
PROCUREMENT OF SMALL WORKS

Request for Quotations

For Procurement of Works for

**Upgrading of Isolation Facilities in DOH Hospitals
Region VII – Don Emilio del Valle Memorial Hospital
Ubay, Bohol**

Philippines: COVID-19 Emergency Response Project (PCERP)
Loan No. 9105-PH



Procurement of Works:

Upgrading of Isolation Facilities in DOH Hospitals Region VII – Don Emilio del Valle Memorial Hospital

Ref No: ***WB-PCERP-27-2022-B***

Project: *Philippines: COVID-19 Emergency Response Project (PCERP)*

Procuring Entity: *Department of Health*

Country: *Philippines*

Issued on: ***07 September 2022***

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Request for Quotations

RFQ Ref No.: WB-PCERP-27-2022-B

RFQ Date: 07 September 2022

To: _____ *[insert Contractor's name]*

Dear: *[insert name of Contractor's representative]*

Request for Quotation (RFQ)

The Department of Health Government of the *Philippines* has received financing from the World Bank (Bank) toward the cost of the *Philippines: COVID-19 Emergency Response Project (PCERP)* and intends to apply part of the proceeds toward payments under the contract for *Upgrading of Isolation Facilities in DOH Hospitals Region VII – Don Emilio del Valle Memorial Hospital*. The Estimated Project Cost for this project is **PhP9,000,000.00**.

The Department of Health now invites quotations from contractors for the Works described in Annex 1: Procuring Entity's Requirements, attached to this RFQ.

Validity of Quotations

The quotations shall be valid for **thirty (30) days** from the opening date of the quotations.

Price

The Contractor shall quote its total price in the Contractor's Quotation Form.

Admeasurement contracts

The Contractor shall also fill in its rates and prices for all items of the Works described in the attached Bill of Quantities. Items against which no rate or price is entered by the Contractor will not be paid for by the Procuring Entity when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

The rates and prices shall include all duties, taxes, and other levies payable by the Contractor under the Contract, as of the date **7 (seven) days** prior to the deadline for submission of quotations

Technical proposal

The Contractor shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other relevant information, in sufficient detail to demonstrate the adequacy of its proposal to meet the Procuring Entity's requirements and the completion time.

Clarifications

Any clarification request regarding this RFQ may be sent in writing to Usec. Kenneth G. Ronquillo, COBAC-C Chairperson at sbacsecretariat@doh.gov.ph cc worldbank.pcerp.ps@gmail.com on or before **14 September 2022**. The Procuring Entity will forward copies of its response to all Contractors including a description of the inquiry but without identifying its source.

Pre-Bidding Conference

The Committee will hold a Pre-Bid Conference on **12 September 2022; 1:00 P.M.** at the COBAC Conference Room, Ground Floor, Bldg. 6, Department of Health, Sta. Cruz, Manila, or through video conference, which shall be open to prospective bidders. Interested bidders may contact the COBAC-C Secretariat at the electronic mail (e-mail) address, sbacsecretariat@doh.gov.ph, for details.

RFQ Forms

- a. The Quotations will need to be prepared in the forms provided in the RFQ. Quotation that do not conform with form in Annex 2 will be a ground for rejection.
- b. The bidders are advised to download the excel sheets for the BOQ, fill in the unit rates which will generate to the total cost for each line item. Bidders shall not modify or alter the BOQ, i.e. Item Description, quantity.

Folding of Scanned Quotations

- a. Bidders shall scan and organize their file / folders as follow:
 - (i) File Name: “Signed quotation” – should contain the signed quotation using the form in Annex 2
 - (ii) File Name: “Signed BOQ” – should contain the filled up and scanned / signed BOQ.
 - (iii) File Name: “Filled up Excel BOQ” – should contain the filled up excel BOQ file provided to the bidders.
 - (iv) File Name: “Support to Quotation” – should contain the Bid Securing Declaration, Omnibus Sworn Statement, and the Power of Attorney.
 - (v) File Name: “Eligibility Documents” – should contain the PCAB license, SLCC information, Audited Financial Statement, any information on Joint venture if applicable
 - (vi) File Name: “Technical Documents” – should contain the information (i) qualification and experience of the staff to be assigned to the project, (ii) organizational chart, and (iii) social / environmental requirements, i.e, ESMP / ECOP, LMP and GRM, (iv) list of contractor’s equipment proposed to be used for the project, (v) construction schedule and S-Curve.

Submission of Quotations

- a. Quotations shall be submitted in the form attached at Annex 2, including the other documents as described above, which should be submitted electronically through email. DOH shall not accept and consider hard copy submission of quotations.
- b. Quotations must be duly received by the *COBAC-C Secretariat* on or before **19 September 2022; 9:00 A.M.**
- c. Below are the procedures for submission of quotation / bid by e-mail:
 - (i) Quotations shall be submitted to: sbacsecretariat@doh.gov.ph
 - (ii) All files comprising Quotation shall be encrypted or protected with password(s) and shall be submitted by the deadline specified in paragraph b above.
 - (iii) The password for the Quotation shall be sent by the bidders the COBAC-C through: sbacsecretariat@doh.gov.ph in a separate email by the deadline specified in paragraph b above. Failure of the bidder to encrypt the quotation and submit the password may result in the rejection of the quotation / bid.
 - (iv) COBAC-C will confirm by return email the receipt of the quotation and the password.
- d. The address for Submission of Quotations is:

*COBAC Conference Room,
G/F, Bldg. 6
Department of Health
San Lazaro Compound, Rizal Avenue
Sta. Cruz, Manila*

Attention:

DR. KENNETH G. RONQUILLO
Undersecretary of Health
COBAC-C, Chairperson

- e. For further information, please refer to:

COBAC-C Secretariat
Department of Health
San Lazaro Compound, Rizal Avenue,
Sta. Cruz, Manila
Tel. Nos. 8651-7800 local 1627 and 1628
Facsimile No.: 8740-6830
Official email address: sbacsecretariat@doh.gov.ph

- f. You may visit the website listed below:

For downloading of Request for Quotations: <https://www.doh.gov.ph/procurement>

Opening of Quotations

Quotations will be opened by the Procuring Entity's representatives immediately after the deadline for the submission of Quotations.

Evaluation of Quotations

The quotations will be evaluated to determine substantial responsiveness of the technical proposal.

For technically compliant quotations, the total evaluated prices, excluding provisional sums and any provision for contingencies but including day works where priced competitively, will then be compared to determine the lowest evaluated price/s.

Bid Securing Declaration

The contractor shall furnish as part of its offer /quotation, in original form, a Bid-Securing Declaration (BDS). The BDS shall be submitted in the form attached in Annex 3 hereof.

Performance Security

The successful Contractor shall submit a Performance Security in accordance with the Contract Conditions as follows: The Performance Security amount shall be for an amount of: **10% of the Accepted Contract Amount in the form of a Bank Guarantee or a Manager's check and/or 30% of the Accepted Contract Amount in the form of Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.** The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, Manager's check or a Surety Bond.

Contract Award

The Contract will be awarded to the Contractor who: ----

- a. offers the lowest evaluated price/s,
- b. technically compliant quotation, and
- c. guarantees completion of the Works by the specified date

The Procuring Entity shall invite by the quickest means [*e.g. e-mail*] the successful Contractor/s for any discussion [*this is expected to be virtual in light of the emergency situation*] that may be needed to conclude the contract or otherwise for contract signature.

The Procuring Entity shall communicate by the quickest means with the other Contractors on its contract award decision. An unsuccessful Contractor may request clarifications as to why its quotation was not determined to be successful. The Procuring Entity will address this request within a reasonable time.

The Procuring Entity shall publish a contract award notice on its website with free access, if available, or PhilGEPS, within 5 (five) days after award of contract or as soon as practicable thereafter. The information shall include the name of the successful Contractor, the Contract Price, the Contract duration, summary of its scope and the names of the Contractors and their quoted and evaluated prices.

Awarded Contractor

Upon receipt of Notice of Award, the awarded contractor shall submit one (1) original and two (2) copies proposal/quotation, including all clarificatory letters and response-letters submitted to the DOH: 1st copy- marked as 'ORIGINAL'; 2nd copy- marked as 'COPY 1'; 3rd copy- marked as 'COPY 2'."

Fraud and Corruption

The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the Contract Conditions.

In further pursuance of this policy, the Contractor shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and Contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

On behalf of the Procuring Entity:

Signature:

SGD

KENNETH G. RONQUILLO, MD, MPH, CESO III

Undersecretary of Health

COBAC-C, Chairperson

Attachments:

Annex 1: Procuring Entity's Requirements

Annex 2: Quotation Form

Annex 3: Contract Forms

ANNEX 1: Procuring Entity's Requirements

a. Eligibility Requirements

- i. Valid PCAB Registration (**at least Small B, License Category C & D**);*
- ii. Single Largest Completed Contract within the last five (5) years similar [commercial buildings/institutional buildings] to the work requirements amounting to at least 50% of the quotation;*
- iii. Audited financial statement in average of any two years within the last 5 years (2017- 2021) showing average annual turnover of at least 100% of the quotation;*
- iv. In case of Joint Venture, the JV Agreement, if existing, or a signed Statement from the partner companies that they will enter into a JV in case of award of contract.*

b. Technical Documents

i. Contractor's personnel to be assigned to the contract to be bid, as follows:

1. Project Manager (1)

- a. Licensed Professional Civil Engineer or Architect*
- b. At least 5 years of experience in construction management as Project Manager.*

2. Project Architect/Engineer (1 per site)

- a. Licensed Professional Architect/Civil Engineer*
- b. At least 5 years of experience in construction management as Project Architect/Engineer*
- c. Handled at least one (1) hospital/healthcare facility project as Project Architect/Engineer*

3. Electrical Engineer (1)

- a. Registered Electrical Engineer*
- b. At least 5 years of experience in construction management as Site Electrical Engineer*

4. Sanitary Engineer (1)

- a. Registered Sanitary Engineer*
- b. At least 5 years of experience in construction management as Site Sanitary Engineer*

5. Mechanical Engineer (1)

- a. Registered Mechanical Engineer*
- b. At least 5 years of experience in construction management as Site Mechanical Engineer*

6. Materials Engineer (1)

- a. Licensed Civil Engineer or equivalent*
- b. DPWH Accredited*

7. Construction Safety and Environment Officer (1)

- a. DOLE-accredited Occupational Safety and Health Practitioner, DENR*

accredited Pollution Control Officer, or licensed Sanitary Engineer with at least 3-year hands-on experience on environmental and social management on civil works activities.

ii. Minimum list of contractor's equipment and tools to be used to the contract to be bid, [one set each per health facility] as follows:

- 1. Chipping/Demolition Hammer drill*
- 2. Hammer Drill or Rotary Hammer Drill*
- 3. Circular saw/Chop Saw*
- 4. Tile Cutter*
- 5. Fusion Welding Machine*
- 6. Grinder*
- 7. Welding Machine*
- 8. Genset (Portable)*

iii. Contractor's Organizational Chart for the contract to be bid

iv. Construction Schedule and S-Curve, including:

- 1. Manpower Schedule;*
- 2. Construction Methodology in narrative form;*
- 3. Equipment Utilization Schedule;*
- 4. Construction Safety and Health Program;*
- 5. PERT/CPM;*

v. Scope of Work

- 1. Summary of Works for Upgrading of Isolation Facilities in DOH Hospital Region VII – Don Emilio Del Valle Memorial Hospital*

vi. Plans / Drawings

- 1. Plans / drawings for Upgrading of Isolation Facilities in DOH Hospital Region VII – Don Emilio Del Valle Memorial Hospital*

vii. Technical Specifications

viii. Environmental and Social Risk Management Requirements

- 1. Environmental and Social Management Plan (ESMP) or Environmental Codes of Practice (ECOP)**

The Bidder may choose to submit either an ESMP or ECOP. The guide/ checklist are provided in Annexes "A" and "B".

- 2. Labor Management Procedures (LMP)**

A guide is provided in Annex "C" but the Bidder's Standard Operating Procedures (SOP) may be submitted if it is compliant with the provisions of the LMP. The document to be submitted should be entitled 'Labor Management Procedures (LMP).'

- 3. Contractor's Personnel Grievance Redress Mechanism (GRM)**

The Contractor's Personnel GRM is the procedure of the Contractor to resolve the complaints of its personnel, which may be already a part of its SOP. If it is

already present, the Contractor should submit it as a separate document entitled 'Contractor's Personnel Grievance Redress Mechanism (GRM).' If the GRM/complaint resolution is currently not part of the SOP, the Bidder may pattern in after the Project GRM provided in Annex "D"

c. Signed and notarized Omnibus Sworn Statement (please see Annex 3 for the form);

d. Signed and notarized Authority of the Signatory whichever is applicable (please see Annex 3 for the form):

- i. Secretary's Certificate (i.e. corporation; joint venture agreement); or
- ii. Special Power of Attorney (i.e. sole proprietor, partnership).

