



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

BIDS AND AWARDS COMMITTEE

Resolution No. 2019- 41

WHEREAS, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted a public bidding for the Project, "Replacement of VRF Multi Split System for the DBM Building II," with an Approved Budget for the Contract of P10,000,000.00;

WHEREAS, on August 16, 2019, the Invitation to Bid was posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM bulletin boards;

WHEREAS, four (4) prospective bidders, namely: (i) Trademaster Resources Corporation; (ii) New FS Cool Aire Industries Inc.; (iii) Sentine Industrial and Building Solutions; and (iv) Globalaire Technology Corporation, responded to the said Invitation and attended the Pre-bid Conference on August 23, 2019;

WHEREAS, during the submission and opening of bids on September 6, 2019, eight (8) bidders submitted their bids, namely: (i) Forza Business Solutions; (ii) Trademaster Resources Corporation; (iii) New FS Cool Aire Industries Inc.; (iv) Fix and Care Inc.; (v) Globalaire Technology Corporation; (vi) Berns Engineering Sales and Services; (vii) Deokma Eight Trading Inc.; and (viii) Marcelino P. Siringan Ref. and Aircon Service;

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

1. The submission of Berns Engineering Sales and Services as "failed" for failing to submit a valid and current Tax Clearance Certificate, as required under Clause 12.1(a)(i) of Section III. Bid Data Sheet of the Bidding Documents and pursuant to Section 8.5.2 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184; and
2. The submissions of (i) Forza Business Solutions; (ii) Trademaster Resources Corporation; (iii) New FS Cool Aire Industries Inc.; (iv) Fix and Care Inc.; (v) Globalaire Technology Corporation; (vi) Deokma Eight Trading Inc.; and (vii) Marcelino P. Siringan Ref. and Aircon Service as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents;

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

1. Trademaster Resources Corporation (as recomputed) - P6,532,578.08
2. Forza Business Solutions - P7,300,000.00
3. Deokma Eight Trading Inc. - P7,750,000.00
4. Globalaire Technology Corporation - P8,286,592.75
5. Fix and Care Inc. - P8,907,308.00
6. Marcelino P. Siringan Ref. and Aircon Service - P9,190,500.00
7. New FS Cool Aire Industries Inc. - P9,732,800.00

WHEREAS, the BAC declared the submission of Trademaster Resources Corporation as the Lowest Calculated Bid in the amount of P6,532,578.08;

WHEREAS, after careful evaluation, validation and verification of the eligibility, technical and financial proposals of the bid, the BAC found that the submission of Trademaster Resources Corporation passed all the criteria for post-qualification; thus, it was declared as the Lowest Calculated and Responsive Bid in the amount of P6,532,578.08.

NOW, THEREFORE, for and in consideration of the foregoing premises, the BAC **RESOLVED**, as it hereby **RESOLVED**, to recommend to the Acting Secretary of the Department of Budget and Management that the contract for the Project, "Replacement of VRF Multi Split System for the DBM Building II," be awarded to Trademaster Resources Corporation, in accordance with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

ADOPTED, this 17th day of September 2019 at the Department of Budget and Management, General Solano St., San Miguel, Manila.


THEA MARIE CORINNE F. PALARCA
End-user Representative


VIRGILIO A. UMPACAN, JR.
B.U.D.G.E.T. Representative


EDEN D. PANGILINAN
Member

not present
ROWEL D. ESCALANTE
Member

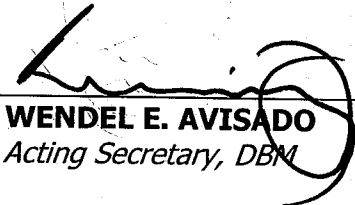

ROSEMARIE D. PAGALA
Alternate Member


ANDREA CELENE M. MAGTALAS
Vice Chairperson



ACHILLES GERARD C. BRAVO
Chairperson

- Approved
- Disapproved



WENDEL E. AVISADO
Acting Secretary, DBM



Date: _____



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

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

MR. MELVIN R. ZABALA

Authorized Representative

Trademaster Resources Corporation

Lot E, Impex Compound

Alabang-Zapote Road, Las Piñas City

Dear **Mr. Zabala:**

We are pleased to inform you that the contract for the Project, "Replacement of VRF Multi Split System for the DBM Building II," is hereby awarded to Trademaster Resources Corporation in the amount of P6,532,578.08.

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

Thank you and God bless.

