

Procurement of Design and Build

Provincial Government of Pampanga

Design and Build of Three (3) Storey Pampanga Provincial Hospital - Clark incl. Site Development At Changi Gateway, Clark Global City, Clark, Pampanga

Contract ID: PR No. 22-2470

Preface

This Bidding Documents for the Design and Build of Three (3) Storey Pampanga Provincial Hospital Clark including Site Development was prepared in conformance with the Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects, Sixth Edition, July 2020 through Competitive Bidding, and incorporating provisions of Annex "G", *Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects* and in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Specific scope, guidelines and provisions of this Bidding Documents for the Design and Build Contract/Project are indicated in *Section VI. Terms of Reference*, duly approved by the Procuring Entity.

Any similar or conflicting statement herein, except those stated in *Section VI* of this Bidding Documents, provisions of Annex "G" *Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects* of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 (updated March 30, 2022) shall govern the procurement and implementation of the Project.

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

 ${\bf SLCC-Single\ Largest\ Completed\ Contract}.$

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines PROVINCE OF PAMPANGA City of San Fernando

Invitation to Bid No. 2022-60

Invitation to Bid for *Purchase Request No. 22-2470*

- 1. The Provincial Government of Pampanga ("Province"), through the General Fund and Trust Fund for CY 2022 intends to apply the sum of Four Hundred Seventy Four Million Nine Hundred Ninety Five Thousand Six Hundred Forty Pesos [Php 474,995,640.00] being the Approved Budget for the Contract (ABC) to payments under the contract for Design and Build of Three (3) Storey Pampanga Provincial Hospital Clark incl. Site Development At Changi Gateway, Clark Global City, Clark, Pampanga with Contract ID: PR No. 22-2470. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The **Province** now invites bids for the above Procurement Project. Completion of the Works is required **within Six Hundred Sixty (660) Calendar Days upon the receipt of Notice-to-Proceed (NTP)**.

The eligibility of design and build contractors shall be based on the legal, technical and financial requirement stated in the Bidding Documents. In the technical requirements, the design and build contractor (as solo or in joint venture/consortia) should be able to comply with the experience requirement under the IRR of R.A. 9184, where one of the parties (in a joint venture/consortia) should have at least one similar project, both in design and construction, with at least 50% of the cost of the ABC.

For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:

Design and Build of a Multi-Storey Hospital Building.

For bidders with no design and build project on its own, it may enter into subcontracting, partnerships, or joint venture with design or engineering firms for the design portion of the contract. In this case, the SLCC requirement shall be:

For Civil Works Contractor:

It must have successfully completed a similar construction project and where the value of the contract is at least fifty percent (50%) of the total ABC under bidding, adjusted to current prices using the Philippine Statistics Authority consumer price index.

For the Design Consultant:

The bidder's designer must have successfully completed the design of a similar project and where the value is at least fifty percent (50%) of the total ABC under bidding, adjusted to current prices using the Philippine Statistics Authority consumer price index.

¹ Full payment subject to the actual release of Trust Fund from the DOH per Provincial Treasurer's note in the Purchase Request.

Prospective Bidders should be registered with and classified by the Philippine Contractor's Accreditation Board (PCAB) with PCAB License Category of at least AAA and Size Range of at least Large "B" for Buildings.

The additional description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders) and Section III (Bid Data Sheet).

- 3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. Interested bidders may obtain further information from the **Province** and inspect the Bidding Documents at the **Bids and Awards Committee** (BAC) **Secretariat Office**, **Ground Floor**, **Provincial Capitol**, **City of San Fernando**, **Pampanga between 8:00 A.M. to 5 P.M.**
- 5. A complete set of Bidding Documents may be acquired by interested bidders on October 26, 2022 (Wednesday) between 8:00 A.M. to 5 P.M. up to December 21, 2022 (Wednesday) until 8:00 A.M. only from the above stated address and upon the payment of applicable fee for the Bidding Documents, pursuant to the latest Guidelines of GPPB, in the amount of Fifty Thousand Pesos (Php 50,000.00)
- 6. The Province will hold a Pre-Bid Conference on November 9, 2022 (Wednesday) 10:00 A.M. at Bids and Awards Committee (BAC) Session Hall, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at Bids and Awards Committee (BAC) Secretariat Office, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga on or before 8:30 A.M of December 21, 2022 (Wednesday). Late bids shall not be accepted.
- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.
- 9. Bid opening (Technical Proposals) shall be on **December 21, 2022** (Wednesday) 10:00 A.M. at Bids and Awards Committee (BAC) Session Hall, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga.

All bids that are rated "passed" using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184 shall be subjected to Bid Evaluation.

For this Design and Build procurement, bids that passes and meets Technical Proposal requirements and criteria shall be declared as "technically complying".

Bid opening of Financial Proposals of "technically complying" bidders shall be on January 18, 2023 (Wednesday) 10:00 A.M. at Bids and Awards Committee (BAC) Session Hall, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga.

All bids will be opened in the presence of the bidders' representatives who choose to attend the activity.



- The Province reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

ATTY, CECIL L, ANDIN
Chairperson – Bids and Awards Committee (BAC) Secretariat
BAC Secretariat Office, Ground Floor, Provincial Capitol,
City of San Fernando, Pampanga

13. You may visit the following websites:

For downloading of Hidding Documents: www.pampanga.gov.ph

October 26, 2022

ATTY. OPNOMEN. YURIG

Charles - Bids and Awards Committee

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Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, the **Provincial Government of Pampanga**, invites Bids for the **Design and Build of the Three (3) Storey Pampanga Provincial Hospital** – Clark including Site Development at Changi Gateway, Clark Global City, Clark, **Pampanga**, with Project Identification Number **PR. No. 22-2470**.

The Procurement Project (referred to herein as "Project") is for the **Design and Build Works**, as described in Section VI. Terms of Reference

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2022 in the amount of Four Hundred Seventy Four Million Nine Hundred Ninety Five Thousand Six Hundred Forty Pesos (Php 474,995,640.00).
- 2.2. The source of funding is:
 - a. Trust Fund and General Fund, as approved by the Sanggunian.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
- 7.2 The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3 Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants,

or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, **BAC Session Hall, Provincial Capitol Building, City of San Fernando, Pampanga** and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. In case of joint ventures, a special PCAB License, and registration for the type and cost of the contract for this Project, shall be required. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

- 14.1. Bid prices may be quoted in the local currency or tradable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. Payment of the contract price shall be made in:
 - a. Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid for **one hundred twenty (120) calendar days from bid opening**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:
	Design and Build of a Multi-Storey Hospital Building.
	For bidders with no design and build project on its own, it may enter into subcontracting, partnerships, or joint venture with design or engineering firms for the design portion of the contract. In this case, the SLCC requirement shall be:
	For Civil Works Contractor:
	It must have successfully completed a similar construction project and where the value of the contract is at least fifty percent (50%) of the total ABC under bidding, adjusted to current prices using the Philippine Statistics Authority consumer price index.
	For the Design Consultant:
	The bidder's designer must have successfully completed the design of a similar project and where the value is at least fifty percent (50%) of the total ABC under bidding, adjusted to current prices using the Philippine Statistics Authority consumer price index.
Addenda on Clause	Additional Eligibility Requirements for Design and Build based on Annex "G" of the 2016 revised IRR of RA 9184:
5.4	"9.2.i. Class "A" Documents (Legal, Technical and Financial Documents) and Class "B" Documents
	The prospective bidder shall submit all the required Class "A" and Class "B" documents for infrastructure projects and the following:
	a) relevant statements of all on-going, completed, awarded but not yet started design/design and build related contracts, curriculum vitae of key staff, partners or principal officers; and
	b) valid licenses issued by the Professional Regulatory Commission (PRC) for design professionals.

9.2.ii. Eligibility Criteria a) The eligibility of design and build contractors shall be based on the legal, technical and financial requirements abovementioned. In the technical requirements, the design and build contractor (as solo or in joint venture/consortia) should be able to comply with the experience requirement under the IRR of R.A. 9184, where one of the parties (in a joint venture/consortia) should have at least one similar project, both in design and construction, with at least 50% of the cost of the ABC. b) If the bidder has no experience in design and build projects on its own it may enter into subcontracting, partnerships, or joint venture with design or engineering firms for the design portion of the contract. c) The relevant provisions under Section 23.4.2 of the IRR of R.A. 9184 on eligibility requirements shall be observed, with the following exceptions: Joint ventures/consortia among Filipino contractors and consultants or among Filipino contractors and foreign consultants shall be allowed subject to pertinent laws and the relevant provisions of the IRR of R.A.9184. The joint venture/consortia shall be jointly and severally responsible for the obligations and the civil liabilities arising from the design and build contract: Provided, however, That Filipino ownership or interest thereof shall be at least seventy five percent (75%): Provided further, That joint ventures/consortia in which Filipino ownership or interest is less than seventy-five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by Filipinos and that Filipino ownership or interest shall not be less than twenty-five percent (25%): Provided, finally, that when the design services in which the joint venture wishes to engage involve the practice of professions regulated by law, all those who will actually perform the services shall be Filipino citizens and registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions and where foreign designers are required, the foreign designer must be authorized by the appropriate Philippine Government professional

7.1 For the design component:

professions.

If the bidder has no experience in design and build projects on its own it may enter into subcontracting, partnerships, or joint venture with design or engineering firms for the design portion of the contract.

regulatory body to engage in the practice of those professions and allied

For the construction component:

Up to 50% of the contract, in terms of cost, may be sub-contracted.

10.3 **No further instruction**

10.4	The key personnel must meet the required minimum years of experience set below:								
	For the design comp	onent:							
	Key Personnel/ Quantity	Gen. Experience	Relevant Experience	Qualifications					
	Principal Architect - 1	20	15	 Licensed Architect Must have experience in hospital and/or health related projects. 					
	Architect - 1	10	5	 Licensed Architect Must have experience in hospital and/or health related projects. 					
	Structural/Civil Engineer - 1	15	10	- Licensed Civil Engineer - Must have experience in structural design of medium-rise structures.					
	Professional Electrical Engineer - 1	12	10	 Licensed Professional Electrical Engineer Must have experience in hospital and/or health related projects. 					
	Professional Mechanical Engineer -1	12	10	 Licensed Professional Mechanical Engineer Must have experience in hospital and/or health related projects. 					
	Geodetic Engineer -1	12	10	- Licensed Geodetic Engineer					
	Professional Sanitary Engineer -1	12	10	 Licensed Professional Sanitary Engineer Must have experience in hospital and/or health related projects. 					
	Professional Electronic Communication Engineer -1	8	5	 Licensed Professional Sanitary Engineer Must have experience in hospital and/or health related projects. 					
	CADD Operators - 4	2	2	- Bachelor's Degree in Architecture or Engineering					
	For the construction	component:							
	Key Personnel/ Quantity	Gen. Experience	Relevant Experience	Qualifications					
	Project Manager - 1	15	10	- Licensed Architect or Engineer					

					_
				similar in	nature or ty of this project
	Project Engineer - 2	8	5	- Must ha similar in	d Civil Engineer eve experience nature or ty of this project
	Project Architect - 1	8	5	- License - Must ha similar in	d Architect ve experience nature or ty of this project
	Materials Engineer - 1	8	5	- DPWH	Accredited Engineer
	Construction Safety Officer - 1	8	5	- DOLE A - Must ha similar in	Accredited ve experience nature or ty of this project
	Electrical Engineer - 1	8	5	- License Engineer - Must ha similar in	d Electrical ve experience nature or ty of this project
	Mechanical Engineer - 1	8	5	- License Engineer - Must ha similar in	d Mechanical ve experience nature or ty of this project
	Sanitary Engineer - 1	8	5	- License Engineer - Must ha similar in	d Sanitary ve experience nature or ty of this project
10.5	The minimum major e	equipment requ	irements a	re the following	ng:
_	Equipn Backhoe	nent		Capacity .9 cu.m	No. of Units
	Grader			145 hp	1
	Payloader			220 hp	1
	Bulldozer			305 hp	1
	Road Roller			10 tons	1
	Truck Mounted/Rough	Terrane Crane		25 tons	1
	Transit Mixer			10 cu.m	3

	Dump Trucks	10 cu.m	4				
	Service Trucks	Six-wheeler	1				
	Service Vehicle	Pick-up	1				
	Water Trucks	10,000 liters	2				
	Welding Machine	500 amp	6				
	Generator Set	150kva	1				
12	Alternative Bid is not Allowed.		<u>_</u>				
15.1	 The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than Php 9,499,912.80 [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than Php 23,749,782.00 [five percent (5%) of ABC] if bid security is in Surety Bond. 						
Addenda on Clause 19.1	Detailed evaluation and comparison of Bids shall be supplemented by Section 11. Bid Evaluation, of Annex "G", Guidelines for the Procurement and Implementation of Contracts for the Design and Build Infrastructure Projects of the IRR. For this Project/Contract the BAC shall adapt a three-step procedure as detailed in Section VI. Terms of Reference.						
19.2	Partial Bids are not allowed.						
20	No further instructions.						
21	No additional requirements except the Reference.	se stated in Section	VI. Terms of				

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

- 4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the SCC, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 42. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

- **11.1.** The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	The Winning Bidder/Contractor shall commence actual works upon the issuance by the Procuring Entity the Notice-To-Proceed.
	The Winning Bidder/Contractor shall complete the DAED within forty-five (45) calendar days including the securing all necessary permits and licenses for its implementation. Upon approval, the Contractor/Winning Bidder shall start the Construction Phase of the Project/Contract.
	The Contractor shall complete the Contract within 660 calendar days upon receipt of NTP.
4.1	The Provincial Government shall give possession of any or all parts of the Site to the Contractor upon issuance of the Notice to Proceed.
6	The site investigation reports are: - Geo/Earthquake Hazard Assessment - Engineering Surveys, incl. topographic, location and vicinity maps - Soils and Foundation Investigation Reports - Environmental Impact Assessment duly signed by a registered
7.2	 and licensed Environmental Planner Other site investigation reports as specified in the TOR or as required by concerned agencies.
7.2	Fifteen (15) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>fourteen</i> (14) days of delivery of the Notice to Proceed.
11.2	The Contractor shall submit an updated Program of Works within every first week of the month from the Start Date of the project up to its Final Completion. The Program of Work shall include among others:
	i. The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction;
	 ii. Periods for review of specific outputs and any other submissions and approvals;
	iii. Sequence of timing for inspections and tests as specified in the contract documents;

	iv. General description of the design and construction methods to be adopted;
	v. Number and names of personnel to be assigned for each stage of the work;
	vi. List of equipment required on site for each major stage of the work; and vii. Description of the quality control system to be utilized for the project.
	The amount to be withheld for late submission of an updated
	Program of Work is five percent (5%) of the total cost accomplished.
13	The amount of the advance payment is 15% of the total Contract Price.
	To ensure that the advance payment shall be fully utilized exclusive for the project and assure the speedy implementation and completion of the projects, the DPWH policy shall be adopted whereby advance payment to contractors shall be paid in two equal installments:
	1) First installment (7.5%) shall be paid upon approval of the Contract, Issuance of the Notice to Proceed, acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity; and
	2) The balance thereof (7.5%) shall be paid only after the contractor has fully mobilized the necessary scheduled Manpower and/or Equipment for the first two months.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is within thirty (30) days upon the completion of Project.
	The date by which "as built" drawings are required is within thirty (30) days upon the completion of Project.
15.2	The amount to be withheld for failing to produce "as built" drawings
	and/or operating and maintenance manuals by the date required is
	the amount of remaining unpaid portion of the Project.
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Section VI. Terms of Reference

1. Project Information

1.1 Project Rationale

As stated in the Provincial Development and Physical Framework Plan of the Province of Pampanga, one of the priorities of the provincial government is the improvement and expansion of health services and facilities. Based on the 10- year average occupancy rate of districts hospital in Pampanga, majority are above 100 percent, and some are even higher than 200 and 300 percent (*Table 1*).

In the year 2011, four district hospitals were already beyond their capacity as they recorded an average occupancy rate higher than 100 percent. Jose Songco Lapid District Hospital posted the highest average occupancy rate in 2011 of 163.89%. This was followed by Mabalacat District Hospital (146%), Ricardo P. Rodriguez Memorial Hospital (124.05%), and San Luis District Hospital (104%). After a few years, it was observed that the average occupancy rate of the district hospitals in Pampanga exhibited an upward trend. The years from 2016 – 2019 logged an average occupancy rate above 200 percent. From this, it is crucial to take note that Romana Pangan District Hospital even reached an average occupancy rate of 329.36% in 2017, which is significantly high. This shows that the district hospitals in the province are operating beyond their capacity and the congestion level of the district hospitals in the province is critical.

As the population of each municipality in Pampanga increases, the need for basic health services increases. This is quite evident as shown in the comparative analysis of the average occupancy rate of each district hospitals for the years 2011, 2015, and 2019 (*Figure 1*). The line graph displays an ascending trend. From 97.72% in 2011, Diosdado P. Macapagal Memorial Hospital registered an average occupancy rate of 174.20% and 185.26% in the year 2015 and 2019, respectively. Romana Pangan District Hospital, Mabalacat District Hospital, Dr. Andres Luciano District Hospital among others showed the same trend.

DISTRICTS HOSPITALS	2011	2812	2013	2014	2015	2016	2017	2018	2019	2020
Roardo P. Rodriguez Memorial Hospital - Main	124.09%	93.50%	127.02%	189.37%	110,000	204.00%	200.41%	209,10%	222.28%	129,78%
Domingo B: Flame District Hospital	23%	42,08%	85.92%	121122%	50.26%	60.82%	100.00%	186.34%	224.65%	124.105
Dr. Andree Luciano District Hospital	646	1175	1665	1725	200%	1985	201%	214%	264%	102%
Diosdedo P. Macagagei Mamorial Hospital	87,72%	69.04%	108,81%	118.34%	174.28%	210,11%	213.04%	262,09%	110.20%	188.225
Sen Luis Cranet Hospital	500%	82%	100%	130%	122%	100%	128-44%	124%	118.20%	83%
Escotactica Florrero District Hospital	116,38%	111.00%	122,00%	141.41%	137,33%	167,07%	206.58%	200.30%	27542%	223.225
Jose Songco Lapid Dietect Hospital	763.68%	128.97%	146,19%	101295	*10.04%	170.69%	TIBATE	126,37%	110.36%	118,015
Macarincut Discret Hospital	548%	140%	134%	1895	182%	132%	236%	191%	1965	118%
Homana Pangan Dietnot Hospital	97.10%	99.81%	100.17%	175.16%	172,99%	216.45%	329.34%	287.06%	268.88%	128.90%

Table 1. Average Occupancy Rate, 2011-2020, PPDO Report, 2021

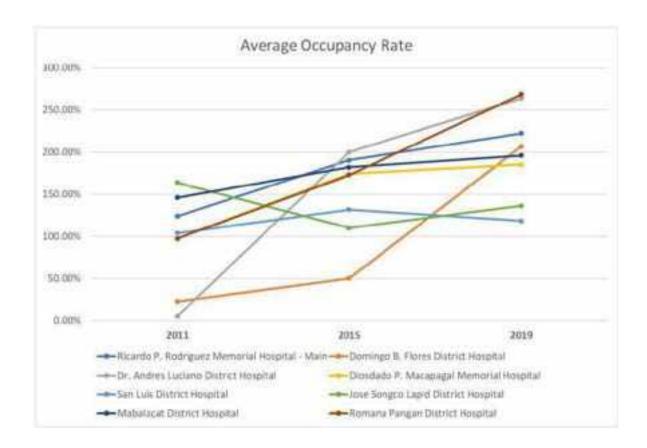


Figure 1. Occupancy Rate Graph.

It is also important to consider that the year 2019 was one of the most memorable years to date as it was the start of the COVID-19 Pandemic. The pandemic situation, not only in the whole province but also in the whole country, exposed the real situation of the health sector.

The proposed Three (3) Storey Pampanga Provincial Hospital - Clark hopes to address and provide intervention with the pressing situation of the district hospitals in the province. Aside from basic services such as pediatrics, internal medicine, obstetrics and gynecology, surgery, outpatient, emergency room, among others, the proposed hospital shall also include additional diagnostic and ancillary services which the province needs to ensure wider coverage and more efficient delivery of quality health care services in the province.

Section 17 of Local Government Code specifies the provisions of health services which include hospitals and other tertiary health services. Said medical center shall primarily cater the delivery of public health to Kapampangans, especially, the low-earning income population.

Through the Sangguniang Panlalawigan of Pampanga, Resolution No. 5567 was passed to officially request Clark Development Corporation to lend a parcel of Land within the Clark Freeport Zone for the construction and establishment of the same. As a result, a Usufruct Agreement was facilitated between the Province of Pampanga through Governor Dennis G. Pineda and Clark Development Corporation through President and Chief Executive Officer Noel F. Manankil for the allocation and free use of a land within the Clark Freeport Zone (Annex 1).

Lastly, Ordinance No. 807 (Annex 2) was passed last 25 October 2021 to support and legalize the establishment of Diosdado P. Macapagal Memorial Hospital Annex in Clark Freeport Zone

which was later renamed Pampanga Provincial Hospital – Clark, through Ordinance No. 822 (Annex 3). [PPDO Report, 2021]

In light thereof, the Provincial Government of Pampanga intends to apply the sum of Four Hundred Seventy Four Million Nine Hundred Ninety Five Thousand Six Hundred Forty Pesos (Php 474,995,640.00) for the Design and Build of Three (3) Storey Pampanga Provincial Hospital - Clark incl. Site Development. The said facility shall be located at Lot CIAC-C1 along Mabalacat-Angeles Road Southern Gateway, Clark Freeport Zone, Angeles City, Pampanga.

