

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO ST., SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

Resolution No. 2018- 86

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a public bidding for the Project, "Supply, Delivery, Fabrication, Installation, Testing and Commissioning of Variable Refrigeration Flow Multi-Split System for the DBM Arcache Building," with an Approved Budget for the Contract of P21,000,000.00;

WHEREAS, under Resolution No. 2018-63 dated October 23, 2018, the BAC declared the first bidding for the Project as "failed" in accordance with Section 35.1(a) of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184;

WHEREAS, on November 6, 2018, the Invitation to Bid was posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM bulletin boards;

WHEREAS, Supplemental Bid Bulletin No. 1 was issued on November 12, 2018 to clarify, modify and amend items in the Bidding Documents;

WHEREAS, five (5) prospective bidders, namely: (i) Trademaster Resources Corporation; (ii) First Flow HVAC Technologies Inc.; (iii) Globalaire Technology Corporation; (iv) ACMI Office Systems Phils. Inc.; and (v) Aequus Enterprise, responded to the said Invitation and attended the Pre-bid Conference on November 20, 2018;

WHEREAS, Supplemental Bid Bulletin No. 2 was issued on November 27, 2018 to clarify, modify and amend items in the Bidding Documents;

WHEREAS, during the submission and opening of bids on December 4, 2018, three (3) bidders, namely: (i) Trademaster Resources Corporation; (ii) Globalaire Technology Corporation; and (iii) ACMI Office Systems Phils. Inc., submitted their bids;

WHEREAS, after preliminary examination of the bids, the BAC, using non-discretionary "pass/fail" criteria, determined the following:

1. The submission of Globalaire Technology Corporation as "failed" for submitting two contracts instead of a single contract that is similar to the Project in its Statement of Single Largest Completed Contract, as specified in ITB Clause 5.4 of Section III. Bid Data Sheet of the Bidding Documents; and

2. The submissions of Trademaster Resources Corporation and ACMI Office Systems Phils. Inc. as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

WHEREAS, after evaluation of the financial proposals, the bidders were ranked according to their bid submissions:


- | | | |
|--------------------------------------|---|-----------------|
| 1. Trademaster Resources Corporation | - | P15,188,196.00; |
| 2. ACMI Office Systems Phils. Inc. | - | P16,168,000.00; |


WHEREAS, the BAC declared the submission of Trademaster Resources Corporation as the Lowest Calculated Bid in the amount of P15,188,196.00;


WHEREAS, after careful evaluation, validation and verification of the eligibility, technical and financial proposals of the bid, the BAC found that the submission of Trademaster Resources Corporation passed all the criteria for post-qualification; thus, it was declared as the Lowest Calculated and Responsive Bid in the amount of P15,188,196.00.

NOW, THEREFORE, for and in consideration of the foregoing premises, the BAC **RESOLVED**, as it hereby **RESOLVED**, to recommend to the Secretary of Budget and Management that the contract for the Project, "Supply, Delivery, Fabrication, Installation, Testing and Commissioning of Variable Refrigeration Flow Multi-Split System for the DBM Arcache Building," be awarded to Trademaster Resources Corporation, in accordance with R.A. No. 9184 and its 2016 Revised IRR.

ADOPTED, this 13th day of December 2018 at the Department of Budget and Management, General Solano St., San Miguel, Manila.


DAVID B. MATEO
End-user Representative


MERIKA JOANNA DELA PEÑA
B.U.D.G.E.T. Representative


EDEN D. PANGILINAN
Member

not present
YOLANDA R. REYES
Member

not present
ROSEMARIE D. PAGALA
Alternate Member

not present
RYAN S. LITA
Vice Chairperson


CLARITO ALEJANDRO D. MAGSINO
Chairperson

☒ Approved
☐ Disapproved


BENJAMIN E. DIOKNO
Secretary, DBM



Date: _____



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

MR. MELVIN R. ZABALA

Authorized Representative
Trademaster Resources Corporation
Lot E, Impex Compound
Alabang-Zapote Road, Las Piñas City

Dear **Mr. Zabala:**

We are pleased to inform you that the contract for the Project, "Supply, Delivery, Fabrication, Installation, Testing and Commissioning of Variable Refrigeration Flow Multi-Split System for the DBM Arcache Building," is hereby awarded to Trademaster Resources Corporation in the amount of P15,188,196.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Very truly yours,


BENJAMIN E. DIOKNO
Secretary



12-28-2018
BEN AND [Signature] M. [Signature]

CONTRACT No. 2018-40
SUPPLY, DELIVERY, FABRICATION, INSTALLATION, TESTING
AND COMMISSIONING OF VARIABLE REFRIGERATION FLOW
MULTI-SPLIT SYSTEM FOR THE DBM ARCACHE BUILDING

This CONTRACT made and entered into by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its Secretary, **BENJAMIN E. DIOKNO**, hereinafter called the "**DBM**";

- and -

TRADEMASTER RESOURCES CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Lot E, Impex Compound, Alabang-Zapote Road, Las Piñas City, represented by **MELVIN R. ZABALA**, hereinafter referred to as the "**SUPPLIER**";

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Project, "Supply, Delivery, Fabrication, Installation, Testing and Commissioning of Variable Refrigeration Flow Multi-Split System for the DBM Arcache Building," and the bid of the Supplier is in the amount of Fifteen Million One Hundred Eighty Eight Thousand One Hundred Ninety Six Pesos (P15,188,196.00), hereinafter called the "Contract Price";

WHEREAS, the Notice of Award was issued to the Supplier last December 28, 2018, and the Supplier posted its performance security on January 7, 2019;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex A	-	Bid Form
B	-	Schedule of Requirements
C	-	Technical Specifications
D	-	General Conditions of Contract
E	-	Special Conditions of Contract
F	-	Notice of Award
G	-	Performance Security

3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services and to remedy defects therein in conformity with the provisions of the Contract.
4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this ____ day of _____, 2018 at General Solano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET
AND MANAGEMENT

by:


BENJAMIN E. DIOKNO
Secretary


TRADEMASTER RESOURCES
CORPORATION

by:


MELVIN R. ZABALA
Authorized Representative

SIGNED IN THE PRESENCE OF


LOLITA P. MATIAS
OIC-Director IV
Administrative Service


WILLIAM LIAO YOU WE
operations manager

Funds Available:


ESPERANZA Q. IGNACIO
Chief Accountant

RCS # 06/01/10/2018. 12-7054
12/22/2018

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of _____, Philippines on this _____ day of _____, 2018 personally appeared the **MANILA**

JAN 17 2019

NAME

VALID ID

VALID UNTIL

BENJAMIN E. DIOKNO

DBM ID No. 0005

MELVIN R. ZABALA

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the Supply, Delivery, Fabrication, Installation, Testing and Commissioning of Variable Refrigeration Flow Multi-Split System for the DBM Arcache Building was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of _____, 2018.

JAN 17 2019

ATTY. GARY CAMITAN AURE

NOTARY PUBLIC, ROLL NO. 60777

PTR No. 8028675 Issued on Dec. 27, 2018 Until Dec. 31, 2019 Manila

UP Lifetime No. 614596 Issued on Feb. 2, 2016

Commission No. 2618-072 Issued on Feb. 28, 2018 Until Dec. 31, 2019 Manila

MCLE No. VI-0006796 Issued on Feb. 28, 2018 at Pasig City Valid Until April 14, 2022

Office Address: Room 306 3F NFWC Bldg. Escoda Corner San Marcelino St. Ermita, Manila

TIN No. 719-033-727-000

Doc. No. 419;
Page No. 89;
Book No. 2041
Series of 2018.

