



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

PHILIPPINE BIDDING DOCUMENTS

Invitation to Bid No. 2021-05-099

**Supply, Delivery, Installation, Testing and Commissioning of Air
Conditioning Units**

- Lot 1 :** **Twenty Two (22) Units Inverter Split Type Floor and
Wall Mounted Air Conditioning Units at PNOC ESB,
Mabini, Batangas**
- Lot 2 :** **Two (2) Units 5TR Ceiling Mounted Air Conditioning
Units at Mini Theater and One (1) Unit 5TR Ceiling
Mounted Air Conditioning Unit at Server Room of PNOC
Bldg. 6, Taguig City**

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Glossary of Acronyms, Terms, and Abbreviations

ABC –Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – BangkoSentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project–Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

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

GFI – Government Financial Institution.

GOCC –Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



PHILIPPINE NATIONAL OIL COMPANY

PNOC Building 6, Energy Center

Rizal Drive, BGC, Taguig City

Tel No.: 8789-7662

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

INVITATION TO BID

Supply, Delivery, Installation, Testing and Commissioning of Air Conditioning Units

Invitation to Bid No. 2021-05-099

1. The Philippine National Oil Company (PNOC), through the 2021 Approved Corporate Operating Budget intends to apply the sum of:

Lot	Description	ABC (PhP)
1	Twenty Two (22) Units Inverter Split Type Floor and Wall Mounted Air Conditioning Units at PNOC ESB, Mabini, Batangas	1,745,000.00
2	Two (2) Units 5TR Ceiling Mounted Air Conditioning Units at Mini Theater and One (1) Unit 5TR Ceiling Mounted Air Conditioning Unit at Server Room of PNOC Bldg. 6, Taguig City	1,125,000.00
TOTAL		2,870,000.00

Being the Approved Budget for the Contract (ABC) to payments under the contract for the **Supply, Delivery, Installation, Testing and Commissioning of Air Conditioning Units** with identification number IB 2021-05-099. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The PNOC now invites bids for the above Procurement Project. Delivery of Goods and Services and the completion of the project is required within **sixty (60) calendar days upon receipt of Notice to Proceed (NTP) for Lot 1 and fifteen (15) calendar days upon receipt of NTP for Lot 2**. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *“pass/fail”* criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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

4. Interested bidders may obtain further information from the PNOC-Procurement Management Division and inspect the Bidding Documents at the address given below during **working hours from 8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **June 08, 2021** from the given address below and upon payment of a non-refundable fee amounting to **Two Thousand Pesos (PhP2,000.00) for Lot 1 and One Thousand Five Hundred Pesos (PhP1,500.00) for Lot 2**. The procuring entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The PNOC will hold a Pre-Bid Conference on **June 15, 2021, 10:00 AM** at 4/F Meeting Room, PNOC Bldg. 6, Energy Center, Rizal Drive, BGC, Taguig City and/or through video conferencing via **Zoom**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the address indicated below on or before **June 29, 2021, 10:00 A.M.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **June 29, 2021, 10:30 A.M.** at given address below and/or via **Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The PNOC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

The Secretariat

Bids and Awards Committee

Philippine National Oil Company

PNOC Bldg. 6, Energy Center

Rizal Drive, BGC, Taguig City

Telephone No. (02) 8789-7662

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

Website: www.pnoc.com.ph

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



EVANGELINE B. ALBAYTAR
BAC Chairperson



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PNOC Alternative Fuels Corporation (PAFC), wishes to receive Bids for the *Supply, Delivery, Installation, Testing and Commissioning of Air Conditioning Units*, including tools, equipment and materials, with identification number **IB 2021-05-099**.

The Procurement Project, *Supply, Delivery, Installation, Testing and Commissioning of Air Conditioning Units* for PNOC is composed of **two (2) lots**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2021 Approved Corporate Operating Budget in the amount of :

Lot	Description	ABC (PhP)
1	Twenty Two (22) Units Inverter Split Type Floor and Wall Mounted Air Conditioning Units at PNOC ESB, Mabini, Batangas	1,745,000.00
2	Two (2) Units 5TR Ceiling Mounted Air Conditioning Units at Mini Theater and One (1) Unit 5TR Ceiling Mounted Air Conditioning Unit at Server Room of PNOC Bldg. 6, Taguig City	1,125,000.00
TOTAL		2,870,000.00

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

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or

through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at PNOC Bldg. 6, Energy Center, Rizal Drive, BGC, Taguig City or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for a period of one hundred twenty (120) calendar days from the date of bid opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

