

# **PHILIPPINE BIDDING DOCUMENTS**

***PROJECT NAME:***  
***UPGRADING OF EAMC***  
***TELEPHONE AND LAN***  
***CABLING SYSTEM***  
***(DESIGN & BUILD SCHEME)***  
***PHASE 2***

**Sixth Edition**

# Preface

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

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

# TABLE OF CONTENTS

<b>Glossary of Terms, Abbreviations, and Acronyms .....</b>	<b>4</b>
<b>Section I. Invitation to Bid.....</b>	<b>6</b>
<b>Section II. Instructions to Bidders .....</b>	<b>8</b>
1. Scope of Bid .....	8
2. Funding Information .....	8
3. Bidding Requirements .....	8
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices .....	8
5. Eligible Bidders .....	9
6. Origin of Associated Goods .....	9
7. Subcontracts.....	9
8. Pre-Bid Conference.....	10
9. Clarification and Amendment of Bidding Documents .....	10
10. Documents Comprising the Bid: Eligibility and Technical Components .....	10
11. Documents Comprising the Bid: Financial Component .....	11
12. Alternative Bids .....	11
13. Bid Prices.....	11
14. Bid and Payment Currencies .....	11
15. Bid Security .....	11
16. Sealing and Marking of Bids .....	12
17. Deadline for Submission of Bids .....	13
18. Opening and Preliminary Examination of Bids.....	13
19. Detailed Evaluation and Comparison of Bids .....	13
20. Post Qualification .....	14
21. Signing of the Contract .....	14
<b>Section III. Bid Data Sheet .....</b>	<b>15</b>
<b>Section IV. General Conditions of Contract.....</b>	<b>16</b>
1. Scope of Contract .....	16
2. Sectional Completion of Works .....	16
3. Possession of Site .....	16
4. The Contractor's Obligations.....	16
5. Performance Security.....	16
6. Site Investigation Reports .....	17
7. Warranty .....	17

8.	Liability of the Contractor .....	17
9.	Termination for Other Causes .....	17
10.	Dayworks.....	17
11.	Program of Work .....	17
12.	Instructions, Inspections and Audits .....	18
13.	Advance Payment .....	18
14.	Progress Payments .....	18
15.	Operating and Maintenance Manuals.....	18
<b>Section V. Special Conditions of Contract.....</b>		<b>19</b>
<b>Section VI. Terms of Reference.....</b>		<b>20</b>
<b>Section VII. Drawings.....</b>		<b>20</b>
<b>Section VIII. Bill of Quantities .....</b>		<b>40</b>
<b>Section IX. Checklist of Technical and Financial Documents .....</b>		<b>41</b>

# ***Glossary of Terms, Abbreviations, and Acronyms***

**ABC** – Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

**DOLE** – Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

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

**GFI** – Government Financial Institution.

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

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in

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

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.



Republic of the Philippines  
Department of Health  
**EAST AVENUE MEDICAL CENTER**  
East Avenue, Quezon City  
Philippines



## ***Section I. Invitation to Bid***

### **UPGRADING OF EAMC TELEPHONE AND LAN CABLING SYSTEM (DESIGN & BUILD SCHEME) PHASE 2**

1. The **East Avenue Medical Center**, through the General Appropriations Act (GAA) 2021/ Hospital Income intends to apply the sum of **Twelve Million Pesos (₱ 12,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **UPGRADING OF EAMC TELEPHONE AND LAN CABLING SYSTEM (DESIGN & BUILD SCHEME) PHASE 2** with **Project Identification Number Infra-006**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **East Avenue Medical Center** now invites bids for the above Procurement Project. Completion of the Works is required **Two Hundred (200) Calendar Days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
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 **East Avenue Medical Center** and inspect the Bidding Documents at the address given below from **[Procurement Office, Mondays-Fridays except holidays from 8:00AM to 5:00PM]**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **October 5, 2021 to October 25, 2021, 12:00 PM** from given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty Five Thousand Pesos (Php 25,000.00)**.
6. The **East Avenue Medical Center** will hold a Pre-Bid Conference<sup>1</sup> on **October 12, 2021 at 2:00 PM** at the **Mezzanine Floor, Conference Room, East Avenue Medical Center Main Building** which shall be open to prospective bidders.

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (Php1,000,000) where the Procuring Entity may not hold a pre-bid conference.

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the **Mezzanine Floor, Conference Room, East Avenue Medical Center Main Building** on **October 25, 2021 at 2:00 PM**. 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 16.
9. **Bid opening** shall be on **October 25, 2021 at 2:00 PM** at the **Mezzanine Floor, Conference Room, East Avenue Medical Center Main Building**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *East Avenue Medical Center* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:  
  
*BAC-C Secretariat (Procurement Section)*  
*Lower Ground Floor,*  
*East Avenue Medical Center,*  
*East Avenue, Diliman*  
*Quezon City*  
*8928-0611 local 224 or 560*  
[procurement.eamc@gmail.com](mailto:procurement.eamc@gmail.com) / [procurement@eamc.doh.gov.ph](mailto:procurement@eamc.doh.gov.ph)
12. You may visit the following websites:

For downloading of Bidding Documents: [<https://www.philgeps.gov.ph/>]

[October 5, 2021]

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(Sgd.) **JOSE C. CALIXTRO, MPA**  
Chairman, HBAC-C

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

### **1. Scope of Bid**

The Procuring Entity, [*East Avenue Medical Center*] invites Bids for the ***UPGRADING OF EAMC TELEPHONE AND LAN CABLING SYSTEM (DESIGN & BUILD SCHEME) PHASE 2***, with Project Identification Number [*Infra-006*].