[Handwritten signature]

BID FORM

Date: December 4, 2018

Invitation to Bid No.: DBM-2018-29

To: **DEPARTMENT OF BUDGET AND MANGAEMENT**
DBM BLDG. III, General Solano St. San Miguel Manila

Gentlemen and / or Ladies:

Having examined the Bidding Documents including Bid Bulletin Number 1 and 2 the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the DBM, our services for the Project "Supply, Delivery, Fabrication, Installation, Testing and Commissioning of Variable Refrigeration Flow Multi-Split System for DBM Arcade Building" in conformity with the said Bidding Documents for the sum of Fifteen Million One Hundred Eighty Eight Thousand One Hundred Ninety Six Pesos Only (**Php. 15,188,196.00**) or such other sums as may be ascertained in accordance with the Scheduled 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 Scheduled 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 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of the 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 as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, is granted full power and authority by the **Trademaster Resources Corporation**, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for "Supply, Delivery, Fabrication, Installation, Testing and Commissioning of Variable Refrigeration Flow Multi-Split System for DBM Arcade Building.

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 4th day of December, 2018.


Melvin R. Yabala
Signature

Authorized Representative
in capacity of

Duly authorized to sign Bid for and on behalf of Trademaster Resources Corporation.



For the Goods Offered From Within the Philippines

Name of the Bidder TRADEMASTER RESOURCES CORPORATION. Invitation to Bid Number DBM-2018-29 Page 1 of 1

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 the contract is awarded per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit [col5+6+7+8]	Total Price delivered Final Destination (col9)x(col4)
1	2.0 TR Wall Mounted	China	51	30,000.00	15,000.00	7,087.50	4,500.00	56,587.50	2,885,962.50
2	1.5 TR Wall Mounted	China	18	25,000.00	14,500.00	6,729.08	3,500.00	49,729.08	895,123.35
3	1.3 TR Wall Mounted	China	2	24,000.00	13,500.00	6,413.18	3,500.00	47,413.18	94,826.35
4	0.6 TR Wall Mounted	China	2	19,000.00	13,000.00	5,198.18	2,500.00	39,698.18	79,396.35
5	4.0 TR Ceiling Cassette	China	11	60,000.00	18,000.00	11,925.23	6,993.61	96,918.84	1,066,107.19
6	24.6 TR 295,000 BTU/HR, 14HP+18HP	China	1	726,162.94	180,000.00	214,864.65	72,616.29	1,193,643.88	1,193,643.88
7	20.6 TR 247,200 BTU/HR, 12 HP+14HP	China	1	707,703.06	180,000.00	209,402.55	70,770.30	1,167,875.91	1,167,875.91
8	20 TR 240,000 BTU/HR, 12 HP+14HP	China	1	617,189.91	180,000.00	182,620.58	61,718.99	1,041,529.47	1,041,529.47
9	18 TR 216,000 BTU/HR, 10 HP+14HP	China	1	594,215.44	150,000.00	175,822.65	59,421.54	979,459.63	979,459.63
10	16 TR 192,000 BTU/HR, 8 HP+14HP	China	1	591,888.56	145,000.00	175,134.15	59,188.86	971,211.57	971,211.57
11	15.6 TR 187,200 BTU/HR, 8 HP+12HP	China	1	517,777.59	140,000.00	153,205.43	51,777.76	862,760.78	862,760.78
12	14.6 TR 175,200 BTU/HR, 8 HP+12HP	China	1	599,856.97	140,000.00	177,491.93	59,985.70	977,334.59	977,334.59
13	10 TR 120,000 BTU/HR, 12HP	China	1	271,539.47	140,000.00	80,345.93	27,153.95	519,039.34	519,039.34
14	9 TR 108,000 BTU/HR, 12HP	China	1	271,539.47	140,000.00	80,345.93	27,153.95	519,039.34	519,039.34
15	8 TR 96,000 BTU/HR, 8HP	China	3	246,238.13	140,000.00	72,859.50	24,623.81	483,721.44	1,451,164.31
16	5 TR 60,000 BTU/HR, 8HP	China	1	246,238.13	140,000.00	72,859.50	24,623.81	483,721.44	483,721.44
	Total								PHP 15,188,196.00


Melvin A. Zabala
Signature

Authorized Representative
Signature

Duly Authorized to sign Bid for and on behalf of TRADEMASTER RESOURCES CORPORATION



Section VI. Schedule of Requirements (Revised)

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

Item	Description	Delivery Date
	The Contractor shall provide the needed materials, tools and equipment, manpower, and supervision needed for the Project.	
1.	<p>Supply, Delivery, Fabrication, Installation, Testing and Commissioning of Brand New Variable Refrigeration Flow (VRF) Multi-Split Air-conditioning System, as follows:</p> <p>*Installation of pipes, fittings, conduits, insulation, etc.</p> <p>*Installation of the following indoor and outdoor units:</p> <p>Indoor Units <i>Wall Mounted</i></p> <ul style="list-style-type: none"> - 51 units - 2TR 24,000 BTU/HR - 18 units - 1.5TR 18,000 BTU/HR - 2 units - 1.3TR 15,600 BTU/HR - 2 units - 0.6TR 7,200 BTU/HR <p><i>Ceiling Cassette</i></p> <ul style="list-style-type: none"> - 11 units - 4TR 48,000 BTU/HR <p>Outdoor Units</p> <ul style="list-style-type: none"> - 1 unit - 24.6TR 295,000BTU/HR, 14HP + 18 HP - 1 unit - 20.6TR 247,200 BTU/HR, 12Hp + 14Hp - 1 unit - 20TR 240,000 BTU/HR, 12Hp + 14Hp - 1 unit- 18TR 216,000 BTU/HR, 10Hp + 14Hp - 1 unit- 16TR 192,000 BTU/HR, 8Hp + 14Hp - 1 unit- 15.6TR 187,200 BTU/HR, 8Hp + 12Hp - 1 unit- 14.6TR 175,200 BTU/HR, 8Hp + 12Hp - 1 unit- 10TR 120,000 BTU/HR, 12Hp - 1 unit - 9TR 108,000 BTU/HR, 12Hp - 3 units - 8TR 96,000 BTU/HR, 8Hp - 1 unit - 5TR 60,000 BTU/HR, 8Hp 	<p>Within 120 calendar days after issuance of the Notice to Proceed (NTP)</p> <p>Within 30 calendar days after issuance of the NTP</p> <p>Within 120 calendar days after issuance of the NTP</p>

2.	Warranty	One (1) year for workmanship and five (5) years for the motor compressor from the issuance of Certificate of Acceptance.
3.	Response time for the repair and replacement of defective parts/units	Within twenty-four (24) hours upon receipt of written or verbal notice from AS-GSD

I hereby certify to comply and deliver all the above requirements.

