

# TERMS OF REFERENCE

## PROCUREMENT, DELIVERY, DISMANTLING, HAULING, AND INSTALLATION OF FOURTEEN (14) AIR CONDITIONING UNITS FOR THE OFFICE OF THE SOLICITOR GENERAL, MAKATI CITY

### APPROVED BUDGET FOR THE CONTRACT (ABC) ON OFFICE EQUIPMENT (AIR CONDITIONING UNITS)

One Million Two Hundred Ninety-Nine Thousand Nine Hundred Thirty-One Pesos and Fifty Centavos  
(Php 1,299,931.50), inclusive of all applicable government taxes and charges.

#### I. TECHNICAL SPECIFICATIONS FOR OFFICE EQUIPMENT (AIR CONDITIONING UNITS)

##### A. TWO (2) 10.0 TR AIR CONDITIONER DUCTED SPLIT TYPE

FEATURES AND SPECIFICATIONS	
<ul style="list-style-type: none"> <li>• 10.0 TR NON-INVERTER</li> <li>• RUST AND CORROSION PROTECTED</li> <li>• AIR FILTER – WASHABLE, ANTI-MOLD FILTER</li> <li>• PAINTED STEEL EXTERNAL FINISH</li> </ul>	
INDOOR UNITS	
Unit Model	Non-Inverter Type
Unit Type	Floor Mounted / Standing
Electrical Characteristics	
a. Voltage	Standard 220 V (will work with Philippine electrical system)
b. Phase	3 Phase
c. Frequency	60 Hz (will work with Philippine electrical system)
Type of Compressor	Scroll / Rotary
Refrigerant	Using HCFC-22
Condenser Air Discharge	Horizontal (flow air discharge is at the front of ACCU)
ACCU Fan Type	Propeller
ACCU Fan Motor	Totally enclosed
Safety Controls	High & Low Pressure Controls
Electrical Characteristics	
OUTDOOR UNITS	
a. Voltage	Standard 220 V (will work with Philippine electrical system)
b. Phase	3 Phase
c. Frequency	60 Hz (will work with Philippine electrical system)

##### B. ONE (1) 5.0 TR AIRCONDITIONER CEILING MOUNTED INVERTER SPLIT TYPE

FEATURES AND SPECIFICATIONS	
<ul style="list-style-type: none"> <li>• 5.0 TR INVERTER AIRCON</li> <li>• WIRELESS REMOTE CONTROL</li> <li>• EASY CLEAN PANEL</li> <li>• RUST AND CORROSION PROTECTED</li> <li>• AIR FILTER – WASHABLE, ANTI MOLD FILTER</li> </ul>	
INDOOR UNIT	
Unit Model	Inverter Type
Unit Type	Ceiling Mounted
Type of Blower	Centrifugal
Electrical Characteristics	
a. Voltage	Standard 220 V (will work with Philippine electrical system)
b. Phase	3 Phase
c. Frequency	60 Hz (will work with Philippine electrical system)
Type of Control	Digital with built-in timer, temperature control, and operation mode

Air Filter	Washable
<b>OUTDOOR UNIT</b>	
Type of Compressor	Scroll / Rotary
Refrigerant	Using R410A
Condenser Air Discharge	Horizontal (flow air discharge is at the front of ACCU)
ACCU Fan Type	Propeller
ACCU Fan Motor	Totally enclosed
Safety Controls	High & Low Pressure Controls
Electrical Characteristics	
a. Voltage	Standard 220 V (will work with Philippine electrical system)
b. Phase	3 Phase
c. Frequency	60 Hz (will work with Philippine electrical system)

