

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
 - (b) Drawing up or using forged documents;
 - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
 - (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;

- (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
 - (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
 - (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
 - (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
 - (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
 - (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is Philippine Ports Authority (PPA).
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is The Government of the Philippines (GOP) through the Corporate Budget of the Philippine Ports Authority for CY 2020 in the amount of TWELVE MILLION PESOS (Php12,000,000.00) .
1.1(k)	The Project Site is at PPA Head Office with address at PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila.
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is: Atty. MARK JON S. PALOMAR Chairperson Bids and Awards Committee for the Procurement of Goods And Consultancy Services (BAC-PGCS) Philippine Ports Authority PPA Building, Bonifacio Drive South Harbor, Port Area, Manila Telephone No. 5278356 local 539
6.2	Delivery and Documents – 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: <i>For Goods Supplied from Abroad:</i> The delivery terms applicable to the Contract are DDP delivered to Philippine Ports Authority Head Office, Manila . In accordance with INCOTERMS. <i>For Goods Supplied from Within the Philippines:</i> The delivery terms applicable to this Contract are delivered to Philippine Ports Authority Head Office, Manila . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

For Goods supplied from within the Philippines:

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;
- (iii) Original Supplier's factory inspection report;

- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is **to be designated**.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

Select appropriate requirements and delete the rest.

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

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

Spare Parts –

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

Select appropriate requirements and delete the rest.

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

The spare parts 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 spares for the Goods for a period of **ten (10) years**.

Other spare parts and components shall be supplied as promptly as possible. .

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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.

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

Transportation –

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.

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.

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* in accordance with GCC Clause 22.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP

	<p>Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent 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>
10.4	Payment shall be made in Philippine currency.
10.5	Payment using LC is not allowed.
11.3	<p>Payment of 65% of the contract price shall be made after Delivery Inspection and acceptance of the fifty one (51) Brand New Air Conditioning Units.</p> <p>Payment of the remaining 35% of the contract price shall be made after Installation and Commissioning of the fifty one (51) Brand New Air Conditioning Units.</p> <p>An inspection and acceptance report must be duly accomplished by the procuring entity for purposes of payment.</p>
13.4(c)	No further instructions.
16.1	No further instructions.
17.3	From the date of delivery and acceptance of the products, the prospective bidder shall warrant that the products are free from defects in materials and workmanship and shall undertake repair or replacement of any part (s) or portion of the equipment without cost to the government. Warranty period shall be at least five (5) years on compressor and one (1) year on parts and service.
17.4	During the warranty period, the supplier shall, within seventy two (72) hours from notice, replace or repair the defective goods or parts thereof at no cost to PPA.
21.1	If the supplier is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Units	Delivered, Weeks/Months
	Supply, Delivery, Installation and Commissioning of Air Conditioning Units for Philippine Ports Authority Head Office	51	Units	Within 60 calendar days from receipt by the winning bidder of the Notice to Proceed

Section VII. Technical Specifications

Technical Specifications

			Statement of Compliance
Item		Specification	<p>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</p>

			evaluation liable for rejection. A statement either in the Bidders 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 provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).
	Supply, Delivery, Installation and Commissioning of Air Conditioning Units for Philippine Ports Authority Head Office		
	SCOPE OF WORK		
	The Supply, Delivery, Installation and Commissioning of the Air Conditioning Units shall cover the following:		
	Labor (transportation, mobilization and demobilization, field allowance and other incidental expenses of technicians). The work shall include the furnishing of equipment, materials, tools, scaffoldings, transportation, labor, supervision, and other services required to install, complete, test and make the installed air-conditioning units operational as described. It also shall involve the dismantling and turnover of existing air-conditioning units to PPA.		
	Materials (copper piping installations and insulations, welding job and other incidental materials). To supply and install the manufacturer's refrigerant, piping system and re-use condensate drain lines, if applicable, including the necessary insulations and hangers. To supply and install the electrical wiring connections from the supply outlet provided by PPA.		
	Maintenance and Support		
	a. During the warranty period, the winning bidder shall provide highly technical personnel to service all the Air-conditioning Units; including its compressors, components/peripherals whenever hardware and/or any related problem should occur.		
	b. Winning bidder must have a local service center.		
	c. On call support should be available every working day.		

