

BIDDING DOCUMENTS

REPAIR AND REHABILITATION OF FIRE DETECTION AND ALARM SYSTEM (FDAS) OF THE DILG-NAPOLCOM CENTER



NATIONAL POLICE COMMISSION

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Section I. Invitation to Bid



Republic of the Philippines
NATIONAL POLICE COMMISSION
DILG-NAPOLCOM Center
NAPOLCOM Bldg., EDSA cor Quezon Ave.
West Triangle, Quezon City 1104
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Invitation to Bid

REPAIR AND REHABILITATION OF FIRE DETECTION AND ALARM SYSTEM (FDAS) OF THE DILG-NAPOLCOM CENTER

1. The National Police Commission (NAPOLCOM), through its general appropriations, intends to apply the sum of **One Million Nine Hundred Forty Two Thousand Fifty-Two (₱1,942,052.00)** being the Approved Budget for the Contract (ABC), as payment for the Repair and Rehabilitation of the Fire Detection and Alarm System (FDAS) of the DILG-NAPOLCOM Center at EDSA corner Quezon Avenue, West Triangle, Quezon City. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The NAPOLCOM now invites bidders for the above procurement project. Completion of the works is required within one hundred twenty (120) calendar days. Bidders should have completed a contract similar to the project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from NAPOLCOM and inspect the Bidding Documents at the address given below from 9:00 am to 4:00 pm.
5. A complete set of Bidding Documents may be acquired by interested bidders on November 16, 2021 from the given address and website/below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of five thousand pesos (P5,000.00).
6. The NAPOLCOM will hold a Pre-Bid Conference on November 24, 2021, 10:00 a.m. at the NAPOLCOM Conference Room, 18th Floor, DILG-NAPOLCOM Center, NAPOLCOM Building, EDSA corner Quezon Avenue, West Triangle, Quezon City which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below or before 10:00 am of December 6, 2021. 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 December 6, 2021, 10:00 am at the NAPOLCOM Conference Room, 18th Floor, DILG-NAPOLCOM Center, NAPOLCOM Building, EDSA corner Quezon Avenue, West Triangle, Quezon City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The NAPOLCOM 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:

DIR. MYRNA DP. MEDINA, PhD., CESO IV
NAPOLCOM BAC Chairman
DILG-NAPOLCOM Center
NAPOLCOM Building, EDSA corner Quezon Avenue
West Triangle, Quezon City

8899-5126 c/o Ms. Ma. Terce G. Abrasia

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DIR. MYRNA DP. MEDINA, PhD., CESO IV
Chairman
NAPOLCOM Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The National Police Commission (NAPOLCOM) invites Bids for the Repair and Rehabilitation of Fire Detection and Alarm System of the DILG-NAPOLCOM Center located at EDSA corner Quezon Avenue, West Triangle, Quezon City.

The Procurement Project (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications/Terms of Reference).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2021 in the amount of One Million Nine Hundred Forty Two Thousand Fifty-Two (₱1,942,052.00).

2.2. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:
[*Select one, delete other/s*]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.

b. Subcontracting is not allowed.

- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding , state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

[Select one, delete other/s]

a. Philippine Pesos.

b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.]*

15. Bid Security

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

15.2. The Bid and bid security shall be valid until *[indicate date]*. 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	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be repair, rehabilitation, upgrading, and installation of FDAS.						
7.1	<i>[Specify the portions of Works and the maximum percentage allowed to be subcontracted, which shall not be significant or material components of the Project as determined by the Procuring Entity.]</i>						
10.3	<i>[Specify if another Contractor license or permit is required.]</i>						
10.4	The key personnel must meet the required minimum years of experience set below: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>			
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>					
10.5	The minimum major equipment requirements are the following: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Equipment</u></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>			
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>					
12	<i>[Insert Value Engineering clause if allowed.]</i>						
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than P38,841.04, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than P97,102.60, if bid security is in Surety Bond. 						
16	Each Bidder shall submit three (3) copies of the first and second components of its Bid; Original Bid, Copy No. 1 and Copy No. 2						
19.2	Partial bids are allowed, as follows: <i>[Insert grouping of lots by specifying the items and the quantity for every identified lot.]</i>						
20	<i>[List licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, etc.]</i>						
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.						

