



BIDS AND AWARDS COMMITTEE

Invitation to Bid for the Two (2) – Year Contract for the Daily Operation and Preventive Maintenance Service of PICC Centralized Air Conditioning System

1. The *Philippine International Convention Center (PICC)*, through the *Approved Budget for CY 2021*, intends to apply the sum of **THREE MILLION FIVE HUNDRED SIXTY-FOUR THOUSAND PESOS (Php3,564,000.00) VAT Inclusive**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Two (2) – Year Contract for the Daily Operation and Preventive Maintenance Service of PICC' Centralized Air-conditioning System**. Bids received in excess of ABC shall be automatically rejected at bid opening.
2. The *PICC* now invites bids for the abovementioned requirement. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the abovementioned requirement. 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) No. 9184.
4. Prospective Bidders may obtain further information from the *PICC-BAC* and inspect the Bidding Documents at the address given below during office hours.
5. A complete set of Bidding Documents may be acquired by Prospective Bidders starting July 2, 2021 from the given address and website(s) below *and upon payment of a non-refundable fee in the amount of Four Thousand Pesos (Php4,000.00)*. The PICC shall allow the bidder to present its proof of payment for the fees *by furnishing the PICC-BAC a copy of the Official Receipt*.
6. The *PICC-BAC* will hold a Pre-Bid Conference on July 13, 2021 at 11:00 a.m. Meeting Room 10 (MR-10), 3RD Floor Delegation Building, PICC and/or through videoconferencing/webcasting *via Zoom*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before July 28, 2021 at 10:30 a.m. 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 28, 2021, at 11:00 a.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The PICC 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:

*BIDS AND AWARDS COMMITTEE (BAC)
PHILIPPINE INTERNATIONAL CONVENTION CENTER
PICC Complex, Pasay City 1307
87894759 and 87894760
Telefax No. 87894761
Email: procurement@picc.gov.ph*
12. You may visit the following websites:

For downloading of Bidding Documents: www.picc.gov.ph

[Date of Issue]


MELPIN A. GONZAGA
Chairman

PHILIPPINE INTERNATIONAL CONVENTION CENTER



**PROJECT TITLE : TWO (2) – YEAR CONTRACT FOR THE DAILY
OPERATION AND PREVENTIVE
MAINTENANCE SERVICE OF PICC
CENTRALIZED AIR CONDITIONING
SYSTEM**

ABC : ₱3,564,000.00

Reference/s : PICC APP2021 - 34

**ITB-2021
June 29, 2021**

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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

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine International Convention Center* wishes to receive Bids for the *Two (2) – Year Contract for the Daily Operation and Preventive Maintenance Service of PICC' Centralized Air-conditioning System*. with identification numbers *PICC APP2021-34*.

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2021 in the total amount of PhP3,564,000.00.
- 2.2. The source of funding is:
 - a. GOCC and GFIs, the 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. 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:

- a. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
 - 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
 - 7.4. 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 at 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 the last three (3) 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:

- 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 one hundred twenty (120) calendar days from the date of opening of bids. 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.

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.

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. 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**.

III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5	<p>The following persons shall be eligible to participate in this bidding:</p> <ol style="list-style-type: none"> a. Duly licensed Filipino citizens/sole proprietorships; b. Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; c. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the of the outstanding capital stock belongs to citizens of the Philippines; d. Cooperatives duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; e. Must be engaged in business/or have the experience in the installation, operation, repair, compressor overhauling, service and maintenance of air conditioning York chillers for at least one (1) year. f. Must have at least one (1) on-going and one (1) completed operation and maintenance contracts on York Screw-type chillers. g. Must be able to provide at least three (3) personnel for each shift operation. h. Must already overhauled satisfactorily at least one (1) air conditioning York Rotary/Screw-type and/or Centrifugal-type Chiller Compressors, Model S4 or S5 and/ or YT in the Philippines within the last five (5) years. i. Must have at least one (1) year experience in the operation and maintenance of CQM automatic condenser tube cleaners and automatic scale removing system for condenser-cooling tower re-circulating water system. j. Must have at least one (1) year experience in the operation of Building Management System (BMS) that operates and monitors air conditioning units using O/S2 and Infinity programs. k. Certificate of Satisfactory Completion & Acceptance of previous PICC projects undertaken within the last three (3) years, if any.
5.3	<p>For this purpose, similar contract shall refer to preventive and maintenance service of packaged and/or centralized air-conditioning units..</p> <p>The Bidder must have completed within the last five (5) years a single contract that is similar to this requirement, the amount of which shall be at least fifty percent (50%) of the ABC.</p>
7.1	Sub-contracting is not allowed
12	Not applicable

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> <ul style="list-style-type: none"> a. The amount of not less than ₱71,280.00, 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 ₱178,200.00 if bid security is in Surety Bond
15	<p>Sealing and Marking of Bids</p> <p>Each Bidder shall submit the original and one (1) copy of the first and second components of its Bid.</p>
16.1	<p>The address for submission of bids is:</p> <p style="text-align: center;">PICC-Bids and Awards Committee (BAC) Secretariat Ground floor, Delegation Building PICC Complex, 1307 Pasay City</p> <p>The deadline for submission of bids is July 28, 2021 at 10:30 a.m.</p>
17.1	<p>The place of bid</p> <p style="text-align: center;">BAC CONFERENCE ROOM MR10, 3rd Floor, Delegation Building PICC Complex, 1307 Pasay City</p> <p>The date and time of bid opening is July 28, 2021 at 11:00 a.m.</p> <p>In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and the opening of Bids shall be at 2:00 p.m. of the next working day.</p>
19.3	<p>Total ABC is THREE MILLION FIVE HUNDRED SIXTY-FOUR THOUSAND PESOS (PhP3,564,000.00), VAT Inclusive. Any bid with a financial component exceeding this amount shall not be accepted.</p>
20.2	<p>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 LCB, the Bidder shall submit the following documentary requirements:</p> <ul style="list-style-type: none"> a. Certified Photocopy of the CY 2020 Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); b. Sections III, and V of the bid documents, signed on each and every page by the bidder's authorized representative; c. Company profile with Organizational Chart and sketch of office location; d. Certificate of Completion issued by its client that the bidder has satisfactorily overhauled rotary screw-type and/or centrifugal-type