	d. On hardware repair, testing shall be done on-site to know the extent of the problem.				
	e. The winning bidder must shoulder all expenses of the technician(s) who will be providing the technical services on-site during the warranty period.				
TECHNICAL SPECIFICATIONS					
	Item No.	Details			Quantity
	1	Inverter Wall Mounted Type Air-Conditioning Equipment (1.5 Hp)	Unit Model	Inverter	11
			Unit Type	Wall Mounted	
			Cooling Capacity	1,990 – 14,770	
			Power Supply (V/Ph/Hz)	220/1/60	
			Power Consumption (Kw)	0.14 – 1.040	
			Type of Control	Wireless Remote	
			Air Filter	Washable	
			Refrigerant Type	R-32	
	2	Inverter Wall Mounted Type Air-Conditioning Equipment (2.0 Hp)	Unit Model	Inverter	15
			Unit Type	Wall Mounted	
			Cooling Capacity	3,400-20,382	
			Power Supply (V/Ph/Hz)	220/1/60	
			Power Consumption (Kw)	0.23 – 1.72	
			Type of Control	Wireless Remote	
			Air Filter	Washable	
			Refrigerant Type	R-32	
	3	Inverter Wall Mounted Type Air-Conditioning Equipment (2.5 Hp)	Unit Model	Inverter	10
			Unit Type	Wall Mounted	
			Cooling Capacity	1,867 – 24,003	
			Power Supply (V/Ph/Hz)	220/1/60	
			Power Consumption (Kw)	0.14 – 2.60	

			Type of Control	Wireless Remote		
			Air Filter	Washable		
			Refrigerant Type	R-32		
	4	Inverter Ceiling Mounted Type Air-Conditioning Equipment 3.0 TR (4.0 Hp)	Unit Model	Inverter	5	
			Unit Type	Ceiling Mounted		
			Cooling Capacity	10,897 – 36,005		
			Power Supply (V/Ph/Hz)	220/1/60		
			Power Consumption (Kw)	1.20 – 3.52		
			Type of Control	Wireless Remote		
			Air Filter	Washable		
			Refrigerant Type	R-32		
	5	Inverter Ceiling Mounted Type Air-Conditioning Equipment 5.0 TR (6.0 Hp)	Unit Model	Inverter	3	
			Unit Type	Ceiling Mounted		
			Cooling Capacity	17,632 – 61,008		
			Power Supply (V/Ph/Hz)	220/1/60		
			Power Consumption (Kw)	1.90 – 5.77		
			Type of Control	Wireless Remote		
			Air Filter	Washable		
			Refrigerant Type	R-32		
	6	Inverter Floor Mounted Type Air-Conditioning Equipment 5.0 TR (6.0 Hp)	Unit Model	Inverter	4	
			Unit Type	Floor Mounted		
			Cooling Capacity	21,200 – 52,900		
			Power Supply (V/Ph/Hz)	220/1/60		
			Power Consumption (Kw)	1.90 – 5.77		
			Type of Control	Wireless Remote		
			Air Filter	Washable		

			Refrigerant Type	R-32		
	7	Inverter Ceiling Mounted Cassette Type Air-Conditioning Equipment 3.5 TR (5.0 Hp)	Unit Model	Inverter	1	
			Unit Type	Ceiling Mounted Cassette		
			Cooling Capacity	19,500 – 47,800		
			Power Supply (V/Ph/Hz)	220/1/60		
			Power Consumption (Kw)	1.90 – 5.77		
			Type of Control	Wireless Remote		
			Air Filter	Washable		
			Refrigerant Type	R-32		
	8	Inverter Ceiling Mounted Cassette Type Air-Conditioning Equipment 5 TR (6.0 Hp)	Unit Model	Inverter	2	
			Unit Type	Ceiling Mounted Cassette		
			Cooling Capacity	21,200 – 52,900		
			Power Supply (V/Ph/Hz)	220/1/60		
			Power Consumption (Kw)	1.90 – 5.77		
			Type of Control	Wireless Remote		
			Air Filter	Washable		
			Refrigerant Type	R-32		
REFRIGERANT PIPING						
	a. Copper Pipes – Use manufacturer’s standard thickness of pipes, preferably Type L;					
	b. Insulation – closed cell elastomeric rubber with thickness of 1” Gas Line and ¾” for Liquid Line;					
	c. Copper Elbow – Long Radius;					
	d. Wrap refrigerant pipes with polyethylene tape.					
ELECTRICAL CONTROL LINES						
	a. Liquid Tight Flexible Conduit from ACCU to Service Circuit Breaker. Use Liquid Tight fitting connections;					
	b. ACCU Service Circuit Breakers must be Common Trip Bolt-on type;					
	c. Wires – Stranded THWN or THHN					