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for **2021** in the amount of ***Twelve Million Pesos (₱ 12,000,000.00)***.

2.2. The source of funding is:

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

### **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement 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:  
[Select one, delete other/s]

- a. Subcontracting is not allowed.

- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding , state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterion stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* 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 { *October 12, 2021; 2:00PM at Conference Room, Mezzanine Floor, East Avenue Medical Center, Main Building* } 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 indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

**10. Documents Comprising the Bid: Eligibility and Technical Components**

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

the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

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

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

#### **12. Alternative Bids**

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

#### **13. Bid Prices**

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

#### **14. Bid and Payment Currencies**

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

- 14.2. *Payment of the contract price shall be made in:*

- 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 until *[June 2022]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

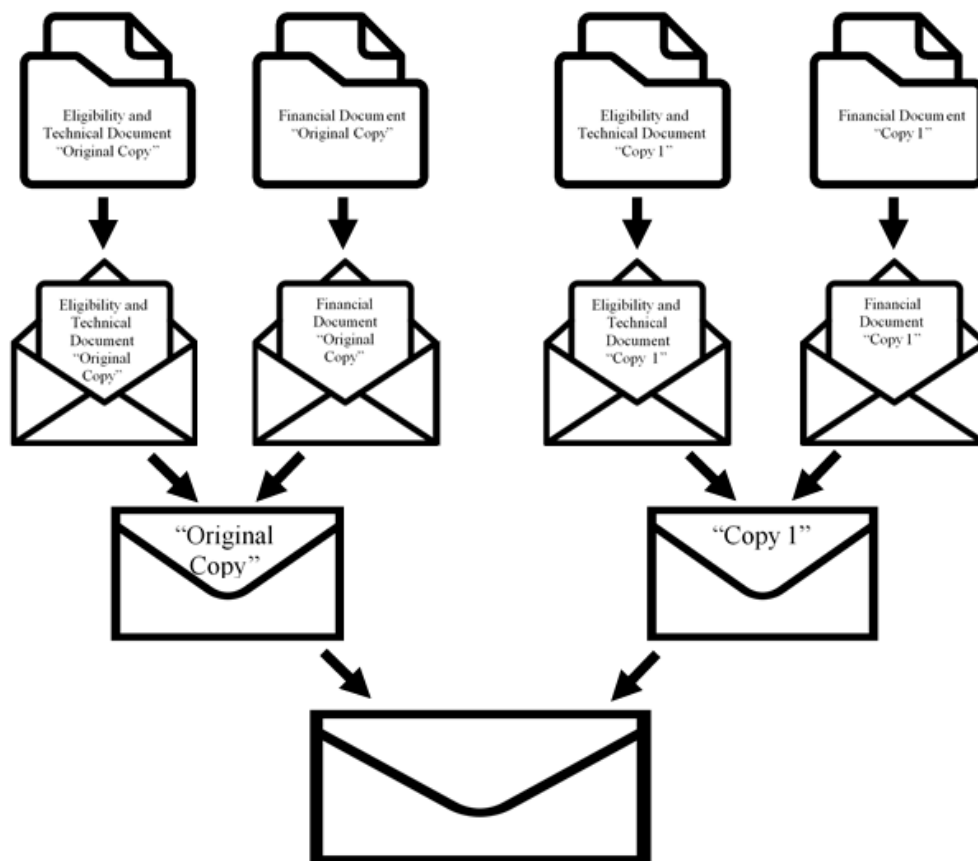
## 16. Sealing and Marking of Bids

Bidders shall submit two (2) copies of their proposal in a **BROWN** colored envelope properly labelled and sealed. The First Copy marked as 'ORIGINAL'; and the Second Copy marked as 'COPY 1'. All of the two (2) copies shall contain the Eligibility and Technical Requirements in the first folder and the Financial Requirement in the second folder. All two (2) envelopes shall be enclosed in a big **BROWN** colored envelope properly labelled.

*(\*\*\*Sample Marking for Envelopes, and Folders\*\*\*)*

Eligibility and Technical Document	ORIGINAL
<p>JOSE C. CALIXTRO, MPA HBAC-C Chairman EAST AVENUE MEDICAL CENTER East Avenue, Diliman, Quezon City</p> <p>_____ (Company Name)</p> <p>_____ (Company Address with telephone number and company official email address)</p> <p><b><i>UPGRADING OF EAMC TELEPHONE AND LAN CABLING SYSTEM (DESIGN &amp; BUILD SCHEME) PHASE 2</i></b></p> <p>DO NOT OPEN BEFORE: <b>October 25, 2021 at 2:00 PM</b></p>	

**(\*\*\*Sample Sealing\*\*\*)**



## **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 15 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: <i>Completed project for LAN CABLING INSTALLATION</i>						
7.1	[NA.]						
10.3	1.) Minimum PCAB: Size Range – <b>Small B, Category C &amp; D, Specialty – Communication Facilities;</b> <ul style="list-style-type: none"><li>• In case of Joint Ventures:<ul style="list-style-type: none"><li>- Special PCAB License and Registration for the type and cost of the contract to be bid;</li></ul></li></ul>						
10.4	The key personnel must meet the required minimum years of experience set below: (Please see Terms of Reference) <table><tr><td><u>Key Personnel</u></td><td><u>General Experience</u></td><td><u>Relevant Experience</u></td></tr><tr><td></td><td></td><td></td></tr></table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>			
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>					
10.5	The minimum major equipment requirements are the following: (Please see Terms of Reference) <table><tr><td><u>Equipment</u></td><td><u>Capacity</u></td><td><u>Number of Units</u></td></tr><tr><td></td><td></td><td></td></tr></table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>			
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>					
12	[Insert Value Engineering clause if allowed.]						
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <ul style="list-style-type: none"><li>a. The amount of not less than <b>Php 240,000.00</b>. [two percent (2%) of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</li><li>b. The amount of not less than <b>Php 600,000.00</b> [ five percent (5%) of ABC] if bid security is in Surety Bond.</li></ul>						
19.2	N/A						
20	[List licenses and permits relevant to the Project and the corresponding law requiring it, e.g. eFPS, Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, etc.]						
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.						

