



PHILIPPINE NATIONAL OIL COMPANY
PNOC BLDG. 6, ENERGY CENTER, RIZAL DRIVE
BONIFACIO GLOBAL CITY, TAGUIG CITY

PHILIPPINE BIDDING DOCUMENTS

Project Title : Replacement of Air Conditioning System
at Ground Floor to 3rd Floor of PNOC
Bldg.5

ITB No. : 2024-06-071

Sixth Edition
July 2020

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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



PHILIPPINE NATIONAL OIL COMPANY

PNOC Building 6, Energy Center

Rizal Drive, BGC, Taguig City

Tel No.: 8789-7662

www.pnoc.com.ph, www.philgeps.gov.ph

Invitation to Bid

Replacement of Air Conditioning System at Ground Floor to 3rd Floor of PNOC Bldg.5

Invitation to Bid No. 2024-06-071

1. Philippine National Oil Company (PNOC), through the *2024 Approved Corporate Operating Budget*, intends to apply the sum of **Nineteen Million Seven Hundred Sixty Thousand Pesos (PhP19,760,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the ***Replacement of Air Conditioning System at Ground Floor to 3rd Floor of PNOC Bldg.5*** with identification number **2024-06-071**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The PNOC now invites bids for the above Procurement Project. Delivery of Goods and Services and the completion of the project is required within ***Ninety (90) Calendar Days***. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Interested bidders may obtain further information from the PNOC-Procurement Management Division and inspect the Bidding Documents at the address given below during ***working hours from 8:00 AM to 5:00 PM***.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***June 25, 2024*** from the given address below and upon payment of a non-refundable fee amounting to **Nineteen Thousand Seven Hundred Pesos (PhP19,700.00)**. The procuring entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

6. The PNOC will hold a Pre-Bid Conference on **July 02, 2024 (09:00 AM)** at PNOC Bldg. 6, Energy Center, Rizal Drive, BGC, Taguig City and/or through video conferencing via **Zoom**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the address indicated below on or before **July 16, 2024 (10:00 AM)**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **July 16, 2024 (10:30 AM)** at given address below and/or via **Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The PNOC 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.
11. For further information, please refer to:

The Secretariat

Bids and Awards Committee

Philippine National Oil Company

PNOC Bldg. 6, Energy Center

Rizal Drive, BGC, Taguig City

Telephone No. (02) 8789-7757

E-Mail: cfc_melo@pnoc.com.ph / procurement@pnoc.com.ph

Website: www.pnoc.com.ph

12. For downloading of Bidding Documents
www.philgeps.com.ph and <http://www.pnoc.com.ph/bids.php>

Signature Redacted*

ATTY. JOSEPHINE CASSANDRA J. CUI
BAC Chairperson *

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PNOC, wishes to receive Bids for the *Replacement of Air Conditioning System at Ground Floor to 3rd Floor of PNOC Bldg. 5* including tools, equipment and materials, with identification number **2024-06-071**.

The Procurement Project, *Replacement of Air Conditioning System at Ground Floor to 3rd Floor of PNOC Bldg. 5* for PNOC is composed of **One (1) 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 2024 Approved Corporate Operating Budget in the amount of **Nineteen Million Seven Hundred Sixty Thousand Pesos (PhP19,760,000.00)**

2.2. The source of funding is the Approved Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement 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. *[Select one, delete other/s]*

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
 - b. 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.
- 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 subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section 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 *five (5) years* 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 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**.

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.

- 14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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.

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.

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:
- 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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: Supply and Installation of Centralized Air Conditioning Project within the last <i>five (5) years</i> prior to the deadline for submission and opening of bids.
7.1	<i>Sub-contracting is not allowed</i>
12	No further instructions
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than Three Hundred Ninety-Five Thousand Two Hundred Pesos (PhP 395,200.00) or two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Nine Hundred Eighty-Eight Thousand Pesos (PhP 988,000.00) or five percent (5%) of ABC if bid security is in Surety Bond.
19.3	Replacement of Air Conditioning System at Ground Floor to 3rd Floor of PNOC Bldg. 5 ABC: Nineteen Million Seven Hundred Sixty Thousand Pesos (PhP 19,760,000.00)
20.2	1. Certificate of Undertaking that Contractor shall provide three (3), months comprehensive daily operation and preventive maintenance program (free of charge): <ul style="list-style-type: none"> - One technician will be stationed at the site on a 9 hours schedule, five days a week with regular visit of a supervising engineer. - Supply of all consumable materials such as refrigerant, air filters for packaged units, water treatment chemical for cooling towers, de-scaler for shell and tube condenser, coil cleaner for evaporator coils, compressor oil, pump gaskets and fuses. 2. Certificate of Warranty that all equipment, materials, parts and components and workmanship shall be guaranteed for a period of three (3) years from date of acceptance. At any time within the period of guarantee and upon notification, the contractor shall immediately repair and/or rectify all the deficiencies, including replacement of parts or entire unit. 3. Certificate of Guarantee from the manufacturer or any documentary evidence that the system should have a working life of not less than twenty-five (25) years with the proper in-house maintenance mechanism.