1.2 Project Background

The proposed Pampanga Provincial Hospital - Clark shall be situated on a 9,259 sq.m. Lot located at Changi Gateway, Clark Global City. The project must conform to the licensing requirements for a Level II hospital by the Department of Health.

The proposed main building shall consist of three floors, each with different functions. The ground floor must obtain the Emergency Department, OPD Department, Radiology Department, Laboratory Department, Administrative Offices, and the Pharmacy. While the second floor shall consist of the OR Complex, ICU, DR Complex, NICU, and Executive Offices. Lastly, the third floor shall cater the nursing wards and to be able to have an overall bed capacity of 140-150 beds.

Project location is at Changi Gateway, Clark Global City, Clark Pampanga (See Annex 4)

1.3 Contractual Framework

The contractual arrangement to be used for the project is the Design and Build Scheme. Under this scheme, the procuring entity awards a single contract for the architectural/engineering and construction to a single firm, partnership, corporation, joint venture or consortium.

1.4 Minimum Qualifications of Proponent

The eligibility requirements shall comply with the provision of Annex "G" of the 2016 Revised Implementing Rules and Regulations of R.A. 9184 (updated as of March 31, 2022).

2. Scope of Contract

2.1 General Scope of Contract

The guidelines for the procurement and implementation of contracts for Design and Build infrastructure projects shall be govern by in Annex "G" - Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects of the 2016 Revised Implementing Rules and Regulations of R.A. 9184 (updated as of March 31, 2022).

A. Obligations of the Winning Bidder/Contractor

- 1. Render architectural and allied engineering design services including final schematic design, interior design and landscape design necessary for the implementation of the project. The allied engineering design services shall include, but not limited to, design for civil, structural, electrical, mechanical, sanitary, plumbing, medical and other auxiliary systems.
- 2. Undertake Detailed Architectural and Engineering Designs (DAED) based on data as provided by the procuring entity such as vicinity map, location plans, initial concept designs in conformity to the Minimum Performance Parameters and Specifications (MPSP) attached herein and/or in accordance with latest and appropriate codes, guidelines and standards.
- 3. Prepare and submit necessary detailed engineering investigations, surveys and designs in accordance with the provisions of Annex "A" of the updated 2016 Revised IRR of R.A. 9184 prior to construction.
- 4. Cover expenses and secure all the necessary permits and licenses and other pertinent documents required for the implementation of the project up to its final turnover. This shall include, but not limited to the following:
 - a. Approval of relevant plans and specifications to the Department of Health (DOH);
 - b. Building permits and other Ancillary Permits;
 - c. Fire Safety Evaluation Clearance;
 - d. Fire Safety Inspection Certificate;
 - e. Environmental Compliance Certificate (ECC);
 - f. Tree Cutting Permits;
 - g. Occupancy Permit; and
 - h. Other related permits and clearances or as may be required.
- 5. Undertake project Scope of Works as indicated on Section 2.2 of this TOR.
- 6. During Construction perform measures and procedures for:
 - a. Control and monitoring of the Construction Schedule as against actual construction works;
 - b. Supervision and monitoring of the quality control ad assurance programs of the Works, including integrity of the tests conducted;
 - c. Monthly updating of the Construction Plan and monthly progress reports;

- d. Development and approval of Construction documentation including putting up a records management and indexing protocols that will enable referencing of all designs and construction records to the Project's components, sub-projects, work type and location.
- 7. Undertake the following responsibilities of the Winning Bidder/Contractor;

Generally, but without limiting the Winning Bidder's/Contractor's responsibilities elsewhere stated under this agreement, it shall:

- a. Carry out services with sound architectural and engineering theories and practices to ensure that the final works will provide the most economical and feasible development for the Project;
 - Accept full responsibility for the Design and Build service to be performed under his Contract for which the Winning Bidder/Contractor is liable to the Provincial Government of Pampanga;
 - ii. Perform services efficiently and diligently and shall use its best effort to keep the reimbursable cost down to possible minimum without impairing the quality of services rendered; and
 - iii. Comply with, strictly observe all laws and take full responsibility regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wage, hours of labor and other laws.
- b. The Winning Bidder/Contractor shall be held responsible for the failure of the facility/structure due to faulty design. The review and approval made by the Provincial Government through its implementing unit, shall not release the Winning Bidder/Contractor from responsibility, except when substantial changes in the design have been made without the conformity of the Winning Bidder/Contractor.
- c. For faulty design and/or construction performed by its sub-contractors, the Winning Bidder/Contractor shall assume full responsibility.

B. Obligations of the Provincial Engineer's Office (PEO)

- 1. Will serve as the Implementing Unit of the Contract/Project in behalf of the Provincial Government of Pampanga;
- 2. Provide full information on all requirements of the Project;
- 3. Review, examine, comment and recommend for approval the Contractor's/Winning Bidder's design, construction documents and other submittals without diminishing the Contractor's/Winning Bidder's full and sole responsibility thereof.
- 4. Supervise and monitor the implementation of the Project/Contract; and

5. Review and recommend for payment the work accomplished by the Winning Bidder/Contractor in conformance with the approved DAED and MPSP included under the Design and Build Contract.

2.2 Project Components

A. Design Phase

A.1. Preliminary Architectural and Engineering Design (PAED)

The PAED shall outline in detail the work required for the architectural, structural, electrical, sanitary, mechanical, fire protection, electronics, interior design, landscaping, among others, presented in the form of floor plans elevations, sections and details using appropriate scales and full size details as required in the Building Permit applications and other application necessary for the construction of the building, together with the schedules and notes conforming with the features shown in the preliminary conceptual plans and patterned after government standards and requirements.

At the bidding stage, the Bidder/Contractor shall prepare and submit a PAED based on minimum space requirements, preliminary design and Minimum Performance Specifications and Parameters (MPSP) as attached herein. The PAED shall be prepared with a degree of accuracy of approximately plus or minus twenty percent (+/-20%) of the final quantities as per the MPSP.

The PAED, which shall form part of the Technical Proposal, shall include, but not limited to the following:

- 1. Preliminary Design and Conceptual Plans
 - a. Preliminary Surveys and Investigations
 - Location plan/vicinity maps
 - Utility locations
 - Other considerations
 - b. Architectural Plans and Drawings
 - General building plans and elevations
 - Interior and exterior perspectives
 - Ceiling Plans
 - Doors and Window Schedules
 - Schedule of Finishes
 - Other considerations

c. Structural Plans and Drawings

- Structural Design Criteria, Parameters and Design Concept
- Foundation plans and details
- Floor Framing plans and details
- Roof Framing plans and details
- Design analysis and computations
- Other considerations

d. Plumbing/Sanitary Plans and Drawings

- Waterline layouts
- Sanitary/Plumbing layouts
- Storm Drainage layouts
- Isometric Diagrams
- Other considerations

e. Electrical Plans and Drawings

- Power layout and diagrams
- Lighting layout and diagrams
- Standby/Emergency System layout and diagrams
- Network Cabling System and diagrams
- CCTV System layout and diagrams
- Public Address/Nurse Call System layout and diagrams
- Applicable design analysis and computations
- Other considerations

f. Mechanical Plans and Drawings

- Air Conditioning and Ventilating System layouts and diagrams
- Water Pumping System layouts and diagrams
- Fire Detection, Automatic Fire Sprinkler and Alarm System layouts and diagrams
- Elevator details, layouts and diagrams

- Sewage Treatment Plant (STP) details, layouts and diagrams
- Medical Gas layouts and diagrams
- Applicable design analysis and computations
- Other considerations

g. Site Development Plans

- Road networks, parking geometrics, landscaping, drainage, lightings, etc., details, layouts and diagrams
- Other considerations
- 2. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid. In the preparation of detailed estimates, DPWH D.O. 143, Series of 2017, prescribing the Standard Pay Item List for Infrastructure Projects and DPWH DUPA (DO 137, Cost Estimation Manual for Low Rise Buildings) shall be used.

Items of Work shall be summarized as follows based on DPWH standard;

Part II – Other General Requirements

- B.1 Office, Shops, Stores and Workmen Accommodation for Contractor
- **B.3** Permits and Clearances
- B.4(1) Construction Survey and Staking
- B.7(2) Occupational Safety and Health Program
- B.9 Mobilization/Demobilization
- B.13 Geotechnical Investigation
- B.20 Temporary Fence
- B.25 Detailed Engineering and Architectural Design
- B.26 Other Requirements
- Part A Earth Works
- Part B Plain and Reinforced Concrete Works
- Part C Finishing and Other Civil Works
- Part D Electrical Works
- Part E Mechanical Works

Part F – Plumbing and Sanitary Works (under Part C)

- 3. Value Engineering Analysis of design and construction method; and
- 4. Design and Construction Methods
 - a. Design concept approach and methodology with presentation of project problems, risks and suggested solutions;
 - b. Construction methods and schedules;

Bidders shall present their Preliminary Architectural and Engineering Design (PAED) Plans on suitable scale on 20"x30" white print paper together with the CAD file in USB for easy evaluation. All other textual submittals shall be printed and ring-bound on A4-sized sheets. Bidders shall submit three (3) copies of each PAED requirements during the bidding stage.

A.2. Detailed Architectural and Engineering Design (DAED)

Under the Contract Agreement, the Winning Bidder/Contractor shall prepare the Detailed Architectural and Engineering Design (DAED) of the Project and submit the DAED to the Provincial Government for approval before the execution of Construction Phase.

The DAED shall be prepared based on the PAED and MPSP as prescribed herein. The DAED shall be undertaken with a degree of accuracy that will allow the estimates to be made within approximately plus or minus (+/-5%) of the final quantities.

Once approved by the Provincial Government, the DAED shall form part of the MPSP. The approved DAED, together with the MPSP provisions on Construction under this TOR, shall govern the actual Construction undertaken by the Winning Bidder/Contractor.

The approved DAED which shall form part of the Contract shall include, but not limited to the following;

- 1. Detailed Architectural and Engineering Design Plans and Drawings signed and sealed by qualified design professionals and patterned after government standards and requirements;
- 2. Survey Reports;
- 3. Site investigation Reports;
- 4. Soils and Foundation Investigation Reports;
- 5. Technical Specifications, where applicable, in conformance to the latest editions of the DPWH Standard Specifications for Public Work Structures, Volume II and III;
- 6. Quantity and Cost Estimates of Work Items, based on D.O. 143, Series of 2017, Prescribing the Standard Pay Item List for Infrastructure Projects;

- 7. Detailed Program of Works covering all components of the Project;
- 8. Construction Materials Investigation Reports, Minimum Testing Requirements and Quality Control Program in conformity with DPWH standards;
- 9. Construction Schedule and estimated Cash Flow;
- 10. Utility Relocation Plan (if applicable);
- 11. Design Reports;
- 12. Environmental Impact Statement as defined by the Department of Environment and Natural Resources (DENR) for the issuance of Environmental Compliance Certificate (ECC), as well as securing Tree Cutting Permit;
- 13. Construction and Safety and Health Program;
- 14. Value Engineering Analysis;
- 15. Construction organization and management structures for the Project, identifying key personnel, positions and functions, contractors, and sub-contractors under the Minimum Manpower Requirement set forth in the Bidding Documents; and
- 16. Management systems, process and procedures to be implemented.

B. Construction Phase

B.1 Scope, Standards and Specifications

The Winning Bidder/Contractor shall undertake the Construction Works of the Project in accordance with the DAED prepared by the same, as reviewed and approved by the Procuring Entity.

The Construction of the Project shall also comply with MPSP for construction herein prescribed. The MPSP for Construction includes conformance to the provisions about building and subsidiary works, and under the latest edition of the DPWH Blue Book, Volumes II and III.

The Blue Book prescribes among other things, the material requirement and construction requirements for different items of work, including test to be conducted during Construction by the Winning Bidder/Contractor. Attention shall be given to the relevant items of work in the following parts of the Blue Book including standard pay item under D.O. 143, Series of 2017.

B.2 Implementation

Contract implementation shall comply with Annex "E", Contract Implementation Guidelines for the Procurement of Infrastructure Projects and supplemented by Section 13. Contract Implementation, of Annex "G", Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects and other relevant guidelines of the 2016 Revised Implementing Rules and Regulations of R.A. 9184 (updated as of March 31, 2022).

B.3 Completion of Construction

The Provincial Government shall issue a Certificate of Final Completion of Construction and certify that the following requirements are fully met:

- 1. All Tests for Construction comply with the pertinent provisions of the Blue Book and other test requirements of the MPSP for Construction;
- 2. All parts of the project have been completed following the approved DAED and the MPSP for Construction, including the rectification of defects;
- 3. The Winning Bidder/Contractor, certified as meeting the MPSP, and approved by the Provincial Government through its Implementing Unit, has submitted the required Operation and Maintenance Manuals and performed necessary Testing and Commissioning works; and
- 4. The Winning Bidders Project Completion Report has been submitted and certified by the Implementing Unit as complying with the requirements.

Also, the Winning Bidder/Contractor shall turn over and transfer to the Provincial Government all reports, working papers, complete set of construction drawings in hard and soft copies including, but not limited to;

ITEM	COPIES EACH
Preliminary Architectural and Engineering Design (PAED) Plans, Drawings, Reports and other submittals	Three (3)
Detailed Architectural and Engineering Design (DAED) Plans, Drawings, Reports and other submittals	Three (3)
Construction Documents Reports and other submittals	Three (3)
Signed and Sealed As Built Plans	Three (3)
Training, Operations and Maintenance Manuals	Three (3)

B.4 Warranties and Liabilities

The design and build project shall have a Defects Liability Period of five hundred forty (540) calendar days after issuance of Certificate of Final Completion. This is without prejudice, however, to the liabilities imposed upon the engineer/architect who drew up the plans and specifications for a building sanctioned under Article 1723 of the New Civil Code of the Philippines.

The contractor shall be held liable for design and structural defects and/or failure of the completed project within a period of Fifteen (15) years as specified in Section 62.2.3.2 of the 2016 Revised IRR of R.A. 9184.

Also, plans prepared and approved, shall be the full responsibility of the design Consultants and/or Winning Bidder/Contractor in accordance with Section 5 of Annex "A" of The 2016 Revised IRR of R.A. 9184, which states that the approval by the authorized government officials of detailed engineering surveys and designs undertaken by Consultants neither diminishes the responsibility of the latter for the technical integrity of the surveys and designs nor transfer any part of that responsibility to the approving officials.

3. Minimum Performance Specifications and Parameters (MPSP)

The Winning Bidder/Contractor shall undertake the design and construction of the project in conformance with the TOR and its MPSP.

It should be noted that the herein attached MPSP data are for reference only. The procuring entity does not guarantee that these data are fully correct, up to date, and applicable to the project at hand, in which case, the Winning Bidder/Contractor is allowed to adopt appropriate design standards and specifications subject to review and validation of the Procuring Entity or its representative.

The purpose of MPSP is:

- 1. To establish the minimum requirements that the bidder must conform to the design and construction of the project; and
- 2. Create certainty on both the Provincial Government and prospective Bidders in the expected output for the Project.

Section VII. Other References, shall also form part of this MPSP.

The Winning Bidder/Contractor shall provide design and build services, which shall meet the following minimum performance specifications and parameters;

3.1 Overall Design Parameters

A. Concept Design

Site and space planning of the proposed Three (3) Storey Pampanga Hospital – Clark including Site Development shall be governed by the standards, requirements, rules and regulations on the design of **LEVEL II** hospital as prescribed by the Department of Health and other concerned agency.

The site shall also be developed to accommodate the required standard requirements as prescribed by the National Building Code of the Philippines and other generally accepted design standards for such facility. It must obtain a buildable area of at least 3,650 sq.m. Moreover, the road network must be designed so as to promote good traffic flow and circulation within the site and shall consist of a service road. The Engineering/Maintenance Office and Dietary department may be built separately for enhanced circulation in the main building. The provision for the main building must be at least 2900 sq.m, while the Support Service building shall be at least 750 sq.m. Utility areas such as STP, Pump Room, and Central Waste Storage must be oriented away from the main building and Dietary building.

The design of the building facade shall be in a modern style that features accents and color that reflects natural elements. Provision for the integration of landscape into the building is also recommended for additional character.

B. Space Requirements

Minimum space requirements based on attached preliminary conceptual plans (see Annex 6 to Annex 10) are as follows;

Design and Build of Three (3) Storey Pampar	nga Provincial H	ospital - C	lark
SPACES	Area	Unit	Remarks
GROUND FLOOR			
CIRCULATION & SERVICES	875.40	sq.m.	
EMERGENCY DEPARTMENT	673.0	sq.m.	
OUT-PATIENT DEPARTMENT	215.00	sq.m.	
LABORATORY DEPARTMENT	367.0	sq.m	
ADMIN (FRONTLINE)	375.0	sq.m.	
ADMINISTRATION	56.50	sq.m.	
RADIOLOGY DEPARTMENT	371.0	sq.m.	
TOTAL GROUND FLOOR AREA	2,984.40	sq.m.	
SECOND FLOOR			
CIRCULATION & SERVICES	962.0	sq.m.	
OR COMPLEX	395.0	sq.m.	
INTENSIVE CARE UNIT	332.0	sq.m.	
ADMINISTRATIVE AREA	132.0	sq.m.	
NEONATAL INTENSIVE CARE UNIT	134.0	sq.m.	
DR COMPLEX	285.0	sq.m.	
NURSING WARD	646.0	sq.m.	
TOTAL SECOND FLOOR AREA	2886.0	sq.m	
THIRD FLOOR			
CIRCULATION & SERVICES	1,149.40	sq.m.	
NURSING WARD	1,407.65	sq.m.	
TOTAL THIRD FLOOR AREA	2,557.0	sq.m	
TOTAL FLOOR AREA	8,427.40	sq.m.	

C. Additional Requirements

Design shall also comply with DOH A.O. No 2016-0042, Annex H-6b, Checklist for Review of Floor Plans, Level 2 Hospital and DOH Planning and Design Guidelines for Hospital & Health Facilities.

3.2. Governing Codes, Standards and References;

The following latest editions of design codes and standards shall govern the preparation both PAED and DAED;

- 1. National Building Code of the Philippines and its Latest and Amended IRR
- 2. RA 9266 or Architecture Law and its Latest and Amended IRR
- 3. DOH Planning and Design Guidelines for Hospital & Health Facilities
- 4. RA 4226 or Hospital Licensing Act and its Latest and Amended IRR
- 5. BP 344 or Accessibility Law and its Latest and Amended IRR
- 6. AO 35, s. 1994 or AO Pertaining to the Control of Radiation Hazards
- 7. RA 9514 Fire Code of the Philippines
- 8. Philippine Electrical Code
- 9. National Structural Code of the Philippines (NSCP) 2015
- 10. National Plumbing Code of the Philippines (NPCP)
- 11. Sanitation Code of the Philippines
- 12. DOH Health Care Waste Management Manual
- 13. Signage Systems Manual for Hospitals and Offices. Department of Health, 1994
- 14. Bureau of Product Standards (BPS)
- 15. Philippine National Standards (PNS)
- 16. DPWH Blue Book, Volumes II and III
- 17. National Fire Protection Association
- 18. Illumination Engineering Society (IES)
- 19. National Electrical Manufacturer's Association (NEMA)
- 20. IEEE 802
- 21. ANSI/TIA/EIA-568
- 22. R-49 (a new TIA Engineering Committee for Healthcare Communications Technology)
- 23. Mechanical Engineering Code of the Philippines (ME Code)
- 24. Underwriters Laboratory (UL) and Factory Mutual (FM)
- 25. International Electrotechnical Commission (IEC) 1988

- 26. National Fire Protection Association (NFPA)
- 27. National Fire Protection Association (NFPA) 99 Standard for Health Care Facilities.
- 28. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
- 29. Center for Disease Control and Prevention (CDC) Manual.
- 30. Other relevant codes, standards, manuals and references.

3.3 Materials and Workmanship

Material and workmanship incl. test requirements shall conform to the provisions of the latest edition of the DPWH Standard Specifications (Blue Book), Volumes II and III. Attention shall be given to the relevant items of work in following parts of the Blue Book including the standard pay item under D.O. 143, Series of 2017.

In addition, for satisfactory completion of Works the Winning Bidder/Contractor shall;

- 1. Ensure all materials to be supplied are new and free from defects. The quality of materials shall be of the best grade and appropriate kind for the purpose;
- 2. When called for or directed, furnish for approval, full information and satisfactory evidence as to the kind and quality of materials or articles to be incorporate in the work. Materials and articles installed without such approval shall be at risk of subsequent rejection;
- 3. Ensure all works are performed in the best and acceptable manner and in strict accordance with the requirements of the plan and specification.
- 4. Ensure all workmanship is in accordance with the best standard practices, performed in neat workman-like manner, and executed by qualified skilled personnel.
- 5. Remedy all defective works and replace unapproved materials, on his expense.

3.4 Plans and Drawings

A. General

- 1. All drawings shall be computer-drafted. Drawings shall be submitted in "20 x 30" tracing paper, signed and sealed by a qualified design professional.
- 2. 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.
- 3. Existing buildings and new works shall be clearly indicated and labeled in the site plans.
- 4. Detailed plans shall have a scale not smaller than 1: 50 meters.

- 5. Spot detailed plans, elevations, and sections shall have a scale not smaller than 1:10 meters.
- 6. 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

1. The site plans shall have a scale not smaller than 1:400 meters.

C. Floor Plans

- 1. All plans shall be 1:100 meters. The same scale shall be used for the rest of the architectural, structural, sanitary, plumbing, electrical and mechanical plans, except for each trade's site plan, detailed plans and spot details.
- 2. Elevation callouts shall be indicated on the floor plans and shall be consistent with the elevation drawing.
- 3. Section line callouts on the floor plans shall be consistent with the section drawing.
- 4. Floor plans shall be indicated with boxed room callout numbers, including the callout for floor finishes and wall finishes.
- 5. 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.
- 6. 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.
- 7. Door callouts shall be circles with the proper numbering, e.g. D-01.
- 8. Window callouts shall be hexagons with the proper numbering, e.g. W-01.
- 9. Incorporate principles to make the building green (i.e., provision of rain water collection, solar panels)

D. Elevations and Sections

1. Finish floor lines and top of truss lines shall be consistent in all the elevations, sections and structural plans and details.

