V or 300V except as otherwise noted and approved.
  - 2. Terminals shall be screw-type or quick-connected type.

3. General use receptacle shall be 15A, 240V grounding type unless otherwise indicated on the drawings.
  4. Special purpose receptacles outlets shall be as called for on the drawings..
  5. Matching plugs shall be supplied.
  6. Power outlet intended for mobile X-ray must be in separated circuit from standard CO.
- **Panel boards and Circuit Breakers:** The Panel board and Circuit Breakers shall be equipped with molded-case circuit breakers and shall be the type as indicated in the panel board schedule and details.
    1. Provide molded-case circuit breakers of frame, trip rating and interrupting capacity as shown on the drawings. The circuit breakers shall be quick- make, quick break, thermal-magnetic, trip-indicating and shall have common trip on all multiple breakers with internal trip mechanism.
    2. All current-carrying parts of the panel boards shall be plated. Provide solid neutral (S/N) assembly when required. The assembly shall be isolated from the enclosure.
    3. Panel boards shall be provided with circuit directory.
  - **Electrical Conduits, Boxes and Fittings:** All conduits, boxes and fittings shall be standard rigid steel, zinc coated or galvanized.
    1. Rigid Steel Conduits (RSC)
    2. Rigid Metal Conduits (RMC)
    3. Intermediate Metal Conduits (IMC)
    4. Electrical Metallic Tubing (EMT)
    5. Unplasticized Polyvinyl Chloride (uPVC) if required shall be schedule 40.
  - **Conductors:** Wires and cables shall be of the approved type and unless specified or indicated otherwise, all power and lighting conductors shall be insulated for 600 volts
    1. The conductors used in the wiring system shall be of soft-annealed copper having a conductivity of not less than 98% of that of pure copper and insulated for 60 degrees C Temperatures.
    2. All conduits of convenience outlets and wireways for lighting branch circuit homeruns shall be wired with a minimum of 3.5 mm square in size.
  - **Nurse Call System:**
    1. The Nurse Call System shall have the following control panel, bed head panel, ancillary call and annunciating equipment.
    2. Wiring shall consist of data cable and 24V supply to each bed head unit. Two levels of call will be provided by the system:
      - d. Patient to Nurse. A patient to Nurse shall be actuated by means of the wall-mounted or handset mounted call push button of bed head panel.
      - e. Nurse to Nurse. Call of nurse to nurse shall be considered, as emergency call and shall be instigated by operation of the Emergency Pull/Push Switch mounted on call units of bed head panel.
      - f. Bedhead panel shall be of different type depending on the patient bedroom class and as may be required. Multiplexed bedhead panel shall be available to operate sound distribution system.

- g. Bathroom shall be provided with pull cord unit and reset unit.
  - h. Room indicator lamp shall be installed above the door of each patient's bedroom along the corridor.
  - i. Nurse stations shall be equipped with indicator unit to provide indication (audible and visual) of the zone and type of call.
  - j. Emergency indication shall be included in some acute areas but arranged "for staff use only" in the event of urgent assistance being required.
  - k. The system shall be of solid state switching with all items connected to internal printed circuit boards readily interchangeable for maintenance purpose.
  - l. X-ray light indicators.
- **Master Antenna Television (MATV) and Cable Television (CATV) System:**
    - 1. Two sources of TV signals shall be provided to the building. One (1) shall be from a master antenna installed at the roof or within a suitable area of the building and the other will be from a commercial cable television service.
    - 2. The master antenna system shall consist of FM, VHF and UHF antennas, combiner, distribution amplifier, coaxial cables, splitters, tap-offs and TV outlets.
    - 3. There shall be individual trunking for master antenna and cable television rising in the building.
- **Structured Cabling & Telephone System:**
    - 1. A minimum provision for estimated 300 mixed PABX extension and direct telephone lines shall be required for tertiary hospitals.
    - 2. Final details of the system shall follow specific requirements, quantity and type of service.
- **Fire Detection and Alarm System:**
    - 3. The Fire Detection and Alarm System shall be of multiplex, microprocessor-controlled addressable or zonal conventional fire detection, alarm and communication system.
    - 4. The system shall consist of full integration automatic fire detection, voice alarm communication and fire fighters telephone system.
    - 5. The system shall consist of control station, mimic panel initiating and indicating devices, control modules and system of wirings.
    - 6. Actuation of the protective signaling system shall occur by manual pull station, automatic smoke or heat detector, sprinkler flow switch and tamper switch.
    - 7. Actuation of the protective signaling system shall occur by manual pull station, automatic smoke or heat detector, sprinkler flow switch and tamper switch.
    - 8. The system shall be able to monitor the status of flow switches and supervisory switches installed at the Sprinkler System risers. These monitoring points are also addressable or the conventional zonal in the same way as the detectors are making them easily recognizable at the control panel.
    - 9. Occupant notification shall be accomplished automatically. Notification will be general, audible alarm type complying with appropriate section of NFPA.