**C. ONE (1) 3.0 TR AIRCONDITIONER CEILING MOUNTED INVERTER SPLIT TYPE**

<b>FEATURES AND SPECIFICATIONS</b>	
<ul style="list-style-type: none"> <li>• 3.0 TR INVERTER AIRCON</li> <li>• WIRELESS REMOTE CONTROL</li> <li>• EASY CLEAN PANEL</li> <li>• RUST AND CORROSION PROTECTED</li> <li>• AIR FILTER – WASHABLE, ANTI MOLD FILTER</li> </ul>	
<b>INDOOR UNIT</b>	
Unit Model	Inverter Type
Unit Type	Ceiling Mounted
Type of Blower	Centrifugal
Electrical Characteristics	
a. Voltage	Standard 220 V (will work with Philippine electrical system)
b. Phase	1 Phase
c. Frequency	60 Hz (will work with Philippine electrical system)
Type of Control	Digital with built-in timer, temperature control, and operation mode
Air Filter	Washable
<b>OUTDOOR UNIT</b>	
Type of Compressor	Scroll / Rotary
Refrigerant	Using R410A
Condenser Air Discharge	Horizontal (flow air discharge is at the front of ACCU)
ACCU Fan Type	Propeller
ACCU Fan Motor	Totally enclosed
Safety Controls	High & Low Pressure Controls
Electrical Characteristics	
a. Voltage	Standard 220 V (will work with Philippine electrical system)
b. Phase	1 Phase
c. Frequency	60 Hz (will work with Philippine electrical system)

**D. ONE (1) 5.0 TR FREE BLOW / FLOOR MOUNTED SPLIT TYPE AIRCONDITIONING UNIT NON-INVERTER**

<b>FEATURES AND SPECIFICATIONS</b>	
<ul style="list-style-type: none"> <li>• 5.0 TR NON-INVERTER AIRCON</li> <li>• WIRELESS REMOTE CONTROL</li> <li>• EASY CLEAN PANEL</li> <li>• RUST AND CORROSION PROTECTED</li> <li>• AIR FILTER – WASHABLE, ANTI MOLD FILTER</li> </ul>	
<b>INDOOR UNIT</b>	
Unit Model	Non-Inverter Type
Unit Type	Floor Mounted / Free Blow
Electrical Characteristics	

a. Voltage	Standard 220 V (will work with Philippine electrical system)
b. Phase	3 Phase
c. Frequency	60 Hz (will work with Philippine electrical system)
Type of Control	Digital with built-in timer, temperature control, and operation mode
Air Filter	Washable
<b>OUTDOOR UNIT</b>	
Type of Compressor	Scroll / Rotary
Refrigerant	Using R410A
Condenser Air Discharge	Horizontal (flow air discharge is at the front of ACCU)
ACCU Fan Type	Propeller
ACCU Fan Motor	Totally enclosed
Safety Controls	High & Low Pressure Controls
<b>Electrical Characteristics</b>	
a. Voltage	Standard 220 V (will work with Philippine electrical system)
b. Phase	3 Phase
c. Frequency	60 Hz (will work with Philippine electrical system)

**E. EIGHT (8) 1.0 HP AIRCONDITIONER WINDOW TYPE NON-INVERTER**

<b>FEATURE AND SPECIFICATIONS</b>	
<ul style="list-style-type: none"> <li>• 1.0 HP WINDOW TYPE NON-INVERTER</li> <li>• EASY CLEAN PANEL</li> <li>• WIRELESS REMOTE CONTROL</li> <li>• RUST CORROSION PROTECTED</li> <li>• ANTI-FREEZE PROTECTION</li> </ul>	
<b>INDOOR UNIT</b>	
Unit Model	Standard
Unit Type	Window Type
Nominal Cooling Capacity	At least 1 HP
Refrigerant	R410A
Energy Efficiency Ratio	10.5 kJ/W-Hr
<b>Electrical Characteristics</b>	
a. Voltage	Standard 220 V (will work with Philippine electrical system)
b. Phase	1 Phase
c. Frequency	60 Hz (will work with Philippine electrical system)
Type of Control	Digital with built-in timer, temperature control, and operation mode
Air Filter	Washable

**F. ONE (1) 1.5 HP AIRCONDITIONER WALL MOUNTED INVERTER SPLIT TYPE**

<b>FEATURES AND SPECIFICATIONS</b>	
<ul style="list-style-type: none"> <li>• 1.5 HP INVERTER AIRCON</li> <li>• WIRELESS REMOTE CONTROL</li> <li>• EASY CLEAN PANEL</li> <li>• RUST AND CORROSION PROTECTED</li> <li>• AIR FILTER – WASHABLE, ANTI MOLD FILTER</li> </ul>	
<b>INDOOR UNIT</b>	
Unit Model	Inverter Type
Unit Type	Wall Type
<b>Electrical Characteristics</b>	
a. Voltage	Standard 220 V (will work with Philippine electrical system)
b. Phase	1 Phase
c. Frequency	60 Hz (will work with Philippine electrical system)
Type of Control	Digital with built-in timer, temperature control, and operation mode