DRAIN LINES	
	Re-use the existing drain lines, if applicable.
TESTING AND COMMISSIONING	
	a. Refrigerant pipes should be leak tested using nitrogen gas for a minimum of 24 hrs. at 50% more than the operating pressure (1.5 x the operating pressure) but not to exceed 600 psig prior to opening of serves valves;
	b. Dehydration of system using suitable vacuum pump should be done at a minimum of 2 hours;
	c. During the start-up of unit, conduct readings on voltage, amperage and system pressure. Reading should be within the norms prescribed by the manufacturer as indicated in the start-up form;
	d. During the testing and commissioning set the unit thermostat temperature at 22 or 23°C and conduct readings on FCU and ACCU air discharge temperature, ambient temperature, system pressure readings, unit amperage and line voltage for a minimum of 6 hours;
	e. Qualified Technician should fill up properly the start-up of every unit by showing all the readings taken during the testing and commissioning;
	f. Testing and commissioning should be done in the presence of PPA representative.
REQUIREMENTS OF LICENSES	
	The installation provided for and specified herein shall comply with laws and regulations of the city of Manila and any government agency having jurisdiction. All necessary permits and other requirements shall be secured and for the account of the winning Bidder. Said requirements shall be turned-over to PPA upon project completion.
OBLIGATIONS AND RESPONSIBILITIES	
The Contractor/Supplier	
	a. The principal features of the work do not in any way limit the responsibilities of the Winning Bidder to the general description of his scope of work. He shall perform all the work fully and make the units operational.
	b. All work mentioned herein must be under the full time supervision and direction of a Mechanical Engineer who shall be designated Project-In-Charge of the winning Bidder. He shall report on a weekly basis the status/progress of the project or as agreed upon and shall be responsible for all coordination works with PPA's authorized representative/s.
	c. The Supplier shall observe the required standards for safety and procedures and that accidents at the work site shall be his responsibility and shall free PPA from any liability from said accident/s.
	d. The Supplier shall assign a DOLE-certified Safety Officer to oversee the implementation of the project and all its workers shall be equipped with Personal Protective Equipment (PPE)

	during the course of the work. Cost of PPEs shall be borne by the Contractor/Supplier.				
	e. The Supplier shall protect adjacent areas against any damage resulting from the works during the execution of the project. Any damage shall be repaired and restored to its original condition at no additional cost to PPA.				
	f. During the Warranty Period, the winning bidder shall deploy highly technical personnel to service the air-conditioning units; including its compressors, components/peripherals whenever hardware and/or any related problem occurs. On-call support must be available every working day.				
	g. On hardware repair, testing shall be done on-site to know the extent of the problem.				
DELIVERY AND INSTALLATION					
	The item subject of the contract shall be delivered to the four (4) locations, as follows:				
	a. PPA Head Office PPA Corporate Bldg., Bonifacio Drive, South Harbor, Port Area, Manila				
	b. PPA Training Institute PPATI Bldg., Roberto S. Oca St., South Harbor, Port Area, Manila				
	c. PPA GAD Center Gate 6, Bonifacio Drive, South Harbor, Port Area, Manila				
	d. PPA Head Office Records Storage Facility (RSF) Gate 1, South Harbor, Port Area, Manila				
	Specifically, the work shall involve the following:				
	a. To dismantle and turn-over to PPA then existing air-conditioning units.				
	b. To supply, deliver and install the following Air-conditioning units at the locations indicated:				
	Location		Description	Quantity	
	Ground Floor	Treasure (1) & Tel./Hub Room (1)	1 TR (1.5 Hp) INVENTER Wall Mounted Type Air Conditioner	11	
	Mezzanine Floor	ASD (1)			
	3 rd Floor	Hub Room (1)			
	4 th Floor	DSD (2), PPDD (1) & Hub Room (1)			
	5 th Floor	IAD (2)			
	6 th Floor	AGMO (1)			
	Ground Floor	COA (1) & Treasury (1)	1.5 TR (2.0 Hp) INVENTER Wall Mounted Type Air Conditioner	15	
	Mezzanine Floor	PANTALAN (1) & PPAEDCO (1)			

	3 rd Floor	CSD (1) & HRMD (1)			
	4 th Floor	PCMD (1), DSD (2) & PPDD (1)			
	5 th Floor	CPD (1) ICTD (3) & Tel./Hub Room (1)			
	4 th Floor	PCMD (2)	2 TR (2.5 Hp) INVERTER Wall Mounted Type Air Conditioner	10	
	5 th Floor	ICTD (1) & IAD (1)			
	6 th Floor	AGMO (2)			
	7 th Floor	Executive Lounge Pantry (1)			
	RSF	HRMD Files Storage Room (2)			
	PPATI	Male Dorm Room 4 (1)			
	Ground Floor	Treasury(1)	3 TR (4.0 Hp) INVERTER Ceiling Mounted Type Air Conditioner	5	
	Mezzanine Floor	PMSODD (2)			
	PPATI	Male & Female Dorm Dining Hall (2)			
	Ground Floor	Lobby (1)	3.5 TR (5.0 Hp) INVERTER Ceiling Mounted Cassette Type Air Conditioner	1	
	3 rd Floor	ISAS (1)	5 TR (6.0 Hp) INVERTER Ceiling Mounted Type Air Conditioner	3	
	5 th Floor	ICTD Server Room (2)			
	Ground Floor	Lobby (1)	5 TR (6.0 Hp) INVERTER Floor Mounted Type Air Conditioner	4	
	PPATI	PPD (1)			
	GAD Center	Lobby & Conference Room (2)			
	GAD Center	Multi-Purpose/Dining Hall (2)	5 TR (6.0 Hp) INVERTER Ceiling Cassette Type air Conditioner	2	
			Total	51	
WARRANTY					

