

# **PHILIPPINE BIDDING DOCUMENTS**

## **REHABILITATION OF THE FIRE DETECTION AND ALARM SYSTEM AND THE AUTOMATIC FIRE SPRINKLER SYSTEM IN THE PITAHC BUILDING (REBIDDING)**

**CB 012-2024**

**08 November 2024**

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

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

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.

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



## **Invitation to Bid for Rehabilitation of the Fire Detection and Alarm System and the Automatic Fire Sprinkler System in the PITAHC Building (Rebidding)**

1. The **Philippine Institute of Traditional and Alternative Health Care (PITAHC)**, through the **2024 Approved Corporate Operating Budget** intends to apply the sum of **One Million Three Hundred Eighty-Three Thousand Pesos (1,383,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Rehabilitation of the Fire Detection and Alarm System and the Automatic Fire Sprinkler System in the PITAHC Building (Rebidding)** with Reference No. **CB 012-2024**.

<b>Lot No.</b>	<b>Description</b>	<b>Quantity</b>	<b>UOM</b>	<b>ABC per Lot (in PhP)</b>
<b>1</b>	<b>Rehabilitation of the Fire Detection and Alarm System and the Automatic Fire Sprinkler System in the PITAHC Building (Rebidding)</b>	<b>1</b>	<b>Lot</b>	<b>1,383,000.00</b>
<b>Total</b>				<b>1,383,000.00</b>

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *PITAHC* now invites bids for the above Procurement Project. Completion of the Works is required *based on the Section VI. Technical Specification*. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *PITAHC* and inspect the Bidding Documents at the address given below from **8:00 AM to 5:00 PM, Mondays to Fridays** except during weekend and declared Holidays and suspension of work.
5. A complete set of Bidding Documents may be acquired by interested Bidders upon payment of the non-refundable fee for the Bidding Documents through:



- a) Cashier Section, 1st Floor, PITAHC Building, Matapang Street, East Avenue Medical Center Compound, Barangay Central, Quezon City; or  
b) LAND BANK OF THE PHILIPPINES

Current Account Name: **PHILIPPINE INSTITUTE OF TRADITIONAL AND ALTERNATIVE HEALTH CARE**

Account No. : **1872-1035-18**

Upon deposit, the bidders must submit the scanned copy of the deposit slip to **[bac@pitahc.gov.ph](mailto:bac@pitahc.gov.ph)** and **[finance@pitahc.gov.ph](mailto:finance@pitahc.gov.ph)**.

Payment of the non-refundable fee for the Bidding Documents is in pursuant to the latest Guidelines issued by the GPPB, in the following amount depending on the lot(s) intended to be bid:

Lot	Description	ABC per Lot (in PhP)	Non-Refundable Fee per Lot (in PhP)
1	<b>REHABILITATION OF THE FIRE DETECTION AND ALARM SYSTEM AND THE AUTOMATIC FIRE SPRINKLER SYSTEM IN THE PITAHC BUILDING (REBIDDING)</b>	<b>1,383,000.00</b>	<b>5,000.00</b>

6. The *PITAHC* will hold a Pre-Bid Conference<sup>1</sup> on **18 November 2024, 1:30 PM** through our office address: **PITAHC Building, Matapang Street, East Avenue Medical Center Compound, Barangay Central, Quezon City** and/or through **Zoom teleconferencing**, which shall be open only to those prospective bidders who coordinated and confirmed their attendance to participate to the said Conference, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below and/or online or electronic submission as indicated below on or before **2 December 2024, 12:00 Noon**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on **2 December 2024, 1:30 PM** at the given address below and/or via *Zoom Teleconferencing*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. PITAHC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6

and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

MR. RODELIO D. MENDEZ JR.

*Head, BAC Secretariat*

PITAHC Building, Matapang Street, East Avenue Medical Center Compound, Barangay Central, Quezon City

Telephone No.: (+632) 376-3067/376-3068 local 320, Facsimile No.: (+632) 376-3067

E-mail: **[bac@pitahc.gov.ph](mailto:bac@pitahc.gov.ph)**

12. You may visit the following websites:

For downloading of Bidding Documents: **<https://pitahc.gov.ph/category/invitation-to-bid/>**

For online bid submission: [bac@pitahc.gov.ph](mailto:bac@pitahc.gov.ph)

***08 November 2024***

**Sgd.**

**ATTY. KEENTH N. ALMEÑE**

*BAC Chairperson*

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

## **1. Scope of Bid**

PITAHC invites Bids for the **Rehabilitation of the Fire Detection and Alarm System and the Automatic Fire Sprinkler System in the PITAHC Building (Rebidding)**, with Reference Number **CB 012-2024**.

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications).

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for **2024 Approved Corporate Operating Budget** in the amount of **One Million Three Hundred Eighty-Three Thousand Pesos (1,383,000.00)**.

