



**UNIVERSITY OF THE PHILIPPINES
PHILIPPINE GENERAL HOSPITAL**

Taft Avenue, Ermita, Brgy. 670 Zone 72,
Manila 1000 Metro Manila

TERMS OF REFERENCE

Project Title : PROPOSED PSYCHIATRIC WARD RESTROOMS
RENOVATION

Location : WARD 7, PGH COMPOUND, TAFT AVENUE, MANILA

Date : January 2021

TERMS OF REFERENCE

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PART I GENERAL PROJECT INFORMATION

1.0 PROJECT DESCRIPTION

1.1 Project Title:
PROPOSED PSYCHIATRIC WARD RESTROOMS RENOVATION

1.2 Definition of Terms

- a. UNIVERSITY shall mean the University of the Philippines (UP)
- b. HOSPITAL shall mean the Philippine General Hospital (PGH)
- c. END-USER shall mean the Psychiatric Ward (Ward 7) of UP - PGH
- d. IMPLEMENTING AGENCY shall mean the University of the Philippines – Philippine General Hospital (UP-PGH).
- e. ARCHITECT CONSULTANT shall mean the architect proposing the project scope of work and conceptual design
- f. CONTRACT shall mean the written agreement entered into between the UNIVERSITY and the CONSTRUCTION MANAGEMENT CONSULTANT for the construction management of the PROJECT.
- g. CONTRACT DOCUMENTS shall mean the agreements or CONTRACTs, including General Conditions and Special Conditions, as well as any and all documents which are referred to in the CONTRACTs as CONTRACT DOCUMENTS, or any modifications, revisions or alterations authorized by the HOSPITAL and agreed to by the CONSTRUCTION MANAGEMENT CONSULTANT during negotiation.
- h. CONSTRUCTION shall mean the delivery of all necessary architectural and engineering designs, materials, labor and equipment in accordance with the HOSPITAL-approved Architectural design brief, specifications and bill of quantities of the PROJECT, performed within a specified CONTRACT duration.
- i. CONTRACTOR'S CONTRACT shall mean the written agreement entered into between the HOSPITAL and the contractor engaged for the construction of the PROJECT.
- j. CONSTRUCTION CONTRACT DOCUMENTS shall mean the duly-approved plans, specifications, estimates, bill of quantities and other documents that define the technical requirements of the PROJECT, as prepared by the DESIGN AND BUILD CONTRACTOR, which shall form part of the bid documents for the procurement of civil works of the PROJECT.
- k. CONTRACTOR shall mean the individual, sole proprietorship, partnership or corporation engaged by the HOSPITAL to execute the PROJECT through the delivery of architectural and engineering design, materials, labor and equipment in accordance with the HOSPITAL-approved plans, specifications and bill of quantities of the PROJECT, performed within a specified CONTRACT duration.
- l. PROJECT or WORK shall mean all the works/activities and/or scope of works to be performed and completed, as well as any revisions, alterations and any extra work ordered to be done by the UNIVERSITY under the CONTRACT.
- m. CONSTRUCTION PROJECT/WORK shall mean all the works/activities and/or scope of works to be performed and completed, as well as any revisions, alterations and any extra work ordered to be done by the HOSPITAL to the CONTRACTOR.

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- n. PROJECT SITE shall mean the place or area where the CONSTRUCTION WORK is or will be carried out.
- o. CONTRACTOR QUALITY CONTROL (CQC) shall pertain to the process wherein the CONTRACTOR manages his own, his suppliers' and his subcontractors' activities to comply with contract requirements.
- p. CONTRACTOR QUALITY CONTROL PLAN (CQCP) shall be the documentation of the process of Contractor Quality Control, an outline of the procedures and personnel to be employed by the CONTRACTOR to ensure that completed work complies with the CONSTRUCTION CONTRACT DOCUMENTS. The CQCP includes, but is not limited to, process control testing, inspection/control procedures, quality records and personnel qualifications. The CQCP shall be coordinated with jobsite safety and health requirements to effect zero defects and zero accidents. During construction, the CONSTRUCTION MANAGEMENT TEAM shall guide and assist the CONTRACTOR in developing and executing the CQCP.
- q. PROGRAM shall be the set of documents submitted by the CONTRACTOR for approval by the IMPLEMENTING AGENCY which includes, but is not limited to, the schedule of construction activities, the resources schedule (i.e. equipment utilization schedule, financial program, construction safety and health program and manpower schedule) and the CONTRACTOR QUALITY CONTROL PLAN.