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments

according to a schedule specified in the **SCC**, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	<i>[If different dates are specified for completion of the Works by section, i.e. "sectional completion," these dates should be listed here.]</i>
4.1	<i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i>
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i>
7.2	<p><i>[Select one, delete the other.]</i></p> <p><i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:]</i> Fifteen (15) years.</p> <p><i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:]</i> Five (5) years.</p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) years.</p>
10	<p><i>[Select one, delete the other:]</i></p> <p style="padding-left: 40px;">a. Dayworks are applicable at the rate shown in the Contractor's original Bid.</p> <p style="padding-left: 40px;">b. No dayworks are applicable to the contract.</p>
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>[insert number]</i> days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i> .
13	The amount of the advance payment is <i>[insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment]</i> .

14	<i>[If allowed by the Procuring Entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is <i>[date]</i> . The date by which "as built" drawings are required is <i>[date]</i> .
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i> .

Section VI. Specifications/Terms of Reference

TERMS OF REFERENCE

REPAIR AND REHABILITATION OF FIRE DETECTION AND ALARM SYSTEM (FDAS) OF THE DILG-NAPOLCOM CENTER AT EDSA CORNER QUEZON AVENUE, QUEZON CITY

I. BACKGROUND

The Bureau of Fire Protection (BFP) conducted its inspection at the DILG-NAPOLCOM Center on October 16, 2020 of which several findings were indicated in their report. One of these findings is the absence of inspection, testing, and maintenance report of Automatic Fire Sprinkler System (AFSS), and Fire Detection and Alarm System (FDAS).

Thereafter, the NAPOLCOM acquired the services of Jeran Aircon Trading & Engineering Services (Jeran Aircon, for brevity), a private company with expertise on the abovementioned two (2) systems, to conduct maintenance services on the existing FDAS. On February 17, 2021, Jeran Aircon submitted its report to the NAPOLCOM and similar findings/observations were noted as with the BFP report, and corrective measures were likewise recommended. Based on their report, a total of 111 faults were found, with comments, in the system. Specifically, the main fire alarm control panel has slow touch screen; slow recognizing devices at every system reset; all loop devices and wiring homeruns from 17th to 19th Floor - circuit systems are open/undetectable; and fire bell alarms are not hooked in the system, particularly from Basement 3 to Podium 6, and 20th to 27th Floors, which are subject to major tracing and troubleshooting. Thus, to resolve all these system faults, Jeran Aircon: (a) recommended for frequent maintenance, at least every month; (b) required troubleshooting and replacement of loop devices for the said fault; (c) migration and upgrading to new system; and (d) preparation of as-built plans.

To address and fully implement the required corrective actions for the aforesaid findings and observation, complete repair and rehabilitation of the entire existing FDAS is herein proposed with an Approved Budget for the Contract (ABC) of **One Million Nine Hundred Forty Two Thousand Fifty-Two (₱1,942,052.00)**.

II. OBJECTIVE

To repair and rehabilitate the existing Fire Detection and Alarm System (FDAS) of the DILG-NAPOLCOM Center, in consonance with the BFP and Jeran Aircon Trading & Engineering Services findings and recommendations.

III. QUALIFICATIONS OF PROSPECTIVE CONTRACTOR/INSTALLER AND SERVICE PROVIDER

- A. The Contractor/Installer's track record shall be of good standing in providing services to government and private agencies/institution involving project for the repair, rehabilitation, upgrading, and installation of FFDAS.
- B. Must have at least a minimum of five (5) years of experience in the field of construction/installation, rehabilitation, upgrading, safety and maintenance of AFSS and FDAS.