	<p>York Chiller Compressor with a capacity of 500TR (Model S4) and above (Model S5);</p> <ul style="list-style-type: none"> e. Certificate of Completion issued by its client that the bidder has satisfactorily operated and maintained rotary screw-type and/or centrifugal-type York Chiller Compressor with a capacity of 500TR (Model S4) and above (Model S5); f. Certificate from its client that the bidder has satisfactorily operated and maintained CQM automatic condenser tube cleaners and automatic scale removing system; g. Certificate from its client that the bidder has satisfactorily operated Building Management System that operates and monitors air conditioning equipment using O/S2 and Infinity programs; h. List of company personnel, at least four (4) of which shall have experience in operating and maintaining rotary screw-type and centrifugal-type York Chiller; and i. Certificate of Satisfactory Completion & Acceptance of previous PICC projects undertaken within the last five (5) years, if any.
21.2	No additional requirement

H

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* 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

5.1 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.

5.2 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	The Procuring Entity is <i>The Philippine International Convention Center (PICC)</i>								
2.2	<p>Payment</p> <p>For the services to be undertaken by the Contractor in accordance with PICC specifications enumerated above, the latter shall pay the former the proposed and approved amount within the approved budget of Php3,564,000.00 per year or Php297,000 on per month basis for twenty-four (24) months period, inclusive of Expanded Value Added Tax (E-VAT); payments to be made upon presentation of the billing and submission of the required reports to the Technical Services Department – Mechanical Services Division.</p> <p>The Contractor agrees that there shall be no price increase for the duration of the Contract.</p>								
3	<p>Performance Security</p> <p>Within ten (10) calendar days from receipt of the Notice of Award, but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the following forms:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Form of Performance Security</th> <th style="text-align: center;">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td>Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.</td> <td style="text-align: center;">Five percent (5%)</td> </tr> <tr> <td>Bank draft/guarantee issued by a Universal or Commercial Bank</td> <td style="text-align: center;">Five percent (5%)</td> </tr> <tr> <td>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td style="text-align: center;">Thirty percent (30%)</td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)	Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.	Five percent (5%)	Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
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4	<p>Inspection and Tests</p> <p>PICC may reject any works and materials that do not conform to the scope of works. The Contractor shall rectify such rejected work/s to meet the standard set in the scope of works Section VII – Technical Specifications at no cost to PICC.</p>								
6	The period for correction of defects in the warranty period is seven (7) calendar days upon receipt of notice from PICC project-in-charge.								

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	
I	Two (2) – Year Contract for the Daily Operation and Preventive Maintenance Service of PICC' Centralized Packaged Air-conditioning Units at Main Complex	Contract duration or service delivery shall be for a period of two (2) years. The actual date shall be stated in the Notice to Proceed.

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company / Bidder

Signature over printed Name of Authorized Representative

Position

Date

H

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
	<p>TWO (2) - YEAR CONTRACT FOR THE DAILY OPERATION AND PREVENTIVE MAINTENANCE SERVICE OF PICC CENTRALIZED AIR-CONDITIONING SYSTEM</p> <p>I. SCOPE OF WORKS:</p> <p>Supply of labor, expertise and supervision, tools and instruments, repair equipment, and miscellaneous materials for the daily operation and preventive maintenance service of PICC' centralized air conditioning units/system to include, but not limited to, the following:</p> <p>SPECIFIC ACTIVITIES:</p> <ol style="list-style-type: none"> 1. Operate daily and maintain regularly the 4,000-ton centralized air conditioning equipment/systems including their controllers, piping accessories and other related air-conditioning equipment of various capacities <ol style="list-style-type: none"> 1.1. Six (6) units 500-ton York Screw-type Chillers complete with open-drive motor – 407-Hp(305.25Kw), 460V, 3Phase, 60Hz, solid state starter, microcomputer control center and keypad, control safety devices and other accessories. 1.2. Two (2) units 500-ton York Centrifugal Chillers complete with open-drive motor – 392-Hp (294Kw), 460V, 3Phase, 60Hz, variable speed drive starter, optiview microcomputer control center and keypad, control safety devices and other accessories. 1.3. Four (4) units 200-Hp Chilled Water Pumps complete with autotransformer y-delta starter, pressure gauge, valves and other accessories. 1.4. Four (4) units 150-Hp Condenser Water Pumps complete with autotransformer y-delta starter, pressure gauge, valves and other accessories. 1.5. Four (4) units 1000-ton EVAPCO Cooling Tower Modules consisting of four (4) cells each unit and each cell is equipped with 30-Hp electric motor, 460V, 3 Phase, 60Hertz. 1.6. Two (2) units 20-Hp Cooling Tower Make-up Pumps 1.7. Two (2) units 1000-Gallon Cooling Tower Tanks 1.8. Eight (8) units CQM Automatic Condenser Tube Cleaners 1.9. Two (2) sets CQM Automatic Scale Removing for cooling towers. 	