21.2	No additional requirement
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Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

Special Conditions of Contract

GCC Clause	
1	<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>The delivery terms applicable to the Contract are delivered to the Project Site. 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>The delivery terms applicable to this Contract are delivered to:</p> <p>Philippine National Oil Company PNOC Bldg. 6, Energy Center, Rizal Drive, BGC, Taguig City</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:</p> <p style="text-align: right;">Atty. Arolf E. Suyom Manager – Administrative Services Department</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> <ul 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
	<ul style="list-style-type: none"> 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:

- 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 **one (1) year**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **one (1) month** of placing the order.

Packaging –

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>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</p>

	<p>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	No further instructions
4	The inspections and tests that will be conducted are those indicated in Sec. VII. Technical Specifications (if applicable)

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 No.	Description	Quantity	Delivery
1	Replacement of Air Conditioning System at Ground Floor to 3 rd Floor of PNOC Bldg.5	1 lot	Ninety (90) calendar days upon receipt of the Notice to Proceed

Name of Company: _____

Authorized Representative: _____
(Name and Signature)

Section VII. Technical Specifications

Technical Specifications

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of 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 or supplier liable for prosecution subject to the applicable laws and issuances.

ITEM NO.	DESCRIPTION	QTY	Statement of Compliance
1	<i>50TR Capacity, water cooled packaged air conditioning system with serviceable semi-hermetic screw type horizontal compressors</i>	3 units	
	Capacity 50TR / 150,000 kCal/Hr Evaporator Fan Multi-Blade Centrifugal fan Evaporator Fan Motor 11kW/15Hp, 3Ø, 60Hz Evaporator Air Flow 450 m3/min. ≈ 7.5m3/sec. Air Inlet Dry Bulb 27 deg. C Air Inlet Wet Bulb 19.5 deg. C Capacity Control 0%, 50%, 75% and 100% Refrigerant R-407C or R134A or R410A Compressor Type Semi-hermetic, screw type Condenser Temperature 35 deg. C Water Inlet Temperature 24 deg. C		
2	<i>7.5Hp end suction centrifugal water pump and motor assembly for condenser water circulation (One Back-up unit)</i>	4 units	
	Motor rating 7.5Hp TDH 24.4M (80ft) Water Flow 10.73 LPS (170 GPM) Power Supply 220 Volts, 3 phase, 60Hz		
	<i>Bottle type cooling tower to cool 170GPM of condenser water complete with 2Hp fan motor and other standard accessories</i>		

3	Design condition	10.73 LPS, 36.6 deg. C inlet, 31.1 deg. C outlet, 27.8 deg. C design	3 units	
	Casing	Fiberglass reinforced polyester (FRP)		
	Sprinkler Head	Aluminum Alloy		
	Sprinkler Pipe	PVC		
	Fillings	PVC, honeycomb design		
	Drift Eliminator	Standard, made of FRP sheet		
	Distribution Type	Self-propelled automatic sprinkler system (PVC or Special aluminium alloy)		
	Hardware	All galvanized or anti-corrosive treated steel parts		
	Bolts, Nuts & Washer	All stainless steel		
	Fan & Drive	High efficient axial flow fans, cast aluminium, adjustable Pitch, directly driven by 2HP enclosed electric motor		
	Basin	Built-in rigid construction fiber (FRP)		
	Tower Support Stand	Fiberglass reinforced polyester (FRP)		
	Inlet Louver	PVC		
	Ladder	Hot Dip Gal. Steel		
	Accessories	Expanded air inlet covers, removable access ladder, suction, discharge and make-up water Connections with built-in water float valve and float ball		
	Power supply	220V, 3 phase, 60Hz		

Project : Replacement of Air Conditioning System – Ground Floor to 3rd Floor of PNOC Bldg. 5

Justification : To improve workplace temperature comfort during office operation & replace the old and problem-prone existing units which are frequently breaking down with improved efficiency air conditioning system.