E. Reflected Ceiling Plans

- 1. Reflected ceiling plans shall be indicated with boxed room callout numbers, including the callout for ceiling finishes and lighting fixtures.
- 2. 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.
- 3. The description and location of the fixtures, e.g. lighting,, smoke detectors, aircondition vents, exhaust fans, in the reflected ceiling plans shall be consistent with the electrical and mechanical plans.

F. Doors and Windows

1. 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.

G. Details

- 1. 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.
- 2. Provide spot detail plans, elevations and sections of a scale not smaller than 1:10 meters for special designs with aesthetic treatment and ornamentation.
- 3. 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.
- 4. 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.

3.5 Site Development Design Parameters and Requirements

A. General

- 1. Site Development works shall include, but not limited to the design and construction of road network, curbs and sidewalks, parking, landscaping, lightings, security outpost and perimeter fence.
- 2. The road network shall be design at an elevation of minimum +0.40 m from the finish elevation of the existing road/street line.
- 3. There shall be a separate road network and entry/exit for the public and the service vehicles, e.g. ambulance, waste collection vans, delivery trucks.
- 4. In limited lot areas, buildings should at least be spaced four (4) meters apart to allow natural light and ventilation.
- 5. Covered walkways shall be provided for access and connection to all the buildings.
- 6. Permanent Security Outpost shall be provided on all entrance and exit points of the facility.

- 7. The main road shall be capable of one way traffic (at least 3mts. width) with a minimum thickness of 200mm (8 inches). Concrete strength should be at least 3000psi. Interior road (leading to support facilities) shall be so designed to accommodate delivery vehicles, and garbage trucks and fire trucks in case of emergency.
- 8. Walkway should be at least 100mm thk. with concrete strength of 2500psi. Ramps should be provided, instead of steps, for any change in elevation.
- 9. Parking area slabs should be at least 150mm thk. With concrete strength of 3000psi
- 10. 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 2meters and to be provided with perimeter lighting. See-through fence design will be made of 32mm square bars spaced at 100mm on centre and provided with three (3) concrete hollow blocks (45mm high) "zocalo" wall.

3.6 Architectural Works and Finishes Design Parameters and Requirements

A. General

- 1. The building lay-out shall be designed based on minimum space and zoning requirements of this TOR and its MPSP, preliminary design plans, and in compliance with DOH Guidelines.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. The Ground Floor shall have and elevation of minimum +1.00 m from the finish elevation of the existing road/street line.

B. Walls

- 1. Exterior walls shall be 200mm. thick, while interior walls shall be 100mm. thick except for wet walls. This is indicative of the finishes wall thickness including the plastering and tile works.
- 2. The walls of the rooms for X-ray and the like shall conform to the requirements of the manufacturer's specifications and as regulated by the Bureau of Health Devices and Technology (BHDT) by virtue of DOH-AO 35, s. 1994 or AO Pertaining to the Control of Radiation Hazards.
- 3. Toilet wall tiles shall be 600mm x 600mm porcelain or equivalent.
- 4. Incorporate a modern version of the "solihiya" for the vehicular ramp cover/cladding.
- 5. Layout and work on wall and floor tiles must be aligned, plumb, level, and square.
- 6. 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.

C. Floors

- 1. Laboratory and Operating Room floor finish shall be roll-form anti-static, antibacterial homogenous vinyl with welded joints. It shall cove upward to the sides of the wall up to a minimum of 200mm from the floor.
- 2. 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.
- 3. Floors at the openings of toilets for persons with disability shall be sloping. Indicate in the plans and sections.
- 4. The size of the toilet floor tiles shall be 600mm x 600mm porcelain tiles or equivalent.
- 5. The flooring for offices, hallways and wards shall be shall be roll-form antistatic, antibacterial homogenous vinyl with welded joints. It shall cove upward to the sides of the wall up to a minimum of 200mm from the floor.
- 6. If possible, incorporate artificial turf in large hallways to provide a visual rest and provide a green image.
- 7. Epoxy paint with floor hardener for parking floor finish.
- 8. Layout and work on wall and floor tiles must be aligned, plumb, level, and square.
- 9. All edges, corners and intersections of toilet tiles, shall be provided with polyvinyl chloride tile trims.

- 10. Tile color and design shall be approved first before installation.
- 11. Wet areas, e.g. toilets, and kitchen shall use non-skid/non-slip vitrified porcelain floor tiles. Provide at least twenty-five (25) pcs of each kind of tiles used for maintenance purposes.

D. Ceiling

- 1. The following rooms shall have a minimum ceiling height:
 - a. Operating Room 3000mm, to accommodate the ceiling-mounted OR light
 - b. X-ray Room 2700mm, to accommodate ceiling-mounted equipment
 - c. Wards of 4 beds and up -2800mm, to provide better natural ventilation
- 2. Ceiling height for areas with special aesthetic treatment, e.g. lobby, major conference room, auditorium, executive office, shall be proportional to the area or room or as required by the designer. However, this shall not be lower than 3000mm.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. Aluminum T-runners shall be powder coated.

E. Doors and Windows

- 1. Major rooms that require security shall have sturdy doors e.g. wood panel and metal.
- 2. Minor rooms that do not require security shall at least have wood flush doors.
- 3. Toilets and other wet areas shall have wood flush doors.
- 4. Heavy-use doors, e.g. kitchen, operating rooms, delivery rooms, should be provided with stainless steel kick or push plates and door closers.
- 5. Fire escape doors, should be provide with panic hardware and door closers, and shall conform to the requirements of the Fire Code of the Philippines.
- 6. Aluminum frames of glass doors shall powder-coated.

- 7. Door finish and color shall be approved first before application.
- 8. Window sills shall be slightly sloped outwards to prevent damage to windows and paint due to water seepage. Section details shall be required to show this slope.
- 9. All doors of a high-occupancy room shall swing outwards and as required by the Fire Code of the Philippines.
- 10. Door jambs with no moulding/casing installed on concrete walls shall have construction grooves all around. Provide details
- 11. All doors and windows shall have reinforced concrete lintel beams.

F. Stairs, Ramps and Corridors

- 1. Ramps for persons with disability shall have a slope not higher than 1:12. Handrails and clearances shall conform to the requirements of BP 344.
- 2. Regular stairs (shall ideally) 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.
- 3. Clearance shall conform to the requirements of the Fire Code of the Philippines.
- 4. Corridors shall have a minimum unobstructed width of 2400mm. This shall be measured clear from the surface of the finished wall and not on-center of the rough CHB wall.
- 5. 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.
- 6. Corridors and exit doors shall conform to the requirements of the Fire Code of the Philippines.

G. Fixtures and Accessories

- 1. Three-way electrical light switches shall be provided at the foot and the top of the stairs per floor. Likewise at both ends of a long corridor.
- 2. Electrical light switches shall be located on the wall by the knob side of the door.
- 3. Electrical switches and outlets shall be installed plumb and level.
- 4. Public toilets shall always be provided with heavy-duty soap dispenser and electric hand dryers.
- 5. Public toilets shall always be provided with stainless steel handrails in conformity to the requirements of BP 344.

6. A drainage line shall be provided for window-type 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. Roofing Works

- 1. The section of the roof gutters shall be designed, in case of a clogged downspout, so that the overflow of water will be directed outside of the building and not towards the eaves or interior ceiling to prevent any damage
- 2. Avoid valley or inside gutters in roof design. But in cases required in aesthetic design, valley or inside gutters shall be in stainless steel or concrete gutters with membrane-type waterproofing, and the section shall be designed with a capacity for big volume to prevent any damage due to overflow.
- 3. Parapets, designed as a roof protection from the winds, must be designed to satisfy the preceding parameters.
- 4. The slope of the roof shall not be less than 30 degrees.
- 5. Roofing sheets shall be Ga. # 24 (minimum) aluminium-coated, pre-painted, and pre-formed.
- 6. The roof must be insulated.

I. Painting

- 1. Painted ceiling shall be in flat latex finish, while cornices and mouldings shall be in gloss enamel finish.
- 2. Painted interior wall shall be at least in semi-gloss finish for ordinary rooms, e.g. offices, unless specified to a higher type of paint.
- 3. Patient-related rooms, e.g. emergency rooms, out-patient department and wards shall be in anti-bacterial and odor-absorbent paint finish.
- 4. Special rooms, e.g. operating rooms, delivery rooms, and laboratory shall also be in anti-bacterial and odor-absorbent paint finish.
- 5. Painted exterior wall shall be at least in moisture-resistant/water-repellent solvent-based paint finish, textured or smooth, unless otherwise specified.
- 6. Use lead-free paints.

J. Signage

- 1. The contractor shall provide all necessary signage including outside the facility based on DOH's Signage Systems Manual for Hospitals and Offices.
- 2. All signage dimensions, make, specifications shall comply with DOH standard.
- 3. All interior and exterior signage shall be presented through a Sign Location Plan using appropriate legends and color codes.

3.7 Structural Works Design Parameters and Requirements

A. General

- 1. The hospital buildings should be designed using seismic importance factor of 1.50 for immediate occupancy category. Buildings should be designed in accordance with NSCP Requirements up to Magnitude 8.4 for those near seismic source Type A. Seismic gaps between buildings (old and new) should be properly observed.
- 2. The Hospital Building should be designed bases on revised provision of NSCP 2015 pertaining to wind load (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 the 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 (2 plus A/1000) should be conducted to determine soil bearing capacity and recommended foundation design (applicable even for the one storey structure).
- 5. The structural designer is encouraged to use fire-resistive and non-toxic materials.

3.8 Plumbing and Sanitary Works Design Parameters and Requirements

A. Site Development

- 1. Based on the Master Site Development of the Hospital, the Site Works shall provide complete layout of the following;
 - a. Storm Drainage Network, indicating Drainage Manholes and Pipe Culvert;
 - b. Sewerage Pipe Network, indicating Sewage Manholes, Sewage pipes and the location of the proposed Sewage Treatment Plant; and
 - c. Water Supply Network, indicating the location of Water Service entrance, Cisterns, Elevated Water Tank and proposed Pump House and main water lines.
- 2. 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;
- 3. 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.

- 4. 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, with Per capita wastewater demand of: 150-250 gal/capita/day per bed.
- 5. 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 with Per capita water demand of: 190-315 gal/capita/day per bed.

B. Building Facilities Sanitary/Plumbing System

1. Sewer line and Vent System

- a. Provide complete Sewer line 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 Sewage Treatment Plant (STP)
- b. For Drainage Fixture Units; refer to Chapter 7, Table 7-2, NPCP

2. Wastewater line and Vent System

- a. 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;
- b. 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.
- c. For Estimated Demand Weight of Fixtures in Fixture Units; refer to Chapter 7, Table 7-2, NPCP.

3. Waterline System

- a. 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.
- b. Provide complete hot water system with portable water heaters for selected areas as required.

4. Storm Drainage System

a. 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.

C. Material Requirements

- 1. Sewer and Vent pipes; Unplasticized Polyvinyl Chloride (uPVC) extra series 1000 (Conforming to ISO 3633 ASTM D2729 including Trims and Fittings)
- 2. Storm Drainage pipes; Downspouts, Unplasticized Polyvinyl Chloride (uPVC) extra series 1000(Conforming to ISO 3633 ASTM D2729 including Trims and Fittings, BPS Certified)
- 3. Drainage Pipes; 250mm dia. and below, Non-Reinforced Concrete Pipe (NRCDP) 300mm dia. and above, Reinforced Concrete Pipe (RCDP)
- 4. Drainage Manholes; Street Inlet, Curb Inlet, Traffic Type Reinforced Concrete Area drain/Catch Basin, Reinforced Load Bearing CHB
- 5. Sewage Manholes; Traffic Type Reinforced Concrete with Standard Steel Brass Cover
- 6. Wastewater pipeline; Extra Heavy (XH) Single Hub, Hubless Cast Iron Pipes and Fittings (CIP) conforming to ASTM Standard 888
- 7. Cleanouts; Cast Iron Brass with counter sunk plug (BPS Certified)
- 8. Floor Drains/Deck Drains; Cast Iron Brass (BPS Certified)
- 9. Gutter Drains; Cast Iron Dome Type Brass (BPS Certified)
- 10. Cold Waterline pipes; for buildings, Polypropylene Pn16/Pn20 Fusion Weld Pipes including Trims and Fittings (BPS Certified)
- 11. Trench Grating; Galvanized/Stainless Steel Iron grates
- 12. Plumbing Fixtures including Trims, fittings and accessories; (BPS certified)
 - a. Water Closet-Concealed Tank type embedded in built-up walls
 - b. Lavatory-(Pedestal/Counter Type)/semi-pedestal with C-spout spray faucet
 - c. Kitchen sink-Ga#16 Stainless Steel seamless bowl with gooseneck faucet
 - d. Urinal-Wall Hung concealed push button or waterless type
 - e. Provide at least five (5) extra of each water closets, urinals, lavatories and faucets for maintenance purposes.

13. Plumbing Fixtures at Sterile Areas;

- a. Scrub-up Sink-Ga#16 Stainless Steel (single/double bowl) compartment with Foot operated and or sensor controlled spray faucet
- b. Surgical Soap Dispenser-Ga#16 Stainless Steel, foot operated.

c. Laboratory Sink-Ga#16 Stainless Steel deep seated seamless bowl compartment with C-Spout spray faucet.

3.9 Electrical Works Design Parameters and Requirements

A. Lighting System

- 1. Provide and install adequate normal 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.
- 2. All lights shall ideally be of an LED or energy-saver type
- 3. Fluorescent Lamp shall be Linear, circular or self-ballasted compact fluorescent lamps (LED lights are encouraged).
- 4. Fluorescent lamps shall be cool or warm white and lamp holders shall be made of thermosetting plastic.
- 5. Fluorescent Ballast: Magnetic or Electronic type with high power factor or high frequency energy saving type.
- 6. Fluorescent Fixture housing shall be steel sheet with high reflectance powder coat paint finish.
- 7. Down lights and Pin lights shall be of heavy gauge spun aluminum equipped with lamp as indicated on the drawings.
- 8. Provide at least ten (10) pieces of each type of luminaire and bulb for maintenance purposes.

B. Power System

- 1. Provide and install adequate normal branch circuits for the Power System.
- 2. Electrical supply will be sourced from electrical utility.
- 3. Electrical service shall be provided at 13.8 kilovolts, three-phase, 3-wire, wye-grounded, 60 Hz, step-down to voltage of 400 Vac/230Vac, 3-phase, 3 wire plus neutral plus ground, wye-configuration, 60 Hz, via transformer.
- 4. The Winning Bidder/Contractor shall coordinate with local utility companies (e.g. Electric, Cable TV, ISP's, etc.) for the location of service entrance and other necessary requirements.
- 5. Short circuit current calculations shall be done to determine the appropriate interrupting capacity of circuit breakers.
- 6. Load computations shall be based on the PEC. Where required by the Code, wiring and protective devices sizing shall be made with 25% added provisions for continuous operation of loads.

- 7. Reasonable and practicable spare capacities for lighting and appliance branch circuits, feeders' service conductors, transformers, and protective devices shall be provided. In no case shall space capacity be less than 10% over the computed load.
- 8. For motor loads, the applicable sections of the Philippine Electrical Code shall be followed.
- 9. Wiring devices shall be non-automatic control devices, the contact is guaranteed by the pressure of the special spiral springs;
 - a. Switches shall be of 15A, 250V or 300V except as otherwise noted and approved. Terminals shall be screw-type or quick-connected type.
 - b. General use receptacle shall be 15A, 240V grounding type unless otherwise indicated on the drawings.
 - c. Special purpose receptacles shall be as called for on the drawings. Matching plugs shall be supplied.
 - d. Switches and outlets shall be the modern, wide series type.
- 10. 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:
 - a. 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.
 - b. 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.
- 11. Electrical Conduits, Boxes and Fittings: All conduits, boxes and fittings shall be standard rigid steel, zinc coated or galvanized;
 - a. Rigid Steel Conduits (RSC)
 - b. Rigid Metal Conduits (RMC)
 - c. Intermediate Metal Conduits (IMC)
 - d. Electrical Metallic Tubing (EMT)
 - e. Unplasticized Polyvinyl Chloride (uPVC) if required shall be schedule 40.

- 12. Conductors: Wires and cables shall be of the approved type and unless specified or indicated otherwise, all power and lighting conductors shall be insulated as necessary;
 - a. 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 $60 \,\Box C$ Temperatures.
 - b. All conduits of convenience outlets and wire ways for lighting branch circuit homeruns shall be wired with a minimum of 3.5 mm square in size.

C. Standby/Emergency System

- 1. Provide and install adequate life safety and critical emergency branch circuits for lighting or utilization equipment connected to the alternate power source.
- 2. To prevent total power breakdown within the building and where interruption of electric power supply to essential life and safety loads would result in panic, hazard to life or property, provision should be made to have a reliable and continuous power supply of essential/life safety loads. Such continuous power can be obtained by providing separate switch board, which will serve only the essential/life safety loads. With this configuration having two switchboards each for non-essential loads and essential/life safety loads, there will be no interruption in the supply of power to essential loads even if major maintenance is being done.
- 3. The Contractor shall include in their design the Emergency Power Generating System with n+1 redundancy. The system shall be provided to supply 100% of the total power requirement of the Hospital. There shall be 2 units of 400 Vac line-to-line/230 Vac line-to-neutral, 3-phase, 4-wire, 60 Hz diesel engine generator set with each unit having the capacity to independently carry the 80% total power requirement of the Hospital. In the event of power outage, the first unit of generator set shall operate with a maximum load of 80% rated capacity. The other unit will serve as a backup unit in case the other one malfunctions.
- 4. The Generator sets shall be provided with Solenoid Type Automatic Transfer Switch (ATS) for automatic start and shutdown.
- 5. The generator system shall have an automatic transfer capability from normal power to emergency power within ten seconds. Generator set fuel reserve shall be 8-hour for full load operation.

D. 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.
- 3. Two level of call will be provided by the system:

- a. Patient to Nurse. A patient to Nurse shall be actuated by means of the wall mounted or handset call push button of bed head panel.
- b. 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.
- 4. Bedhead panel shall be of different type depending on the patient bedroom class and as maybe required. Multiplexed bedhead panel shall be available to operate the sound distribution system.
- 5. Bathroom shall be provided with pull cord unit and reset unit.
- 6. Room indicator lamp shall be instead above the door of each patient's bedroom along the corridor.
- 7. Nurse stations shall be equipped with indicator unit to provide indication (audible and visual) of the zone and type of call.
- 8. Emergency indication shall be included in some acute areas but arranged "for staff use only" in the event of urgent assistance being required.
- 9. The system shall be of solid state switching with all items connected to internal printed circuit boards readily interchangeable for maintenance purpose.

E. 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.

F. Structured Cabling & Telephone System

- 1. A minimum provision for estimated 500 mixed PABX extension and direct telephone lines shall be required for tertiary hospitals.
- 2. Final details of the system shall follow DOH requirements, quantity and type of service.

G. Fire Detection and Alarm System

1. The Fire Detection and Alarm System shall be of multiplex, microprocessor controlled addressable or zonal conventional fire detection, alarm and communication system.

- 2. The system shall consist of full integration automatic fire detection, voice alarm communication and fire fighters telephone system.
- 3. The system shall consist of control station, mimic panel initiating and indicating devices, control modules and system of wirings.
- 4. Actuation of the protective signalling system shall occur by manual pull station, automatic smoke or heat detector, sprinkler flow switch and tamper switch.
- 5. 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.
- 6. Occupant notification shall be accomplished automatically. Notification will be general, audial alarm type complying with appropriate section of NFPA.
- 7. The system shall be installed with provisions for future connection to the nearest fire services station in the locality.

H. Security System

- 1. Design and install CCTV system with control room.
- 2. The contract shall include the supply and installation of all hardwares incl. Monitors, recording, playbacks and data storage devices.
- 3. Cameras shall be installed at lobbies, hallways, entrance and exits, elevators, building and property perimeter and areas where security is significant.
- 4. Cameras shall have a minimum recording resolution of 5mp, weather proof and have adjustable viewing angle.
- 5. Final details shall be for approval by the Procuring Entity.

I. Public Address Paging System

1. Design and install public address paging system as per DOH requirement or standard.

3.10 Local Area Network (LAN) Parameters

- 1. Based on Master Site Development Plan of the Hospital, provide where applicable complete design and details of hospital local network for voice and data connectivity.
- 2. Installation of structured cabling system for Data and Voice Connectivity and wireless network (LAN)
 - a. 1000 data nodes distributed to Hospital's office area
 - b. 1000 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
- 3. Structured Cabling System for Data and Voice Connectivity Data Connectivity
 - a. 1000 data nodes distributed to the Cancer Center's Offices
 - Category 6, 4-pair UTP cable shall be 23 AWG, 100-Ohm, 4-pair UTP
 - c. Category 6 Patch Panel;

b.