	<p>From the date of delivery and acceptance of the products, the prospective bidder shall warrant that the products are free from defects in materials and workmanship and shall undertake repair or replacement of any part(s) or portion of the equipment without cost to the government. Warranty period shall be at least five (5) years on compressor and one (1) year on parts and service.</p>	
	<p>During the warranty period, the supplier shall, within seventy two (72) hours from notice, replace or repair the defective goods or parts thereof at no cost to PPA.</p>	
	<p>OTHER REQUIREMENTS</p>	
	<p>All other provisions stated in the Terms of Reference not indicated herein.</p>	

TERMS OF REFERENCE

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AIR CONDITIONING UNITS FOR PHILIPPINE PORTS AUTHORITY HEAD OFFICE

This Terms of Reference (TOR) describe the technical description and other terms and conditions for the procurement of Air Conditioning Units for Philippine Ports Authority (PPA) Head Office.

1. PROJECT BACKGROUND

Under P.D 857, as amended, Philippine Ports Authority (PPA) is tasked to undertake the planning, development, financing, construction and operation of ports and port districts throughout the country; with the end view of enhancing the quality of services. PPA undertakes to enhance and improve its services by providing comfort and convenience to the employees, staff and the general public by providing sufficient and environment friendly cooling system in their offices.

2. OBJECTIVES

The PPA Head Office in its effort to ensure the comfort and convenience of its employees, staff, and the general public during renovation of the building which is expected to commence project implementation on the third month of this year, desires to procure Fifty-One (51) Brand New Air Conditioning Units.

3. SCOPE OF WORK

The Supply, Delivery, Installation and Commissioning of the air-conditioning units shall cover the following:

- 3.1. Labor** (transportation, mobilization and demobilization, field allowance, and other incidental expenses of technicians). The work shall include the furnishing of equipment, materials, tools, scaffoldings, transportation, labor, supervision, and other services required to install, complete, test and make the installed air-conditioning units operational as described. It also shall involve the dismantling and turnover of existing air-conditioning units to PPA.
- 3.2. Materials** (copper piping installations and insulations, welding job and other incidental materials). To supply and install the manufacturer's refrigerant piping system and re-use condensate drain lines, if applicable, including the necessary insulations and hangers. To supply and install the electrical wiring connections from the supply outlet provided by PPA.

3.3. Maintenance and Support

- a. During the warranty period, the winning bidder shall provide highly technical personnel to service all the Air-conditioning Units; including its compressors, components/peripherals whenever hardware and/or any related problem should occur.
- b. Winning bidder must have a local service center.
- c. On call support should be available every working day.
- d. On hardware repair, testing shall be done on-site to know the extent of the problem.
- e. The winning bidder must shoulder all expenses of the technician(s) who will be providing the technical services on-site during the warranty period.

4. PROJECT DESCRIPTION

4.1. Project Duration

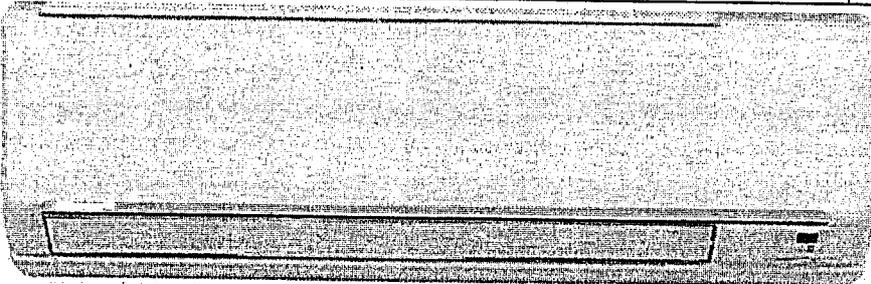
The successful bidder must be able to supply and install the required units of Air-Conditioners including the refrigerant piping system and condensate drain lines and the necessary insulations and hangers, electrical wiring connections from the supply outlet provided by PPA which include power and control wirings and interlocks with the thermostat control within **SIXTY (60) CALENDAR DAYS** from receipt of the Notice to Proceed (NTP).

4.2. Approved Budget of the Contract

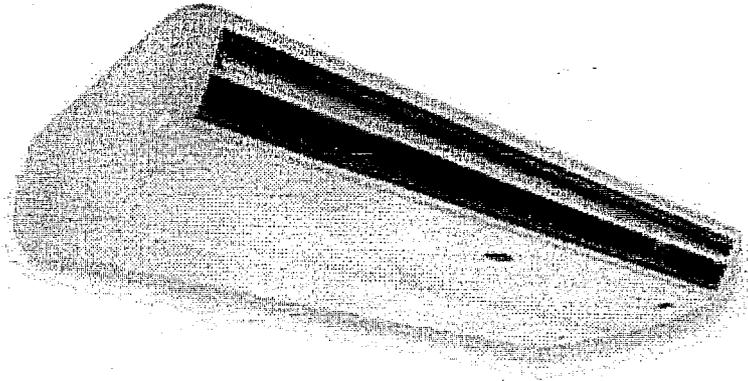
The Approved Budget for the Contract (ABC) is **TWELVE MILLION PESOS ONLY (Php 12,000,000.00)** in Philippine Currency inclusive of 12% VAT.