- 1.10. Five (5) units Air Handling Units and Three (3) units Fan Coil Units of various capacities plus other units that may be put into operation.
- 1.11. One (1) set Building Management System (operation and monitoring only)
- 1.12. Seven (7) Exhaust fans and three (3) Supply fans at Powerhouse
- 1.13. Six Hundred Seven (607) VRV/VRF multi-split Packaged Air Conditioning Units (PACUs) and Eighty (88) conventional/Inverter-type PACUs of various capacities (operation and monitoring only) serving Tenants Area and PICC offices, Board Rooms, Meeting Rooms, Elevator Machine Rooms, VIP & Dressing Rooms, Amorsolo Kitchen & Restaurants, Satellite Kitchens & Food Preparation Areas.
- 1.14. Three (3) units Exhaust fans serving Main Kitchen and Executive Kitchen – 2 units 40-Hp and 1 unit 7.5-Hp.
- 1.15. Two (2) units 23.37Kw Fire Pressurization Blower.
- 1.16. Three (3) units 50TR, water-cooled DX-type Packaged Air Handling Unit (PAHU) with screw type compressor serving MR-1
- 1.17. Three (3) units 10TR & One (1) unit 20TR, air-cooled DX-type Packaged Air Handling Units serving East Banquet Hall
- 1.18. Three (3) units 10TR & One (1) unit 20TR, air-cooled DX-type Packaged Air Handling Units serving West Banquet Hall
- 1.19. Seven (7) units of various capacities, DX-type Packaged Air Handling Units serving Delegates Lounge and Meeting Rooms 1 to 8.
- 1.20. One (1) unit 120TR, DX-type Packaged Air Handling Units serving PH/RH Lobby

1. Perform the following services for the above-mentioned equipment:

1.1. Operation

1.1.1. Air Handling Units, Fan Coil Units and Building Management System

1. Prior to start up, coordinate with PICC' Mechanical Services shifting personnel regarding unit's status.
2. Start the equipment through the Building Management System (BMS) or at the machine room if set in manual operation mode.

3. Monitor operation of equipment through the Building Management System, and/ or in actual operation if the need arises.
4. Monitor and report operation errors shown or encountered in the BMS.
5. Turn off the equipment as per schedule or as required by the conduct of events. Coordinate with concerned personnel prior to shutting off the equipment.

2.1.2. Chilled Water Pumps and Condenser Water Pumps

1. Prior to start up, conduct check-up of the equipment and controls.
2. Start the equipment manually through its control panel.
3. Monitor regularly the operation using volt meter and ammeter to determine normal operation. If found abnormal, shut the unit properly without affecting chiller operation. Maintain a log sheet to record the voltage and current drawn on hourly basis or as often as required.
4. Turn off the equipment according to proper system shut down.

2.1.3. Cooling Towers, Make-up Pumps and Make-up Water Tanks

1. Prior to start up, conduct check-up of the equipment, its controls, sump/catch basin water level, water level at make-up tank. If water level is found low, start the make-up water pump system.
2. Start the equipment manually through its control panel. Note: The cooling tower module can be operated on per cell basis. One cooling tower module consists of four (4) cells, each has its own drive motor and fan assembly. Operate only the necessary cells of the cooling tower as per chiller actual load requirement.
3. Monitor regularly the operation using volt meter and ammeter to determine normal operation. If found abnormal, shut the unit properly without affecting chiller operation. Maintain a log sheet to record the voltage and current drawn on hourly basis or as often as required.
4. Turn off the equipment according to proper system shut down.

2.1.4. York Screw-type Chillers and York Centrifugal Chillers

1. Prior to start up, conduct check up of the equipment, its controls, oil level and oil temperature. Make sure that all the safety requirements are within the parameters required by the chiller manufacturer and/or as per approved parameters.
2. Check main circuit breaker for proper operation and voltage requirement and check for voltage imbalance.
3. Check if pre-rotation vane is in close position (for centrifugal chiller)
4. Check oil heater if it is functioning properly
5. Check oil temperature and oil level. Do not operate chiller if oil level and oil temperature are below the required parameters. Add oil and replace heater if necessary.
6. Check visually any oil, refrigerant and water leaks.
7. Check microcomputer control center display. Check system set points. Check system's refrigerant and oil pressure, chilled liquid temperatures on microcomputer display board.
8. Check chilled and condenser water pressure.
9. Start up the chiller when all the system data are within the parameters and set points to be observed.
10. Monitor chiller system operation and record the necessary data thru a log sheet, or produce computer print out every hour or as often as required taking primary consideration of the following:
 - 10.1. Check and observe oil pressure differential.
 - 10.2. Check motor current in percent of full load.
 - 10.3. Check oil and refrigerant level.
 - 10.4. Check and observe pre rotation vane opening.
 - 10.5. Observe compressor/motor current and voltage.
11. Turn off the equipment according to proper system shut down.

2.1.5. Exhaust Fans/Ventilation Units/System

1. Prior to start up, conduct check up of the equipment and controls.
2. Start the equipment manually through its control panel.
3. Monitor regularly the operation using volt meter and ammeter to determine normal operation. If found abnormal, shut off the unit properly without affecting chiller operation.
4. Turn off the equipment according to proper system shut down.