Very truly yours,


WENDEL E. AVISADO
Acting Secretary



RECORDED BY
REWARD
10-08-2019
MMA 1122



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

BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

NOV 11 2019

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

Dear **Mr. Zabala:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Replacement of VRF Multi Split System for the DBM Building II," shall commence upon receipt of this Notice to Proceed.

Thank you and God Bless.

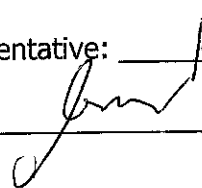
Very truly yours,


WENDEL E. AVISADO
Secretary



I acknowledge receipt and acceptance of this Notice on: 11-18-2019

Name of Consultant and/or Representative: Bernard Marquez

Authorized Signature: 

CONTRACT No. 2019-10
REPLACEMENT OF VRF MULTI SPLIT SYSTEM FOR THE DBM
BUILDING II

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

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

- and -

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

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Project, "Replacement of VRF Multi Split System for the DBM Building II," and the bid of the Supplier is in the amount of Six Million Five Hundred Thirty Two Thousand Five Hundred Seventy Eight Pesos & 08/100 (P6,532,578.08), hereinafter called the "Contract Price";

WHEREAS, the Notice of Award was issued to the Supplier last October 8, 2019, and the Supplier posted its performance security on October 15, 2019;

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this ___ day of NOV 12 2019 2019 at General Solano St., San Miguel, Manila, Philippines.

DEPARTMENT OF BUDGET
AND MANAGEMENT
by:



WENDEL E. AVISADO
Secretary

TRADEMASTER RESOURCES
CORPORATION
by:

MELVIN R. ZABALA
Authorized Representative

SIGNED IN THE PRESENCE OF

THEA MARIE CORINNE F. PALARCA
Director IV
Administrative Service

MARIA ANA NECESARIO

CERTIFIED FUNDS AVAILABLE

JEFFREY M. GALARPE
Officer-in-Charge, ACCOUNTING DIVISION

ORS No: 0210102019-10-7202

ORS Date: 10/15/19

and

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of MANILA, Philippines on this NOV 12 2019 day of _____, 2019 personally appeared the following:

NAME	VALID ID	VALID UNTIL
WENDEL E. AVISADO	DBM ID No. 4601	
MELVIN R. ZABALA	<i>PASSPORT EC 3866465</i>	<i>APR. 6, 2020</i>

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

This CONTRACT for the Replacement of VRF Multi Split System for the DBM Building II was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of NOV 12 2019, 2019.

Doc. No 134 ;
Page No 103 ;
Book No 11 ;
Series of 2019.

Trisha M. Baraan
TRISHA M. BARAAN
NOTARY PUBLIC - MANILA
COMMISSION SERIAL NO. 2018-133
UNTIL DECEMBER 31, 20 19
ROLL NO. 69126, LBP LRN 016693
MCLE NO. VI-0000047
PTR NO. MLA 8026744
LEGAL SERVICE, DBM
BLDG. 1, GROUND FLR.
GEN. SOLANO ST., MALACAÑANG
MANILA

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BID FORM

Date: September 6, 2019
Invitation to Bid No.: DBM-2019-34

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

Gentlemen and / or Ladies:

Having examined the Bidding Documents including Bid Bulletin Number 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Replacement of VRF Multi Split System for the DBM Building II in conformity with the said Bidding Documents for the sum of *Six million five hundred thirty two thousand five hundred seventy eight and 10/100 pesos only* (**Php. 6,532,578.10**)

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

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

We agree to abide by this bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of the period.

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

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

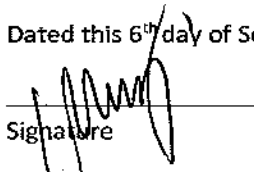
We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, is granted full power and authority by the **Trademaster Resources Corporation**, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Replacement of VRF Multi Split System for the DBM Building II of the Department of Budget and Management.

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

Dated this 6th day of September 2019.

Signature



MELVIN R. ZABALA

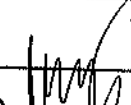
in capacity of

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

For Goods Offered From within the Philippines

Name of Bidder Trademaster Resources Corporation, Invitation to Bid Number DBM-2019-34, Page 1 of 1