2.2. The source of funding is GOCC and GFIs, the proposed Corporate Operating Budget.

## **3. Bidding Requirements**

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or

through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## **5. Eligible Bidders**

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

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

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

## **6. Origin of Associated Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **PITAH Building, Matapang Street, East Avenue Medical Center Compound, Barangay Central, Quezon City** and/or through **Zoom teleconferencing** as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

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

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

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

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

## **12. Alternative Bids**

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

## **13. Bid Prices**

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

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

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

14.2. *Payment of the contract price shall be made in Philippine Pesos.*

## **15. Bid Security**

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid for One Hundred Twenty (120) calendar days. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

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

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

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

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

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

## **19. Detailed Evaluation and Comparison of Bids**

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

## **20. Post Qualification**

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

## **21. Signing of the Contract**

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



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

# Bid Data Sheet

ITB Clause											
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>a. Any Installation/Repair/Upgrade/Rehabilitation of Fire Detection and Alarm System projects and/or Fire Suppression Systems, and/or Automatic Fire Sprinkler System projects</p> <p>b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</p> <p>c. Completed contract price is at least fifty percent (50%) of the ABC.</p>										
7.1	<i>No further instructions</i>										
10.3	<i>No further instructions</i>										
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <p><u>Key Personnel</u> Professional Electrical Engineer or Electronics and Communication Engineer</p> <p><u>General Experience</u> 3 years of experience</p> <p><u>Relevant Experience</u> 3 years of experience of combined experience in the government/public and/or private sectors in providing rehabilitation services of the FDAS and AFSS, including the repair, replacement, supply, installation, integration, and testing of their components With Occupational Safety and Health training certificate</p>										
10.5	<i>No further instructions</i>										
12	<i>No Further instructions.</i>										
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than <b><i>two percent (2%) of ABC</i></b>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <b><i>five percent (5%) of ABC</i></b>, if bid security is in Surety Bond.</p>										
19.2	<table><tr><th>Lot No.</th><th>Description</th><th>Quantity</th><th>UOM</th><th>ABC per Lot (in PhP)</th></tr><tr><td>1</td><td>Rehabilitation of the Fire Detection and Alarm</td><td>1</td><td>Lot</td><td>1,383,000.00</td></tr></table>	Lot No.	Description	Quantity	UOM	ABC per Lot (in PhP)	1	Rehabilitation of the Fire Detection and Alarm	1	Lot	1,383,000.00
Lot No.	Description	Quantity	UOM	ABC per Lot (in PhP)							
1	Rehabilitation of the Fire Detection and Alarm	1	Lot	1,383,000.00							

			<b>System and the Automatic Fire Sprinkler System in the PITAHC Building (Rebidding)</b>			
		<b>Total</b>				<b>1,383,000.00</b>
20	<p><i>1. Latest Annual Income Tax Returns for the Year filed and paid through the BIR Electronic Filing and Payment System (eFPS) for the Year 2023</i></p> <p><i>2. Latest Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) for the Year 2024 (2550Q and/or 2550M)</i></p> <p><i>3. Valid Mayor's Permit 2024</i></p> <p><i>4. SEC/DTI Certificate, if applicable</i></p> <p><i>5. Valid Tax Clearance</i></p> <p><i>6. Annual Financial Statement (FY 2023) stamped received by the BIR</i></p> <p><i>7. Supporting documents for the SLCC</i></p> <p><i>8. General Information Sheet, in case of corporation</i></p> <p><i>9. Product Brochures, if any</i></p> <p><i>10. Company Profile</i></p> <p><i>11. Curriculum Vitae indicating their relevant trainings and certifications, and Professional License, if applicable.</i></p> <p><i>12. Certificates of Employment for the relevant experiences</i></p>					
21	Construction safety and health program approved by the DOLE.					

## ***Section IV. General Conditions of Contract***

## 1. **Scope of Contract**

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

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

## 2. **Sectional Completion of Works**

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

## 3. **Possession of Site**

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

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

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

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

## **5. Performance Security**

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

## **6. Site Investigation Reports**

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

## **7. Warranty**

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

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

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

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

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

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

## **10. Dayworks**

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

## **11. Program of Work**

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

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

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

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

## **13. Advance Payment**

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

## **14. Progress Payments**

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

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

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



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

# Special Conditions of Contract

GCC Clause	
2	<i>No further instructions.</i>
4.1	<i>No further instructions.</i>
6	<p>As part of the procurement requirement, the prospective Contractor shall conduct an initial site inspection to secure a <b>Certificate of Site Inspection</b>, which shall be issued by PITAHC and shall be submitted as part of the technical proposal.</p> <p>The prospective Contractor shall inspect the site premises to consider all the conditions that may, directly or indirectly, affect the rehabilitation services, including verification of the Scope of Works to be done.</p>
7.2	Two (2) years.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>ten (10)</i> calendar days upon receipt of the Notice of Award.
11.2	No further instructions.
13	No further instructions.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	<p>Operating and maintenance manuals are required to be submitted within thirty (30) calendar days upon PITAHC's acceptance of the deliverables from the First Progress Payment</p> <p>"As built" drawings are required to be submitted within twenty (20) calendar days upon PITAHC's acceptance of the deliverables from the Second Progress Payment</p>
15.2	No further instructions.