2.2. Regular Preventive Maintenance

The Contractor shall perform monthly, quarterly, semi-annual and annual preventive maintenance check up for the proper upkeep of the equipment listed below:

2.2.1. York Screw-type and Centrifugal Chillers

Monthly Check up and Servicing

1. Check and servicing microcomputer control center, its display and parameters if all are in within the range set forth.
2. Perform routine maintenance checks on oil pump, pre-rotation

vanes and other components of chillers.
3. Check oil heater, oil heater thermostat if functioning properly.
4. Check the condition of compressor oil. Add or drain compressor oil to proper level of at least ½" of the upper sight glass as necessary.
5. Clean compressor motor with the aid of an air blower/vacuum. Wipe clean compressor motor and the whole chiller.
6. Check-up of motor-compressor coupling.
7. Check refrigerant charge of the system. Check the proper level of the refrigerant on the sight glass, check sub-cooling and superheat and submit report of these data and other condition of the chiller.

8. Perform analysis base on log sheets and make recommendation if necessary.

9. Conduct leak testing on all exposed welding joints, refrigerant pipe, fitting and shaft seal.

Quarterly Check-up and Servicing

1. Check up and inspection of condenser and cooler tubes.

2. Perform megger testing on compressor-motor winding, including power wiring from starter to motor.

3. Check up and servicing of main circuit breaker, load side, and sub-breaker if any, and supply power panel/magnetic starter/soft starter/variable speed drive. Retighten terminals and check for any loose electrical/electronic connections.

4. Check resistance of all sensors, thermistors and transducers.

5. Check electrical control safety. Check pressure and temperature controls.

6. Check motor lubrication.

Semi-Annual Check up and Servicing

1. Check condition of compressor oil, replace if necessary.

2. Check filter element for any presence of aluminum powder/metallic chips or dirt particles, replace if necessary.

3. Check and clean nozzle of oil eductor. Replace dehydrator of oil return system if necessary.

4. Check and clean refrigeration valves.

Annual Check-up and Servicing

1. Change compressor oil, oil filters, and dehydrators. Change compressor oil based on the required running hours and/or its actual condition.

2. Check the oil return system.

3. Meg compressor-motor windings including electrical power wiring from starter to motor and load side of the circuit breaker to starter.

4. Check up and servicing of main circuit breaker, load side, and sub-breaker if any, and supply power panel/magnetic starter/soft starter/variable speed drive. Check overloads, contactors, relay, timers and other accessories. Retighten terminals and check for any loose electrical/electronic connections.
5. Inspect condenser and cooler tube sheet ends for possible metal deficiencies.
6. Conduct chemical analysis of oil, if necessary. Detailed analysis of oil by chemical company shall be shouldered by PICC.
7. Check resistance of sensors, thermistors and transducers.
8. Conduct leak testing on the refrigerant side of the unit.
9. Keep the entire unit clean, neat and shiny. Maintain cleanliness of the machine room.
10. De-scale chillers' condenser once a year, if necessary.

2.2.2. Chilled and Condenser Water Pumps, and Make-up Pumps

Monthly check up and Servicing

1. Check pump-motor coupling and its alignment.
2. Check mechanical seals of wear and tear, and sign of water leakage.
3. Repair of minor water leakages on water pipe and fittings.
4. Check water pressure gauges. Replace if found defective.
5. Repair peeled off chilled water insulation/
6. Check water valves if leaky or holding water pressure tightly.
7. De-rusting and epoxy painting of pump and motors, if found corroded.
8. Check bearings of motor and pump, and lubricate if necessary.
9. Check electrical terminal connection on motor, control starter and circuit breaker.

Quarterly Check-up and Servicing

1. Meg all motors' winding. Check electric terminal connections.
2. Inspect check valves and clean water strainers
3. Check all holding bolts of expansion joints.
4. Check all holding bolts of motor-pumps base.
5. Check alignment of coupling.
6. Check electrical terminal connection on motor, control starter and circuit breaker.
7. Lubricate bearings of motor and pumps.

Semi-Annual Check-up and Servicing

1. Check up, retighten, and clean control panel including circuit breaker.
2. Lubricate bearings of motor and pumps.
3. Replace motor and pump bearings if necessary
4. Check alignment of coupling. Conduct alignment if necessary.
5. Check level of noise and vibration of motors and pumps.

Annual Check-up and Servicing

1. Dismantle motors and conduct cleaning of stator winding using approved solvents.
2. Render servicing of packing of all water valves.
3. Replace bearings of motors and pumps as necessary.
4. De-rust and repaint corroded portion of valves, pumps, motors, piping and accessories. Apply primer and finishing paint.

2.2.3. Cooling Towers

Monthly Check-up and Servicing

1. Check and clean re-circulating water of floating dirt.
2. Check and clean cooling tower basin regularly.

3. Check and clean water strainer.
4. Check and clean catch basin discharge check valves.
5. Check water level and condition of water float valve assembly.

Repair or replace if required.

6. Check condition of catch basin and connecting pipes for leaks.
7. Check alignment of multi-blade propeller fan, its shafting and bearing and the motor drive assembly and its mounting. Re-align, retighten, re-lubricate and replace bearing and blades if necessary.
8. Check water sprayer/splash pipe condition. Clean nozzles and adjust pipe support tension if necessary.
9. Check V-belt alignment and condition. Replace if necessary.
10. Check condition of plastic/PVC fillers.
11. Check condition of plastic panel and PVC louvers. Clean the same of dirt and scale.
12. Check condition of motor control starter and wiring circuit.
13. Check all valves and other operating parts.