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of Origin	Quantity	Unit Price EXW per Item	Transportation and Insurance and all other costs incidental to delivery, per Item	Sales and other taxes payable if 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 (col9)x(col4)
1	13.5TR (Outdoor unit 220V/3PH)	China/ Philippines	1	444,800.00	134,556.20	105,640.00	5,560.00	690,556.20	690,556.20
2	17.5TR (Outdoor unit 220V/3PH)	China/ Philippines	1	466,224.00	115,060.90	110,728.20	5,827.80	697,840.90	697,840.90
3	12.5TR (Outdoor unit 220V/3PH)	China/ Philippines	1	410,104.00	144,307.84	97,399.70	5,126.30	656,937.84	656,937.84
4	15TR (Outdoor unit 220V/3PH)	China/ Philippines	1	446,784.00	124,808.88	106,111.20	5,584.80	683,288.88	683,288.88
5	1.5TR Wall Mounted Indoor	China/ Philippines	1	26,584.00	20,769.37	6,313.70	332.30	53,999.37	53,999.37
6	2TR Wall Mounted Indoor	China/ Philippines	1	28,000.00	21,270.36	6,650.00	350.00	56,270.36	56,270.36
7	2.5TR Wall Mounted(Indoor)	China/ Philippines	22	30,224.00	23,070.56	7,178.20	377.80	60,850.56	1,338,712.37
8	5TR Floor Mounted Invert	China/ Philippines	6	115,192.00	76,562.30	27,358.10	1,439.90	220,552.30	1,323,313.81
9	Air Curtain	China/ Philippines	11	14,441.50	19,361.30	3,228.10	169.90	37,200.80	409,208.82
10	AVR 20KVA	China/ Philippines	4	115,000.00	17,612.38	21,850.00	1,150.00	155,612.38	622,449.53
								Total	6,532,578.10

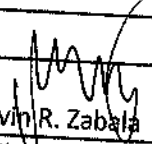

Melvin R. Zabala
Signature

Authorized Representative
[In the capacity of]

Goods Offered From Abroad

Name of Bidder Trademaster Resources Corporation, Invitation to Bid Number DBM-2019-34, Page 1 of 1

1 Item	2 Description	3 Country of Origin	4 Quantity	5 Unit Price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	6 Total CIF or CIP price per item (col.4x5)	7 Unit Price Delivered Duty Unpaid (DDU)	8 Unit price Delivered Duty Paid (DDP)	9 Total Price delivered DDP (col.4x8)
1	13.5TR (Outdoor unit)	China	1	444,800.00	444,800.00	444,800.00	489,280.00	489,280.00
2	17.5TR (Outdoor unit)	China	1	466,224.00	466,224.00	466,224.00	512,846.40	512,846.40
3	12.5TR (Outdoor unit)	China	1	410,104.00	410,104.00	410,104.00	451,114.40	451,114.40
4	15TR (Outdoor unit)	China	1	446,784.00	446,784.00	446,784.00	491,462.40	491,462.40
5	1.5TR Wall Mounted Indoor	China	1	26,584.00	26,584.00	26,584.00	29,242.40	29,242.40
6	2TR Wall Mounted Indoor	China	1	28,000.00	28,000.00	28,000.00	30,800.00	30,800.00
7	2.5TR Wall Mounted (Indoor)	China	22	30,224.00	664,928.00	30,224.00	33,246.40	731,420.80
8	5TR Floor Mounted Invert	China	6	115,192.00	691,152.00	115,192.00	126,711.20	760,267.20
9	Air Curtain	China	11	14,441.50	158,856.50	14,441.50	15,800.70	173,807.70
10	AVR 20KVA	China	4	115,000.00	460,000.00	115,000.00	124,200.00	496,800.00
8			49					4,167,041.30


Melvin R. Zabala
Signature

Authorized Representative
[in the capacity of]


Section VI. Schedule of Requirements

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

Item	Description	Contract Completion				
	The Contractor shall provide the materials, tools and equipment, manpower, and supervision needed for the Project.	December 27, 2019				
1	Brand new Variable Refrigeration Flow (VRF) Multi-Split Air-conditioning System, as follows: <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 2px;">Indoor units</td> <td style="padding: 2px;">24 units</td> </tr> <tr> <td style="padding: 2px;">Outdoor units</td> <td style="padding: 2px;">4 units</td> </tr> </table>		Indoor units	24 units	Outdoor units	4 units
Indoor units	24 units					
Outdoor units	4 units					
2	Six (6) units of Brand New Split Type, Floor mounted Air-conditioning units as service units during actual replacement of existing units and shall be permanently installed at the Building II Lobby after installation of all VRF ACUs					
3	Four (4) units of Automatic Voltage Regulator					
4	Eleven (11) sets of Air Curtain					
5	<p>Warranty</p> <p>Response time for the repair and replacement of defective parts/unit</p>	<p>For Multi-Split System: Two (2) years for workmanship and five (5) years for the compressor motor</p> <p>For AVR: One (1) year</p> <p>Within twenty four (24) hours upon receipt of written or verbal notice from the AS-GSD.</p>				

NOTE: Working shall only be done during Saturday, Sundays, Holiday, and after office hours (8:00 p.m to 6:00 a.m). Work can be done 24/7 on Saturday, Sunday and Holidays.

