



DEPARTMENT OF FOREIGN AFFAIRS

BIDS AND AWARDS COMMITTEE

Name of the Project:
Procurement of Replacement Air Conditioning System at the
DFA OCA-Aseana

Approved Budget for the Contract:
Seventy-One Million Pesos
(PhP 71,000,000.00)

PB-GS-10-2021

Sixth Edition
July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

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.

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])

CDA - Cooperative Development Authority.

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.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

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.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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.

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.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

**INVITATION TO BID FOR THE PROCUREMENT OF REPLACEMENT OF AIR
CONDITIONING SYSTEM AT DFA OCA-ASEANA**

1. The Department of Foreign Affairs, through the authorized appropriations under the FY 2021 Building Fund for Office Equipment, intends to apply the sum of Seventy-One Million Pesos (Php 71,000,000.00) only, being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of Replacement of Air Conditioning System at DFA OCA-Aseana. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Foreign Affairs now invites bids for the “Procurement of Replacement of Air Conditioning System at DFA OCA-Aseana”, described as follows:

Lot No.	Project Specification	Approved Budget for the Contract (Php)	Non-refundable Bid Fee (Php)
1	<i>Procurement of Replacement of Air Conditioning System at DFA OCA-Aseana</i>	Php 71,000,000.00	Php 50,000.00

3. The Department of Foreign Affairs now invites bids for the above Procurement Project. Delivery of the Goods is stated on the Technical Specifications. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.Prospective Bidders may obtain further information from the Department of Foreign Affairs and inspect the Bidding Documents at 2330 Roxas Boulevard, Pasay City, 1300 during 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on 23 September 2021 from the Office of the BAC Secretariat and at <https://www.dfa.gov.ph/transparency-dfa/procurements/bids-and-awards>. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
6. The DFA-BAC has scheduled the following activities for the said Project:


2330 Roxas Blvd., Pasay City, 1300 Philippines
Tel. No. 834 - 4000
www.dfa.gov.ph

Pre-bid	Deadline for Submission and Receipt of Bids	Bid Opening	Post-Qualification
1 October 2021, Friday, 10:00 a.m.	14 October 2021, Thursday, 12:00 noon	14 October 2021, Thursday, 2:00 p.m.	19 October 2021 Tuesday, 10:00 a.m.
Venue: Bids and Awards Committee (BAC) Conference Room, 12th Floor, DFA Main Building, Roxas Boulevard, Pasay City and Online Video Conference			

The DFA-BAC will hold a Pre-Bid Conference on the above-stated date, which shall be open to all interested bidders.

7. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through physical submission, facsimile, or email submissions.
8. Bids must be duly received by the BAC Secretariat through at the address below on or before 14 October 2021. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on 14 October 2021, 2:00 p.m. at the given address below and/or via *BAC Video Conferencing*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity through online video conference. Late bids shall not be accepted.
11. The Department of Foreign Affairs 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 IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:
DFA-BAC Secretariat
Department of Foreign Affairs
12th Floor, DFA Main Building,
2330 Roxas Boulevard, Pasay City 1300
Tel. No. 834-3041 or 834-4823; Fax no. 831-9584
Email address: **bac.secretariat@dfa.gov.ph**
13. You may visit the following websites:
For downloading of Bidding Documents: <https://www.dfa.gov.ph/transparency-dfa/procurements/bids-and-awards>

22 September 2021,
Pasay City


NARCISO T. CASTAÑEDA
 Assistant Secretary and BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Department of Foreign Affairs, wishes to receive Bids for the Procurement of Replacement of Air Conditioning System at DFA OCA-Aseana with identification number PB-GS-10-2021.

The Procurement Project (referred to herein as “Project”) is one lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for the FY 2021 Building Fund for Office Equipment in the amount of Seventy-One Million Pesos (PhP 71,000,000.00) only.

2.2. The source of funding is:
a. FY 2021 Building Fund for Office Equipment.

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 Manuals 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 **IB** 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 verified and accepted the general requirements of this Project, including 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, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, 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.

- a. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: The Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of 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, subject to Domestic Preference requirements under **ITB** Clause 18.

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 twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- 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 twenty percent (20%) of the contracted Goods.
- 7.2. 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.
- 7.3. 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.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier 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 Supplier'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 on 1 October 2021, 10:00 a.m., through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**. Kindly email the BAC Secretariat at bac.secretariat@dfa.gov.ph for the link of the videoconference.

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 VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the **IB**]* prior to the deadline for the submission and receipt of bids.

- 10.3. 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. Similar to the required authentication above, 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.

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 VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. 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. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price,

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the 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.

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ 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**.

14.2. The Bid and bid security shall be valid until 23 January 2021. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. 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 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.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

16. Deadline for Submission of Bids

- 16.1. 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**.

17. Opening and Preliminary Examination of Bids

- 17.1. 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. Kindly email the BAC Secretariat at bac.seretariat@dfa.gov.ph for the link of the videoconference.

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.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. 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

- 21.1. 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. completed within 5 years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>No further additional provisions</i>
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<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 One Million Four Hundred Twenty Thousand Pesos (PhP 1,420,000.00) only, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than Three Million Five Hundred Fifty Thousand Pesos (PhP 3,550,000.00) only if bid security is in Surety Bond.</p>
15	<i>Bidders shall submit One (1) Original and Two (2) copies of their Bids</i>
19.3	<i>Only one lot</i>
20.2	The Bidder shall submit the required licenses and permits as stated in the Technical Specifications.
21.2	The DFA-BAC reserves the right to require additional contract documents relevant to the Project.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to 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 of RA No. 9184

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:</p> <ol style="list-style-type: none"> 1. Progress billing and payment shall be as follows: <ol style="list-style-type: none"> a. 5% of the Contract Price: Upon submission of Inception Reports. b. 10% of Contract Price: Upon complete delivery of engineering design and details. c. 15% of the Contract Price: Upon dismantling of existing AC units and delivery of construction materials. d. 30% of the Contract Price: Upon completion of 50% construction accomplishment and complete delivery of materials. e. 40% of the Contract Price: Upon completion and acceptance of the project and upon submission of Turn-Over Documents. Note: Please see Annex C for Table of Contents for Turn-Over Documents. <p>As prescribed by Sec. 62.1 of RA 9184's IRR, five percent (5%) of the gross amount due for each progress billing will be withheld by the Department as a Retention Fund.</p> <p>A special bank guarantee equivalent to 5% of the total contract price may be submitted after the last progress billing as a substitute for the Retention Fund. The bank guarantee shall be valid for the duration of the warranty on major</p>