Annex A

Environmental and Social Management Plan Template

Potential E&S Risks and Impacts	Proposed Risk Mitigation Measures	Responsibility	Timeline	Budget
<p>Transfer of patients or potentially infected specimens and exposure to contaminated working/construction area</p>	<p>Observance of biosafety practices.</p> <p>Patient specimens should be transported as Category B infectious substance (UN3373), while viral cultures or isolates should be transported as Category A “Infectious substance, affecting humans” (UN2814).</p> <p>Disinfection of area prior to construction.</p>	<p>Health Facility</p> <p>Contractor</p>		
<p>Occupational, Health, and Safety (OHS) risks for project workers associated with the upgrading activities</p>	<p>Compliance to construction regulations.</p> <p>All Procuring Entities must develop an Occupational Health and Safety Program in accordance with of DO 198-18 Section 12</p> <p>All workers must undertake the Mandatory 8-hour Safety and Health Seminar for Workers (Section 3).</p>			

	Each workforce must have a qualified Safety Officer in accordance with DO 198 Section 14			
OHS risks related to the spread of the virus among health care workers	<p>Rational use of PPE.</p> <p>All workers involved with construction activities must follow basic hygiene procedures at all times to prevent the transmission of COVID-19.</p> <p>Conduct on-site awareness-raising activities to remind personnel about occupational exposures and safe practices.</p> <p>Practice of minimum public health standards.</p> <p>Practice of Occupational Safety and Health Standards.</p>			
Community exposures to physical hazards (dust, noise, traffic)	Compliance of contractors to DOLE Department Order No. 198 (DO 198-18) (Implementing Rules of Republic Act No. 11058)			
Fear, mistrust and resistance among the local community	Conduct of community consultations and			

	open feedback loop for communities.			
Workers may be asked to work overtime	Provide OT pay. Consult with workers.			
Occupational health risks: Exposure to infectious waste (chemical and physical hazards)	Encourage hand hygiene (washing, preferably followed by disinfection). Use gloves for handling waste. Raise the awareness of staff about simple post exposure prophylaxis in the event of an occupational injury (e.g., needle-stick injury).			
Workers experiencing respiratory symptoms may fear not getting paid and continue to show up at work	All workers must be reassured that they will continue to get paid if they need to self-isolate if they are showing with COVID-19/respiratory symptoms. These provisions must be made including for contracted staff and are included in the Labor Management Procedures (LMP).			
Possibility of underaged workers	Ensure that all staff must be over 18 years and below 60 years old.			
Potential discrimination of marginalized groups, GBV, Sexual	Law enforcement personnel must adhere to Code of Conduct (CoC), including fair			

Exploitation and Abuse (SEA) and/or VAC	treatment and non-discrimination			
Civil servants and outsourced staff/contractors may be involved in misconduct impacting women and children at local level.	Training on community interaction and GBV/VAC			

Environmental and Social Management Plan Monitoring Report

I. Subproject Information

Subproject Name	
Subproject Location	
Subproject Proponent	
Estimated Investment	
Start/Completion Date	

II. Site/Location Description

Concisely describes the proposed location and its geographic, ecological, social and temporal context including any offsite investments that may be required (e.g. access roads, water supply, etc.). Normally includes a map showing the location and project areas of influence.

III. ESMP Matrix

Potential E&S Risks and Impacts	Proposed Risk Mitigation Measures	Responsibility	Target Timeline	Budget	Status (Complied or Not)	Actual Timeline (Date Complied/to be Done)	Remarks

IV. Review & Approval

Prepared By:(Signature) Position: Date	
Reviewed(Signature) Position: By: Date	Approved(Signature) Position: By: Date

Annex B

Environmental Codes of Practice (ECOP) Checklist

Checklist 1: COVID-19 Exposure at Health Care Facility	
Target: Health Care Workers/Health Care Facility Visitors/Construction Workers	
General Infection Prevention and Control	
	Procedures for entry into health care facilities, such as minimizing visitors and visitor hours, taking temperature checks and having separate area (including entry area) for patients presenting with COVID-19 symptoms/respiratory illness, who should be taken to a different area and given a face mask. All persons visiting hospitals should wash hands before entering and before leaving.
	Minimize contact between patients and other persons in the facility: health care professionals should be the only persons having contact with patients suspected of having COVID-19 and this should be restricted to essential personnel only (except in cases of young children or other persons requiring assistance, then a family member may be present but they must also be wearing PPE – at least gloves and mask – and adhering to protocols).
	Provide alcohol-based hand sanitizer (60-95% alcohol) in common areas
Staff Occupational Health and Safety	
	Use of and access to Personnel Protection Equipment (PPE) at all times for personnel as needed (particularly facemask, gowns, gloves, eye protection and potentially face shield), especially when possibly in contact with someone who may have COVID-19.
	Immediate and ongoing training on the procedures to all categories of workers on use of PPE, personal hygiene, and thorough disinfecting of surfaces on a regular basis.
	Place COVID-19 information and hygiene and sanitation reminders in the facility visible to workers and visitors.
	Workers needs to be trained and acquainted with key provisions in Labor Management Procedure (LMP), in particular Occupational Health and Safety (OHS) aspects.
Sanitation	
	General cleaning strategies: (i) proceed from cleaner to dirtier areas to avoid spreading dirt and microorganisms; (ii) proceed from top areas to bottom areas to prevent dirt and microorganisms from dripping or falling down and contaminating already cleaned areas (for example clean mattress first, then clean bed legs); (iii) proceed in a methodical, systematic manner to avoid missing areas (for example, proceed from left to right or clockwise).
	Provide training to workers on proper cleaning procedure as well as appropriate PPE.
	Decontamination of construction/working area prior to start of construction activities
REFERENCES	
	<ul style="list-style-type: none"> • WHO interim guidance on <u>Infection prevention and control during health care when novel coronavirus (nCoV) infection is suspected</u>;

- WHO technical brief water, sanitation, hygiene and waste management for COVID-19;
- WHO guidance on infection prevention and control at health care facilities (with a focus on settings with limited resources);
- WHO interim practical manual for improving infection prevention and control at the health facility;
- CDC Guidelines for isolation precautions: preventing transmissions of infectious agents in healthcare settings;
- CDC guidelines for environmental infection control in healthcare facilities

Checklist 2: Community and Social Inclusion

Target: Labor Workers/General Population/Vulnerable Groups

General Communication

Place signage's in the project site/vicinity visible to the public informing on the construction activities and associated risks, e.g. falling debris.

Identify trusted community groups for community consultations and which can help to disseminate messages. Define clear and easy mechanisms to disseminate messages and materials based on community questions and concerns.

Infection Prevention

Workplaces should be encouraged to post and provide communication materials, in particular workplaces which may face a higher risk of COVID-19 spread, such as construction sites and factories. This may include social distancing and isolation measures in workplaces, opening spaces to allow for natural ventilation, providing hand sanitation facilities (soap/water or hand sanitizer), etc.

Information on how to protect oneself from COVID-19, the symptoms of COVID-19, where and how to get tested should be made available to everyone

REFERENCES

- WHO interim guidance on Infection prevention and control during health care when novel coronavirus (nCoV) infection is suspected;
- WHO Risk Communication and Community Engagement (RCCE) Guidance, [https://www.who.int/publications-detail/risk-communication-and-community-engagement-\(rcce\)-action-plan-guidance](https://www.who.int/publications-detail/risk-communication-and-community-engagement-(rcce)-action-plan-guidance)
- IFRC, UNICEF, WHO Social Stigma associated with COVID-19: A guide to preventing and addressing social stigma, <https://www.unicef.org/documents/social-stigma-associated-coronavirus-disease-covid-19>
- Human Rights Watch COVID-19 A Human Rights Checklist: https://www.hrw.org/sites/default/files/supporting_resources/202004_northamerica_us_covid19_checklist2.pdf

Checklist 3: Small Scale Construction, Upgrades, Rehabilitation, and Expansion

Target: Construction Workers/Project Supervisor/Facility Manager

Community Safety and Health

The local construction and environment inspectorates and communities have been notified of upcoming activities

	The public has been notified of the works through appropriate notification in the media and/or at publicly accessible sites (including the site of the works)
Worker Safety	
	Designate Safety Officer/s.
	Access to sanitation facilities in the project site.
	Access to clean and safe transient quarters for workers allowing social distancing and with regular disinfection.
	Access to clean and safe drinking-water.
	Workers' PPE will comply with international good practice (always hardhats, as needed masks and safety glasses, harnesses and safety boots)
General Rehabilitation and/or Construction	
	The Contractor formally agrees that all work will be carried out in a safe and disciplined manner designed to minimize impacts on neighboring residents and environment.
	All legally required permits have been acquired for construction and/or rehabilitation.
	During interior demolition, debris-chutes shall be used above the first floor.
	Demolition debris shall be kept in controlled area and sprayed with water mist to reduce debris dust.
	During pneumatic drilling/wall destruction, dust shall be suppressed by ongoing water spraying and/or installing dust screen enclosures at site.
	The surrounding environment (sidewalks, roads) shall be kept free of debris to minimize dust.
	There will be no open burning of construction/waste material at the site.
	There will be no excessive idling of construction vehicles at sites.
	Construction noise will be limited to restricted times agreed in the permit
	During operations, the engine covers of generators, air compressors and other powered mechanical equipment shall be closed, and equipment placed as far away from residential areas as possible.
	The site will establish appropriate erosion and sediment control measures such as e.g. hay bales and / or silt fences to prevent sediment from moving off site and causing excessive turbidity in nearby streams and rivers.
Waste Management	
	Waste collection and disposal pathways and sites will be identified for all major waste types expected from demolition and construction activities.
	Mineral construction and demolition wastes will be separated from general refuse, organic,

	liquid and chemical wastes by on-site sorting and stored in appropriate containers.
	Proper waste collection, storage, and disposal of wastes generated from construction activities.
	Construction waste will be collected and disposed properly by licensed collectors
Wastewater Treatment	
	The approach to handling sanitary wastes and wastewater from building sites (installation or reconstruction) must be approved by the local authorities
	Before being discharged into receiving waters, effluents from individual wastewater systems must be treated in order to meet the minimal quality criteria set out by national guidelines on effluent quality and wastewater treatment.
	Monitoring of new wastewater systems (before/after) will be carried out.
	Construction vehicles and machinery will be washed only in designated areas where runoff will not pollute natural surface water bodies.
<p>REFERENCES</p> <ul style="list-style-type: none"> • WHO technical brief <u>water, sanitation, hygiene and waste management for COVID-19</u>; • WHO guidance on <u>infection prevention and control at health care facilities (with a focus on settings with limited resources)</u>; 	

Environmental Codes of Practice (ECOP) Monitoring Form Template

I. Subproject Information

Subproject Name	
Subproject Location	
Subproject Proponent	
Estimated Investment	
Start/Completion Date	

II. Checklist Monitoring and Evaluation

Date of Accomplishing the Checklist: _____

Checklist	Items not Practiced/Complied	Gaps/ Barriers for Implementation of Item	Actions to be Taken
1: COVID- 19 Exposure at Health Care Facility			
2: COVID- 19 Waste Management Procedures			
3: COVID- 19 Community and Social Inclusion			
4: COVID-19 Small Scale Construction, Upgrades, Rehab, Expansion			

Is there any support needed from the DOH Project Team?

III. Review & Approval

Prepared By:(Signature)
Position: **Date**

Reviewed(Signature) Position:Date	By:	Approved(Signature) Position:Date	By:
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Annex C

Labor Management Procedures (LMP) Template

The LMP guide is provided but the Contractor's Standard Operating Procedures (SOP) may be submitted if it is compliant with the provisions of the LMP.

Under ESS2 on Labor and Working Conditions, Borrowers are required to develop labor management procedures (LMP). The purpose of the LMP is to facilitate planning and implementation of the project. The LMP identifies the main labor requirements and risks associated with the project, and helps the Borrower to determine the resources necessary to address project labor issues. The LMP is a living document, which is initiated early in project preparation, and is reviewed and updated throughout development and implementation of the project.

B.1 Labor and Working Conditions

Labor Use

The Project will employ about a hundred contracted workers to refurbish existing or construct new quarantine facilities or isolation rooms in various parts of the Philippines. The Project will benefit thousands of health workers including medical technicians mostly in major cities in the country including Baguio City, Cebu, Metro Manila, and Surigao City, including through the procurement of PPE. Waste management personnel who are expected to be part of the labor force of health facilities will also benefit from the protection and safety equipment to be provided by the Project.