SCOPE OF WORKS:

The scope of the project will be the supply, delivery and installation of Three (3) complete set of 50TR cooling capacity package air conditioning system of semi-hermetic screw type motor-compressor. System to be connected/adapted to existing air ducts. Work includes dismantling of existing old package air conditioning units, provision of skilled labor, tools and equipment's, consumables and testing instruments. The expertise and supervision must be with full competence that meets the requirements of PNOC. The project comprises the cooling tower, end suction centrifugal pump,

motor control panel, ERC sealed and calibrated digital power meter and all appurtenances and works to make the units fully operational.

LABOR REQUIREMENTS:

- Skilled AC installer, Electricians, Pipe installers and Tin smiths (Submit certification and/or list of at least three (3) projects handled)
- Project must be supervised by a Mechanical Engineer for mechanical works and Electrical Engineer for electrical works (Submit Copy of PRC License.
- Provide full time safety officer to oversee the safety of works.
- Bidder must have atleast five (5) years of experience in handling and contracting air conditioning projects.

OTHER DOCUMENTARY REQUIREMENTS:

- Submit a satisfactorily supply and installation of completed centralized air conditioning project equivalent to at least fifty (50%) percent of the total project cost accomplished within the last five (5) years. As proof, Bidder must submit certification issued by the client (PO, Contract, or Certificate of completion) to attest to the satisfactory service rendered by the contractor.
- Submit site inspection certificate.

MATERIAL REQUIREMENT:

1. The contractor shall provide, among others, the following primary materials as specified below:

- ❖ Three (3) units 50TR Capacity, water cooled packaged air conditioning system with serviceable semi-hermetic screw type horizontal compressors:

Capacity	:	50TR / 150,000 kCal/Hr
Evaporator Fan	:	Multi-Blade Centrifugal fan
Evaporator Fan Motor	:	11kW/15Hp, 3Ø, 60Hz
Evaporator Air Flow	:	450 m3/min. \approx 7.5m3/sec.
Air Inlet Dry Bulb	:	27 deg. C
Air Inlet Wet Bulb	:	19.5 deg. C
Capacity Control	:	0%, 50%, 75% and 100%
Refrigerant	:	R-407C or R134A or R410A

Compressor Type	:	Semi-hermetic, screw type
Condenser Temperature	:	35 deg. C
Water Inlet Temperature	:	24 deg. C

- ❖ Four (4) units 7.5Hp end suction centrifugal water pump and motor assembly for condenser water circulation (One Back-up unit):

Motor rating	:	7.5Hp
TDH	:	24.4M (80ft)
Water Flow	:	10.73 LPS (170 GPM)
Power Supply	:	220 Volts, 3 phase, 60Hz

- ❖ Three (3) units Bottle type cooling tower to cool 170GPM of condenser water complete with 2Hp fan motor and other standard accessories:

Design condition	:	10.73 LPS, 36.6 deg. C inlet, 31.1 deg. C outlet, 27.8 deg. C design
Casing	:	Fiberglass reinforced polyester (FRP)
Sprinkler Head	:	Aluminum Alloy
Sprinkler Pipe	:	PVC
Fillings	:	PVC, honeycomb design
Drift Eliminator	:	Standard, made of FRP sheet
Distribution Type	:	Self propelled automatic sprinkler system (PVC or Special aluminium alloy)
Hardware	:	All galvanized or anti-corrosive treated steel parts
Bolts, Nuts & Washer:		All stainless steel
Fan & Drive	:	High efficient axial flow fans, cast aluminium, adjustable Pitch, directly driven by 2HP enclosed electric motor
Basin	:	Built-in rigid construction fiber (FRP)
Tower Support Stand	:	Fiberglass reinforced polyester (FRP)
Inlet Louver	:	PVC
Ladder	:	Hot Dip Gal. Steel
Accessories	:	Expanded air inlet covers, removable access ladder, suction, discharge and make-up water Connections with built-in water float valve and float ball
Power supply	:	220V, 3 phase, 60Hz