## ***Section VI. Specifications***

Terms and Conditions	Compliance to Terms and Conditions / Technical Specifications (Check the corresponding box)		
	Compliant	Non-Compliant	Remarks: (Counter Specs Offer)
<b>REHABILITATION OF THE FIRE DETECTION AND ALARM SYSTEM AND THE AUTOMATIC FIRE SPRINKLER SYSTEM IN THE PITAHC BUILDING (REBIDDING)</b>  <b>QUANTITY: ONE (1) LOT</b>	Yes ( )	No ( )	
<b>I: OBJECTIVE:</b>  To engage the services of a Contractor who is duly authorized and has the necessary expertise, experience, and capacity to rehabilitate PITAHC's FDAS and AFSS including, but not limited to, checking, repairing, replacing, supplying, installing, integrating, and testing all the necessary components of the said systems.	Yes ( )	No ( )	
<b>II: SCOPE OF WORKS</b>  <b>General Scope of Works</b>  The Contractor shall:  Supply and deliver all the required labor, tools, materials, and equipment, as well as the necessary supervision and technical expertise to execute and complete the rehabilitation of PITAHC's FDAS and AFSS;	Yes ( )	No ( )	
Provide safety signage/early warning signs visible at the jobsite	Yes ( )	No ( )	

Perform chipping, drilling or cutting of existing floors, walls, or ceilings to remove the defective components, and ensure the safety and proper protection of existing structures and systems during the cutting or chipping process;	Yes ( )	No ( )	
Dismantle and replace the identified defective/damaged FDAS and AFSS components, and perform repairs as necessary to ensure their functionalities;	Yes ( )	No ( )	
Conduct line tracing to determine and verify the connection to each zone and to the other components, as necessary;	Yes ( )	No ( )	
Replace cables, wires, and resistors that will be found defective;	Yes ( )	No ( )	
Drain the Cistern tank, as necessary;	Yes ( )	No ( )	
Conduct the air leak test to check the functionality of each sprinkler;	Yes ( )	No ( )	
Lay-out the cables and conduits for the installation of additional components at the fifth floor;	Yes ( )	No ( )	
Supply, install, and integrate the additional components to the FDAS control panel;	Yes ( )	No ( )	
Close/seal the sprinklers in the electrical rooms and ICT room;	Yes ( )	No ( )	
Rectify the cable pathways such as modification of pipe sizes and enlargement of holes in the cement walls and slabs;	Yes ( )	No ( )	
Integrate the elevator to the FDAS control panel;	Yes ( )	No ( )	
Install the ceiling type fire extinguishers including their mounting brackets;	Yes ( )	No ( )	
Restore any damage brought about by the repair, replacement, and installation including patching the	Yes ( )	No ( )	

holes, smoothing the surfaces, and ensuring a clean finish;			
Conduct testing and commissioning to ensure the functionalities of the rehabilitated FDAS and AFSS;	Yes ( )	No ( )	
Conduct technical training for identified PITAHC personnel on the administration, operation, maintenance, minor troubleshooting, and handling of all the components to be supplied;	Yes ( )	No ( )	
<b>2. Technical Support Services</b>  All throughout the Purchase Order or contract period, the Contractor shall be available to respond to all queries on various issues related to the FDAS and AFSS as well as to requests that require urgent support.	Yes ( )	No ( )	
The Contractor shall ensure the prompt submission of all the required service reports for review and reference of PITAHC.	Yes ( )	No ( )	
<b>3. Special Provisions</b>  The Contractor shall ensure that the implementation of the Purchase Order or contract will not, in any way, cause any disruption/disturbance to the operations of PITAHC.	Yes ( )	No ( )	
During the implementation of the Purchase Order or contract, the Contractor shall ensure that no chemicals, materials, and equipment will endanger the safety and health of anyone within the PITAHC building and premises.	Yes ( )	No ( )	
The Contractor shall be fully responsible and liable for any injury to anyone within the PITAHC building and premises, and for any damage, loss, or destruction of any property and/or installation of PITAHC, when such injury, damage, loss, and destruction shall be due to the fault and negligence	Yes ( )	No ( )	