Security personnel in hospitals are usually contracted out. Civil servants of the Department of Health and local government units will be involved as part of the project implementation team. Community workers will not be employed.

Characteristics of Project Workers

The minimum legal working age in the Philippines is 18 years old. All workers must meet this requirement. Contracted workers, mainly for civil works, will most likely be male. Health workers will most likely be female. Health workers will consist of medical professionals directly employed by the health facilities as organic staff or contracted on a temporary basis. There may also be some volunteers.

A small number of civil servants from the Department of Health at the national and local levels and LGUs will be involved in project implementation. Construction workers will be hired in time for the refurbishment or construction of the isolation facilities.

Health workers are expected to already be working in the hospitals and laboratories. Provision of laboratory equipment may entail the need to hire additional technicians. Contracted workers are expected only for the construction of quarantine facilities which will not constitute major civil works. These will most likely be small, temporary buildings scattered in various areas of the country with local hospitals in partnership with LGUs in charge of procuring these small contracts.

Health workers will be at the forefront in the fight against Covid 19. As such, they are at the most risk of infection but with the provision of PPEs, reagents, and technology against the virus, they are also the main beneficiaries.

Civil servants from the Department of Health and LGUs will be involved in project management and are expected to abide by social distancing measures and proper hygiene as they carry out their tasks.

Waste management workers are expected to be part of the labor force of health facilities including the quarantine facilities to be constructed. Like the health workers, they are highly at risk and will benefit from the PPEs and other safety measures to be provided by the Project.

Security personnel including the military who will be involved in the Project are expected to receive the appropriate PPEs from the project. They will abide by a Code of Conduct (CoC) and DoH will ensure that they are informed about the CoC and receive appropriate training, as needed.

Migrant workers are not expected to be involved. Likewise, community workers are not expected to be involved. No risks concerning child labor and serious safety issues are identified or expected concerning primary supply workers as most of the Project's supplies will be medical equipment and PPE with a high level of standards and quality control.

B.2 Assessment of Potential Labor Risks

Health workers, waste management and security personnel will be more at risk of infection without the provision of PPE and the use of disinfectants that will be provided by the project. With physical mobility being restricted and given the nature of construction activities, labor influx is not expected. However, the movement of laborers from the worksite to the community may increase the risk of infection in both areas.

COVID-19 specific risks relate to the activities being carried out by the workers, in the context in which the project is being conducted. Potential risks could include workers mobilized from adjoining provinces or regions, or local workers returning from abroad, become vectors for transmission of COVID-19 to other workers in construction project sites and nearby communities.

These risks may be minimized and addressed through:

- conducting pre-employment health checks
- controlling entry and exit from site/workplace
- reviewing accommodation arrangements, to see if they are adequate and designed to reduce contact with the community
- reviewing contract durations, to reduce the frequency of workers entering/exiting the site
- rearranging work tasks or reducing numbers on the worksite to allow social/physical distancing, or rotating workers through a 24-hour schedule
- providing appropriate forms of personal protective equipment (PPE)
- putting in place alternatives to direct contact, like telemedicine appointments and livestream of instructions.

Another example of potential risk is where the project activity is the treatment by health care workers of COVID-19 patients. In this case the risks could include pathogen exposure, infection and associated illness, death, illegal and untenable overtime, psychological distress, fatigue, occupational burnout, stigma and passing on infections to family and community.

B.3 Labor Legislation

Presidential Decree No. 44, as amended by RA 6715, known as the "Labor Code of the Philippines", governs all employment practices and relations in the country. Provisions of the code are aligned with international good practice on decent work and shall be strictly implemented. These provisions include:

Wage and Welfare

1. Employees shall receive their wages by means of legal tender, at least once every two weeks or twice a month at intervals not exceeding sixteen (16) days.
2. In a contracted work, employees of the contractor and of the latter's subcontractor, shall also be paid in accordance with the labor code.
3. The wage paid by the Procuring Entity's to the workers shall not be lower than the prescribed minimum wage set by the Regional Tripartite Wages and Productivity Boards.

Working time, Rest Days and Holidays

1. The normal work hours for every employee shall not exceed eight (8) hours a day. If all or any part of the employee's working hours falls on 10:00 PM to 6:00 AM, he/she shall be entitled to a night shift pay in addition to the regular wage. If the worked performed exceeds the normal working hours, he/she shall be given overtime pay.
2. It is the right of every employee for a rest period not less than twenty-four (24) consecutive hours after every six (6) consecutive normal workdays.
3. Compensation shall be given for work performed during holidays and Sundays.

Equal Rights

1. Workers shall have the right to self-organization and to form, join, or assist labor organizations of their own choosing for purposes of collective bargaining.
2. Minimum employable age is 18 years old. Persons of age 15 to 18 can be employed given that they work in non-hazardous environment.
3. Gender discrimination in employment and labor relations shall be prohibited. Male and female employees are entitled to equal compensation for work of equal value and access to promotion and training opportunities.

Occupational Health and Safety

According to Chapter III of Republic Act No. 11058 (the OSH Law), the following are the duties of every Procuring Entity, contractor or subcontractor, and any person who manages, controls or supervises the work:

1. Equip a place of employment for workers free from hazardous conditions that are causing or are likely to cause death, illness or physical harm to the workers where physical distancing can be observed. Sanitation and hygiene facilities should also be present and well- disinfected regularly for the safety of workers.
2. Provide complete job safety instructions and proper orientation to all workers including, but not limited to, those entering the job for the first time and to those relating to familiarization with their work environment
3. Inform the workers of the hazards associated with their work, health risks involved or to which they are exposed to, preventive measures to eliminate or minimize the risks, and steps to be taken in case of emergency
4. Use only approved specific industry set of standards of devices and equipment for the workplace as applicable

5. Comply with OSH standards including training, medical examination, and when necessary, provisions on protective and safety devices such as PPE and machine guards. Training for workers shall include health promotion, hazards associated with their work, health risks involved or to which they are exposed to, preventive measures to eliminate or minimize risks, steps to be taken in case of emergency, and safety instructions for the jobs, activities and tasks to be handled by workers
6. Make arrangements for workers and their representatives to have the time and resource to participate actively in the processes of organizing, planning and implementation, monitoring, evaluation and action for improvement of the OSH management system
7. Provide, when necessary, for measures identifying trainings and drills, evacuation plans, etc., to deal with emergencies, fires and accidents including first-aid arrangements

To comply with the OSH standards, every employee/worker shall:

1. Participate in the capacity building activities on safety and health and other OSH related topics and programs
2. Proper use of all safeguards and safety devices furnished for workers' protection and that of others
3. Comply with instructions to prevent accidents or imminent danger situations in the workplace
4. Observe prescribed steps to be taken in cases of emergency including participation in the conduct of national or local disaster drills
5. Report to their immediate supervisor or any other responsible safety and health personnel any work hazard that may be discovered in the workplace

Employed citizens, employees shall have the following common rights:

1. To refuse to work without threat or reprisal from the Procuring Entity if an imminent danger situation exists.
2. To report accidents, dangerous occurrences, and hazards to the Procuring Entity, to DOLE, and to other concerned competent government agencies.
3. To receive personal protective equipment, to be provided by their Procuring Entity, contractor or subcontractor, free of charge, for any part of the body that may be exposed to hazards, and other lifeline
4. To receive information on workplace conditions, risks that can impose danger to health, industrial dangerous and poisonous factors

The Occupational Safety and Health Standards, in compliance with Article 162 of the Labor Code of the Philippines, was formulated to protect every working man against the dangers of injury, sickness or death through safe and healthful working conditions. For this project, chapters discussing standards for personal protective equipment and devices, construction safety, and hazardous materials are necessary and should be complied.

DPWH Department Order 56 series of 2005: Guidelines for the Implementation of Department of Labor and Employment (DOLE) No.13 series of 1998, Guidelines in the Governing Occupational Safety and Health in the Construction Industry, it is expected that the contractors should follow the said guidelines to eliminate or reduce occupational safety and health hazards in all work places, and institute new, and update existing programs to ensure safe and healthful working conditions in all places of employment.

The following international conventions, and directives may also support measures for addressing health and safety issues relevant to COVID-19:

- ILO Occupational Safety and Health Convention, 1981 (No. 155)

- ILO Occupational Health Services Convention, 1985 (No. 161)
- ILO Safety and Health in Construction Convention, 1988 (No. 167)
- WHO International Health Regulations, 2005
- WHO Emergency Response Framework, 2017

B.4 Grievance Redress Mechanism

DOH Workers

Management of DOH personnel is governed by the Civil Service Commission which requires the establishment of a Grievance Redress Committee in- charge of preventing and addressing grievances as stipulated in the following provisions:

- The Grievance Committee shall develop and implement pro-active measures or activities to prevent grievance such as employee assembly which shall be conducted at least once every quarter, “talakayan” counseling and other HRD interventions;
- Conduct continuing information drive on Grievance machinery among officials and employees in collaboration with the Personnel Administration Division;
- Conduct dialogue between and among the parties involved;
- Conduct investigation and hearing within ten (10) days from receipt of the grievance and render decision within five (5) working days after the investigation. Provided, however where the object of the grievance is the grievance committee, the aggrieved party may submit the grievance to top management;
- Direct the documentation of the grievance management process including the preparation and signing of written agreements reached by the parties involved;
- Issue Certification on the Final Action on the Grievance (CFAG) which shall contain, among other things, the information, history and final action taken by the agency on the grievance, and;
- Submit a quarterly report of its accomplishments and status of unresolved grievance to the Civil Service Commission Regional Office concerned.

Contractors

Contractors are expected to hire much of their laborers upon assuming the civil works contract. At the time of recruitment, workers will be informed of the grievance mechanism and the measures put in place to protect them against any reprisal for its use. The grievance mechanism shall be made easily accessible to all project workers. Regular meetings with the project workers to discuss any work-related issues and concerns will be conducted. Every grievance raised by a worker will be documented with the actions undertaken by the office to address such grievance. The aggrieved worker may raise any issue anonymously through a letter which shall be submitted to his/her immediate supervisor’s office. All non-anonymous grievances relative to adequate working conditions, standard occupational safety and health and other concerns from the workers shall be addressed following the procedures outlined below:

- The grievance shall be filed by the workers to the Contractor who shall follow the DOLE procedures in handling the complaints. The Contractor shall act within 15 days upon receipt thereof;
- If no understanding or amicable solution can be reached, or if the complainant does not receive a response from the Contractor within 15 days of registry of the complaint, he/she

can appeal to the project grievance focal person within DOH, which should act on the complaint/grievance within 15 days from the day of its filing. If the PIU does not see itself fit to address the complaint it will immediately bring the matter to the concerned DOLE office.

- If the complainant is not satisfied with the resolution offered by the PIU, he/she can appeal to the concerned DOLE office, which should act on the complaint/grievance within 15 days from the day of its filing.

B.5 Contractor Management

Responsibilities of Bureau of International Health Cooperation (BIHC)

1. The BIHC will request details in writing before a contract is signed from the Contractor of the measures being taken to address labor and working conditions risks. The construction contract should include health and safety requirements, and these can be used as the basis for identification of, and requirements to implement, COVID-19 specific measures. The measures may be presented as a contingency plan, as an extension of the existing project emergency and preparedness plan or as standalone procedures. The measures may be reflected in revisions to the project's health and safety manual.
2. The BIHC should require the Contractor to convene regular meetings with the project health and safety specialists and medical staff (and where appropriate the local health authorities), and to take their advice in designing and implementing the agreed measures.
3. The contractor shall assign a senior staff as a focal point to deal with COVID-19 issues during construction. This can be a work supervisor or a health and safety specialist. This person can be responsible for coordinating preparation of the site and making sure that the measures taken are communicated to the workers, those entering the site and the local community. It is also advisable to designate at least one back-up person; in case the focal point becomes ill; that person should be aware of the arrangements that are in place.
4. The BIHC may provide support in identifying appropriate mitigation measures, particularly where these will involve interface with local services, in particular health and emergency services. In many cases, the BIHC can play a valuable role in connecting the Contractor with local Government agencies, and helping coordinate a strategic response, which takes into account the availability of resources.
5. Workers should be encouraged to use the existing project grievance mechanism to report concerns relating to COVID-19, preparations being made by the project to address COVID-19 related issues, how procedures are being implemented, and concerns about the health of their co-workers and other staff.
6. The BIHC, in coordination with local LGU and health facility, shall issue construction quarantine pass to the individual qualified personnel of the contractors, subcontractors, and suppliers, clearly stating the identification, designation, nature of work, validity and destination. It is understood that the pass shall cover transit of personnel from (a) General Community Quarantine (GCQ) area to Enhanced Community Quarantine (ECQ) area, and vice versa and (b) an area not under community quarantine to a GCQ or ECQ area, and vice versa.