IV. GENERAL NOTES AND CONDITIONS

- 1. The Contractor shall provide detailed final design layout plan and shop drawings for all component parts of the project for electrical and other specialty works, which shall be signed and sealed by a professional licensed engineer.
- 2. The Contractor shall provide complete technical services and supervision for the entire project including testing and commissioning of the entire FDAS of the DILG-NAPOLCOM Center.
- 3. The Contractor shall implement the project for the repair, rehabilitation, and upgrading activities until its completion, in accordance with the approved layout plan and shop drawings, specification, scope of work, and work schedule as provided in the contract.
- 4. The Contractor shall closely coordinate with the NAPOLCOM General Services Division-Personnel and Administrative Service (GSD-PAS). In case of discrepancy between the proposed layout plan/shop drawing and actual condition, the Contractor shall submit the revised plan/detailed shop drawings to the Vice Chairman and Executive Officer (VCEO), through the Building Maintenance Section, GSD-PAS, for approval prior to the execution of the said works.
- 5. The Contractor must submit, in writing, any revisions/changes and additional works with the corresponding comparative cost estimate and time schedule within three (3) to five (5) working days to the GSD-PAS, for review and evaluation prior to the approval of the VCEO.
- 6. The Contractor shall comply with all laws, decrees and regulations of the Philippines, including those of the localities where the proposed project shall be implemented, for the repair and rehabilitation of the whole FDAS that may affect or apply in their operations and activities.

7. Prior to the commencement of work/ project, the Contractor shall submit the Project Implementation Plan (PIP), Safety Health Programs and Construction Method/Procedures, Detailed Work Plan (WP) with the time, manpower, and equipment schedule for the complete repair and rehabilitation works, including the proposed layout plan/engineering plans and shop drawings for all component parts of the project to the VCEO for his approval, through GSD-PAS, within twenty-one (21) calendar days upon receipt of Notice to Proceed (NTP).
8. The Contractor shall be solely responsible for providing all materials, labor, equipment, tools and instruments needed. Sub-contracting may be allowed in accordance with the existing laws, rules and regulations. The Contractor shall be solely responsible and liable to its sub-contractor in all aspect of the project.
9. Work completed shall ensure first-class workmanship to the satisfaction of the NAPOLCOM, as the end user.
10. The Contractor shall comply with all pertinent safety rules and regulations which are not limited to enclosures, shielding, coverings, warning devices, off-limits signs, and other safety measures.
11. The best quality of materials to be used shall be in accordance with the product standards' (Philippines Standard) specification and parameters. However, if the needed materials are not locally available, the Contractor shall immediately submit, in writing, the acceptable alternatives not later than three (3) working days before the start of each activity for approval by the NAPOLCOM.
12. The Contractor shall conduct a pre-inspection on the project location and contiguous areas on which this work is, in any way, dependent for perfect workmanship according to the intent of the scope of work and specifications. The Contractor shall report any conditions which will prevent it from performing the work according to requirements.
13. For the purpose of monitoring the actual progress of the work/installation, monthly and weekly technical accomplishment reports for the project must be submitted by the Contractor, with respect to the time schedule and cost for the actual utilization of materials, labor, and equipment including safety measures implemented on the site/project. All accomplishment reports/document must be supported by photographs. The reports/document will serve as basis for the progress billing for approval of the VCEO, through the GSD-PAS.
14. The Contractor shall be fully responsible for the erroneous interpretations of any data that will be reported to NAPOLCOM.

15. Once the project reaches the overall accomplishment of ninety-five percent (95%), the NAPOLCOM Central Office inspectorate team, which is composed of personnel from the Building Maintenance Section, GSD-PAS and members of Inspection and Acceptance Committee, will undertake site inspection and submit a punch list report of rectifications, if any, to the Contractor within five (5) working days after the said activity. Rectifications shall be done by the Contractor prior to final turnover/issuance of Certificate of Completion.
16. After completion of the project, there shall be a one (1) year warranty/retention or defects liability period for the rectification works by the Contractor.

V. SCOPE OF WORKS AND SPECIFICATION

A. Bonds and Insurances

Upon receipt of the Notice to Proceed (NTP), the Contractor shall submit the Performance Security in the amount equivalent to any one or a combination of the following:

1. Cash or Cashier/Manager's Check, irrevocable letter of credit or Bank Draft Guarantee – 5 % of the total contract price.
2. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security – 30 % of the total contract price.