1.3 General Description

This project covers the renovation all the restrooms of the Ward 7 ground and mezzanine levels, including the male and female ward restrooms. Renovation shall include re-tiling, re-piping and installation of new toilet fixtures to solve reported leaks, dysfunctional fixtures, and to breathe new life into the restrooms.

Accessible toilet cubicles are also proposed for construction within the ward restrooms. These hope to ease the toilet use by patients and their caregivers. The governing principle of the project is to ensure the safety and security of the patients and staff within the ward restrooms.

1.4 Project Components

The project shall have the following basic components:

- (a) Demolition of the existing doors for replacement
- (b) Surface preparation for repainting and re-tiling works
- (c) Installation of new toilet fixtures with re-piping
- (d) Construction of septic tanks
- (e) Construction of new ceilings and installation of new light fixtures

This list is not exhaustive. Refer to the Architectural and Engineering plans for the complete project scope.

2.0 PROCUREMENT OVERVIEW

- 2.1 The procurement of this project will be conducted through open and competitive bidding in adherence to the declared policies of Republic Act (RA) 9184, Section 2, Implementing Rules and Regulations (IRR-A).

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- 2.2 Eligibility requirements shall be subject to Section 23 and Section 24, Rule VIII, RA 9184 and in compliance with the requirements enumerated under the Instruction to Bidders (ITB) and in the forms prescribed by the Government Procurement Policy Board (GPPB) for this type of procurement.
- 2.3 The determination of award to the winning bidder shall be subject to compliance with the minimum qualification requirements for this contract and through a series of pre-determined evaluation processes and procedures as enumerated under this Terms of Reference (TOR) and in accordance with the provisions of RA 9184 and other pertinent laws, circulars and orders.
- 2.4 The HOSPITAL reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award without thereby incurring any liability to the affected party(ies).

3.0 PROCUREMENT OBJECTIVES

- 3.1 To renovate the existing ward 7 restrooms in accordance with the Plumbing Code, Accessibility Code and the Building Code, taking into consideration the maintenance aspect of the building, facilities and utilities.
- 3.2 To implement a turnover procedure in accordance with Part VIII Project Acceptance and Turnover.

4.0 SCOPE OF WORK

The UP - PGH, through a architect consultant and the Office of Engineering and Technical Services (OETS), shall provide the architectural and engineering design plans and Technical Specification **Proposed Psychiatric Ward Restrooms Renovation**. In compliance with the architectural and engineering design, the Technical Specifications and these Terms of Reference, the CONTRACTOR shall perform the professional regular services, as follows:

A. Pre-Construction

The CONTRACTOR shall investigate the site pursuant to the proposed scope of work. Any discrepancies on the plans and the actual site shall be coordinated with the consulting architect for clarifications.

B. Construction Phase

The CONTRACTOR's scope of work during the Construction Phase shall be as follows;

- a. Prepare supplemental drawings as may be required by actual site conditions, for review and approval by the end-user/s, ARCHITECT CONSULTANT and the OETS;

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- b. Have samples, schedules, and other submissions approved for conformity with the plans specifications and other contract documents and written instructions it issued, or those issued by the PROCURING ENTITY or its authorized representatives;
- c. Advise or give recommendations to the IMPLEMENTING AGENCY, through the ARCHITECT CONSULTANT, on matters relating to the execution and progress of the work or the interpretation of the CONTRACT DOCUMENTS;
- d. Conduct mandatory periodic visits, at least once a week, at the PROJECT SITE to familiarize itself generally with the progress and quality of the work and ensure that it proceeds in accordance with the contract documents, plans and specifications. During such visits, and on the basis of its observations on the PROJECT SITE, the CONTRACTOR shall endeavor to guard and immediately inform the IMPLEMENTING AGENCY, through the ARCHITECT CONSULTANT, against defects and deficiencies in the work of the building contractor and condemn poor quality of work;
- e. The CONTRACTOR, the ARCHITECT CONSULTANT and the authorized representatives of the PROCURING ENTITY shall conduct the necessary inspection to determine the date of substantial and final completion of the PROJECT and issue the final Certificate of Payment.

6.0 APPROVED BUDGET AND PROJECT DURATION

- 6.1 The Approved Budget for the Contract (ABC) is **Three Million, Two Hundred Twenty-One Thousand, Six Hundred Ninety-Six Pesos and Sixty-Eight Centavos (Php 3,221,696.68).**
- 6.2 The Approved Period for the investigation and construction phase is **ONE HUNDRED EIGHTY (180) CALENDAR DAYS**, with strict observance of project phasing.