Quarterly Check-up and Servicing

1. Conduct megger testing on motor windings including electrical wirings.
2. Check up and clean control panel to include circuit breakers, contactors, relays and timers and other accessories. Re-tighten terminals if necessary.
3. Re-lubricate motor bearings and propeller assembly.
4. Check and correct motor and fan assembly vibration
5. Replace motor and fan assembly bearings if necessary.
6. Check sprayer pivot bearings and replace if necessary.
7. Do all other activities under monthly check-up and servicing.

Semi-annual and Annual Check-up and Servicing

1. Render servicing of motors as necessary.
2. Check the pitch of every propeller fan blade.
3. De-rust and repaint propeller fan assembly as wells drive motors with primer or epoxy paint.
4. Replace motor and propeller fan bearings as necessary.
5. Repair minor water leakages on water basin.
6. Check and clean water supply float valves.
7. Render servicing of water supply, check and drain valves.
8. Check sprayer pivot bearings and replace if necessary.
9. Meg motor windings including electrical wirings.
10. Check up and clean control panel to include circuit breakers, contactors, relays and timers and other accessories. Re-tighten terminals if necessary.
11. Re-lubricate motor bearings and propeller assembly.
12. Check and correct motor and fan assembly vibration

2.2.4. Automatic Condenser Tube Cleaning Units (ACTC)

Daily

1. Conduct daily inspection and check-up of the entire ACTC system to include panel controller, air compressor-motor, solenoid valves, ball traps, ball collector and sponge balls, air injector, control valves, and accessories.
2. Conduct test sequence operation when necessary with the condition as follows:
 - a. Make sure that testing is done while the condenser pump is in operation.
 - b. Be sure that the ACTC is not in a cycle before initiating a test sequence. If the system is operating, wait until it has completely finished before beginning the testing.

Weekly

1. Accomplish daily inspection and check-up.
2. Count approximately the number of balls that are seen through the observation window.
3. Add new sponge balls to the system if the quantity of balls seems low compared to that recommended during installation.
4. Check water leaks. Correct immediately water leakages, if any.
5. Check any formation of rust. De-rust or wipe off the rust before it develop to full blown corrosion.

Monthly

1. Accomplish weekly inspection and check-up. Conduct inspection and check-up of the entire ACTC system to include panel controller, air compressor-motor, solenoid valves, ball traps, ball collector and sponge balls, air injector, control valves, and accessories.
2. Count approximately the number of balls that are seen through the observation window.
3. Add new sponge balls to the system if the quantity of balls seems low compared to that recommended during installation.
4. Check water leaks. Correct immediately water leakages, if any.

Quarterly

1. Observe carefully the condition and size of the sponge balls.
2. If majority are found already undersize, remove the entire balls and introduce new sponge balls for proper cleaning maintenance of condenser tubes.
3. If the condition and size are still good, count approximately the number of balls that are seen through the observation window.
4. Add new sponge balls to the system if the quantity of balls seems low compared to that recommended during installation.
5. Check water leaks. Correct immediately water leakages, if any.



Notes: If the sponge balls are not totally changed every three (3) months, the process under quarterly maintenance must be repeated, and so on.

2.2.5. Water Treatment Chemical Feed System and Cooling Tower

Scale Removing System (SRS) and Surrounding

Daily

1. Conduct daily inspection and check-up of SRS particularly the panel controller, SR vessel, air compressor and the pump-motor assembly. Follow carefully the operation and manufacturer's recommended maintenance of SRS.
2. If needed, conduct daily feeding or pouring of chemicals as per instruction of water treatment contractor.
3. Verify SRS current ammeter indication of 5 Ampere, +/- 10%. If found out of standard range, conduct diagnostic procedure as per manufacturer's instruction manual.
4. Maintain properly any parts and accessories of the SRS and instruments being used for chemical feeding.
5. Maintain cleanliness of SRS and cooling tower surrounding

Weekly

1. Conduct weekly inspection and check-up of SRS and/or weekly feeding or pouring of chemicals as per instruction of water treatment contractor. Follow carefully the operation and recommended maintenance of the SRS manufacturer.
2. Conduct cleaning of SRS and cooling tower surrounding.
3. Check water leaks. Correct immediately water leakages, if any.
4. Check any formation of rust. De-rust or wipe off the rust before it develop to full blown corrosion.

Monthly

1. Conduct monthly inspection and check-up of SRS. Check the internals of SR vessel. Follow carefully the operation and recommended maintenance of the SRS manufacturer.

2. If there is any scale formed in the SR vessel internal wall, remove it by light scratching.
3. Check the condition of the anode.
4. Conduct cleaning of SRS and cooling tower surrounding.
5. Check water leaks. Correct immediately water leakages, if any.
6. Check any formation of rust. De-rust or wipe off the rust before it develop to full blown corrosion.

2.2.6. Cooling Tower Water Storage Tank

Daily Check-up and Servicing

1. Check water level.
2. Maintain cleanliness of make-up water.
3. Check water level sensor and its wirings. Repair or replace if necessary.
4. Check supply, discharge and drain water valves

Monthly Check-up and Servicing

1. Check water level sensor. Repair or replace if necessary.
2. Check supply, discharge and drain water valves. Replace packing and holding bolts if necessary.
3. De-rust and repaint corroded pipes and valves.
4. Render servicing (check-up and cleaning) of water sensor.

