



## **TERMS AND CONDITIONS**

### **REPAIR OF THE GUTTERS, SOFFITS AND CEILING OF THE PITAHC BUILDING AND RELOCATION OF THE DRAINAGE SYSTEMS OF THE AIR CONDITIONING UNITS**

#### **I. BACKGROUND/RATIONALE**

The Philippine Institute of Traditional and Alternative Health Care (PITAHC) needs to repair the gutters, soffits and ceiling of its building and to relocate the drainage systems of its air conditioning units (ACUs). The gutters have begun to corrode, resulting in water leakage through the cracks. The outdoor metal soffits are at risk of falling, posing a safety hazard, while the indoor ceiling exhibits signs of potential collapse. Additionally, the drainage lines of the ACUs frequently clog due to improper leveling of pipes and improperly sealed connection to the downspout.

In this regard, this Terms and Conditions calls for a Contractor who can perform the necessary repair works in order to maintain the structural integrity of the building and to prevent rain water from penetrating the walls.

#### **II. OBJECTIVE**

To engage the services of a Contractor who is duly authorized and has the required expertise, experience, and capacity to repair the gutters, soffits, and ceiling in the PITAHC building as well as to relocate the drainage systems of the ACUs including, but not limited to, checking, repairing, replacing, relocating, supplying, and installing all the needed and necessary materials and consumables.

#### **III. SCOPE OF WORKS**

##### **1. General Scope of Works**

The Contractor shall:

- 1.1 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 project;
- 1.2 Provide safety protection, signage/early warning signs visible at the jobsite;



- 1.3 Designate a registered Engineer or Architect who will supervise the project during the period of the repair works, and a Safety Engineer who will oversee the personnel working at heights to ensure compliance with safety standards and practices;
- 1.4 Coordinate with PITAHC's authorized representative for the approval of the Program and Schedule of Work prior to the commencement of the project;
- 1.5 Properly document all the materials that will be removed prior to turning them over to PITAHC's authorized representative for proper safe keeping;
- 1.6 Install elevating work platforms or access equipment for safe access to elevated areas;
- 1.7 Dismantle and replace the corroded or damaged gutters, soffits, and ceiling, and perform the repairs as necessary;
- 1.8 Submit the complete specifications with product samples to PITAHC for evaluation and approval;
- 1.9 Properly consult with PITAHC to clarify anything that was mentioned on the plans but not mentioned on the Scope of Works and specifications, and vice versa;
- 1.10 Conduct site monitoring for the effective implementation of the project, and any discrepancy on the plans and the actual site conditions shall be properly coordinated with PITAHC for verification; and
- 1.11 After completion of all the repair works, promptly remove all the rubbish, trash, debris, and superfluous building materials, and restore all areas that were damaged and affected by the repair works including patching the holes, smoothing the surfaces, and leaving the site clean to the satisfaction of PITAHC.

## **2. Gutter Replacement**

The Contractor shall:

- 2.1 Carefully remove the identified corroded or damaged gutters and flashing;
- 2.2 Supply and install the new painted gutters that match the existing design;
- 2.3 Ensure proper alignment and secure it using appropriate fasteners or mounting hardware; and



2.4 Seal all the holes and gaps to prevent leaks.

### **3. Soffits Repair**

The Contractor shall:

- 3.1 Supply and install the new soffit materials that match the existing design;
- 3.2 Use appropriate fasteners or mounting hardware to secure the identified soffits firmly in place, ensuring that they will not move; and
- 3.3 Conduct a thorough inspection of the secured and newly installed soffits to ensure their stability and aesthetic alignment.

### **4. Ceiling Replacement**

The Contractor shall:

- 4.1 Remove the damaged ceiling materials carefully to avoid further damage;
- 4.2 Supply and install the new ceiling materials;
- 4.3 Properly mount the ceiling materials, ensuring that they are securely fastened;
- 4.4 Fill the gaps and cracks to ensure a smooth finish; and
- 4.5 Paint the ceiling to match the existing design.

### **5. Relocation of the Outdoor ACU Drainage Line**

The Contractor shall:

- 5.1 Perform chipping works to dismantle the existing outdoor ACU drain line;
- 5.2 Relocate and securely connect the new end drainage pipe of the ACU to the designated drainage downspout;
- 5.3 Ensure that the new pipes are properly leveled to avoid water backflow; and
- 5.4 Seal all the holes and gaps to prevent leaks.