of the Contractor.			
<b>III: SPECIFICATIONS OF THE COMPONENTS</b>  <b>Components for Replacement</b>  <b>Ground Floor</b>  One (1) piece Conventional FDAS Control Panel, 8 Zones ( <i>to be replaced with a minimum of 12 Zones</i> ), 220-240Vac, with backup batteries (24Vdc)  Thirty-one (31) pieces Conventional Photoelectric/Photo Electronic Smoke Detectors 24Vdc  Three (3) pieces Resettable Manual Call Points 24Vdc	Yes ( )   Yes ( )   Yes ( )	No ( )   No ( )   No ( )	
<b>Ground Floor, Fire Pump Room</b>  One (1) piece Submersible Jockey Pump 5HP, Vertical Type, 220-240Vac	Yes ( )	No ( )	
<b>Second Floor</b>  Twenty-six (26) pieces Conventional Photoelectric/Photo Electronic Smoke Detectors 24Vdc  Four (4) pieces Resettable Manual Call Points 24Vdc	Yes ( )   Yes ( )	No ( )   No ( )	
<b>Third Floor</b>  Twenty-seven (27) pieces Conventional Photoelectric/Photo Electronic Smoke Detectors 24Vdc  Four (4) pieces Resettable Manual Call Points 24Vdc	Yes ( )   Yes ( )	No ( )   No ( )	
<b>Fourth Floor</b>  Twenty-two (22) pieces Conventional Photoelectric/Photo Electronic Smoke Detectors 24Vdc  Five (5) pieces Resettable Manual Call Points 24Vdc	Yes ( )   Yes ( )	No ( )   No ( )	



<b>2. Components for Installation</b>			
<b>Ground Floor, Electrical Room</b>			
One (1) piece 10 lbs. HCFC 123 Ceiling Type Fire Extinguisher ABC	Yes ( )	No ( )	
<b>Second Floor, Pantry/Electrical Room</b>			
Two (2) pieces 10 lbs. HCFC 123 Ceiling Type Fire Extinguisher ABC	Yes ( )	No ( )	
<b>Third Floor, ICT Room</b>			
Two (2) pieces 10 lbs. HCFC 123 Ceiling Type Fire Extinguisher ABC	Yes ( )	No ( )	
<b>Third Floor, Pantry/Electrical Room</b>			
Two (2) pieces 10 lbs. HCFC 123 Ceiling Type Fire Extinguisher ABC	Yes ( )	No ( )	
<b>Fourth Floor, Pantry/Electrical Room</b>			
One (1) piece 10 lbs. HCFC 123 Ceiling Type Fire Extinguisher ABC	Yes ( )	No ( )	
<b>Fifth Floor</b>			
Twenty-five (25) pieces Conventional Photoelectric/Photo Electronic Smoke Detectors 24Vdc	Yes ( )	No ( )	
Four (4) pieces Resettable Manual Call Points 24Vdc	Yes ( )	No ( )	
Three (3) pieces Alarm Bells 6" 24Vdc	Yes ( )	No ( )	
<b>Fifth Floor, Electrical Room</b>			
One (1) piece 10 lbs. HCFC 123 Ceiling Type Fire Extinguisher ABC	Yes ( )	No ( )	

<p><b>3. Existing Elevator for Integration to the FDAS</b></p> <p><i>Specifications of the Existing Elevator</i></p> <p>Brand: KONE</p> <p>Elevator Type: Passenger Elevator</p> <p>Product Type: PW10/10-19</p> <p>Rated Load: 800 kg</p> <p>Number of Floors/Number of Stops: 5/5</p> <p>With provisions for tapping of 24Vdc</p> <p>Elevator Control Panel Location: Fifth Floor</p>	Yes ( )	No ( )	
<p><b>IV. WARRANTY PROVISIONS</b></p> <p>The warranty for all supplied materials and components, along with the workmanship, shall be two (2) years from the date of acceptance by PITAHC. However, the fire extinguishers will have a warranty of five (5) years starting from the date of acceptance by PITAHC.</p>	Yes ( )	No ( )	
<p><b>V. CONTRACT PERIOD</b></p> <p>The contract period shall be <b>sixty (60) calendar days</b>, and this shall commence from the date of receipt of the Notice to Proceed (NTP) by the Contractor.</p> <p>The Contractor shall be liable to a penalty of one-tenth of one percent (0.1%) of the cost of the undelivered services for every day of delay. Once the aggregate amount of penalties or liquidated damages, by reason of the inordinate delay, reaches ten percent (10%) of the cost, PITAHC may rescind the Purchase Order or contract, without prejudice to other courses of action and remedies available under the circumstances.</p>	<p>Yes ( )</p> <p>Yes ( )</p>	<p>No ( )</p> <p>No ( )</p>	

<p><b>VI. SITE INSPECTION</b></p> <p>As part of the procurement requirement, the prospective Contractor shall conduct an initial site inspection to secure a <b>Certificate of Site Inspection</b>, which shall be issued by PITAHC and shall be submitted as part of the technical proposal.</p> <p>The prospective Contractor shall inspect the site premises to consider all the conditions that may, directly or indirectly, affect the rehabilitation services, including verification of the Scope of Works to be done.</p>	<p>Yes ( )</p> <p>Yes ( )</p>	<p>No ( )</p> <p>No ( )</p>	
<p><b>VII. APPROVED BUDGET FOR THE CONTRACT</b></p> <p>The approved budget for this procurement is <b>inclusive of VAT and all other applicable taxes</b>.</p>	<p>Yes ( )</p>	<p>No ( )</p>	
<p><b>VIII. TERMS OF PAYMENT</b></p> <p>PITAHC shall pay the Contractor through progress payments upon completion, as well as submission to and acceptance by PITAHC, of the required deliverables. All payments made by PITAHC to the Contractor shall be subject to the usual government accounting and auditing laws, rules, and regulations.</p>	<p>Yes ( )</p>	<p>No ( )</p>	
<p>Each progress payment shall be subject to ten percent (10%) retention, which shall be referred to as <i>retention money</i>. Such retention money shall be based on the total amount due to the Contractor prior to any deduction, and shall be retained from every progress payment until fifty percent (50%) of the value of works are completed, as determined by PITAHC. If, after fifty percent</p>	<p>Yes ( )</p>	<p>No ( )</p>	