	<p>parts. Any other form of warranty security (e.g. surety bond) or any affidavit guaranteeing compliance with warranty obligations shall NOT be accepted.</p> <p>The Retention Fund or the special bank guarantee shall only be released after the expiration of the 24-month warranty on major parts, provided that the items delivered have no patent or latent defects and all conditions stated herein and the contract have been complied with.</p> <p>The Contractor shall be paid within thirty (30) working days upon the submission of the sales invoice, or its equivalent, and other supporting documents examined by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD). Payments shall be made through List of Due and Demandable Accounts Payable (LDDAP).</p> <p>All payments shall be inclusive of all applicable taxes and other lawful charges.</p>
4	<p>The inspections and tests that will be conducted are: <i>inspection of goods upon deliver as specified in the Terms of Reference.</i></p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specification

Replacement of Air Conditioning System at DFA OCA-Aseana

Item	Specification	
I	Background <p>The DFA Office of Consular Affairs-Aseana building located at Diosdado Macapagal Boulevard corner Bradco Ave. Aseana Business Park, Brgy. Tambo, Paranaque City, Metro Manila, Philippines has six (6) water cooled chillers, two (2) cooling towers, one hundred eighty two (182) FCUs that provide human comfort for both Public and DFA Personnel. These machineries are vital for the building's daily operations.</p> <p>After years of continuous usage, and regular and preventive maintenance, the units started to show signs of normal wear and tear, which caused occasional and random breakdowns.</p>	
II	Objective <p>The Department aims to replace the DFA OCA-Aseana existing water-cooled chillers, cooling towers and FCUs with brand new units.</p> <p>The objectives of this project are:</p> <ol style="list-style-type: none"> a. To provide an optimum environment to preserve and maintain the costly equipment and exhibits, b. To provide thermal comfort and acceptable indoor air quality for the visitors and employees, c. Promoting green technology using energy efficient HVAC (Heating, Ventilating and Air Conditioning). <p>In view of the foregoing, the Department needs the replacement of the existing units to be conducted by the duly qualified and reputable contractor of a centralized air conditioning system in the Philippines.</p>	
III	Location <p>Office of Consular Affairs (OCA) DEPARTMENT OF FOREIGN AFFAIRS - Aseana Building Diosdado Macapagal Boulevard corner Bradco Ave. Aseana Business Park, Brgy. Tambo, Paranaque City, Metro Manila, Philippines</p>	
IV	Scope of Works	Statement of Compliance
	<p>The Contractor Shall:</p> <ol style="list-style-type: none"> a. Provide all labor, supervision, equipment, materials and consumable items for the supply, delivery, hauling, installation, testing and commissioning of the following brand new equipment: <ol style="list-style-type: none"> i) Six (6) units of water-cooled chiller with the capacity of 60 tons of refrigerant per unit ,power 	

	<p>supply of 440-460 Volts AC, three (3) phase and using Ozone Friendly R123 refrigerant.</p> <p>ii) Two (2) units of bottle type cooling tower.</p> <p>iii) One hundred eighty two (182) Fan coil units (FCU).</p> <p>Eight (8) units of Air Curtain Non-Circulating type for door entrances and exits</p> <p>b. Provide all labor, supervision, equipment, materials and consumable items for the dismantling, hauling and disposal of the existing equipment.</p> <p>c. Modification of existing chilled and condenser water piping to include supply of new chilled and condenser water pipes and fitting, ball valves, shut-off valves, threadolet, bushing reducer, flanges, flexible rubber coupling, balancing valves etc.</p> <p>d. Provide sufficient concrete foundation / level concrete base with manufacturers recommended service clearance per unit certified drawings.</p> <p>e. Provide brand new equipment with complete accessories and technical specifications approved and of satisfaction of the Department.</p> <p>f. Supply and install necessary electrical requirements including supplies, installation and connection of additional electrical components or upgrades necessary such as but not limited to circuit breakers, electrical wiring, electrical conduits and consumables to the building's power supply.</p> <p>g. Provide supply of materials, labor and consumable items for the replacement of FCUs chilled water pipe including the existing isolation valve in each floor.</p> <p>h. Provide labor, supply of materials and consumable items for hangers, supports, insulations, and other accessories necessary for the completion of installations of water-cooled chillers, cooling towers, FCUs and FCUs chilled water pipe.</p> <p>i. Provide technical supervision and expertise, and site management for the duration of the contract starting from mobilization, demobilization, technical and site supervision.</p>	
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	<p>j. Provide labor and supply of materials for testing and commissioning of water-cooled chillers, cooling towers and FCUs.</p> <p>k. Provide adequate signage and safety precautions in the entire proximity of the project site;</p> <p>l. Provide technical information, notable practice, maintenance, and operating manual for the chillers, cooling towers, FCUs and warranty certificate from the manufacturer.</p> <p>m. Ensure safety of its workers all the time by deploying safety elements such as, but not limited to, personal protective equipment (PPEs), personnel identification paraphernalia, safety orientation activities, health and safety provisions, etc.;</p> <p>n. Provide supply and labor for dismantling and restoration works as needed in the replacement of OCA-ASEANA Centralized Air Conditioning System (Chillers, cooling towers and FCUs).</p> <p>o. Take photograph on all works that will be done in the project including the existing chillers, cooling towers and FCUs to be replace before the dismantling;</p> <p>p. Submit to the OAMSS-EMD the electronic and hard-copy of the before and after installation photograph of the chillers, cooling towers and FCUs upon completion of installation, testing and commissioning of the A/C equipment;</p> <p>Submit the methodologies, gantt chart and plans for all phases of the work to the Department for review and approval. Such approval shall not be construed to relieve the Contractor of its responsibilities, liabilities and obligations in the Contract. See Annex 3 for the proposed sequence and estimated work duration for each room/area.</p> <p>r. Submit the electronic and hard-copy of the complete design plan, specifications and as-built plans of the chillers, cooling tower and FCUs signed and sealed by duly Licensed Professional Mechanical Engineer before acceptance of the installation and commissioning of the units;</p>	
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	<ul style="list-style-type: none"> s. Dismantle, sort, and properly store the existing A/C equipment and its ancillaries in the designated space within the DFA OCA Aseana premises; t. Conduct coordination meetings with the OAMSS-EMD team on the replacement of chillers, cooling tower, and FCUs. u. Provide key personnel for the supervision of the replacement of chillers, cooling towers and FCUs; v. Provide project management team for the project; w. Secure and pay necessary bonds, insurance and permits needed for the completion of the project. x. Provide provisions for all necessary formworks, steelworks and concrete works as needed in the project. y. Supply materials, and services not expressly indicated in the technical specification, drawing or in other contract documents which may be necessary for the complete and proper design, installation and commissioning of works provided by the Contractor to ensure a functional and efficient system without extra cost to the Department. z. Undertake the proper disposal of scrap and dismantled materials/equipment and shall secure necessary permits and pay the fees needed for the completion. aa. Coordinate OAMSS personnel regarding disposal procedures of the government. bb. Make provisions for a training session for the facility engineers, operators, and other interested personnel to demonstrate the proper operation of the chillers, ancillary equipment, and controls. The Contractor shall use the chiller manufacturer's representative or approved representative to conduct the training session. cc. Provide free emergency call back and preventive maintenance service (PMS) for all newly installed units for the duration of warranty which includes but not limited to coil cleaning, leak testing, and drain pipes de-clogging. 	
V.	<p>Site Inspection</p> <p>The Work shall be based on the existing data and physical condition at the worksite. The contractor acknowledges and warrants to have inspected and examined the sites and their surroundings and</p>	