B. Mobilization

1. The Contractor shall conduct pre-inspection and measurement to ensure satisfactory completion of the job.
2. The Contractor shall mobilize all the required personnel, equipment and tools, including instruments for inspection, testing and commissioning.
3. Prior to the commencement of the project, the Contractor shall undertake thorough examination on the area of the entire building to avoid difficulties in the implementation of the project which would adversely affect the operation of NAPOLCOM. The Contractor shall carry on its work in such a way as not to cause interruption and/or interference with the DILG and NAPOLCOM operations.
4. The Contractor shall secure necessary Access/Work Permit from the NAPOLCOM Building Administrator, through the Building Maintenance Section, GSD-PAS, prior to the commencement of the project/work.

C. Submittals

1. The Contractor shall submit manufacturer's technical product data, including specifications and installation instructions for each type of Fire Detection and Alarm System (FDAS) equipment, devices, panel and other related accessories including standard or typical riser and wiring diagrams, and operation and maintenance instructions, for inclusion in the maintenance manual.
2. Provide shop drawings showing equipment, device, and other related component parts on its location and connection wiring of the entire FDAS, to include wiring and riser diagrams.
3. Submit maintenance data and parts lists of each type of fire alarm equipment installed, including furnished specialty items and accessories, include this data, programs, product data and shop drawings in maintenance manual.

D. Quality Assurance

1. Manufacturer's qualification – firms regularly engaged in the manufacture of alarm systems, of types, size and electrical characteristics required and whose products have been in satisfactory use in similar service for not less than five (5) years.
2. The Contractor shall appoint one (1) supervisor from his/her organization, and who will be assigned exclusively for the project. Such supervisor must be a licensed Electrical Engineer and has a minimum of five (5) years of work experience in this type of installation.
3. Installer's Qualification – qualified with at least five (5) years of successful installation experience on projects with fire alarm systems installation work similar to that required for this project.
4. The fire alarm systems shall be manufactured by an ISO 9001-certified company, and the system and its component parts shall meet Underwriters Laboratories Inc (UL) product standards.
5. The Contractor must submit a complete list of materials (actual sample for approval) and/or information, in a formal shop drawing submittal/brochure of all equipment, devices and other related hardware accessories for approval by the NAPOLCOM, as end user, prior to installation. All inspections, certificates, records, and data of installed equipment shall be submitted upon completion of the entire work after testing and commissioning have been done.

6. Any substitution in the material and device/parts that have been approved and are already used in the project shall be submitted, in writing, to the VCEO, through the GSD-PAS, for his approval. All works being undertaken will be regularly inspected by the NAPOLCOM representative to evaluate the workmanship of the completed and installed items.
7. If the completed works are found unsatisfactory, the Contractor shall remove and/or rectify the defective work without additional cost to the NAPOLCOM.
8. Codes and Standards
 - 8.1 The Contractor shall comply with applicable National Electrical Code (NEC) and/or Philippine Electrical Code (PEC) standards pertaining to fire alarm system.
 - 8.2 The Contractor must comply with the provisions of UL safety standards pertaining to fire alarm systems, and provide products and components which are UL-listed and labeled. As such, all materials to be used in this project shall be of the best quality and conform to Philippine Product Standard (PS).
 - 8.3 National Fire Protection Association (NFPA).

E. Safety and Restoration Works

1. The Contractor must exercise and provide safety precautionary measures as needed by the project on the various work items to the satisfaction of the NAPOLCOM. The Contractor shall be responsible for the supply/issuance of all necessary personal protective equipment (PPE). As such, the Contractor shall provide and maintain, during the entire contract period, all temporary safety measures necessary for the protection of people, building, structures, facilities, and the like on site or adjacent properties. The Contractor shall be solely responsible for any damage to life and property as a cause of not having taken adequate precautions against such damage. One (1) Safety Officer, who will be posted at the site on full time basis, shall be responsible for the Health, Safety and Environment (HSE) matters on project site.
2. The Contractor shall reinstate any damaged property back to its original condition as a result of/caused by its work during the course of removal of the unserviceable items/parts and during replacement/installation of new component parts.