## ***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**

3.1 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.

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

### **4. The Contractor's Obligations**

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

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

### **5. Performance Security**

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **6. Site Investigation Reports**

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

## **7. Warranty**

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

## **8. Liability of the Contractor**

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines. If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## **9. Termination for Other Causes**

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

## **10. Dayworks**

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

## **11. Program of Work**

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

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

## **12. Instructions, Inspections and Audits**

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

## **13. Advance Payment**

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

## **14. Progress Payments**

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

## **15. Operating and Maintenance Manuals**

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

## *Section V. Special Conditions of Contract*

### **Special Conditions of Contract**

<b>GCC Clause</b>	
2	<i>Time of Completion is <b>Two Hundred (200) Calendar Days</b></i>
4.1	<i>Immediately upon receipt of Approved Contract of Agreement and Notice to Proceed</i>
6	The site investigation reports are: Civil, Electrical, and Mechanical Works and render ready for use in accordance with the plans and specifications and contract documents
7.2	<i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:] Five (5) years.</i>
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>[insert number]</i> days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i> .
13	The amount of the advance payment is <i>[insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment]</i> .
14	<i>[If allowed by the Procuring Entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is <i>[date]</i> .  The date by which "as built" drawings are required is <i>[date]</i> .
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i> .

## *Section VI. Terms of Reference*

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### **(DESIGN and BUILD)**

For the

### **UPGRADING OF EAMC TELEPHONE and LAN CABLING SYSTEM, PHASE 2**

#### **1.0 PROJECT INFORMATION**

##### **1.1 Background**

The healthcare digital revolution differs from other industries. Healthcare providers have a variety of unique needs when it comes to the network and IT infrastructure. For this reason, it has always been difficult for hospitals, clinics, and assisted living facilities (aged care vs. healthcare), to adopt modern technology standards. In addition to privacy and patient safety requirements, access and availability of care are also major concerns. For healthcare providers to best transition to new technology, they need assurances that the network will be specifically designed to meet industry needs.

Some considerations include:

- **Connected medical devices:** A hospital network must be able to identify, securely onboard, and connect a variety of medical devices (fixed and mobile) to their respective applications.
- **Need for high resolution imaging for diagnosis:** 4k imaging and high-resolution images are increasingly being used by doctors to improve diagnosis. The network must be able to transfer large image files without network delays or without affecting the performance of the network.
- **Mobile patient information:** Patient information such as EHR/EMR, imaging, and medical file, need to be accessible everywhere, anytime, on any clinician device, and on-demand, with the lowest possible latency.

With an ever-growing need for healthcare and healthcare facilities, large hospitals and their subsidized branch facilities are demanding more stable and reliable sources for network solutions. The field of Information Technology and Network Infrastructure Management has become crucial components within the healthcare industry. Today, many hospitals, clinics, and outpatient care providers are taking full advantage of the benefits that modern technological advances have to offer.

## **1.2 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 engineering and construction to a single firm, partnership, corporation, joint venture or consortium with specialized in LAN & TELEPHONE line installation.

## **1.3 Minimum Qualifications of Proponent**

The eligibility requirements shall comply with the provisions of Annex "G" of the Revised IRR of RA 9184.

## **2.0 OBJECTIVES**

In general, this project seeks to :

- a. Upgrade to a fast Network Infrastructure to serve the current & future requirements of East Avenue Medical Center.
- b. Increase network speed to 1,000 mbps = 1 gbps (gigabit network) or 10x the speed of our current network.
- c. Network hub and switches speed will all be upgraded to 1,000 mbps (1 gbps). All of them will have Fiber Channel Backbone capability to connect to the Fiber Cable
- d. Switches between buildings to 1,000 mbps (1gbps) with capability up to 10,000 mbps (10 gbps).
- e. Network cabling within buildings will all be upgraded to Cat 6 Copper Cable that is 1,000 mbps (1gbps).
- f. Network between or outside buildings will be connected to Fiber Optics Cable that have 1 gbps, 10 gbps, or above for future technology advancement to 10x up to 100x the speed of our current network.
- g. Network must be able to handle large volume of data including Video Conferencing, CCTV, & VOIP.
- h. Network must be designed for the increase in number of nodes, servers, computers, printers, & other devices.
- i. The network must be able to handle the HD IP Cameras for CCTV bandwidth requirements to 1,000 mbps or 1 gbps.
- j. The network must be able to handle VOIP (Voice Over IP) and Video Conferencing Communication within the hospital, DOH Main or Regional Offices, & other DOH Hospitals.
- k. Network traffic must be efficiently handled due to the capacity & speed upgrade.

### **3.0 SCOPE OF THE CONTRACT**

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

1. Engineering Surveys and Investigations
  - 1.1. Surveys and investigations of the site includes boundaries of the property, elevations and contours, location, dimensions and other pertinent data on existing buildings and improvements and existing utility lines (e.g. water, power, telephone).
2. Design Development Drawings
  - 2.1. Preparation of the following schematic drawings and documents for design development based on the design plans prepared by the EAMC.
    - i. Site Development
    - ii. Engineering Plans, Layout and Schematic Diagram.