	<p>satisfied himself by submissions of his Bid Offer as to the nature of the work and materials necessary for the completion of the project, the means of access to the site, the accommodation that may be required and all necessary risks, contingencies and other circumstances which may influence or affect the Bid Offer. No increase in cost or extension of time will be considered for failure to inspect and examine the worksite and site condition.</p>	
VI.	<p>INSPECTION AND TESTING PROCEDURES FOR CHILLERS</p> <p>In case the representative/s of the Procuring Entity cannot attend or witness the Factory Testing due to Travel Restriction caused by the Covid-19 Health Hazard, the Test results shall be forwarded and submitted to the Project Proponent which shall be validated during the initial equipment start-up on site.</p> <p>A. The start-up report shall cover the following test results:</p> <ol style="list-style-type: none"> 1. Equipment model and serial numbers. 2. Date of initial on-site start up duly supervised by factory representative/s 3. Name of Representative from the factory who conducted the supervision of the start-up of the unit on-site. 4. Megger testing of the compressor terminals. 5. Input voltage reading: Line to line and line to ground to all phase lines. 6. Output voltage regulation of Automatic Voltage Regulator (AVR). 7. Refrigerant charge and oil level. 8. Evaporator and condenser pressure while on standby/ shut-off mode and evaporator / condenser pressure while on running mode. 9. Condenser and evaporator in/out temperature. 10. Suction and discharge pressures. 11. Ampere readings for part and full loading of chiller operating data. Three readings with an interval of 1 hour. 12. Calibration (If necessary), Observation of chilling unit. 	
VII.	<p>Dismantling and Disposal of Existing Chillers, Cooling Towers, and FCUs</p> <p>The Contractor shall:</p> <ol style="list-style-type: none"> a. Perform safety procedures before dismantling of units. b. Dismantle the old units and ensure that the location of chillers, cooling towers, FCUs and its accessories and components are cleared and ready for installation of new units. 	

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A.3. FIELD CONNECTED WATER PIPING

Piping must comply in all respects with applicable local plumbing codes and ordinances. In no case should the unit support the weight of connecting piping. Since elbows, tees, and valves increase pressure drop, all piping should be kept as simple as possible. Hand stop valves should be installed where required to facilitate servicing. Piping to the inlet and outlet connections of the evaporator and condenser may include high-pressure rubber hose or piping loops to ensure against water pump transmission of vibration.

Facilities should be provided for measuring temperature and pressure in the evaporator and condenser field water piping. Drain connections should be provided at all low points to permit complete drainage of the evaporator(s) and system piping.

A.4. REFRIGERANT RELIEF PIPING

Each chiller is equipped with pressure relief valves. The purpose of the relief valves is to quickly relieve excess pressure of the refrigerant charge as a safety precaution in the event of an emergency such as a fire. Sized to the requirements of applicable local codes, a vent line must be run from the relief valve to the outside of the building. Vent piping must be arranged to avoid imposing a strain on the relief valves and should include flexible connections.

B. The Cooling Tower shall have the following minimum specification and features with complete accessories:

General Features	
Equipment/Quantity	Cooling Tower / 2 Units
Type	Counter-flow Induced Draft type
Dimension	Diameter – 3740 mm Height – 2935 mm
Nominal Capacity	200 TR / unit
Fan Motor HP	5 HP per Unit
Main Power Supply	460V, 3P, 60Hz
Maximum Operating Wt.	2,380 Kg
Location	ROOF DECK

C. The FCUs shall have the following minimum specification and features:

C.1 All FCUs must be eco-friendly, energy saving and have high performance filters that filter and ensure optimal air quality.

ITEM	DESCRIPTION	SPECIFICATION	QTY
1	Chilled Water cooled Fan Coil Units FCU 1 Location: G/F, 2/F, 3/F and 4/F	4.2 TR High Static Duct Ceiling Concealed with complete accessories 220/1P/60Hz	17
2	Chilled Water cooled Fan Coil Units FCU 2 Location: G/F, 2/F, 3/F and 4/F	2.0 TR 4-Way Ceiling Cassette with complete accessories 220/1P/60Hz, Free Blow Type	29
3	Chilled Water cooled Fan Coil Units FCU 3 Location: G/F, 2/F, 3/F and 4/F	3.0 TR 4-Way Ceiling Cassette with complete accessories 220/1P/60Hz, Free Blow Type	36
4	Chilled Water cooled Fan Coil Units FCU 4 Location: G/F, 2/F, 3/F and 4/F	4.2 TR 4-Way Ceiling Cassette with complete accessories 220/1P/60Hz, Free Blow Type	93
5	Chilled Water cooled Fan Coil Units FCU 5 Location: G/F, 2/F, 3/F and 4/F	1.5 TR Wall Mounted with complete accessories 220/1P/60Hz, Free Blow Type	07
TOTAL UNITS			182
<p>The Air Curtain shall have the following minimum specification and features:</p>			
ITEM	DESCRIPTION	SPECIFICATION	QTY
1	Air Curtain	900 mm Non-Circulating type with complete accessories 220v/1P/60 HZ with following features: -Prevent airborne contaminants -Downward facing blower fan -Heavy duty fan motor -Remote controlled	8