10. The system shall be installed with provisions for future connection
11. to the nearest fire services station in the locality

- **Security System:**

1. The Security system shall include intrusion detection and alarm, CCTV and access control or as may be required.

- **Emergency Lights and Exit Signs:**

1. Installed in the office Exit Sign (Color: Green), hallways, corridors & stairways exits
2. Battery operated Emergency Lights with 2X 2W LED Lights.

## 6. Summary of Materials

**Drawing Requirements:** See attached DOH Standard Checklists based on Revised IRR of the National Building Code of the Philippines (PD 1096)

## F. LOCAL AREA NETWORK (LAN) PARAMETERS

### 1. Codes and Standards

The Local Area Network (LAN) Design shall be in accordance with the following Standards.

- **Standards:**

1. IEEE 802
  - a. IEEE 802.1 Bridging (networking) and Network management
  - b. IEEE 802.2 Logical link control (upper part of data link layer)
  - c. IEEE 802.3 Ethernet (CSMA/CD)
  - d. IEEE 802.4 Token Bus (disbanded)
  - e. IEEE 802.5 Defines the MAC layer for a Token Ring (inactive)
  - f. IEEE 802.6 Metropolitan Area Networks (disbanded)
  - g. IEEE 802.7 Broadband LAN using Coaxial Cable (disbanded)
  - h. IEEE 802.8 Fiber Optic TAG (disbanded)
  - i. IEEE 802.9 Integrated services LAN (disbanded)
  - j. IEEE 802.10 Interoperable LAN Security (disbanded)
  - k. IEEE 802.11 Wireless LAN & Mesh (Wi-Fi- Certification)
  - l. IEEE 802.12 Demand Priority (disbanded)
  - m. IEEE 802.13 Not Used
  - n. IEEE 802.14 Cable Modems (disbanded)
  - o. IEEE 802.15 Wireless PAN
  - p. IEEE 802.15.1 (Bluetooth Certification)

- q. IEEE 802.15.4 (ZigBee certification)
- r. IEEE 802.16 Broadband Wireless Access (WiMAX Certification)
- s. IEEE 802.16e (Mobile) Broadband Wireless Access
- t. IEEE 802.17 Resilient packet ring
- u. IEEE 802.18 Radio Regulatory TAG
- v. IEEE 802.19 Coexistence TAG
- w. IEEE 802.20 Mobile Broadband Wireless Access
- x. IEEE 802.21 Media Independent Handoff
- y. IEEE 802.22 Wireless Regional Area Network
- 2. ANSI/TIA/EIA-568
- 3. TR-49 (a new TIA Engineering Committee for Healthcare Communications Technology)

## **2. Site Works**

Based on Master Site Development Plan of the Hospital, provide where applicable complete design and details of hospital local area network for voice and data connectivity.

## **3. Information and Communication Technology (ICT) Component**

- 1. Installation of structured cabling system for Data and Voice Connectivity and wireless network (LAN)
  - a. 300 data nodes distributed to Hospital's office area
  - b. 300 voice nodes distributed to Hospital's office area
  - c. Cabling for CCTV security system
  - d. Packaged technical implementation and training services
  - e. LAN main distribution should be fiber optic technology

## **2. Structured Cabling System for Data and Voice Connectivity**

### **Data Connectivity**

- a. 300 data nodes distributed to the Offices
- b. Category 6, 4-pair UTP cable shall be 23AWG, 100-Ohm, 4-pair UTP
- c. Category 6 Patch Panel
  - i. Shall be 1RU and provide 24 modular jack ports, with universal wiring that maybe terminated to T568A or T568B
  - ii. Shall terminate the building cabling on 100-style insulation displacement connectors
- d. Category 6 Information Outlet/Modular Jack shall be terminated using a 100-style pc board connector, color-coded for both T568A and T568B wiring.
- e. Category 6 Patch Cord:
  - i. Equipment patch cable assemblies, 4 ft. in length, must be factory-manufactured with stranded CMR UTP cable and color-matched snag less rubber boots.
  - ii. Work area patch cord shall be 5 ft. in length



- iii. One patch cord per user outlet and equipment connectivity must be provided
  - f. For Category 6 cabling installation – it shall all pass the following end-to-end Testing Parameters using Level III Cable Tester:
    - i. Attenuation
    - ii. Attenuation to Crosstalk Ratio (ACR)
    - iii. Power Sum Attenuation to Crosstalk Ratio (PSACR)
    - iv. Near End Crosstalk (NEXT)
    - v. Power Sum Near-End Crosstalk (PSNEXT)
    - vi. Equal Level Far-End Crosstalk (ELFEXT)
    - vii. Power Sum Equal Level Far-End Crosstalk (PSELEXT)
    - viii. Return Loss
    - ix. Propagation Delay
    - x. Delay Skew
    - xi. Transfer Impedance
- 3. Voice Connectivity
  - z. Voice backbone and horizontal cabling shall be Category 6, 4-pair UTP which are 24 AWG, 100-Ohm, and shall meet or exceed the performance requirements of ANSI/TIA/EIA-568-B.2
  - aa. Category 6 Information Outlet/ Modular Jack
  - bb. Telecommunication Terminal Cabinet shall be wall-mounted and has sufficient space or dimension to accommodate required wiring components
  - cc. Wiring blocks shall be 100-pair count, wall mountable, with legs and shall fit traditional cross-connect backboard space and layout.
- 2. Cabling for CCTV Security System
- 3. Other Requirement/s
- 4. Supply of Communication cabinets (Intermediate Distribution Frame) for each floor of the building