5. TECHNICAL SPECIFICATIONS

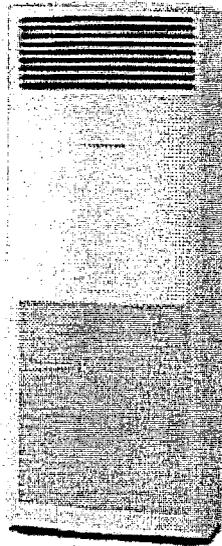
ITEM NO.	DETAILS		QUANTITY
1	INVERTER WALL MOUNTED TYPE AIR-CONDITIONING EQUIPMENT (1.5Hp)	Unit Model	Inverter
		Unit Type	Wall Mounted
		Cooling Capacity	1,990 – 14, 770
		Power Supply (V/Ph/Hz)	220/1/60
		Power Consumption (Kw)	0.14 – 1.040
		Type of Control	Wireless Remote
		11	

		Air Filter	Washable	
		Refrigerant Type	R-32	
2	INVERTER WALL MOUNTED TYPE AIR-CONDITIONING EQUIPMENT (2.0 Hp)	Unit Model	Inverter	15
		Unit Type	Wall Mounted	
		Cooling Capacity	3,400 – 20,382	
		Power Supply (V/Ph/Hz)	220/1/60	
		Power Consumption (Kw)	0.23 – 1.72	
		Type of Control	Wireless Remote	
		Air Filter	Washable	
		Refrigerant Type	R-32	
3	INVERTER WALL MOUNTED TYPE AIR-CONDITIONING EQUIPMENT (2.5 Hp)	Unit Model	Inverter	10
		Unit Type	Wall Mounted	
		Cooling Capacity	1,867 – 24,003	
		Power Supply (V/Ph/Hz)	220/1/60	
		Power Consumption (Kw)	0.14 – 2.60	
		Type of Control	Wireless Remote	
		Air Filter	Washable	
		Refrigerant Type	R-32	
				
4	INVERTER CEILING MOUNTED TYPE AIR-CONDITIONING EQUIPMENT 3.0 TR (4.0 Hp)	Unit Model	Inverter	5
		Unit Type	Ceiling Mounted	
		Cooling Capacity	10,897 – 36,005	
		Power Supply (V/Ph/Hz)	220/1/60	
		Power Consumption (Kw)	1.20 – 3.52	
		Type of Control	Wireless Remote	
		Air Filter	Washable	
		Refrigerant Type	R-32	

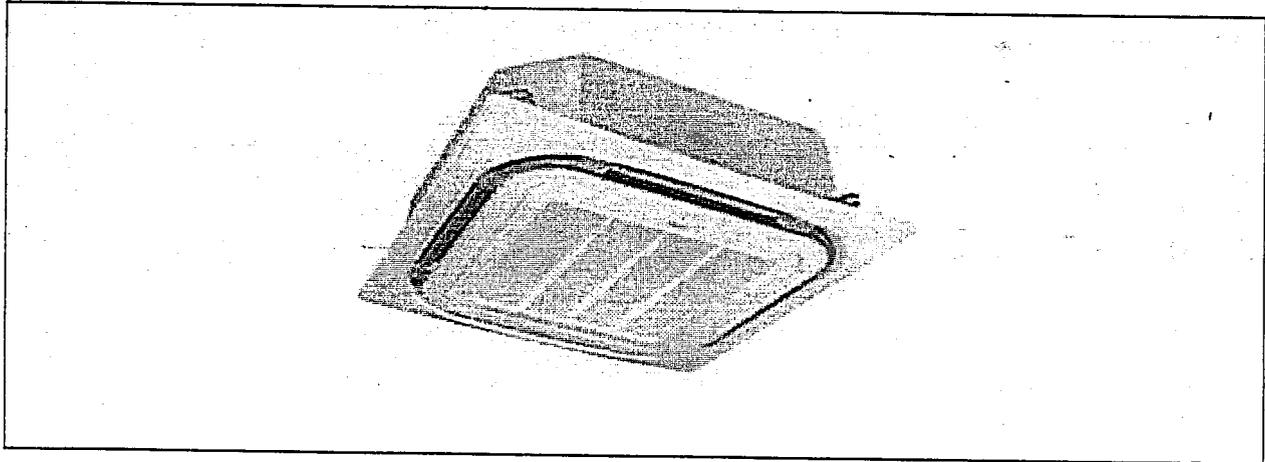
5	INVERTER CEILING MOUNTED TYPE AIR-CONDITIONING EQUIPMENT 5.0 TR (6.0 Hp)	Unit Model	Inverter	3
		Unit Type	Ceiling Mounted	
		Cooling Capacity	17,632 – 61,008	
		Power Supply (V/Ph/Hz)	220/1/60	
		Power Consumption (Kw)	1.90 – 5.77	
		Type of Control	Wireless Remote	
		Air Filter	Washable	
		Refrigerant Type	R-32	