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

1. Preparation of the following Detailed Design Drawings based on the approved Design Development Drawings and Design Parameters including any revisions and refinements as approved and required by the EAMC:

#### **3.1 Obligation of the Contractor**

- a. Undertake Detailed Engineering Design (DED) including Detailed Design Estimate (DDE) with corresponding Detailed Unit Cost Analysis (DUCA) per item subject to evaluation and acceptability of the EAMC. Only upon the submission and acceptance of these documents will the Contractor
- b. The project shall be constructed according to the DED prepared by the winning Bidder and approved by the EAMC, and in compliance with the Minimum Performance Specifications and Parameters.

The following works and other incidentals shall undertaken as described hereunder:

1. The contractor shall ensure that its firsthand information on the campus site development plan and other readily available from the owner. Such will be used to define project design criteria and serve as basis for any changed conditions and establish project cost estimate. Should any of these data and other pertinent data be unavailable, the Contractor shall carry out the needed testing/investigation to complete the needed design data.

- c. The contractor shall be held liable for the design and defects and/or failure of the completed project within the warranty period specified in Section 62.2 of the revised IRR-A of RA 9184.
- d. Coordinate with the different utility providers and/or concerned agencies with regards to the existing utility lines such as electrical lines, telephone line, water pipeline and all other utilities affected by the Project. The contractor shall be responsible for the retrieval and/or turnover of all salvageable materials.
- e. Summary of Works, General Notes and Technical Specifications describing the type and quality of materials and equipment to be used, manner of construction and the general conditions under which the project is to be constructed.

### **3.2 Obligation of the EAMC**

- a. Approve the contractor's design without diminishing the Contractor's full and sole responsibility for the quality and integrity thereof.
- b. Supervise and monitor the implementation of the project.
- c. Pay the accomplishment accepted in conformance with the minimum performance specifications included under the Design and Build Contract.

### **3.3 Contract Terms of Reference**

The Standard Bidding Documents in the approved Government Procurement Policy Board (GPPB), Latest Edition including Form of Contract, shall be used, with appropriate modifications to incorporate pertinent provisions of Annex "G" of the Revised IRR of RA 9184.

## **4.0 CONCEPTUAL DESIGN**

The proposed project shall have two (2) main phases: the design phase and the construction phase.

The design phase shall include conducting evaluation of the site, which will form the basis of the proposed UPGRADING OF EAMC TELEPHONE and LAN SYSTEM, PHASE 2.

## **PROJECT DEFINITION**

The Owner/Procuring Entity does not guarantee that the preliminary data provided are fully correct, up to date and applicable to the project. The Contractor shall solely be responsible for the accuracy and applicability of all data that it will use in its Design and Build proposal and services. It shall also be solely responsible for the integrity of the detailed engineering design and irrespective of the approval of the Owner/Procuring Entity. It shall also be solely responsible for the design and liable for the defects and/or failures of the completed project.

The Contractor shall conceptualize a solution that will preserve the existing utilities and at the same time provide a safe environment.

1. General Requirement
2. Project Location Map
3. Proposed Project Area
4. General Concept

## **SCOPE OF WORKS**

The Contractor is required to perform the following scope of works:

1. Review of Existing Information

Review the basic design parameters and detailed scope of works. The contractor shall ensure that it is firsthand information on the site development plan, construction data of existing buildings, survey report and other documents that are readily available from the Owner. Such will be used to define project design criteria and serve as the basis for any changed conditions and establish project cost estimates. Should any of these data and other pertinent data be unavailable, the Contractor shall carry out the needed investigation to complete the needed design data.

2. Field Survey and Site Inspection

The contractor shall conduct the appropriate site survey, establishing of horizontal and vertical controls points should be deem it necessary.

The Contractor shall prepare the design on the basis of the data obtained from site investigations and survey of existing site conditions, and other investigation of the area necessary in the standard engineering practice to ensure the safety of the end-user.

At the end of the design stage, the Contractor is expected to produce the appropriate design and construction plans, as enumerated in the schedule of submittals in these specifications.

3. The contractor, at their own expense, shall supply the necessary Documents, Labor, Materials, Transportation, Tools, Supplies, Equipment, and appurtenances;
4. The Contractor shall manage and supervise the Project to its satisfactory completion in accordance with the Plans, Specifications, and Terms of Refence approved by the Medical Center Chief or any duly athorized representative;
5. Permits

The Contractor shall process and secure all the necessary permits as required by the authorities for the preparation, execution and upon completion of the contract.

The Contractor shall coordinate with other agencies and pay the corresponding fees incidental to the acquisition of the requirements.

## 6. Construction Works

The Contractor shall perform the following construction activities but is not limited to the following:

### a. Mobilization/Demobilization

The Contractor shall mobilize and bring out into work, all personnel, plant and equipment, in accordance with his approved construction program, equipment moving and utilization schedule and manpower schedule, from its regular business to the site to undertake the contract.

Mobilization shall include the obtaining and transporting to jobsite of equipment, materials, tools, personnel, constructional plant and all necessary items for the execution and completion of the work and shall also include the setting up and verification of all equipment and instruments until it is rendered operable.

Demobilization shall include dismantlement and removal from the site of the Contractor's materials and equipment and all temporary facilities. It shall also include a clean-up of the site after completion of the contract as well as transportation from the site of the contractor's personnel.