Trademaster Resources Cororation

Melvin R. Zabala

12/04/2018

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Handwritten signature

Section VII. Technical Specifications

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

[illegible]

1.2	<p>Standard of Acceptance</p> <ol style="list-style-type: none"> 1. Item named and specified by manufacturer and/or catalogue number forms part of specification and sets standard regarding performance, quality of material and workmanship and when used in conjunction with a referenced standard, shall be deemed to supplement the standard. 2. Where other than the underlined manufacturer or scheduled/specified manufacturer is selected or approved, include for the cost of any resulting work and any necessary redesign of installation or structure. Submit redesign drawings for review with Shop Drawings. Maintain installation, access and servicing clearances. Redesign drawings shall be to scale and of a standard equal to the Project Drawings. 3. Where two or more items of equipment and/or material, of the same type, are required, provide products of a single manufacturer. 4. Install and test all equipment and material, in accordance with the detailed recommendation of the manufacturer 5. A visible manufacturer's nameplate shall indicate manufacturer's name, model number, serial number, capacity data, electrical characteristics and approval stamps. 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
1.3	<p>Scheduling</p> <ol style="list-style-type: none"> 1. Contractor to submit and incorporate within the Construction Schedule, a complete and realistic schedule, integrated with, and recognizing the reliance on, other divisions of the work. Take into account the lead time for the review of operating and maintenance manuals, commissioning, verification of system operation by the Consultant and the demonstration and instruction to the Owner. The schedule shall include but not limited to the following items: <ol style="list-style-type: none"> a. Installation and testing of piping systems and equipment. b. Connection of electrical services to equipment by electrical contractor. c. Startup of mechanical equipment and systems. d. Check-out of control systems. e. Commissioning of mechanical systems. f. Demonstration of systems and equipment to Consultant and Owner. g. Preparation of maintenance manuals and as-built drawings. h. Submission of the various documents required prior to substantial performance. 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>

1.4	Responsibilities <ol style="list-style-type: none"> 1. Visit the site before tendering. Examine all local and existing conditions on which the work is dependent. No consideration will be granted for any misunderstanding, of work to be done, resulting from failure to visit the site. 2. Ensure that equipment does not transmit noise and/or vibration to other parts of the building, as a result of poor installation practice. 3. Where the Contract Documents do not contain sufficient information for the proper selection of equipment for bidding, notify the Consultant during the tendering period. If clarification is not obtainable, allow for the most expensive arrangement. Failure to do this shall not relieve the Contractor of responsibility to provide the intended equipment. 4. Examine carefully the mechanical, electrical, structural and architectural drawings and confirm that the work under this Contract can be satisfactorily carried out without changes to the building as shown on the plans. 5. Be responsible for prompt installation of this work in advance of concrete pouring or similar work. Provide and set sleeves where required. 6. On completion of the work, all tools and surplus and waste materials shall be removed and work left in a clean and perfect condition. 	"Comply" "Comply" "Comply" "Comply" "Comply" "Comply"
1.5	Coordination <ol style="list-style-type: none"> 1. Check drawings of all trades to verify space and headroom limitations for work to be installed. Coordinate work with all trades and make changes to facilitate a satisfactory installation. 2. The drawing indicates the general location and route to be followed by the piping. Where details are not shown on the drawings or only shown diagrammatically, the pipes shall be installed in such a way as to conserve head room and interfere as little as possible with the free use of space through which they pass. 3. Work out jointly all interference problems on the site with other trades and coordinate all work before fabricating, or installing any material or equipment. Ensure that all materials and equipment fit into the allotted spaces and that all equipment can be properly serviced and replaced, if and when required. 	"Comply" "Comply" "Comply" "Comply"

1.6	<p>Warranty</p> <ol style="list-style-type: none"> 1. Use of installed equipment during construction shall not shorten or alter the warranty period as specified in the General Conditions. 2. Take note of any extended warranties specified 3. Furnish a written warranty stating that all work executed under this Contract will be free from defects of material and workmanship for a period of one (1) year from the date of substantial performance. Warranty shall include any part of equipment, units or structures furnished here under that show defects in the works under normal operating conditions and/or for the purpose of which they were intended. 4. The above parties further agree that they will at their own expense promptly investigate any mechanical or control malfunction, and repair all such defective work and all other damages thereby which becomes defective during the time of the guaranty warrant. 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
1.7	<p>Drawings and Measurements</p> <ol style="list-style-type: none"> 1. Drawings are generally diagrammatic and are intended to indicate the scope and general arrangement of work and are not detailed installation drawings. Do not scale the drawings. Obtain accurate dimensions from the Architectural and Structural drawings. 2. Consult the architectural drawings and details for exact locations of fixtures and equipment. Obtain this information from the Consultant where definite locations are not indicated. 3. Take field measurements, where equipment and material dimensions are dependent upon building dimensions. 4. Where imperial units have been indicated in brackets [] following the requirements in SI units, the conversion is approximate and provided for convenience. The SI units shall govern. 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
1.8	<p>Phased Construction</p> <ol style="list-style-type: none"> 1. See Architectural specification and drawings for construction phasing. Make all allowances to phase the work in accordance with the project phasing. 2. All existing services and the existing building(s) must be maintained in operation. Provide and install temporary services as required. 3. All trades in this Contract shall make allowance for the implications of having to totally complete all work in the new addition before proceeding with work in the existing building. 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>

1.9	Shop Drawing/Product Data	"Comply"
	1. Process	"Comply"
	a. Installed materials and equipment shall meet specified requirements regardless of whether or not shop drawings are reviewed by the Consultant.	"Comply"
	b. Do not order equipment or material until the Consultant has reviewed and returned shop drawings.	"Comply"
	c. Shop drawings shall be reviewed by the General Contractor and the Winning Bidder indicating that the shop drawings have been reviewed and coordinated with the work and that the shop drawings are submitted without qualifications. Shop drawings shall bear the "reviewed" stamp dated and initiated by the General Contractor and Mechanical General Sub-contractor prior to submitting the shop drawings to the consultant. Shop drawings, which do not bear the contractors and sub-trades "reviewed" stamps, initials and date will be rejected and sent back as "not reviewed".	"Comply"
	2. Content	"Comply"
	a. Shop drawings submitted title sheet.	"Comply"
	b. Data shall be specific and technical.	"Comply"
	c. Identify each piece of equipment.	"Comply"
	d. Information shall include all scheduled data.	"Comply"
	e. The project shall be identified on each document.	"Comply"
	f. The shop drawings/product data shall include:	"Comply"
	i. Clearly mark submittal material using arrows, underlining or circling to show differences from specified ratings, capabilities and options being proposed. Cross out non-applicable material. Specifically note on the submittal specified features such as special tank linings, pumps, seals, materials, or painting.	"Comply"
	ii. Dimensioned construction drawing with plans and sections showing size, arrangement and necessary clearances, with mounting point loads.	"Comply"
	iii. Weights of all major equipment for review by the appropriate Consultant.	"Comply"
	iv. Mounting arrangements.	"Comply"
	v. Detailed drawings of bases, supports and anchor bolts.	"Comply"
1.10	Demolitions	"Comply"
	Carry out demolition in a manner to cause as little inconvenience to the adjacent occupied building area as possible. Coordinate the activity with the Owner and/or the Consultant. Carry out demolition in an orderly and careful manner.	"Comply"

1.11	Project Close-out Requirements	"Comply"
	1. All life safety systems must be operational and tested demonstrated to Consultant. The following is a summary of the requirements.	"Comply"
	a. Controls:	
	• Controls system completion report (check sheet)	"Comply"
	• Controls system final electrical approval certificate.	"Comply"
	• As built control drawings.	"Comply"
	• Control training signed off by Owner (Indicate dates of training in letter and attendance).	"Comply"
	• List of control manuals and documents turned over.	"Comply"
	• Printed copy of control program and database. Printed to disk on word format acceptable.	"Comply"
	b. Cooling	"Comply"
	• Pressure test reports for refrigeration lines.	"Comply"
	• Vibration isolation report.	"Comply"
	• Seismic inspection report.	"Comply"
	• Valve tag chart.	"Comply"
	• As built drawings.	"Comply"
	• Welding certificate and x-ray reports.	"Comply"
	• Flushing and cleaning of piping report.	"Comply"
	c. Miscellaneous	"Comply"
	• Identification Schedules	"Comply"
	• Demonstrations to Owner signed off by Owner.	"Comply"
	• List of incomplete or deficient work prepared by each sub trade.	"Comply"
	• Contractor's Letter of Guarantee	"Comply"
	• Signed-off substantial completion inspection report.	"Comply"
	• List of spare parts signed off by Owner.	"Comply"
	d. Manufacture start-up and other reports including:	"Comply"
	• Commissioning	"Comply"