Responsibilities of the Contractor

Prior to Deployment

1. Only persons from Twenty-One (21) to Fifty-Nine (59) years of age, without pre-existing health conditions, such as, but not limited to, immunodeficiency, comorbidities, or other health risks, including any person who resides with the aforementioned; and who did not come into contact with someone with COVID-19 shall be allowed to be included in the workforce. Employees or consultants who are 60 years of age or above may be part of the workforce for construction projects as may be allowed under GCQ and ECQ guidelines under Omnibus Guidelines on the Implementation of Community Quarantine in the Philippines (“OG”) dated 29 April 2020.
2. Construction personnel shall be required to undergo any available COVID-19 test, as may be prescribed by DOH, and retested as the need arises. In this regard, consultation with medical doctors (duly accredited by DOH, if possible) prior to the conduct of COVID-19 test shall be made.
3. The contractors, subcontractors, and suppliers shall provide for their personnel/workers the necessary welfare facilities and amenities, such as employees’ quarters for board and lodging, ensuring compliance to social distancing, proper hygiene, etc. Contractors shall submit the design for the said welfare facilities and amenities, for monitoring, to BIHC.
4. Contractors shall ensure compliance with DOLE D.O. NO. 13 series of 1998. Contractors shall provide their personnel and workers continuous supply of vitamins, particularly vitamin C, other over-the-counter medicines, quarantine facilities, and oxygen tanks for emergency purposes.
5. Contractors shall provide disinfection facilities in their respective project sites in compliance with pertinent DOH and IATF Guidelines, to be placed at strategic locations to ensure the safety and welfare of all personnel.
6. Proper information dissemination regarding COVID-19 construction protocols on top of existing construction safety practices shall be conducted by Safety Officers to all personnel.
7. For Government construction projects, personal records of all personnel necessary for contact tracing shall be submitted by the contractors, subcontractors, and suppliers to the DPWH IO and shall be resubmitted and updated monthly, or as the need arises.

During Deployment

1. Conduct an inventory of works for the construction sequencing to be followed and undertaken to uphold the required social distancing. Break times shall be conducted in a staggered manner.
2. Employees shall be housed in their respective quarters for the entire duration of the project covered by the ECQ and GCQ. Otherwise, “Prior to Deployment” procedures shall be conducted at every instance of re-entry.
3. Errands to be conducted outside the construction site premises shall be kept to a minimum. Number of personnel running errands shall be limited and shall be properly disinfected and closely monitored for symptoms within fourteen (14) days upon re-entry.
4. Field offices, employees’ quarters, and other common areas shall be regularly maintained including the daily disinfection of such facilities.

5. Adequate food, safe/potable drinking water, disinfectants, and hand soaps shall be made available by the concessionaires, contractors, subcontractors, and suppliers to its in – house personnel.
6. Daily monitoring of the pre and post work health conditions of workers shall be undertaken by the contractors, subcontractors, and suppliers including, but not limited to, temperature, health, and exposure monitoring, as preventive measures. Personnel with manifestations or symptoms relative to COVID-19 shall be immediately isolated and quarantined for fourteen (14) days and if necessary, brought to the nearest DOH COVID-19 treatment facility under strict confidentiality and privacy. Proper protocols in accordance with the DTI and DOLE Interim Guidelines on Workplace Prevention and Control of COVID-19 shall likewise be strictly observed. For Government construction projects, a daily health monitoring report to be prepared by the Safety Officer shall be submitted to the DPWH IO. The Contractor will also cover the medical bills and wages of the workers should they be infected by the virus.
7. Work activities shall be under daily strict monitoring by the Safety Officer at site to ensure compliance to safety standards and quarantine protocols.
8. For government construction projects, the DPWH Engineers assigned at the site shall ensure strict compliance to DOLE D.O. 13, series of 1998, and implementation of wearing additional Personal Protective Equipment (PPE) required such as, but not limited to, face masks, safety glasses/goggles, face shields, and long sleeve T-shirts, to contain the spread of COVID-19 in the workplace. On the other hand, contractors for essential private construction projects under GCQ shall assign a full-time safety officer devoted to ensure compliance with D.O. 13, series of 1998 and implementation of social distancing measures provided herein.
9. For off-site employees' quarters, transport service, duly disinfected before and after use, shall be provided, with social distancing observed.
10. Sharing of construction and office equipment is discouraged. However, if necessary, the shared equipment must be disinfected in between transfers amongst personnel.
11. All material and equipment delivery and disposal shall be conducted by a specific team of personnel on an isolated loading/unloading zone while limiting contact with the delivery/disposal personnel. All material and/or equipment entering the construction site shall be duly disinfected, as possible.
12. Non-essential personnel, visitors, and the general public shall be restricted to enter the construction site, employees' quarters, and field offices. Otherwise, all personnel entering the construction site premises on a temporary basis (e.g. Delivery truck drivers, inspectors, etc.) shall be properly logged and checked for symptoms. Gatherings, Liquors, and/or merry – making are strictly prohibited within the construction site premises.
13. Proper waste disposal shall be provided for infectious waste such as PPEs and other waste products coming from outside the construction premises.
14. Requirements on general hygiene should be communicated and monitored, to include:
 - Training workers and staff on site on the signs and symptoms of COVID-19, how it is spread, how to protect themselves (including regular handwashing and social distancing) and what to do if they or other people have symptoms.

-
- Placing posters and signs around the site, with images and text in local languages.
 - Ensuring handwashing facilities supplied with soap, disposable paper towels and closed waste bins exist at key places throughout site, including at entrances/exits to work areas; where there is a toilet, canteen or food distribution, or provision of drinking water; in worker accommodation; at waste stations; at stores; and in common spaces. Where handwashing facilities do not exist or are not adequate, arrangements should be made to set them up. Alcohol based sanitizer (if available, 60-95% alcohol) can also be used.
 - Setting aside part of worker accommodation for precautionary self-quarantine as well as more formal isolation of staff who may be infected.
 - Conducting regular and thorough cleaning of all site facilities, including offices, accommodation, canteens, common spaces. Review cleaning protocols for key construction equipment (particularly if it is being operated by different workers).
 - Providing cleaning staff with adequate cleaning equipment, materials and disinfectant.
 - Reviewing general cleaning systems, training cleaning staff on appropriate cleaning procedures and appropriate frequency in high use or high-risk areas.
 - Where it is anticipated that cleaners will be required to clean areas that have been or are suspected to have been contaminated with COVID-19, providing them with appropriate PPE: gowns or aprons, gloves, eye protection (masks, goggles or face screens) and boots or closed work shoes. If appropriate PPE is not available, cleaners should be provided with best available alternatives.
 - Training cleaners in proper hygiene (including handwashing) prior to, during and after conducting cleaning activities; how to safely use PPE (where required); in waste control (including for used PPE and cleaning materials).
 - Any medical waste produced during the care of ill workers should be collected safely in designated containers or bags and treated and disposed of following relevant requirements (e.g., national, WHO).
15. Consider whether existing project medical services are adequate, taking into account existing infrastructure (size of clinic/medical post, number of beds, isolation facilities), medical staff, equipment and supplies, procedures and training. Where these are not adequate, allocate in the project cost the upgrading of services, including:
- Training medical staff, which should include current WHO advice on COVID-19 and recommendations on the specifics of COVID-19. Where COVID-19 infection is suspected, medical providers on site should follow WHO interim guidance on infection prevention and control during health care when novel coronavirus (nCoV) infection is suspected.
 - Assessing the current stock of equipment, supplies and medicines on site, and obtaining additional stock, where required and possible. This could include medical PPE, such as gowns, aprons, medical masks, gloves, and eye protection. Refer to WHO guidance as to what is advised.

- If PPE items are unavailable due to world-wide shortages, medical staff on the project should agree on alternatives and try to procure them. Alternatives that may commonly be found on construction sites include dust masks, construction gloves and eye goggles. While these items are not recommended, they should be used as a last resort if no medical PPE is available.
 - Ventilators will not normally be available on work sites, and in any event, intubation should only be conducted by experienced medical staff. If a worker is extremely ill and unable to breathe properly on his or her own, they should be referred immediately to the local hospital.
 - Review existing methods for dealing with medical waste, including systems for storage and disposal.
16. Given the limited scope of project medical services, the project may need to refer sick workers to local medical services. Preparation for this includes:
- Obtaining information as to the resources and capacity of local medical services (e.g. number of beds, availability of trained staff and essential supplies).
 - Conducting preliminary discussions with specific medical facilities, to agree what should be done in the event of ill workers needing to be referred.
 - Considering ways in which the project may be able to support local medical services in preparing for members of the community becoming ill, recognizing that the elderly or those with pre-existing medical conditions require additional support to access appropriate treatment if they become ill.
 - Clarifying the way in which an ill worker will be transported to the medical facility, and checking availability of such transportation.
 - Establishing an agreed protocol for communications with local emergency/medical services.
 - Agreeing with the local medical services/specific medical facilities the scope of services to be provided, the procedure for in-take of patients and (where relevant) any costs or payments that may be involved.

B.6 Use of security personnel

Health facilities supported by the project is expected to use some security personnel. Normally a security agency is contracted on a long-term basis by health care facilities to ensure safety of employees and the facility, including the equipment and supplies. In relation to security of the equipment during delivery, DOH's freight service provider ensures that all equipment is delivered intact and safe onsite. DOH reports that security has not been an issue in the delivery of equipment in different areas nationwide.

The Project is not expected to use government security personnel in construction of facilities financed by the Project. However, as COVID-19 may develop in unpredictable ways and due to potential concerns among the public, the use of additional government security personnel from the local or national police, or in some instances possibly the military, may be directed to implement measures to ensure peace and order in affected areas, including at quarantine, isolation, decontamination and other health facilities.

The potential scope of such security measures, and potential risks surrounding them, will be assessed and monitored during implementation and this LMP may be revised accordingly to manage environmental and social risks concerning project activities. The World Bank's ESS4 on Community Health and Safety encourages disclosure of government security arrangements and that clients ensure that government personnel act in a manner consistent with the provisions of the standard.

In case project activities are supported by private or government security personnel, it will be ensured that the security personnel follow a strict code of conduct and avoid any escalation consistent with the ESF and IFC guidance on the use of security personnel (*IFC Good Practice Handbook on the Use of Security Forces: Assessing and Managing Risks and Impacts*). In these cases, DOH (through BIHC) will assess risks posed by these security arrangements to project workers and the local community. Security personnel will provide security services in a manner consistent with the applicable laws and code of practices and will be consistent with the relevant requirement of the World Bank's ESS4. DOH will ensure that the workers and local community are informed about the arrangements and the project's GRM. DOH will review any allegations of unlawful or abusive acts of security personnel, take action (or urge appropriate parties to take action) to prevent recurrence and, where necessary, report unlawful abusive acts to the relevant authorities.

Labor Management Procedures (LMP) Monitoring Form Template

Additional inputs may be provided based on the LMP submitted by the Contractor and the project recipient facility.