	<p>E. Isolation Valve for each floor.</p> <p>F. All air conditioning chilled water pipes shall be provided with closed cell elastomeric “armaflex” and equally covered by blue fill tape. The thickness of rubber insulation is shown as indicated below:</p> <p style="text-align: center;">Below 100mm (4’’) of pipe size : 32mm (1-¼’’) thick rubber insulation.</p> <p style="text-align: center;">130mm (5’’) to 200mm (8’’) of pipe size : 40mm (1-½’’) thick rubber insulation.</p> <p>G. All PVC drain pipes shall be insulated by 14 mm (½’’) thick closed cell elastomeric “armaflex” or equivalent.</p> <p>Note: Please see ANNEX A for Mechanical As-Built Plan</p>																			
IX.	<p>Contractor's Qualifications</p> <p>The Contractor shall comply with the following minimum requirements:</p> <ul style="list-style-type: none"> a. Philippine Contractors Accreditation Board (PCAB) member with minimum Size range medium A, Category B with Specialty in Mechanical Work ; b. Company profile showing at least ten (10) years of experienced in the field of Repair, Rehabilitation, and Installation of Centralized Air Conditioning System; c. With a good record of accomplishment. 																			
X.	<p>Minimum Contractor’s Equipment Requirements</p> <p>The Contractor shall provide necessary equipment but not limited to the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">No.</th><th style="width: 15%;">Qty.</th><th style="width: 75%;">Equipment</th></tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td><td style="text-align: center;">2 Units</td><td>Welding Machine</td></tr> <tr> <td style="text-align: center;">2</td><td style="text-align: center;">2 Units</td><td>Electric Drill/Driving Tool including consumables</td></tr> <tr> <td style="text-align: center;">3</td><td style="text-align: center;">1 Unit</td><td>Lifting Equipment</td></tr> <tr> <td style="text-align: center;">4</td><td style="text-align: center;">1 Unit</td><td>Boom Truck</td></tr> <tr> <td style="text-align: center;">5</td><td style="text-align: center;">2 Units</td><td>Cutting Torches including consumables</td></tr> </tbody> </table>	No.	Qty.	Equipment	1	2 Units	Welding Machine	2	2 Units	Electric Drill/Driving Tool including consumables	3	1 Unit	Lifting Equipment	4	1 Unit	Boom Truck	5	2 Units	Cutting Torches including consumables	
No.	Qty.	Equipment																		
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3	1 Unit	Lifting Equipment																		
4	1 Unit	Boom Truck																		
5	2 Units	Cutting Torches including consumables																		

	6	4 Pcs	ABC type fire extinguishers	
	8	1 set	Test and Balance Instrument	
	9	2 Units	Multi-Tester	
XI.	Contractor's Personnel Qualifications			
	<p>The minimum requirements of Contractor's key personnel to be assigned to the Contract is as follows:</p> <p>1. Project Engineer</p> <p>Qualified Engineering (Civil/ Mechanical/ Electrical) expert/s with relevant experience.</p> <p>The qualified expert/s shall be in charge of the design, implementation and supervision of works on the project. For the qualified expert/s and other proposed key members, the Contractor shall provide the following information:</p> <ul style="list-style-type: none"> a. Professional Qualifications; b. Relevant Education and levels and dates; c. Chronological employment history, including role in any previous similar projects; and d. At least five (5) years of experience in similar projects. <p>2. Health and Safety Officer</p> <p>Assigned Safety Officer will be responsible for the overall safety of the project. He/She shall ensure safe working conditions and compliance with all safe operating procedures in the site.</p> <p>The Contractor shall provide the following information:</p> <ul style="list-style-type: none"> a. DOLE Certification; b. Relevant Education and levels and dates; c. Chronological employment history, including role in any previous similar projects; and d. At least two (2) years of experience in similar projects. <p>3. Foreman</p> <p>Assigned foreman will work under the direction of the Contractor/Project Engineer to identify phases of the work. He/She shall be responsible with the timely progress monitoring of the project and ensure workers are</p>			

	<p>knowledgeable and qualified, and assign them according to their skill sets.</p> <p>The Contractor shall provide the following information:</p> <ol style="list-style-type: none"> Relevant Education and levels and dates; Chronological employment history, including role in any previous similar projects; and At least two (2) years of experience in similar projects. 	
XII.	<p>COVID19 prevention and safety during operations:</p> <p>The Contractor shall:</p> <ol style="list-style-type: none"> Ensure that assigned personnel are COVID free before entering the premises; Ensure that the assigned personnel in this project shall undergo swab testing every after two weeks on the Contractor's expense. Results must be submitted to OAMSS and OCA representatives; Provide and ensure that assigned personnel observe IATF prescribed safety protocols(ie. face mask, face shields, and observe social distancing) within the DFA premises and comply with DFA security requirements; and Provide its personnel isopropyl alcohol and hand soap for personal hygiene. 	
XIII.	<p>Contractor's Obligations</p> <p>The Contractor shall:</p> <ol style="list-style-type: none"> Abide by all existing laws, codes, rules and regulations set forth by all government units and authorities; Perform all works to the full intent of the plans and specification. The principal features of the work do not in any way limit the responsibilities of the Contractor to the general description of the scope of works. After the award of work, the contractor shall submit to the OAMSS-Engineering Maintenance Division (OAMSS-EMD) the shop drawing as well as materials, parts, etc. for the engineer's approval. No work shall commence without the prior approval of the Engineering Service. The work under this contract is to be executed in the right and acceptable manner in accordance with the Philippine 	