Quarterly and Semi-Annual Check-up and Servicing

1. De-rust and repaint corroded pipes and valves.
2. Render servicing (check-up and cleaning) of water sensor.
3. De-rust and repaint corroded pipes and valves.
4. Repair or replace defective valves.

2.2.7. Air Handling Units (AHU) and Fan Coil Units (FCU)

Monthly Check-up and Inspection

1. Conduct general check-up and inspection of cooling coils, air filters, drive motors and its controllers, blower wheel and housing including bearings, motor and blower pulley alignment, base pan, paneling, vibration and corrosion, all water valves, three-way valves.

2. Submit monthly report for action of PICC.

Note: Cleaning of air filter and cooling coils and other major preventive maintenance activities for AHUs and FCUs shall be done by PICC or its other/third party Contractors.

2.2.8. Exhaust Fans/Ventilation System and Pressurization Blowers

Monthly Check-up and Servicing

1. Check up and servicing of motors and blowers
2. Check up for unbalanced fans.
3. Check lubrication.
4. Check level of noise and vibration.
5. Check up and servicing of magnetic starters and circuit breakers.
6. Check for any loose electrical connection.
7. Check motor-blower alignment and v-belt alignment. Replace V-belt if necessary.

Quarterly Check-up and Servicing

1. Re-lubricate motor and blower bearings.
2. Check and clean control panels including circuit breakers.
3. Check motor-blower alignment and v-belt alignment. Replace V-belt if necessary.
4. De-rust and repaint exhaust fan/blower assembly as necessary.
5. Check motor and blower bearings. Replace bearings if necessary.

3. Submit monthly accomplishment reports and recommendation signed by the Maintenance Supervisor and Service Manager. Submit said reports together with the monthly billing.

II. GENERAL CONDITIONS:

1. The Contractor shall be responsible for the supply of labor, technical expertise, supervision, tools and instruments, repair equipment, office supplies and waste rugs for the daily operation and proper maintenance of the air conditioning equipment as specified in the above scope of work.
2. The PICC shall supply the materials, spare parts and provide the Contractor's office/shop space within the PICC premises for the proper operation and maintenance of the above-mentioned equipment/system in accordance with its policy and procedures.
3. The Contractor shall perform the above-mentioned minimum detailed operation and maintenance services on the centralized air conditioning equipment/system on daily basis, six (6) days a week, twenty six (26) to twenty seven (27) days a month for a period of eight (8) months. The personnel and equipment operation schedule shall be flexible as follows:

On Days without Event Activities

Shift 1 : 6:00 AM to 2:00PM

Shift 2 : 2:00 PM to 10:00PM

Regular Shift/Duty: 8:00AM to 5:00PM

On Days with Event Activities

Shift 1 : 6:00 AM to 2:00PM but subject to change to early start or time-in of say, 5:00AM or 4:00AM and work time out shall be adjusted to conform with the eight-hour day work.

Shift 2 : 2:00 PM to 10:00PM but subject to change to late start or time-in of say, 3:00PM or 4:00PM and work time out shall be adjusted to conform with the eight-hour day work.

Regular Duty: 8:00AM to 5:00PM/9:00AM to 6:00PM depending on whether there is an adjustment in the time of duty of shift 1 and/or 2.

4. The Contractor shall assign a regular six (6) personnel for the daily operation and maintenance services who are qualified to operate, maintain, trouble shoot and repair six (6) 500-ton York Screw-type Chillers using refrigerant 22, two (2) 500-ton York Centrifugal Chillers using refrigerant 123, various chiller and condenser pumps, EVAPCO Cooling towers, and various CQM automatic condenser tube cleaners and scale removing systems. The six personnel shall be as follows: One

(1) maintenance engineer/supervisor, One (1) senior chiller technician, and four (4) chiller technician-operator. The maintenance supervisor shall supervise the group and shall report on regular shift/duty schedule. The senior technician shall act as the supervisor assistant and may report on regular duty or shifting schedule.

5. The Contractor's personnel shall have the following qualification and experience:
 - a. Maintenance Supervisor – shall be licensed mechanical engineer with a minimum experience of three (3) years in a supervisory capacity and technical works on York screw-type chillers and York centrifugal chillers using refrigerant 123 as well as CQM automatic condenser tube cleaners and automatic scale removing system, as well as building management system operation.
 - b. Senior Technician – shall be a mechanical engineering graduate or a graduate of two (2) to three-year course refrigeration and air conditioning technology with a minimum of three (3) years experience in the operation, overhauling and repair, and maintenance of York screw-type Chiller, York Centrifugal Chillers (using refrigerant 123), centrifugal pump assembly, cooling towers and their control system as well as CQM automatic condenser tube cleaners and automatic scale removing system, as well as building management system operation.
 - c. Chiller Technician/Operator – shall be a mechanical engineering graduate or undergraduate, or a graduate of two (2) to three-year course refrigeration and air conditioning technology with a minimum of two (2) years experience in the operation, overhauling and repair, and maintenance of York screw-type Chiller and York Centrifugal Chillers centrifugal pump assembly, cooling towers and their control system. Preferably with background in the operation and maintenance of CQM automatic condenser tube cleaner and automatic scale removing system, as well as building management system.
6. Any Contractor's personnel to be assigned regularly to PICC shall be subject to interview and approval by the Assistant Director of Mechanical Services Division.
7. The Contractor shall strictly observe six (6) days a week regular-duty schedule from Monday thru Saturday regardless of holiday. The Contractor shall assign personnel to operate, tender, and maintain chillers and allied equipment and accessories during holidays and non-working days without additional cost to PICC. However, if there are no events/tenants on such days, the Contractor may not assign personnel for any duty.
8. The Contractor shall also assign a minimum number of personnel to operate, tender and maintain the chillers and allied equipment and accessories for overtime works on Sundays when there are events and when required by PICC. To comply, the Contractor shall assign two (2) operator-technicians per shift or a maximum of four (4) personnel for the whole day which may extend up to 12:00 midnight or even beyond

depending on the requirement of events. However, if the event/s or requirement needs only one shift the Contractor has the option to assign only two (2) personnel for the whole day to satisfy the operational requirement of the events.