### b. Site Clearing and Proper waste disposal

General site clearing operations include the removal of demolished materials and objectionable matter, protection of existing structures/facilities left functional and clearing to allow for new construction.

The Contractor obliged to provide barricades, coverings, or other types of protection necessary to prevent damage to existing structures and facilities. Likewise, he is to dispose of materials, trash and debris in a safe and acceptable manner in accordance with applicable laws and ordinances. Burying and burning of trash and debris at the site will not be permitted. Trash and debris shall be removed from the site at regular intervals to prevent from accumulating and ultimately delaying the course of the work.

## 7. CABLING WORKS

- Installation of pipes and fittings with proper hanger and support (PVC Pipes and PVC Moldings)
- Civil works may include minor chipping

- Cable pulling and end to end termination of UTP Cable Cat6 for the designated location of **350 Data nodes** are as follows:
  - **Main Building Basement - 76 Data nodes** (Hearing Center – 1 Data node, Sterile Room – 1 Data node, Tahan-Tahanan – 1 Data node, Dietary – 3 Data nodes, Staff Dining – 1 Data node, Procurement – 16 Data nodes, MMS – 22 Data nodes, Engineering – 11 Data nodes, Maintenance Service – 2 Data nodes, Linen – 2 Data nodes, Motor pool – 2 Data nodes, OB-Ward – 3 Data nodes, Birthing Center – 3 Data nodes, Biomed – 4 Data nodes, Ward 1 – 2 Data nodes, IERB – 1 Data node, and Isolation Room Info – 1 Data node)
  - **Main Building G/F North - 71 Data nodes** (Lobby Information – 2 Data nodes, CSU – 3 Data nodes, Pharmacy – 13 Data nodes, Admitting – 5 Data nodes, QMO – 4 Data nodes, Budget – 8 Data nodes, COA – 7 Data nodes, Finance – 6 Data nodes, Accounting – 20 Data nodes, PABX – 2 Data nodes, and Telephone Operator – 1 Data node)
  - **Main Building G/F Rehab - 23 Data nodes** (Neuro Science – 4 Data nodes, EEG Room – 1 Data node, EUG-NCU Room – 1 Data node, EYE Room 1 – 1 Data node, Rehab Medicine Info – 1 Data node, Consultation Room – 1 Data node, Intern Lounge – 1 Data node, Occupational Therapy – 2 Data nodes, Conference Room – 1 Data node, Tumor Clinic Info – 1 Data node, Tumor Records – 1 Data node, Heart Station – 2 Data nodes, ECG – 3 Data nodes, Bloodless – 1 Data node, Dialysis Center – 1 Data node and Ortho Clinic – 1 Data node)
  - **Main Building G/F Laboratory - 31 Data nodes** (Drug Test – 1 Data node, Donor Room – 2 Data nodes, Lab Info – 6 Data nodes, Blood Bank – 3 Data nodes, Chairman's Office – 3 Data nodes, Bacteriology – 1 Data nodes, Chemistry – 5 Data nodes, Hematology – 1 Data node, Microscopy – 4 Data nodes, and Pathology – 5 Data nodes)
  - **Main Building G/F Radiology - 36 Data nodes** (CT-scan – 1 Data node, Ultrasound – 2 Data nodes, Doctors Reading – 9 Data nodes, Chairman's Office – 2 Data nodes, Information – 7 Data nodes, Conference – 1 Data node, MRI – 3 Data nodes, X-ray Room – 8 Data nodes, and Burning Station – 3 Data nodes)
  - **Main Building G/F ER TRAUMA - 8 Data nodes** (Nurse Station – 1 Data node, Burn Unit – 1 Data node, E.R. / O.R. - 1 Data node, EMED Office – 2 Data nodes, ACS – 1 Data node, and Social Service – 2 Data nodes)
  - **Main Building 7/F Auditorium/Penthouse – 1 Data Node**

- **Main Building 2/F North - 57 Data nodes** (IHOMP – 11 Data nodes, PETRO – 4 Data nodes, HRMO – 21 Data nodes, Meeting Room – 2 Data nodes, CMPS – 3 Data nodes, Director's Office – 4 Data nodes, HOPSS – 3 Data nodes, NSO – 2 Data nodes, Legal Office – 3 Data nodes, and COVID Task Force – 2 Data nodes, Conference Room – 2 Data nodes)
  - **Main Building 2/F West / South - 22 Data nodes** (Medical Records – 20 Data nodes, URO Information – 1 Data node and Conference Room – 1 Data node)
  - **Eye Center - 12 Nodes** (Registration – 2 Data nodes, Cashier – 2 Data nodes, Information – 2 Data nodes, Records Section– 1 Data node, Nurse Station – 1 Data node, Admin Room – 1 Data node, General Ophthalmology – 1 Data node, Operating Room - 2 Data nodes)
  - **OPD Building – 10 Data Nodes**
  - **NRL New Building – 2 Data nodes**
  - **Toxicology Department – 1 Data node**
  - Data nodes can be reassigned to any location if needed for as long as it is at the same department/section/unit
  - **TELEPHONE SYSTEM (MAIN BUILDING TO CERID BUILDING)**
  - Cable pulling and end to end termination of Multi-pair UTP Cable Cat6 from Main Building to CERID Building with **40 voice nodes**.
  - Cable pulling and end to end termination of UTP Cable Cat6 for the designated location of Laboratory Department with **8 voice nodes**.
  - Testing, tagging, tracing and termination at patch panel of 40 voice nodes at designated location in the CERID Building.
- |                    |                    |
|--------------------|--------------------|
| GF – 8 voice nodes | 4F – 8 voice nodes |
| 2F – 8 voice nodes | 5F – 8 voice nodes |
| 3F – 8 voice nodes |                    |
- Testing, tagging, tracing and termination at patch panel of 8 voice nodes from PABX to Laboratory Department.
  - Cable pulling and end to end termination of one run of FOC MM OM4 8 core outdoor/indoor cable at both ends using Fusion Machine for data node cabinets at the following:
    - Main Building (Basement to IHOMP)