	<p>Electrical and Mechanical Codes, The rules, and regulations of the local authorities.</p> <ol style="list-style-type: none"> 5. Provide brand new water-cooled chillers, cooling towers and FCUs with the technical specifications approved and of the satisfaction of the Department. All equipment and components should be branded (not cloned or assembled). 6. Ensure the availability of parts of newly installed equipment, including Electric controls, electronic devices/sensors, parts and accessories in the local market by local distributor, with certification and/or undertaking for the availability of spare parts within the next ten (10) years. 7. Warrant the availability and authenticity of all materials, equipment and machineries it will deliver, and shall replace any defective unit and correct installation errors at its own expenses and account. 8. Ensure that skilled experience craftsmen will undertake the replacement works to ensure first class quality, appearance and durability of completed work; 9. Provide presentable board up with adequate paint approved by the OAMSS-EMD; 10. Provide temporary portable AC units for the affected offices as needed including provision for power tapping. <p>Comply that the schedule of work for the project will start after office operation hours. See Annex B for the proposed sequence and estimated work duration for each room/area.</p> <p>Allow occupants to continue using the areas/rooms for the required period. Make available safe access for occupants. Arrange work to minimise nuisance to occupants and ensure their safety. Protect occupants against weather, dust, dirt, water or other nuisance, by such means as temporary screens;</p> <ol style="list-style-type: none"> 13. Secure and pay from their own funds, the necessary permits including but not limited to, Building permit, licenses, clearances and other documents required under National Building Code and other related laws, rules and regulations, and bear all costs, duties, fees and other charges thereof. 14. Provide the services in a proper, professional and workmanlike manner at all times; 	
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	<p>15. Retain sufficient number of personnel with the expertise required to provide the services;</p> <p>16. Provide service personnel complete Personal Protective Equipment (PPE) during work, submit, and secure the approval of OAMSS-EMD of their COVID-19 health & safety protocols for the duration of their contract.</p> <p>17. Provide the Department a dedicated hotline for emergency calls. This includes weekdays and Holidays;</p> <p>18. Ensure that the service personnel wear proper uniforms and identification cards inside the Department's premises;</p> <p>19. Be responsible for all tools and tackles required for unloading / handling of equipment and materials at site, their assembly, erection, testing and commissioning.</p> <p>20. Be responsible for the safety and cleanliness of the working area at all times. At the end of the day's work, all tools, equipment, and unused materials shall be put away in an orderly manner inside the designated areas in the OCA-Aseana;</p> <p>21. Provide weekly progress reports to OAMSS-EMD with photographs indicating corresponding dates;</p> <p>22. Submit working drawings of any modification prior to the execution of work subject for review and approval of OAMSS-EMD;</p> <p>23. Upon completion, the Contractor shall in a neat and accurate manner, finalize "As-built" drawings on tracing paper and electronic file. These drawings shall be submitted to the OAMSS-EMD for approval prior to the issuance of certificate of completion and acceptance. The approved As-Built Plan shall become the property of the DFA OAMSS-EMD. The final submittal of the record shall be four (4) sets of prints of "As-built" Drawings of Electrical and Mechanical Works.</p> <p>24. Ensure complete coordination with DFA-EMD and DFA Security regarding hot works (welding or cutting works) to be done in the DFA Premises. The Contractor must provide fire extinguishers during hot works and safety personnel to oversee hot works operations.</p> <p>25. Include in the Bid Price breakdown the unit cost, accessories, labor and material cost of the project.</p>	
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	<p>26. Be solely responsible for the protection, security and safety of their personnel, third parties, equipment, installation, the public, and others.</p> <p>27. Restore any affected utility lines during the project duration.</p>	
XIV.	<p>Contract Duration</p> <p>The services shall be effective for Eleven (11) months from the receipt of Notice to Proceed (NTP).</p>	
XV.	<p>Warranty</p> <p>a. The Contractor shall provide warranty for the project/equipment after acceptance of the project, twelve (12) months for minor and electronic parts, and twenty-four (24) months for major parts (<i>motors and mechanical parts</i>) of the equipment.</p>	
XVI.	<p>Confidentiality Clause</p> <p>The Contractor shall ensure that all personnel who shall be assigned to the Department shall execute and sign a Non-Disclosure Agreement, which is to be submitted to the Department prior to the commencement of the service.</p>	
XVI I.	<p>Terms of Payment</p> <p>2. Progress billing and payment shall be as follows:</p> <ul style="list-style-type: none"> f. 5% of the Contract Price: Upon submission of Inception Reports. g. 10% of Contract Price: Upon complete delivery of engineering design and details. h. 15% of the Contract Price: Upon dismantling of existing AC units and delivery of construction materials. i. 30% of the Contract Price: Upon completion of 50% construction accomplishment and complete delivery of materials. j. 40% of the Contract Price: Upon completion and acceptance of the project and upon submission of Turn-Over Documents. Note: Please see Annex C for Table of Contents for Turn-Over Documents. <p>As prescribed by Sec. 62.1 of RA 9184's IRR, five percent (5%) of the gross amount due for each progress billing will be withheld by the Department as a Retention Fund.</p> <p>A special bank guarantee equivalent to 5% of the total contract price may be submitted after the last progress billing as a substitute for the Retention Fund. The bank guarantee shall be valid for the duration of the warranty on major parts. Any other form of warranty security (e.g. surety bond) or any affidavit guaranteeing compliance with warranty obligations shall NOT be accepted.</p>	

	<p>The Retention Fund or the special bank guarantee shall only be released after the expiration of the 24-month warranty on major parts, provided that the items delivered have no patent or latent defects and all conditions stated herein and the contract have been complied with.</p> <p>The Contractor shall be paid within thirty (30) working days upon the submission of the sales invoice, or its equivalent, and other supporting documents examined by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD). Payments shall be made through List of Due and Demandable Accounts Payable (LDDAP).</p> <p>All payments shall be inclusive of all applicable taxes and other lawful charges.</p>	
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Note:

Bidders must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule of Requirements. The Statement of Compliance must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and on behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and on behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter if the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data, etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder of supplier liable for prosecution subject to the provisions of **ITB** Clause 3.1(a)(ii) and/or **GCC** Clause 2.1(a)(ii).

Conformé:

[Signature/s]

[Name of Bidder’s Authorized Representative]

[Position]

[Date]