END OF PART I

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PART II

DETAILED PROJECT REFERENCE

1.0 ELIGIBILITY AND QUALIFICATION PROCESS

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

2.0 ARCHITECTURAL AND ENGINEERING DESIGNS

The BIDDER shall abide by these criteria and parameters for the renovation of the Ward 7 Restrooms.

Classification

- | | | | |
|-----|-----------|---|--------------------------------|
| (a) | Ownership | : | UP Philippine General Hospital |
| (b) | Type | : | Institutional Support Space |

2.1 Main Requirements

The BIDDER shall consider the requirements listed in the Project Scope of Work and BOQ in conformity with the issued HOSPITAL-approved Architectural and Engineering Designs.

2.1 Other Services

- (a) Power Supply System
- (b) Water Supply and Sanitary System
- (c) Ventilation

2.2 Other Physical Elements

The BIDDER shall consider in their proposal the following supplemental physical requirements:

- (a) Security
 - (i) Non-permanent Perimeter Fencing/Protective Barriers
 - (ii) Unit Door Lock, Chain Lock and Door Eye
- (b) Pedestrian and Supplies Access System
 - (i) Entrance and Exit Access (Stairs, ramps, and the like)
- (c) Universal Design Access Systems
 - (i) Ramps

3.0 PROPOSAL STRUCTURE AND EVALUATION

The procurement of this PROJECT, including its processes, requirements for eligibility, bid proposal structure and evaluation by the Bids and Awards Committee of the UP PGH, shall be

governed by the Implementing Rules and Regulations of RA 9184 or the Government Procurement Reform Act.

Eligible bidders shall submit their bids through their authorized managing officer or their duly authorized representative (i) in the prescribed Bid Form, including its annexes, as specified in the bidding documents, (ii) in two (2) separate sealed bid envelopes, the first containing the technical component of the bid, and the second containing the financial component of the bid, with the name of the contract to be bid and the name of the bidder in capital letters, addressed to the BAC of the agency concerned. The bidder shall mark the two envelopes: "Do not open before (date and time of opening of bids)." Both envelopes shall then be sealed in an outer envelope which shall be addressed to the BAC and shall be marked as specified in the Instructions to Bidders.

3.1 The Technical Proposal

The first envelope, containing the Technical Proposal, shall be comprised of all the required documents for infrastructure projects under Section 25.2 (b) of the IRR of RA 9184 and the following additional documents:

3.1.1 Construction Methods

The BIDDER shall submit a construction methodology and proposed timeline/ GANTT chart. They shall be submitted on ring-bound A4-sized sheets.

3.1.2 List of Construction Personnel, to be assigned to the contract to be bid, with their complete qualifications and experience

a. CONSTRUCTION PERSONNEL

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

a. PROJECT ENGINEER/ARCHITECT

The Project Engineer/Architect shall be a licensed architect or engineer with at least five (5) years' experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

b. ELECTRICAL ENGINEER

The Electrical Engineer must be duly-licensed with at least five (5) years' experience in similar and comparable projects in the installation of lighting, power distribution and building management systems.

c. SANITARY ENGINEER / REGISTERED MASTER PLUMBER

The Sanitary Engineer or Registered Master Plumber must be duly-licensed with at least five (5) years' experience in similar and comparable projects in the installation of plumbing systems.

d. FOREMAN

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The Foreman must have at least five (5) years' experience in similar and comparable projects and shall preferably be knowledgeable in the application of rapid construction technologies.

The key professionals listed are required. The CONTRACTOR may, as needed and at its own expense, add additional professionals and/or support personnel for the optimal performance of all Architectural and Engineering Design Services, as stipulated in these Terms of Reference, for the PROJECT. Prospective bidders shall attach each individual's resume and PRC License of the (professional) staff.

3.2 The Financial Proposal

The second envelope, containing the Financial Proposal, shall be comprised of all the required documents for infrastructure projects under Section 25.3 (b) of the IRR of RA 9184, enumerated as follows:

3.2.1 Lump sum bid prices which shall include the detailed architectural and engineering cost in the Bill of Quantities in the prescribed Bid Form, not to exceed **Php 2,250,608.04**;

3.2.2 Cash flow by the quarter and payments schedule.

4.0 MODE OF PAYMENT

4.1 The HOSPITAL shall pay the winning CONTRACTOR progress payments based on billings for actual works accomplished, as certified by the ARCHITECT CONSULTANT and the IMPLEMENTING AGENCY. In no case shall progress billings be made more than once every thirty (30) calendar days. Materials or equipment delivered on the site but not completely installed or used in the PROJECT shall not be included for payment.