- Shall be 1RU and provide 24 modular jack ports, with universal wiring that maybe terminated to T568A or T568B
- Shall terminate the building cabling on 100-style insulation displacement connectors
- d. Category 6 Information Outlet/Modular Jack shall be terminated using a 100style pc board connector, color-coded for both T568A and T568B wiring.
- e. Category 6 Patch Cord:
 - Equipment patch cable assemblies, 4 ft. in length, must be factory-manufactured with stranded CMR UTP cable and color-matched snag less rubber boots.
 - Work area patch cord shall be 5 ft. in length
 - 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:
 - Attenuation
 - Attenuation to Crosstalk Ration (ACR)
 - Power Sum Attenuation to Crosstalk Ratio (PSACR)
 - Near End Crosstalk (NEXT)
 - Power Sum Near-End Crosstalk (PSNEXT)
 - Equal Level Far-End Crosstalk (ELFEXT)
 - Power Sum Equal Level Far-End Crosstalk (PSELEXT)

- Return Loss
- Propagation Delay
- Delay Skew
- Transfer Impedance
- 4. For Voice Connectivity;
 - 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 ASI/TIA/EIA-568-B.2
 - Category 6 Information Outlet/Modular Jack
 - Telecommunication Terminal Cabinet shall be wall-mounted and has sufficient space or dimension to accommodate required wiring components
 - Wiring blocks shall be 100-pair count, wall mountable, with legs and shall fir traditional cross-connect backboard spacing and layout
- 5. Cabling for CCTV Security System
- 6. Supply of Communication cabinets (intermediate Distribution Frame) for each floor of the building.

3.11 Mechanical Works Design Parameters and Requirements

A. Automatic Fire Sprinkler System

- 1. The automatic fire sprinkler system shall be design based on applicable codes, laws, requirements and standards.
- 2. Hazard Classification shall be Light Hazard Occupancy.
- 3. Area of coverage shall be 146 square meters and water density shall be 4.07 lps/sq. m.
- 4. Protection area per sprinkler head shall be 20 square meters at 2.2 meters minimum distance between sprinklers and 4.2 meters maximum spacing.
- 5. All floor control valves shall be equipped with supervisory switch, water flow detector and drain system.
- 6. 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.
- 7. Firewater reserve tank shall be ground level monolithic concrete tank sized for a minimum of 30 minutes.

- 8. Hydraulic calculations report shall be based on NPFA-13 format.
- 9. The fire pump shall be UL Listed/FM Approved, diesel engine or electric motor driven, designed specifically intended for an automatic water sprinkler protection system.
- 10. The jockey pump shall be UL Listed/FM Approved, electric motor driven, 220V, 3-phase, 60 hertz, and electric power connection.
- 11. Sprinkler head shall be UL Listed/FM Approved, pendant, upright or sidewall unit, 83 LPM flow capacity per head and temperature fusing at 57.5° C to 74°C.
- 12. The alarm assembly shall be UL Listed/FM Approved, 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 signed in the vicinity of the building.
- 13. 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.
- 14. Pipes shall be B.I. Schedule 40. Screw fittings shall be used for inside piping.

B. Ventilation and Air Conditioning System

- 1. Air conditioning system (inverter types) shall be provided in all patient's private rooms, radiologic and imaging area, operating rooms, delivery rooms, laboratories, critical care areas, offices and other areas where conditioned air is necessary.
- 2. Cooling Load calculations report shall be manual or computer generated, hourly analysis program which includes heat transmission coefficients, solar heat gain factors and corrected cooling load temperature difference calculations.
- 3. Split type air conditioners will be used at areas with larger capacities.
- 4. Window type air conditioners (inverter types) shall be used in areas with exterior wall exposure.
- 5. Centralized air conditioning will be used only if feasible.
- 6. Design of all critical areas shall be laminar or positive pressure, wherein the supply air is 10% more than exhaust air.
- 7. All infectious isolation rooms, such as TB and SARS, shall be negative pressure, wherein the exhaust air is more than 10% of the supply air.
- 8. Maintain an air change rate greater than or equal to 12 air changes per hour or 145 litres per second per patient.

- 9. Ceiling cassette type exhaust fans with integral air diffuser shall be provided in all toilets.
- 10. 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.
- 11. Refrigerant pipes shall be copper tubing, type L or K black steel pipe, Schedule 40 for size of 100mm diameter and smaller. Pipe over 100mm shall be black steel pipe Schedule 40.
- 12. 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.
- 13. Pipe insulation shall be performed 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.
- 14. Ducts shall be galvanized sheet steel of standard gauges.
- 15. Ductwork insulation materials shall be rigid board made of styropor or equivalent 25mm thick for ground and top floor, 13mm thick for intermediate floor.

C. Medical Gas and Vacuum System

- 1. Medical gases and vacuum system shall be provided throughout the hospital.
- 2. Medical gas supply system shall be provided through manifold system and bulk system.
- 3. The pipeline system shall be equipped with zone valves and alarm system.
- 4. Vacuum pumps shall be duplex type each a capacity to handle the total load without loss of vacuum in the system.
- 5. Gas outlets shall be single, double, triple or more units for the following services; oxygen, air, nitrous oxide and vacuum.
- 6. Flow calculations shall be based on NFPA 99 Standard for Health Care Facilities.
- 7. Piping shall be of seamless type "K" or "L" hard tampered copper tubing suitable for silver brazing. Joint and fittings for copper tubing shall be cast bronze designated for brazing.
- 8. Medical gas manifold and vacuum plant shall be UL Listed/FM Approved.
- 9. All gas outlet stations shall be UL Listed/FM Approved, quick connect type, or DISS type, stainless or PVC faceplate mounted on a chrome-plated, zinc diecast cover plate.

D. Elevators

- 1. A minimum of five (5) hospital bed type Elevators shall be provided for the facility.
- 2. The minimum car size shall be 1,500mm wide and 2,150mm long
- 3. The car door opening shall be not less than 1,100mm wide and 2,100mm high
- 4. The hospital elevator shall machine room-less, or traction type or better.
- 5. The elevator system shall be UL Listed/FM Approved.

E. Sewage Treatment Plant

1. Provide complete detailed design of Sewage Treatment Plant commensurate to the Bed capacity of the health facility; Adapt a Biological process of sewage treatment in compliance with the latest DENR and DOH standards.

F. Waste Management Facility

1. Provide complete and appropriate waste management facility for all health care waste (as defined in DOH Health Care Waste Management Manual) based on applicable laws and standards.

3.14 Trainings and Preventive Maintenance

- 1. The Winning Bidder/Contractor shall provide relevant lectures (minimum of one day session) and hands-on training (minimum of one month) of each component to Provincial Government personnel for the proper maintenance and operation of installed Mechanical and Electrical/Electronic components of the Contract/Project. These shall include, but not limited to the following;
 - a. Standby Emergency System
 - b. CCTV System
 - c. Public Address and Nurse Call System
 - d. Air-Conditioning and Ventilating System
 - e. Water Pumping System
 - f. Fire Detection, Automatic Fire Sprinkler and Alarm System
 - g. Elevator System
 - h. Sewage Treatment Plant
 - i. Medical Gas Piping System

- 2. The Winning Bidder/Contractor shall submit and prepare quarterly (or as needed) preventive maintenance report to the Provincial Government for each System.
- 3. The Winning Bidder/Contractor shall ensure that availability of qualified personnel/technician within 24-hour notice in case of system failure or malfunction for the duration of the Defects Liability Period.

3.15 Minimum Requirements for Construction and Safety and Health

1. All requirements, provisions and instructions pertaining to Construction Safety and Health for the Contract shall be governed by D.O. 56 Series of 2005, Guidelines for the Implementation of DOLE D.O. No 13, Series of 1998, On Occupational Safety and Health in the Construction Industry

4. Contract Exclusions

A. Ancillary Building

DOH funded Ancillary Building with a total of 775 sq.m building footprint is excluded in the design and build contract (See Annex 7).

B. Other Exclusions

All movable furniture and equipment are not covered by the Contract.

5. Approved Budget for the Contract (ABC)

The ABC is Four Hundred Seventy Four Million Nine Hundred Ninety Five Thousand Six Hundred Forty Pesos (Php 474,995,640.00). Bids higher than the ABC shall be automatically rejected.

6. Eligibility Criteria for Bidders

Eligibility requirements for the Design and Build Project/Contract shall comply with the provisions of Section 9, Annex "G" of the 2016 Revised Implementing Rules and Regulations of R.A. 9184 (updated as of March 31, 2022).

7. Contents of the Bids

Bid proposals shall comply with the provisions of Section 10, Annex "G" of the 2016 Revised Implementing Rules and Regulations of R.A. 9184 (updated as of March 31, 2022).

A. Technical Component Envelope (First Envelope)

The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX**. Checklist of Technical and Financial Documents.

The bidder shall submit 3 sets of its Technical Envelope (1 - Original, 2 - Copies).

B. Financial Component Envelope (Second Envelope)

Contents of the second envelope are specified **Section IX. Checklist of Technical and Financial Documents.**

The bidder shall also submit 3 sets of its Financial Envelope (1 - Original, 2 - Copies).

8. Preliminary Examination of Bid

The BAC, during bid opening shall be checking the **First Envelope** of each Bidder against **Section IX. Checklist of Technical and Financial Documents,** to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184

Bids which are rated "passed" shall be subjected to the second stage of bidding, Bid Evaluation.

9. Bid Evaluation

For the detailed evaluation of the design and build proposals three-step procedure shall be adopted by the BAC as follows;

1. Evaluation of Eligibility

The BAC shall evaluate the Eligibility Documents submitted by each bidder to determine compliance with the Eligibility Requirements in Section 6 of this TOR.

If the bidder meets all of the Eligibility Requirements, the BAC shall declare the bidder as "eligible" and proceed with the detailed evaluation of its Technical Proposal. If not, the BAC shall issue the Notice of Ineligibility to the bidder and return its unopened Technical and Financial Proposals to the bidder.

2. Evaluation of Technical Proposal

After the evaluation of eligibility, the BAC shall then conduct the evaluation of the Technical Proposal of each eligible bidder for compliance in the following criteria;

a. Adherence to preliminary design plans to the required MPSS and degree of detail.

Bids shall be evaluated using the criterion below:

	Preliminary D	Design Plans		Conforms to TOR/ MPSS	Degree of Detail
	(See PA	AED)			(not less than
					80%)
a. Inve	Preliminary stigations	Surveys	and	Pass/Failed	Pass/Failed

b. Architectural Plans and Drawings	Pass/Failed	Pass/Failed
c. Structural Plans and Drawings	Pass/Failed	Pass/Failed
d. Plumbing Plans and Drawings	Pass/Failed	Pass/Failed
e. Electrical Plans and Drawings	Pass/Failed	Pass/Failed
f. Mechanical Plans and Drawings	Pass/Failed	Pass/Failed
g. Site Development Plans	Pass/Failed	Pass/Failed

<u>b.</u> Adequacy of concept of approach and methodology for detailed engineering <u>design and construction</u>

The BAC shall rate the bidder on the criterion using the following rating system (DPWH Manual of Procedures for Design and Build Projects), which gives the maximum possible points for each sub-criterion, to qualify, the bidder must obtain a minimum or passing rating of 50 points on this criterion.

Sub- Criterion and Characteristics	Maximum
	Points
A. Plan Approach	80
 Clarity- quality of narrative description of methodology and work plan in the submitted TPF3-a 	20
a. The description discussed fully all aspects of the Design Services in TPF3-a.	(7)
b. The work plan is described in proper order of works activities in TPF3-a.	(7)
c. There are no significant errors and irrelevant discussions in TPF3-a.	(6)
2. Feasibility- do ability of work plan	30
a. The proposed team includes all required key personnel, and the tasks of each key personnel are clearly defined in TPF4 – Team Composition Tasks.	(6)
b. The work activities are achievable and given in logical sequence in TPF6.b – Activity Work Schedule	(7)

c. The assignment of personnel in TPF5 – Time Schedule of Proposed Professional Staff is consistent with the work activities in TPF6.a – Activity Work Schedule	(7)
d. Each of the key personnel has a letter commitment to work on the project	(10)
3. Innovativeness- adoption of quality standards or new technology or tools of approach	10
a. There is innovation with discussion on how the methodology will enhance the quality of work outputs and ensure the timely completion of the Design Services in TPF3-a Description of the Methodology and Work Plan	(5)
b. The methodology completely describes the technology and tools to be used in TPF3-a	(5)
4. Comprehensiveness- completeness and adequate level of the work plan as to how the Design Services shall be carried out in the Minimum Standards and Specifications (MPSS)	20
a. All works required in the Design are sufficiently covered in TPF6.a - Activity Work Schedule	(5)
b. All of the required key personnel are covered in TPF4- Team Composition and Tasks	(5)
c. There is a clear presentation of interdependency of work activities, such as PERT/CPM, as shown in TPF6.b.	(5)
d. The work plan integrates interactions among the bidder, LGUs representative, and other government offices, in TPF3- Description of the Methodology and Work Plan, and/or TPF6.a and TPF6.b – Activity Work Schedule	(5)
B. Interpretation of Project Problems, Risks and Suggested Solutions	20
Interpretation of problems and risks that may be encountered in performing the Design Services	10
There is a clear discussion on possible problems and risks based on actual site inspection.	(10)
Appropriateness or doability of suggested solutions to the problems and risks.	10
a. The suggested solutions are responsive to the problems and practicable, as stated in TPF2- Comments and Suggestions of designer in the MPSS by the Procuring Entity	(5)
b. There is a clear discussion on how the proposed solutions shall be carried out in TPF2 and TPF3.	(5)
Grand Total	100

c. Quality of Personnel

For this criterion the bidder must meet the minimum manpower requirements as stated in BDS Clause 10.4.

During the bid evaluation stage the Procuring Entity may require the prospective Bidders to make an oral presentation of its technical proposal within fourteen (14) calendar days after the opening of bids.

If the bidder passes the meets the Technical Proposal requirements and criteria, the BAC shall declare as "technically complying." All technically complying bidders shall be treated on the same footing for purposes of the evaluation of the Financial Proposals.

3. Evaluation of Financial Proposals

The financial envelope of "technically complying" bids shall be opened to the public. The BAC, during the second stage of bid opening shall be checking the **Second Envelope** of each Bidder against **Section IX. Checklist of Technical and Financial Documents,** to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Each "passed" bid shall be evaluated using non-discretionary criteria - including arithmetical corrections for computational errors - as stated in the Bidding Documents, to determine the correct total calculated bid prices. The BAC shall automatically disqualify any total calculated bid price which exceeds the ABC. The total calculated bid prices (not exceeding the ABC) shall be ranked, in ascending order, from lowest to highest. The bid with the lowest total calculated bid price shall be identified as the Lowest Calculated Bid (LCB).

10. Post-Qualification and Award of the Contract.

This section shall comply with the provisions of Section 12, Annex "G" of the 2016 Revised Implementing Rules and Regulations of R.A. 9184 (updated as of March 31, 2022).

11. Design and Build Period

The Winning Bidder/Contractor shall commence actual works upon the issuance by the Procuring Entity the Notice-To-Proceed.

The Winning Bidder/Contractor shall complete the DAED within forty five (45) calendar days including the securing all necessary permits and licenses for its implementation. Upon approval, the Contractor/Winning Bidder shall start the Construction Phase of the Project/Contract.

The Contractor shall complete the Contract within Six hundred sixty (660) calendar days upon receipt of NTP.

Section VII. Other References

1. Annex 1 – Deed of Usufruct (with Ammendment)

DEED OF USUFRUCT

THE PUBLIC IS INFORMED:

This Deed of Usufruct (Agreement) made and entered into and between:



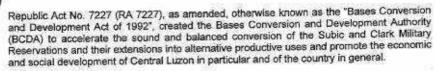
PROVINCIAL GOVERNMENT OF PAMPANGA, represented by the Provincial Governor, DENNIS G. PINEDA with office address at Capitol Building, Capitol Compound, City of San Fernando Pampanga, duly authorized for the purpose of this Agreement by virtue of Sangguniang Panlalawigan Resolution No. 5567, dated 29 July 2019, (attached as Annex "A" and made an integral part of this Agreement) hereinafter referred to as the "PROVINCE OF PAMPANGA";

and

CLARK DEVELOPMENT CORPORATION, a government-owned and controlled corporation, created by virtue of Executive Order No. 80, Series of 1993, with principal address at Bidg. 2122 E. Quirino Street, Clark Freeport Zone, Philippines 2023, represented by its President and Chief Executive Officer, NOEL F. MANANKIL, duly authorized for the purpose of this Agreement by virtue of Board Resolution No. AOM-06-04, series of 2020 (attached as Annex "B" and made an integral part of this Agreement) hereinafter referred to as "CDC"

Collectively known as the "Parties" and individually as a "Party"







Pursuant to Section 15 of RA 7227, as amended, Presidential Proclamation No. 163, series of 1993 was promulgated creating the Clark Special Economic Zone (CSEZ) covering lands formerly occupied by the Clark Military Reservations and its contiguous extensions, designating the BCDA as the governing body thereof.

Executive Order No. 80 (EO 80), series of 1993, authorized the establishment of CDC as the implementing arm of the BCDA and the development authority for the CSEZ and the Clark Freeport Zone (CFZ) created pursuant to Republic Act No. 9400 (RA 9400), amending Section 15 of RA 7227.

Republic Act No. 7160, otherwise known as the "Local Government Code of 1991," provides that the provincial governor as the local chief executive has the power and authority to enter into contracts to provide adequate social and health care services to its constituents, especially the underprivileged, upon authority of the Sangguniang Panlalawigan.



CDC as part of its Community Relations Projects (CRP) and Corporate Social Responsibility (CSR) program extends its assistance to its stakeholders, in collaboration with the PROVINCE OF PAMPANGA that will also benefit its locators and contiguous municipalities.

On 07 August 2019, the **PROVINCE OF PAMPANGA** requested for the allocation and free use of a land area within the CFZ, at least two thousand (2,000) square meters in size, for the construction and establishment of the Diosdado P. Macapagal Memorial Provincial Annex Hospital (hereinafter "the Project"), a public hospital the primary objective of which is to cater to the health needs of CDC employees, its locators and their respective workforces, as well as the constituents of Pampanga and contiguous municipalities, particularly those who cannot afford the cost of services of a private hospital.

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In response to Province of Pampanga's request, on 09 August 2019, the CDC Board of Directors issued Board Resolution No. SM-08-08 series of 2019, attached as Annex "C" herein, approving in principle the request of PROVINCE OF PAMPANGA further to the Project, subject to the finalization of the governing terms and conditions between the Parties.

Furthermore, on 26 June 2020, given the supervening negotiations and pending the execution of the Agreement, the CDC Board of Directors approved the amendment of the land allocation stated in Board Resolution No. SM-08-08 series of 2019 to five thousand (5,000) square meters, subject to the finalization of the terms and conditions between the Parties, attached herein as Annex "D".

During its meeting held on 27 August 2020, the CDC Board of Directors issued Board Resolution No. ______ dated 27 August 2020, attached as Annex "E" herein, approving the execution of this Deed of Usufruct subject to the terms and conditions contained in this Agreement.

ACCORDINGLY, for and in consideration of the foregoing premises and the covenants hereinafter stipulated, the parties hereby agree as follows:

ARTICLE I PURPOSE OF THIS AGREEMENT

Purpose of the Agreement. This Agreement sets forth the obligations of the parties and it is an affirmation that the Parties hereto shall cooperate and exert all efforts to realize the completion of the Project and faithfully undertake their respective responsibilities agreed hereunder.

ARTICLE II THE PROPERTY

The property subject of this Agreement is a percel of land which is located inside the CFZ, containing an area of at least Five Thousand square meters (5,000 sq.m.) as shown in the attached lot survey (Annexes "F", "F-1" and "F-2"), hereinafter referred to as the "Property".

ARTICLE III USE OF THE PROPERTY

The PROVINCE OF PAMPANGA is allowed to construct and establish, at its own expense, the Diosdado P. Macapagal Memorial Provincial Annex (the "Hospital Annex"), within the area allocated and turned-over by CDC. The property is exclusive for Hospital use.

The purpose and use of the Property shall not be modified, altered or amended.

ARTICLE IV PERIOD OF THE USUFRUCT

The usufruct granted to PROVINCE OF PAMPANGA under this Agreement shall be for a period of Twenty five (25) years, renewable for another Twenty five (25) years, subject to renewal upon mutual and written agreement of the Parties. It may however be terminated by CDC if the Property is not being utilized for the purpose/s enumerated in this Agreement.

ARTICLE V DUTIES AND OBLIGATIONS OF THE PARTIES

Section 1. Obligations of the PROVINCE OF PAMPANGA.

Page 2 of Y





The PROVINCE OF PAMPANGA shall -

- a. Construct and establish the Hospital Annex within the allocated area turned-over by CDC. For this purpose, the PROVINCE OF PAMPANGA shall Issue a Certificate of Acceptance of the allocated land area on an "As-is Where-is" basis.
- Secure building permits from CDC and other required permits from concerned government agencies prior to any development or construction on the Property;
- c. Seek prior approval of CDC whenever it shall undertake any new or additional construction on the Property for purposes of issuances of necessary permits and to ensure that the Property will be used for purposes enumerated herein;
- d. Construct the said Hospital Building within three (3) years from the signing of this Agreement, subject to extension as may be agreed upon by the Parties.
- e. Fund the operations of the Hospital Annex to ensure accessible and low-cost health services to those referred by CDC including, but not limited to, its employees and directors, and their families, its locators and their respective workforces, as well as the constituents of Pampanga and its contiguous municipalities;
- f. Secure assistance from other government agencies and instrumentalities such as the Department of Health (DOH), Philippine Amusement and Gaming Corporation (PAGCOR), Philippine Charity Sweepstakes Office (PCSO), and Office of the President (OP), for funding and technical support to modernize and maintain the quality of service and the facilities and equipment of the Hospital Annex;
- g. Encourage medical specialists in tertiary government hospitals such as the Philippine Heart Center, National Kidney and Transplant Institute, and Philippine General Hospital to hold clinics in the Hospital Annex and to provide professional services and lend their expertise to patients in the Hospital Annex;
- Extend financial assistance to qualified and needy patients of the Hospital Annexin accordance with Sangguniang Panlalawigan of Pampanga Ordinance No. 730;
- i. Preserve and protect the Property;
- j. Insure the Property, including its interest in all immovable facilities and improvements, in an amount equal to the maximum insurable value and adjusted yearly commensurate to the increasing value of CDC's insurable interest. All premium(s) for such insurance coverage shall be for the account of PROVINCE OF PAMPANGA.