TRADEMASTER RESOURCES
CORPORATIONN
Name of Company/ Bidder


MELVIN R. ZABALA
Signature over Printed Name
Of Authorized Representative

September 6, 2019
Date



	<ul style="list-style-type: none"> - Voltage Output: 220/230V - 50/60 hz - Capacity: should be appropriate to the ACCUs - Outdoor type, Weather proof, in NEMA 3R Housing or equivalent - Color: Gray - With Analog Voltmeter, Amp Meter and Switching Control for L1, L2, L3 - With adjustable 0-second to 5-minute time delay for power fluctuation - Balanced Voltage Output - Includes mounting base, appropriate size of feeder lines/supply lines (THHN) 	<p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p>
2.	<p>SCOPE OF WORKS</p> <ul style="list-style-type: none"> A. Mobilization (No barracks) B. Removal or dismantling of existing air-conditioning system. C. Hauling of dismantled defective air-conditioning system within the DBM Compound D. Works shall only be done during Saturdays, Sundays, Holidays, and after office hours (8:00 p.m. to 6:00 a.m.). Work can be done 24/7 on Saturday, Sunday and Holidays. E. Supply of all necessary materials to complete the Project F. Installation of new drain lines if necessary G. Supply, delivery, fabrication, installation, testing and commissioning of the new air-conditioning system H. Supply, delivery, fabrication, installation, testing and commissioning of the AVRs I. Supply, delivery, fabrication, installation, testing and commissioning of the Air Curtains J. The Contractor may use the existing drain provided that it will not affect the warranty of the units. Should there be no available drain line for units, the Contractor shall install new ones fully embedded into the walls and ceilings K. The Contractor shall install drain pumps on all floor mounted units with automatic on and off mechanism at certain water level L. The Contractor shall install the service units in the scheduled offices prior to de-commissioning of existing ACUs 	<p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p>

	<ul style="list-style-type: none"> - Power supply: single phase, 50/60hz, 230V - Variable Refrigeration Flow - Inverter Type - Refrigerant: R410A - Manual Operation (Panel Type), Digital Display - 3-speed Selector - ACU Vane: Forward and upward blowing - Compatible with the outdoor units - Maximum current/power consumption: should be lower or equal to the existing circuit breakers for indoor units - Installation of feeder lines and breaker, if necessary, on the account of the contractor - Model: 2017 to present - Silent Design - Color: White - With temperature lock features 	<p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p>
	<p>Brand New Split Type, Floor Mounted Air-conditioning System (which will serve as service unit and which will eventually be installed permanently at the Building II Lobby):</p> <p>A. Floor Mounted (Typical)</p> <ul style="list-style-type: none"> - Cooling capacity: refer to the attached plans - Power supply: Single phase 50/60hz 230V - Inverter type - Refrigerant: R410A - Base mounting: Standard - Model: 2017 to present - Installation of feeder lines, circuit breakers, and panel box if necessary 	<p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p>
	<p>Air-curtain:</p> <ul style="list-style-type: none"> - Length: for actual site measurement - Power supply: Single phase 50/60hz 230V - Color: White - Design: Architectural 	<p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p>
	<p>Automatic Voltage Regulator (AVR):</p> <ul style="list-style-type: none"> - 3 Phase 	<p>Comply</p> <p>Comply</p>

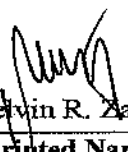
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	M. All pipes, fittings, cables shall be embedded into the walls or to be concealed, same as the existing system	Comply
	N. The Contractor shall ensure that all VRF outdoor units are installed only on the rear part of the Building II Roof deck, same as the existing	Comply
	O. Restoration of all affected areas	Comply
	P. Supplier's shall visit and inspect the Project Site	Comply
	Q. Winning bidder shall submit the As-built Plans after the completion of the Project.	Comply
	R. Use only one brand for each item:	Comply
	1. Airconditioning system/ units;	Comply
	2. Air Curtain;	Comply
	3. Automatic Voltage Regulator.	Comply
3.	ADDITIONAL REQUIREMENTS	Comply
	A. No drilling shall be made on the floors; and	Comply
	B. Post tensioned slab shall not be damaged in any way. In case of damage, the contractor shall be held liable for all damages incurred as a result thereof	Comply
4.	WARRANTY	Comply
	A. For Multi-Split System: two (2) years for workmanship and five (5) years for the compressor motor.	Comply
	B. For AVR: One (1) year	Comply
	C. Repair and replacement of defective parts/unit shall be made by the Supplier within twenty four (24) hours upon receipt of written or verbal notice from the AS-GSD.	Comply