(50%) completion, PITAHC has determined that the Contractor's work is satisfactorily done and on schedule, then no additional retention money shall be deducted; otherwise, the ten percent (10%) retention money shall still be imposed.			
<p>The progress payments shall be made as follows:</p> <p><b>First Progress Payment:</b> Fifteen percent (15%) of the total contract amount</p> <p><b>Delivery Term:</b> Within ten (10) calendar days upon receipt of the NTP</p> <p><b>Payment Terms</b></p> <p>Within thirty (30) calendar days upon completion, as well as submission to and acceptance by PITAHC, of the turnover of the following removed/dismantled old existing components:</p> <p>One (1) piece Conventional FDAS Control Panel;</p> <p>One (1) piece Submersible Jockey Pump;</p> <p>One hundred six (106) pieces Conventional Photoelectric/Photo Electronic Smoke Detectors; and</p> <p>Sixteen (16) pieces Resettable Manual Call Points.</p> <p>Submission of the following documents:</p>	<p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p>	<p>No ( )</p> <p>No ( )</p> <p>No ( )</p> <p>No ( )</p> <p>No ( )</p> <p>No ( )</p> <p>No ( )</p>	

<p>Service Report/s including pictures taken before, during, and after the conduct of the rehabilitation services;</p> <p>Request for Payment; and</p> <p>Other documents as may be required.</p> <p>Deduction of ten percent (10%) retention money from the amount corresponding to fifteen percent (15%) of the total contract amount, prior to any deduction.</p>	<p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p>	<p>No ( )</p> <p>No ( )</p> <p>No ( )</p> <p>No ( )</p>	
<p><b>Second Progress Payment:</b> Thirty-five percent (35%) of the total contract amount</p> <p><i>Delivery Term:</i> Within thirty (30) calendar days upon PITAHC's acceptance of the deliverables from the First Progress Payment</p> <p><b><i>Payment Terms</i></b></p> <p>Within thirty (30) calendar days upon completion, as well as submission to and acceptance by PITAHC, of the delivery of the following components:</p> <p>One (1) piece Conventional FDAS Control Panel;</p> <p>One (1) piece Submersible Jockey Pump;</p> <p>One hundred thirty-one (131) pieces Smoke Detectors; Twenty (20) pieces Resettable Manual Call Points;</p>	<p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p>	<p>No ( )</p> <p>No ( )</p> <p>No ( )</p> <p>No ( )</p> <p>No ( )</p>	

Three (3) pieces Alarm Bells 6"; and	Yes ( )	No ( )	
Nine (9) pieces 10lbs HCFC 123 Ceiling Type Fire Extinguisher ABC.	Yes ( )	No ( )	
Submission of the following documents:	Yes ( )	No ( )	
Delivery Receipt/s;	Yes ( )	No ( )	
Equipment catalogues or manuals from the manufacturer/s and/or dealer/s;	Yes ( )	No ( )	
Service Report/s including pictures taken before, during and after the conduct of the rehabilitation services;	Yes ( )	No ( )	
Request for Payment; and	Yes ( )	No ( )	
Other documents as may be required.	Yes ( )	No ( )	
Deduction of ten percent (10%) retention money from the amount corresponding to thirty-five percent (35%) of the total contract amount, prior to any deduction.	Yes ( )	No ( )	
<b>Third Progress Payment:</b> Fifty percent (50%) of the total contract amount	Yes ( )	No ( )	
<b><i>Delivery Term:</i></b> Within twenty (20) calendar days upon PITAHC's acceptance of the deliverables from the Second Progress Payment	Yes ( )	No ( )	
<b><i>Payment Terms</i></b>  (Within thirty (30) calendar days upon completion, as well as	Yes ( )	No ( )	