F. Roughing-in, Conduit and Wiring Installation Works

1. The Contractor shall examine areas and conditions under FDAS to be installed. Do not proceed with the work until unsatisfactory conditions have been identified and corrected in a manner acceptable to the installer and NAPOLCOM building maintenance representative.
2. The Contractor shall provide and install wiring, raceways, and electrical boxes and fittings in accordance with the engineering best practices. Wiring of power-limited circuits in raceways or exposed on wall or ceilings shall be properly protected. Use conduit for runs through floors or shaftways. Install wires and cable without splice. Make connections at terminal strips in cabinets or at equipment terminals. Make soldered splices in electronic circuits in control panel.
3. The Contractor shall install FDAS, as indicated, in accordance with equipment manufacturer's written instructions and comply with applicable portions of NEC and PEC "Standards of Installation."
4. The Contractor shall complete wiring in accordance with the manufacturer's requirements. Color code wiring and install per manufacturer's point-to-point wiring diagram. Determine exact number of wires for each fire area zone from number and types of devices installed. Connect each device with sufficient wiring to complete its intended operation.

G. Supply and Installation of Addressable Fire Alarm System Devices, Panel and Hardware Accessories

1. The Contractor shall provide and install sixty (60) units of automatic smoke detectors of the following type:
 - 1.1 Ionization type, restorable, with dual ionized chambers. LED indicator which flashes on normal operation and changes to steady on alarm condition for operation with voltage indicated. Mount detector on interchangeable type base, capable of operation on either 2-wire or 4-wire loop. Provide 135° F (57° C) fixed temperature heat detector in base.
 - 1.2 Photoelectric, projection beam type, restorable.
2. The Contractor shall provide and install fifteen (15) units of Notification Appliances for Audible (Bells, Horn and Speaker) and Visible (Strobe Lights) with the following features:

- 2.1 Alarm bells shall be cast or pressed steel under dome type, finished in red, and a trembling type with gong diameter of 150mm.
 - 2.2 Strobe light shall be high intensity flashing type with a flash rate of 50 to 80 flashes per minute. The lens cover of the light shall be either in red or amber.
3. Provide and install fifteen (15) units of Manual Pull Station. This device shall be wall mounted with clear visible operating instructions provided on the cover and the word "FIRE" shall appear on the front side.
4. Provide and install one (1) set of Fire Alarm and Control Panel (FACP), which shall be mounted as indicated on the plans and shop drawings. Provide enclosures for housing devices and circuits necessary to perform the required functions, and to service as test points and trouble signal points. Device/panel must be modular, and plug in with the following features:
 - 4.1 Control panel for operation on 220 Volts AC supply and for 24 Volts DC system operation with battery standby power source.
 - 4.2 Equip control panel with number of initiating zones indicated. Provide tone generator, with redundant unit, supervised, producing the sound pattern recommended by NFPA 72A, Appendix A.
 - 4.3 Control Panel shall be equipped with provision and connection for Annunciator Panel.
5. Provide and install conduits, wires and boxes in accordance with the requirements of Article 7.60 – Fire Alarm System of the Philippine Electrical Code.

H. Post Installation Works

1. Upon completion of the project, the Contractor shall submit complete documents with the corresponding hard copy/certified true copy, signed and sealed by the Engineer (in 20" x 30" as built plan) and soft copies of the said plans in AutoCADD format and material specifications relative to the project. Such drawings shall be based on the actual work completed including various materials/devices/fixtures installed as laid down in the installation drawing as per site conditions.

2. Upon issuance of project completion certificate, other documents such as warranty certificate; operation and maintenance manual; control diagram; manufacturer's printed data sheet including, but not limited to, associated diagrams in clear concise drawings, technical data for the efficient operation and maintenance of the entire FDAS, device/equipment descriptions, schedules for comprehensive maintenance frequency and procedures, safe troubleshooting assembly, repair and re-assembly, name and address of the manufacturer and suppliers of items of equipment installed together with the catalogues list number, shall be handed over to the NAPOLCOM, as the end user. The manuals should be binded/bookbinded, with hard covers, and shall be indexed and titled.