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

Trademaster Resources
Corporation

Name of Company/Bidder


Melvin R. Zabala

Signature over Printed Name of Representative

September 6, 2019

Date



Wall-mounted

M Series

M9

M3

M10

S Series

- Auto Restart Function
- Auto Addressing
- Timer
- Auto Defrosting
- Easy-cleaning Panel
- Follow Me
- Anti-cold Air Function
- Auto Swing
- LED Display
- Built-in Filter
- Independent Dehumidification
- Wind Controller

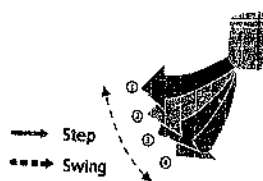
Multiple Options >>

Two different series of Wall-mounted indoor units can be selected based on room decor requirements and user preference: M Series, S Series.

The elegant new M Series units enhance the aesthetics of any room and are suitable for a wide variety of installation space situations. Interchangeable panels (M3, M9 and M10) add extra flexibility to a universal body design.

Auto Swing Louver >>

Multiple louver positions and the auto swing ensure precise and flexible airflow control.



Optimal Comfort Through Better Flow Control >>

A 2000-stage element mechanical expansion valve ensures precise flow control whilst generating little modulation noise. A multi-blade fan coupled with a dual-blade air guide smooth output airflow and three fan speeds provide flexibility to respond to users' particular comfort requirements.



High Efficiency, Low Sound Level >>

Advanced brushless DC fan motors in M Series units operate highly efficiently without generating excessive noise, saving energy at the same time as providing a low-noise work or living space.

Fan Motor Options >>

Choose either AC or DC fan motors.

Flexibility >>

To increase installation flexibility, the expansion valve is fitted internally, increasing compactness, and the refrigerant outlet direction can be left, right or rear as the installation situation requires. A new fixing plate design speeds installation and provides extra stability.

Specifications

M Series (DC fan motors)

Model		E176/0901 M		E186/0901 M		E196/0901 M		E196/0901 M	
Power supply		1-phase, 220-240V, 50/60Hz							
Capacity	Cooling	kW	2.2	2.8	3.6	4.5			
	Heating	kW	2.4	3.2	4	5			
Power Input	Cooling	W	8	9	19	19			
	Heating	W	8	9	19	19			
Airflow rate (H/M/L)	m ³ /h		422/390/356	437/370/316	656/573/488	594/507/424			
Sound pressure level (H/M/L)	dB(A)		31/30/29	31/30/29	33/32/30	35/33/31			
Net dimension (W×H×D)	mm		835×280×203	835×280×203	990×315×223	990×315×223			
Packing dimension (W×H×D)	mm		935×385×320	935×385×320	1085×420×335	1085×420×335			
Net/ Gross weight	kg		8.4/12.1	9.5/13.1	11.4/15.5	12.8/16.9			
Piping connections	Liquid/gas pipe	mm	Φ6.35/Φ12.7						
	Drain pipe	mm	OD Φ16.5						
Standard controller			Wireless remote controller						

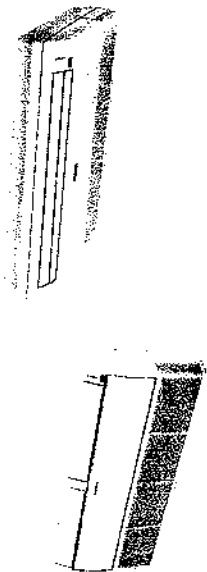
Model		E156/0901 M		E176/0901 M		E196/0901 M		E196/0901 M	
Power supply		1-phase, 220-240V, 50/60Hz							
Capacity	Cooling	kW	5.6	7.1	8	9			
	Heating	kW	6.3	8	9	10			
Power Input	Cooling	W	27	49	53	62			
	Heating	W	27	49	53	62			
Airflow rate (H/M/L)	m ³ /h		747/648/547	1195/1005/809	1195/1005/809	Φ1421/1067/867			
Sound pressure level (H/M/L)	dB(A)		38/36/34	44/39/36	44/39/36	46/43/38			
Dimension (W×H×D)	mm		990×315×223	1194×343×262	1194×343×262	1194×343×262			
Packing (W×H×D)	mm		1085×420×335	1290×375×460	1290×375×460	1290×375×460			
Net/ Gross weight	kg		12.8/16.9	17/22.4	17/22.4	17/22.4			
Piping connections	Liquid/gas pipe	mm	Φ9.53/Φ15.9						
	Drain pipe	mm	OD Φ16.5						
Standard controller			Wireless remote controller						