2.	Permits, Codes Regulations and Standards <ol style="list-style-type: none"> 1. Obtain all required permits and pay all fees therefore and comply with all Provincial, Municipal and other legal regulations and by laws applicable to the work. 2. Arrange for inspection of all Work by the authorities having jurisdiction. On completion of the Work, furnish final unconditional certificates of approval by the inspecting authorities. 3. Work shall conform to the following codes, regulations and standards, and all other codes in effect at the time of award of Contract, and any others having jurisdiction. The latest revision of each code and standard shall apply unless otherwise specified in the contract documents: <ol style="list-style-type: none"> a. American Society of Heating, Refrigerating and Air conditioning Engineers (ASHRAE) b. American Society of Ventilating Engineers (ASVE) c. American Refrigeration Institute (ARI) d. Bureau of Labor Standards and Industrial Safety e. National Electric Manufacturing Association (NEMA) f. Philippine Mechanical Engineering Code g. Department of Health (DOH) h. National Fire Codes i. Industrial Health & Safety Regulations j. SMACNA Publications 	"Comply" "Comply" "Comply" "Comply" "Comply" "Comply" "Comply" "Comply" "Comply" "Comply" "Comply"
3.	Record Drawings Maintain one set of contract drawing white prints, including all supplementary and revision drawing on site, solely for the purpose of recording, in red, any change and/ or deviation from the Contract Drawings as it occurs. Include elevations and detailed locations of buried services. The set of white prints will be provided to the contractor by the Consultant at the contractors cost. The marked-up set of prints shall be reviewed on site monthly by the consultant during the construction process. This review will form a requirement for approval of the monthly progress claim. At the completion of the work, certify the above-mentioned drawings as being accurate and complete by labeling each drawing in the lower right hand corner in letters of at least 12 mm [1/2"] high as follow. "AS BUILT DRAWING".	"Comply" "Comply"
4.	Mechanical Equipment, Materials & Method	"Comply"
4.1	Hangers & Support For HVAC Piping & Equipment <ol style="list-style-type: none"> 1. General <ol style="list-style-type: none"> a. Provide hangers and supports to secure equipment in place, prevent vibration, protect appropriate against damage from earthquake, maintain grade, provided for expansion and contraction and accommodate insulation. 	"Comply" "Comply" "Comply"

- b. Provide insulation protection saddles on all insulated piping.
- c. Fabricated hangers, supports and sway braces in accordance with ANSI B31.1 and MSSSP58.
- d. Set inserts in position in advance of concrete work. Use grid system in equipment rooms.
- e. Support structural members. Where structural bearings do not exist or inserts are not in suitable locations, suspend hanger from steel channels or angles. Provide supplementary structural members, as necessary.
- f. Do not suspend from metal deck.
- g. Hangers for copper pipe shall be copper plated or plastic dipped unless pipe hangers bear on piping insulation (cold services).

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2. Execution

a. Hanger Spacing

Maximum hanger spacing table.

Pipe Size: NPS	Rod Diameter mm [in]	Maximum Spacing Steel Pipe m [ft]	Maximum Spacing Copper Pipe m [ft]
1/2	10 [3/8]	1.8 [6]	1.5 [5]
3/4, 1	10 [3/8]	2.4 [8]	1.8 [6]
1 1/4, 1 1/2	10 [3/8]	3.0 [10]	1.8 [6]
2	10 [3/8]	3.0 [10]	3.0 [10]
2 1/2, 3, 4	12 [1/2]	3.0 [10]	3.0 [10]

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b. Hanger Installation

"Comply"

- i. Offset hanger so that rod is vertical in operating position.
- ii. Adjust hangers to equalize load.
- iii. Install hanger to provide minimum 12mm [1/2"] clear space between finished covering and adjacent work.
- iv. Support vertical piping at every other floor.
- v. Where several pipes can be installed in parallel and at the same elevation, provide multiple or trapeze hangers.
- vi. Where practical, support riser piping independently of connected horizontal piping.
- vii. Install plastic inserts between steel studs and piping.

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	<p>viii. For beam clamps, extend hanger rod tight to underside of beam with top bolt and washer.</p> <p>c. Inserts</p> <p>i. Use inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams wherever practicable.</p> <p>ii. Set inserts in position in advance of concrete work. Provide reinforcement rod in concrete for inserts carrying piping over 100 mm (4") or ducts over 1500 mm (60") wide.</p> <p>iii. Where concrete slabs form finished ceiling, finish inserts, flush with slab surface.</p> <p>iv. Where inserts are omitted, drill through concrete slab from below and provide rod with recessed square plate and nut above slab, in concealed locations.</p> <p>v. Provide a test mock up for review.</p> <p>vi. Insert shall be installed in accordance with manufacturer's recommendations and in no case closer than 2.1 m (7ft) apart.</p>	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
4.2	<p>Vibration Isolation for HVAC Piping and Equipment</p> <p>1. Related Work</p> <p>a. Provide vibration isolation on all motor driven equipment, piping such that noise transmitted to occupied space by any other path than airborne is less than airborne noise transmitted from mechanical space to occupied space.</p> <p>2. General Requirements</p> <p>a. This project is deemed a post disaster design.</p> <p>b. Provide vibration isolation on all motor driven equipment with motors of ½ HP and greater power output (as indicated on the motor nameplate) and on piping, as specified herein. For equipment less than ½ HP, provide vibration isolation grommets at the support points.</p> <p>c. Place isolators under equipment so that the minimum distance between adjacent corner isolators is at least equal to the height of the center of gravity of the equipment.</p> <p>d. Ensure isolation systems have a vertical natural frequency no higher than one third of the lowest forcing frequency, unless otherwise specified.</p> <p>e. Provide concrete inertia bases or structural steel bases, where specified or required by equipment manufacturers, located between vibrating equipment and the vibration isolation elements, unless the equipment manufacturer certifies direct attachment capabilities.</p>	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>

f.	Use ductile materials in all vibration and seismic restraint equipment.	"Comply"
g.	Follow structural consultant's instruction for drilling for installation of anchors.	"Comply"
h.	Provide flexible connectors between equipment and piping where required by manufacturers to protect equipment from stress and reduce vibration in the piping system. Meet connector manufacturer's installation specifications as well as equipment manufacturer's requirements.	"Comply"
3.	Execution	"Comply"
a.	Installation	"Comply"
i.	Execute the work in accordance with the specifications and, where applicable, in accordance with the manufacturer's instructions and only by workmen experienced in this type of work.	"Comply"
ii.	For all equipment mounted on vibration isolators, provide a minimum clearance of 50 mm [2"] to other structures, piping, equipment, etc.	"Comply"
iii.	Before bolting isolators to the structure, start equipment and balance the systems so that the isolators can be adjusted to the correct operating position before installing (seismically rated) anchor and/ or welding.	"Comply"
iv.	After installation and adjustment of isolators verify deflection under load to ensure loading is within specified range and isolation is being obtained.	"Comply"
v.	Where hold down bolts for isolators or seismic restraint equipment penetrates roofing membranes, provide "gum cups" and sealing compound to maintain waterproof integrity of roof. Ensure sealing compound is compatible with isolator components such as neoprene. Coordinate with roofing section of specifications and with roofing subcontractor.	"Comply"
vi.	Use Type I pads only where specified.	"Comply"
vii.	Use the lowest RPM scheduled for two-speed equipment in determining isolator deflection.	"Comply"
viii.	Provide concrete inertia bases on centrifugal fans where specified.	"Comply"
ix.	Isolate all equipment within rooftop units in accordance with this section, including fans, compressor, pumps and piping. Ensure structure borne transmission of noise from rooftop unit is less than airborne transmission.	"Comply"