2. Standard tools, safety gadget and testing instruments shall all be provided.
3. Housing panel shall be made of finished steel, baked with synthetic resin paint. Inside the evaporator compartment shall be insulated by incombustible and self extinguishable adiabatic material.
4. Refrigerant cycle shall be equipped w/ horizontal screw type compressor, a water-cooled condenser, a liquid line strainer, an expansion valve and evaporator coil. A check joint for high & low pressure shall be provided for each cycle. A pressure relief valve shall be equipped in the liquid line. High & low pressure gauge shall also be provided.
5. Compressors shall be horizontal semi-hermetic of the same manufacturer, screw type mounted on vibration-proof rubber.
6. Evaporator fan shall be the forward-curved, multi blade centrifugal type, statically & dynamically balanced, belt driven by 11kW motor and can deliver 450 m3/min external static pressure.
7. Evaporator shall be multi-pass cross fines tube type equipped w/ high efficient aluminium Fins, mechanically bonded to oxygen-free seamless copper tubes.
8. Condenser shall be water-cooled shell & tube type. Tubes shall be high efficient grooved type. The refrigerant side of the condenser shall be cleaned, dehydrated and tested for leaks, water side of the condenser shall also be tested for leaks.
9. Compressor shall be protected against breakdown by a reverse protection relay, 3 phase Over-current relay, dual pressure switch and a built-in internal thermostat. An oil heater

- shall also be equipped. The evaporator fan motor shall be protected from over loaded operation with a 3 phase thermal over-current relay.
10. The unit shall be equipped with operation switch, pilot lamp and thermostat mounted on the unit control panel.
 11. Centrifugal water pump shall be horizontal, radial split back pull-out design single stage end Suction. Casing shall be cast iron in working pressure of of 150psi, 125lb in ANSI class flanged (NPT) type. The impeller shall be zinc-free bronze of a diameter not greater than 90% of the casing cut-water diameter. Sealing of the pump liquid cavity shall be by mechanical seal and shall be mounted on a steel base.
 12. Pump shall be flexibly coupled to a NEMA frame open drip-proof electric motor, 1750rpm suitable for 230V, 3 phase, 60Hz power supply.
 13. Cooling tower shall be field assembled induced draft, FRP bottle type, and propeller fan design w/ vertical air discharge. Casing & basin shall be constructed of rigid fiberglass reinforced polyester (FRP), sectionalized with end stiffeners with hot dip galvanized steel hardware & supports bolted together in stainless steel bolts, nuts & washers. Fillers shall be PVC fire retardant type cross-corrugated films, honeycomb design in opposed slanted layer. Cooling tower fan shall be high efficient axial flow fan, cast aluminium, adjustable pitch directly driven by a totally –enclosed electric motor.
 14. Supplied A/C units must exceed/surpass or equivalent to above specification.
 15. Equipment must be free from any visual damages and must function normally during the testing and commissioning, repair/alteration on the unit will not be allowed, all supplied materials should be designed to adopt with 220V, 3Phase, 60Hz power supply incorporated with all the required, suitable and on standard unit with temperature controller and monitoring accessories.
 16. Duct hangers, bolts, nuts and washer shall be hot dipped galvanized or stainless steel.
 17. All materials should be factory manufactured, no fabricated items for the project will be accepted and must be made by a reputable manufacturer.
 18. Contractor must observe uniformity of supplied materials and accessories for the project.
 19. All materials and accessories shall be subjected to prior inspection and acceptance by the PNOC admin GSD representative prior to commencement of work.

PROJECT EXECUTION REQUIREMENT:

1. Assist PNOC maintenance in shutting-off power supply breaker to area of unit under repair.
2. Properly position all required equipment, safety devices and warning signs as required.
3. Conduct size measurement of galvanized air ducts (re: supply and return ducts, ventilating ducts and canvass/cloth/flexible connecting ducts.
4. Fabricate replacement ducts as per gathered sizes adoptable to new unit.
5. Dismantle all existing power supply cables.
6. Disconnect supply, return and discharge air duct to building units output system ducts.
7. Dismantle existing package air conditioning units including unnecessary air ducts for the new air conditioning unit within the installation site.
8. Bring-out and transport all dismantled items to the area provided by PNOC in preparation of the site for the delivery and installation of brand new replacement AC units.