9. The Contractor, upon the request of PICC or its authorized technical/mechanical services representative, shall provide additional technicians/repair servicemen when there is emergency repair works and/or air conditioning operations beyond the required shifting operation schedules. The rate of additional technician and/or repair serviceman shall be the same as the average rate of regularly-assigned technicians/personnel at PICC but shall not be more than the average approved budget rate of PhP1,903.85 per day inclusive of overtime premium. The average actual rate shall be computed as annual contract amount divided by 12 months to get the per month basis, divided by 26 days to get the amount on per day basis, and divided by six (6) personnel to get the amount per personnel per day (Average Rate/personnel/day= Annual Contract/12 months/26 days/6 personnel). To get the average rate per hour for each personnel, the rate per day shall be divided by the standard eight (8) hours per day.
10. The Contractor, be it on regular days from Mondays to Saturdays or on Sundays and holidays, shall never shut off the air conditioning system, and leave its work and the PICC premises until such time the events and/or use of air conditioning systems are declared finish by PICC.
11. The Contractor shall always follow the schedules or change of schedule set by PICC.
12. Contractor shall always be available and attend within 24 hours after receipt of call to trouble shoot and/or repair, any trouble encountered by PICC' assigned personnel.
13. The Contractor however, shall not be held liable for any damage or inoperability of the equipment and injury to persons arising from the action of third parties and/or repair works, alteration, or adjustment made by other contractors without the Contractor's consent.
14. The Contractor, in coordination with PICC' Mechanical Services personnel, shall be responsible for the operation, periodic inspection and status reporting of air handling units and fan coil units. The Contractor shall not be responsible for the periodic maintenance and repair works of all air handling units (AHUs) and fan coil units (FCU). However, the Contractor, whenever required and at no additional cost to PICC, shall assist the Mechanical Services personnel in the trouble shooting and minor repair works on AHUs and FCUs and other air conditioning and refrigeration units as well as exhaust fans.
15. The Contractor shall work together and harmoniously with the PICC personnel and other air conditioning maintenance contractors.
16. The following services (labor only) shall be part of Contractor's responsibility:
 - 16.1 All works under regular operation and maintenance schedule and scope of services.

- 16.2. Charging additional refrigerant and compressor oil in case of under-charge conditions.
- 16.3. Minor adjustment and calibration of electrical and electronic controls and other accessories.
- 16.4. Installation of minor parts and accessories not requiring extensive dismantling and/or re-assembly.
- 16.5. Minor leak testing (those not using nitrogen gas) for maintenance purposes only.
- 16.6. Minor brazing, soldering, welding, painting and fabrication works.
- 16.7. Pouring water treatment chemicals into the cooling tower in coordination with water treatment contractor.
- 16.8. Replacement of controls of chiller, pumps and cooling towers.
- 16.9. Replacement of bearings of electric motor and pump assembly as well as mechanical seal of pumps and valve packing.
- 16.10. Replacement of V-belts of cooling towers and exhaust fans at Powerhouse.
- 16.11. De-scaling/chemical de-scaling, cleaning and leak testing of control heat exchanger of the chillers.
- 17. The following services shall not be part of Contractor's responsibility:
 - 17.1. Supply of materials (including oils, grease, coolant and refrigerants) and spare parts.
 - 17.2. Overhauling of compressor, pumps, gear boxes and components.
 - 17.3. Rewinding and reconditioning of motors, solenoids, transformers, holding coils, etc..
 - 17.4. Replacement of compressor shaft seals.
 - 17.5. Major dismantling, installation, disassembly, assembly, alignment and re-installation of equipment and accessories requiring additional personnel from the Contractor.
 - 17.6. Major leak testing requiring the use of contractor-supplied nitrogen gas.
 - 17.7. De-scaling, cleaning and leak testing of condenser and cooler tubes.
 - 17.8. Vacuuming and dehydration of the refrigerant system due to overhauling works.

17.9. Rewiring of electrical and/or electronic controls and accessories of the chillers.

17.10. Extensive water and air balancing.

17.11. Any works that necessitate additional personnel from the Contractor and other significant work not included under Operation and Preventive Maintenance Services.

18. All preventive maintenance services and repair works shall be performed during working hours and within the shifting schedules. Any services beyond said schedules will be considered as overtime works. Overtime cost/compensation for Sundays schedule shall be automatically included in the monthly contract cost/billing. PICC shall compensate for any works rendered by the Contractor and approved by PICC beyond the shifting schedules.

19. The Contractor shall immediately survey and evaluate the cause and extent of damage of any equipment covered by the scope of work and shall inform/advise promptly the PICC verbally and in writing for the necessary repair works.

20. The Contractor's personnel to be assigned at PICC shall have no employee-employer relation with PICC. The PICC shall not in any way be responsible for claims for personal injury, wages and other employee benefits, and other claims for damages including death of its personnel and third parties brought in by the Contractor or by its employees for the performance of duties specified herein or not.