	<p>b. Inspections</p> <ul style="list-style-type: none"> i. The supplier shall provide assistance to the contractor as necessary during the course of installation of isolation equipment. ii. The supplier shall inspect the complete installation after system start up and establish that the isolators for each piece of equipment are properly installed and adjusted. Correct any malfunction performance. The supplier shall submit a statutory declaration to the Consultant stating that the complete vibration isolation installation is installed in accordance with his drawings and instructions and operate to his satisfaction. 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
4.3	<p>HVAC Piping Insulation</p> <p>1. General</p> <ul style="list-style-type: none"> a. Provide thermal insulation on all piping, valves, fittings and radiant ceiling panels, as called for and as scheduled. Note items listed that do not require insulation. b. Journeyman insulation applicators, skilled in this trade, shall perform the work. c. Be responsible for ensuring that sufficient space is always provided to allow proper installation of insulation materials. d. Make good all existing insulation disturbed or removed to facilitate alterations and additions to existing piping. <p>2. Execution</p> <ul style="list-style-type: none"> a. Application <ul style="list-style-type: none"> i. Apply insulation to piping only after all tests have been made and systems accepted by Consultant as tight. ii. Apply insulation and insulation finish in a workmanlike manner so that the finished product is uniform in diameter, smooth in finish, pleasing to the eye and with the longitudinal seams positioned to be concealed from view. Apply piping insulation materials, accessories and finishes in accordance with manufacturer's recommendations. b. Insulation Termination Points <ul style="list-style-type: none"> i. Terminate insulation 75 mm [3"] back from all un-insulated fittings to provide working clearance and terminate insulation at 90° and finish with reinforced scrim cloth and vapor barrier mastic system. Cover onto pipe and over the insulation vapor barrier. On concealed hot services terminate insulation 75 mm [3"] 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>

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	<p>back from all un-insulated fittings, cut off at 90° and apply reinforced scrim cloth and breather mastic system.</p> <p>ii. Cut back insulation at 45° and finish with a silicone caulking sealant around the base of thermometer wells, pressure gauges, flow switches and pressure and control sensors.</p> <p>c. Vertical Risers</p> <p>On vertical pipe over 75 mm [3"] provide insulation supports welded or bolted to pipe, directly above lowest pipe fitting. Thereafter, locate on 4.5 m [15 ft.] centers.</p> <p>d. Pipe Insulation Finishes</p> <p>i. Concealed insulation in horizontal and vertical service spaces will require no further finish.</p> <p>ii. Exposed flexible insulation shall be painted with a heavy brush coating of foam plastic white insulation coating.</p> <p>e. Fire Stopping and Smoke Seals</p> <p>i. Install fire stopping and smoke seal material and components in accordance with the attached drawings/plans.</p> <p>ii. Maintain insulation around pipes penetrating fire separation only as permitted by Firestop Assembly Listing.</p> <p>iii. Submit Certificate of Inspection that all work is complete and in accordance with the specified requirements before Substantial Completion.</p>	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
4.4	<p>Variable Refrigerant Flow (VRF) Type Air-conditioning Unit</p> <p>1. Submittals</p> <p>a. Product Data</p> <p>Include rated capacities, furnished specialties, and accessories for each type of product indicated. Include performance data in terms of capacities, outlet velocities, static pressures, sound power characteristics, motor requirements, and electrical characteristics.</p> <p>2. Quality Assurance</p> <p>a. Product Options</p> <p>Drawings indicate size, profiles, and dimensional requirements of split-system units and are based on the specific system indicated. Refer to attached drawings/plans – See "Equipment Schedule."</p> <p>b. Electrical Components, Devices and Accessories</p> <p>Listed and labelled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction and marked for intended use.</p> <p>c. ASHRAE Compliance</p> <p>Applicable requirements in ASHRAE 62.1-2004, Section 5- "Systems and Equipment" and Section 7- "Construction and Startup."</p>	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>

d. ASHRAE/IESNA 90.1-2004 Compliance	"Comply"
Applicable requirements in ASHRAE/IESNA 90.1-2004, Section 6 - "Heating, Ventilating, and Air-conditioning."	"Comply"
3. Coordination	"Comply"
a. Coordinate size and location of concrete bases for units. Supply and cast anchor-bolt inserts into concrete bases done by the General Contractor.	"Comply"
4. Concealed evaporator-fan components	"Comply"
a. Chassis	"Comply"
b. Refrigerant Coil	"Comply"
Copper tube, with mechanically bonded aluminum fins, complying with ARI 210/240, and with thermal expansion valve.	"Comply"
c. Fans	"Comply"
d. Fan Motors	"Comply"
Comply with requirements in the attached Drawings /plans and Division 15 Section "Motors" - Annex 1.	"Comply"
i. Special Motor Features: Multispeed with internal thermal protection and permanent lubrication.	"Comply"
e. Disposable Filters	"Comply"
1 inch (25 mm) thick, in fiberboard frames with ASHRAE 52.2 MERV rating of 8 or higher.	"Comply"
f. Wiring Terminations	"Comply"
Connect motor to chassis wiring with plug connection.	"Comply"
g. Cabinet	"Comply"
h. Refrigerant Coil	"Comply"
Copper tube, with mechanically bonded aluminum fins, complying with ARI 210/240, and with thermal expansion valve.	"Comply"
i. Filters	"Comply"
Disposable, with ASHRAE 52.2 MERV rating of 8 or higher.	"Comply"
j. Refrigerant Coil	"Comply"
Copper tube, with mechanically bonded aluminum fins, complying with ARI 210/240, and with thermal expansion valve.	"Comply"
k. Fan	"Comply"
Direct drive, centrifugal fan.	"Comply"
l. Fan Motors	"Comply"
Comply with requirements in the attached drawings /plans and Division 15 Section "Motors" - Annex 1.	"Comply"
i. Special Motor Features: Multi-tapped, multispeed with internal thermal protection and permanent lubrication.	"Comply"
m. Filter	"Comply"
Disposable, with ASHRAE 52.2 MERV rating of 8 or higher.	"Comply"
5. Ceiling-mounting, evaporator-fan component	"Comply"
a. Cabinet	"Comply"
Enameled steel with removable panels on front and ends in color selected by Architect, and discharge drain pans with drain connection.	"Comply"

i. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1-2004.	"Comply"
ii. Drain Pan and Drain Connection: Comply with ASHRAE 62.1-2004.	"Comply"
b. Refrigerant Coil	"Comply"
Copper tube, with mechanically bonded aluminum fins, complying with ARI 210/240, and with thermal-expansion valve.	"Comply"
c. Electric Coil	"Comply"
Helical, nickel-chrome, resistance-wire heating elements with refractory ceramic support bushings; automatic-reset thermal cutout; built-in magnetic contractors; manual-reset thermal cutout; airflow proving device; and one-time fuses in terminal box for overcurrent protection.	"Comply"
d. Fan	"Comply"
Direct drive, centrifugal fan, with power-induced outside air, and integral condensate pump.	"Comply"
e. Fan Motors	"Comply"
Comply with requirements in the attached drawings /plans and Division 15 Section "Motors" - Annex I.	"Comply"
i. Special Motor Features: Multi-tapped, multispeed with internal thermal protection and permanent lubrication.	"Comply"
f. Filters	"Comply"
Disposable, with ASHRAE 52.2 MERV rating of 8 or higher.	"Comply"
6. Air-cooled compressor-condenser components	"Comply"
a. Casing	"Comply"
Steel, finished with baked enamel in color selected by Architect, with removable panels for access to controls, weep holes for water drainage, and mounting holes in base. Provide brass service valves, fittings, and gage sports on exterior of casing.	"Comply"
b. Compressor	"Comply"
Hermetically sealed with crankcase heater and mounted on vibration isolation. Compressor motor shall have thermal-and current-sensitive overload devices, start capacitor, relay and contactor.	"Comply"
i. Compressor Type: Scroll	"Comply"
ii. Two-speed compressor motor with manual-reset high-pressure switch and automatic reset low-pressure switch.	"Comply"
iii. Refrigerant: R-407C/R R-407/410-A/R-134-A	"Comply"
c. Refrigerant Coil	"Comply"
Copper tube, with mechanically bonded aluminum fins, complying with ARI 210/240, and with liquid sub-cooler.	"Comply"
d. Fan	"Comply"
Aluminum propeller type, directly connected to motor.	"Comply"
e. Motor	"Comply"
Permanently lubricated, with integral thermal-overload protection.	"Comply"
f. Low Ambient Kit	"Comply"
Permits operation down to 45° F (7°C)	"Comply"