9. Install steel made ventilating air louver to provide fresh air at the machine room in the instance that the unit requires fresh air.
10. Fix visible damages caused by dismantled materials, use fillers/sealers, concrete cement and paint coinciding with the existing structure color.
11. Prepare the area regardless of civil, mechanical and electrical works prior to the arrival of replacement units.
 - Prepare unit pedestal, do necessary adjustment as required for the new unit.
 - Retrofit required air ducts to be adapted to new AC unit.
 - Layout water drain line to the nearest floor drain.
 - Mount enclosed MCCB power supply breaker with IMC electrical piping and THHN cabling
12. Lift, lay-out and position new air-conditioning equipment & its accessories, and furnishing of all required consumables & other accessories necessary for proper operation of the system including concrete foundation to assigned area of installation
13. Install condenser water piping connections of the three (3) units water-cooled package air-conditioner, three (3) units cooling towers, three (3) units condenser water pumps including all required accessories such as ASTM pipes and fittings, water valves, instrumentation, supports and hangers.
 - Installed water supply/return piping for whole unit shall be new and of good quality made by a reputable manufacturer/company.
14. Check if volume dampers are still functioning, do necessary action as required.
15. Adopt existing system air duct to new AC unit (supply, return, exhaust, discharge, etc.)
16. Install fabricated canvass duct on supply, return and discharge air ducts to minimize stress on main ducts during machine operation.
17. Install necessary service manhole as required for maintenance purpose.
18. Shield/protect exposed ducts with duct insulators to avoid moisture during operation.
19. Install / fix duct hangers and support to maintain ducts always in stable position.
20. Terminate line side of supplied MCB to existing power supply source; terminate load side with new set of IMC conduit raceways and THHN cables duly fixed on walls with clamps.
21. Install the AC units with appropriate fixing anchorage, must be fixed with vibration isolator/absorber in suitable bolt, locknut, washers as per approved and required by the manufacturer.
22. Installation of replacement unit should be installed without alteration to existing area of installation/location but if necessary it should be done for improvement purpose but with the knowledge of PNOC-GSD.
23. Duly check all connections and termination.
24. Leak test all completed piping works.
25. Any adjustment on the system shall be provided by the contractor.
26. All needed electrical, mechanical and civil works must be complete, acceptable, as per Standard and coincide with manufacturers requirements that will make unit function normally to required reliability.
27. No non-functioning units should be left prior to company operation.
28. A comprehensive final checking of the installation should be conducted prior to turn-over. All unacceptable work must be immediately replaced and/or re-worked at no additional cost to PNOC.

29. Verify the installation by the use of appropriate and calibrated testing instruments.
30. Submit test data result / service report duly signed by the supervising mechanical engineer and test personnel conducted the analysis.
31. Restore affected structures damaged during the installation period.
32. All work area must be cleared and cleaned, well maintained and compliant with applicable safety regulations during the entire duration of construction.
33. Testing and commissioning.
34. Perform balance distribution of air, do necessary adjustment if necessary.
35. Conduct seminar on proper, correct and safe operation of the system within a period of two (2) calendar days prior to acceptance of the project.
36. Demobilization of personnel, tools and equipment's.

OTHER SCOPE:

1. Contractor shall provide three (3) months comprehensive daily operation for testing and monitoring (free of charge)
 - One technician will be stationed at the site from 7:00 AM to 4:00 PM , five days a week with regular visit of a supervising engineer.
 - Supply of all consumable materials such as refrigerant, air filters for packaged units, water treatment chemical for cooling towers, de-scaler for shell and tube condenser, coil cleaner for evaporator coils, compressor oil, pump gaskets and fuses.
2. The Contractor shall likewise shall provide manual and full instructions to the maintenance personnel of the owner regarding operation and maintenance of the entire installation, complete with printed instruction manuals, technical data and plans.
3. Contractor to provide and apply water treatment chemicals for pre-operational system clean-out
4. The Contractor shall be responsible for mobilization, hauling, transportation, start-up, commissioning and demobilization. Work shall likewise include labor, engineering supervision, tools, implementation and consumable materials for dis-assembly, delivery, hauling and re-assembly at its every unit designated machine rooms
5. The Contractor shall provide labor, engineering supervision, tools and supply of materials for carpentry, painting and masonry works including construction of the proposed enclosed and sealed equipment rooms; cutting through walls and ceilings to accommodate the passage of new piping and duct works, patching of same; and concrete foundation and steel supports for equipment.
6. Installation of air duct machine connection between each of the new water-cooled package air conditioner and existing ducting including the supply and installation of new materials such as GI plain sheets, 15mm thick polyethylene insulation with aluminium backing, dampers, supports and hangers
 - Supply and install new supply air ducting to connect the new package air-conditioning unit (PACU) to existing supply air ducts
 - Repair/rehabilitate damaged portion of the existing main air duct within the equipment room to ensure leak free and well distributed supply air to the air conditioned spaces