Item	Status (Complied/N ot Complied)	Timeline	Gaps/ Barriers for Implementation of Item	Actions to be Taken
B1. Labor and Working Conditions				
Workers are above minimum legal age				
Workers are provided and are wearing proper PPEs at all times				
Workers are aware and practice the Code of Conduct (CoC)				
Designated OHS Committee and Safety Personnel				
B2. Assessment of Potential Labor Risks				
Pre-employment health checks				
Controlled entry and exit from site/workplace				
Provision of accommodation arrangements to reduce contact with				

community which enables physical distancing with regular disinfection				
Provision of sanitation and hygiene facilities which are regularly disinfected				
Reviewed contract durations, to reduce the frequency of workers entering/exiting the site				
Rearranged work tasks or reducing numbers on the worksite to allow social/physical distancing, or rotating workers through a 24-hour schedule				
Provided appropriate forms of personal protective equipment (PPE) to all personnel				
Alternatives to direct contact such as telemedicine appointments and livestream of instructions				
B3. Labor Legislation				
<u>Wage and Welfare</u> Employees shall receive their wages by means of legal tender, at least once every two weeks or twice a month at intervals not exceeding sixteen (16) days.				
In a contracted work, employees of the contractor and of the latter's subcontractor, shall also be paid in accordance with the labor code.				
The wage paid by the Procuring Entity to the workers shall not be lower than the prescribed minimum wage set by the Regional Tripartite Wages and Productivity Boards.				
<u>Working time, Rest Days and Holidays</u> The normal work hours for every employee shall not exceed eight (8) hours a day. If all or any part of the employee's working hours falls on 10:00 PM to 6:00 AM, he/she shall be entitled to a night shift pay in addition to the regular wage. If the worked performed exceeds the normal				

working hours, he/she shall be given overtime pay.				
It is the right of every employee for a rest period not less than twenty-four (24) consecutive hours after every six (6) consecutive normal workdays.				
Compensation shall be given for work performed during holidays and Sundays.				
<u>Equal Rights</u> Workers shall have the right to self-organization and to form, join, or assist labor organizations of their own choosing for purposes of collective bargaining				
Gender discrimination in employment and labor relations shall be prohibited. Male and female employees are entitled to equal compensation for work of equal value and access to promotion and training opportunities.				
<u>Occupational Health and Safety</u> Equip a place of employment for workers free from hazardous conditions that are causing or are likely to cause death, illness or physical harm to the workers where physical distancing can be observed. Sanitation and hygiene facilities should also be present and well-disinfected regularly for the safety of workers.				
Provide complete job safety instructions and proper orientation to all workers including, but not limited to, those entering the job for the first time and to those relating to familiarization with their work environment.				
Inform the workers of the hazards associated with their work, health risks involved or to which they are exposed to, preventive measures to eliminate or minimize the risks, and steps to be taken in case of emergency.				

Use only approved specific industry set of standards of devices and equipment for the workplace as applicable.				
Comply with OSH standards including training, medical examination, and when necessary, provisions on protective and safety devices such as PPE and machine guards.				
Training for workers shall include health promotion, hazards associated with their work, health risks involved or to which they are exposed to, preventive measures to eliminate or minimize risks, steps to be taken in case of emergency, and safety instructions for the jobs, activities and tasks to be handled by workers				
Make arrangements for workers and their representatives to have the time and resource to participate actively in the processes of organizing, planning and implementation, monitoring, evaluation and action for improvement of the OSH management system				
Provide, when necessary, for measures identifying trainings and drills, evacuation plans, etc., to deal with emergencies, fires and accidents including first-aid arrangements				
Report to their immediate supervisor or any other responsible safety and health personnel any work hazard that may be discovered in the workplace				
Report accidents, dangerous occurrences, COVID-19 cases, and hazards to the Procuring Entity, to DOLE, and to other concerned competent government agencies.				
B4. Contractor's Personnel Grievance Redress Mechanism (GRM)				
Development of a GRM for the project site				

Implementation and monitoring of the GRM for civil works				
B5. Contractor Management				
<p><u>Prior to Deployment</u> Only persons from 21 to 59 years of age, without pre-existing health conditions, such as, but not limited to, immunodeficiency, comorbidities, or other health risks, including any person who resides with the aforementioned; and who did not come into contact with someone with COVID-19 shall be allowed to be included in the workforce.</p>				
<p>Construction personnel shall be required to undergo any available COVID-19 test, as may be prescribed by DOH, and retested as the need arises. In this regard, consultation with medical doctors prior to the conduct of COVID-19 test shall be made.</p>				
<p>The contractors, subcontractors, and suppliers shall provide for their personnel/workers the necessary welfare facilities and amenities, such as employees' quarters for board and lodging, ensuring compliance to social distancing, proper hygiene, etc. Contractors shall submit the design for the said welfare facilities and amenities, for monitoring to DPCB.</p>				
<p>Contractors shall provide their personnel and workers continuous supply of vitamins, particularly vitamin C, other over-the-counter medicines, quarantine facilities, and oxygen tanks for emergency purposes.</p>				
<p>Contractors shall provide disinfection facilities in their respective project sites in compliance with pertinent DOH and IATF Guidelines, to be placed at strategic locations to ensure the safety and welfare of all personnel.</p>				

Information dissemination regarding COVID-19 construction protocols on top of existing construction safety practices shall be conducted by Safety Officers to all personnel.				
For Government construction projects, personal records of all personnel necessary for contact tracing shall be submitted by the contractors, subcontractors, and suppliers to the DPWH IO and shall be resubmitted and updated monthly, or as the need arises.				
<p><u>During Deployment</u></p> <p>Conduct an inventory of works for the construction sequencing to be followed and undertaken to uphold the required social distancing. Break times shall be conducted in a staggered manner.</p> <p>Employees shall be housed in their respective quarters for the entire duration of the project covered by the ECQ and GCQ. Otherwise, “Prior to Deployment” procedures shall be conducted at every instance of re-entry.</p>				
Errands to be conducted outside the construction site premises shall be kept to a minimum. Number of personnel running errands shall be limited and shall be properly disinfected and closely monitored for symptoms within fourteen (14) days upon re-entry.				
Field offices, employees’ quarters, and other common areas shall be regularly maintained including the daily disinfection of such facilities.				
Adequate food, safe potable drinking water, disinfectants, and hand soaps shall be made available by the concessionaires, contractors, subcontractors, and suppliers to its in – house personnel.				
Daily monitoring of the pre- and post-work health conditions of workers shall be undertaken by the				

contractors, subcontractors, and suppliers including, but not limited to, temperature, health, and exposure monitoring, as preventive measures.				
Personnel with manifestations or symptoms relative to COVID-19 shall be immediately isolated and quarantined for fourteen (14) days and if necessary, brought to the nearest DOH COVID-19 treatment facility under strict confidentiality and privacy.				
Work activities shall be under daily strict monitoring by the Safety Officer at site to ensure compliance to safety standards and quarantine protocols.				
The Contractor will also cover the medical bills and wages of the workers should they be infected by the virus.				
Implementation of wearing additional Personal Protective Equipment (PPE) required such as, but not limited to, face masks, safety glasses/goggles, face shields, and long sleeve T-shirts, to contain the spread of COVID-19 in the workplace.				
For off-site employees' quarters, transport service, duly disinfected before and after use, shall be provided, with social distancing observed.				
Sharing of construction and office equipment is discouraged. However, if necessary, the shared equipment must be disinfected in between transfers amongst personnel.				
All material and equipment delivery and disposal shall be conducted by a specific team of personnel on an isolated loading/unloading zone while limiting contact with the delivery/disposal personnel.				
Non-essential personnel, visitors, and the general public shall be restricted				

to enter the construction site, employees' quarters, and field offices.				
Proper waste disposal shall be provided for infectious waste such as PPEs and other waste products coming from outside the construction premises.				
Training workers and staff on site on the signs and symptoms of COVID-19, how it is spread, how to protect themselves, and what to do if they or other people have symptoms.				
Placing posters and signs around the site, with images and text in local languages.				
Ensuring handwashing facilities supplied with soap, disposable paper towels and closed waste bins exist at key places throughout site, including at entrances/exits to work areas; where there is a toilet, canteen or food distribution, or provision of drinking water; in worker accommodation; at waste stations; at stores; and in common spaces.				
Setting aside part of worker accommodation for precautionary self-quarantine as well as more formal isolation of staff who may be infected.				
Conducting regular and thorough cleaning of all site facilities, including offices, accommodation, canteens, common spaces.				
Provision of cleaning staff with adequate cleaning equipment, materials, and disinfectant.				
Review of general cleaning systems, training cleaning staff on appropriate cleaning procedures and appropriate frequency in high use or high-risk areas.				
Where it is anticipated that cleaners will be required to clean areas that				

have been or are suspected to have been contaminated with COVID-19, providing them with appropriate PPE: gowns or aprons, gloves, eye protection (masks, goggles or face screens) and boots or closed work shoes.				
Training cleaners in proper hygiene (including handwashing) prior to, during and after conducting cleaning activities; how to safely use PPE (where required); in waste control (including for used PPE and cleaning materials).				
Any medical waste produced during the care of ill workers should be collected safely in designated containers or bags and treated and disposed of following relevant requirements (e.g., national, WHO).				
Consider whether existing project medical services are adequate, taking into account existing infrastructure (size of clinic/medical post, number of beds, isolation facilities), medical staff, equipment and supplies, procedures and training.				
B6. Use of security personnel				
In case project activities are supported by private or government security personnel, it will be ensured that the security personnel follow a strict code of conduct and avoid any escalation consistent with the ESF and IFC guidance on the use of security personnel (IFC <i>Good Practice Handbook on the Use of Security Forces: Assessing and Managing Risks and Impacts</i>)				

Is there any support needed from DOH?

Annex D

Project Grievance Redress Mechanism (GRM)

The main objective of a Grievance Redress Mechanism (GRM) is to assist to resolve complaints and grievances in a timely, effective and efficient manner that satisfies all parties involved. Specifically, it provides a transparent and credible process for fair, effective and lasting outcomes. It also builds trust and cooperation as an integral component of broader community consultation that facilitates corrective actions. Specifically, the GRM:

- Provides affected people with avenues for making a complaint or resolving any dispute that may arise during the course of the implementation of the Project;
- Ensures that appropriate and mutually acceptable redress actions are identified and implemented to the satisfaction of complainants; and
- Avoids the need to resort to judicial proceedings.

The Contractor will have to develop a Contractor's Personnel GRM based on the Project GRM for its personnel to be submitted to the DOH. The Contractor's Personnel GRM is the procedure of the Contractor to resolve the complaints of its personnel, which may be already a part of its SOP. If it is already present, the Contractor should submit it as a separate document entitled 'Contractor's Personnel Grievance Redress Mechanism (GRM).' If the GRM/ complaint resolution is currently not part of the SOP, the Contractor may pattern in after the Project GRM provided below.

The Project GRM will include the following steps:

1. Submission of project implementation related grievances through an official/formal document to:
 - a. the Head of the Health Care Facility if the grievance occurred in a health care facility
 - b. the Local Health Unit/ LGU, i.e. Provincial Health Office/ City Health Office/ Municipal Health Office, as appropriate, if the grievance occurred in the community setting
2. Recording of grievance by the health care facility or Provincial/City/Municipal Health Office (P/C/MHO; LGU), as appropriate, within 24 hours.
3. Providing initial response to the concerned stakeholder/s (complainant) within 3 days after receipt of grievance.
4. Investigation of grievance by the concerned health care facility or PHO/CHO/MHO (LGU) within 7 days after providing initial response to the complainant.
5. Communication of response to the complainant by the health care facility or PHO/CHO/MHO (LGU), as appropriate.
6. If the complainant believes that the grievance has not been resolved and closed at the local level, the complainant will submit an official communication letter to the concerned Center for Health Development (CHD; DOH Regional Office) together with the documentation of the health care facility or PHO/CHO/MHO (LGU) response and relevant attachments, within 3 days after receiving the previous grievance response.
7. Investigation of grievance by the DOH CHD concerned within 7 days after receiving official communication from complainant.
8. Communication of response to the complainant by the DOH CHD.
9. If the complainant believes that the grievance has not been resolved and closed at the regional level, the complainant may re-appeal to the DOH Central Office- Office of the Secretary, through submission of an official communication letter to the DOH Central Office- Office of the Secretary, together with all the previous official communications and relevant documents.

10. Endorsement of the unresolved grievance by the DOH Central Office- Office of the Secretary to the concerned DOH Centers for Health Development or Bureaus, for re-investigation and addressing of the grievance, within 7 days after receiving official communication from complainant.
11. Communication of response to the complainant by the DOH CHD or Bureaus concerned, informing also the DOH Central Office- Office of the Secretary.

Monitoring Form Template for the Project's Grievance Redress Mechanism (GRM)

The template below will be used for the monthly and yearly monitoring of the Project's GRM:
Month/Year:

Monitoring of Grievances

New grievances received within the month will be recorded in this form. Each grievance received will be counted as one item in the monitoring.

Grievance Description	Grievance Proponent	Date Received	Stakeholders Involved	Status

Monitoring of Grievance Resolution

New grievances received within the month as well as the unresolved/ongoing grievances processed during the month will be recorded in the first column.

If the re-appeal for the grievance was not submitted within the specified timeframe in the GRM steps above, it will still be reconsidered, and the grievance will be re-opened. However, if the same grievance has been previously reported in the ISR indicator as resolved, the previous report will not be changed and it will be noted in the monitoring that the grievance was re-opened upon re-appeal submission of proponent after deadline. The 're-opened grievance upon re-appeal submission of proponent after deadline' will not be counted as a new item and will continue its previous GRM process.

No. of Received and Unresolved Grievances	No. of Grievances Resolved	Percentage of Grievances Satisfactorily Resolved within Timeframe Specified (No. of Grievances Resolved / No. of Received and Unresolved Grievances)

Monitoring of Pending Grievances

All pending grievances will be recorded regardless of the month received. This form will be continuously updated.

