



DEVELOPMENT BANK OF THE PHILIPPINES
Head Office: Sen. Gil J. Puyat Avenue corner
Makati Avenue, Makati City, Philippines



TERMS OF REFERENCE

PROJECT : 5 TONNER FLOOR MOUNTED AIRCONDITIONING UNIT, INVERTER, WITH DELIVERY AND INSTALLATION (23.57 HP)

LOCATION : NAGA LENDING CENTER, 2F DBP BUILDING, PANGANIBAN DRIVE, NAGA CITY

I. APPROVED BUDGET FOR THE CONTRACT

DESCRIPTION	QUANTITY	Total Cost Inclusive of All Applicable Taxes	End User
5TR floor mounted air-conditioning units, inverter, with delivery and installation (23.57HP)	3 unit	₱750,000.00	Naga Lending Center

II. TECHNICAL SPECIFICATIONS

Supply, delivery, installation, testing, commissioning of three (3) 5tr floor mounted, inverter air conditioning units (23.57 HP)

5TR Floor Mounted

Unit Type		Inverter
Power Supply	Ph/V/Hz	1 Phase/220V-230V/60Hz
Refrigerant		R32/R410A
Cooling Capacity	kj/H	54,800 min
	btu/H	51,900 min
	kw	14.0 min
System Power Input	WATTS	5,600 +/-
Energy Efficiency Ratio (EER)	Kj/W-Hr	10.8 – 18.2
Piping Connections Liquid	mmΦ	Φ 9.5
Piping Connections Gas	mmΦ	Φ15.9
Maximum Piping Length	m	50
Maximum Piping Elevation/Vertical Separation	m	30

1. Circuit Breaker including electrical wirings
2. Do not contain “controlled refrigerants” as defined under the Ozone Layer Protection Regulation
3. At least 4.0 Energy Star
4. Packaging must use recyclable materials

III. DELIVERY PERIOD

Purchase shall be awarded in Purchase Order (PO) and the delivery, installation (including electrical wirings) testing and commissioning of the units, shall be completed within forty-five (45) calendar days upon receipt of **Notice to Proceed from DBP**.

IV. DELIVERY / INSTALLATION ADDRESS

Items	Delivery Address
3 Units - 5TR floor mounted air-conditioning units, inverter	DBP Naga Lending Center 2/F, DBP Building, Panganiban Drive, Tinago, Naga City 4400

V. GENERAL CONDITIONS

1. Installation shall be closely coordinated with the staff of the DBP Lending Center representative to ensure that the same will not affect the operations of the Bank.
2. The Supplier shall be fully responsive for the safety of its personnel and clearly understands and agrees that no employer-employee relationship shall exist between the supplier's work force and the DBP.

Any damage caused by supplier or its personnel to any property of DBP or injury or death to a third party shall be their sole responsibility shall pay the cost or shoulder the burden thereof.

3. The DBP shall be free and made harmless from any and all kind of claims, damages, and liabilities arising from the supplier's mishandling of the Air Conditioning Units and/or injuries of its personnel.

VI. WARRANTY

1. One (1) year warranty upon final acceptance of the project. If ever the Air Conditioning Units developed trouble and/or malfunction within the warranty period, the same shall be repaired/parts replaced free of charge and its warranty be extended until such time the supplier completed the repair.
2. Cost of transportation and technician's per diem shall be for the account of the supplier.

VII. ACCEPTANCE

Certificate of Acceptance (COA) shall be issued upon completion of delivery, installation, wirings and testing of the Air Conditioning Units

VIII. PAYMENT

One-time, full payment shall be issued upon complete delivery, installation (including electrical wirings) testing and commissioning of Air Conditioning Units.

Submission of the following documents:

1. Presentation of updated Tax Clearance for Final Settlement of Government Contract (TCFG) from BIR prior to payment of the completed contract.
2. Delivery Receipt per item duly received by the DBP Personnel.
3. Warranty Certificate

IX. LIQUIDATED DAMAGE

When the Supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier shall be liable for damages for the delay and shall pay DBP liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent

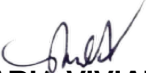
(1%) of the cost of delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by DBP.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the DBP shall rescind the Contract, without prejudice to other courses of action and remedies open to it.

X. DOCUMENTARY REQUIREMENTS

1. Quotation/Proposal
2. Current/Valid Business/Mayor's Permit
3. BIR Tax Clearance
4. DTI Registration / SEC/CDA Registration
5. PhilGEPS Registration number
6. Income/Business Tax Return
7. Omnibus Sworn Statement
8. Data Privacy Consent Form
9. Brochure

Recommended by:


AVP MARIA VIVIAN B. OLAYTA
OIC, Naga Lending Center

Approved by:

SVP DANIEL M. GONZALES
Head, South Luzon Lending Group