The insurance coverage shall be secured from the GSIS within thirty (30) days from the date of transfer of CDC of the Property to PROVINCE OF PAMPANGA, wherein CDC shall be designated as the sole beneficiary. The insurance coverage shall be renewed annually during the effectivity of this Agreement.

In case of loss or damage to the Property including the immovable facilities and improvements thereon, during the effectivity of this Agreement, CDC may at its option, repair, reconstruct or restore the lost or damaged property using the proceeds from the insurance and in case the insurance proceeds are insufficient, PROVINCE OF PAMPANGA shall provide the necessary funds to augment the insurance proceeds; and

k. The PROVINCE OF PAMPANGA shall hold CDC, its directors, officers, employees, agents and authorized representatives free and harmless from any liability including to third parties in relation to or arising out of this Agreement and its implementation, including but not limited to actions based on death, injury, damage to property and the like, filed against PROVINCE OF PAMPANGA, its contractors, laborers, assigns and successors.

Page 3 of 7

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Section 2. Obligations of CDC.

CDC shall-

- Turn over the identified land area to the PROVINCE OF PAMPANGA on an "As-is Where-is" basis:
- Allow PROVINCE OF PAMPANGA to enjoy possession and use of the Property only to the extent necessary to carry out the purpose/s enumerated under Article III. of this Agreement, and
- Issue the necessary permits for the Project, subject to compliance of PROVINCE OF PAMPANGA with existing applicable legal and regulatory requirements.

ARTICLE VI POSSESSION OF THE PROPERTY

For purposes of this Agreement, the **PROVINCE OF PAMPANGA** shall be entitled to the enjoyment of the Property, including the right to enjoy the benefits and derive all advantages therefrom during its term as provided in Article IV of this Agreement, with the obligation to return the same, together with its improvements, at the time of its termination.

ARTICLE VII RESCISSION OR TERMINATION

Section 1. The Parties may pre-terminate the Agreement upon the occurrence of any act that constitutes as a violation of the PROVINCE OF PAMPANGA of any of the terms and conditions stated in this Agreement

In such cases, CDC shall be entitled to terminate this Agreement without need of judicial action by giving notice of such termination to PROVINCE OF PAMPANGA within thirty (30) days prior to the Intended date of effectivity

Section 2. In any event, if this Agreement is cancelled or terminated, the PROVINCE OF PAMPANGA shall be given at least sixty (60) calendar days to wind-up its operations existing on the subject Property prior to the intended date of effectivity.

Section 3. Upon the termination or cancellation of this Agreement, the possession, use and enjoyment of the Property, as well as the ownership of the permanent / immovable improvements therein, shall automatically vest to CDC without cost and without need of demand or judicial intervention. Relative thereto, CDC is hereby authorized to enter into and repossess the Property by taking such measures as may be needed to effect such action, without need of any court order.

Section 4. Reversion. The Property shall automatically revert to CDC, its assignee or successors-in-interest upon the occurrence of any of the following:

- 4.1. Termination of this Contract;
- 4.2. Pre-termination of this Contract pursuant to Section 1 of this Article;
- 4.3. PROVINCE OF PAMPANGA ceases to use the property for the intended purpose stated in this Agreement.
- 4.4. A law or any other legal instrument expressly provides that the Property shall revert to the owner;
- 4.5. Those other grounds specified under Civil Code of the Philippines.

Page 4 of 7

ROMMEL C. MARCISO Assistant Proprincipal Clark Teveloppisht Rofporation

NOEL F. MANANKIL President/CEO fair Development Corporation In any case, PROVINCE OF PAMPANGA shall peacefully vacate and deliver the physical possession of the Property to CDC, its assigns and its successors-in-interest in good condition, subject to reasonable weer and tear, within sixty (60) days from receipt of notice of termination or upon expiration of this Contract.

ARTICLE VIII SUCCESSORS AND ASSIGNS

Section 1. The covenant and conditions provided herein shall bind and benefit the Parties and their respective successors, assigns, executors, and administrators, subject to the conditions and limitations herein before specified.

Section 2. The PROVINCE OF PAMPANGA shall not be allowed to assign the rights vested thereto by this Agreement without prior written consent of CDC. Any violation of this provision shall cause the termination of this Agreement, subject to provisions stated in Article JV herein.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 1. Proper Authorization. The parties to this Agreement warrant that they are respectively represented by their responsible officers duly empowered by proper authorizations.

Section 2. Relationship between the Parties. This Agreement does not and shall not create an employer-employee relationship, a partnership and/or principal and agent between the parties nor between their respective officers, employee and/or representatives.

Section 3. Warranty Against Corruption. The Parties warrant that, their respective officers, employees and/or members of its Board of Directors/Sangguniang Panialawigan has/have not offered any officer, employee and/or member of the Board of Directors of any of the parties herein, any consideration, in whatever from or amount, nor has any party exerted or utilized any corrupt or unlawful acts or influences to secure or solicit the approval of this Agreement.

Likewise, the Parties warrant that, their respective officers, employees and/or members of its Board of Directors/Sanggunlang Panialawigan shall not pay nor give any consideration, in whatever form and amount, other than those expressly stipulated herein, nor subcontract any portion or portions of their obligations under this Agreement, through any person, officer, employee or member of the Board of Directors/Sangguniang Panialawigan of any other party herein who is directly or indirectly involved in the negotiation, perfection and/or implementation of this Agreement, nor to any company in which said officer, employee or director has a financial interest.

Any violation of these certification/warranties shall constitute a sufficient ground for the automatic termination of this Agreement without the need of any court action, and without prejudice to the filing of administrative, civil or criminal actions under applicable laws.

Section 4. Dispute Resolution. Any dispute arising or in connection with this Agreement shall be amicably settled by the parties through any of the applicable alternative modes of dispute resolution. If no resolution is attained within thirty (30) days or such period as may be agreed upon by the Parties, any dispute arising out of or in relation to this Agreement shall be settled by arbitration. Should court action be necessary, such action shall be filed in the competent court(s) of Angeles City, to the exclusion of other courts.

Section 5. Entire Agreement. This Agreement constitutes the entire and complete agreement among the parties herein and no other terms and conditions, verbal or otherwise, not herein expressly contained, shall affect, change or modify or in any manner after the provision herein agreed upon unless such change, modification, addition or alteration is expressly stipulated in writing, signed by all the Parties and duly notarized. Any amendment, modification or changes to this Agreement shall only become effective and binding upon the parties when made in writing and signed by both parties:

Page 5 of 7

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Rogues C. Surriciso Susanggister President v. Development Corporation





Section 6. Notices. Any notice, request or other communication required to be given hereunder shall be in writing and shall be delivered personally or transmitted by, electronic mail, facsimile or be registered mail, postage prepaid, as follows:

a) TO THE PROVINCE OF PAMPANGA:

Name : DENNIS G. PINEDA Position : Provincial Governor

Address : Capitol Building, Capitol Compound, City of San Fernando Pampanga

Tel. No. : (045) 925-0050

b) TO CDC:

Name : NOEL F. MANANKIL

Position : President and Chief Executive Officer Company : CLARK DEVELOPMENT CORPORATION

Address : Bldg. 2122, E. Quinno St. Clark Freeport Zone, Philippines

Tel. No. : (045) 533-2042 Telefax : (045) 599-2507

Section 7. Separability Clause. If any part, term or provision of this Agreement will be held invalid, illegal or unenforceable in any respect, under any applicable law or decision, the validity, legality and enforceability of the remaining provisions not affected thereby shall not be impaired, provided, that the legal substance of the transaction contemplated herein is not affected in any manner materially adverse to any party. In the event of such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purpose hereof.

Section 8. Waiver. No waiver of any provision nor consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the concerned party for that specific purpose, extent and instance so provided.

Furthermore, notwithstanding the provisions of Article V Section 1 of this Agreement, CDC maintains its authority to regulate all activities resulting from the implementation of the Project, to assure the enforcement of policies, rules and regulations applicable within its jurisdiction further to its mandate under Republic Act No. (RA) 7227, as amended by RA 9400.

Section 9. Review of the Office of the Government Corporate Counsel - This Agreement shall be subject to the review of the Office of the Government Corporate Counsel, the comments of which shall be deemed incorporated herein.

SIGNED BY the parties on	at	72
Philippines.		er over the same
PROVINCIAL GOVERNMENT OF RAMPANGA	CLARK DEVELOPM	ENT CORPORATION
DENNIS G. PINEDA Provincial Governory	NOEL F. N President and Chie	M IANANKIL lg If Executive Officer
Signed in	the presence of:	
Among		and the second s
ATT CHARLES CHUA	ROMMEL O	ce President
Provincial Administrator		•
		Page 6 of 7
- IX		

ACKNOWLEDGMENT

PARTIES	PROOF OF IDENTITY	DATE/PLACE ISSUE
	IDENTITY	
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Page 7 of 7





01 December 2020

HON. DENNIS G. PINEDA Governor PROVINCE OF PAMPANGA Pampanga Provincial Capitol City of San Fernando, Pampanga

Dear Governor Pineda:

We refer to the Deed of Usufruct (DOU) between CDC and Province of Pampanga signed on 01 September 2020 particularly on the provision under Art. II referring to the **Property**.

In response to the request for additional land area for the construction and establishment of the Diosdado P. Macapagal Memorial Provincial Annex Hospital, the CDC Board of Directors approved on 22 October 2020¹ the amendment of the DOU. The following amendment to the DOU is hereby being made:

OLD PROVISION	ON CORRECTED PROVISION	
Property	Property	
5,000 sq.m located at Lot CIAC-A1 along Mabalacat-Angeles road Southern Gateway	9,259 sq.m located at Lot CIAC-A1 along Mabalacat-Angeles road Southern Gateway	

Any and all other provisions of the DOU (Please see attached copy of DOU for reference), as amended, that are not contrary to the foregoing amendment shall remain valid and continue to be in full force and effect, and shall be interpreted in accordance with Philippine Laws.

This Letter Amendment shall form an integral part of the DOU and shall take effect upon signing by the parties.

ENGR. MARIZA O., MANDOCDOC

Officer-in-Charge 4 1

Office of the President and CEO

HON. DENNIS G. PINEDA

Governor

Signed in the presence of:

ROMMEL C. NARCISO
Assistant Vice President for External Affairs

ATTY CHARLES. CHUA Provincial Administrator

1 Board Resolution No. RM-10-07, Series of 2020 (attached as Annex "A" and made an integral part hereof).

OFFICE OF THE PRESIDENT AND CED

JD MEMBER OF THE BCDA GROUP"

Zone, Philippines 2023 *Tel. No.: (6345) 599-9000 (connecting all depts.) fo@clark.com.ph Website: www.clark.com.ph

ACKNOWLEDGEMENT

Before me, a Notary Public in _____, on _____ appeared the following persons and exhibited to me their respective government issued identification cards bearing their photograph and specimen signature as competent of their identities, to wit:

NAME	GOVERNMENT ISSUED INDENTIFICATION CARD	PLACE/DATE OF ISSUE/EXPIRY DATE
Hon, Dennis G. Pineda		
Engr. Mariza O. Mandocdoc		

They are known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed represent their voluntary act and those of the corporations they represent.

The contract refers to a Letter of Amendment of the DOU between CDC and Province of Pampanga consisting of ____ (__) pages/s, including its Annexes and this page on which this Acknowledgement is written, duly signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place above stated.

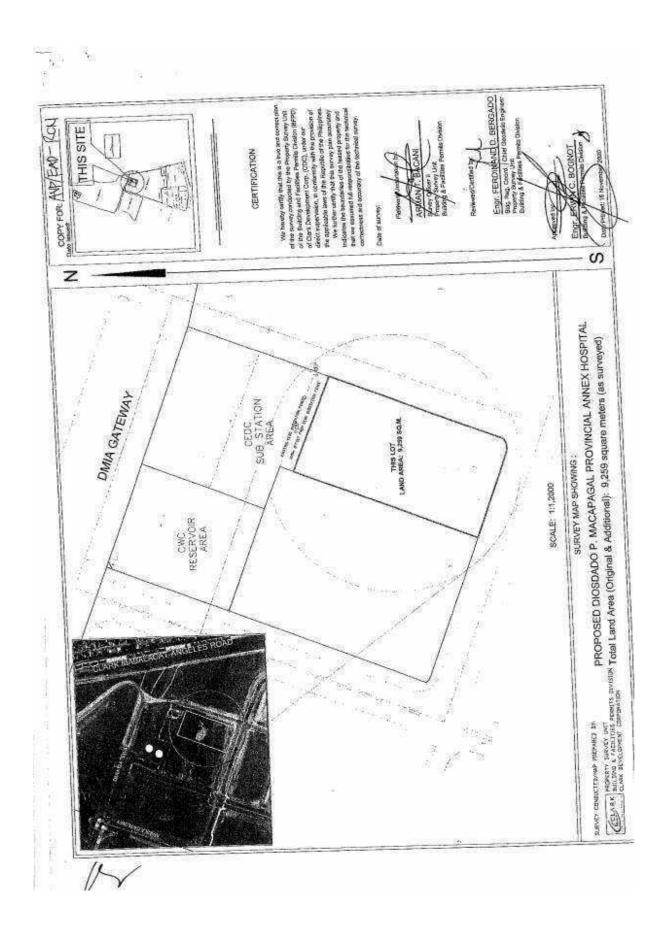
Doc. No. _ 216; Page No. ____65 ;

Book No. ___XX Series of 2020. XXW;

Notary Public Notary Public Notarial Commission No. 24-19

Until December 31, 2020 in the City of Son Fernande, Pampanga 2nd Floor, UZ Bidg., McAribut Highway, Duters, City of Son Fernande, Pampanga PTR No. 6582579; Pampanga, 19620 IBP OR No. 099602; Pampanga, 122049

MCLE Complance No. VI-22228; 4/2/19 Atterney's Roll No. 47549



2. Annex 2 - SP Ordinance 807



Republic of the Philippines PROVINCE OF PAMPANGA City of San Fernando

SANGGUNIANG PANLALAWIGAN

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE 10th
SANGGUNIANC PANLALAWIGAN OF PAMPANGA UNDER THE LOCAL GOVERNMENT
CODE OF 1991 HELD ON OCTOBER 25, 2021 AT THE
SESSION HALL, LEGISLATIVE BUILDING, CITY OF SAN FERNANDO, PAMPANGA

PRESENT:

Hon. Lifta C. Frieda

Hon. Cherry B. Manalo
Hon. Mykri F. Cayabysb
fron. Rosve V. Henson
Hon. Rolando D. Balkings
Hon. Ferdinand F. Labung
Hon. Benjamin D. Jocson
Hon. Nelson F. Calara
Hon. Cliga Frances D. Dizon
Hon. Anthony Joseph S. Torras

Hon, Ananias L. Cenias, Jr. Hon, Venancio S. Macapagai Hon, Renato L. Mutuc Hon, Cabriel Moshe T. Latson ABSENT.

None

- Presiding Officer

(Vice-Covernor)
- Member
- Member

- Member - Member - Member - Member - Member - Member

- Member - Member - Member - Member - Member - Member - Member

- Member

ORDINANCE NO. 807

AN ORDINANCE ESTABLISHING THE DIOSDADO P. MACAPAGAL MEMORIAL HOSPITAL ANNEX IN THE CLARK FREEPORT ZONE, ANGELES CITY, PAMPANGA.

Spansors

All Members

SE IT ORDAINED BY THE SANGGUNIANG PANLALAWIGAN OF THE PROVINCE OF PAMPANCA, in regular session assembled that:

Section 1. Short title. This Ordinance shall be known as the Diosidado P. Macapagal Memorial Hospital Annex Ordinance or DMPMPI-A Definance of 2021.

Section 2. Declaration of Policy, it is the policy of the Province of Pampange to protect and promote the right to health of the Repampangans and to leath health consciousness among them. The Province shall adopt an integrated and comprehensive approach to health development. Further, the Province shall protect the interest and well-being of the Kapampangans especially the marginalized.

Section 3. Establishment of the Diosdado P. Macapagal Memorial Hospital Annea. There is hereby established the Diosdado P. Macapagal Memorial Hospital - Annea
in the Clark Freeport Zone, Angeles City, Pampanga in accordance to the guidelines and
standard set up by the Department of Health. The hospital with at least 2rd level of care and
50, bed capacity, shall be developed consistent with the health care needs of the
Kapangangan workers employed by various locators and opmpanies in the Clark Freeport
Zone as well as other constituents of other neighboring towns and provinces. The hospital
shall be under the full administrative supervision of the Provincial Government of
Pampanga.

Section 4. Objectives. To ensure the availability, accessibility and affordability of builty health care, the Dioxdado P. Macapagai Memorial Hospital-Annies shall have the following main objectives.

a.) Provide comprehensive health care that includes the promotion, prevantion, curative and rehabilitation report of health services to all Kapampangen workers employed by various focators and companies in the Clark Freeport Zone and other constituents especially the needy residing in the neighboring towns, cities and provinces;

- b.) Work for the realization of the advocacy and mandate of the Province of Pampanga in providing customer-friendly, accessible and affordable, quality health careservices to its constituents;
- c.) Set up systems that will effectively monitor condition of patients and to generate relevant health information and data for policy formulation; and
- d.) Participate in the health care provider networks and arrangements relative to the implementation of RA No. 11223, or the Universal Health Care Act.

Section 5. Organizational Structure and Staffing Pattern. To manage and oversee its operation and ensure its sustainability, safe and quality maintenance at all times, the Provincial Health Officer III, the Provincial Budget Officer and the Provincial Human Resource and Development Officer shall prepare the organizational structure and staffing pattern for the Diosdado P. Macapagal Memorial Hospital-Annex in accordance to the Revised Standards on organization structure and staffing pattern for Government Hospitals CY 2013 Edition as prescribed under Joint Circular No. 2013-1 of the Department of Budget and Management and Department of Health.

Section G. Appropriations. The Provincial Budget Officer shall include in the Provincial Health Office's Program the Implementation of this Ordinance, the funding of which shall be included in the Annual Budget of the Provincial Government of Pampanga.

Section 7. Separability Clause, If any provision of this Ordinance is held invalid or unconstitutional, the same shall not affect the validity and effectivity of the other provisions hereof.

Section 8. Repealing Clause. All Ordinances, Resolutions, Executive Orders, Rules and Regulations contrary to or inconsistent with the provisions of this ordinance are hereby repealed or modified accordingly.

Section 9. Effectivity Clause. This Ordinance shall take effect immediately upon approval and after the same has been posted in the Bulletin Board at the Capitol Building, City of San Fernando, Pampanga.

APPROVED.

I HEREBY CERTIFY to the correctness of the above-quoted Ordinance.

MARIA THERESA P. GUEVARRA Secretary to the Sanggunian

MANULUNUM

ATTESTED:

APPROVED:

DENNIS G. PINEDA

Vice-Governor) esteling Officer in

Date of Approval: 15007

page 2- Ordinance No. 807

3. **Annex 3 - SP Ordinance 822**



Republic of the Philippines PROVINCE OF PAMPANGA City of San Fernando

SANGGUNIANG PANLALAWIGAN

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE 10" SANGGUNIANG PANLALAWIGAN OF PAMPANGA UNDER THE LOCAL GOVERNMENT CODE OF 1991 HELD ON APRIL 18, 2022 AT THE SESSION HALL, LEGISLATIVE BUILDING, CITY OF SAN FERNANDO, PAMPANGA

PRESENT:

Hon, Lilia G. Pineda

 Vice-Covernor (Presiding Officer)

Hon, Cherry D. Manalo

Member

Hon, Mylyn P. Cayabyab Hon. Rosve V. Henson

- Member - Member

Hon. Rolando D. Balingit Hon, Ferdinand P. Labung

 Member - Member

Hon, Benjamin D. Jocson Hon, Nelson T. Calara

- Member - Member

Hon. Olga Frances D. Dizon

- Member - Member

Hon. Anthony Joseph S. Torres Hon, Ananias L. Canlas, Jr.

- Member - Member

Hon. Venancio S. Macapagal Hon. Renato L. Mutuc

- Member

Hon, Gabriel Moshe T. Lacson

- Member

ARSENT

None

ORDINANCE NO. 822

AN ORDINANCE RENAMING THE DIOSDADO P. MACAPAGAL MEMORIAL HOSPITAL ANNEX IN THE CLARK FREEPORT ZONE, ANGELES CITY TO PAMPANGA PROVINCIAL HOSPITAL - CLARK.

All Members Sponsors:

WHEREAS, on October 25, 2021, the Sangguniang Panialawigan of the Province of Pampanga enacted Ordinance No. 807, series 2021 establishing the Diosdado P. Macapagal Memorial Hospital Annex in the Clark Freeport Zone, Arigeles City;

WHEREAS, Diosdado P. Macapagal Memorial Hospital Annex in the Clark Freeport Zone, Angeles City will be the first government hospital to be established inside the economic zone that will cater and provide quality and affordable healthcare services to the thousands of employees within the Clark Freeport Zone;

WHEREAS, Governor Dennis G. Pineda, in his letter dated April 13, 2022 is requesting to rename the Diosdado P. Macapagal Memorial Hospital Annex in the Clark Freeport Zone, Angeles City to Pampanga Provincial Hospital - Clark to be short and simple that carries the name of the province; and

WHEREAS, in view of foregoing consideration, the Sangguniang Panialawigan grants the request of Governor Dennis G. Pineda renaming the Diosdado P. Macapagal Memorial Hospital Annex to Pampanga Provincial Hospital - Clark:

NOW THEREFORE,

BE IT ORDAINED BY THE SANGGUNIANG PANLALAWIGAN OF THE PROVINCE OF PAMPANGA, in regular session assembled, that:

Section 1. Title. This Ordinance shall be known as "An Ordinance renaming the

Section 2. Renaming of the Diosdado P. Macapagal Memorial Hospital Annex. The Diosdado P. Macapagal Memorial Hospital Annex in the Clark Freeport Zone, Angeles City is hereby renamed as the Pampanga Provincial Hospital - Clark.