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

18. Domestic Preference

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause													
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p><u>For Lot 1:</u></p> <p>The Bidder must have at least two (2) completed projects for the supply, delivery, installation, and testing, and commissioning of the Inverter Split Type Floor and Wall Mounted Air Conditioning units.</p> <p><u>For Lot 2:</u></p> <p>Supply, installation and commissioning of split type air conditioning in residential, commercial or industrial establishments. Bidders should have completed at least three (3) similar projects of the same nature in the last five (5) years.</p>												
7.1	Sub-contracting is not allowed												
12	No further instructions.												
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.</p>												
19.3	<table><tr><th>Lot</th><th>Description</th><th>ABC (PhP)</th></tr><tr><td>1</td><td>Twenty Two (22) Units Inverter Split Type Floor and Wall Mounted Air Conditioning Units at PNOC ESB, Mabini, Batangas</td><td>1,745,000.00</td></tr><tr><td>2</td><td>Two (2) Units 5TR Ceiling Mounted Air Conditioning Units at Mini Theater and One (1) Unit 5TR Ceiling Mounted Air Conditioning Unit at Server Room of PNOC Bldg. 6, Taguig City</td><td>1,125,000.00</td></tr><tr><td colspan="2">TOTAL</td><td>2,870,000.00</td></tr></table>	Lot	Description	ABC (PhP)	1	Twenty Two (22) Units Inverter Split Type Floor and Wall Mounted Air Conditioning Units at PNOC ESB, Mabini, Batangas	1,745,000.00	2	Two (2) Units 5TR Ceiling Mounted Air Conditioning Units at Mini Theater and One (1) Unit 5TR Ceiling Mounted Air Conditioning Unit at Server Room of PNOC Bldg. 6, Taguig City	1,125,000.00	TOTAL		2,870,000.00
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TOTAL		2,870,000.00											
20.2	No additional requirement												
21.2	No additional requirement												

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to the Project Site. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>The delivery terms applicable to this Contract are delivered to:</p> <p>Lot 1: PNOC Energy Supply Base Mabini, Batangas</p> <p>Lot 2: PNOC PNOC Bldg. 6, Energy Center, Rizal Drive, BGC, Taguig City</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:”</p> <p>Lot 1:</p> <p style="padding-left: 100px;">Engr. Carlito B. Pena Manager – Energy Supply Base</p> <p>Lot 2:</p> <p style="padding-left: 100px;">Mr. Lino Gerardo G. Calaor Manager – Administrative Services Department</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;

	<ul style="list-style-type: none"> c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of one (1) year.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	<p>Packaging –</p>

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

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Please refer to the Terms of Reference
4	Please refer to the Terms of Reference

Section VI. Schedule of Requirements

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

Description	Quantity	Delivered, Weeks/Months
Twenty Two (22) Units Inverter Split Type Floor and Wall Mounted Air Conditioning Units at PNOC ESB, Mabini, Batangas	1 lot	Duration of contract is sixty (60) calendar days after receipt of Notice to Proceed.
Two (2) Units 5TR Ceiling Mounted Air Conditioning Units at Mini Theater and One (1) Unit 5TR Ceiling Mounted Air Conditioning Unit at Server Room of PNOC Bldg. 6, Taguig City	1 lot	Duration of contract is fifteen (15) calendar days after receipt of Notice to Proceed.

Name of Company: _____

Authorized Representative: _____
(Name and Signature)

Section VII. Technical Specifications / Terms of Reference

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

For Lot 1 : Twenty Two (22 Units Inverter Split Type Floor and Wall Mounted Air Conditioning Units at PNOC ESB, Mabini, Batangas

Location No.	Specifications	Statement of Compliance
1	Brand new One (1) unit - 3.0TR Floor Mounted Inverter Split Type Air Conditioner, 220V (R32 refrigerant)	
2	Brand new Seventeen (17) units - 2.5HP Wall Mounted Inverter Split Type Air Conditioner, 220V (R32 refrigerant)	
3	Brand new Four (4) units - 1.5HP Wall Mounted Inverter Split Type Air Conditioner, 220V (R32 refrigerant)	
4	One (1) lot – Electrical materials	
5	One (1) lot – Mechanical materials	
6	One (1) lot – other required materials and consumables	
7	Warranty: All materials and workmanship shall be guaranteed for a period of one (1) year from the date of acceptance. At any time within the period of guarantee and upon notification, the contractor shall repair and/or rectify all the deficiencies, including replacement of parts or entire unit, at the sole option of PNOC.	