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INDOOR UNITS

INDOOR UNITS

Ceiling & Floor



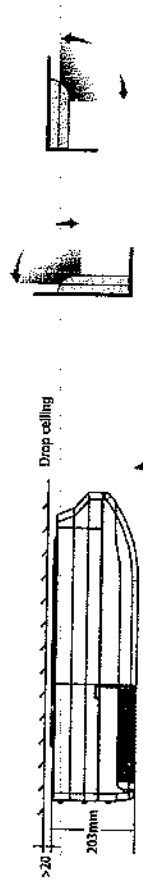
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Fan Motor Options >>

Choose either AC or DC fan motors.

Flexibility >>

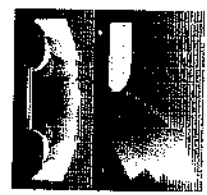
A sleek design suits installation either on the ceiling or floor, providing flexibility to accommodate a wide range of room designs.



The unit can be installed either horizontally on the ceiling or vertically against the wall.

Wide-Angle Swing >>

A wide-angle swing together with bi-directional lower swing allows the positioning of the unit to be selected to suit the room's decor, whilst ensuring that full-room cooling and heating coverage is achieved.



Wide-angle swing

Increased Comfort >>

Sound levels as low as 36dB(A) are achieved using electronic expansion valves which ensure precise flow control whilst generating little modulation noise. A multi-blade fan coupled with a dual-louver air guide smooth output airflow.



S Series (60Hz AC fan motors)

Power supply		1-Phase 220-240V/50Hz		3-Phase 380-415V/50Hz	
Cooling capacity	kW	2.2	2.8	3.6	4.5
	Btu/h	7500	9600	12300	15400
Heating capacity	kW	2.4	3.1	4.0	5.0
	Btu/h	8200	10600	13600	17100
Power input	W	28	28	30	51
	W	28	28	30	51
Airflow rate (m³/min)	m³/h	525/480/430	525/480/430	580/520/460	860/755/630
Sound pressure level (M/A)	dBA	309/283/253	309/283/253	347/306/283	505/444/371
Net dimensions (WxDxH)	mm (in)	318/272/95	352/312/95	352/312/95	402/362/94
Packing dimensions (WxDxH)	mm (in)	915/400/300	915/400/300	915/400/300	1072/415/328
Net/gross weight	kg (lbs)	107/16.5 (23.5)	107/16.5 (23.5)	113/16.5 (25.0)	118/16.5 (26.1)
Piping connections	liquid/gas pipe	12/16 (3/4)	12/16 (3/4)	12/16 (3/4)	12/16 (3/4)
	drain piping	Ø16 (5/8)	Ø16 (5/8)	Ø16 (5/8)	Ø16 (5/8)
Standard controller		Wireless remote controller			

S Series (DC fan motors)

Power supply		1-Phase 220-240V/50Hz		3-Phase 380-415V/50Hz	
Capacity	kW	2.2	2.8	3.6	4.5
	Btu/h	7500	9600	12300	15400
Power input	W	19	19	21	28
	W	19	19	21	28
Airflow rate (m³/min)	m³/h	525/480/430	525/480/430	580/520/460	860/755/630
Sound pressure level (M/A)	dBA	309/283/253	309/283/253	347/306/283	505/444/371
Net dimensions (WxDxH)	mm (in)	318/272/95	352/312/95	352/312/95	402/362/94
Packing dimensions (WxDxH)	mm (in)	915/400/300	915/400/300	915/400/300	1072/415/328
Net/gross weight	kg (lbs)	107/16.5 (23.5)	107/16.5 (23.5)	113/16.5 (25.0)	118/16.5 (26.1)
Piping connections	liquid/gas pipe	12/16 (3/4)	12/16 (3/4)	12/16 (3/4)	12/16 (3/4)
	drain pipe	Ø16 (5/8)	Ø16 (5/8)	Ø16 (5/8)	Ø16 (5/8)
Standard controller		Wireless remote controller			

Notes:

- 1. Nominal capacities are based on the following conditions:
 - Cooling: Indoor temperature 27°C (80.6°F) DB, 19°C (66.2°F) WB; outdoor temperature 35°C (95.0°F) DB, equivalent refrigerant piping length 7.5m (24.6ft) with zero level difference.
 - Heating: Indoor temperature 20°C (68.0°F) DB; outdoor temperature 7°C (44.6°F) DB, 5°C (41.3°F) WB; equivalent refrigerant piping length 7.5m (24.6ft) with zero level difference.