ANNEX A – Mechanical As-Built

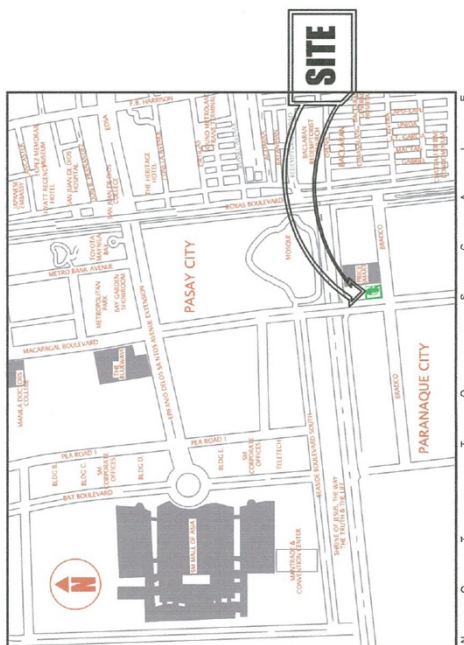
EQUIPMENT SCHEDULE

ITEM	QTY.	DESIG.	LOCATION	DESCRIPTION
1	6 UNITS	WC2C	ROOF DECK	HITACHI Model RSD-263Y23E Water-Cooled Water Chiller, continuous capacity micro-computer control type, each unit with 40 TR nominal cooling capacity, 300V/3PH/50HZ, 300V nominal water flow from 38-48 and 1/2" tube type coil/blower and water control, safety control devices and other standard accessories, 440V/3PH/60HZ. (One unit serves as standby)
2	2 UNITS	CT	ROOF DECK	INTERCOOL Model C-260 RTR Btu's Type Cooling Tower, each with 110 GPM nominal water flow from 38-48 and 1/2" tube type coil/blower and water control, safety control devices and other standard accessories, 440V/3PH/60HZ. (One unit serves as standby)
3	3 UNITS	CHWP	ROOF DECK	End Suction Centrifugal Water Pump for chilled water circulation, each unit capable of delivering 400 GPM water against 150 FT TDH, complete with 3/4" HP motor and other standard accessories, 440V/3PH/60HZ. (One unit serves as standby)
4	3 UNITS	COMP	ROOF DECK	End Suction Centrifugal Water Pump for condenser water circulation, each unit capable of delivering 610 GPM water against 80 FT TDH, complete with 20 HP motor and other standard accessories, 440V/3PH/60HZ. (One unit serves as standby)
5	17 UNITS	FCU-1	GF: 2F, 3F and 4F	Yitako model FF-233 W ceiling concealed H-E Static Ducted Type Fan Coil Unit, 4.17 TR nominal cooling capacity, each complete with ceiling coil, centrifugal blower and motor; permanent washable type air filter and standard accessories, 220V/1PH/60HZ
6	29 UNITS	FCU-2	GF: 2F, 3F and 4F	Yitako model FF-135 KVM 4-Way ceiling Cassette Type Fan Coil Unit, 2.5 TR nominal cooling capacity, each complete with ceiling coil, centrifugal blower and motor; permanent washable type air filter and standard accessories, 220V/1PH/60HZ
7	36 UNITS	FCU-3	GF: 2F, 3F and 4F	Yitako model FF-254 KVM 4-Way ceiling Cassette Type Fan Coil Unit, 3.0 TR nominal cooling capacity, each complete with ceiling coil, centrifugal blower and motor; permanent washable type air filter and standard accessories, 220V/1PH/60HZ
8	93 UNITS	FCU-4	GF: 2F, 3F and 4F	Yitako model FF-269 KVM 4-Way ceiling Cassette Type Fan Coil Unit, 4.17 TR nominal cooling capacity, each complete with ceiling coil, centrifugal blower and motor; permanent washable type air filter and standard accessories, 220V/1PH/60HZ
9	7 UNITS	FCU-5	GF: 2F, 3F and 4F	Ciliated Water Fan Coil Unit, Wall Mounted Type, 1.3 TR nominal cooling capacity each complete with ceiling coil, centrifugal blower and motor, permanent washable type air filter and standard accessories, 220V/1PH/60HZ
10	23 UNITS	EF-1	GF: 2F, 3F and 4F	Cabling Enclosure Cassette Type, equipped with 4 speed selector at maximum air capacity of 270 CFM, complete with 20 watts of electric motor.

GENERAL NOTES:

- Air Conditioned space shall be maintained at 24 C plus and minus 2 C and 55% RH Plus or Minus 5% RH.
- 2.7.2: The Mechanical Contractor shall furnish and install all air conditioning and ventilation ductwork as indicated on the plans and drawings including all necessary requirement connections.
3. Coordinate with architectural plan regarding the exact location of registers and grilles.
4. Register shall mean grilles or ceiling diffusers with volume dampers.
5. All duct dimensions are in inches.
6. All duct dimensions indicated refer to duct inside dimensions.
7. Duct work connected to Fan Coil Unit ducted shall be sized to suit the equipment and provided with flexible connector.
8. Duct work shall be sealed to meet 1% leakage by vol. 125 mm S.P.W.G
9. Provide ceiling access (man hole) to Ceiling Concealed Fan Coil Unit and accessories installed above false ceiling.
10. All air conditioning ductwork shall be provided with 25 mm thick, 48g/m²s (3 PCF) fiberglass insulation with aluminum foil vapor barrier.
11. Ductwork:
A. Duct material: Zinc coated steel commercial quality complying with ASTM.
B. Duct dimensions (mm inches)
Up to 300 (Up-12") 26
350 to 750 (14"-13") 24
800 to 1350 (32"- 54") 22
1400 to 2410 (56"- 96") 20
over 2410 (over 96") 18
12. All toilet doors shall be provided with louvers. (by others)
13. The Chilled Water Pipes shall be provided with black iron pipe, schedule 40 and class 150. The Condenser Water Pipe shall be provided with soft drawn type located between FOU and pipe header.
14. All air conditioning chilled water pipe shall be provided with closed cell elastomeric "amflex" or equal covered by blue film tape. The thickness of rubber insulation is shown as indicated below.
- Below 100mm (4") of pipe size- 32mm (1-1/4") thick of rubber insulation from 130mm (5") to 200mm (8") of pipe size- 40mm (1-1/2") thick of rubber insulation
15. All pipe sizes are in inches, unless otherwise indicated.
16. All PVC main pipes shall be insulated by 14 mm (1/2 inch) thick closed cell elastomeric "amflex" or equal.
17. Provide aluminum cladding for insulated chilled water pipes exposed to weather.
18. Mechanical Contractor shall be responsible for complete coordination with other trade of works such as plumbing, electrical works and other.
19. Deviations and revisions from the plan shall be reviewed to architect for review and approval.
20. The mechanical contractor shall be responsible for all balancing, testing and commissioning of the whole air conditioner and supply air duct system.
21. Workmanship: The work throughout shall be executed in the best and most thorough manner known to trade and to the satisfaction of the architect and the engineer.
22. All work shall be guaranteed for a period of one (1) year after date of acceptance.