### **6. Technical Support Services**



- 6.1 All throughout the Purchase Order or contract period, the Contractor shall be available to respond to all queries on various issues related to the project as well as to requests that require urgent support.
- 6.2 The Contractor shall ensure the prompt submission of all the required service reports for review and reference of PITAHC.

## **7. Special Provisions**

- 7.1 No alteration or additional work that will result in an additive or deductive cost change from the Purchase Order or contract shall be allowed without the approval of PITAHC.
- 7.2 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.
- 7.3 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.
- 7.4 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 of the Contractor.

## **IV. SPECIFICATIONS OF THE MAJOR MATERIALS**

### **1. Gutter Replacement**

- Gutters and Flashing – Gauge 24 (0.60 mm) Pre-painted G.I. corrugated sheet

### **2. Soffits Repair**

- Soffits – Aluminum, 0.6 mm thickness

### **3. Ceiling Replacement**

- Fiber Cement boards, 6.0 mm thickness

### **4. Relocation of the Outdoor ACU Drainage Line**

- 1" PVC pipes and fittings (Blue)



## **V. WARRANTY PROVISIONS**

The warranty for all supplied materials, along with the workmanship, shall be one (1) year from the date of acceptance by PITAHC.

## **VI. CONTRACT PERIOD**

The contract period shall be **seventy (70) calendar days**, and this shall commence from the date of receipt of the Purchase Order or contract by the Contractor.

The Contractor shall be liable to liquidated damage 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 the 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.

## **VII. SITE INSPECTION**

1. As part of the procurement requirement, the prospective Contractor shall conduct an initial site inspection to secure a **Certificate of Site Inspection**, which shall be issued by PITAHC and shall be submitted as part of the technical proposal.
2. The prospective Contractor shall inspect the site premises to consider all the conditions that may, directly or indirectly, affect the repair works, including verification of the Scope of Works to be done.

## **VIII. APPROVED BUDGET**

The approved budget for this procurement is **Six Hundred Sixty-Eight Thousand Four Hundred Pesos (PHP 668,400.00), inclusive of VAT and all other applicable taxes.**

## **IX. TERMS OF PAYMENT**

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.



Each progress payment shall be subject to ten percent (10%) retention, which shall be referred to as *retention money*. 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 (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.

The progress payments shall be made as follows:

1. **First Progress Payment:** Fifty percent (50%) of the total contract amount
  - 1.1 *Delivery Term:* Within forty-five (45) calendar days upon receipt of the Purchase Order or contract
  - 1.2 *Payment Terms:*
    - 1.2.1 Within thirty (30) calendar days upon completion and acceptance by PITAHC of the following:
      - 1.2.1.1 Gutter repair; and
      - 1.2.1.2 Soffits repair.
    - 1.2.2 Submission of the following documents:
      - 1.2.2.1 Service Report/s including pictures taken before, during, and after the conduct of the repair works;
      - 1.2.2.2 Program and Schedule of Work;
      - 1.2.2.3 Request for Payment; and
      - 1.2.2.4 Other documents as may be required.
    - 1.2.3 Deduction of ten percent (10%) retention money from the amount corresponding to fifty percent (50%) of the total contract amount, prior to any deduction.
2. **Second Progress Payment:** Fifty percent (50%) of the total contract amount



2.1 *Delivery Term:* Within twenty-five (25) calendar days upon PITAHC's acceptance of the deliverables from the First Progress Payment

2.2 *Payment Terms:*

2.2.1 Within thirty (30) calendar days upon completion and acceptance by PITAHC of the following:

2.2.1.1 Ceiling replacement; and

2.2.1.2 Relocation of the outdoor ACU drainage line.

2.2.2 Submission of the following documents:

2.2.2.1 Service Report/s including pictures taken before, during, and after the conduct of the repair works;

2.2.2.2 Warranty Certificate of at least one (1) year (from the date of acceptance by PITAHC) against defects traceable to the delivered and installed supplies and materials;

2.2.2.3 Certificate of Service Warranty of at least one (1) year (from the date of acceptance by PITAHC) against poor workmanship for the completed works;

2.2.2.4 Certificate of Inspection and Acceptance issued by PITAHC;

2.2.2.5 Request for Payment; and

2.2.2.6 Other documents as may be required.

2.2.3 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.