Grievance Description	Grievance Proponent	Stakeholders Involved	Status	Next Steps		
				Action to be Taken	In-Charge	Timeline

ANNEX 2: Quotation Forms

Contractor Quotation Form

From:	<i>[Insert Contractor's name; in case of a joint venture, specify the name of the joint venture]</i>
Contractor's Representative:	<i>[Insert name of Contractor's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Contractor's address]</i>
Email:	<i>[Insert Contractor's email address]</i>

To:	<i>Department of Health</i>
Procuring Entity's Representative:	<i>Dr. Kenneth G. Ronquillo</i>
Title/Position:	<i>Undersecretary of Health COBAC-C, Chairperson</i>
Address:	<i>COBAC Conference Room, G/F, Bldg. 6 Department of Health San Lazaro Compound, Rizal Avenue Sta. Cruz, Manila</i>
RFQ Ref No.:	WB-PCERP-27-2022-B
Date of Quotation:	19 September 2022

Gentlemen:

SUBMISSION OF QUOTATION

1. Conformity and No Reservations

In response to the above named RFQ, we offer to execute the Works as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules and Technical Specifications. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

2. Eligibility

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Procuring Entity's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

3. Quotation Price

The total price of our offer is *insert the total quoted price in words and figures, from the Summary of Bid for the* **Upgrading of Isolation Facilities in DOH Hospitals Region VII – Don Emilio del Valle Memorial Hospital.**

4. Quotation Validity

Our Quotation shall be valid until the date specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

5. Bid Securing Declaration

Attached is the original of our Bid-Securing Declaration (BDS). We accept that we will automatically be suspended from being eligible for bidding in any contract with the Department of Health for the period of time of **one year** if we are in breach of our obligation(s) under the conditions stated in the BDS.

6. Performance Security

If we are awarded the Contract, we commit to obtain a Performance Security in accordance with the RFQ.

7. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation

[If none has been paid or is to be paid, indicate "none."]

Name of Recipient	Address	Reason	Amount

8. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and

-
- b. annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Contractors.

9. Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Contractor:

Name of the person duly authorized to sign the Quotation on behalf of the Contractor:

Name: _____

[insert complete name of person duly authorized to sign the Quotation] *

Title of the person signing the Quotation:

Title: _____

[insert complete title of the person signing the Quotation]

Signature of the person named above:

Signature of the Authorized Representative

[insert above the signature of person whose name and capacity are shown above]

Date signed: _____

[insert date of signing] day of ***[insert month]***, ***[insert year]***

*The power of attorney shall be attached to the Quotation.

Summary of Bid
Upgrading of Isolation Facilities in DOH Hospitals
Region VII – Don Emilio del Valle Memorial Hospital

<i>Facility / Hospital</i>		<i>Amount (PhP)</i>
Don Emilio del Valle Memorial Hospital	<i>Amount from BOQ 1</i>	
	<i>Provisional Sum</i>	200,000.00
	<i>Total Amount</i>	

Bill of Quantities (1)
Upgrading of Isolation Facilities in DOH Hospitals
Region VII – Don Emilio del Valle Memorial Hospital

Item No.	Description	Qty	Unit	Adjusted Direct Unit Cost	Total Amount
A.	GENERAL REQUIREMENTS				
A.1	Mobilization/Demobilization	1.00	lot		
A.2	Permits & Licenses				
A.2.1	All Permits, Licenses (Building Permits, PTC, Occupancy Permits & etc. including Structural Review Including Sign and Sealed of Structural Plans & Electrical Review, Analysis, Computations & Signature of PEE on Electrical Plans, Inclusive sign and seal	1.00	lot		
A.3	Temporary Facilities				
A.3.1	Security, Temporary water and Power Supply, Bunk House, etc	1.00	lot		
A.4	Construction Safety Program and Requirements				
A.4.1	Safety Health Program	1.00	lot		
A.4.2	Safety Requirements (Hard hat, shoes, safety belt, nets, safety signages, billboards, Debris Catcher and etc.)	1.00	lot		
A.5	Others				
A.5.1	Communication and Transmittals, Reproduction, Tarpaulin/billboard and Photos	1.00	lot		
A.5.2	Materials Testing	1.00	lot		
I	DEMOLITION & RESTORATION	1.00	lot		
II	STRUCTURAL CONCRETE (Incl. forms & scaffoldings)				
II.1	Columns (Third Floor), 3500 psi	24.00	cu.m.		
II.2	Suspended Beams (Roof Deck), 3500 psi	28.00	cu.m.		
II.3	Suspended Slab (Roof Deck), 3500 psi	66.00	cu.m.		
II.4	Concrete Canopy	3.00	cu.m.		
II.5	Stiffener Columns and Lintel Beams at Door and Window Openings, every 3m width and 2.1m height of CHB 2500 psi	5.00	cu.m.		
II.6	Concrete Formworks & Scaffoldings	152.67	sq.m.		
III	MASONRY WORKS				
III.1	Exterior wall: 6" thk CHB w/ 12mm dia. vert. bar @ 0.40m o.c. w/ 12mm dia. hor. bar every 2nd layer	127.90	sq.m.		

III.2	Interior wall: 4" thk CHB w/ 12mm dia. vert. bar @ 0.40m o.c. w/ 12mm dia. hor. bar every 2nd layer	267.3 3	sq.m.		
III.3	Exterior and Interior Plastering, 16mm thk including smooth finish (for the whole area)	790.4 5	sq.m.		
IV.	CARPENTRY WORKS				
IV.1	Interior Ceiling , 4.5 mm thk. Fiber Cement Board, 4' x 8' on Light Metal Framing Spaced @ 0.60m O.C. B.W.	224.1 8	sq.m.		
IV.2	Nurse Station Counter (Incl.Closer & Accessories, automotive painting)	1.00	set		
V.	FINISHES				
V.1	Polished Porcelain Floor Tiles 600mm x 600mm	24.62	sq.m.		
V.2	Ceramic Floor Tiles 300mm x 300mm, non-skid	14.46	sq.m.		
V.3	Ceramic Wall Tiles (Height=1.80m)	55.64	sq.m.		
V.4	Antibacterial Vinyl	124.4 6	sq.m.		
V.5	Painting; Concrete Walls (Exterior)	255.7 9	sq.m.		
V.6	Painting; Concrete Walls (Interior)	549.7 8	sq.m.		
V.7	Painting; Ceiling (Interior)	224.1 8	sq.m.		
V.8	Waterproofing (Roof Deck)	306.5 0	sq.m.		
VI.	DOORS AND WINDOWS				
VI.1	Doors (Incl. Jambs, Locks, Door Closer & Accessories, automotive painting)	20.00	Sets		
VI.2	Windows (Incl. Jambs, Locks & Accessories)	18.00	Sets		
VII.	PLUMBING WORKS @ 3rd Floor				
VII.1	Wasteline Pipings, Fittings ^ Accessories	1.00	lot		
VII.2	Waterline Pipings, Fittings ^ Accessories	1.00	lot		
VII.3	Plumbing Fixtures	23.00	sets		
VIII.	FIRE PROTECTION SYSTEM @ 3RD FLOOR	1.00	lot		
IX	ELECTRICAL WORKS @ 3rd Floor				
IX.1	Lighting Fixture	1.00	lot		
IX.2	Devices Switches and Convenience Outlets	1.00	lot		
IX.3	Rough-in Works (Incl. Conduits, Boxes, Tapes & Fittings)	1.00	lot		
IX.4	Wires and Cables	1.00	lot		
IX.5	Panelboards and Circuit Breakers	1.00	lot		
X	FIRE DETECTION ALARM SYSTEM	1.00	lot		
XI	MECHANICAL SYSTEM				
XI.1	Airconditioning Works	1.00	lot		
XI.2	Ventilation Works	1.00	lot		
TOTAL BID COST					

On behalf of the Contractor:

Name of the person duly authorized to sign the Bill of Quantities on behalf of the Contractor:

Name: _____

[insert complete name of person duly authorized to sign the Bill of Quantities] *

Title of the person signing the Quotation and the Bill of Quantities:

Title: _____

[insert complete title of the person signing the Bill of Quantities]

Signature of the person named above:

Signature of the Authorized Representative

[insert above the signature of person whose name and capacity are shown above]

Date signed: _____

[insert date of signing] day of **[insert month]**, **[insert year]**

Technical Proposal

The Contractor shall provide:

- the names and details of the suitably qualified key personnel to perform the Contract
- adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment for the Contract
- information on Site organization
- its method statement on the execution of the works
- mobilization and construction schedule
- the Environmental and Social Management Plan (ESMP) or the Environmental Codes of Practice (ECOP)
- the Labor Management Procedures (LMP)
- the Contractor's Personnel Grievance Redress Mechanism (GRM)
- A summary of other information, if any, that the Contractor considers relevant

ANNEX 3: Contract Forms

Contract Agreement

THIS AGREEMENT made theday of, between *the Department of Health*. (hereinafter “the Procuring Entity”), of the one part, and [*name of the Contractor*](hereinafter “the Contractor”), of the other part:

WHEREAS the Procuring Entity invited a Quotation for the execution of Works, *Upgrading of Isolation Facilities in DOH Hospitals Region VII – Don Emilio del Valle Memorial Hospital*. Has accepted the Quotation by the Contractor for the Works:

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Notice of Award
 - (b) the Contractor’s Quotation and all other documents/statements submitted (e.g., contractor’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation)
 - (c) the Conditions of Contract, including Appendices
 - (d) the Specifications
 - (e) the Drawings
 - (f) Bill of Quantities;
 - (g) Environmental and Social Management Plan; and,
 - (h) any other document listed in the CC as forming part of the Contract specified in the Request for Quotation.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Contractor shall be liable for workers who will contract COVID-19, subject to the applicable health guidelines. The Department of Health will not be liable for the medical bills and wages of the workers.
5. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Philippines on the day, month and year specified above.

Signed by:	Dr. Mario C. Villaverde Undersecretary of Health DoH	Signed by:	
for and on behalf of the DOH		for and on behalf the Contractor	
in the presence of:	Dr. Maria Soledad Antonio Director, BIHC-DoH	in the presence of:	
Witness, Name, Signature, Address, Date		Witness, Name, Signature, Address, Date	

Conditions of Contract

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Conditions of Contract

A. General

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify defined terms.
- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Award of Contract for the execution and completion of the Works and the remedying of any defects.
 - (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
 - (c) The **Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in **CC 21**.
 - (d) “**Bank**” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Contractor’s Quotation.
 - (f) **Compensation Events** are those defined in **CC 40**.
 - (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with **CC 49.1**.
 - (h) The **Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in **CC 3.3** below.
 - (i) The **Contractor** is the party whose Quotation to carry out the Works has been accepted by the Procuring Entity.
 - (j) The **Contractor’s Quotation** is the completed quotation document submitted by the Contractor to the Procuring Entity.
 - (k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Award of Contract and thereafter as adjusted in accordance with the Contract.
 - (l) **Days** are calendar days; months are calendar months.

-
- (m) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
 - (n) A **Defect** is any part of the Works not completed in accordance with the Contract.
 - (o) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
 - (p) The **Defects Liability Period** is the period specified in **CC 2.12** and calculated from the Completion Date.
 - (q) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
 - (r) The **Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in CC 2.1.**
 - (s) The **Environmental and Social Management Framework (ESMF)** refers to the document which describes the principles, processes, and technical guidance and provides a screening tool for the Project implementing agencies and their consultants to assess the environmental and social risks and impacts of the Project activities, developed in accordance with World Bank's Environmental and Social Standards (ESS).
 - (t) The **Environmental and Social Management Plan (ESMP)** refers to the document to be prepared by the Contractor in coordination with the health care facility in accordance with the ESMF, upon identification of potential site- specific risks and proposed mitigation measures which were previously recognized in the ESMF It describes safeguard measures and provides guidance to the planning and implementation of the mitigation measures to be carried out by the contractor during the building construction works, as well as safeguard performance monitoring, reporting and disclosure.
 - (u) The **Environmental Codes of Practice (ECOP)** refers to the document which provides general guidelines for the environmental and social management of activities not covered by the ESMP ,

ensuring compliance with national laws and the World Bank's ESS. It consists of basic standard operating procedures for activities that may generate temporary and reversible environmental and social impacts which are readily managed with good practices during the implementation.

v. **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

(v) The **Grievance Redress Mechanism (GRM)** refers to the process which assists resolution of complaints and grievances in a timely, effective and efficient manner that satisfies all parties involved, providing a transparent and credible process for fair, effective and lasting outcomes while building trust and cooperation as an integral component of broader community consultation that facilitates corrective actions. The Project GRM for the stakeholders is outlined in the SEP while the GRM for civil works personnel are site-specific and will be drafted by the Contractor/s.