## ***Section VII. Bidding Forms***

<b>Eligibility Documents Submission Form</b> .....	137
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Bid Securing Declaration .....	121
<b>Financial Proposal Forms</b> .....	123
<b>Form of Contract Agreement</b> .....	130

## ELIGIBILITY DOCUMENTS SUBMISSION FORM

---

*[Date]*

*[Name and address of the Procuring Entity]*

Ladies/Gentlemen:

In connection with your Request for Expression of Interest dated *[insert date]* for *[Title of Project]*, *[Name of Consultant]* hereby expresses interest in participating in the eligibility and short listing for said Project and submits the attached eligibility documents in compliance with the Eligibility Documents therefor.

In line with this submission, we certify that:

- a) *[Name of Consultant]* is not blacklisted or barred from bidding by the GoP or any of its agencies, offices, corporations, LGUs, or autonomous regional government, including foreign government/foreign or international financing institution; and
- b) Each of the documents submitted herewith is an authentic copy of the original, complete, and all statements and information provided therein are true and correct.

We acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our submission irrespective of whether we are declared eligible and short listed or not.

We further acknowledge that failure to sign this Eligibility Document Submission Form shall be a ground for our disqualification.

Yours sincerely,

Signature  
Name and Title of Authorized Signatory  
Name of Consultant  
Address

## TECHNICAL PROPOSAL FORMS

---

### Notes for Consultants

The following summarizes the content and maximum number of pages permitted for the Technical Proposal. A page is considered to be one printed side of A4 or letter sized paper.

#### Cover Letter

Use TPF 1. Technical Proposal Submission Form.

#### Experience of the Firm

Maximum of *[insert acceptable number of pages]* introducing the background and general experience of the Consultant, including its partner(s) and subconsultants, if any.

Maximum of *[insert acceptable number of pages]* completed projects in the format of TPF 2. Consultant's References illustrating the relevant experience of the Consultant, including its partner and subconsultants, if any. No promotional material should be included.

#### General approach and methodology, work and staffing schedule

Use TPF 4. Description of the Methodology and Work Plan for Performing the Project, TPF 5. Team Composition and Task, TPF 7. Time Schedule for Professional Personnel, and TPF 8. Activity (Work) Schedule.

*If subcontracting is allowed, add the following:* If the Consultant will engage a subconsultant for the portions of the Consulting Services allowed to be subcontracted, the Consultant shall indicate which portions of the Consulting Services will be subcontracted, identify the corresponding subconsultant, and include the legal eligibility documents of such subconsultant.

#### Curriculum Vitae (CV)

Use TPF 6. Format of Curriculum Vitae (CV) for Proposed Professional Staff.

#### Comments on the terms of reference and data and facilities to be provided by the Procuring Entity

Not more than *[insert acceptable number of pages]* using TPF 3. Comments and Suggestions of Consultant on the Terms of Reference and on Data, Services, and Facilities to be Provided by the

<b>CHECKLIST FOR THE TECHNICAL AND FINANCIAL PROPOSAL FORMS</b>			
ITEM NO.	FORM NO.	TECHNICAL PROPOSAL FORMS	
1	TPF1	Technical Proposal Submission Form	
2	TPF2	Consultant's References	
3	TPF4	Description of Methodology and Work Plan	
3a		Presentation Submittal in A3 Form and Video/Powerpoint Presentation	
3b		Design Approach	
3c		Schematic Floor Plans	
3d		Perspectives	
3e		Five (5) Completed Hospital DAED Projects	
4	TPF5	Team Composition and Task	
5	TPF6	Format Curriculum Vitae (CV) for Proposed Professional Staff (with certified true copies of certificates and Professional Regulation Commission licenses)	
5a		Principal Architect	
5b		Structural Engineer	
5c		Professional Electrical Engineer	
5d		Professional Mechanical Engineer	
5e		Sanitary Engineer	
5f		Professional Electronics and Communications Engineer	
6	TPF7	Time Schedule	
7	TPF8	Activity (Work) Schedule	
8		Certificate of Site Inspection signed by end-user	
9		List of Completed Hospital and Hospital/Medical Related DAED Consulting Projects (Maximum of Ten Projects)	
		<b>FINANCIAL PROPOSAL FORMS</b>	
1	FPF1	Final Proposal Submission Form	
2	FPF2	Summary of Costs	
3	FPF3	Breakdown of Price per Activity	
4	FPF4	Breakdown of Remuneration per Activity	
5	FPF5	Reimbursables per Activity	
6	FPF6	Miscellaneous Expenses	

## TPF 1. TECHNICAL PROPOSAL SUBMISSION FORM

---

*[Date]*

*[Name and address of the Procuring Entity]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[Title of Project]* in accordance with your Bidding Documents dated *[insert date]* and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

In accordance with **ITB** Clause 21.1, we confirm that the information contained in the eligibility documents submitted earlier together with the Expression of Interest remain correct as of the date of bid submission.