EVEREST

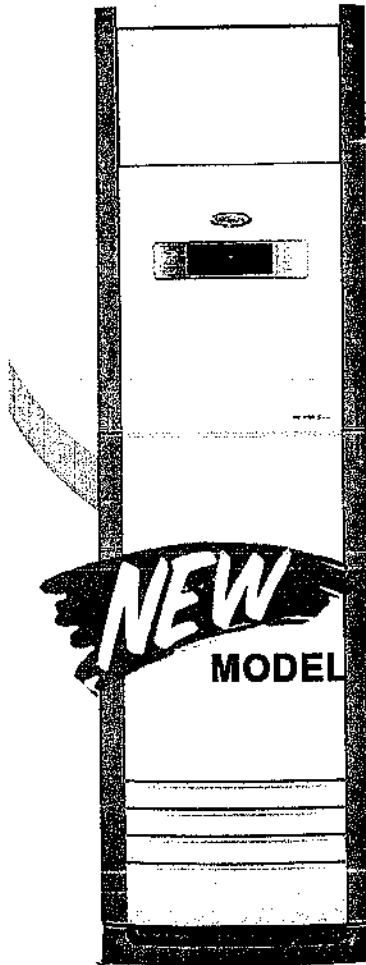
COOLING SYSTEMS

FLOOR STANDING AIR CONDITIONER

Everest Aircon. Helps provide safe and healthy air for the family.

Features:

- Easy clean panel
- Anti-rust cabinet
- Flexible wiring connection
- Independent dehumidification
- Low noise air flow system
- Large diameter cross flow fan
- Self diagnosis & auto protection
- Fresh air switch



INVERTER *Series*

SAVES up to 50% of Power Consumption

Model	Capacity (TR)	Cooling Capacity (kj/h)	Power Input (W)	Floor Area (sq.m)	Power Source (V)	Running Current (Amp)	Unit Dimension (WxDxH)mm		EER
							INDOOR	OUTDOOR	
ETIV36FSR2/M	3.0	11,000-43,000	850-4,490	44-58	220V / 60Hz 1Ph	3.8-20.2	540x410x1825	50.3	9.6-12.9
							946x410x810	65.6	
ETIV603FS/M	5.0	63,300	5,370	70-95	220V / 60Hz 3Ph	17.4	615x380x1925	59	11.8
							940x395x1345	105	

EVEREST

COOLING SYSTEMS

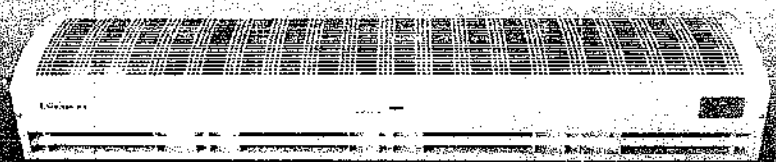


The *EVEREST* product design philosophy is based on Quality, Innovation and with the customer's needs always in mind. Since its launching in 2008, *EVEREST* has become one of the popular and fastest-growing brands in the white-lines market.

AIR CURTAIN



ETCU3512-R



ETCU4509-R

SPECIFICATIONS						
MODEL	ETCU2509	ETCU2512	ETCU3509-R	ETCU3512-R	ETCU4509-R	ETCU4512-R
Length (mm)	900	1200	900	1200	900	1200
Effective Height (m)	2.3-3	2.3-3	3.0-3.5	3.0-3.5	4.0-4.5	4.0-4.5
Type	Cyclone Cross Flow	Cyclone Cross Flow	Air Intake Centrifugal	Air Intake Centrifugal	Air Intake Centrifugal	Air Intake Centrifugal
Rated Voltage (V) / Frequency (Hz)	220-240 / 60	220-240 / 60	220-240 / 60	220-240 / 60	220-240 / 60	220-240 / 60
Input Power (W)	110	145	220	300	340	480
Air Velocity (m/s)	11	11	14.5	14.5	18	18
Air Flow Volume (CMH)	1200	1700	1020	1360	1260	1680
Control System	Manual	Manual	With Remote	With Remote	With Remote	With Remote
Sound Pressure Level (db)	≤43	≤44	≤44	≤45	≤46	≤47
Net Weight (kg)	13	17	17	21	17	21

Manufacturer reserves the right to discontinue, or change at any time, specifications or designs without notice or without incurring obligations.