- Main Building (Ground Floor to IHOMP)
  - Main Building (2<sup>ND</sup> Floor to IHOMP)
  - Eye Center (Eye Center to IHOMP)
  - OPD Building (Family Medicine to IHOMP)
  - Penthouse/Auditorium (7<sup>th</sup> Floor to IHOMP)
  - ER Trauma Complex (ER Trauma to IHOMP)
- Installation of at least 2ft data cabinet IDF's at Main Building, ER Trauma and Eye Center
  - Installation of 6 feet data cabinet at IHOMP Server Room / Data Center
  - Grooming and replacement of switches at Cashier, Billing/Philhealth, 3/F IDF, 4/F IDF, 5/F IDF and EYE CENTER IDF
  - Installation of cabinet with lock for 3/F IDF, 4/F IDF, 5/F IDF and EYE CENTER
  - Supply and Installation of TWENTY-EIGHT (28) units UPS 2KVA / 230V in all selected IDF's
  - Supply and Installation of ONE (1) unit UPS 6KVA / 230V at IHOMP
  - Mounting of patch panel, switches, and fiber panel
  - VLAN Integration, Configuration, and Implementation
  - Firewall Configuration
  - Installation of electrical outlet for the new data node cabinet
  - Cable identification using proper tagging and labeling
  - Testing and commissioning

## 8. CORE SWITCH MODULE

LOCATION	CORE SWITCH MODULE	QUANTITY
IHOMP	Core Switch, Modular Switch with 6 open module slot Supports a maximum of 144 autosensing  10/100/1000 ports or 144 SFP ports or 48 SFP+ ports or 48 Smart Rate Multi-Giga or 12 40Gbe ports, or a combination	1 unit
Main Building - Basement	48G Switch, 48 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on	2 units

	premise management. Layer 3 capabilities for distribution role.	
Main Building – Ground Floor, North Wing	48G Switch, 48 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	2 units
Main Building – Ground Floor, Rehab	48G Switch, 48 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	1 unit
Main Building – Ground Floor, Laboratory	48G Switch, 48 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	1 unit
Main Building – Ground Floor, Radiology	48G Switch, 48 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	1 unit
Main Building – Ground Floor, ER Trauma Complex	48G Switch, 48 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	1 unit
Main Building – Second Floor, North Wing	48G Switch, 48 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	1 unit
Main Building – Second Floor, West and Southeast Wing	48G Switch, 48 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	1 unit

Out Patient Department Building – EYE CENTER	48G Switch, 48 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	1 unit
Main Building – Basement, Billing and Claims	24G Switch, 24 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	1 unit
Main Building – Basement, Cash Operation Section	24G Switch, 24 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	1 unit
OPD Building – Ground Floor, Family Medicine	24G Switch, 24 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	1 unit
Main Building – Third Floor, West Wing	24G Switch, 24 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	1 unit
Main Building – Fourth Floor, North Wing	24G Switch, 24 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	1 unit
Main Building – Fifth Floor, West Wing	24G Switch, 24 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	1 unit
Main Building – Fifth Floor, Southeast Wing	24G Switch, 24 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on	1 unit

	premise management. Layer 3 capabilities for distribution role.	
Main Building – Ground Floor, ER Trauma	24G Switch, 24 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	1 unit
Main Building – Seventh Floor	24G Switch, 24 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	1 unit
Out Patient Department Building – EYE CENTER	24G Switch, 24 port GbE autosensing 10/100/1000 ports, 4 SFP+ Ports. Should be capable of cloud-management and on premise management. Layer 3 capabilities for distribution role.	1 unit

## 9. CIVIL WORKS

### DATA CENTER / IHOMP AREA

- Supply, delivery and installation of door access with Keycard/Biometric and/or RFID card.
- Dismantling of existing sprinkler system located at DATA CENTER
- Fire Suppression (Dismantling and Installation of Fire Extinguisher).

### RESTORATION

- Repair/restore existing structure and finishes damage by the installtion of of cables for LAN and Telephone system.
- Repaint damage structures with the same color of the existing.

### APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (**ABC**) is **Php. 12,000,000.00**. This is the ceiling acceptable bids. Bids higher than ABC shall be automatically rejected.

## **DESIGN AND CONSTRUCTION SCHEDULE**

The project shall be carried out within the duration herein specified:

- A. Design Phase, which shall include the Detailed Engineering, including presentation and approval as well as Permit Acquisitions --- thirty (30) calendar days; and
- B. Construction Phase, which encompasses all works stipulated in the TOR as well as post construction evaluation --- one hundred seventy (170) calendar days

The Total Project Duration is two hundred **(200)** calendar days.

## **PROJECT COMPLETION**

Considering that this is a priority and fast track project that needs to be completed on tight schedule, the Contractor shall complete the design-build services under contract.

## **SELECTION OF DESIGN AND BUILD CONTRACTOR**

The procurement and implementation of the project using the "Design and Build" schem shall be in accordance with the provisions of RA 9184, specially it Annex G. Bidding shall be conducted by the Bids and Awards Committee constituted to conduct the procurement of the project. The Technical Working Group (TWG) shall likewise assist the Bids and Awards Committee in the evaluation of technical proposals in accordance with the criteria set. The TWG shall likewise supervise the overall project implementation.