	vi. Install compressor-condenser components on restrained, spring isolators with a minimum static deflection on 1 inch (25 mm)	"Comply"
	vii. Install and connect pre-charged refrigerant tubing to component's quick-connect fittings. Install tubing to allow access to unit.	"Comply"
	b. Connections	"Comply"
	i. Piping installation requirements are specified in the attached Drawings/plans. Drawings indicate general arrangement of piping, fittings, and specialties.	"Comply"
	ii. Install piping adjacent to unit to allow service and maintenance	"Comply"
	iii. Ground equipment according to Division 16 Section "Grounding and Bonding."	"Comply"
	iv. Electrical Connections: Comply with requirements in the attached Electrical Drawings/Plans for power wiring, switches, and motor controls.	"Comply"
	c. Field Quality Control	"Comply"
	i. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test and adjust field-assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.	"Comply"
	ii. Perform the following field and inspections and prepare test reports:	"Comply"
	• Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.	"Comply"
	• Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.	"Comply"
	• Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.	"Comply"
	iii. Remove and replace malfunctioning units and retest as specified above.	
4.5	General Execution 1. Concealment Conceal all piping, ductwork and conduit in partitions, walls, crawlspaces, and ceiling spaces, unless otherwise noted. Do not install piping and conduit in outside wall of roofs slabs unless specifically directed, in which case, install them with the building insulation between them and the outside face of the building.	"Comply" "Comply"

<p>2. Accessibility Install all works included in the Contract to be readily accessible for adjustment, operation and maintenance.</p>	<p>"Comply" "Comply"</p>
<p>3. Protection of Work Protect equipment and materials, stored or in place, from the weather, moisture, dust and physical damage. Mask machined surfaces. Secure covers over equipment openings and open ends of piping and conduits, as installation work progresses. Equipment having operating parts, bearings or machined surfaces, showing signs of rusting, pitting or physical damage will be rejected.</p>	<p>"Comply" "Comply"</p>
<p>4. Air system to have air filters installed before fans is operated. Install new air filters before system acceptance.</p>	<p>"Comply"</p>
<p>5. Service Penetrations in Rated Fire Separations All piping, tubing, wiring, conduits, etc. passing through rated fire separations shall be smoke and fire proofed with ULC approved materials and which meet the requirements of the Building Code in effect. This includes new services, which pass through existing separations, and also all existing services, which pass through a new rated separation or existing separations whose rating has been upgraded. Fire resistance rating of installed fire stopping assembly shall not be less than fire resistance rating of surrounding assembly indicated on Architectural drawings. All smoke and fire stopping shall be installed by a qualified Contractor who shall submit a letter certifying that all work is complete and in accordance with this specification. Install fire stopping and smoke seal material and components in accordance with ULC certification and manufacturer's instructions in formed sleeved or cored penetrations.</p>	<p>"Comply" "Comply"</p>
<p>6. Service Penetration in Non-Rated Separations All piping, tubing, ducts, wiring, conduits, etc. passing through non-rated fire separations and non-rated walls and floors shall be tightly fitted and sealed on both sides of the separation with silicon sealant to prevent the passage of smoke and/or transmission of sound. Refer to "pipe sleeve" clause in this section for packing and sealing of pipe sleeves.</p>	<p>"Comply" "Comply"</p>
<p>7. Pipe Sleeves Provide pipe sleeves for all piping passing through rated walls and floors. Sleeves are to be concentric with pipe. Pipes and ducts passing through fire rated separations that no fire resistance (non-rated separations) do not require a sleeve, but the insulations at the separation should be wrapped with 0.61 [24 ga] thick galvanized sheet steel band to which to apply the flexible caulking compound to. Pipe sleeves for floors and interior walls shall be minimum 0.61 [24 ga] thick galvanized sheet steel with lock seam joints. Pipe sleeves for perimeter walls and foundation walls shall be cast iron sleeves or Schedule 40 steel pipe with annular fin continuously welded at midpoint and protruding 150 mm [6"] beyond sleeve diameter. Annular fin shall be embedded into center of wall. Pipe sleeves for wet or wash down floor areas such as washrooms, janitor's rooms, laboratories and mechanical equipment room shall be Schedule 40 steel pipe. Except as otherwise noted pipe sleeves are not required for</p>	<p>"Comply" "Comply"</p>

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<p>holes formed or cored in interior concrete walls or floors. Pipe sleeves shall extend 50 mm [2"] above floors in unfinished areas and wet areas and 6 mm [1/4"] above floors in finished areas. .8 Pipe sleeves shall extend 25 mm [1"] on each side of wall in unfinished areas and 6 mm [1/4"] in finished areas. Pipe sleeves shall extend 25 mm [1"] beyond exterior face of building. Caulk with flexible caulking compound. Sleeve size: 12 mm [1/2"] clearance all around, between sleeve and pipe or between sleeve and pipe insulation. Paint exterior surfaces of ferrous sleeves with heavy application of rust inhibiting primer.</p>	
<p>8. Escutcheons and Plates Provide on pipes passing through finished walls, partitions, floors and ceilings. Plates shall be stamped steel, split type, chrome plated or stainless steel, concealed hinge, complete with springs, suitable for external dimensions of piping/insulations. Secure to pipe or finished surface. For all pipes passing through suspended ceilings and uninsulated piping passing through walls. Outside diameter shall cover opening or sleeve. Where pipe sleeve extends above finished floor, escutcheons or plates shall clear sleeve extension. Do not install escutcheons and plates in concealed locations.</p>	<p>"Comply" "Comply"</p>
<p>9. Equipment Supports Provide stands and supports for equipment and materials supplied. Lay out concrete bases and curbs required under Division.</p>	<p>"Comply" "Comply"</p>
<p>10. Equipment Installation Provide unions and flanges to permit equipment maintenance and disassembly and to minimize disturbance to piping without interfering with building structure or other equipment. Provide means of access for servicing equipment including permanently lubricated bearings. Pipe equipment drains to floor drains. Line up equipment, rectangular cleanouts and similar items with building walls whatever possible.</p>	<p>"Comply" "Comply"</p>
<p>11. Flashing Flash and counter flash where mechanical equipment passes through weather or water proofed walls, floors and roofs.</p>	<p>"Comply" "Comply"</p>
<p>12. Lubrication of Equipment Lubricate all new equipment prior to being operated, except sealed bearings, which shall be checked. Use the lubricant recommended by the manufacturer for the service for which the equipment is specified. Extend lubricating connections and sight glasses to the outside of housings where lubricating positions are not readily accessible. Submit a checklist, showing that all operated equipment has been lubricated prior to and during any temporary heating period and the demonstration and instruction period.</p>	<p>"Comply" "Comply"</p>
<p>13. Painting Clean exposed bare metal surfaces supplied removing all dirt, dust, grease and mill scale. Apply at least one coat of corrosion resistant primer paint to all supports and equipment fabricated from ferrous metal. Paint all pipe hangers and exposed sleeves, in exposed areas, with a rust inhibiting primer, as they are installed. Repaint all marred factory finished equipment supplied which is not scheduled to be</p>	<p>"Comply" "Comply"</p>