Name of Company: _____

Authorized Representative: _____
(Name & Signature)

SCOPE OF WORK:

1. Conduct site inspection to determine the extent of the project.
2. Contractor to submit a comprehensive work plan methodology.
3. Submit the Gantt chart for the entire project.
4. Supply and delivery of Twenty two (22) units Air Conditioner.
 - a. One (1) unit - 3.0TR Floor Mounted Inverter Split Type Air Conditioner
 - b. Seventeen (17) units – 2.5HP Wall Mounted Inverter Split Type Air Conditioner
 - c. Four (4) units – 1.5HP Wall Mounted Inverter Split Type
5. Dismantling/removal of existing Air conditioning units.
6. Removal of existing electrical wiring, circuit breaker, copper tubing and drain pipe including insulation.
7. Replacement of new electrical wiring, circuit breaker, copper tubing, drain pipe, insulation for copper tubing and drain pipe and other consumables/accessories.
8. Installation of new Twenty two (22) units Air Conditioner.
9. Supply of electrical and other materials and consumables such as but not limited to electrical conduits, circuit breakers, cable wire, copper tubing, etc. needed for the installation and commissioning of Air conditioner.
10. Restoration of affected areas including but not limited to re-plastering and repainting of the damaged areas.
11. Testing and commissioning of Twenty two (22) units Air Conditioner including testing of drain pipe.
12. Cleaning and demobilization.

LABOR REQUIREMENTS:

1. The contractor must be knowledgeable in the installation and commissioning of wall and floor mounted Inverter split type air conditioning units.
2. The contractor must have a qualified team leader for all technical aspects needed for installation and commissioning and other services performed at the project site.

MATERIALS REQUIREMENTS:

1. Brand new One (1) unit - 3.0TR Floor Mounted Inverter Split Type Air Conditioner, 220V (R32 refrigerant)
2. Brand new Seventeen (17) units - 2.5HP Wall Mounted Inverter Split Type Air Conditioner, 220V (R32 refrigerant)
3. Brand new Four (4) units - 1.5HP Wall Mounted Inverter Split Type Air Conditioner, 220V (R32 refrigerant)
4. 1 lot – Electrical materials
5. 1 lot – Mechanical materials
6. 1 lot – other required materials and consumables

PROJECT EXECUTION REQUIREMENTS:

1. The Contractor shall validate and check any conditions on-site which may have an effect on the work and shall immediately notify PNOC before commencing the works.
2. Supply and delivery of Twenty two (22) units Inverter Split-type air conditioning units.

3. Dismantling/removal of existing air conditioning units, electrical wiring, circuit breaker, copper tubing and drain pipes.
4. Installation of brand new Air Conditioning units and complete accessories.
5. The contractor is required to provide all required materials and consumables for the installations of wall and floor mounted inverter split type air conditioning units.
6. Replacement of new electrical wiring, circuit breaker, copper tubing, drain pipes and other required consumables/accessories.
7. All works, which are not in accordance with this specification, shall be corrected at the Contractor's expense.
8. All matters/changes relative to these project specifications shall be brought to the attention of PNOC or the Project Engineer/Inspector assigned to the project.
9. Cleaning all debris and disposal to the area assigned by PNOC.

ADDITIONAL REQUIREMENTS:

A. General Conditions

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

description as provided in the scope of work and are deemed to be disadvantageous to PNOC.

13. The Contractor shall be liable for all direct and consequential damages arising out of any failure to perform the work in accordance with the schedule and with terms and conditions of the contract documents.
14. The Contractor shall submit to the PNOC ESB representative Daily Accomplishment Report for monitoring purposes.
15. The Base operations shall be given priority on the phasing of works. The Contractor should therefore coordinate with the PNOC ESB representative and/or Duty Supervisor regarding the scheduling and phasing of works so as not to interrupt the Base operations during project implementation.

B. Site Possession

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

C. Contract interpretation

- The contract documents, specifications and drawings are mutually complimentary. In case of conflict, what is noted in one although not shown in another shall be considered contained in all. The specifications shall prevail over the drawings. The documents forming the contract shall be interpreted in the following order of priority:
 1. Contract/Construction Agreement
 2. Letter of Acceptance
 3. Contractor's Bid
 4. Special Conditions of the Contract
 5. Specifications
 6. Drawings
 7. Bill of Quantities
 8. Any other documents listed in the Special Conditions of the Contracts as forming part of the Contract.
 9. The Contractor shall examine all the issued documents relating to the work and must have verified all existing conditions at the site. No consideration will be given for any alleged misunderstanding or misinterpretation of the specifications and materials to be used or work to be done.
 10. All works shall be properly coordinated with PNOC-ESB representative.