21. The Contractor shall provide its personnel with uniform that is acceptable to and approved by PICC, being an international convention center.

III. GENERAL PROVISION

1. The Contractor warrants that its personnel and/or representatives to be assigned shall comply with and submit themselves to the PICC' policies, procedures, rules and regulation concerning security, safety, health/Covid-19 protocols, environmental protection, energy conservation, coordination system, materials and parts issuance, etc.

2. The Contractor must submit NBI/Police Clearance and RT-PCR test certification of negative result in Covid-19 infection of each assigned personnel to be assigned at the PICC.

3. The Contractor's personnel should wear its company uniform/ID and facemask and practice social distancing at all times in the PICC premises.

4. This Contract/Scope of Work and its conditions shall be binding and effective for a period of two (2) years and maybe extended on a month-

to-month basis up to allowable period at the option of PICC, and upon mutual consent/agreement.

5. It is agreed that in the event a breach of contract is committed by the Contractor, PICC shall have the option to terminate this Contract and claim damages against the Contractor for loss or injury incurred due to such breach.

IV. TERMINATION OF CONTRACT:

In addition to the termination clause and prohibition under General Provisions, this contract/scope of services shall be terminated by PICC if the Contractor has rendered services below satisfactory performance rating for two consecutive or accumulated occasions or monthly periods.

Commission of any of the following shall be considered "poor performance rating":

1. Non-completion of monthly services as required under Specific Activities and Work Conditions.
2. One-time sabotage of operation or intentional non-operation of water chiller/s and/or any other equipment without approval from Mechanical Services and/or valid cause.
3. Three (3) times failure to respond from an emergency trouble call within 24-hour from receipt of phone call on monthly basis.
4. Any rendition of works that resulted to three (3) written warnings within one monthly period from the Office of Mechanical Services due to fair or poor workmanship.

Further, the Contractor shall not be paid for any rendition of monthly services below satisfactory performance rating. The contractor shall be given written warning for the first periodic/monthly offense of unsatisfactory performance and shall be penalized immediately by way of non-payment for monthly services for the subject period.

However, it shall be enough ground for PICC to terminate the contract without warning if the Contractor rendered any service or maintenance work that resulted to mechanical explosion and equipment damage, electrical explosion resulting to tripping off of equipment circuit breaker and the sub-station main circuit breakers with or without damage, and any damage to events resulting to pull-out of clients from PICC and/or clients filing of case against PICC in any competent court.

STATEMENT OF COMPLIANCE

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.

Note:

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.

***Section VIII. Checklist of Technical and
Financial Documents***

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 **Two (2) – Year Contract for the Daily Operation and Preventive Maintenance Service of PICC’ Centralized Air-conditioning System** sum of:

TOTAL CONTRACT RATE: INCLUSIVE OF VALUE ADDED TAX (VAT)
_____ (P _____)
(Amount in Words) (Amount in figures)

or the total calculated bid price, as evaluate 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 (see attached),

If our Bid is accepted, we undertake:

- a. to deliver the services in accordance with the 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: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Certified Photocopy of the Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); if any of the documents mentioned in Annex "A" is not current, the new document should be submitted **Or** in case of expired PhilGEPS Registration Certificate (Platinum Membership);
- (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).

Provided, that the current PhilGEPS Registration Certificate (Platinum Membership) shall be part of the post-qualification documents to be submitted by the Lowest Calculated Bidder

Technical Documents

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Fully accomplished Section VI (Schedule of Delivery Requirements) and Section VII (Technical Specifications), signed on each and every page; **and**
- (i) 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

- (j) 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 immediately preceding calendar year; **and**
- (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.

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
- (n) Original of duly signed and accomplished Price Schedule or Bill of Quantities

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

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

SINGLE LARGEST COMPLETED CONTRACT
WHICH IS SIMILAR TO THE CONTRACT TO BE BID

Business Name:
Business Address:

Name of Contract	a. Owner' Name			Nature of Item/Service	a. Amount of Award			a. Date Awarded		
	b. Address	c. Telephone Nos.			b. Amount at Completion	c. Duration		b. Contract Effectivity	c. Date Completed	

Note: This statement shall be supported with:

- 1. Contract
- 2. Certificate of Completion and Acceptance or Official Receipt/s or Sales Invoice issued for the contract

Note: The Single Largest Completed Contract shall be completed within the last five (5) years from the date of submission and receipt of bids, that is similar to the contract to be bid, the amount of which shall be at least fifty percent (50%) of the ABC.

Submitted by:

Printed Name & Signature

Designation:

Date:

Name of the Project: **Two (2) – Year Contract for the Daily Operation and Preventive Maintenance Service of PICC’ Centralized Air-conditioning System**

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached Income Tax Return and Audited Financial Statement, stamped “RECEIVED” by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20_____
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	
7	Value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.

NFCC = P _____

The values of the bidder’s current assets and current liabilities shall be based on the data submitted to the BIR.

or

A committed Line of Credit, in an amount to at least ten percent (10%) of the ABC, issued by a Universal of Commercial Bank.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date: _____

Note:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

BID SECURING DECLARATION FORM

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

x-----x

BID SECURING DECLARATION Invitation to Bid: *[Insert Reference number]*

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

I/We², 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 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 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;
 - (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.

² Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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'S 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. _____ and his/her Community Tax Certificate 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. _____

Page No. _____

Book No. _____

Series of _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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. 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*

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]