### *1. Eligibility Requirements*

- 1.1 1.1 The eligibility requirements for Design and Build infrastructure projects shall comply with the applicable provisions set forth in RA 9184.
- 1.2 A modified set of requirements integrating the eligibility documents and criteria for the design and build infrastructure projects shall adopted as follows:
  - 1.2.1 Class A documents (Legal, Technical and Financial Documents) and Class B documents.
    - a. Relevant statements of all on-going, completed, awarded but not yet started design and build related contracts, curriculum vitae of key staff, partners or principal officers; and
    - b. Valid licenses issued by the Professional Regulation Commission (PRC) for the design proposal.

### 1.2.2 Eligibility Criteria

- a. The eligibility of design and build contractors shall be based on the legal, technical and financial requirements. In the technical requirements, the design and build contractor should be able to comply with the experience requirements under the IRR of RA 9184, where one of the parties (in a joint venture/consortia) should have at least one similar contract, both in design and construction, with at least 50% of the cost of the Approved Budget for the Contract (ABC).
- b. The relevant provisions stipulated in the IRR of RA 9184 on eligibility requirements shall be observed.
- c. Valid Philippine Contractor's Accreditation Board (PCAB) license registration for **Size Range – Small B, Category C & D, Specialty – Communication Facilities**.

## 2. *Submission and Receipt of Bids*

- 2.1 The technical proposal shall be comprised of all the required documents for infrastructure projects under Section 25.2 of the IRR of RA 9184 and the following additional documents:

### 2.1.1 Schematic Documents

The schematic documents shall be a take-off from the approved design brief. These documents shall be scaled presentation drawings comprising, but not limited to, site development plans, elevations, sections and other necessary drawings to illustrate the size and character of the project. Also included in the presentation drawings is the proposed structural and construction system for consideration. They shall be submitted drawings on 20" x 30" paper using the appropriate scale. Similarly, it should also include a PERT-CPM, an outline of specifications, illustrating the size and character of the project, and showing the kinds of materials to be used, the structural concept and type, the types of electrical utility system to be installed, including other items of work that are indicated in the Terms Of Reference and design Brief.

### 2.1.2 Design and Construction Methods

Emphasis shall be made on the construction methods that best fits the cost and duration of the project. Pre-fabricated and/or modular construction systems, with a proven track record and history of past project, may only be accepted after passing a thorough evaluation.

#### 2.1.3 Value Engineering Analysis of Design and Construction Method

Prospective bidders shall prepare a value engineering analysis report of their proposed design and construction method to be applied for the Project.

#### 2.1.4 List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualifications and experiences. (See Staff Requirements)

#### 2.1.5 List of construction equipment/tools for the contract to be bid.

### **MINIMUM REQUIREMENTS FOR A CONSTRUCTION SAFETY AND HEALTH PROGRAM**

Every construction project shall have a suitable Construction Safety and Health Program, which must be in accordance with the rules, and other orders and issues issued by the DOLE, the Construction-in-Change, or an responsible officer, shall be responsible for the compliance of the Program.

### **MINIMUM STAFF REQUIREMENTS**

The Contractor shall provide adequate and qualified staff to perform the services required herein. The key personnel and the respective qualifications of the **DESIGN PERSONNEL** shall as follows:

#### 1. PROJECT COORDINATOR

- i. Licensed Electronics Communication Engineer
- ii. At least 10 years experience in overall project management
- iii. Superb oral and written communication skills, organization skills and excellent administrative abilities.

#### 2. ELECTRONIC COMMUNICATION ENGINEER

- i. The Electronic Communication Engineer must be a Professional Electornic Communication Engineer with at least ten (10) years experience in the design of similar installation.

#### 3. AUTOCAD OPERATOR - (2)

- i. At least five (5) years of experience in the design and knowledgeable in the application of the rapid design technology.

The key professionals and the respective qualifications of the **CONSTRUCTION PERSONNEL** shall be as follows:

1. PROJECT MANAGER

The project manager shall be a licensed engineer and a practicing engineer with at least fifteen (15) years of relevant experience in projects involving in other similar or comparable projects in different locations. The project manager should have a proven record of managerial capability through the directing/managing of major engineering works, including project of a similar magnitude.

2. PROJECT ENGINEER

The project engineer shall be a licensed Professional Electronic Communication Engineer with at least ten (10) years experience in supervision/implementation of similar installation.

3. SITE ENGINEER

The site engineer must be a duly-licensed Electronic Communication Engineer with at least five (5) years experience in the similar and comparable projects implementation.

4. FOREMAN

The foreman must have at least ten (10) years experience in similar and comparable projects and shall be preferably knowledgeable in the application of rapid construction technologies.

5. SAFETY OFFICER

The safety officer must be an accredited safety practitioner by the department of labor and employment (DOLE) and must have undergone the prescribed forty (40) hour construction safety and health training (COSH).

The above key personnel listed are required. The DBC may, as needed and at its own expense. And additional professionals and/or support personnel for the optimal performance of all construction services, as stipulated in these terms of reference, for the project.

Prospective bidders shall attach each individual's resume, PRC license of the professional staff, certificates of training and other pertinent documents proving the said professional's expertise.

All personnel assigned to construction must be available anytime in the project site.