7. Installation of electrical and motor control system requirement of the new air-conditioning equipment including the supply and installation of control panels, circuit breakers and motor starters, conduits and fittings, wires, supports, hangers and supports.
8. The Contractor shall provide power converter of each unit of AC system in the instance that the supplied unit is not compatible to the existing power supply system (Step-up Transformer). Rated load capacity should not exceed to 80% to its maximum load capacity, brand new, step-up, class H insulation, indoor type floor mounted, 150 deg. C temp. rise, 60Hz, enclosed in metal enclosure which conforms to ANSI/NEMA standard.
9. Install back-up end suction centrifugal water pump and motor assembly for condenser water circulation complete with diverting pipes, valves and necessary accessories.
10. Install ERC calibrated and sealed Digital power meter in each set of installed air conditioning unit.
11. Complete test of the completed works.

OTHER WORKS & CONDITIONS:

1. The Contractor shall re-create the as-built plan of the indoor ducting of the bldg. Based on the available documents of the end-user and currently installed system. Performance of the current installation shall be recorded, approved and submitted to the end-user. The current plan and performance shall be a reference to the new system to be installed.
2. The Contractor shall be responsible for the inspection of indoor ducts in close coordination with the PNOC Building-5 staff before installation of the new cooling system to be connected with the ducts. Repair to damages in the duct works, dampers and register grille affected by the installation of new ducting connection shall be done by TCB. Any modifications needed to fit the cooling system to be installed shall be the sole responsibility of the contractor.
3. The Contractor shall be responsible for the decommissioning and removal of all equipment at the equipment room, including the unitary packaged air-conditioning units and other components (as applicable). Other non- functional mechanical and electrical equipment and facilities related to the installation must also be decommissioned and removed. Removal shall be conducted by bringing the pertinent equipment to the Ground Floor designated area or to the units/offices where the equipment will be transferred, within the Compound.
4. All other non-functional equipment and facilities not related to the installation shall only be decommissioned but not removed.
5. The unitary packaged air-conditioning units with minimum 50-ton capacity shall be installed each at the Ground, 2nd and 3rd Floor inside the equipment room.
6. Cooling towers and condenser water pumps shall be installed at the roof deck.
7. The cooling air from the package unit in each equipment room shall be connected to each of the existing duct (entries) of the indoor ducts. The contractor shall check and show by computation to the end user that the cooling system to be installed, with details and capacity specified, shall match with the flow and cooling performance that the indoor ducting can handle.
8. The Contractor shall ensure that all compressors shall be serviceable semi-hermetic screw type. The manufacturer of the compressor shall be the SAME MANUFACTURER of the unitary unit. All condensers shall be shell-and-tube type, water cooled through a cooling tower. The compressor protection system shall include thermal over-current relays, pressure switches, timer relays and internal thermostats embedded in the motor winding.