(w) "**In writing**" or "**written**" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

(x) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works as specified in **CC 2.1**.

(y) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

(z) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

(aa) The **Project Manager** is the person named in **CC 2.1** (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

(bb) The **Site** is the area defined as such in the **CC 2.1**.

(cc) **Site Investigation Reports** are those, if any, that were included in the request for quotations documents and are

factual and interpretative reports about the surface and subsurface conditions at the Site.

- (dd) **Specifications** means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (ee) The **Stakeholder Engagement Plan (SEP)** refers to the document required by World Bank which defines a program for stakeholder engagement, including public information disclosure and consultation, throughout the entire project cycle. It outlines the ways in which the project team will communicate with stakeholders and it includes a mechanism by which they can raise concerns, provide feedback, or make complaints about the project and its related activities (GRM).
- (ff) The **Start Date** is **given in CC 2.1**. It is the latest date when the Contractor shall commence execution of the Works.
- (gg) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (hh) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (ii) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (jj) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, as defined in the **CC 2.1**.
- (kk) **“Contractor’s Personnel”** refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.
- (ll) **“Key Personnel”** means the positions (if any) of the Contractor’s personnel that are included in the contract.
- (mm) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

- (nn) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Procuring Entity’s Personnel; and
- (oo) **“Procuring Entity’s Personnel”** refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Procuring Entity engaged in fulfilling the Procuring Entity’s obligations under the Contract; and any other personnel identified as Procuring Entity’s Personnel, by a notice from the Procuring Entity or the Project Manager to the Contractor.

2. Contract Specific Information

2.1 General

- (a) The Procuring Entity is: *Department of Health, Dr. Lilibeth C. David, Undersecretary of Health*
- (b) The **Intended Completion Date** for the whole of the Works shall be: *120 Calendar Days*
- (c) The **Project Manager** is: *and authorized representative is to be determined by the DOH Hospital*
- (d) The **Site** is located at **Bood, Ubay Bohol** which is defined in drawing No. *AI*
- (e) The **Start Date** shall be: *[Three (3) calendar days upon receipt of the approved Notice to Proceed (NTP)]*.
- (f) The Works consist of: *Upgrading of Isolation Facilities in DOH Hospitals Region VII – Don Emilio del Valle Memorial Hospital.*

- 2.2 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.

Address for notices to the Procuring Entity:

*Dr. Maria Soledad Antonio
Director
Bureau of International Health Cooperation
Bldg. 4, San Lazaro Compound, Tayuman, Sta. Cruz,
Manila, Philippines 1003.
msqantonio.bihc@gmail.com*

Address for notices to the Contractor:

[insert the name of officer authorized to receive notices]

[title/position]

[department/work unit]

[address]

[Electronic mail address]

- 2.3 In accordance with **CC 3.2, Sectional Completions** are: **Not Applicable**
- 2.4 The **language** of the contract is **English**.
- 2.5 The Contract shall be governed by the **law** of the **Republic of the Philippines**.

contract specific information for the listed Conditions of Contract (CC) clauses follows:

- 2.6 **CC 12:** The minimum **insurance** amounts and deductibles shall be:
- (a) for loss or damage to the Works, Plant and Materials: **100% of the contract amount / 10% deductible**
 - (b) For loss or damage to Equipment: **[insert amounts]**.
 - (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract **[insert amounts]**.
 - (d) for personal injury or death: of the Contractor's employees: **Php 1 m per incident / of other people: Php500,000.**
- 2.7 **CC 13: Site Data** are: **None**
- 2.8 **CC 18: Site Possession Date(s)** shall be: *The date of the issuance of the Notice to Proceed*
- 2.9 **CC 21: Appointing Authority** of Adjudicator: **Construction Industry Arbitration Commission.**
- 2.10 **CC 25.1:** A **Program** for the Works shall be submitted within: **7 calendar** days from the date of the Letter of Award of Contract.
- 2.11 **CC 25.2:** The period for submission of **progress reports** is: **5th day of the month**
- 2.12 **CC 33:** The **Defects Liability Period** shall be: **365 calendar days** from the date of Completion.
- 2.13 **CC 43:** The **retention** amount shall be **10%**.
- 2.14 **CC 44.1:** The **liquidated damages** for the whole of the Works shall be: **1/10 of 1%** the final Contract Price per day.
- 2.15 **CC 44.1:** The **maximum amount of liquidated damages** for the whole of the Works is: **10%** of the final Contract Price.

- 2.16 **CC 44.3:** The **Bonus** for the whole of the Works is: **Not Applicable**
- 2.17 **CC 45:** The **Advance Payment** shall be: **15%** of the Accepted Contract Amount and shall be paid to the Contractor no later than **30 days** after the Contractor submits an acceptable Bank Guarantee. For the avoidance of doubt, the availment of the Advance Payment shall be optional on the part of the Contractor.
- 2.18 **CC 46** The Performance Security amount shall be for an amount of: 10 % of the Accepted Contract Amount in the form of a Bank Guarantee or a Manager's check and/or 30% of the Accepted Contract Amount in the form of Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, Manager's check, or a Surety bond.
- 2.19 **CC 52.1:** The date by which operating and maintenance manuals are required is **30 calendar days from the date of Certificate of Completion**. In accordance with **CC 52.1**, the date by which "as built" drawings are required is **30 calendar days from the date of Certificate of Completion**.
- 2.20 **CC 52.2:** The amount to be withheld: **1% of the final contract amount**.
- 2.21 **CC 54.1:** The percentage to apply to the value of the work not completed is: **ten (10) %**.

3. Interpretation

- 3.1 In interpreting these CC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these CC.
- 3.2 If sectional completion is specified in **CC 2.3**, references in the CC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 3.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) the Contract Agreement,
 - (b) The Letter of Award of Contract

- (c) The Contractor's Quotation and all other documents/statements submitted (e.g., contractor's response to request for clarification on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation)
- (d) the Conditions of Contract, including Appendices
- (e) the Specifications,
- (f) the Drawings,
- (g) the Bill of Quantities,
- (h) the Environmental and Social Management Plan (ESMP), and
- (a) any other document listed in the CC as forming part of the Contract specified in the Request for Quotation.

- 4. Prohibitions**
- 4.1 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 5. Project Manager's Decisions**
- 5.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.
- 6. Subcontracting**
- 6.1 The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Procuring Entity in writing. Subcontracting shall not alter the Contractor's obligations.
- 7. Cooperation**
- 7.1 The Contractor shall cooperate with and allow appropriate opportunities for other contractors, public authorities, utilities, and the Procuring Entity, to carry out on or near the Site work, if any, not included in the Contract.

8. Personnel and Equipment

- 8.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its quotation, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the quotation.
- 8.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
 - (e) engages in Sexual Harassment, Sexual Exploitation, Sexual Abuse or in any form of sexual activity with individuals under the age of 18 except in case of pre-existing marriage;
 - (f) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
 - (g) has been recruited from the Procuring Entity's Personnel.

As appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

8.3 Labor

8.3.1 Engagement of Staff and Labor. The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.

8.3.2 Labor Laws. The Contractor shall comply with all the relevant labor laws applicable to the Contractor's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.:

8.3.3 Facilities for Staff and Labor. The Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel.

8.3.4 *Supply of Foodstuffs.* The Contractor shall arrange for the provision of a sufficient supply of suitable food at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

8.3.5 *Supply of Water.* The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

8.3.6 *Forced Labor.* The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor *consists* of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

8.3.7 *Child Labor.* The Contractor, including its Subcontractors, shall *not* employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project Manager's approval. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;

- (c) with dangerous machinery, equipment or tools, or involving handling or
- (d) transport of heavy loads;
- (e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the Procuring Entity.

8.3.8 *Employment Records of Workers.* The Contractor shall keep complete and accurate records of the employment of labor at the Site.

8.3.9 *Non-Discrimination and Equal Opportunity.* The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship.

8.3.10 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a proportionate grievance mechanism for Contractor's Personnel.

8.3.11 *Awareness of Contractor's Personnel.* The Contractor shall provide appropriate awareness to relevant Contractor's Personnel on any applicable environmental and social aspects of the Contract, including on health, safety and prohibition of SEA and SH.

9. Procuring Entity's and Contractor's Risks

9.1 The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

10. Procuring Entity's Risks

10.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by

any person employed by or contracted to him except the Contractor.

- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

10.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Procuring Entity's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Procuring Entity's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

11. Contractor's Risks

11.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.

12. Insurance

12.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles specified in **CC 2.6**, for listed events which are due to the Contractor's risks:

12.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

12.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may affect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

12.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

12.5 Both parties shall comply with any conditions of the insurance policies.

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- 13. Site Data** 13.1 The Contractor shall be deemed to have examined any Site Data referred to in **CC 2.7**, supplemented by any information available to the Contractor.
- 14. Contractor to Construct the Works** 14.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 15. Approval by the Project Manager** 15.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 15.2 The Contractor shall be responsible for design of Temporary Works.
- 15.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 15.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 15.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 16. Health, Safety and Protection of the Environment** 16.1 The Contractor shall be responsible for the safety of all activities on the Site, and for taking care of the health and safety of all persons entitled to be on the Site and any other place where the Works are being executed.
- 16.2 The Contractor shall comply with all applicable health and safety regulations and laws, particularly the additional safety measures to prevent COVID-19 transmission.
- 16.3 The Contractor shall establish Occupational Safety and Health (OSH) Committee/s and designate a safety and environmental officer in the project site in accordance with relevant DOH, DOLE, DPWH, DTI, and IATF guidelines.
- 16.4 The Contractor shall be in-charge of the disinfection of work areas, as appropriate.
- 16.5 The Contractor shall observe the provisions of the Project's Environmental and Social Management Framework (ESMF) through development, updating, implementing, and monitoring of the Environmental and Social Management Plan (ESMP) or Environmental Codes of Practice (ECOP), Labor Management Procedures (LMP), and the Contractor's Personnel Grievance Redress Mechanism (GRM).

16.6 The Contractor will prepare monthly reports on the monitoring of the ESMP or ECOP, LMP, and GRM for submission to the Procuring Entity.

16.7 The Procuring Entity will conduct community consultations together with the project recipient facility and validate the environmental and social risks of the Project.

16.8 The issues raised in the community consultations will be addressed through the Project's Grievance Redress Mechanism. The results of the screening and community consultations will be turnover by the Procuring Entity to the recipient health facility and Contractor.

16.9 The Procuring Entity will orient and provide training to the recipient health facility and Contractor on Environmental and Social Risk Management and required documents.

16.10 Protection of the environment

(a) The Contractor shall take all necessary measures to: protect the environment (both on and off the Site); and

(b) The Contractor shall limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

16.11 In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Project Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Project Manager.

16.12 The Contractor shall observe proper waste management practices in compliance with existing DOH and DENR standards as indicated in the Project's ESMF.

17. Archaeological and Geological Findings

17.1 All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Procuring Entity.

18. Possession of the Site

18.1 If possession of a part is not given by the date stated in **CC 2.8**, the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

19. Access to the Site

19.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any

	place where work in connection with the Contract is being carried out or is intended to be carried out.
20. Instructions, Inspections and Audits	20.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
	20.2 The Contractor shall keep and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
	<p>20.3 Inspections & Audit by the Bank</p> <p>Pursuant to paragraph 2.2 e. of Appendix A to the CC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to CC 23.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p>

21. Appointment of the Adjudicator

- 21.1 The Procuring Entity and the Contractor shall jointly appoint an adjudicator with relevant experience, within 7 (seven) days of contract signature. In case of disagreement between the Procuring Entity and the Contractor on the appointment of the Adjudicator within this period, either party will request the Appointing authority stated in **CC 2.9**, to appoint the Adjudicator within 7 (seven) days of receipt of such request.
- 21.2 Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 14 (fourteen) days, the Adjudicator shall be designated by the Appointing

Authority stated in **CC 2.9**, at the request of either party, within 7 (seven) days of receipt of such request.