If negotiations are held during the period of bid validity, *i.e.*, before *[insert date]*, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

In accordance with **GCC** Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid or not.

We understand you are not bound to accept any Bid received for the selection of a consultant for the Project.

We acknowledge that failure to sign this Technical Proposal Submission Form and the abovementioned Financial Proposal Submission Form shall be a ground for the rejection of our Bid.

We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

## TPF 2. CONSULTANT'S REFERENCES

### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each project for which your firm/entity, either individually, as a corporate entity, or as one of the major companies within an association, was legally contracted.

Project Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Project:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, if any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: \_\_\_\_\_

#### **TPF 4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE PROJECT**

---



**TPF 5. TEAM COMPOSITION AND TASK**

---

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

## TPF 6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

---

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

---

Detailed Tasks Assigned: \_\_\_\_\_

---

### **Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.]*

---

### **Education:**

*[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

---

### **Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

---

### **Languages:**

[For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

---

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Commitment:**

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

\_\_\_\_\_  
[Signature of staff member and authorized representative of the firm] Date: \_\_\_\_\_  
Day/Month/Year

Full name of staff member:

Full name of authorized representative:

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

**Serial No. of Commission** \_\_\_\_\_

**Notary Public for** \_\_\_\_\_ **until** \_\_\_\_\_

**Roll of Attorneys No.** \_\_\_\_\_

**PTR No.** \_\_, [date issued], [place issued]

**IBP No.** \_\_, [date issued], [place issued]

**Doc. No.** \_\_\_\_

**Page No.** \_\_\_\_

**Book No.** \_\_\_\_

**Series of** \_\_\_\_.

TPF 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

			Months (in the Form of a Bar Chart)													
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months	
															Subtotal (1)	
														Subtotal (2)		
															Subtotal (3)	
															Subtotal (4)	

Full-time: \_\_\_\_\_  
Reports Due: \_\_\_\_\_  
Activities Duration: \_\_\_\_\_  
Location \_\_\_\_\_

Part-time: \_\_\_\_\_

Signature:\_\_\_\_\_  
(Authorized representative)

Full Name:\_\_\_\_\_  
Title:\_\_\_\_\_  
Address:\_\_\_\_\_

## TPF 8. ACTIVITY (WORK) SCHEDULE

### A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of project.]</i>												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													
_____													
_____													
_____													
_____													

### B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

## OMNIBUS SWORN STATEMENT

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

### AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. ***Select one, delete the other:***

*If a sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Consultant]* with office address at *[address of Consultant]*;

*If a partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of *[Name of Consultant]* with office address at *[address of Consultant]*;

2. ***Select one, delete the other:***

*If a sole proprietorship:* As the owner and sole proprietor or authorized representative of *[Name of Consultant]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]* *[insert “as shown in the attached duly notarized Special Power of Attorney” for authorized representative]*;

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;

3. *[Name of Consultant]* is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Consultant]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. ***Select one, delete the rest:***

*If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a partnership or cooperative:* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a corporation or joint venture:* None of the officers, directors, and controlling stockholders of *[Name of Consultant]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Consultant]* complies with existing labor laws and standards; and
8. *[Name of Consultant]* is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
*[Bidder's Representative/Authorized Signatory]*

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M.

No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

**Serial No. of Commission** \_\_\_\_\_

**Notary Public for** \_\_\_\_\_ **until** \_\_\_\_\_

**Roll of Attorneys No.** \_\_\_\_\_

**PTR No.** \_\_, *[date issued]*, *[place issued]*

**IBP No.** \_\_, *[date issued]*, *[place issued]*

**Doc. No.** \_\_\_\_

**Page No.** \_\_\_\_

**Book No.** \_\_\_\_

**Series of** \_\_\_\_.



## Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_ ) S.S.

X-----X

### **Invitation to Bid** *[Insert reference number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - c. I am/we are declared as the bidder with the Highest Rated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*.

***[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]***  
***[Insert signatory's legal capacity]***

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

**Serial No. of Commission** \_\_\_\_\_  
**Notary Public for** \_\_\_\_\_ **until** \_\_\_\_\_  
**Roll of Attorneys No.** \_\_\_\_\_  
**PTR No.** \_\_, *[date issued]*, *[place issued]*  
**IBP No.** \_\_, *[date issued]*, *[place issued]*  
**Doc. No.** \_\_\_\_  
**Page No.** \_\_\_\_  
**Book No.** \_\_\_\_  
**Series of** \_\_\_\_.