6	INVERTER FLOOR MOUNTED TYPE AIR-CONDITIONING EQUIPMENT 5.0 TR (6.0 Hp)	Unit Model	Inverter	4
		Unit Type	Floor Mounted	
		Cooling Capacity	21,200 – 52,900	
		Power Supply (V/Ph/Hz)	220/1/60	
		Power Consumption (Kw)	1.90 – 5.77	
		Type of Control	Wireless Remote	
		Air Filter	Washable	
		Refrigerant Type	R-32	



7	INVERTER CEILING MOUNTED CASSETTE TYPE AIR-CONDITIONING EQUIPMENT 3.5 TR (5.0 Hp)	Unit Model	Inverter	1
		Unit Type	Ceiling Mounted Cassette	
		Cooling Capacity	19,500 – 47,800	
		Power Supply (V/Ph/Hz)	220/1/60	
		Power Consumption (Kw)	1.90 – 5.77	
		Type of Control	Wireless Remote	
		Air Filter	Washable	
		Refrigerant Type	R-32	
8	INVERTER CEILING MOUNTED CASSETTE TYPE AIR-CONDITIONING EQUIPMENT 5 TR (6.0 Hp)	Unit Model	Inverter	2
		Unit Type	Ceiling Mounted Cassette	
		Cooling Capacity	21,200 – 52,900	
		Power Supply (V/Ph/Hz)	220/1/60	
		Power Consumption (Kw)	1.90 – 5.77	
		Type of Control	Wireless Remote	
		Air Filter	Washable	
		Refrigerant Type	R-32	



5.1. Refrigerant Piping

- a. Copper Pipes – Use manufacturer's standard thickness of pipes, preferably Type L;
- b. Insulation – closed cell elastomeric rubber with thickness of 1" Gas Line and $\frac{3}{4}$ " for Liquid Line;
- c. Copper Elbow – Long Radius;
- d. Wrap refrigerant pipes with polyethylene tape.

5.2. Electrical Control Lines

- a. Liquid Tight Flexible Conduit from ACCU to Service Circuit Breaker. Use Liquid Tight fitting connections;
- b. ACCU Service Circuit Breakers must be Common Trip Bolt-on type;
- c. Wires – Stranded THWN or THHN.

5.3. Drain Lines

Re-use the existing drain lines, if applicable.

5.4. Testing and Commissioning

- a. Refrigerant pipes should be leak tested using nitrogen gas for a minimum of 24 hrs. at 50% more than the operating pressure (1.5 x the operating pressure) but not to exceed 600 psig prior to opening of service valves;
- b. Dehydration of system using suitable vacuum pump should be done at a minimum of 2 hours;

- c. During the start-up of unit, conduct readings on voltage, amperage and system pressure. Reading should be within the norms prescribed by the manufacturer as indicated in the start-up form;
- d. During the testing and commissioning set the unit thermostat temperature at 22 or 23°C and conduct readings on FCU and ACCU air discharge temperature, ambient temperature, system pressure readings, unit amperage and line voltage for a minimum of 6 hours;
- e. Qualified Technician should fill up properly the start-up form of every unit by showing all the readings taken during the testing and commissioning;
- f. Testing and commissioning should be done in the presence of PPA representative.

6. Requirements of licenses

The installation provided for and specified herein shall comply with laws and regulations of the city of Manila and any government agency having jurisdiction. All necessary permits and other requirements shall be secured and for the account of the winning Bidder. Said requirements shall be turned-over to PPA upon project completion.

7. OBLIGATIONS AND RESPONSIBILITIES:

7.1. The Contractor/Supplier

- a. The principal features of the work do not in any way limit the responsibilities of the Winning Bidder to the general description of his scope of work. He shall perform all the work fully and make the units operational.
- b. All work mentioned herein must be under the full time supervision and direction of a Mechanical Engineer who shall be designated Project-In-Charge of the winning Bidder. He shall report on a weekly basis the status/progress of the project or as agreed upon and shall be responsible for all coordination works with PPA's authorized representative/s.
- c. The Supplier shall observe the required standards for safety and procedures and that accidents at the work site shall be his responsibility and shall free PPA from any liability arising from said accident/s.

- d. The Supplier shall assign a DOLE-certified Safety Officer to oversee the implementation of the project and all its workers shall be equipped with Personal Protective Equipment (PPE) during the course of the work. Cost of PPEs shall be borne by the Contractor/Supplier.
- e. The Supplier shall protect adjacent areas against any damage resulting from the works during the execution of the project. Any damage shall be repaired and restored to its original condition at no additional cost to PPA.
- f. During the Warranty Period, the winning bidder shall deploy highly technical personnel to service the air-conditioning units; including its compressors, components/peripherals whenever hardware and/or any related problem occurs. On-call support must be available every working day.
- g. On hardware repair, testing shall be done on-site to know the extent of the problem.