Section 3. Official Records and Documents. All official records and documents including Ordinances and Resolutions bearing the name Diosdado P. Macapagal Memorial Hospital Annex are hereby deemed changed/amended. During the transition however, those previously printed official records, Ordinances and Resolutions and other documents bearing the name Diosdado P. Macapagal Memorial Hospital Annex are changed to Pampanga Provincial Hospital-Clark.

Section 4. Effectivity Clause. This Ordinance shall take effect immediately upon approval and after the same has been posted in the Bulletin Board at the Capitol Building, City of San Fernando, Pampanga.

APPROVED.

I HEREBY CERTIFY to the correctness of the above-quoted Ordinance.

MARIA THERESA P. GUEVARRA Secretary to the Sanggunian

ATTESTED:

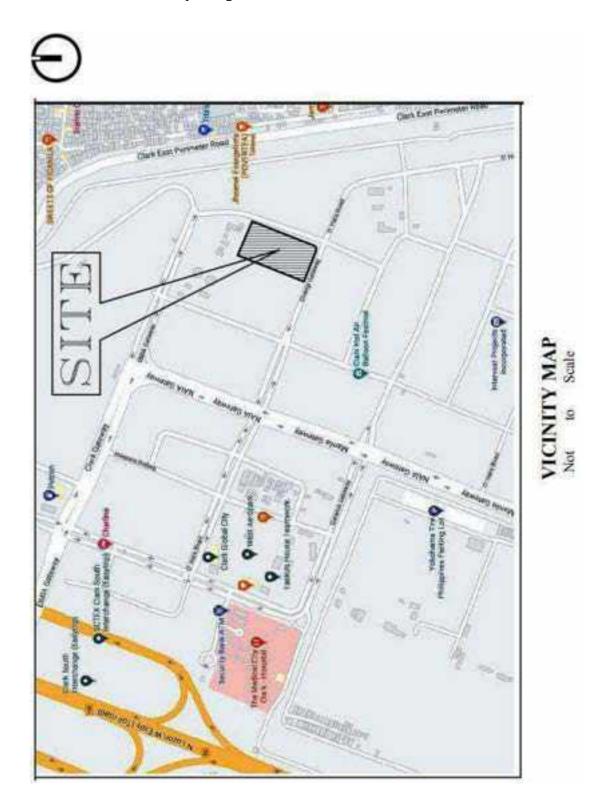
APPROVED:

Governor MAY 1 3 2022

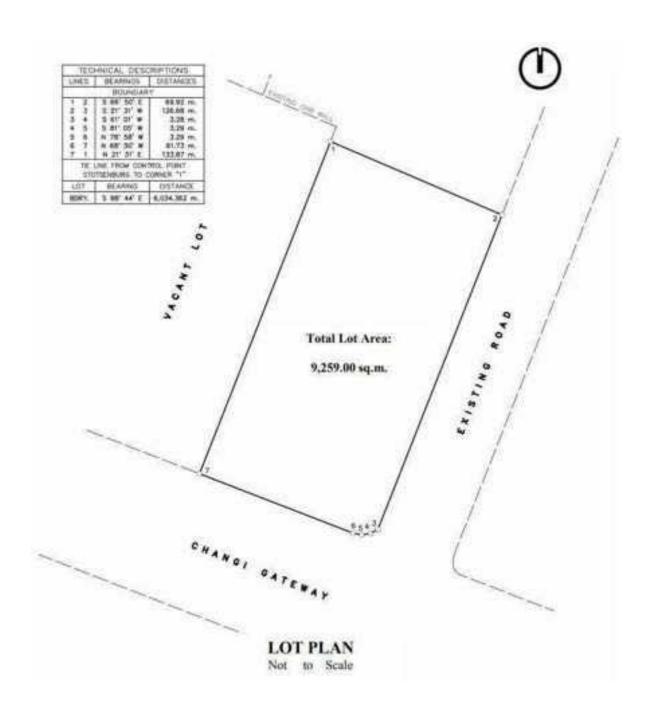
Wice-Governor) Presiding Office

Date of Approval:

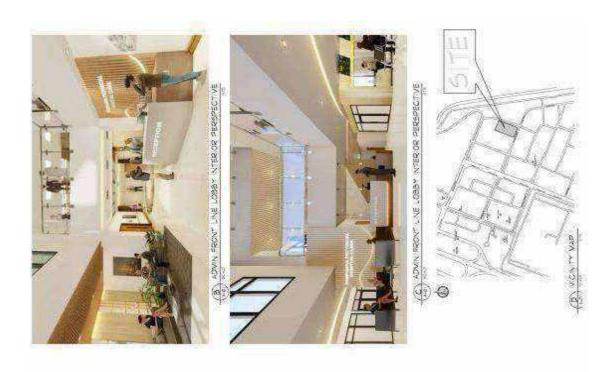
4. Annex 4 - Vicinity Map



5. Annex – 5 Lot Plan

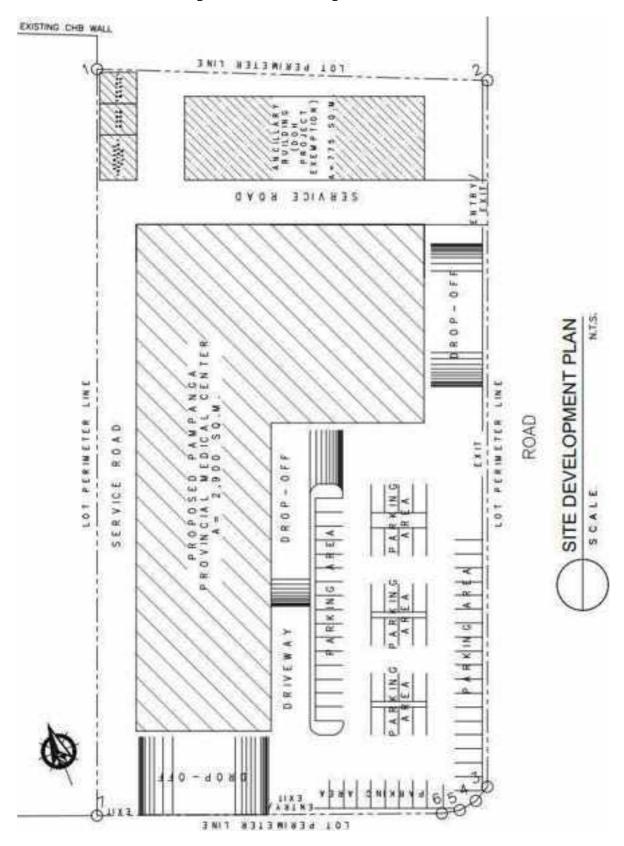


6. Annex 6 - Conceptual Architectural Plans

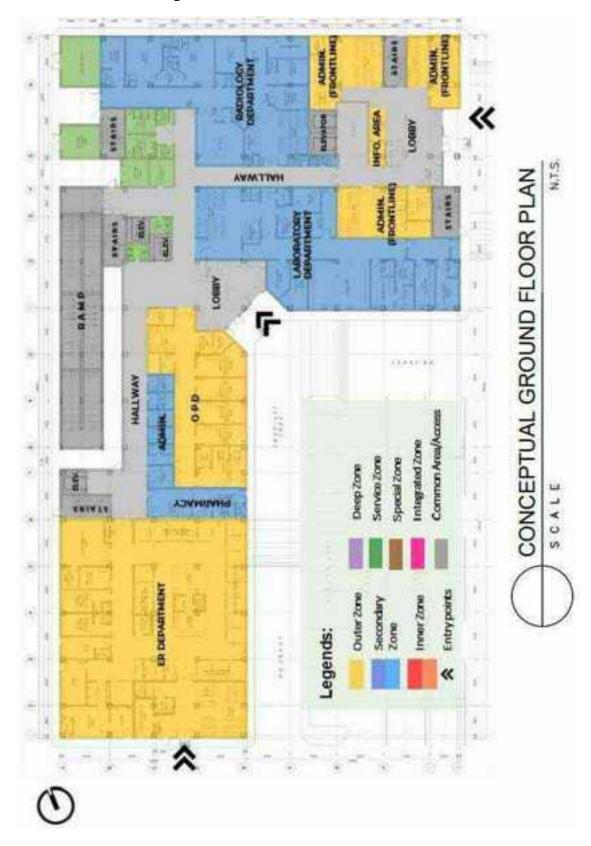




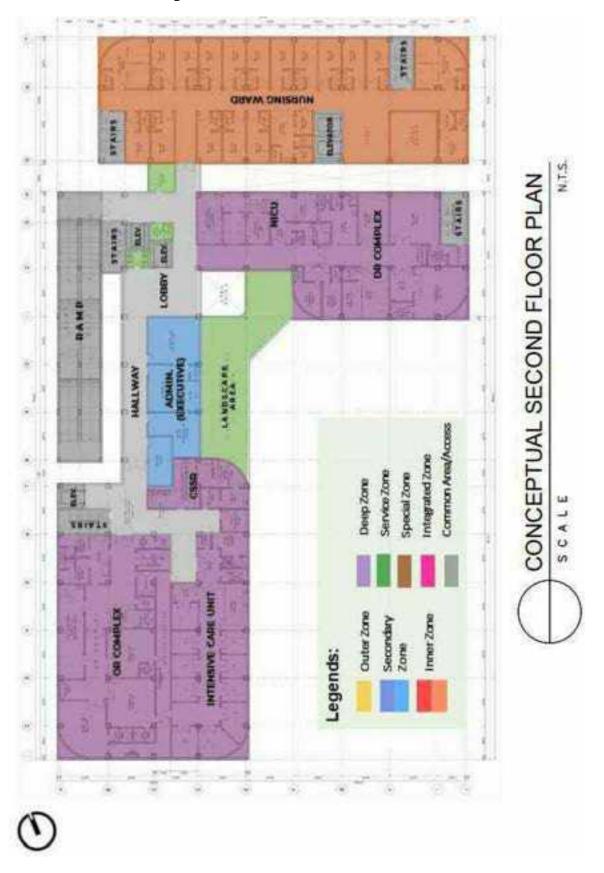
7. Annex 7 - Conceptual Site Development Plan



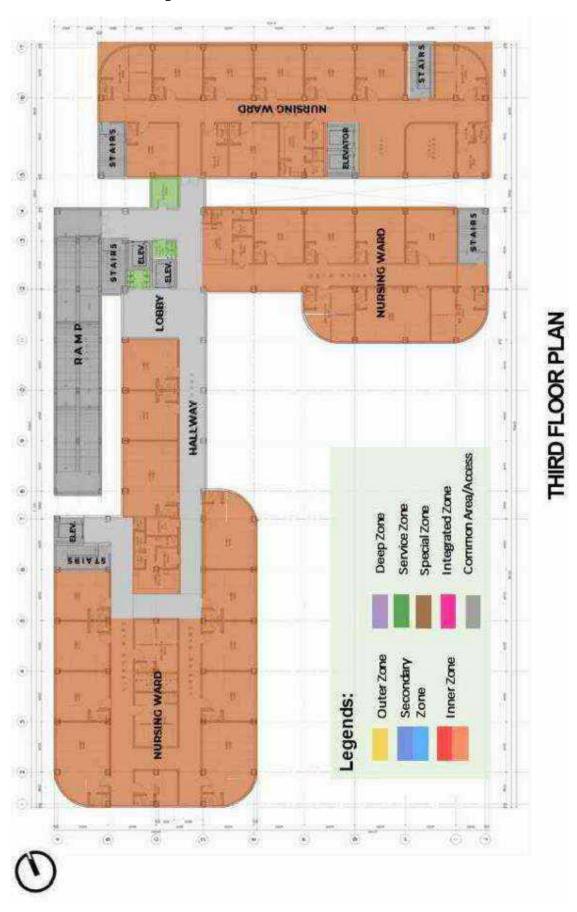
8. Annex 8 - Conceptual Ground Floor Plan



9. Annex 9 - Conceptual Second Floor Plan



10. Annex 10 Conceptual Third Floor Plan



11. Annex 11 – Annex "G" of the Revised 2016 IRR

The 2016 Revised Implementing Rules and Regulations - Annex "G"

ANNEX "G"

GUIDELINES FOR THE PROCUREMENT AND IMPLEMENTATION OF CONTRACTS FOR DESIGN AND BUILD INFRASTRUCTURE PROJECTS

1. SCOPE AND APPLICATION

These guidelines shall govern the procurement and implementation of contracts for design and build infrastructure projects and shall supplement applicable provisions of Republic Act No. 9184 (RA 9184) and its Revised Implementing Rules and Regulations (IRR) in particular Section 17.6 and Annex E.

2. PURPOSE

These guidelines are formulated to determine the conditions for the use of the design and build scheme for infrastructure projects and the procedures for the implementation thereof.

3. GUIDING PRINCIPLES

The procuring entity, prior to resorting to the design and build scheme, should consider the following advantages and disadvantages of said scheme:

3.1. Advantages:

- a) Since both design and construction are in the hands of the contractor, there is a single point of responsibility for quality, cost, and schedule adherence, including the risks related to design. This precludes buck-passing and finger-pointing between the designer and the builder.
- Because design and construction periods can overlap, the total design and construction time, as well as the final project cost, will be significantly reduced.
- c) The procuring entity is assured of quality considering that the larger responsibility implicit in the design-build scheme serves as motivation for high quality of the facility to be provided. Once the requirements of the procuring entity are defined in performance terms, the designer-builder is responsible for producing the results accordingly. The designer-builder warrants to the procuring entity that the design documents are complete and free from error.
- d) The procuring entity does not need to spend much time and money in seeing to it that the work is done by the contractor exactly as indicated by the design documents prepared by the designer, and in coordinating and arbitrating between separate design and construction contracts.

3.2. Disadvantages:

a) Procuring Entities should, however, take into account that in utilizing the design and build scheme for a particular project, contractors are given too much discretion in determining the project cost and there is difficulty in predicting its final cost until the actual commencement of construction.

- This, however, can be addressed by prescribing that the bid/contract price should not exceed the Approved Budget for Contract (ABC) of the procuring entity and that the contract price is a fixed lump sum amount.
- b) Considering that the extent of the integration of design and construction of the project is exceptionally dependent on the contractor, there may be cases when the end-result may not be exactly in accordance with what the procuring entity has required. These cases can be avoided if the procuring entity adequately defines the output or performance specifications and parameters.

4. DEFINITION OF TERMS

- a. Approved Budget for the Contract (ABC). This shall be a lump sum amount that shall cover the cost of design and construction works (at the option of the procuring entity) based on the conceptual design and performance specifications and in accordance with applicable provisions of the law or agency guidelines. The ABC shall be calculated based on either the approximate quantities of work of the conceptual design, from standardized designs or from cost records of previous projects of similar kind.
- b. Bidding Documents for Design and Build Scheme. These shall basically be similar to the Bidding Documents for infrastructure projects and shall also include the performance specifications and parameters to be followed by the design and build contractors and the method for allocation of risks for the design and build contract, among others.
- c. Conceptual Design. This shall describe the general idea of the procuring entity with regard to the completed facility and shall identify the scope or physical components and structures, specific outputs and requirements of the structures and proposed methods of construction, where necessary.
- d. Design and Build Projects. This refers to infrastructure projects where the procuring entity awards a single contract for the architectural/engineering design and construction to a single firm, partnership, corporation, joint venture or consortium.
- e. Performance Specifications and Parameters. The procuring entity shall define the required performance specifications and criteria and its means of measurement based on the operating outputs and in accordance with appropriate design and construction standards, legal and technical obligations and any other relevant government commitments as required by existing laws and regulations. It shall not be drawn up to favor a particular solution, design and construction method.
- f. Preliminary Investigations. These shall include, among others, information on soil, geotechnical, hydrologic, hydraulic, seismic, traffic, and environmental conditions that shall be used to define project design criteria, to set the basis for any changed conditions and establish preliminary project cost estimates.
- g. Preliminary Survey and Mapping. These shall determine boundaries and provide stationing along control lines to establish feature and design criteria

location, and identify existing and future right-of-way limits and construction easements associated with the procuring entity's conceptual design.

- Project Description. This shall define the objectives, purpose, limitations or constraints, as well as the allocation of risks between the procuring entity and the winning bidder.
- Utility Locations. The procuring entity shall provide information on existing utilities in and around the project's area.

5. CONDITIONS FOR THE USE OF THE DESIGN AND BUILD SCHEME

- 5.1. The Design and Build scheme shall be applied under any of the following cases:
 - For flagship, priority and fast track projects that need to be completed on a tight completion schedule, as included in the Medium-Term Public Investment Program (MTPIP) for national projects and in the Regional Development Investment Plan (RDIP) for regional and provincial projects;
 - For infrastructure projects requiring advanced engineering or construction technologies or whose intellectual property rights belong to private companies;
 - For infrastructure projects where design, equipment, plant and construction can be provided exclusively by a company or where manufacturer's knowhow is important in the construction of such facility; or
 - d. For small projects where there are previously approved drawings or standardized designs and an innovation in design and construction methods under the design and build scheme will result in lower costs and higher quality projects. Examples of these are school buildings, rural health units, among others.
- 5.2. All design and build projects shall be included in the Annual Procurement Plan (APP) of the procuring entity concerned and shall be subject to prior approval by the Head of the Procuring Entity or his/her duly authorized representative.

6. CREATION OF DESIGN and BUILD COMMITTEE

The procuring entity may create a Design and Build Committee (DBC) composed of highly technical personnel experienced in the field of architecture, engineering and construction in the particular type of project to be bid. The DBC shall assist the project management office (PMO) in the preparation of the conceptual design and performance specifications and parameters, review of detailed engineering design and supervision of the project. It shall, likewise, assist the Bids and Awards Committee (BAC) and the Technical Working Group (TWG) in the evaluation of technical proposals in accordance with the criteria set in the Bidding Documents.

7. PRELIMINARY DESIGN AND CONSTRUCTION STUDIES

No bidding and award of design and build contracts shall be made unless the required preliminary design and construction studies have been sufficiently carried out and duly

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approved by the Head of the Procuring Entity that shall include, among others, the following:

- I. Project Description
- Conceptual Design
- iii. Performance Specifications and Parameters
- iv. Preliminary Survey and Mapping
- v. Preliminary Investigations
- vi. Utility Locations
- vii. Approved Budget for the Contract
- viii. Proposed Design and Construction Schedule
- Minimum requirements for a Construction Safety and Health Program for the project being considered
- Tender/Bidding Documents, including Instructions to Bidders and Conditions of Contract

The above data are for reference only. The procuring entity does not guarantee that these data are fully correct, up to date, and applicable to the project at hand. The contractor is responsible for the accuracy and applicability of all data, including the above, that it will use in its design and build proposal and services.

The acquisition of right-of-way and the conduct of eminent domain proceedings shall still be the responsibility of the procuring entity, which shall include a preliminary budget for this purpose.

8. DETAILED ENGINEERING REQUIREMENTS

- 8.1. Upon award of the design and build contract, the winning bidder shall be responsible for the preparation and submission of all necessary detailed engineering investigations, surveys and designs in accordance with the provisions of Annex "A" of this IRR (with the exception of the Bidding Documents and the ABC).
- 8.2. The procuring entity shall ensure that all the necessary schedules with regard to the submission, confirmation and approval of the detailed engineering design and the details of the construction methods and procedures shall be included in the contract documents.
- 8.3. The procuring entity shall review, order rectification, and approve or disapprove for implementation only the submitted plans within these schedules. All instructions for rectification shall be in writing stating the reasons for such rectification. The design and build contractor shall be solely responsible for the

integrity of the detailed engineering design and the performance of the structure irrespective of the approval/confirmation by the procuring entity.

9. ELIGIBILITY REQUIREMENTS

- 9.1. The eligibility requirements for Design and Build infrastructure projects shall comply with the applicable provisions of Sections 23 to 24 of IRR.
- 9.2. A modified set of requirements integrating eligibility documents and criteria for infrastructure projects and consulting services shall be adopted, as follows:
 - Class "A" Documents (Legal, Technical and Financial Documents) and Class "B" Documents

The prospective bidder shall submit all the required Class "A" and Class "B" documents for infrastructure projects and the following:

- a) relevant statements of all on-going, completed, awarded but not yet started design/design and build related contracts, curriculum vitae of key staff, partners or principal officers; and
- b) valid licenses issued by the Professional Regulatory Commission (PRC) for design professionals.

ii. Eligibility Criteria

- a) The eligibility of design and build contractors shall be based on the legal, technical and financial requirements abovementioned. In the technical requirements, the design and build contractor (as solo or in joint venture/consortia) should be able to comply with the experience requirement under the IRR of R.A. 9184, where one of the parties (in a joint venture/consortia) should have at least one similar project, both in design and construction, with at least 50% of the cost of the ABC.
- b) If the bidder has no experience in design and build projects on its own it may enter into subcontracting, partnerships, or joint venture with design or engineering firms for the design portion of the contract.
- c) The relevant provisions under Section 23.4.2 of the IRR of R.A, 9184 on eligibility requirements shall be observed, with the following exceptions:

Joint ventures/consortia among Filipino contractors and consultants or among Filipino contractors and foreign consultants shall be allowed subject to pertinent laws and the relevant provisions of the IRR of R.A. 9184. The joint venture/consortia shall be jointly and severally responsible for the obligations and the civil liabilities arising from the design and build contract: *Provided, however,* That Filipino ownership or interest thereof shall be at least seventy five percent (75%): *Provided further,* That joint ventures/consortia in which Filipino ownership or

interest is less than seventy-five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by Filipinos and that Filipino ownership or interest shall not be less than twenty-five percent (25%): Provided, finally, that when the design services in which the joint venture wishes to engage involve the practice of professions regulated by law, all those who will actually perform the services shall be Filipino citizens and registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions and where foreign designers are required, the foreign designer must be authorized by the appropriate Philippine Government professional regulatory body to engage in the practice of those professions and allied professions.