## FINANCIAL PROPOSAL FORMS

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### Notes for Consultants

The following summarizes the content of the Financial Proposal.

#### **Cover Letter**

Use FPF 1. Financial Proposal Submission Form, which is an acknowledgement that, in preparation and submission of the Technical and Financial Proposals, Consultants have:

- (b) followed the applicable rules and guidelines indicated in this ITB;
- (c) not taken any action which is or constitutes a corrupt, fraudulent, or coercive practice as defined in the applicable rules and guidelines; and
- (d) agrees to allow the Procuring Entity and the Funding Source, at their option, to inspect and audit all accounts, documents, and records relating to the its Bid and to the performance of the ensuing contract.

#### **Costs of Consulting Services**

Use FPF 2. Summary of Costs; FPF 3. Breakdown of Price per Activity; FPF 4. Breakdown of Remuneration per Activity; FPF 5. Reimbursables per Activity; and FPF 6. Miscellaneous Expenses.

## FPF 1. FINANCIAL PROPOSAL SUBMISSION FORM

---

*[Date]*

*[Name and address of the Procuring Entity]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[Title of Project]* in accordance with your Bidding Documents dated *[insert date]* and our Bid (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the bid validity period, *i.e.*, *[Date]*.

In accordance with **GCC** Clause 51, we acknowledge and accept the Procuring Entity's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with the Procuring Entity as a result of this Bid.

We confirm that we have read, understood and accept the contents of the Instructions to Bidders (ITB), the Bid Data Sheet (BDS), General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Terms of Reference (TOR), the provisions relating to the eligibility of Consultant and the applicable guidelines for the procurement rules of the Funding Source, any and all Bid bulletins issued and other attachments and inclusions included in the Bidding Documents sent to us.

We understand you are not bound to accept any Bid you receive.

We remain,

Yours sincerely,  
Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

## FPF 2. SUMMARY OF COSTS

---

Costs	Currency(ies) <sup>6</sup>	Amount in Philippine Peso
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		_____

---

<sup>6</sup>In cases of contracts involving foreign consultants, indicate the exchange rate used.

### FPF 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies) <sup>7</sup>	Amount in Philippine Peso
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

---

<sup>7</sup>In cases of contracts involving foreign consultants, indicate the exchange rate used.

#### FPF 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

---

Activity No. _____		Name: _____		
Names	Position	Input <sup>8</sup>	Remuneration Currency(ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				_____

---

<sup>8</sup> Staff months, days, or hours as appropriate.

## FPF 5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs <sup>9</sup>				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

<sup>9</sup> Local transportation costs are not included if local transportation is being made available by the Entity. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Entity.



## FPF 6. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ and _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: vehicles, computers, etc.				
4.	Software				
	Grand Total				_____

## **Post-Qualification Requirements**

**The post-qualification shall verify, validate, and ascertain all statements made and documents submitted by the bidder with the Lowest Calculated Bid/Highest Rated Bid, using non-discretionary criteria, as stated in the Bidding Documents. These criteria shall consider, but shall not be limited to, the following:**

### **Class “A” Documents**

#### **Legal Documents**

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).
2. 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.
3. 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.
4. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### **Technical Documents**

5. 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.
6. 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 relevant period as provided in the Bidding Documents;
7. 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;

8. 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

9. The Consultant's audited financial statements, showing, among others, the Consultant'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;

**Class "B" Documents**

10. Latest Income Tax Return (for monthly or quarterly tax remittance) (*Only tax returns filed and taxes paid through the BIR EFPS shall be accepted*)

11. Latest Business Tax (Percentage tax or VAT) Returns (*Only tax returns filed and taxes paid through the BIR EFPS shall be accepted*)

## FORM OF CONTRACT AGREEMENT

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THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of Procuring Entity]* (hereinafter called the “Entity”) and *[name and address of Consultant]* (hereinafter called the “Consultant”).

WHEREAS, the Entity is desirous that the Consultant execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the bid for *[insert the amount in specified currency in numbers and words]* by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Terms of Reference
  - (c) Request for Expression of Interest;
  - (d) Instructions to Bidders;
  - (e) Bid Data Sheet;
  - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (g) Bid forms, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, 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;
  - (h) Eligibility requirements, documents and/or statements;
  - (i) Performance Security;
  - (j) Notice of Award of Contract and the Bidder’s conformethereto;
  - (k) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.