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	<p>repainted, to match the original factory finish.</p> <p>14. Equipment Protection and Clean-up</p> <p>Protect equipment and material in storage, on site and after installation until final acceptance. Leave factory covers in place. Take special precautions to prevent entry of foreign materials into working parts of piping. All mechanical equipment stored on site shall be kept in a dry, heated and ventilated storage area. Thoroughly clean piping and equipment of dirt, cuttings, and other foreign material. Protect bearings and shafts during installation. Grease shafts and sheaves to prevent corrosion. Supply and install necessary extended nipples for lubrication purposes. Provide, install and maintain 30% efficient temporary filters to return and exhaust air openings from ceiling spaces to prevent air born dust from entering, plenums and coils. Install filters to return air grilles when fans are operated and building is not at a clean condition.</p>	<p>"Comply"</p> <p>"Comply"</p>
5.	Testing, Adjusting and Balancing For HVAC	"Comply"
5.1	<p>Test</p> <ol style="list-style-type: none"> 1. Give written 24 hour notice of date for tests 2. Do not externally insulate or conceal work until tested and approved. Follow construction schedule and arrange for tests. 3. Conduct test in presence of Inspector. Arrange for the Owners representative to be present. 4. Bear costs including retesting and making good. 5. Refer to Piping Section for specific requirements. 6. Prior to tests, isolate all equipment or other parts which are not designed to withstand test pressures. 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
6.	Commissioning of HVAC Systems	"Comply"
6.1	<p>Quality Assurance</p> <ol style="list-style-type: none"> 1. The commissioning shall be executed in accordance with the intent of ASHRAE Standard guideline for "Commissioning of HVAC System". For list of acceptable Commissioning Agency, refer to DBM. 	<p>"Comply"</p> <p>"Comply"</p>
6.2	<p>General</p> <ol style="list-style-type: none"> 1. Be responsible for the performance and commissioning of all equipment supplied. Commissioning is the process of advancing the installation from the stage of static completion to full working order in accordance with the contract documents and design intent. It is the activation of the completed installation. 2. In consultation with the General Contractor, ensure that sufficient time is allowed and fully identified on the construction schedule for the proper commissioning of all mechanical systems. 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
6.3	<p>Commissioning and Demonstration</p> <ol style="list-style-type: none"> 1. Submit a schedule for the commissioning phase of the work. This schedule shall show: 	<p>"Comply"</p> <p>"Comply"</p>

	<ul style="list-style-type: none"> a. Equipment start-up schedule b. Submission dates for the various documents required prior to substantial completion. c. Timing of the various phases of the commissioning, testing, balancing and demonstration process. d. Plug all air pressure and flow measuring holes. e. Set up and test all alarm and protective devices 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
	2. At the conclusion of commissioning demonstrate the operation of the systems to be Consultant and then to the Owner's Operation Staff.	"Comply"
	3. The verification process shall include the demonstration of the following:	"Comply"
	<ul style="list-style-type: none"> a. The ease of access that has been provided throughout for servicing coils, motor, drives, fusible link fire dampers, smoke dampers, control dampers and damper operators. b. Location of and opening and closing of all access panels. c. Operation of all automatic control dampers and automatic temperature control devices. d. Operation of all alarm and protective devices. e. Proper response of all mixing boxes and air valves to thermostats and volume adjustment controls. f. Operation of all smoke dampers and all smoke pressurization and removal provisions. g. Operability of randomly selected fire dampers. h. Noise level from typical mixing boxes and air valves under extreme operating conditions. i. Operation of all equipment and system under each mode of operating, and failure, including: BMS control features, Automatic control including air compressors, Fan, Coils, Humidifiers, Steam pressure reducing stations, Condensate return units. 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
	4. At the completion of the commissioning, testing, balancing and demonstration submit the following to the Consultant:	"Comply"
	<ul style="list-style-type: none"> a. A letter certifying that all work specified under this contract is complete, clean and operational in accordance with the specification and drawings. b. Completed copies of all commissioning check lists plus copies of start-up reports from specialty contractors and vendors. c. "AS-BUILT" record drawing, as specified. 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
6.4	Commissioning and Demonstration	"Comply"
	1. Provide the services of an approved independent specialist firm to coordinate the commissioning process.	"Comply"
	2. The cooperation of all trades is essential for an efficient and planned process. A team comprising the following is recommended.	"Comply"
	3. Commissioning Coordinator:	"Comply"

a. General Contractor	"Comply"
b. Mechanical Contractor's Supervisor	"Comply"
c. Mechanical Consultant	"Comply"
d. Building Owner's Representative	"Comply"
e. Trades: Especially Control Contractor and Balancing Agency	"Comply"
f. Electrical	"Comply"
4. Prepare a commissioning statement for each of the four (4) phases that the process is perceived to be worked through. In sequence, the phase are expected to be:	"Comply"
a. PHASE 1 - System readiness	"Comply"
b. PHASE 2 System start-up, testing, balancing, etc.	"Comply"
c. PHASE 3 - Verification of system performance	"Comply"
d. PHASE 4 - Demonstration and instruction.	"Comply"
5. Regular meetings shall be held during the commissioning process. Minutes of the meeting shall be issued to all contractors involved, the Consultant and the Owners representative.	"Comply"
6. Plan the work to be specific in respect of personnel, schedule, and review and laboratory tests.	"Comply"
a. Personnel: Assign direct overall charge of commissioning to a person (the commissioning coordinator) fully qualified through practical experience and a comprehensive knowledge of the interactive nature of building and their controls to understand the complete system and be available to carry the project through to total completion. This person shall be responsible for - Commissioning, Demonstration to the Consultant and Owner and Certification of Substantial and Total Performance.	"Comply"
b. Schedule: Submit a schedule, as part of the construction schedules, for the commissioning phase of the work.	"Comply"
c. Review: Within three (3) months of commencing with the project work, the person having direct overall charge of commissioning shall review design intent and intended commissioning procedures with the Consultant. Six (6) prior to the date of schedules substantial performance, submit a detailed plan that addresses the entire approach to the commissioning process. The plan should be prepared specifically for the project at hand.	"Comply"
d. Troubleshooting: Where problems become apparent during the commissioning process, work at the identification and resolution of these problems. The basic function in troubleshooting are:	"Comply"
i. What - Identification and definition of the problem	"Comply"
ii. Why Determination and evaluation of the cause.	"Comply"