Air Filter	Washable
<b>OUTDOOR UNIT</b>	
Type of Compressor	Scroll / Rotary
Refrigerant	Using R410A
Condenser Air Discharge	Horizontal (flow air discharge is at the front of ACCU)
ACCU Fan Type	Propeller
ACCU Fan Motor	Totally enclosed
Safety Controls	High & Low Pressure Controls
Electrical Characteristics	
a. Voltage	Standard 220 V (will work with Philippine electrical system)
b. Phase	1 Phase
c. Frequency	60 Hz (will work with Philippine electrical system)

## II. QUALIFICATIONS OF THE SUPPLIER

1. Must be legally registered with SEC, DTI or Cooperative Development Authority (CDA) whichever is applicable.
2. Must have been in the business of supplying, delivering, installing air conditioning units and providing its repair and preventive maintenance for at least five (5) years.
3. Must be able to present a certification from the manufacturer that they are also an Authorized Service Center of the brand of the air conditioning units that they installed and delivered.
4. Must have an Authorized Service Center for the brand of the air conditioning units installed and delivered within Metro Manila.
5. Must present a Client Satisfaction Rating from at least three (3) government agencies or private corporations, with whom the Supplier has a past or ongoing contract similar to this budget.

## II. SUPPLY, DELIVERY, DISMANTLING, HAULING AND INSTALLATION SCHEDULE

Agrees to supply, deliver, dismantle and install fourteen (14) air conditioning units at the OSG Building and extension offices within a period of Sixty (60) calendar days from receipt of Notice to Proceed (NTP), which period shall already include the time required to dismantle and haul the existing air conditioning units to be replaced, and the delivery and installation of the new air conditioning units.

## III. SCOPE OF SERVICES

### A. DOCUMENTATION

1. Agrees to process and submit to the concerned government agencies the required documents needed, if any, in the dismantling, hauling, delivery, installation and operation of the air conditioning units and pay the necessary fees on its own account.
2. Agrees to issue a one (1) year Certificate of Comprehensive Warranty on technical support, provision of services parts replacement/repair and preventive maintenance check-up.
3. Agrees to provide Operation and Maintenance Manual, Control Diagrams, Manufacturer's Printed Data including associated diagrams in clear concise English, drawings, technical data for the efficient operation and maintenance of the air conditioning units.
4. Other documents as may be required by pertinent COA rules and regulations (e.g. tax receipts from the BIR indicating the exact specifications and/or serial number of the air conditioning units supplied to the OSG).

## B. DISMANTLING, HAULING AND INSTALLATION WORK

1. Agrees to dismantle the existing air conditioning units, evaporator assembly, condenser assembly, feeder line, accessories and all other components, according to a pre-approved work plan, which must likewise comply with the existing rules of the respective Building Administrator.
2. Agrees to haul all dismantled parts/components, which includes but is not limited to the old air conditioning units, to the area designated by the Section Head of the Security Ground and Building Maintenance Section.
3. Agrees to deliver and install fourteen (14) brand new air conditioning units, according to a pre-approved work plan, which is compliant with the existing rules of the respective Building Administrator.
4. Agrees to provide wiring and conduit works for main-feeder lines and sub-feeders from main circuit breaker to the equipment.
5. Agrees to render necessary masonry, repair/polishing work, grouting and cementing of concrete walls.
6. Agrees to supply and fix all support necessary for the installation of the air conditioning units, *i.e., piping lines, piping drains, electrical wiring and metal conduits with safety breakers, brackets, etc.*, whether indoor or outdoor.
7. Agrees to provide safety barricades, enclosures, shielding, coverings, warning device, etc. upon the start of the project to ensure protection of the general public and damage to properties due to falling debris.
8. Agrees to clean up the whole area daily of accumulated refuse of debris caused by the work and upon completion of the project, the entire installation to the satisfaction of the OSG.

## IV. POST – INSTALLATION WORK

### A. ORIENTATION / FAMILIARIZATION

Agrees to conduct a one-time in-house familiarization/orientation for the personnel of the Security Ground and Building Maintenance Section of the OSG and end users on the operation of the air conditioning units immediately after their installation.