4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Binding Signature of Procuring Entity

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Binding Signature of Consultant

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*[Addendum showing the corrections, if any, made during the bid evaluation should be attached with this agreement]*

# ***Section VIII. Appendices***

## **I. Description of Services**

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

## **II. Reporting Requirements**

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

## **III. Key Personnel and Subconsultants**

List under:

1. Titles [and names, if already available], detailed job descriptions and minimum qualifications, and staff-months of service, and estimated periods of engagement for each, including a copy of a satisfactory medical certificate.
2. Same information as in no. 1 for Key foreign Personnel to be assigned to work outside the Government’s country.
3. Same information as in no.1 for Key Local Personnel.
4. List of approved Subconsultants (if already available) and Counterpart personnel (if allowed); same information with respect to their Personnel as in no.’s 1 and 2.

## **IV. Breakdown of Contract Price**

List here the elements of cost, including expenditures in foreign currency(ies) denominated and payable in Philippine Peso, used to arrive at the itemized breakdown of the contract price:

1. Monthly rates for Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures
3. Applicable taxes

## **V. Services and Facilities Provided by the Client**

Give detailed description of the services and facilities made available to the Consultant, and the time and manner of its availment.

## **VI. Consultant's Representations Regarding Costs and Charges**

Breakdown of Remuneration Rates, WB funded projects using Quality Based Selection, Selection Based on the Consultant's Qualifications and Single Source Selection.

### **1. Review of Remuneration Rates**

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for projects away from headquarters. To assist the Consultant in preparing for financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Procuring Entity is charged with the custody of Government funds and is expected to exercise prudence in the expenditure of these funds. The Procuring Entity is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the Consultant's remuneration rates, certified by an independent auditor. The Consultant shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

#### **(i) Salary**

This is the gross regular cash salary paid to the individual in the Consultant's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

#### **(ii) Bonus**

Bonuses are normally paid out of profits. Because the Procuring Entity does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that thirteen (13) months' pay be given for twelve (12) months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

#### **(iii) Social Costs**

Social costs are the costs to the Consultant of staff's non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during the Contract if no additional staff replacement has been provided. Additional leave taken at the end of the Contract in accordance with the Consultant's leave policy is acceptable as a social cost.

**(iv) Cost of Leave**

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^{10} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Procuring Entity is not charged for the leave taken.

**(v) Overheads**

Overhead expenses are the firm's business costs that are not directly related to the execution of the project and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

**(vi) Fee or Profit**

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The Consultant shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the Contract.

**(vii) Away from Headquarters Allowance or Premium**

Some consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

**(viii) Subsistence Allowances**

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<sup>10</sup> Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.



Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents – the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