I. Testing, Commissioning and Warranty

1. Upon completion of the installation work for the devices and panel, the Contractor shall perform the required acceptance test with the NAPOLCOM Representatives.
2. All malfunctions and deficiencies revealed/detected as a result of the test shall be corrected by the Contractor at no additional cost to the NAPOLCOM.
3. All devices installed shall be tested for proper operation.
4. The Contractor shall undertake all system's run test and commissioning.
5. Upon receipt of Certificate of Completion (CoC) and within the warranty period, the Contractor shall replace the defective component parts/accessories of the same brand, features, quality and functionalities within the allowable resolution time at no additional cost to the NAPOLCOM. Mandatory replacement of defective parts, if beyond repair, with brand new parts shall be within three (3) working days.
6. The Contractor shall resolve, within eight (8) working hours, any problem/system trouble and/or malfunction that was brought to their attention by the NAPOLCOM. The prescribed response time shall commence from the time the Building Maintenance Section personnel, GSD-PAS initially reported the incident to the Contractor. Resolution, likewise, refers to a condition wherein the reported

problem is resolved by the Contractor to the satisfaction of the NAPOLCOM.

7. Completion of all punch list work items at 95% accomplishments, prior to the issuance of CoC.
8. The Contractor shall conduct an in-house orientation/familiarization with the employees of the NAPOLCOM GSD-PAS, DILG and NAPOLCOM Building Security personnel on the operation of the FDAS upon completion of testing and commissioning of the entire system.

J. Project Duration, and Terms and Condition

1. Project completion within 120 calendar days upon receipt of Notice to Proceed.
2. 15% advance payment/mobilization, progress billing as per actual accomplishment and 10% retention, to be recouped in the progress billing.
3. In case of delay, liquidated damages shall be imposed according to Republic Act No. 9184, Implementing Rules and Regulation.

VI. DELIVERABLES

The pertinent documents to be submitted are certified true copy, signed and sealed by an Engineer/Safety Officer and by the Contractor, but not limited to, the following:

1. The Contractor shall submit complete documents with the corresponding hard and soft copies of the as-built plans and material specifications relative to the project.
2. Safety Measures/Construction Methodology-3 sets
3. Bill of Quantities, Work Plans and Construction Schedule – 3 sets
4. Technical Support during Construction Phase
 - 4.1 Monthly and Weekly Progress Reports – 3 sets
 - 4.2 Response to Request for Action (RFA) and Request for Information (RFI) as needed.
 - 4.3 Bonds and Insurances.

4.4 The Contractor, upon completion of the project, shall submit all other pertinent documents e.g. Plans, Manuals, Equipment Test Reports, MSDS, Data Sheets, Brochures Guarantees, Warranties and Other Certificates.

The contract documentation shall be governed by RA No. 9184 (Government Procurement Reforms Act) and its Revised Implementing Rules and Regulations and Provisions in the Bid Documents.

VII. WARRANTIES OF THE CONTRACTOR

- A. The Contractor warrants that it shall conform strictly to the terms and conditions of this Terms of Reference (TOR).
- B. The Contractor warrants, represents, and undertakes reliability of the service and that their manpower complements are hardworking, qualified, reliable, and dedicated to do the service required and to the satisfaction of the NAPOLCOM. It shall employ well-behaved and honest employees with IDs displayed conspicuously while working within the building premises. It shall not employ NAPOLCOM employees to work in any category whatsoever.
- C. The Contractor shall comply with the laws governing employees' compensation, Phil-Health, Social Security and/or labor standards and other laws, rules and regulations applicable to its personnel on account of the contracted services. The Contractor shall pay its personnel at least the minimum wage and other benefits mandated by law.
- D. The Contractor, in the performance of its services, shall secure, maintain at its own expense all registration, licenses, permits and/or test as required by national or local laws and shall comply with the rules, regulations, and directives of regulatory authorities and commissions. The Contractor undertakes to pay all fees or charges payable to any instrumentality of government or to any other duly constituted authority relating to the installation project.
- E. The Contractor's personnel shall take all necessary precautions for the safety of all persons and properties at/or near their area of work and shall comply with all the standard and established safety regulations, rules, and practices.
- F. The Contractor shall coordinate with the NAPOLCOM GSD-PAS authorized representative in the performance of their jobs.
- G. The Contractor shall be liable for any loss, damage, or injury that may be incurred due directly through the fault or negligence of its personnel and/or sub-contractor. It shall assume responsibility thereof and the NAPOLCOM shall be specifically released from any responsibility arising therefrom.