9. The Contactor shall ensure that the power supply shall operate at 220V, 60Hz, 3-phase, and shall be capable of operating within the range of 198V minimum to 242V maximum. TCB shall install appropriate size of transformers if needed.
10. The Contractor shall be responsible for the supply of all circuit breakers and its enclosure (3R for indoor and 4R for outdoor) needed for the project and to be tapped to nearest available circuit breakers. Wires, conduits and brackets shall also be the bidder's responsibility.
11. The Contractor shall be responsible for the construction of equipment room for unitary packaged air-conditioners. Equipment room shall be constructed of hardiflex boards with appropriate insulation as needed.
12. The Contractor shall ensure that all wires and cables shall be UL listed, and that all exposed metal conduits shall be intermediate metal conduit (IMC) with the best specifications among those available in the market and conforming to ASTM standards for outdoor pipes and PVC for buried pipes.
13. The system that shall be installed by the contractor shall be allowed to produce a noise level for unoccupied spaces with the air-conditioning system running at normal operations following the NC 25 criteria and not Exceeding 44 dBA.
14. The Contractor shall ensure that all testing of equipment with regards but not limited to temperature, noise level, airflow, pressure drop, voltage, power, refrigerant, air and water leakages and others are on their account. Testing those mentioned parameters shall be done with the End-user. Testing shall be done in the morning, afternoon and evening to ensure that the system will operate within the specified performance during its ordinary operating schedule in a day. This testing sequence shall be done during final start-up testing and commissioning of the completed air-conditioning system.
15. The refrigerant to be used for the cooling system shall only be R134A, R410A or R407C.
16. The Contractor shall be responsible for the restoration to its original condition all affected portion that will be damaged during construction stage of the project.
17. The Contractor shall submit construction plans of the whole installation including but not limited to: a) Load computations, b) Floor Plans, c) Equipment Plans, and d) Installation Details.
18. The Contractor shall submit as built plans for the new installation, in hard copy and soft copy.
19. The Contractor shall provide or arrange training on operations and provide complete maintenance and multiple sets of manuals to the end-user. Arrangement for training shall be included at no cost to the end-user.
20. The project shall be installed, commissioned and handed over in conformity with general policies and specific standard and guidelines of the latest editions of the National Building Code of the Philippines, the Philippine Electrical Code, the National Plumbing Code of the Philippine, National Fire Code of the Philippines, PSME and PSVARE codes and other relevant codes and standards.
21. The Contractor shall ensure that replaceable parts are locally available within its useful life i.e. printed circuit boards for Packaged Air-conditioning Units, compressors, filters for at least 10 years.
22. All permits from city hall and other documents shall be processed and shouldered by the contractor.

GENERAL PROVISIONS:

1. A joint inspection must be conducted by the Contractor and PNOC-Admin GSD Representatives on the specific works to be done for the project
2. The Contractor is required to inspect and examine the site and the surroundings of the proposed project to arrive at an estimate of the labor, materials, equipment, facilities and services necessary to carry out the work.
3. The Contractor must conduct proper planning and safety orientation meeting to all personnel involved in the work prior to commencement.
4. The Contractor is required to coordinate all activities and work relative to the project with the PNOC Admin-GSD representative for proper monitoring and coordination.
5. The Contractor shall commence work on the agreed Start Date and shall carry out the work in accordance with the program of work submitted by the CONTRACTOR, as updated, with the approval of the PNOC Admin-GSD representative and complete the project by the completion date as indicated in the TOR.
6. The Contractor shall be liable for all fire and accident claims and other related claims arising from injuries and damages, which may occur in relation to the execution of the project.
7. The Contractor shall hold PNOC and its personnel free from any and all liabilities for damages arising from injuries or liabilities to persons or damages to property occasioned by any act or omissions of the contractor including any and all expenses which may be incurred by PNOC-Admin GSD and its personnel in the defence of any claim, action or suit.
8. The cost of any and all rework and/or restoration of damaged properties due to Contractor's poor workmanship or negligence shall be borne by the Contractor.
9. The Contractor must submit a list of personnel assigned to the project before commencing the above scope of works.
10. The Contractor must comply with all standard health and safety requirements to include, among others, the use of personal protective equipment by all workers, installation of safety signage, proper ID and observe company rules and regulations on safety and security.
11. The work shall be executed in the best and thorough manner throughout the project timeline to the satisfaction of PNOC-Admin GSD, PNOC-Admin GSD shall have the power to reject any work, method of accomplishing every part of work and material used which in their judgement are not in full accordance with the specifications and/or description as provided in the scope of work and are deemed to be disadvantageous to PNOC.

SITE POSSESSION:

1. The Contractor should confirm that he has inspected the site where the work will be performed; that he has knowledge of and/or acquired knowledge thereof on the conditions which might affect the nature, extent and cost of the work required; that PNOC shall in no way be responsible for any costs or expenses which may be incurred on account of failure of the Contractor to make an accurate examination of present and/or assessment of future factors that may affect the cost of execution.
2. Tapping of equipment and other related work shall be properly coordinated with PNOC-Admin GSD designated representative for provision of electrical power source.
3. The GSD shall designate a specific area to be used by the Contractor as temporary facilities/storage area/administration area in connection with the project.

COMPLETION OF WORK:

- Work should be completed within ninety (90) calendar days from receipt of Notice To Proceed including delivery of materials

Work schedule: 7:00 AM onwards : Fabrication, measurement and non
(Mon – Fri) destructive works
5:00 PM onwards : Dismantling, installation and
(Fri – Sat – Sun) destructive works.