7.2. PPA

- a. PPA shall grant the Supplier's authorized representative/s limited access to the designated office of PPA to perform its duties and responsibilities under the Contract, provided that such representative/s shall be accompanied by the duly assigned personnel.
- b. PPA or its Authorized Representative reserves the right to make minor changes in details of works and materials as may deemed necessary to fully implement the requirements of the Contract.

8. DELIVERY AND INSTALLATION

- 8.1. The item subject of the contract shall be delivered to the four (4) locations, as follows:
 - a. PPA Head Office
PPA Corporate Bldg., Bonifacio Drive, South Harbor, Port Area, Manila
 - b. PPA Training Institute
PPATI Bldg., Roberto S. Oca St., South Harbor, Port Area, Manila
 - c. PPA GAD Center
Gate 6, Bonifacio Drive, South Harbor, Port Area, Manila

d. PPA Head Office Records Storage Facility (RSF)
Gate 1, South Harbor, Port Area, Manila

8.2. Specifically, the work shall involve the following:

- a. To dismantle and turn-over to PPA then existing air-conditioning units.
- b. To supply, deliver and install the following Air-conditioning units at the locations indicated:

LOCATION		DESCRIPTION	QUANTITY
Ground Floor	Treasury (1) & Tel./Hub Room (1)	1 TR (1.5 Hp) INVERTER Wall Mounted Type Air Conditioner	11
Mezzanine Floor	ASD (1)		
3 RD Floor	Hub Room (1)		
4 th Floor	DSD (2), PPDD (1) & Hub Room (1)		
5 th Floor	IAD (2)		
6 th Floor	AGMO (1)		
Ground Floor	COA (1) & Treasury (1)	1.5 TR (2.0 Hp) INVERTER Wall Mounted Type Air Conditioner	15
Mezzanine Floor	PANTALAN (1) & PPAEDCO (1)		
3 RD Floor	CSD (1) & HRMD (1)		
4 TH Floor	PCMD (1), DSD (2) & PPDD (1)		
5 TH Floor	CPD (1), ICTD (3) & Tel./Hub Room (1)		
4 th Floor	PCMD (2)	2 TR (2.5 Hp) INVERTER Wall Mounted Type Air Conditioner	10
5 th Floor	ICTD (1) & IAD (1)		
6 th Floor	AGMO (2)		
7 th Floor	Executive		

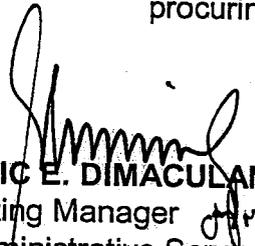
	Lounge Pantry (1)		
RSF	HRMD Files Storage Room (2)		
PPATI	Male Dorm Room 4 (1)		
Ground Floor	Treasury (1)	3 TR (4.0 Hp) INVERTER Ceiling Mounted Type Air Conditioner	5
Mezzanine Floor	PMSODD (2)		
PPATI	Male & Female Dorm Dining Hall (2)		
Ground Floor	Lobby (1)	3.5 TR (5.0 Hp) INVERTER Ceiling Cassette Type Air Conditioner	1
3 rd Floor	ISAS (1)	5 TR (6.0 Hp) INVERTER Ceiling Mounted Type Air Conditioner	3
5 th Floor	ICTD Server Room (2)		
Ground Floor	Lobby (1)	5 TR (6.0 Hp) INVERTER Floor Mounted Type Air Conditioner	4
PPATI	PPD (1)		
GAD Center	Lobby & Conference Room (2)		
GAD Center	Multi-Purpose/Dining Hall (2)	5 TR (6.0 Hp) INVERTER Ceiling Cassette Type Air Conditioner	2
		TOTAL	51

9. WARRANTY

- 9.1. From the date of delivery and acceptance of the products, the prospective bidder shall warrant that the products are free from defects in materials and workmanship and shall undertake repair or replacement of any part(s) or portion of the equipment without cost to the government. Warranty period shall be at least five (5) years on compressor and one (1) year on parts and service.
- 9.2. During the warranty period, the supplier shall, within seventy two (72) hours from notice, replace or repair the defective goods or parts thereof at no cost to PPA.

10. PAYMENT

- 10.1. Payment of 65% of the contract price shall be made after Delivery, Inspection and acceptance of the fifty one (51) Brand New Air Conditioning Units.
- 10.2. Payment of the remaining 35% of the contract price shall be made after Installation and Commissioning of the fifty one (51) Brand New Air Conditioning Units.
- 10.3. An inspection and acceptance report must be duly accomplished by the procuring entity for purposes of payment.



ERIC E. DIMACULANGAN
Acting Manager
Administrative Services Department

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Bid Form

Date: _____
Invitation to Bid¹ N°: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform the *[Name of Project]* in conformity with the said Bidding Documents for the sum of *(total bid amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:²

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

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 as per **ITB** Clause 5 of the Bidding Documents.