- H. The Contractor shall not assign, transfer, pledge any part or interest of the project; however, sub-contracting may be allowed provided that the main Contractor shall be responsible for the full compliance of all applicable provisions of this TOR.

VIII. SERVICE LEVEL AGREEMENT

The NAPOLCOM and the Contractor shall maintain a Service Level Agreement (SLA), with provisions for liquidated damages for their non-compliance.

Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the NAPOLCOM may rescind or terminate the contract without prejudice to other courses of action and remedies available under circumstances pursuant to Rule XXII Section 68 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

COMPONENTS	SLA	LIQUIDATED DAMAGES
1. Work Plan	Submission of the Project Implementation Plan (PIP), Safety Health Programs, Construction Method/Procedures and Detailed Work Plan (WP) for the entire project including the complete design layout plan and detailed engineering shop drawing to the NAPOLCOM, as end-user, within twenty (21) calendar days from receipt of the Notice to Proceed	One tenth of one percent (1/10 of 1%) of the contract price of the unperformed portion for every day of delay.
2. Complete installation and Turn-over of the project	Completion of the project including punch list (with 95% accomplishments)	One tenth percent (1/10 of 1%) of the contract price of the unperformed

	and turn over activities within one hundred twenty (120) calendar days upon receipt of Notice to Proceed	portion for every day of delay.
3. Progress Report	<p>Monthly and Weekly submission of Progress Reports every 1st Monday of the month to the OVCEO through the GSD-PAS.</p> <p>The Progress Billing shall be based on the approved Detailed Work Plan, S-Curve and Cash Flow Schedule and other documents for review and approval of NAPOLCOM.</p> <p>Payments are subject to retention of ten percent (10%) as per RA 9184 and VAT law. The redemption of retention shall be received after the issuance of Final Inspection and Acceptance Certificate.</p>	
4. Final Completion and Acceptance	The Final Inspection and Acceptance Certificate shall be issued only upon submission of the Official Documents as stated in this TOR/Certified True Copy, signed and sealed by the	

	Contractor's Electrical Engineer within seven (7) working days after the completion of the one (1) year retention/warranty or defects liability period.	
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IX. TERMS OF PAYMENT

- A. The Contractor, upon issuance of Notice to Proceed or subsequently upon approval of their written request, may be provided an advance payment, as mobilization of the project, in an amount equivalent to fifteen percent (15%) by phase (progress billing), of the total contract price, less VAT and applicable withholding taxes.
- B. The Contractor shall collect payment on progress billings based on the percentage work accomplishments, together with the submission of all the required documents, subject for review and evaluation by the NAPOLCOM within a reasonable time. Moreover, the payment shall be subjected to the required Expanded Withholding Tax (EWT) or Withholding VAT of twelve percent (12%), a ten percent (10%) retention fund and recoupment of advance payment in the progress billing.
- C. The retention fund shall be released only upon submission of all required post construction documents by the Contractor and issuance of Final Inspection and Acceptance Certificate by the NAPOLCOM.
- D. In case the Contractor incurred liquidated damages, it shall be deducted from the ten percent (10%) retention fund. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the NAPOLCOM may rescind or terminate the contract.

X. PRE-TERMINATION OF CONTRACT

- A. The contract for the repair, rehabilitation, installation, including testing and commissioning of the entire Fire Detection and Alarm System (FDAS) of the DILG-NAPOLCOM Center may be pre-terminated by the NAPOLCOM upon notice of any violation of the terms of the contract. In case of pre-termination, the Contractor shall be informed, in writing, by the NAPOLCOM at least thirty (30) calendar days prior to such termination.
- B. In case of pre-termination, the Contractor shall be liable to an additional liquidated damages equivalent to five percent (5%) of the contract price

as provided by the Government Accounting and Auditing Manual (GAAM), and forfeiture of the Performance Bond.

- C. The NAPOLCOM shall have the right to blacklist the Contractor in case of pre-termination.

Section VII. Drawings

[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]

Section VIII. Bill of Quantities

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (h) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (j) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and

- c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (k) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

- (n) 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

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

Other documentary requirements under RA No. 9184

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