10. SUBMISSION AND RECEIPT OF BIDS

- 10.1. In the submission of bids, the first envelope (Technical Proposal) shall contain all the required documents for infrastructure projects under Section 25.2(b) of the IRR of R.A 9184 and the following additional documents:
 - Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring entity;
 - ii. Design and construction methods;
 - List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data; and
 - iv. Value engineering analysis of design and construction method.
- 10.2. The second envelope (Financial Proposal) shall contain all the required documents for infrastructure projects under Section 25.3 of the IRR of R.A. 9184 and the following additional documents:
 - Lump sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid Form;
 - Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid; and
 - iii. Cash flow by the quarter and payments schedule.

11. BID EVALUATION

For the detailed evaluation of the design and build proposals a two-step procedure shall be adopted by the BAC, which may be undertaken with the assistance of the DBC.

11.1. First-Step Procedure:

- i. The first step of the evaluation shall involve the review of the preliminary conceptual designs and track record submitted by the contractor as indicated in the Bidding Documents using a nondiscretionary "pass/fail" criteria that involve compliance with the following requirements:
 - Adherence of preliminary design plans to the required performance specifications and parameters and degree of details;
 - Concept of approach and methodology for detailed engineering, design and construction 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;
 - Quality of personnel to be assigned to the project which covers 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;
- ii. For complex or unique undertakings, such as those involving highly specialized or advanced engineering technology, eligible bidders may be required, at the option of the agency concerned, to make an oral presentation within fifteen (15) calendar days after the deadline for submission of technical proposals.

11.2. Second-Step Procedure:

Only those bids that passed the above criteria shall be subjected to the second step of evaluation.

The BAC shall open the financial proposal of each "passed" bidder and shall evaluate it using non-discretionary criteria - including arithmetical corrections for computational errors - as stated in the Bidding Documents, and thus determine the correct total calculated bid prices. The BAC shall automatically disqualify any total calculated bid price which exceeds the ABC. The total calculated bid prices (not exceeding the ABC) shall be ranked, in ascending order, from lowest to highest. The bid with the lowest total calculated bid price shall be identified as the Lowest Calculated Bid (LCB).

12. POST-QUALIFICATION and AWARD OF THE CONTRACT

12.1. The LCB shall be subject to post-qualification in accordance with Section 34, Rule X of this IRR to determine its responsiveness to the eligibility and bid requirements. If after post-qualification the Lowest Calculated Bid is determined to be post-qualified it shall be considered the Lowest Calculated and Responsive Bid (LCRB) and the contract shall be awarded to the bidder. In case of post-disqualification of the LCB, the procedure under Section 34 shall also be followed.

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 - Quality of personnel to be assigned to the project which covers 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;
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- 12.2. The Head of the Procuring Entity shall approve or disapprove the recommendations of the BAC within a period not exceeding fifteen (15) calendar days from the determination and declaration by the BAC of the LCRB.
- The Head of the Procuring Entity concerned shall award the contract to the said bidder pursuant to the provisions of Section 37, Rule XI of this IRR.

13. CONTRACT IMPLEMENTATION

As a rule, contract implementation guidelines for the procurement of infrastructure projects shall comply with Annex "E" of this IRR. The following provisions shall supplement these procedures:

- 13.1. No works shall commence unless the contractor has submitted the required documentary requirements and the procuring entity has given written approval. Work execution shall be in accordance with reviewed and approved documents.
- 13.2. The contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the procuring entity to meet all regulatory approvals as specified in the contract documents.
- 13.3. The Contractor shall submit a detailed program of work within fourteen (14) calendar days after the issuance of the Notice to Proceed for approval by the procuring entity that shall include, among others:
 - The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction;
 - Periods for review of specific outputs and any other submissions and approvals:
 - Sequence of timing for inspections and tests as specified in the contract documents;
 - iv. General description of the design and construction methods to be adopted;
 - v. Number and names of personnel to be assigned for each stage of the work:
 - List of equipment required on site for each major stage of the work;
 and
 - vii. Description of the quality control system to be utilized for the project.
- Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that do not comply with the requirements shall be rectified,

- resubmitted and reviewed at the contractor's cost. If the Contractor wishes to modify any design or document which has been previously submitted, reviewed and approved, the contractor shall notify the procuring entity within a reasonable period of time and shall shoulder the cost of such changes.
- 13.5. As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders:
 - Change Orders resulting from design errors, omissions or nonconformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the procuring entity.
 - Provided that the contractor suffers delay and/or incurs costs due to changes or errors in the procuring entity's performance specifications and parameters, he shall be entitled to either one of the following:
 - a. an extension of time for any such delays under Section 10 of Annex "E"; or
 - payment for such costs as specified in the contract documents, provided, that the cumulative amount of the variation order does not exceed ten percent (10%) of the original contract price.
- 13.6. The contract documents shall include the manner and schedule of payment specifying the estimated contract amount and installments in which the contract price will be paid.
- The contractor shall be entitled to advance payment subject to the provisions of Section 4 of Annex "E".
- 13.8. The procuring entity shall define the quality control procedures for the design and construction in accordance with agency guidelines and shall issue the proper certificates of acceptance for sections of the works or the whole of the works as provided for in the contract documents.
- The contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.
- 13.10. All design and build projects shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice, however, to the liabilities imposed upon the engineer/architect who drew up the plans and specification for a building sanctioned under Article 1723 of the New Civil Code of the Philippines.
- 13.11. The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty periods specified in Section 62.2.3.2 of the IRR.

14. AMENDMENTS AND FORMS

In the implementation of these guidelines, the GPPB may issue additional guidelines or introduce modifications thereto through the amendment of its specific provisions as the need arises, as well as, formulate, approve and disseminate standard Bidding Documents, forms and evaluation documents, whenever necessary.

Section VIII. Bill of Quantities

1. Form of Bill of Quantities

BILL OF QUANTITIES

 $Contract\,Name: Design\,and\,Build\,of\,Pampanga\,Provincial\,Hospital\,-\,Clark\,including\,Site\,Development, Changi\,Gateway, Clark\,Global\,City,\,Clark,\,Pampanga\,Gateway,\,Clark\,Global\,City,\,Clark,\,Pampanga\,Gateway,\,Clark\,Global\,City,\,Clark,\,Pampanga\,Gateway,\,Clark\,Global\,City,\,Clark\,Glob$

Contract ID : < insert Contract ID >

Pay Item No.	Description	unit of measure	Quantity	Unit Price [Pesos]	Total [Pesos]			
PART II	OTHER GENERAL REQUIREMENTS							
B.1	Office, Shops, Stores and Workmens Accomodation for Contractor	L.S	1.00	Р	Р			
В.3	Permits and Clearances	L.S	1.00	Р	P			
B.4(1)	Construction Survey and Staking	L.S	1.00	Р	Р			
B.7(2)	Occupational Safety and Health Program	L.S	1.00	Р	Р			
B.9	Mobilization/Demobilization	L.S	1.00	Р	Р			
B.13	Geotechnical Investigation	L.S	1.00	Р	Р			
B.20	Temporary Fence	L.S	1.00	Р	Р			
B.25	Detailed Engineering and Architectural Design	L.S	1.00	Р	Р			
B.26	Other Requirements	L.S	1.00	P	P			

Total for Part II: OTHER GENERAL REQUIREMENTS : P

Printed Name and signature of: _	
Designation:	
Name of Firm:	
Data	

- 1. Pay Item No., Description and Unit of Measure of each Item shall be based on DPWH DO 143, Series 2017, Standard Pay Item List for Infrastructure Projects.
- $2. \ Attach \ individual \ DUPA \ for each \ Item (see format) \ based \ on \ DPWH \ DO \ 137, Series \ 2017, Cost \ Estimation \ Manual \ for \ Low \ Rise \ Bui$
- 3. Attach additional sheets if necessary

 $Contract \, Name: Design \, and \, Build \, of \, Pampanga \, Provincial \, Hospital \, - \, Clark \, including \, Site \, Development, \, Changi \, Gateway, \, Clark \, Global \, City, \, Clark, \, Pampanga \, Provincial \, Hospital \, - \, Clark \, including \, Site \, Development, \, Changi \, Gateway, \, Clark \, Global \, City, \, Clark, \, Pampanga \, Provincial \, Hospital \, - \, Clark \, including \, Site \, Development, \, Changi \, Gateway, \, Clark \, Global \, City, \, Clark \, Pampanga \, Provincial \, Hospital \, - \, Clark \, including \, Site \, Development, \, Changi \, Gateway, \, Clark \, Global \, City, \, Clark \, Pampanga \, Provincial \, Hospital \, - \, Clark \, including \, Site \, Development, \, Changi \, Gateway, \, Clark \, Global \, City, \, Clark \, Pampanga \, Provincial \, Hospital \, - \, Clark \, Including \, Clark \, Pampanga \, Provincial \, Hospital \, - \, Clark \, Including \, Clark \, Pampanga \, Provincial \, Hospital \, - \, Clark \, Pampanga \, Provincial \, Hospital \, - \, Clark \, Pampanga \, Provincial \, Hospital \, - \, Clark \, Pampanga \, Provincial \, P$

Contract ID : < insert Contract ID >

Pay Item No.	Description	unit of measure	Quantity	Unit Price [Pesos]	Total [Pesos]			
PART A		EARTH WORKS						
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			P	P			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	Р			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			P	P			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			P	P			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			P	P			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			P	P			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	Р			

	Total for Part A: EARTH WORKS P				
Printed Name and signature of:					
Designation:					
Name of Firm:					
Date:					

- 1. Pay Item No., Description and Unit of Measure of each Item shall be based on DPWH DO 143, Series 2017, Standard Pay Item List for Infrastructure Projects.
- 2. Attach individual DUPA for each Item (see format) based on DPWH DO 137, Series 2017, Cost Estimation Manual for Low Rise Bui
- 3. Attach additional sheets if necessary

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Contract ID : < insert Contract ID >

Pay Item No.	Description	unit of measure	Quantity	Unit Price [Pesos]	Total [Pesos]			
PART B	PLAI	PLAIN AND REINFORCED CONCRETE WORKS						
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			P	P			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	Р			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	Р			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	Р			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	Р			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	Р			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	Р			

Total for Part B: PLAIN AND REINFORCED CONCRETE WORKS: P

Printed Name and signature of: $_$	
Designation:	
Name of Firm:	
Date:	

- 1. Pay Item No., Description and Unit of Measure of each Item shall be based on DPWH DO 143, Series 2017, Standard Pay Item List for Infrastructure Projects.
- 2. Attach individual DUPA for each Item (see format) based on DPWH DO 137, Series 2017, Cost Estimation Manual for Low Rise Bui
- 3. Attach additional sheets if necessary

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Contract ID : < insert Contract ID >

Pay Item No.	Description	unit of measure	Quantity	Unit Price [Pesos]	Total [Pesos]			
PART C	FI	FINISHING AND OTHER CIVIL WORKS						
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	Р			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	Р			
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<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	Р			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	Р			

Total for Part C: FINISHING AND OTHER CIVIL WORKS: P

Printed Name and signature of: $_$	
Designation:	
Name of Firm:	
Date:	

- 1. Pay Item No., Description and Unit of Measure of each Item shall be based on DPWH DO 143, Series 2017, Standard Pay Item List for Infrastructure Projects.
- 2. Attach individual DUPA for each Item (see format) based on DPWH DO 137, Series 2017, Cost Estimation Manual for Low Rise Bui
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Contract ID : < insert Contract ID >

Pay Item No.	Description	unit of measure	Quantity	Unit Price [Pesos]	Total [Pesos]			
PART D		ELECTRICAL WORKS						
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			P	P			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	Р			
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	Total for Part D: ELECTRICAL WORKS: P				
Printed Name and signature of: _					
Designation:					
Name of Firm:					
Date:					

- 1. Pay Item No., Description and Unit of Measure of each Item shall be based on DPWH DO 143, Series 2017, Standard Pay Item List for Infrastructure Projects.
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Contract ID : < insert Contract ID >

Pay Item No.	Description	unit of measure	Quantity	Unit Price [Pesos]	Total [Pesos]			
PART E		MECHANICAL WORKS						
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			P	P			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	Р			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	P			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	P			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	P			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	P			
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	Р			

	Total for Part E: MECHANICAL WORKS P				
Printed Name and signature of: _					
Designation:					
Name of Firm:					
Date:					

- 1. Pay Item No., Description and Unit of Measure of each Item shall be based on DPWH DO 143, Series 2017, Standard Pay Item List for Infrastructure Projects.
- 2. Attach individual DUPA for each Item (see format) based on DPWH DO 137, Series 2017, Cost Estimation Manual for Low Rise Bui
- 3. Attach additional sheets if necessary

 $Contract \, Name: Design \, and \, Build \, of \, Pampanga \, Provincial \, Hospital \, - \, Clark \, including \, Site \, Development, \, Changi \, Gateway, \, Clark \, Global \, City, \, Clark, \, Pampanga \, Provincial \, Hospital \, - \, Clark \, including \, Site \, Development, \, Changi \, Gateway, \, Clark \, Global \, City, \, Clark, \, Pampanga \, Provincial \, Hospital \, - \, Clark \, including \, Site \, Development, \, Changi \, Gateway, \, Clark \, Global \, City, \, Clark \, Pampanga \, Provincial \, Hospital \, - \, Clark \, including \, Site \, Development, \, Changi \, Gateway, \, Clark \, Global \, City, \, Clark \, Pampanga \, Provincial \, Hospital \, - \, Clark \, including \, Site \, Development, \, Changi \, Gateway, \, Clark \, Global \, City, \, Clark \, Pampanga \, Provincial \, Hospital \, - \, Clark \, Including \, Clark \, Pampanga \, Provincial \, Hospital \, - \, Clark \, Including \, Clark \, Pampanga \, Provincial \, Hospital \, - \, Clark \, Pampanga \, Provincial \, Hospital \, - \, Clark \, Pampanga \, Provincial \, Hospital \, - \, Clark \, Pampanga \, Provincial \, P$

Contract ID : < insert Contract ID >

Pay Item No.	Description	unit of measure	Quantity	Unit Price [Pesos]	Total [Pesos]		
PART F	PLUMBING and SANITARY WORKS						
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	P		
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	Р		
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	P		
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	P		
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	P		
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	P		
<insert item="" no.="" pay=""></insert>	<insert desciption=""></insert>			Р	P		

Total for Part F: PLUMBING and SANITARY WORKS P

Printed Name and signature of: _	
Designation:	
Name of Firm:	
Date:	

- 1. Pay Item No., Description and Unit of Measure of each Item shall be based on DPWH DO 143, Series 2017, Standard Pay Item List for Infrastructure Projects.
- 2. Attach individual DUPA for each Item (see format) based on DPWH DO 137, Series 2017, Cost Estimation Manual for Low Rise Bui
- 3. Attach additional sheets if necessary

2. Form of Bid Summary Sheet

BID SUMMARY SHEET

Name of Project: Design and Build of Three (3) Storey Pampanga Provincial Hospital - Clark incl. Site

Development, Changi Gateway, Clark Global City, Clark, Pampanga

Contract ID: <insert contract ID>

Item No.	Description / Scope of Work	unit	Quantity	Bid Amount
PART II	OTHER GENERAL REQUIREMENTS	LS	1.00	Р
PART A	EARTHWORK	LS	1.00	Р
PART B	PLAIN AND REINFORCED CONCRETE WORKS	LS	1.00	Р
PART C	FINISHINGS AND OTHER CIVIL WORKS	LS	1.00	Р
PART D	ELECTRICAL WORKS	LS	1.00	Р
PART E	MECHANICAL	LS	1.00	P
PART F	PLUMBING AND SANITARY WORKS	LS	1.00	Р

I / We certify that our bid meets the conditions and requirements of the contra amount of <insert amount="" and="" figures="" in="" words=""> to be completed in <insert estimates<="" th=""><th></th></insert></insert>	
Calendar Days.	
Submitted by:	
Name and signature :	
Designation:	
Name of Firm:	
Date :	

GRAND TOTAL: P

3. Form of DUPA/Detailed Estimates

DETAILED UNIT PRICE ANALYSIS (DUPA)

Item No./Description: <insert Item No. and Description>Unit of Measurement: <insert unit of measurement>Output per hour: <insert out per hour ai applicable>

	Designation	No. of Person	No. of Hours	Hourly Rate	Amount	
Α.	Labor	110. 011 013011	110.01110013	Hourry Hate	, anodne	
	Sub - Total for A					
	Name and Capacity	No of Units	No. of Hours	Hourly Rate	- Amount	
В.	Equipment Equipment	NO OF OTHES	No. or riours	riourly Nate	Amount	
Б.	Equipment					
	Sub - Total for B					
C.	Total (A + B)					
D.	Output per Hour -					
E.	Direct Unit Cost (C ÷ D)				-	
	Name and Specification	Unit	Quantity	Unit Cost	Amount	
		Onic	Quantity	ome cost	Amount	
F.	Materials					
	Sub - Total for F				-	
G.	Direct Unit Cost (E + F)	(0014)		- (C	-	
Н.	Overhead, Contingencies & Miscellaneous	(UCIVI)		of G	-	
l. J.						
K.	Total Unit Cost		A 70	(G+H+I+J)	-	
ΙΧ.	Total Offic Cost			(0 111113)	-	

Section IX. Checklist of Technical and Financial Documents

1. Checklist Technical Component Envelope



REPUBLIC OF THE PHILIPPINES Province of Pampanga City of San Fernando

BIDS AND AWARDS COMMITTEE

CHECKLIST OF TECHNICAL DOCUMENTS FOR THE PROCUREMENT OF DESIGN AND BUILD PROJECTS

PROJECT:		
BIDDER:		
DATE:		
		TECHNICAL COMPONENT ENVELOPE
		Class "A" Documents
Legal Documents		
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance
		with Section 8.5.2 of the IRR;
Technical Documents		
	(b)	Statement of the prospective bidder of all its ongoing government and private contracts,
	(2)	including contracts awarded but not yet started, if any, whether similar or not similar in
		nature and complexity to the contract to be bid;
		<u>and</u>
	(c)	Statement of all on-going, completed, awarded but not yet started design/design and build
		related contracts; and
	(d)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract
	(u)	to be bid, except under conditions provided under the rules;
		<u>and</u>
	(e)	Special PCAB License in case of Joint Ventures; and
		registration for the type and cost of the contract to be bid;
		<u>and</u>
	(f)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or
		Original copy of Notarized Bid Securing Declaration.
		and
	(g)	Project Requirements, which shall include the following:
	(9)	a. Organizational chart for the contract to be bid including contractor's key staff, partners or
		principal officers,design and construction personnel b. List of contractor's key staff, partners or principal officers,design and construction
		personnel to be assigned to the contract to be bid, with their complete qualification and
		experience data;
		(i) Individual Key Personnel's Bio-Data
		(ii) Individual Key Personnel's Certificate of Employment
		(iii) Valid PRC Licenses
		c. List of contractor's major equipment units, which are owned, leased, and/or under
		purchase agreements, supported by proof of ownership or certification of availability of
		equipment from the equipment lessor/vendor for the duration of the project, as the case may
		be; and

(b)	Preliminary Design and Conceptual Plans
(h)	, -
	a. Preliminary Surveys and Investigations
	b. Architectural Plans and Drawings
	c. Structural Plans and Drawings d. Plumbing/Sanitary Plans and Drawings
	c ,
	e. Electrical Plans and Drawings
	f. Mechanical Plans and Drawings
	g. Site Development Plans
(i)	Design and Construction Methods (see Section X. Bidding Forms)
	a. TPF 1. Designer's References
	b. TPF 2. Comments and Suggestions of Designer
	c. TPF 3a. Description of Methodology and Work Plan (Design)
	d. TPF 3b. Construction Management Strategy
	e. TPF 4. Team Composition and Tasks
	f. TPF 5. Time Schedule for Design Professional
	g. TPF 6a. Activity/Work Schedule (Design)
	h. TPF 6B. Activity/Work Schedule (Construction)
(j)	Value engineering analysis of design and construction methods
	and
(k)	Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation,
	partnership, or cooperative; or Original Special Power of Attorney of all members of the
	joint venture giving full power and authority to its officer to sign the OSS and do acts to
	represent the Bidder.
Financial Documents (I)	The bidder's computation of Net Financial Contracting Capacity (NFCC).
	Class "B" Documents
(m)	If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566
	and its IRR in case the joint venture is already in existence; or
	duly notarized statements from all the potential joint venture partners stating that they will
	enter into and abide by the provisions of the JVA in the instance that the bid is
	successful.
•	n the above-mentioned checklist is a ground for outright declaration of "Non-Compliance". s who will participate in the public bidding of the Province shall submit one (1) original and two
(2) copies of the technical	
., .	
[]	Passed [] Failed
-	

2. Checklist Financial Component Envelope



Province of Pampanga City of San Fernando

BIDS AND AWARDS COMMITTEE

FINANCIAL REQUIREMENT FOR THE PROCUREMENT OF DESIGN AND BUILD PROJECTS

PROJECT:	
BIDDER: DATE:	
	FINANCIAL COMPONENT ENVELOPE
Financial Envelope:	Shall contain the following information/documents and shall be opened only if the bidder has complied with the requirements in the technical envelope.
<u>Bid Form</u>	
	(n) Original of duly signed and accomplished Financial Bid Form;
Other documentary red	<u>and</u> guirements under RA No. 9184
	(o) Lump sum bid prices (Summary of Bid), which shall include the detailed engineering cost, in the prescribed form
	and (p) Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid; and
	and (q) Cash flow by the quarter and payment schedule.
, ,	ent/s in the above-mentioned checklist is a ground for outright declaration of "Non-Compliance". ractors who will participate in the public bidding of the Province shall submit one (1) original and
two (2) copies of the	e financial component of its Bid.
r	1 Passed [1 Failed

Section X. Bidding Forms

1. Form of Bio Data

BIO-DATA
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 giv dates and locations. Use about half a page.] Training should be supported with Certificat of Training or equivalent document.
Education:
[Summarize college/university and other specialized education of staff members, giving name of schools, dates attended, and degrees obtained. Use about one quarter of a page.] To b supported with Diploma or equivalent document.