## **MINIMUM EQUIPMENT REQUIREMENTS**

The contractor shall provide adequate equipments for the proposed project required herein. The minimum lists of equipment shall as follows:

1. Networks Analyser / Scanner
2. Crimping Tools
3. Tone Tracer

### **REPERTORIAL REQUIREMENT**

The contractor shall present, in Powerpoint format or its equivalent, to the Owner his Detailed Design Concept and Construction Plans and Schedule within fourteen (14) calendar days upon receipt of notice to proceed/contract effectivity, but not necessarily limited to the following:

1. Site Development Plans
2. Schematic Plans
3. Riser Diagrams
4. Construction Schedule

### **SUBMITTALS, STAGES AND DELIVERY**

The following submittals and accomplished documents shall be duly completed and turn-over by the Design-And-Build contractor for the project:

1. For the Design Phase
  - a. Construction Plans, which include Cable Layout signed and sealed by the Professional Electronic and Communication Engineer;
  - b. Technical Specifications;
  - c. Detailed Cost Estimate;
  - d. Bill of Quantities; and
  - e. Detailed Unit Cost Analysis.
2. For the Construction Phase
  - a. As-built plans;
  - b. All necessary plans
  - c. shop drawings, if applicable;
  - d. Test results; and
  - e. Guarantees, warranties and other certificates

## **INSTALLATION AND WORKMANSHIP**

1. Personnel of the design and build contractor should be specialists and highly skilled in their respective trades, performing all labor according to first class standards. A full-time Project Engineer and Construction Safety Officer/Engineer shall be assigned by the design and build contractor at the job site during the construction of the project.
2. All work to be sub-contracted shall be declared by the design and build contractor and shall be approved by the owner/procuring entity.
3. Any errors, omissions, inconsistencies, inadequacies or failure submitted by the design and build contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the design and build contractor's cost. If the design and build contractor wishes to modify any design or document which has been previously submitted, reviewed and approved, the design and build contractor shall notify the procuring entity within a reasonable period of time and shall shoulder the cost of such changes.

## **WARRANTIES OF THE DESIGNER BUILDER**

1. The designer builder warrants that shall conform strictly with the terms and conditions of these Terms of Reference.
2. The designer builder warrants, represents and undertakes reliability of the service and that their manpower complements are hardworking, qualified/reliable and dedicated to do service required to the satisfaction of the **EAMC**. It shall employ well behaved and honest employees with ID's displayed conspicuously while orkin within the compound. It shall not employ EAMC employees to work in any category whatsoever.
3. The designer builder shall comply with the laws governing employees compensation, Philhealth, Social Security and/ or labor standards and other laws, rules and regulations applicable to its personnel employed by the designer builder on account of contracted services. The designer builder shall pay its personnel not less than the minimum wage and other benefits mandated by law.
4. The designer builder in performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply the rules, regulations and directives of regulatory authorities and commissions. The designer builder undertakes to pay all fees or charges payable to any instrumentality of government or to any other duly constituted authority relating to the construction project.

5. The designer builder's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and stablished safety regulations, rules and practices.
6. The designer builder shall coordinate with the resident engineer and or any of his authorized representative in the preformance of their job.
7. The designer builder shall be liable for any loss, damage, or injury as may be due directly through the fault or negligence of its personnel. It shall assume responsibility thereof and the
8. EAMC shall be specifically released from any responsibility arising therefrom.
9. The designer builder shall neither assign,transfer,pledge any part or interest therein; however, sub contracting may be allowed provided that tha main contractor shall be responsible for the full compliance of all applicable provisions of its TOR by the sun contractor.
10. Hardware Equipment shall have a two (2) years minimum warranty.
11. Cabling system shall have a twenty (20) years warranty.
12. 48 PORT AND 24 PORT Gigabit network switches shall have five (5) years warranty.

## **DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR DURING CONTRACT IMPLEMENTATION**

The following documents shall be provided by the Contractor during Contract Implementation:

Signed Contract  
Approved "FOR CONSTRUCTION" Drawing  
Approved Technical Specifications  
Approved Detailed Cost Estimate with Unit Cost Analysis  
Design Analysis  
Design Report  
As-Built Plans

## ***Section VII. Drawings***

(Not Applicable)

## ***Section VIII. Bill of Quantities***

(Not Applicable)

# Section IX. Checklist of Technical and Financial Documents

## Checklist of Technical and Financial Documents

### I. TECHNICAL COMPONENT ENVELOPE

#### Class “A” Documents

##### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;  
**and**
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- ☐ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

##### Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- ☐ (h) Philippine Contractors Accreditation Board (PCAB) License (*Minimum PCAB: Size Range – Small B, Category C & D, Specialty – Communication Facilities*);

- In case of Joint Ventures
  - Special PCAB License and Registration for the type and cost of the contract to be bid;;

- ☐ (i) 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**
- ☐ (j) Project Requirements, which shall include the following:
  - ☐ a. Organizational chart for the contract to be bid;
  - ☐ b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
  - ☐ c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- ☐ (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.

(l) **Additional Requirements:**

- Construction Schedule; **and**
- S-Curve
- Manpower Schedule
- Construction Methods
- Equipment Utilization Schedule
- Construction Safety and Health Program  
Note: Winning Bidder must submit Construction Safety and Health Program approved by the DOLE before the execution of the contract
- Other acceptable tools of Project Scheduling

Financial Documents

- ☐ (m) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (n) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

***Class "B" Documents***

- ☐ (o) 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. **or** If not applicable, a Certificate of No Joint Venture Agreement must be submitted

**II. FINANCIAL COMPONENT ENVELOPE**

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

Other documentary requirements under RA No. 9184

- ☐ (q) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (r) Cash Flow by Quarter and payments schedule.