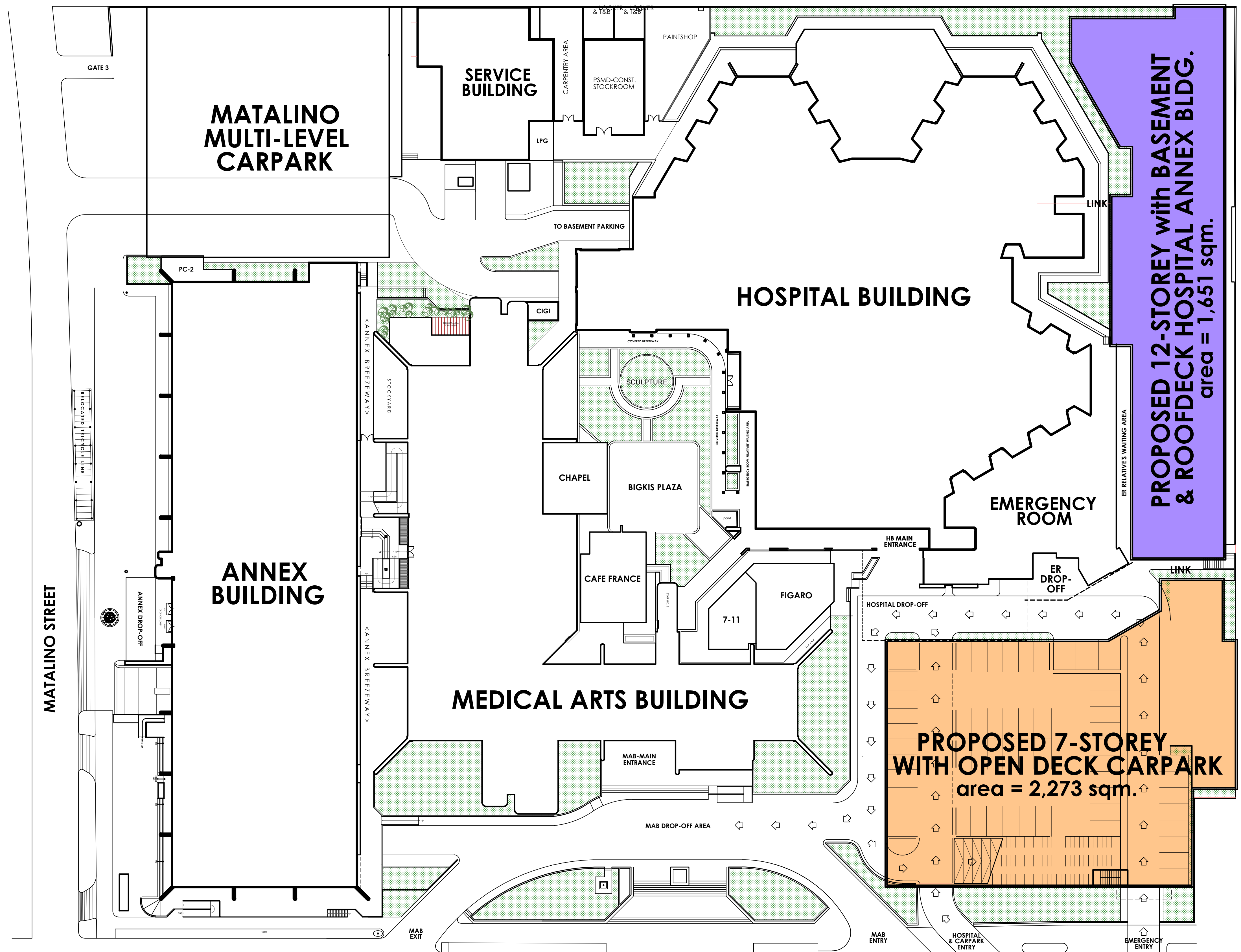
## **2. Reimbursables**

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursables. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency.