### B. POST-INSTALLATION SERVICE WARRANTY

1. Agrees to respond within four (4) working hours from the time a problem is reported during the warranty period.
2. Agrees to issue to client a diagnostic report of the problem within eight (8) working hours from the time it was reported during the warranty period.
3. Agrees to make available on-call technicians to provide technical support services during the warranty period.

### C. WARRANTIES OF THE SUPPLIER

1. Warrants to replace defective goods or parts if beyond repair, within three (3) calendar days from receipt of written notice from Procuring Entity.
2. Warrants that it shall conform strictly to the terms and conditions of this Terms of Reference.
3. Warrants that its manpower shall have at least one (1) personnel who must be a holder of a license or possess a certification from TESDA or other accredited institutions warranting technical skills to do the services required to the satisfaction of the OSG.
4. Warrants that it shall employ well-behaved and honest employees with ID displayed conspicuously while working within the compound.
5. Warrants to pay all fees or charges payable to any instrumentality of government or to any other duly constituted authority relating to the use or operation of the installation.
6. Warrants that its personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
7. Warrants that it shall coordinate with authorized and/or designated OSG personnel in the performance of their job.
8. Warrants a period of one (1) year warranty from date of acceptance that installed air conditioning units shall have no defects, arising from design, materials, or workmanship.

9. Warrants that it shall be liable for loss, damage, or injury as may be due directly through the fault or negligence of its personnel; that it shall assume responsibility thereof and the OSG shall be specifically released from any responsibility arising there from.

**V. TERMS OF PAYMENT**

**A. Schedule of Payment**

1. Agrees to be paid based on a progressive billing scheme as follows:

	Particulars	Remarks/ Conditions
<b>First release</b>	15% of the Total Contract Price <i>per lot</i> , less 5% warranty deposit, computed based on the progress billing.	The amount represents the mobilization fee. The SUPPLIER shall submit a <b>written request</b> after the Contract is duly signed and notarized.
<b>Second release</b>	40% of the Total Contract Price after the installation of seven (7) air conditioning units, less 5% warranty deposit, computed based on the progress billing.	The SUPPLIER shall submit (a) Delivery Receipt, (b) Sales Invoice on the delivered and installed air conditioning units showing the quantity, description, and total value, duly signed by the SUPPLIER or his representative, and indicating receipt by OSG's designated representative; and (c) Other documents showing completion of incidental works as specified in III.B and IV.A, as may be required by the OSG.
<b>Third release</b>	40% of the Total Contract Price after the installation of five (7) air conditioning units, less 5% warranty deposit, computed based on the progress billing.	The SUPPLIER shall submit (a) Delivery Receipt, (b) Sales Invoice on the delivered and installed air conditioning units showing the quantity, description, and total value, duly signed by the SUPPLIER or his representative, and indicating receipt by OSG's designated representative; and (c) Other documents showing completion of incidental works as specified in III.B and IV.A, as may be required by the OSG.
<b>Fourth release</b>	5% warranty deposit of the Total Contract Price	To ensure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the SUPPLIER for a period of one (1) year reckoned from the date the OSG personnel verified and certified that all fourteen (14) air conditioning units are delivered and installed.

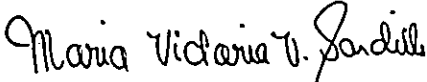
and subject to the required Expanded Withholding Tax (EWT) of one percent (1%) and Final Withholding Tax on VAT of five percent (5%).

2. Agrees that each payment shall be made within thirty (30) days from completion of Inspection and Acceptance Report and all other required documents.
3. Finally, following Section 62.1 of the Revised Implementing Rules and Regulations of R.A. No. 9184, the warranty security in the form of retention money amounting to 5% of the total contract price shall be required from the contract awardee for a period of one (1) year after acceptance by the OSG of the delivered units.

## **VI. HEALTH AND SAFETY PROTOCOLS**

1. The Supplier shall ensure that its manpower and personnel observe the minimum health and safety protocols enforced and observed by the national government and the Procuring Entity in view of the ongoing pandemic during the actual delivery, dismantling, hauling, installation, as well as the checking and fixing of the equipment within the warranty period.
2. The costs of ensuring compliance to the health protocols, including but not limited to testing, personal protective equipment, etc. of the Supplier's employees/personnel shall be for the account of the Supplier.

**TECHNICAL WORKING GROUP FOR THE PROCUREMENT OF PROPERTY,  
PLANT & EQUIPMENT AND OFFICE EQUIPMENT**

  
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