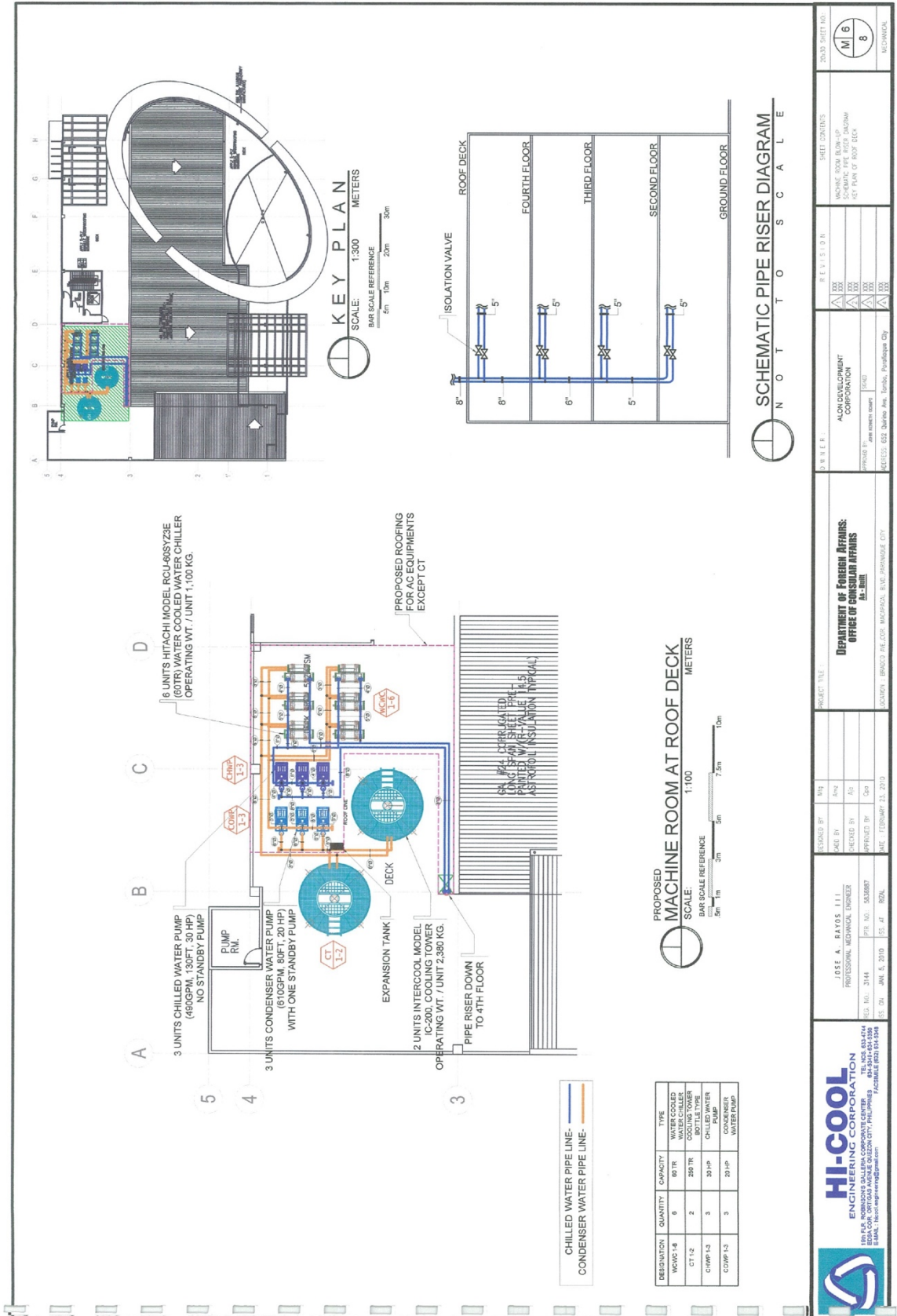
VICINITY MAP



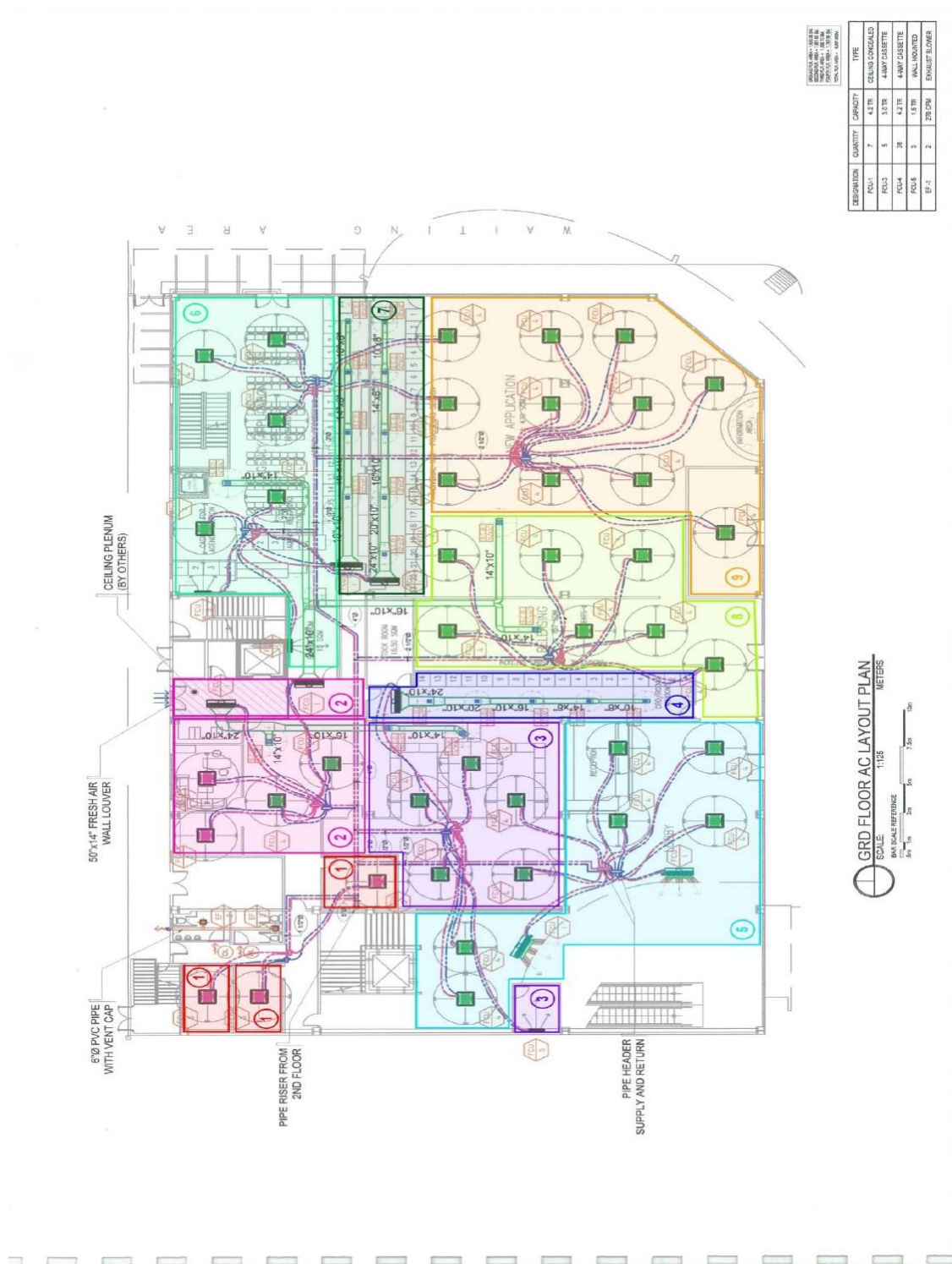
LEGEND:

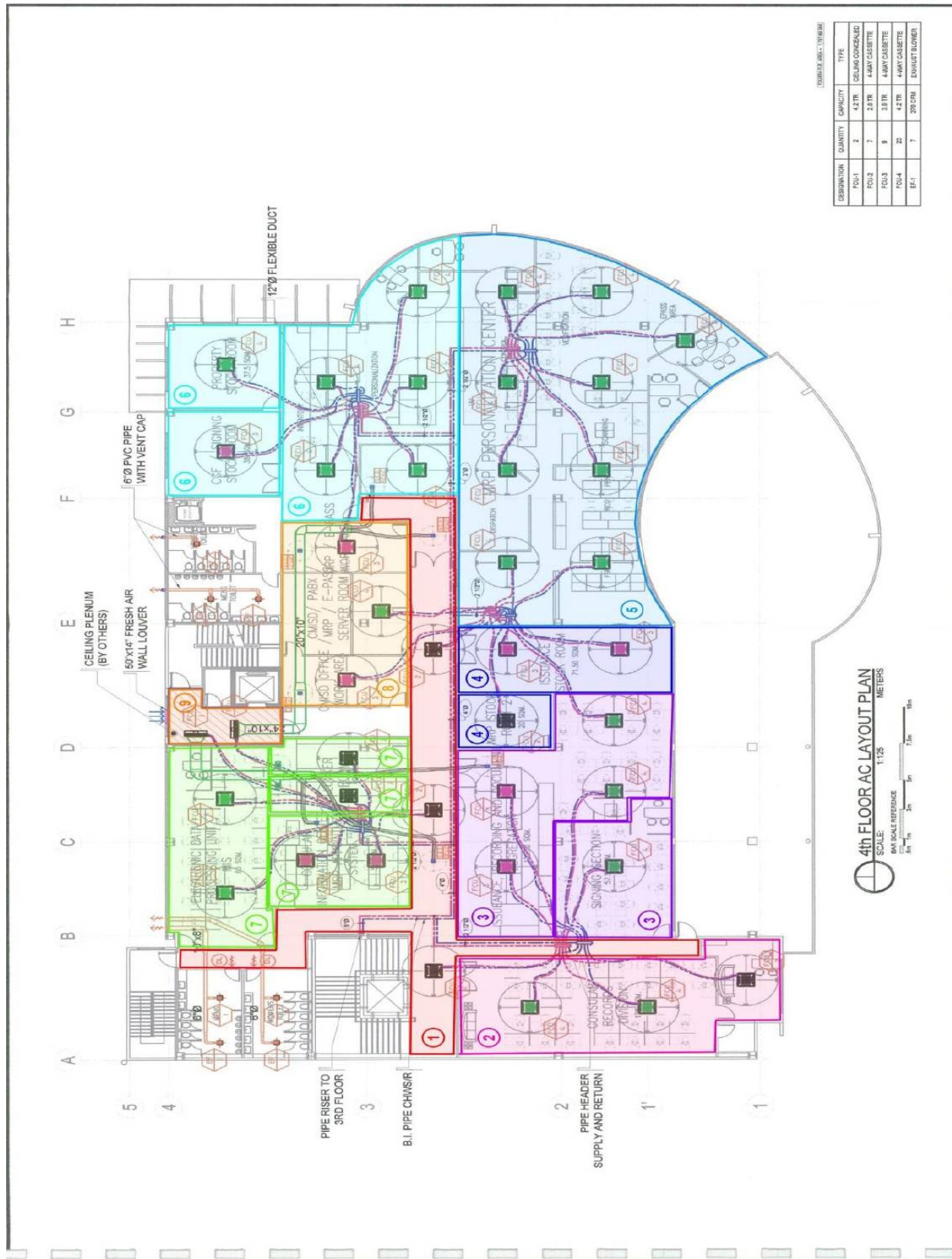


 HI-COOL ENGINEERING CORPORATION 1891 A.B. FORNBERG BUILDING, CORPUS CHRISTI, TEXAS 78401 EDDA CORP. OFFSHORE AVENUE QUEZON CITY, PHILIPPINES E-MAIL: hcoolengineer@gmail.com TEL NO. 832-6244 834-9441-944-2506 FACSIMILE (832) 834-2348	<u>JOSE A. RAYCES III</u> PROFESSIONAL MECHANICAL ENGINEER		REG. NO. 3144 ISS. ON JAN. 5, 2010 ISS. AT 824		EXPIRED BY EXPIRED BY EXPIRED BY		DATE: FEBRUARY 23, 2010		PROJECT TITLE: DEPARTMENT OF FOREIGN AFFAIRS: OFFICE OF CONSULAR AFFAIRS <u>As-built</u>		OWNER: ALON DEVELOPMENT CORPORATION FINANCED BY: <u>ALON EXHIBITS GROUP</u> 199425 ADDRESS: 655 Duquesne Ave. Toronto, Bontolville, ON		REVISION: A/100 A/200 A/300 A/400 A/500		SHEET CONTENTS: COMPARISON SCHEDULE VENDOR MAP LEGEND GENERAL NOTES		2010 SHEET NO. 1 <div>M/1</div> <div>8</div> UTP-000000
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ANNEX B – Sequence of Work





ANNEX C

TURN-OVER DOCUMENTS FOR THE AIR CONDITIONING SYSTEM OF DFA OCA-ASEANA

TABLE OF CONTENTS

- I. TURN-OVER OF EQUIPMENT
- II. CERTIFICATE OF WARRANTY
- III. PERFORMANCE TEST OF INSTALLED EQUIPMENT
- IV. EQUIPMENT SPECIFICATION
- V. OPERATION INSTRUCTION
- VI. ROUTINE SERVICE & PREVENTIVE MAINTENANCE PROCEDURE
- VII. PUNCH-LIST WORKS COMPLETION AND WATER TREATMENT SPECIFICATION
- VIII. Technical Information; Installation, Operation and Maintenance Instruction; Spare Parts List of Air Conditioning Equipment
 - 1. Water Cooled Chiller
 - 1.1 Technical Catalog I
 - 1.2 Technical Catalog II
 - 1.3 Recommended Spare Parts List
 - 2. Cooling Tower
 - 1.1 General Catalog with Trouble Analysis Chart
 - 3. Fan Coil Units
 - 1.1 General Catalog with Trouble Analysis Chart
- IX. AS BUILT PLAN

Section VIII. 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
- (d) 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 for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) 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**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

- (j) 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

- (k) The Supplier's audited financial statements, showing, among others, the Supplier'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**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) 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.

Other documentary requirements under RA No. 9184 (as applicable)

- (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