COMPLETION OF WORK:

- Work should be completed within sixty (60) calendar days reckoned from the date of receipt of the Notice to Proceed (NTP). The 60 calendar days include the ten (10) rainy/unworkable days with the approval of PNOC ESB management.

WARRANTY PROVISIONS:

- All materials and workmanship shall be guaranteed for a period of one (1) year from the date of acceptance. At any time within the period of guarantee and upon notification, the contractor shall repair and/or rectify all the deficiencies, including replacement of parts or entire unit, at the sole option of PNOC.

[illegible]

For Lot 2 : Two (2) Units 5TR Ceiling Mounted Air Conditioning Units at Mini Theater and One (1) Unit 5TR Ceiling Mounted Air Conditioning Unit at Server Room of PNOC Bldg. 6, Taguig City

Location No.	Specifications	Statement of Compliance
1	Capacity : 5TR	
2	Type : Inverter	
3	Refrigerant : R410a or R32	
4	Drain Pipe : ≥25mmΦ	
5	Color : White	
6	Controller : Wireless remote controlled	
7	Power Supply : 230V, 60Hz	
8	Power Input : ≤6Kw	
9	Copper Tube : 7/8" (gas), 3/8" (liquid) or as per manufacturer's recommendation	
10	Feature: slim & quiet type	
11	<p>Warranty:</p> <ul style="list-style-type: none"> ▪ Equipment warranty: Five (5) years guarantee for the compressor and One (1) year on materials, parts/components and workmanship from date of acceptance. At any time within the period of guarantee and upon notification, the contractor shall repair and/or rectify all the deficiencies, including replacement of parts or entire unit, at the sole option of PNOC. ▪ The contractor shall be responsible in providing claims, doing or arranging parts replacement and servicing for the warranty during the warranty period. The end-user shall not be redirected by the contractor to other entities including suppliers or OEMs in executing the warranty. ▪ If any has been omitted in any item of work or materials which are necessary for the completion of the work as outlined herein, then such item must be and hereby provided /included to complete the system 	

Name of Company: _____

Authorized Representative: _____
(Name & Signature)

SCOPE OF WORKS:

The scope of the project will be the supply, delivery and installation of ceiling suspended split-type AC units for mini-theatre and server room of PNOC building 6. This includes provision of skilled labor, appropriate tools and equipment, consumables and testing instruments. Work also includes dismantling of existing unit to be transported to the PNOC designated waste material area. The expertise and supervision must be with full competence that meets the requirements of PNOC. The project comprises steel and copper pipe-joining such as brazing and soldering, provision of drain water piping, concealing and securing Fan Coil Units (FCU's) and Air Cooled Condensing Units (ACCU's) connection with pipe insulation and pipe brackets/supports respectively including all necessary works and required materials to make the unit function as it should be.

LABOR REQUIREMENT/S:

- Project supervised by a mechanical or electrical engineer.
- Skilled AC technicians/installers.
- Bidder must have at-least five (5) years of experience in handling and contracting air conditioning projects.
- Bidder should be a mechanical/electrical contractor.
- Bidder should have completed at-least three (3) similar projects of the same nature in the last five (5) years.

MATERIAL REQUIREMENT:

1. The Bidder must submit a Gantt chart for the project.
2. The contractor shall provide, among others, the following primary materials as specified
 - ❖ 3 sets of 5TR ceiling suspended type AC units securely hanged into securely mounted fabricated angular bar and corrosion resistant 12mm threaded round bar. All completely installed with hard drawn copper tubing and fittings, rubber insulation, polyethylene pipe insulation, PVC blue drain pipes & fittings, power conducted by 8.0mm² THHN/THWN electrical cabling in 20mm RSC raceway individually protected by 60Amps power isolator circuit breaker (CB) enclosed in NEMA-3 with all the required accessories to complete the system.

Technical Specification:

Capacity	: 5TR	Power Supply	: 230V, 60Hz
Type	: Inverter	Power Input	: ≤6Kw
Refrigerant	: R410a or R32	Copper Tube	:
7/8"(gas), 3/8"(liquid) or as per			
Drain Pipe	: ≥25mmΦ		
Manufacturer's recommendation Color : White			
Controller	: Wireless remote controlled		
Feature	: slim & quiet type		

- ❖ 3 assemblies of condenser brackets and 3 assemblies of fan coil brackets made from (2.5mmx2.5mmx4mm) angular bar painted with epoxy primer applied in three coats.