NOTE:

- Dismantling, Installation, Testing and Commissioning should be done for each unit of every floor in two (2) days and three (3) nights of weekend prior to building operation
- Delays due to work stoppage ordered by GSD shall not be counted against the set completion date.

WARRANTY PROVISIONS:

- All equipment, materials, parts and components and workmanship shall be guaranteed for a period of three (3) years from date of acceptance. At any time within the period of guarantee and upon notification, the contractor shall immediately repair and/or rectify all the deficiencies, including replacement of parts or entire unit.
- The Contractor shall be responsible in providing claims, doing or arranging parts replacement and servicing for the warranty during the warranty period. The end-user shall not be redirected by the contractor to other entities including suppliers or OEMs in executing the warranty.
- The system should have a working life of not less than twenty-five (25) years with the proper in-house maintenance mechanism.
- If any has been omitted in any item of work or materials which are necessary for the completion of the work as outlined herein, then such item must be and hereby provided /included to complete the System.

Name of Company: _____

Authorized Representative: _____
(Name & Signature)

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided 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**
- ☐ (d) 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**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) 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.
- ☐ (g) Certification and/or list of at least three (3) projects handled by the skilled AC Installer, Electricians, Pipe Installers and Tin Smiths.
- ☐ (h) Copy of valid PRC License of the Mechanical Engineer for mechanical works and Electrical Engineer for electrical works.
- ☐ (i) Any documentary proof that bidder have at least five (5) years of experience in handling and contracting air conditioning projects
- ☐ (j) Site inspection certificate

Financial Documents

- ☐ (k) 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

- ☐ (l) 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)

- ☐ (m) *[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.
- ☐ (n) 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).

Section IX. Bidding Forms

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that (Bidder) has completed the below-listed contract within five (5) years prior the deadline of submission and opening of bids.

Date of the Contract	Contracting Party	Name of Contract	Nature of Contract	Amount of Contract	Contract Duration	Issuance Date of Certification Satisfactory Service

Name and Signature of Authorized Representative

Date

*Notes:

- a) Cut-off date as of **DEADLINE OF SUBMISSION OF BIDS**.
- b) “Name of Contract”. Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand.

AWARDED BUT NOT YET STARTED CONTRACTS

This is to certify that (Bidder) has the following ongoing and awarded but not yet started contracts:

[illegible]

Name and Signature of Authorized Representative

Date _____

***Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of **DEADLINE OF SUBMISSION OF BIDS**.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d) **"Name of Contract"**. Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations.

BID FORM

Date : _____
Project Identification No.: _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods/Services]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. To deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents(PBDs);
- b. To provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name of Authorized Representative: _____

Legal capacity: _____ Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Within the Philippines

[illegible]

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Abroad

[illegible]

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

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

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

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

used], with his/her photograph and signature appearing thereon, with no. _____ issued on _____
at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

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CONTRACT AGREEMENT

THIS AGREEMENT made the day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier/Service Provider") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents(PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that maybe required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

For the Entity:
By

For the Supplier/Service Provider
By:

President and
Chief Executive Officer

Insert Name of Signatory
Insert Legal Capacity of the Signatory

Witnesses

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

ACKNOWLEDGMENT

Before me, a notary public for and in the City of _____, this _____, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of three (3) pages, including the page on which this Acknowledgment is written, but excluding Annexes, and they acknowledged to me that the same is their free and voluntary act and deed, as well as that of their respective principals.

WITNESS MY HAND AND SEAL, on the date and in the place first above written.

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OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PROCURING ENTITY notices may be transmitted.

Telephone No/s.	:	_____
Fax No/s.	:	_____
E-mail Add/s.	:	_____

It is understood that notices/s transmitted in the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

11. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

_____, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

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NET FINANCIAL CONTRACTING CAPACITY

Current Assets	_____
Less: Current Liabilities	_____
Total	_____
Multiply by K	15
Total	_____
Less: Value of All Outstanding Works or Projects Under On-going Contracts	_____
Net Financial Contracting Capacity	_____

Net Financial Contracting Capacity (NFCC)

NFCC = at least equal to the Approved Budget

= [(current assets - current liabilities) (K) - (value of all outstanding works or projects under on-going contracts, including awarded contracts yet to be started)]

Name of Company: _____

Authorized Representative: _____

signature over printed name

Republic of the Philippines



Government Procurement Policy Board