¹ If ADB, JICA and WB funded projects, use IFB.

² Applicable only if the Funding Source is the ADB, JICA or WB.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of [Name of Bidder], has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the [Name of Project] of the [Name of Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for the [Name of Project] of the [Name of the Procuring Entity].*

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Abroad

Name of Bidder _____ Invitation to Bid³ Number ____ Page ____ of _____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

³ If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Within the Philippines

Name of Bidder _____ . Invitation to Bid Number __. Page of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
PPA Building, Bonifacio Drive, South Harbor,
Port Area, Manila, Philippines

CONTRACT

FOR THE _____

This Contract made and entered into this _____ day of _____ 2019,
in Manila, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY, a government instrumentality created under Presidential Decree No. 857, as amended, with principal office at PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila, represented herein by its duly authorized General Manager, **JAY DANIEL R. SANTIAGO**, and hereinafter referred to as "PPA";

- and -

_____, duly organized and existing in accordance with Philippine laws, with office and business address at _____, represented in this act by its _____, as evidenced by _____, a copy of which is hereto attached and made an integral part hereof as Annex "1", and hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, in accordance with Republic Act No. 9184 and its 2016 Implementing Rules and Regulations (IRR), PPA advertised and posted on the PPA website and PhilGEPS, as well as on its bulletin board, an Invitation to Bid for the _____;

WHEREAS, in response to the said advertisement _____ bidders submitted their respective bids for the foregoing project;

WHEREAS, after the opening of bids on _____ and the conduct of bid evaluation and post-qualification, the bid submitted by the SUPPLIER at its unit and lump sum prices set forth in its proposal was found to be the _____ Bid in the amount of _____ PESOS (), Philippine Currency;

WHEREAS, pursuant to Head Office BAC Resolution No. _____ Series of _____, award of contract was made to the SUPPLIER in a Notice of Award dated _____, in the amount of _____ PESOS (), after submission of the required documents within the prescribed period and compliance to the conditions stipulated in the IRR;

WHEREAS, the SUPPLIER duly accepted the award by signing its Conforme on the said Notice of Award;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual stipulations herein contained, PPA and the SUPPLIER have agreed, as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the attached Contract Documents.
2. The following documents shall form part of this Contract:
 - A. Bid Documents consisting of the following:
 - A.1 Invitation to Bid;
 - A.2 Instructions to Bidders;
 - A.3 Bid Data Sheet;
 - A.4 General and Special Conditions of Contract;
 - A.5 Schedule of Requirements;
 - A.6 Terms of Reference;
 - A.7 Technical Specifications; and
 - A.8 Addenda and/or Supplemental/Bid Bulletins, if any;
 - B. Technical and Financial Proposals;
 - C. Performance Security;
 - D. Notice of Award of Contract with the Supplier's Conforme thereto; and
 - E. Other contract documents that may be required by existing laws and PPA, such as:
 - E.1 Certificate of Availability of Funds;
 - E.2 Abstract of Bids; and
 - E.3 Resolution of Award
3. In consideration of the payments to be made by PPA, the SUPPLIER commits to complete the Works and remedy any defects therein in conformity with the provisions of this Contract and Contract Documents.
4. In consideration of the execution and completion of the Works and remedying any defects therein, PPA commits to pay the Contract Price or such other sum as may become payable under the provisions of this Contract and Contract Documents.
5. This Contract shall become effective after the same shall have been signed by the Parties hereof.

IN WITNESS WHEREOF, the Parties have hereunto signed this Contract on the date and place first hereinabove written.

PHILIPPINE PORTS AUTHORITY

SUPPLIER

TIN No. _____
By:

TIN No. _____
By:

JAY DANIEL R. SANTIAGO
General Manager

WITNESSES:

Omnibus Sworn Statement For Sole Proprietorship

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. I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;
2. 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 Project]*, as shown in the attached duly notarized Special Power of Attorney;
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;
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. 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;
7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of 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.

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

Bidder's Representative/Authorized Signatory

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 for Partnership or Cooperative

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. I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;
2. 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 the *[Name of Project]*, 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;
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. 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;
7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - b) Carefully examine all of the Bidding Documents;
 - c) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

d) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

e) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of 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.

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

Bidder's Representative/Authorized Signatory

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 for Corporation or Joint Venture

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. I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;
 2. 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 the *[Name of Project]*, 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;
 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. 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 following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of 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.

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

Bidder's Representative/Authorized Signatory

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. _____

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BID SECURING DECLARATION FORM

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

x-----x

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

To: Philippine Ports Authority
PPA Building, Bonifacio Drive
South Harbor, Port Area, Manila

I/We⁴, 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;

⁴ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

- (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'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]

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**NET FINANCIAL CONTRACTING CAPACITY (NFCC)
COMPUTATION**

A. The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

		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)	

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

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

NFCC = Php _____

K = 15

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

Name of Supplier/Distributor/Manufacturer

Signature of Authorized Representative