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

4.3 The CONTRACTOR may request in writing which must be submitted to form part of the CONTRACT DOCUMENTS, for an advanced payment equivalent to fifteen percent (15%) of the Total Contract Price. The advance payment shall be made once the CONTRACTOR issues its irrevocable standby letter of credit from a reputable bank acceptable to the UNIVERSITY, or GSIS Surety Bond of equivalent value, within fifteen (15) days from the signing of the Contract Agreement to cover said advanced payment.

4.4 First Payment/Billing shall have an accomplishment of at least twenty percent (20%).

4.5 The following documents must be submitted to the IMPLEMENTING AGENCY before processing of payments to the CONTRACTOR can be made:

4.5.1 Progress Billing

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- 4.5.1.1 Request for payment by the CONTRACTOR
- 4.5.1.2 Pictures/photographs of original site conditions (for First Billing only)
- 4.5.1.3 Pictures/photographs of work accomplished
- 4.5.1.4 Payment of utilities (power and water consumption)
- 4.5.1.5 CONTRACTOR's affidavit

END OF PART II

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PART III DETAILED ESTIMATES

1.0 PROJECT COST ESTIMATES

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

- (i) General Requirements
 - Permit to Construct (PTC)*
 - Permits (Building Permit, Electrical Permit, Sanitary Permit, Zoning Permit, Fire Safety Permit, etc.)*
 - Project Billboard
- (ii) Temporary Facilities and Facilities for the Engineer
- (iii) Architectural Works and Finishes
- (iv) Electrical Works and Finishes
- (v) Electrical Auxiliaries Works and Finishes
- (vi) Plumbing Works and Finishes

* Any and all permits determined by the OETS and the HOSPITAL as required by the project.

2.0 COST ESTIMATE GUIDELINES

2.1 In the preparation of all detailed cost estimates, the BIDDER shall be guided by the herein attached **Section 00470. Cost Estimate Form** and **Section 00475. Cost Estimate Guide** in **Project Manual Volume 1 Philippine Bidding Documents**.

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

3.0 UNIT PRICE ANALYSIS

3.1 The BIDDER shall draw up a unit price analysis for each of the pay item.

END OF PART III

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PART IV CONSTRUCTION PHASE

1.0 SCOPE OF WORK

1.1 Pre-Construction Phase

- 1.1.1 Perform all required site surveys, locating utility entrances and accesses to the site.
- 1.1.2 Secure all necessary building permits prior to construction. All incidental fees shall be included in the cost estimate of the building.
- 1.1.3 Prepare the GANTT chart of the Construction Phase.
- 1.1.4 Provide all other necessary documents that shall be required.

1.2 Construction Phase

- 1.2.1 Implement all works indicated in the HOSPITAL-approved construction drawings and documents. All revisions and deviation from the approved plans, especially if it shall impact the overall cost of the project, shall be subject for approval.
- 1.2.2 Layout piping, conduits, manholes, boxes, and other lines for utilities including tapping to existing utility lines. Facilitate the connection of all utilities (power, water, sewer, structured cabling and telephone) with their corresponding utility companies. All application fees shall be included in the project cost.
- 1.2.3 Prepare additional shop drawings for approval of the CONSULTING ARCHITECT and IMPLEMENTING AGENCY as deemed necessary.
- 1.2.4 Coordinate with the HOSPITAL regarding scheduling of delivery and installation of all owner-furnished materials and equipment during construction.
- 1.2.5 Conduct all necessary tests and issue reports of the results.
- 1.2.6 Rectify punch-listing works to be inspected and issued by the ARCHITECT CONSULTANT, the IMPLEMENTING AGENCY, and/or the END-USER.
- 1.2.7 Provide all other necessary documents that shall be required by the ARCHITECT CONSULTANT and the IMPLEMENTING AGENCY.

1.3 Post-Construction Phase

- 1.3.1 Prepare as-built plans.
- 1.3.2 Turn-over all manuals, certificates and warranties of installed items.
- 1.3.3 Provide all other necessary documents that shall be required by the ARCHITECT CONSULTANT and the IMPLEMENTING AGENCY.

2.0 PERMITS AND CLEARANCES

- 2.1 The CONTRACTOR shall pay for any and all expenses necessary and incidental for the HOSPITAL to be able to secure the following:
- (a) Building Permit, Zoning Permit, Electrical Permit, Fire Safety Permit;
 - (b) City Tax, Contractor's Tax, Fire Inspection Clearance Fees.
- 2.2 The CONTRACTOR shall, upon authorization by the City Government, make representation with the concerned government agencies to expedite the release of the same.