<p>submission to and acceptance by PITAHC, of the following deliverables:</p> <p>Completion of the Scope of Works; and</p> <p>Conduct of technical training for identified PITAHC personnel on the administration, operation, maintenance, minor troubleshooting, and handling of all the components to be supplied.</p> <p>Submission of the following documents:</p> <p>Service Report/s including results of the air leak test and pictures taken before, during and after the conduct of the rehabilitation services;</p> <p>Signed and sealed report on the testing and commissioning of the rehabilitated FDAS and AFSS;</p> <p>Warranty Certificate of at least two (2) years (from the date of acceptance by PITAHC) against defects traceable to materials for the delivered, installed, and tested components;</p> <p>Warranty Certificate of at least five (5) years (from the date of acceptance by PITAHC) for all the supplied and installed fire extinguishers;</p> <p>Certificate of Service Warranty of at least two (2) years (from the date of acceptance by PITAHC) against poor workmanship for the completed works;</p>	<p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p>	<p>No ( )</p> <p>No ( )</p> <p>No ( )</p> <p>No ( )</p> <p>No ( )</p> <p>No ( )</p> <p>No ( )</p>	
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<p>Training certificates issued to the attendees;</p> <p>Four (4) original PITAHC-approved signed and sealed As-Built Drawings in printed form, size 20"x30" and/or A3, whichever is required by PITAHC, and an electronic copy in AutoCAD;</p> <p>Certificate of Inspection and Acceptance issued by PITAHC;</p> <p>Request for Payment; and</p> <p>Other documents as may be required.</p> <p>After fifty percent (50%) of the value of the works are completed, PITAHC shall determine if the Contractor's work is satisfactorily done and on schedule. If this is so, then no additional retention money shall be deducted. Otherwise, a ten percent (10%) retention money from the amount corresponding to fifty percent (50%) of the total contract amount, prior to any deduction, shall still be imposed.</p>	<p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p>	<p>No ( )</p> <p>No ( )</p> <p>No ( )</p> <p>No ( )</p> <p>No ( )</p>	
<p><b>Release of the Ten Percent (10%) Retention Money:</b></p> <p><i>Payment Terms:</i></p> <p>1. <b>Release of the Ten Percent (10%) Retention Money:</b></p> <p>The Contractor shall post a <i>warranty security</i>, which shall be effective for one (1) year from the date of issuance of the Certificate of Final Inspection and Acceptance by PITAHC, and shall be returned only after the lapse of the said one (1) year period.</p>	<p>Yes ( )</p> <p>Yes ( )</p>	<p>No ( )</p> <p>No ( )</p>	



The Contractor shall submit the Request for Release of Retention Money.	Yes ( )	No ( )	
PITAHC shall issue the Certificate of Final Inspection and Acceptance.	Yes ( )	No ( )	
PITAHC may require the Contractor to submit other necessary documents.	Yes ( )	No ( )	
<b>IX. PROTECTION OF WORK AND PROPERTY</b>			
The Contractor shall protect the work and property of PITAHC by:			
1. Providing site protections and signs relative to the installation;	Yes ( )	No ( )	
2. Ensuring that all materials are stacked in a stable and self-supporting manner;	Yes ( )	No ( )	
3. Installing sufficient scaffoldings and bracings, whenever necessary;	Yes ( )	No ( )	
4. Employing competent professionals and laborers to oversee the dismantling, installation, testing, and commissioning works;	Yes ( )	No ( )	
5. Ensuring that the installation conforms to the provisions of the Electrical Engineering Law (Republic Act [RA] 7920), Fire Code (RA 9514), and other applicable laws and regulations;	Yes ( )	No ( )	
	Yes ( )	No ( )	

6. Keeping all access ways, including stairways and passageways, free from obstructions at all times;	Yes ( )	No ( )	
7. Taking due care to protect the existing structures which may be affected by the work to be implemented;	Yes ( )	No ( )	
	Yes ( )	No ( )	
8. Repairing all damages that may incur due to failure to provide protection, without any additional cost to PITAHC;			
9. Thoroughly cleaning the work areas including all areas affected by the installation, testing, and commissioning activities; and			
10. Leaving the premises clean, neat, and orderly, and removing stains, spots, blemishes and other dirt from the finished work.			
<b>X. SAFETY REQUIREMENTS</b>			
In order to ensure the safety of its workers as well as of the PITAHC personnel and clients, the Contractor shall:			
1. Ensure that the standard safety procedures and related protocols or guidelines issued by the appropriate government agencies shall be applied and complied with;	Yes ( )	No ( )	
2. Ensure that its workers wear face masks while inside the PITAHC building, if warranted;	Yes ( )	No ( )	

and			
3. Ensure that its workers are in proper safety attire/uniform.	Yes ( )	No ( )	
<b>XI. PROHIBITIONS</b>			
The following are prohibited acts inside the PITAHC building and premises including the work and storage areas for the duration of the project:	Yes ( )	No ( )	
1. Smoking;	Yes ( )	No ( )	
2. Drinking alcoholic beverages;	Yes ( )	No ( )	
3. Using illegal drugs and other prohibited substances;	Yes ( )	No ( )	
4. Gambling of any type;	Yes ( )	No ( )	
5. Carrying items determined by PITAHC as " <i>deadly instruments</i> ";	Yes ( )	No ( )	
6. Sleeping in the work areas;	Yes ( )	No ( )	
7. Having meals and/or snacks within the work areas; and	Yes ( )	No ( )	
8. Using the elevator unnecessarily except when transporting large equipment, tools, materials, supplies, and	Yes ( )	No ( )	