- 22. Procedure for Disputes**
- 22.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 (fourteen) days of the notification of the Project Manager's decision.
- 22.2 The Adjudicator shall give a decision in writing within 14 (fourteen) days of receipt of a notification of a dispute. The adjudicator's cost (hourly fee and reimbursable expenses) shall be divided equally between the Procuring Entity and the Contractor, whatever decision is reached by the Adjudicator.
- (a) Both parties shall attempt to settle the dispute amicably before commencement of arbitration. If the dispute is not settled amicably within 14 (fourteen) days of the Adjudicator's written decision, either party may refer a decision of the Adjudicator to an Arbitrator. If neither party refers the dispute to arbitration within 28 (twentyeight) days of the Adjudicator's written decision, the Adjudicator's decision shall be final and binding. The arbitration shall be conducted in accordance with the following arbitration procedures. Contract with foreign Contractor:
- All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
- (b) Contracts with Contractor national of the Procuring Entity's Country:
- In the case of a dispute between the Procuring Entity and a Contractor who is a national of the Procuring Entity's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring Entity's Country.]
- 23. Fraud and Corruption**
- 23.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the CC.
- 23.2 The Procuring Entity requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the to the request for

quotations or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

- 24. Security of the Site**
- 24.1 The Contractor shall be responsible for the security of the Site, and:
- (a) for keeping unauthorized persons off the Site;
 - (b) authorized persons shall be limited to the Contractor's Personnel, the Procuring Entity's Personnel, and to any other personnel identified as authorized personnel (including the Procuring Entity's other contractors on the Site), by a notice from the Procuring Entity or the Project Manager to the Contractor.

The Contractor shall require the security personnel to act within the applicable Laws.

B. Time Control

- 25. Program and Progress Reports**
- 25.1 The Contractor shall submit for approval a Program for the Works, within the period stated in **CC 2.10**. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show any effect of Variations and Compensation Events.
- 25.2 The Contractor shall monitor progress of the Works and submit progress reports to the Project manager at intervals no longer than the period stated in **CC 2.11**.
- 25.3 In addition to the progress reports stated in **CC 2.11**, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect including, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH.

The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.

- 26. Extension of the Completion Date**
- 26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

26.2 If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Acceleration

27.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

27.2 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

28. Delays Ordered by the Project Manager

28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

29. Management Meetings

29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30. Early Warning

30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works.

30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

31. Identifying Defects

31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

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- 32. Tests** 32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 33. Correction of Defects** 33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability specified in **CC 2.12**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 34. Uncorrected Defects** 34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.
- D. Cost Control**
- 35. Contract Price** 35.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 36. Changes in the Contract Price** 36.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Accepted Contract Amount, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Accepted Contract Amount is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.
- 36.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 37. Variations** 37.1 All Variations shall be included in updated Programs produced by the Contractor.
- 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess
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the quotation, which shall be given within 7 (seven) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

- 37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 37.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in **CC 36.1** or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

38. Payment Certificates

- 38.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 38.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 38.3 The value of work executed shall be determined by the Project Manager.
- 38.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.
- 38.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 38.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

39. Payments

- 39.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the

Contractor the amounts certified by the Project Manager within 28 (twenty-eight) days of the date of each certificate, subject to the submission by the Contractor of the documentary requirements for progress payment as listed in Appendix B. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. The interest rate shall be at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made. Payments made even after the lapse of the 28 (twenty-eight) day period shall not be considered as late payment if the delay was due to non-submission of the documents listed in Appendix B.

39.2 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

40. Compensation Events

40.1 The following shall be Compensation Events:

- (a) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to **CC 2.8**.
- (b) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (c) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (d) The Project Manager unreasonably does not approve a subcontract to be let.
- (e) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Award of Contract from the information issued to Contractors (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (f) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.
- (g) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (h) The advance payment is delayed.
- (i) The effects on the Contractor of any of the Procuring Entity's Risks.

- (j) The Project Manager unreasonably delays issuing a Certificate of Completion.

40.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

40.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

40.4 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

41. Tax

41.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 7 (seven) days before the submission of quotations for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor.

42. Price Adjustment

42.1 **Prices shall not be adjusted for any fluctuations in the cost of inputs.**

43. Retention

43.1 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in **CC 2.13** until Completion of the whole of the Works.

43.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with **CC 49.1**, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee. The payment of the retained amount shall be subject to the submission by the Contractor of the documentary requirements for final payment as listed in Appendix C. Any delay in the payment of the retained amount

shall not be considered as late payment if the delay was due to non-submission of the documents listed in Appendix C.

44. Liquidated Damages and Bonuses

- 44.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in **CC 2.14** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in **CC 2.15**. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 44.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **CC 39.1**.
- 44.3 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in **CC 2.16** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete

45. Advance Payment

- 45.1 The Procuring Entity shall make advance payment to the Contractor in the amount specified in **CC 2.17**, against provision by the Contractor, if required in **CC 2.17**, of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor.
- 45.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 45.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of

work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

- 46. Performance Security**
- 46.1 The Performance Security, if required in **CC 2.18**, shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in **CC 2.18**, by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, manager's check, Surety Bond and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.
- 47. Dayworks**
- 47.1 If applicable, the Dayworks rates in the Contractor's Quotations shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 47.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 47.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 48. Cost of Repairs**
- 48.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

49. Completion	49.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
50. Taking Over	50.1 The Procuring Entity shall take over the Site and the Works within 7 (seven) days of the Project Manager's issuing a Certificate of Completion.

<p>51. Final Account</p>	<p>51.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 (fifty-six) days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 (fifty-six) days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.</p>
<p>52. Operating and Maintenance Manuals</p>	<p>52.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in CC 2.19.</p> <p>52.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in CC 2.19, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in CC 2.20 from payments due to the Contractor.</p>
<p>53. Termination</p>	<p>53.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>53.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p>
	<ul style="list-style-type: none"> (a) the Contractor stops work for 28 (twenty-eight) days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 (twenty-eight) days; (c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (d) a payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 (eighty-four) days of the date of the Project Manager's certificate; (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and

	<p>the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;</p> <p>(f) the Contractor does not maintain a Security, which is required;</p> <p>(g) the Contractor has delayed the completion of the Works for which the maximum amount of liquidated damages can be paid, as specified in CC 2.15; or</p> <p>(h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the CC, in competing for or in executing the Contract, then the Procuring Entity may, after giving 14 (fourteen) days written notice to the Contractor, terminate the Contract and expel him from the Site.</p> <p>53.3 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.</p>
	<p>53.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
	<p>53.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under CC 53.2 above, the Project Manager shall decide whether the breach is fundamental or not.</p>

54. Payment upon Termination

54.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage specified in **CC 2.21** to apply to the value of the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

54.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

-
- 55. Property** 55.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.
- 56. Release from Performance** 56.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 57. Suspension of Bank Loan or Credit** 57.1 In the event that the Bank suspends the Loan or Credit to the Procuring Entity, from which part of the payments to the Contractor are being made:
- (a) The Procuring Entity is obligated to notify the Contractor of such suspension within 7 (seven) days of having received the Bank's suspension notice.
 - (b) If the Contractor has not received sums due to it within the 28 (twenty eight) days for payment provided for in **CC 39.1**, the Contractor may immediately issue a 14 (fourteen)-day termination notice.

APPENDIX A TO CONTRACT CONDITIONS

Fraud and Corruption

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders/applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Sample Letter of Award of Contract

[modify as appropriate]

[use letterhead paper of the Procuring Entity]

[date].

To: *[name and address of the Contractor]*

Subject: *[Notification of Award Contract No].*

This is to notify you that your Quotation dated *[insert date]* for execution of the
 *[insert name of the contract and identification number, as given in the CC]*
 for the Accepted Contract Amount of *[insert amount in numbers and words
 and name of currency]*, as corrected and modified in accordance with the Request for
 Quotations is hereby accepted by our Agency.

Please find enclosed herewith the Contract. You are requested to sign the contract within *[insert
 no of days]*.

Authorized Signature: _____

Name and Title of Signatory: Dr. Mario Villaverde, Undersecretary of Health

Name of Agency: Department of Health

Attachment: Contract

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: Department of Health, San Lazaro Compound, Tayuman, Sta. Cruz, Manila, Philippines 1003

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*⁴¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,⁵² whichever is earlier. Consequently,

⁴¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

⁵² *Insert the expected completion date as described in CC 49.1. The Employer should note that in the event of an extension of the expected completion date of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a*

any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Procuring Entity]*

Date: *_[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *_[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,⁶¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...⁷², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

⁶¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Award of Contract less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

⁷² *Insert the date twenty-eight days after the expected completion date as described in CC 49.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*
RFQ No.: *[insert number of bidding process]*

To: *[insert complete name of the Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, offer / quotation must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Department of Health and all its operating units for the period of time of One Year starting on the date that we receive a notification from the Procuring Entity, if we are in breach of our obligation(s) under this RFQ , because we

- (a) have withdrawn our offer / quotation during the period of bid validity specified in the Quotation Form; or
- (b) do not accept the correction of errors; or
- (c) having been notified of the acceptance of our offer / quotation by the Procuring Entity during the period of bid validity, (i) fail or refuse to execute the Contract, if required; (ii) fail or refuse to furnish the Performance Security.

We understand that this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of *[insert complete name of the Bidder]*

Dated on _____ day of _____, _____

Corporate Seal *[where appropriate]*

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. *Select one, delete the other:*

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

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

2. *Select one, delete the other:*

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

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)]*;

3. *[Name of Bidder]* is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder in compliance with the Request for Quotation, which includes:
 - a) Carefully examine all of the Request for Quotation;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made of given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.
X-----X

SECRETARY'S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and place of business at [complete office address], **DO HEREBY CERTIFY**, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the Regular/Special meeting of the Board of Directors of the said Corporation duly convened and held on [dd mm yy] at which meeting a quorum was present and acted throughout, the following resolution was unanimously approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

(Resolution No. _____)

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding of the [Name of the Project and reference number] by the **DEPARTMENT OF HEALTH (DOH)**; and that if awarded the project shall enter into a contract with the **DOH**; and in connection therewith hereby appoint _____, acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

IN WITNESS WHEREOF, I/We have hereunto set my/our hands this ____ day of [month] [year] at [place of execution].

[Corporate Secretary]

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
X-----X

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that the undersigned *[name]*, *[title]* of *[name of Company]*, is lawfully authorized to represent and act on behalf of the *[name of company]*, a company registered under the laws of the Republic of the Philippines with its registered office at *[complete office address]*, do hereby APPOINT, NAME and CONSTITUTE, *[name]*, *[title]* of *[name of company]* as my true and lawful attorney-in-fact to act for and in my name and stead, to do, execute and perform any and all acts necessary and/or represent in the bidding and perform the following acts:

1. To participate and submit a bid to the **DEPARTMENT OF HEALTH** for the Procurement of *[Name of Project and reference number]*.
2. To make, sign, execute, deliver and receive contracts, agreements and any and all documents pertinent thereto, as may be necessary to carry into effect the foregoing authority and to bind myself with the DOH.

HEREBY GIVING AND GRANTING unto my said attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite or necessary or proper to be done in and about the premises as fully to all intents and purposes as I might or could lawfully do if personally present, with power of substitution and revocation, and hereby ratifying and confirming all that my said attorney-in-fact shall lawfully do or cause to done under and by virtue of these presents.

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

[Principal]

[Legal Representative/s]

Attorney-in-Fact SIGNED IN THE PRESENCE OF

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
 Notary Public for _____ until _____
 Roll of Attorneys No. _____
 PTR No. __, *[date issued]*, *[place issued]*
 IBP No. __, *[date issued]*, *[place issued]*

Doc. No. ____
 Page No. ____
 Book No. ____
 Series of ____

APPENDIX B

Documentary Requirements for Infrastructure-Progress Payment

1. Original copy of Letter Request from the Contractor for the Progress Payment
2. Statement of Work Accomplishment/Progress Billing
3. Inspection Report by the Agency's Authorized Engineer
4. Results of Test Analysis (If Applicable)
5. Statement of Time Elapsed
6. Contractor's Affidavit on payment of laborers and materials
7. Pictures (before, during and after construction of items of work especially the embedded items
8. Bank Details of Contractor/bank account where payments may be deposited
9. Original copy of the billing invoice of the Contractor

APPENDIX C

Documentary Requirements for Final Payments

1. Original copy of Letter Request from the Contractor for the Final Payment
2. Statement of Work Accomplishment/Progress Billing
3. Inspection Report by the Agency's Authorized Engineer
4. Certificate of Acceptance and Approval of Final Payment from End-User signed by the signatory of Contract
5. Result of Test Analysis (if applicable)
6. Statement of Time Elapsed
7. Contractor's Affidavit on payment of laborers and materials
8. Pictures (before, during and after construction of items of work especially the embedded items
9. As-Built Plans
10. Warranty Security (Bank Guarantee)
11. Bank Details of Contractor/bank account where payments may be deposited
12. Original copy of the billing invoice of the Contractor