### **3. Release of the Ten Percent (10%) Retention Money:**

3.1 *Payment Terms:*

3.1.1 The Contractor shall post a *warranty security*, 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.

3.1.2 The Contractor shall submit the Request for Release of Retention Money.

3.1.3 PITAHC shall issue the Certificate of Final Inspection and Acceptance.

3.1.4 PITAHC may require the Contractor to submit other necessary documents.

## **X. PROTECTION OF WORK AND PROPERTY**

The Contractor shall protect the work and property of PITAHC by:

1. Providing site protections and signs relative to the installation;
2. Ensuring that all materials are stacked in a stable and self-supporting manner;
3. Installing sufficient scaffoldings and bracings, whenever necessary;
4. Employing competent professionals and laborers to oversee the repair works;
5. Ensuring that the repair works shall comply with the Department of Labor and Employment (DOLE) and the Occupational Safety and Health Administration (OSHA) standards as well as other applicable laws and regulations;
6. Keeping all access ways, including stairways and passageways, free from obstructions at all times;
7. Taking due care to protect the existing structures, which may be affected by the repair works to be implemented;
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 repair works; and
10. Leaving the premises clean, neat and orderly, and removing stains, spots, blemishes and other dirt from the finished work.

## **XI. SAFETY REQUIREMENTS**





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;
2. Ensure that its workers wear face masks while inside the PITAHC building, if warranted; and
3. Ensure that its workers are in proper safety attire/uniform.

## **XII. PROHIBITIONS**

The following are prohibited acts inside the PITAHC building and premises including the work and storage areas for the duration of the project:

1. Smoking;
2. Drinking alcoholic beverages;
3. Using illegal drugs and other prohibited substances;
4. Gambling of any type;
5. Carrying items determined by PITAHC as "*deadly instruments*";
6. Sleeping in the work areas;
7. Having meals and/or snacks within the work areas; and
8. Using the elevator unnecessarily except when transporting large equipment, tools, materials, supplies, and consumables to the work areas, or in case of emergency.

## **XIII. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR**

1. Ensure that the Scope of Works are conducted and completed based on the submitted and approved Program and Schedule of Work.
2. Assign trained and qualified technical personnel including a registered Engineer or Architect and a Safety Engineer for the provision of the repair works.



3. Coordinate with PITAHC regarding the execution of the Purchase Order or contract, and obtain PITAHC's approval for any pertinent detail concerning the repair works to be rendered.
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.
5. Ensure that all its technical personnel will comply with the wearing of appropriate company uniform and ID.
6. Provide its technical personnel with the appropriate personal protective equipment, when needed.
7. Ensure that all its technical personnel will abide by PITAHC's safety procedures and protocols, including the wearing of face mask, if warranted.
8. Clean the work areas and any other space that will be affected by the repair works.
9. Turn-over to PITAHC all the waste materials that will be generated from the repair works.

#### **XIV. QUALIFICATIONS OF THE CONTRACTOR**

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:

1. With at least three (3) years of combined experience in the government/public and/or private sectors in providing services for the repair of roofing and ceiling, along with the relocation of the drainage systems of the ACUs, and/or related fields; and
2. With fully-trained technical personnel who are equipped in the repair of roofing and ceiling, along with the relocation of the drainage systems of the ACUs, and/or related fields;

#### **XV. DOCUMENTARY REQUIREMENTS**



Republic of the Philippines  
**DEPARTMENT OF HEALTH**  
*Philippine Institute of Traditional and  
Alternative Health Care*



In addition to the requirements under Rule VIII, Sections 23.1 / 23.4.2 of the Updated 2016 Revised IRR of RA 9184, the interested Contractor shall also submit the following documents for the purpose of technical evaluation:

1. List of completed and ongoing projects; and
2. List of technical personnel with their Curriculum Vitae indicating their relevant trainings and certifications, and Professional License, if applicable.

Prepared by:

Recommending Approval:

**ENGR. TOM DENMARK P. TABAFUNDA**  
Special Operations Officer III

**EMELINE ROSE R. MARIANO**  
Chief Administrative Officer

Approved by:

**MA. TERESA C. IÑIGO, MD, FPCAM, CESE**  
Director General