	<ul style="list-style-type: none"> iii. When - Determine the time available to resolve the problem. iv. Involve the Consultant in the review of the problem and proposed resolution. v. Coordinate remedial action with the appropriate parties. vi. Evaluate the effectiveness of the remedial action. e. Laboratory Tests: If the field tests indicate that equipment supplied to the project does not meet specifications, laboratory certification of the potentially deficient equipment may be requested by the Owner. 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
	<p>7. The work included in each of the four (4) phases shall be generally as follows:</p> <ul style="list-style-type: none"> a. PHASE 1 - System Readiness b. PHASE 2 - System startup, testing and balancing c. PHASE 3 - Verification of system performance d. PHASE 4 - Demonstration and Acceptance e. Post Substantial Performance Visits 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>
6.5	<p>Shop Drawings</p> <ul style="list-style-type: none"> 1. Submit shop drawings 2. Shop drawings shall include: <ul style="list-style-type: none"> a. Control center layouts. b. Manufacturer's descriptive technical literature for all equipment and devices. c. Interconnection schematics. d. Wiring and piping diagrams. e. One-line diagram from sensor and control points to Field Interface device and/or standalone DDC panel including all components and cables. f. Terminal cabinets, including termination listings. g. Written description indicating sequence of operation. Shop drawings will be rejected if the written description is not included with the submission. Sequences should reference English descriptors and labels for each point described. h. All input/output points which shall include the following information associated with each point. <ul style="list-style-type: none"> i. Sensing element type and location. ii. Details of associated field wiring schematics and schedules. iii. Pneumatic schematics and schedules. (Not required on "all electronic" projects). iv. Software and programming details. i. Copies of all system graphics complete with system specific point labels. 	<p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p> <p>"Comply"</p>

6.6	Operating and Mechanical Manuals <ol style="list-style-type: none"> 1. The maintenance manual data is intended to cover the operation and maintenance of all control systems and equipment installed. Forward 3 copies of the Controls and Instrumentation section of the operating and maintenance manuals to the Balancing Agency to ensure the binding and format of material are compatible. Ensure sufficient time has been given to the Balancing Agency for the compiling of the complete operating and maintenance manuals by the commissioning deadline. One complete manual shall be furnished prior to the time that system or equipment tests are performed. 2. The manual shall include the name, address and telephone number of the control subcontractor installing the systems and a list of emergency number for service personnel. The manuals shall have a table of contents and be assembled to conform to the table of contents with the tab sheets placed before instructions covering the subject. 3. Manuals shall be furnished which provide full and complete coverage of the following subjects: <ol style="list-style-type: none"> a. Operational Requirements b. System Operation c. Functional Description d. Software 	"Comply" "Comply" "Comply" "Comply"
6.7	Demonstration and Instruction to Owner <ol style="list-style-type: none"> 1. The Controls Contractor shall provide the services of competent instructors who will give full instruction to designated personnel in the adjustment, operation and maintenance, including pertinent safety requirements, of the equipment and system specified. The training shall be oriented toward the system installed rather than being a general training course. Instructors shall be thoroughly familiar with all aspects of the subject matter they are to teach. A training manual shall be provided for each trainee which describes in detail the data included in each training program. All equipment and material required for classroom training shall be provided by the Contractor. 	"Comply" "Comply"

I hereby certify to comply with all the above Technical Specifications.

Trademaster Resources Corporation
Name of Company/Bidder

Melvin R. Zabala
Signature over Printed Name of Representative

12/04/2018
Date

[Handwritten signature]

Section IV. General Conditions of Contract

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this 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.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.
- 10.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent

amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.

- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. 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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be

settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (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 the Department of Budget and Management (DBM) .
1.1(i)	The Supplier is
1.1(j)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the FY 2018 General Appropriations Act in the amount of Twenty One Million Pesos (P21,000,000.00).</p>
1.1(k)	<p>The Project Site is:</p> <p>Department of Budget and Management Arcache Building, General Solano St. San Miguel, Manila.</p>
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p style="padding-left: 40px;">Department of Budget and Management Ground Floor, DBM Building III, General Solano St. San Miguel, Manila Tel No. (02)657-3300 loc. 3117</p> <p style="padding-left: 40px;">Contact Person: Engr. Argee M. Sta. Barbara OIC-Chief Administrative Service-General Services Division (AS-GSD)</p> <p>The Supplier's address for Notices is:</p>
6.2	The delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
15	No further instructions.
16.1	The quantity of the Goods delivered to DBM shall be inspected by the AS-GSD. However, inspection and approval as to the acceptability of the Goods vis-a-vis its compliance with the technical specifications, and its order and condition, will be done with prior notice, written or

	verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the results of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.
17.3	Not applicable.
17.4	Not applicable.
21.1	No additional provision.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

MR. MELVIN R. ZABALA
Authorized Representative
Trademaster Resources Corporation
Lot E, Impex Compound
Alabang-Zapote Road, Las Piñas City

Dear **Mr. Zabala:**

We are pleased to inform you that the contract for the Project, "Supply, Delivery, Fabrication, Installation, Testing and Commissioning of Variable Refrigeration Flow Multi-Split System for the DBM Arcache Building," is hereby awarded to Trademaster Resources Corporation in the amount of P15,188,196.00.

In this regard, you are hereby required to post a performance security in the amount and form stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 prior to the signing of the contract.

Very truly yours,

BENJAMIN E. DIOKNO
Secretary



12-28-2018
BENJAMIN E. DIOKNO
MANILA



BANK OF THE PHILIPPINE ISLANDS

Founded in 1851

IRREVOCABLE DOMESTIC STANDBY LETTER OF CREDIT NO. 02026520196999

JANUARY 4, 2019

DEPARTMENT OF BUDGET AND MANAGEMENT
General Solano Street,
San Miguel, Manila

Gentlemen:

We hereby issue our Irrevocable Domestic Standby Letter of Credit No. 02026520196999 in your favor ("Beneficiary"), at the request of and for the account of **TRADEMASTER RESOURCES CORPORATION** ("Accountee") with address at Lot E Impex Compound Alabang Zapote Road, Las Pinas City in the amount not exceeding PHILIPPINE PESOS: SEVEN HUNDRED FIFTY NINE THOUSAND FOUR HUNDRED NINE and 80/100 only (PHP 759,409.80) as Performance Security for the Supply, Delivery, Fabrication, Installation, Testing and Commissioning of Variable Refrigeration Flow Multi-Split System for the DBM Arcache Building per Notice of Award.

Drawings under this credit shall be made against presentation of the following:

1. Original copy of Domestic Standby Letter of Credit No. 02026520196999 and amendments if any.
2. Your sight draft(s) drawn on ourselves and marked "Drawn without recourse under Bank of the Philippine Islands LC No. 02026520196999."
3. Beneficiary's statement signed by your authorized signatories certifying that the Accountee has defaulted in its obligation.

For identification purposes, above documents must be sent to us via the beneficiary's banker requesting them to confirm to us the authenticity of signatures on beneficiary's written certificate of default.

We hereby agree with the drawers, endorsers and bonafide holder of draft(s) drawn under and in compliance with the terms and conditions of this credit that the same shall be duly honored on due presentation, if drawn and negotiated at our counters at Trade & Supply Chain Operations Dep 4/F BPI Building, Ayala Ave., Cor Paseo de Roxas, Makati City Philippines on or before **3:00 PM Manila time of MAY 4, 2019.**

This credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Rev) International Chamber of Commerce Publication No. 600.


LEA C. INGATAN
Assistant Manager


IMELDA S. GENTOLIA
Senior Manager

Bank of the Philippine Islands, 3rd Floor Buendia Center Bldg., Sen. Gil Puyat Ave. Brgy. Bel-Air, Makati City



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO ST., SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

MR. MELVIN R. ZABALA
Authorized Representative
Trademaster Resources Corporation
Lot E, Impex Compound
Alabang-Zapote Road, Las Piñas City

Dear **Mr. Zabala:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Supply, Delivery, Fabrication, Installation, Testing and Commissioning of Variable Refrigeration Flow Multi-Split System for the DBM Arcache Building," shall commence upon receipt of this Notice to Proceed.

Very truly yours,


BENJAMIN E. DIOKNO
Secretary



I acknowledge receipt and acceptance of this Notice on: January 17, 2019

Name of Consultant and/or Representative: BENJAMIN DIOKNO

Authorized Signature: 