	70
Employment Record:	
[Starting with present position, list in reverse order every employment held. List held by staff member since graduation, giving dates, names of employing organi of positions held, and locations of projects. For experience in last ten years, also activities performed and client references, where appropriate. Use about two pa	zations, titi give types
	7
Languages:	
[For each language, indicate proficiency: excellent, good, fair, or poor in speak and writing.]	ing, readir
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, these of describe me, my qualifications, and my experience.	lata correc
Date:	
[Signature of staff member and authorized representative of the firm] Day/Mon	th/Year
Full name of staff member:	- H
Full name of authorized representative	

2. Form of Key Personnel's Certificate of Employment

KEY PERSONNEL'S CERTIFICATE OF EMPLOYMENT/COMMITMENT TO WORK

I am	BAC Chairperson			
Capitol Compound, City of San Fernando, Pampanga Sir/Madame: I am	p -			
I am				
I am	Capitol Compound, City of Sa	n Fernando, Pampa	anga	
I hereby certify that	r Sir/Madame :			
I hereby certify that				
I hereby certify that				
engaged my services as	issued on	at		·
engaged my services as	I hereby certify that			(Name of Bidder) has
As				
Name of Project Owner Cost Date Completed In case of my separation for any reason whatsoever from the above-menti Contractor, I shall notify the Provincial Government of Pampanga through the Bids and Av Committee at least twenty-one (21) days before the effective date of my separation. Select one, delete the other> As a(Designation), I know I will have to stay in the Pr during the Design Phase and any time the need arises at the jobsite during Construction Phase			<i>,</i> –	
Name of Project Owner Cost Date Completed In case of my separation for any reason whatsoever from the above-menti Contractor, I shall notify the Provincial Government of Pampanga through the Bids and Av Committee at least twenty-one (21) days before the effective date of my separation. Select one, delete the other> As a(Designation), I know I will have to stay in the Pr during the Design Phase and any time the need arises at the jobsite during Construction Phase				
Name of Project Owner Cost Date Completed In case of my separation for any reason whatsoever from the above-menti Contractor, I shall notify the Provincial Government of Pampanga through the Bids and Av Committee at least twenty-one (21) days before the effective date of my separation. Select one, delete the other> As a(Designation), I know I will have to stay in the Pr during the Design Phase and any time the need arises at the jobsite during Construction Phase				
In case of my separation for any reason whatsoever from the above-menti Contractor, I shall notify the Provincial Government of Pampanga through the Bids and Av Commitee at least twenty-one (21) days before the effective date of my separation. **Select one, delete the other** As a(Designation), I know I will have to stay in the Pr during the Design Phase and any time the need arises at the jobsite during Construction Phase.	completed projects (mention	only projects of the	e same nature as th	e Contract);
In case of my separation for any reason whatsoever from the above-menti Contractor, I shall notify the Provincial Government of Pampanga through the Bids and Av Commitee at least twenty-one (21) days before the effective date of my separation. **Select one, delete the other** As a(Designation), I know I will have to stay in the Pr during the Design Phase and any time the need arises at the jobsite during Construction Phase.	Name of Droject	Owner	Cost	Data Camplated
Contractor, I shall notify the Provincial Government of Pampanga through the Bids and Av Committee at least twenty-one (21) days before the effective date of my separation. Select one, delete the other> As a(Designation), I know I will have to stay in the Pr during the Design Phase and any time the need arises at the jobsite during Construction Phase	Name of Project	Owner	Cost	Date Completed
Contractor, I shall notify the Provincial Government of Pampanga through the Bids and Av Committee at least twenty-one (21) days before the effective date of my separation. Select one, delete the other> As a(Designation), I know I will have to stay in the Pr during the Design Phase and any time the need arises at the jobsite during Construction Phase				
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As a(Designation), I know I will have to stay in the Pr during the Design Phase and any time the need arises at the jobsite during Construction Phase	Contractor, I shall notify the	Provincial Govern	ment of Pampanga	a through the Bids and Award
during the Design Phase and any time the need arises at the jobsite during Construction Phase	Contractor, I shall notify the	Provincial Govern	ment of Pampanga	a through the Bids and Award
	Contractor, I shall notify the Commitee at least twenty-on <select delete="" one,="" other:<="" td="" the=""><td>Provincial Govern e (21) days before t</td><td>ment of Pampang he effective date o</td><td>a through the Bids and Award f my separation.</td></select>	Provincial Govern e (21) days before t	ment of Pampang he effective date o	a through the Bids and Award f my separation.
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am authorized to handle only one (1) contract at a time.	Contractor, I shall notify the Commitee at least twenty-on <select a="" ability.="" and="" as="" best="" delete="" design="" during="" mo<="" my="" of="" one,="" or="" other:="" phase="" supervise="" td="" the="" time="" to=""><td>Provincial Govern e (21) days before t (Designation of the need) (Designation of the need) (Designation of the Contract)</td><td>ment of Pampanga he effective date on ation), I know I warises at the jobsi tion), I know I will works to the best</td><td>a through the Bids and Award of my separation. Will have to stay in the Project te during Construction Phase to have to stay in the job site of</td></select>	Provincial Govern e (21) days before t (Designation of the need) (Designation of the need) (Designation of the Contract)	ment of Pampanga he effective date on ation), I know I warises at the jobsi tion), I know I will works to the best	a through the Bids and Award of my separation. Will have to stay in the Project te during Construction Phase to have to stay in the job site of
I do not allow the use of my name for the purpose of enabling the above-menti	Contractor, I shall notify the Commitee at least twenty-on <select a="" ability.="" and="" as="" best="" delete="" design="" during="" mo<="" my="" of="" one,="" or="" other:="" phase="" supervise="" td="" the="" time="" to=""><td>Provincial Govern e (21) days before t (Designation of the need) (Designation of the need) (Designation of the Contract)</td><td>ment of Pampanga he effective date on ation), I know I warises at the jobsi tion), I know I will works to the best</td><td>a through the Bids and Award of my separation. Will have to stay in the Project te during Construction Phase to have to stay in the job site of</td></select>	Provincial Govern e (21) days before t (Designation of the need) (Designation of the need) (Designation of the Contract)	ment of Pampanga he effective date on ation), I know I warises at the jobsi tion), I know I will works to the best	a through the Bids and Award of my separation. Will have to stay in the Project te during Construction Phase to have to stay in the job site of
Contractor to qualify for the Contract without any firm commitment on my part to assume	Contractor, I shall notify the Commitee at least twenty-on <select a="" ability.="" am="" and="" as="" authorized="" best="" delete="" design="" during="" handle="" mo="" my="" of="" one,="" only<="" or="" other:="" phase="" supervise="" td="" the="" time="" to=""><td>Provincial Govern e (21) days before t (Designation of the need) (Designation of the Contract one (1) contract at</td><td>ment of Pampanga he effective date on ation), I know I want arises at the jobsi tion), I know I will works to the best atime.</td><td>a through the Bids and Award of my separation. Will have to stay in the Project te during Construction Phase to have to stay in the job site a of my ability, and aware that</td></select>	Provincial Govern e (21) days before t (Designation of the need) (Designation of the Contract one (1) contract at	ment of Pampanga he effective date on ation), I know I want arises at the jobsi tion), I know I will works to the best atime.	a through the Bids and Award of my separation. Will have to stay in the Project te during Construction Phase to have to stay in the job site a of my ability, and aware that
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understand that to do so will be a sufficient ground for my disqualification	Contractor, I shall notify the Committee at least twenty-on <select a="" ability.="" allow="" am="" and="" as="" authorized="" best="" contractor="" delete="" design="" do="" during="" for="" handle="" i="" more="" my="" not="" of="" one,="" only="" or="" other:="" phase="" qualify="" supervise="" td="" the="" the<="" time="" to="" us=""><td>Provincial Govern e (21) days before t (Designation of the contract one (1) contract at the contract without without at the contract without without</td><td>ment of Pampanga the effective date of the action), I know I warises at the jobsi tion), I know I will works to the best a time. The purpose of any firm commitme</td><td>a through the Bids and Award of my separation. Will have to stay in the Project te during Construction Phase to have to stay in the job site a of my ability, and aware that enabling the above-mentione ent on my part to assume the</td></select>	Provincial Govern e (21) days before t (Designation of the contract one (1) contract at the contract without without at the contract without	ment of Pampanga the effective date of the action), I know I warises at the jobsi tion), I know I will works to the best a time. The purpose of any firm commitme	a through the Bids and Award of my separation. Will have to stay in the Project te during Construction Phase to have to stay in the job site a of my ability, and aware that enabling the above-mentione ent on my part to assume the
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(Designation) in any latale floringial government of family	Contractor, I shall notify the Commitee at least twenty-on <select a="" ability.="" allow="" am="" and="" as="" authorized="" best="" contractor="" delete="" design="" do="" during="" for="" handle="" i="" mo="" my="" not="" of="" one,="" only="" or="" other:="" phase="" post="" qualify="" selections.<="" supervise="" td="" that="" the="" time="" to="" understand="" us=""><td>Provincial Govern e (21) days before t (Designation of the contract one (1) contract at the contract without a (Designation) the contract will be a second one as the contract without a contract with a contract without a contract with a cont</td><td>ment of Pampanga the effective date of ation), I know I wa arises at the jobsi ation), I know I will works to the best atime. The purpose of any firm commitme therefore, if the coufficient ground</td><td>a through the Bids and Award of my separation. Will have to stay in the Project te during Construction Phase to have to stay in the job site at of my ability, and aware that the enabling the above-mentione ent on my part to assume the intract is awarded to him since for my disqualification as</td></select>	Provincial Govern e (21) days before t (Designation of the contract one (1) contract at the contract without a (Designation) the contract will be a second one as the contract without a contract with a contract without a contract with a cont	ment of Pampanga the effective date of ation), I know I wa arises at the jobsi ation), I know I will works to the best atime. The purpose of any firm commitme therefore, if the coufficient ground	a through the Bids and Award of my separation. Will have to stay in the Project te during Construction Phase to have to stay in the job site at of my ability, and aware that the enabling the above-mentione ent on my part to assume the intract is awarded to him since for my disqualification as
bidding or employment with any Contractor doing business with the Provincial Government.	Contractor, I shall notify the Commitee at least twenty-on <select (d.<="" a="" ability.="" allow="" am="" and="" as="" authorized="" best="" contractor="" delete="" design="" do="" during="" for="" handle="" i="" mo="" my="" not="" of="" one,="" only="" or="" other:="" phase="" post="" qualify="" so="" supervise="" td="" that="" the="" time="" to="" understand="" us=""><td>Provincial Govern e (21) days before t (Designation of the contract of the contract of the contract of the contract without of the contract of the contract of the contract of the contract without w</td><td>ment of Pampanga the effective date of the action), I know I was tion), I know I will works to the best atime. The purpose of the purpose of</td><td>a through the Bids and Award of my separation. Will have to stay in the Project te during Construction Phase to have to stay in the job site of my ability, and aware that the enabling the above-mentioned ent on my part to assume the intract is awarded to him since for my disqualification as ial Government of Pampang</td></select>	Provincial Govern e (21) days before t (Designation of the contract of the contract of the contract of the contract without of the contract of the contract of the contract of the contract without w	ment of Pampanga the effective date of the action), I know I was tion), I know I will works to the best atime. The purpose of	a through the Bids and Award of my separation. Will have to stay in the Project te during Construction Phase to have to stay in the job site of my ability, and aware that the enabling the above-mentioned ent on my part to assume the intract is awarded to him since for my disqualification as ial Government of Pampang

(Name and Signature of Nominee)

REPUBLIC OF TH	HE PHILIPPINES		
CITY OF)		
SUBSCRIBED AN	ND SWORN to me before this	day of	at
	, Philippines, affiant exhibit		
	issued at	on	
			Notary Public
Doc. No.			
Page No.			
Book No.			
Series of	<u> </u>		

3. NFCC Computation

Contract ID : Contract :
NET FINANCIAL CONTRACTING CAPACITY (NFCC)
NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.
Where : K = 15
Submitted By :
Designation:
Name of Firm :
Detail

4. Single Largest Completed Contract (SLCC)

Contract ID:					
	STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC)	ARGEST COMPLETED CO	ONTRACT (SLCC)		
Name of Project	Project Description	Contract Amount	Owner/Implementing Agency	Date Finished	Remarks
الحادث المتادة		6 -			
Submitted by :	ε	·		j	
Printed Name & Signature :		Ī			
Designation : Name of Firm :					
Date:		î î			
Note: 1. Prospective bidder must have completed a similar cotract to be bid within the last ten (10) years and must be atleast fifty percent (50 %) of the ABC. 2. Attach Certificate of Completion or Acceptance from Implementing Agency/Project Owner. 3. Contractors under Small A and B categories without similar experience may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their PCAB Registration.	mpleted a similar cotract to be bid within the last ten (10) or Acceptance from Implementing Agency/Project Owner. categories without similar experience may be allowed to beir PCAB Registration.	ithin the last ten (10) ye gency/Project <mark>O</mark> wner. e may be allowed to <mark>bi</mark> d	ars and must be atleast f	'fty percent (50 %) is not more than th	of the ABC. e Allowable

5. List of All On-Going Government and Private Contracts

|--|

Contract ID :	
Contract :	

LIST OF ALL ON-GOING, COMPLETED, AWARDED RELATED DESIGN/DESIGN and BUILD CONTRACTS

a. b.	Name of Contract and Project Cost	Owner	Nature of Work	Bidders Role (%)	a. Date Start b. Target	% Completion	Value of Outstanding Works			
			Completed							
					a. b.		Р -			
On-Going On-Going										
					a. b.		Р -			
		ı	Awarded but not yet sta	rted						
					a. b.		Р -			

*use additional page if necessary Total Cost: P -

Submitted by :

7. Organizational Chart

	CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT
	CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT
Contra	t Copy of the Organizational Chart that the Contractor intends to use to execute the ct if awarded to him. Indicate in the chart the names of all Key Personnel (see Minimum ower Requirment under BDS Clause 12.1(b)(ii.2))
	Attached the required Proposed Organizational Chart for the Contract
ļ.	
itted Ru	<i>7</i> .
mation	· · · · · · · · · · · · · · · · · · ·
of Firm	#

8. List of Equipment Pledge to the Contract

Name of Firm: Address: Description Model, Year Capacity Plate No. A. Owned B. Leased Submitted By: Description:	LIST OF EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENTS, PLEDGE TO THE PROPOSED CONTRACT	ASE AGREEMENTS,	PLEDGE TO THE PR	OPOSED CONTRA	Ь
Desciption Model, Year Capacity ABY:					
A. Owned B. Leased Submitted By:	-	Motor No.	Location	Condition	Proof Of Ownership
B. Leased Submitted By:			85 85		
B. Leased Submitted By:					
B. Leased Submitted By:					7
B. Leased Submitted By:					20 30
Submitted By:					
Submitted By:					
Submitted By:					
Submitted By:					
Submitted By :			52		
Submitted By:					
Doctor :					
רבאלוומווטוו י	Î				
Name of Firm:					
Date :					

9. Financial Bid Form

BID FORM

Date:	
Project Identification No.	

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: [Insert name of contract].
- b. We affer to execute the Works for this Contract in accordance with the PBDs;
- The total price of our Bid in words and figures, excluding any discounts offered below is: finsert information);
- The discounts offered and the methodology for their application are: [insert information];
- e. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates;
- Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of finsert percentage amount/ percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines ¹² for this purpose;
- We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, 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 for the [Name of Project] of the [Name of the Procuring Entity].

 We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date	

10. Omnibus Sworn Statement

Omnibus Sworn Statement (Revised) [shall be submitted with the Bid]

REPUBLI CITY/MU		S) _)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 Bidder] with office address at [address of Bidder];

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

2. [Select one, delete the other.]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], 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], as shown in the attached duly notarized Special Power of Attorney;

[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], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)]:

- 3. [Name of Bidder] 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, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 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;
- [Name of Bidder] 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 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;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- [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.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

11. Form of Bid Securing Declaration

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)	
CITY OF) S.S

BID SECURING DECLARATION Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

- 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 procurement 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 the 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 No. 9184; without prejudice to other legal action the government may undertake.
- IWe understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - 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; and
 - c. I am/we are declared the bidder with the Lowest Calculated 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 OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

12. TPF 1. Designer's References

TPF 1. DESIGNER'S REFERENCES

Relevant Services Carried Out 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 Const	ultants, if any:	No. of Months of Professional Staff Provided by Associated Consultants:					
Name of Senior Staff (Pro Performed:	ject Director/Coordinator	r, Team Leader) Involved and Functions					
Narrative Description of P	roject:						
Description of Actual Serv	ices Provided by Your S	taff:					
CONTRACTOR	and have been seen as the second	est prope					

(Consultant	S	Name:	

13. TPF 2. Comments and Suggestions of Designer

TPF 2. COMMENTS AND SUGGESTIONS OF DESIGNER ON THE TERMS OF REFERENCE, MINIMUM PERFORMANCE STANDARDS AND SPECIFICATIONS (MPSS), AND DATA PROVIDED BY THE PROCURING ENTITY

551 175	
Terms of Reference	
1.	
2.	
3.	
Minimum Performance Specifications and Parameters:	
1.	
2.	
3.	
Data Provided by the Procuring Entity:	
1.	
2.	
3.	

14. TPF 3a. Description of Methodology and Work Plan (Design)

TPF 3a. DESCRIPTION OF METHODOLOGY AND WORK PLAN FOR PERFORMING THE PROJECT (Design)

The Bidder shall submit a design methodology which addresses the key items identified in the Employer's Requirements, which include, inter alia, the following:

- (a) Organizational arrangements for the design, including: team structure, roles and responsibilities, design works plan, interface arrangements, design review and approval procedures, and quality assurance arrangements;
- (b) Proposed design deliverables (Per TOR requirements);
- (c) Design statement to describe the approach and methodology that demonstrate the capability in the design of the Project, as described in the Employer's Requirements, which the design statement shall cover the following aspects:
 - 1. Location Plan/Vicinity Map
 - 2. General Notes on Design Parameter & Construction Procedure
 - 3. Topographic Survey Plan
 - 4. Architectural Plans and Elevation
 - 5. Structural Plans and details
 - 6. Electrical Plans and details
 - 7. Plumbing / Sanitary Plans
 - 8. Electronic Plan
 - 9. Mechanical Plan
 - 10. Other details
- (d) Any added value the Bidder will bring or examples of innovative aspects of the design;
- (e) Details of the approach to managing risks, stakeholder engagement, consultation, and environmental permits/consents; and
- (f) Value Engineering.

15. TPF 3b. Construction Management Strategy

TPF 3b. CONSTRUCTION MANAGEMENT STRATEGY AND METHOD STATEMENT FOR CONSTRUCTION INCLUDING PERT-CPM

The Bidder shall submit a construction management strategy as per Employer's Requirements, which address, inter alia, the following:

- (a) Organizational arrangements for construction management, including team structure, roles and responsibilities, interface arrangements, and quality assurance arrangements;
- (b) Subcontractor selection and management;
- (c) Support from the Employer in obtaining and managing consents, permits, and approvals from third parties;
- (d) Site setup proposals, including access, accommodation, welfare facilities and arrangement for plant and material storage;
- (e) Construction phasing proposals, including sequence of work methodology and management of conflicting activities;
- (f) Risk management approach for geotechnical and subsurface aspects of the Works;
- (g) Quality management system, including a draft of the Quality Management Plan;
- (h) Preparation, approval, and implementation for the Contractor's Environmental and Social Management Plan;
- (i) Preparation, approval, and implementation for the Contractor's Health and Safety Management Plan;
- (i) Reporting arrangements;
- (k) Arrangements for site handover, including completion of As-Built Drawings, preparation of operating and maintenance manuals, and any other relevant aspects, and;
- Appreciation of any key construction constraints or difficulties of the Project and the technical solutions.

16. TPF 4. Team Composition and Tasks

1. Technical/Managerial Staff		33
Name	Position	Task
7-3		
2. Support Staff		200
Name	Position	Task
Construction		
nical/Managerial Staff		8
Name	Position	Task
2. Support Staff		
Name	Position	Task
38 38		

17. TPF 5. Time Schedule for Design Professional

Subtotal (3) Subtotal (1) Subtotal (2) Subtotal (4) Number of Months Months (in the Form of a Bar Chart) TPF 5. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL - -9 00 0 v. Signature: (Authorized representative) 4 7 Reports Due/Activities Position Reports Due: Activities Duration: Location: Construction Name Design

18. TPF 6a. Activity/Work Schedule (Design)

TPF 6a. ACTIVITY (WORK) SCHEDULE (Design)

	[1st, 2nd, etc. are months from the start of project.]												
	İst	2 nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)							W :						
	Ī												
	*	8 ×		4 - 8			*		8 8				3
	-	80		3 3									
	1	6/0 I		s: 90		,			vo 9			,	

B. Completion and Submission of Reports

Rep	orts	Date	
1.	Inception Report	55	
2.	Interim Progress Report (a) First Status Report (b) Second Status Report		
3.	Draft Report	Ži	
4.	Final Report		

19. TPF 6b. Activity/Work Schedule (Construction)