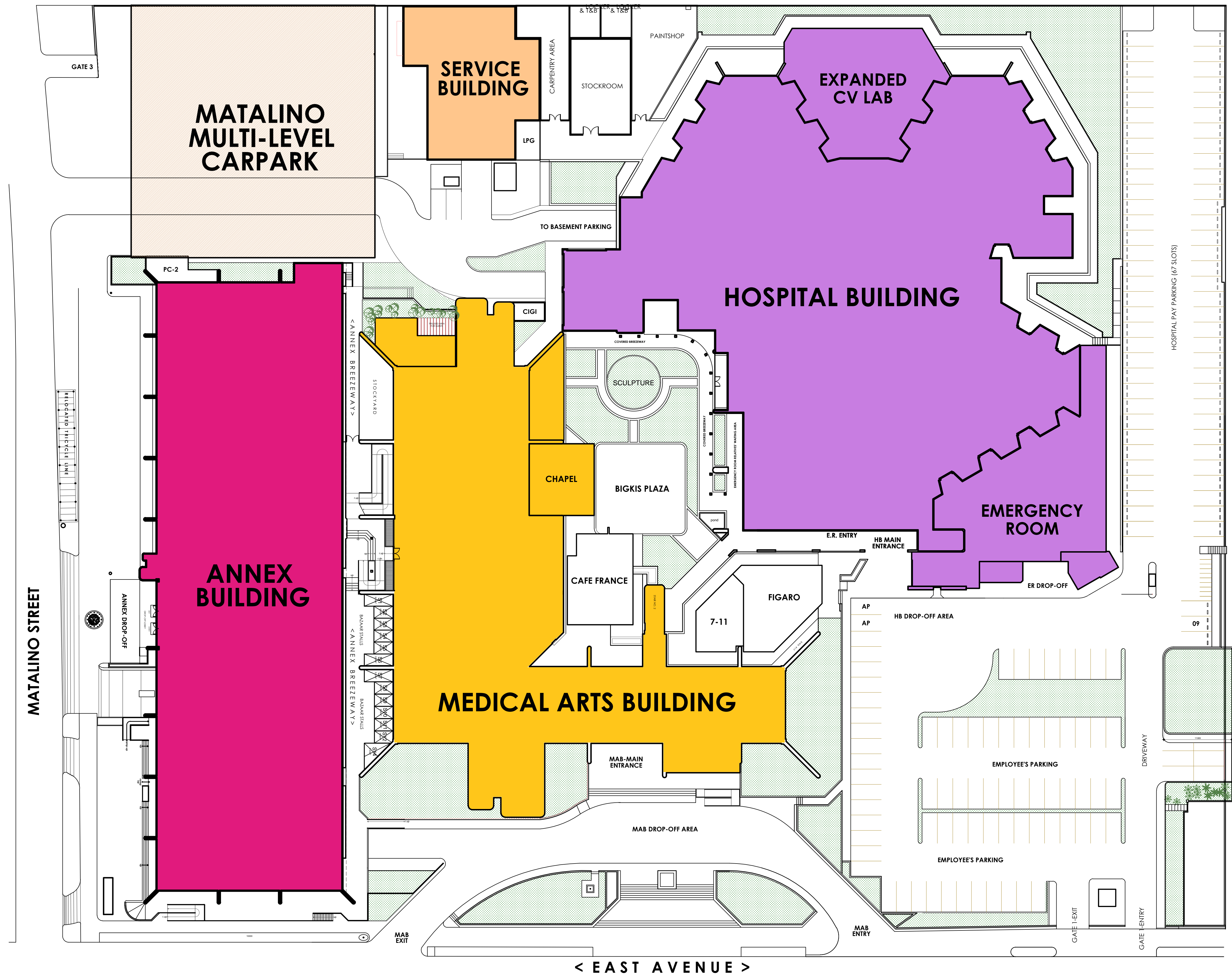
## **3. Bank Guarantee**

3.1 Payments to the Consultant, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

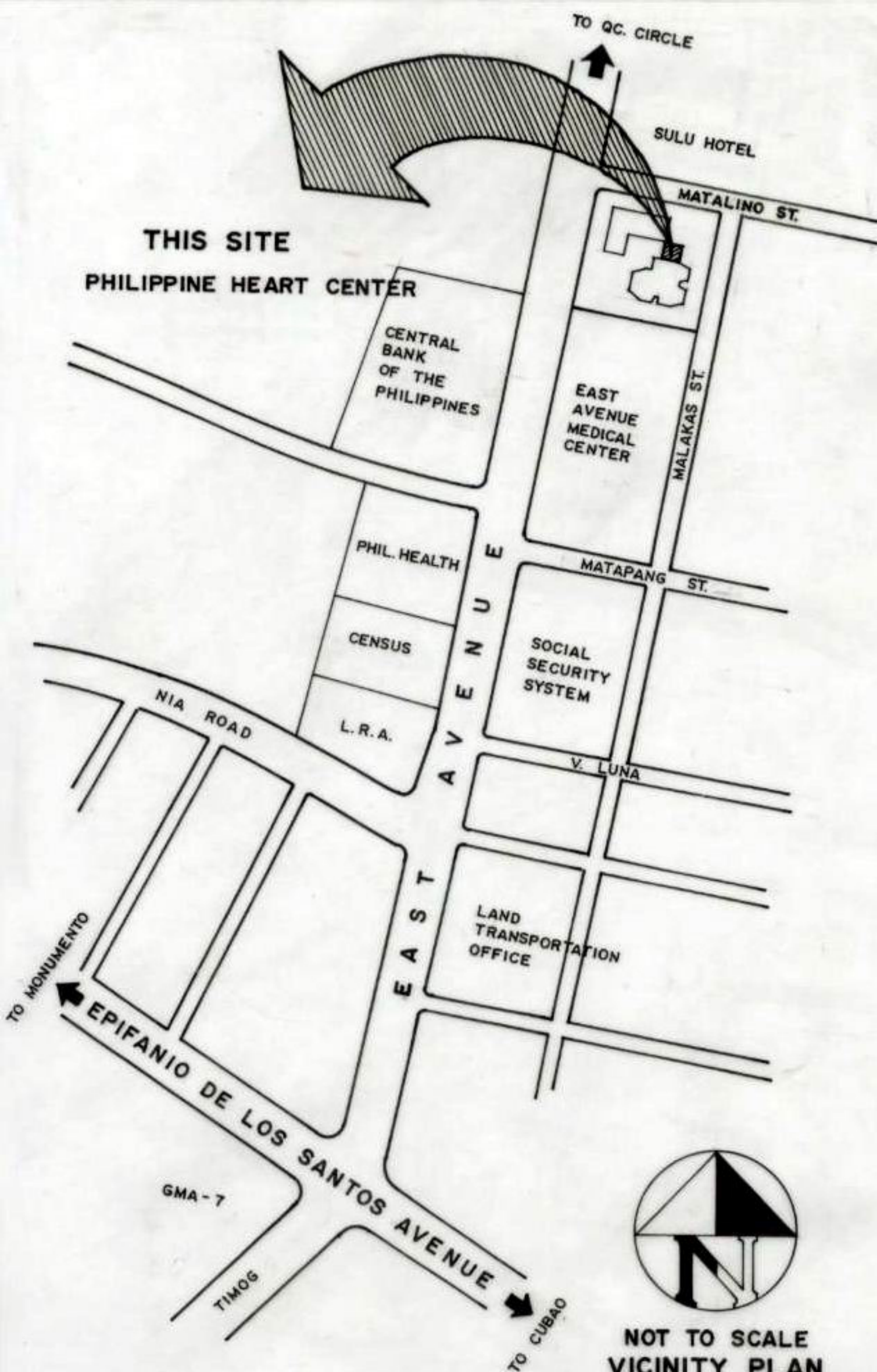
















National Kidney and Transplant Institute

Quezon City Hall Park and Lagoon

Quezon City Parks Department Plant Nursery

Quezon City Hall

Recycling Center DENR - EMB NCR

PLDT Sales & Service Center

Starbucks

Shakey's (Matalino)

Laguna Lake Development Authority

Central Bank of the Philippines

**PHILIPPINE HEART CENTER**

Fersal Place Hotel - Malakas

Mow's

Children's Museum & Library Incorporated

East Avenue

East Avenue

BIR Rd

National Telecommunications...

Social Security System

SOURCE: GOOGLE MAPS 2017, QUEZON CITY, PHILIPPINES