3. All supplied units should be designed to adapt with 230V power supply system.
4. Fixing bolts or expansion bolts shall be stainless steel.
5. All materials should be factory manufactured, no fabricated items for the project will be accepted except when required but subject to prior approval of PNOC representative.
6. Contractor must observe uniformity of supplied materials and accessories for the project.
7. All materials and accessories for the project shall be subjected to inspection and acceptance by the PNOC Admin-GSD representative prior to commencement of work.

PROJECT EXECUTION REQUIREMENT:

1. Properly position warning signs and safety gadget (fire extinguisher, eye protector, gloves and etc.) prior to start of work.
2. Fabricate condenser brackets that will coincide with the size and weight of the condenser and fan coil units.
3. Prepare pathway hole of pipes on wall/slab by using appropriate chipping tools.
4. Properly position fan coils and condensing units to the approved and designated area of location.
5. Lay-down copper pipes, cut to needed length, install unit systems individual filter dryer, insulate with rubber insulation and be connected from fan coil to condenser units with proper connector by correct copper brazing or soldering.
6. Prior to power supply termination properly mount individual safety/isolation breakers for each unit.
7. Terminate power supply cable from power source to unit's individual safety breaker.
8. Connect units drain water pipe directed to the nearest drain.
9. Charge the unit with nitrogen to desired pressure to check for pipe leaks particularly on areas of connection.
10. If found out that the system is free from leaks, insulate pipes with polyethylene pipe insulator to avoid condensation during units operation.
11. Dehumidify the unit with vacuum machine to fully free the system from moisture.
12. Fix all pipe with pipe support to fasten the tube in secured position.
13. Charge the required and enough amount of refrigerant to the system.
14. Duly check all connections and termination.
15. Any adjustment on the system shall be provided by the contractor.
16. All needed works must be complete, acceptable and functioning at required capacity.
17. A comprehensive final checking of the installation should be conducted prior to turn-over. All unacceptable work must be replaced and/or re-worked at no additional cost to PNOC.
18. Conduct standard electrical testing by the use of appropriate and calibrated testing Instruments.
19. Rectify all affected areas during the course of installation, re-paint with the same existing tint if necessary.
20. All work area must be cleared and cleaned.
21. Energization.
22. Testing and commissioning.
23. Demobilization of personnel, tools and equipment.

GENERAL PROVISIONS:

1. A joint inspection must be conducted by the Contractor and PNOC-Admin GSD Representatives on the specific works to be done for the project

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

SITE POSSESSION:

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

COMPLETION OF WORK:

- Work should be completed in fifteen (15) calendar days reckoned from the date of receipt of the notice to proceed. Work can be done after office hours from 5:00pm onwards daily and 7:00am onwards on weekends or holidays.

NOTE: Delays due to work stoppage ordered by GSD shall not be counted against the set completion date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (l) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

or

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

Class “B” Documents

- ☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

Section VIII. Bidding Forms

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

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

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

Name and Signature of Authorized Representative

Date

*Notes:

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

**STATEMENT OF ALL: (i) ONGOING CONTRACTS (GOVERNMENT AND PRIVATE) AND; (ii)
AWARDED BUT NOT YET STARTED CONTRACTS**

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

Date of the Contract	Contracting Party	Name of Contract	Nature of Contract	Amount of Contract	Contract Duration	

Name and Signature of Authorized Representative

Date

*Instructions:

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

BID FORM

Date : _____
Project Identification No.: _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name of Authorized Representative: _____

Legal capacity: _____ Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Within the Philippines

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

Name: _____

Legal Capacity: _____

Signature: _____

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

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

BID SECURING DECLARATION

Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

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

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

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

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me

through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ issued on ____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

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CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

For the Entity:
By

For the Supplier/Service Provider
By:

ADM Reuben S. Lista (Ret)
President and
Chief Executive Officer

Insert Name of Signatory
Insert Legal Capacity of the Signatory

Witnesses

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

ACKNOWLEDGMENT

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

Name	Competent Evidence of Identity	Date/Place Issued

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

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

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OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____, Philippines.

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

[Insert signatory's legal capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To:
[Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

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PHILIPPINE NATIONAL OIL COMPANY

PNOC Building VI, Energy Center, Rizal Drive, BGC, Fort Bonifacio, Taguig City, Philippines Tel. No. (632) 7897662

NET FINANCIAL CONTRACTING CAPACITY

Current Assets	_____
Less: Current Liabilities	_____
Total	_____
Multiply by K	15
Total	_____
Less: Value of All On-going Contracts	_____
Net Financial Contracting Capacity	=====

Net Financial Contracting Capacity (NFCC)

NFCC = at least equal to the Approved Budget

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

K = 15 for a contract duration of more than one year up to two years, and

Prepared by:

Signature over Printed Name