3.0 TEMPORARY STRUCTURES AND FACILITIES

- 3.1 The CONTRACTOR shall provide and maintain the following:
- (a) Temporary office and/or quarters with water, light, telephone and toilet facilities for the CONTRACTOR's project team personnel.
- 3.2 The CONTRACTOR shall also prepare and implement a plan for egress upon completion of the PROJECT.

4.0 MOBILIZATION

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

5.0 CONSTRUCTION SUPERVISION

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

6.0 ELECTRIFICATION

The CONTRACTOR shall pay for expenses for the acquisition of the power connection to the local electric utility/cooperative for the temporary lighting of the work area and temporary facilities.

7.0 QUALITY CONTROL

The CONTRACTOR shall adhere to the submitted and approved Minimum Material Testing Plan.

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8.0 PROPOSED DESIGN AND CONSTRUCTION SCHEDULE

The target number of days to complete the PROJECT is **Ninety (90) calendar days** for the Construction Phase which includes the plumbing/sanitary investigation and as-found documentation.

9.0 MINIMUM CONSTRUCTION SAFETY AND HEALTH PROGRAM

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

9.1 SAFETY PROGRAM

- (a) Appropriate work clothes, gloves, hard hats, and safety shoes or boots shall be worn on site. CONTRACTOR shall provide protective gears and equipment for each job in all operations where there is an exposure to hazardous conditions;
- (b) Operators, drivers, and other employees who handle equipment must thoroughly check their equipment, should ensure equipment is in proper working condition, and should observe safety precautions at all times to avoid accidents;
- (c) Practice proper housekeeping at all times; material shall be piled or stored in a stable manner; combustible scrap, debris, and garbage shall be removed from the work area at frequent and regular intervals; stairways, walkways, and exit doors shall be kept clear of materials, supplies, trash, and debris.
- (d) All firefighting equipment shall be conspicuously located, accessible, and inspected periodically, and maintained in operating condition. Fire extinguisher shall be available at all times when utilizing heat-producing equipment.
- (e) Employees shall be advised against the use of cigarettes, candles and other flammable materials to avoid occurrence of fire.

9.2 HEALTH PROGRAM

- (a) All employees shall be covered by SSS and Philhealth and shall be entitled to all benefits applicable to their members;
- (b) A first aid and medicine cabinet shall be available in case of sickness or accidents. In case of any serious accident, the person/s injured/harmed shall be immediately brought to the nearest medical facility;
- (c) Use of illegal drugs and alcohol in the workplace/construction site is strictly prohibited.

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10.0 AS-BUILT PLANS

The CONTRACTOR shall do the preparation and submission of as-built plans duly signed and sealed by the responsible engineer/s or architect in the same sheet size and scale as the original drawings in four (4) reproducible copies.

The CONTRACTOR shall do the preparation and submission of as-built plans duly signed and sealed by a professional electrical engineer in the same sheet size and scale as the original drawings in four (4) sets reproducible copies for application of Certificate of Electrical Inspection (CEI).

END OF PART IV

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PART V BIDDER'S RESPONSIBILITIES

1.0 BIDDING

The BIDDER shall ensure that all forms and requirements are accomplished and submitted according to the requirements of the PROJECT.

2.0 PRELIMINARY SURVEYS AND STUDIES

The BIDDER shall certify that he has, at his own expense, inspected and examined the proposed project site, its surroundings and existing infrastructure and facilities related to the execution of the work and has obtained all the information necessary for the proper execution of the work covered under these Terms of Reference.

The BIDDER shall also provide the HOSPITAL with complete reports such as technical analyses, maps, and details regarding the existing conditions and proposed improvements within the site.

3.0 CONSTRUCTION PHASE

The BIDDER shall take into consideration critical dates and occasions within the Hospital, and aligning such with his work schedule in order to avoid disruption of activities.

The BIDDER shall inform the HOSPITAL of the critical periods of construction, especially in cases where the normal course of activities of the HOSPITAL shall be affected.

The BIDDER will be held accountable for any accidents that might occur during the execution of the PROJECT. The CONTRACTOR shall be required to install warning signs and barriers for the safety of the general public and the avoidance of any accidents.

END OF PART V

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PART VI RESPONSIBILITIES OF THE UNIVERSITY OF THE PHILIPPINES

1.0 RIGHT-OF-WAY

The HOSPITAL shall secure all necessary documents and clearances for Right-of-Way and access to the site.

2.0 ELECTRICAL FACILITIES

The HOSPITAL shall assist the CONTRACTOR in securing the electrical facilities needed for the PROJECT. It shall be the responsibility of the CONTRACTOR to coordinate with the concerned local utility provider. All expenses necessary in the acquisition of the electrical facilities shall be paid by the CONTRACTOR.

END OF PART VI

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