consumables to the work areas, or in case of emergency			
<b>XII. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR</b>			
1. Ensure that the Scope of Work are conducted and completed based on the submitted and approved schedule.	Yes ( )	No ( )	
2. Assign trained and qualified technical personnel for the provision of the rehabilitation services.	Yes ( )	No ( )	
3. Coordinate with PITAHC regarding the execution of the Purchase Order or contract, and obtain PITAHC's approval for any pertinent detail concerning the rehabilitation services to be rendered.	Yes ( )	No ( )	
4. Ensure that all the materials, tools, and equipment that will be used shall be of the required quality used in good commercial trade practice, and shall essentially be the standard products of reputable manufacturers.	Yes ( )	No ( )	
5. Ensure that all its technical personnel will comply with the wearing of appropriate company uniform and ID.	Yes ( )	No ( )	
6. Provide its technical personnel with the appropriate personal	Yes ( )	No ( )	

<p>protective equipment, when needed.</p> <p>7. Ensure that all its technical personnel will abide by PITAHC's safety procedures and protocols, including the wearing of face mask, if warranted.</p> <p>8. Clean the work areas and any other space that will be affected by the rehabilitation services.</p> <p>9. Turn-over to PITAHC all the waste materials that will be generated from the rehabilitation services.</p>	<p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p>	<p>No ( )</p> <p>No ( )</p> <p>No ( )</p>	
<p><b>XIII. QUALIFICATIONS OF THE CONTRACTOR</b></p> <p>Aside from the eligibility requirements provided in the Updated 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, the contractor must possess the following necessary technical qualifications:</p> <p>With at least three (3) years of combined experience in the government/public and/or private sectors in providing rehabilitation services of the FDAS and AFSS, including the repair, replacement, supply, installation, integration, and testing of their components; and</p> <p>With fully-trained technical personnel who are equipped in providing rehabilitation services, specifically for the repair, replacement, supply, installation, integration, testing, and commissioning of PITAHC's FDAS and AFSS.</p>	<p>Yes ( )</p> <p>Yes ( )</p> <p>Yes ( )</p>	<p>No ( )</p> <p>No ( )</p> <p>No ( )</p>	

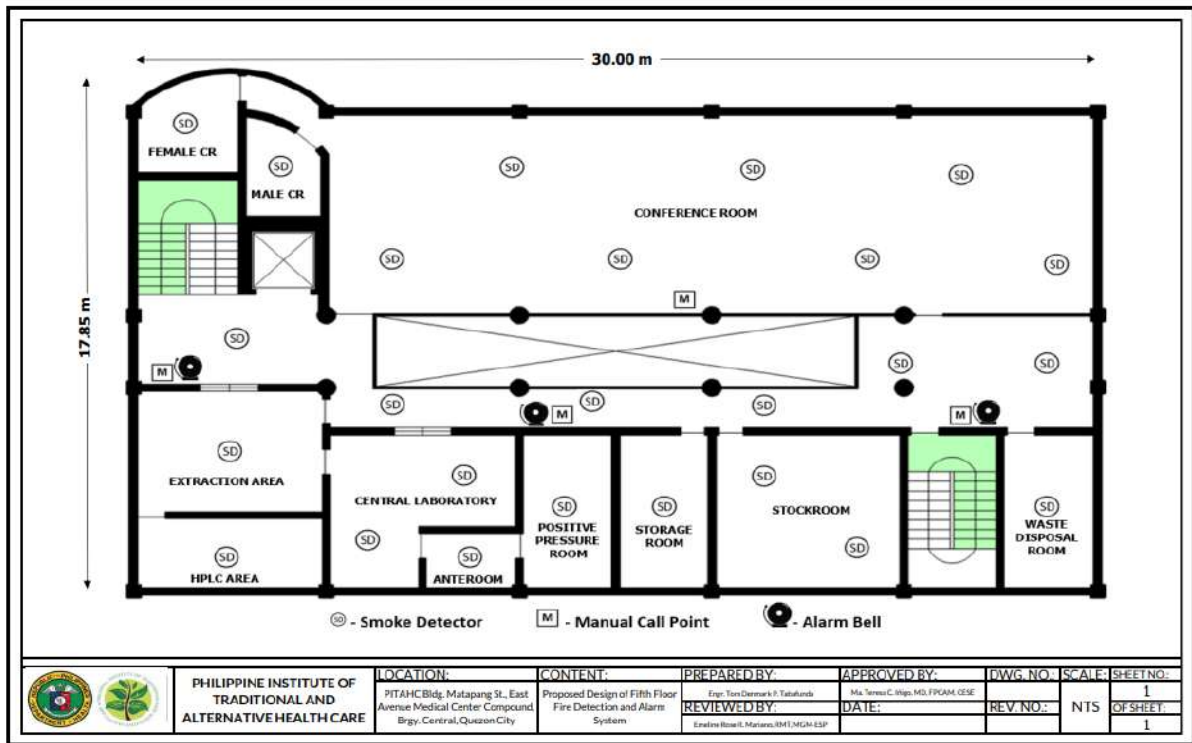
Conforme:

\_\_\_\_\_  
Name and signature of the  
Authorized Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

## Section VII. Drawings



Conforme:

\_\_\_\_\_  
 Name and signature of the  
 Authorized Representative

\_\_\_\_\_  
 Name of Company

\_\_\_\_\_  
 Date

## *Section VIII. Bill of Quantities*

Item	Description	Quantity	Unit	Materials		Labor		Mark Up	VAT	Sub-Total
				Unit Cost	Total	Unit Cost	Total			
1.0	General Requirements	1	lot							
1.1	Mobilization and demobilization	1	lot							
1.2	Tools and equipment	1	lot							
1.3	Temporary facilities, site protection, board up and signages	1	lot							
1.4	Handling and hauling of materials and debris	1	lot							
1.5	Occupational, safety, and health provisions	1	lot							
1.6	Signed and Sealed Reports and As Built Plans	1	lot							
1.7	Restoration Works brought about by the repair, replacement, and installation	1	lot							
1.8	Materials and Consumables	1	lot							

Conforme:

\_\_\_\_\_  
Name and signature of the  
Authorized Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

<b>2.0</b>	<b>Dismantle and replace the identified defective/damaged FDAS and AFSS components, and perform repairs as necessary to ensure their functionalities.</b>	<b>1</b>	<b>lot</b>							
<b>2.1</b>	<b>Ground Floor</b>									
	FDAS Control Panel (to be replaced with a minimum of 12 Zones), 220-240Vac, with backup batteries (24Vdc)	1	piece							
	Conventional Photoelectric/Photo Electronic Smoke Detectors 24Vdc	31	pieces							
	Resettable Manual Call Points 24Vdc	3	pieces							
	Submersible Jockey Pump 5HP, Vertical Type, 220-240Vac	1	piece							
<b>2.2</b>	<b>Second Floor</b>									
	Conventional Photoelectric/Photo Electronic Smoke Detectors 24Vdc	26	pieces							
	Resettable Manual Call Points 24Vdc	4	pieces							
<b>2.3</b>	<b>Third Floor</b>									
	Conventional Photoelectric/Photo Electronic Smoke Detectors 24Vdc	27	pieces							
	Resettable Manual Call Points 24Vdc	4	pieces							
<b>2.4</b>	<b>Fourth Floor</b>									
	Conventional Photoelectric/Photo Electronic Smoke Detectors 24Vdc	22	pieces							
	Resettable Manual Call Points 24Vdc	5	pieces							

Conforme:

\_\_\_\_\_  
Name and signature of the  
Authorized Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date



3.0	Conduct of Line Tracing	1	lot							
4.0	Drain the Cistern Tank	1	lot							
5.0	Conduct of Air Leak Test	1	lot							
6.0	Close/seal the sprinklers in the electrical rooms and ICT room	1	lot							
7.0	Install ceiling type fire extinguishers including their mounting brackets	1	lot							
7.1	Ground Floor									
	10 lbs. HCFC 123 Ceiling Type Fire Extinguisher ABC	1	piece							
7.2	Second Floor									
	10 lbs. HCFC 123 Ceiling Type Fire Extinguisher ABC	2	pieces							
7.3	Third Floor									
	10 lbs. HCFC 123 Ceiling Type Fire Extinguisher ABC	4	pieces							
7.4	Fourth Floor									
	10 lbs. HCFC 123 Ceiling Type Fire Extinguisher ABC	1	piece							
7.5	Fifth Floor									
	10 lbs. HCFC 123 Ceiling Type Fire Extinguisher ABC	1	piece							

Conforme:

\_\_\_\_\_  
Name and signature of the Authorized Representative    Name of Company    \_\_\_\_\_  
Date

8.0	Supply and Installation of FDAS Components including layout of cables and conduits at the Fifth Floor	1	lot							
	Conventional Photoelectric/Photo Electronic Smoke Detectors 24Vdc	25	pieces							
	Resettable Manual Call Points 24Vdc	4	pieces							
	Alarm Bells 6" 24Vdc	3	pieces							
9.0	Integrate the elevator to the FDAS control panel	1	lot							
10.0	Testing and Commissioning	1	lot							
11.0	Conduct technical training for identified PITAHC personnel on the administration, operation, maintenance, minor troubleshooting, and handling of all the components to be supplied	1	lot							
GRAND TOTAL _____										

Conforme:

\_\_\_\_\_  
Name and signature of the  
Authorized Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

## ***Section IX. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- ☐ (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- ☐ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** original copy of Notarized Bid Securing Declaration; **and**
- ☐ (f) Project Requirements, which shall include the following:
- ☐ a. Organizational chart for the contract to be bid;
- ☐ b. List of contractor’s key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
- ☐ c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- ☐ (g) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- ☐ (h) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).

### *Class “B” Documents*

- ☐ (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

## **II. FINANCIAL COMPONENT ENVELOPE**

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

### **Other documentary requirements under RA No. 9184**

- ☐ (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (l) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (m) Cash Flow by Quarter.