Distributed by:
 TRADEMASTER RESOURCES CORPORATION
 CUSTOMER CARE HOTLINE: (02) 871-1111 / 872-2222



- 3 PHASE
- VOLTAGE OUTPUT - 220V - 230V
- 50/60 HZ
- OVER HIGH & OVER LOW VOLTAGE PROTECTION
- OVER LOAD PROTECTION
- NEMA 3R HOUSING
- SWITCHING CONTROL
- BY PAST SWITCH ON/OFF SWITCH
- PHASES LAGGED PROTECTION
- POWER SUNDENTY INTERRUPTED DELAY PROTECTION

Comp

WARRANTY CERTIFICATE

TRADEMASTER RESOURCES CORPORATION warrants the **DEPARTMENT OF BUDGET AND MANAGEMENT** for the Project: **REPLACEMENT OF VRF MULTI SPLIT SYSTEM FOR THE DBM BUILDING II.**

Every effort has been made in the development of this EVEREST AIRCON product to be free from defects in materials and workmanship under normal use, service and storage. This warranty does not cover failures or condition due to accident, improper use, abuse or negligence, failure to follow the operating instructions and / or tampering of the unit. This warranty does not cover damage caused by fire, flood, earthquake and other natural and social calamity or acts of God.

Repair and/or replacement of any parts are only upon inspection and after been proven defective by the authorized service contractors. The company reserves the right to repair or replace defective parts / products. Warranty coverage applies only to the original owner of the product and start from the date of Acceptance. Parts not subject to warranty are cabinets, knobs, labels, remote control, and other external accessories. In order to serve you better, you are advised to be aware of the address or our service contractor most convenient to you.

Furthermore, this certifies that the said project is;

- **FREE OF LABOR CHARGE AND REPLACEMENT OF DEFECTIVE PART, SERVICES AND ACCESSORIES WITHIN THE WARRANTY PERIOD TWO (2) YEARS.**
- **FIVE (5) YEARS FOR THE COMPRESSOR MOTOR**
- **ONE (1) YEAR FOR AUTOMATIC VOLTAGE REGULATOR.**

Issued this ___ day of September, 2019 at TRADEMASTER RESOURCES CORPORATION, located at Lot E Impex Compound Alabang Zapote Road, Las Piñas City.

CERTIFIED BY:


MELVIN N. ZABALA
Authorized Representative



Section IV. General Conditions of Contract

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1. Definitions

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

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

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

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

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

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

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

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

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

3. Inspection and Audit by the Funding Source

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

4. Governing Law and Language

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

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

5. Notices

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

SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

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

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

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

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon

prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

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

10. Payment

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

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:

- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

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

13. Performance Security

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

- (b) The Supplier has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the SCC.

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

14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

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

16. Inspection and Tests

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

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

may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

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

19. Liquidated Damages

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

20. Settlement of Disputes

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

- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

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

22. Force Majeure

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

23. Termination for Default

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

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under CCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

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

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

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

28. Assignment of Rights

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

29. Contract Amendment

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

30. Application

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is the Department of Budget and Management (DBM).
1.1(i)	The Supplier is
1.1(j)	The Funding Source is: The Government of the Philippines (GOP) through the authorized appropriations under the FY 2019 General Appropriations Act in the amount of Ten Million Pesos (P10,000,000.00).
1.1(k)	The Project Site is: Department of Budget and Management General Solano St. San Miguel, Manila.
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is: Department of Budget and Management Ground Floor, DBM Building III, General Solano St. San Miguel, Manila Tel No. (02)657-3300 loc. 3117 Contact Person: Engr. Argee M. Sta. Barbara OIC-Chief Administrative Service-General Services Division (AS-GSD) The Supplier's address for Notices is:
6.2	The delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier.
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(e)	No further instructions.
15	No further instructions.
16.1	The quantity of the Goods delivered to DBM shall be inspected by the AS-GSD. However, inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications and its order and condition, will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's

	representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.
17.3	<p>WARRANTY</p> <p>A. For Multi-Split System: two (2) years for workmanship and five (5) years for the compressor motor.</p> <p>B. For AVR: One (1) year</p> <p>C. Repair and replacement of defective parts/unit shall be made by the Supplier within twenty four (24) hours upon receipt of written or verbal notice from the AS-GSD.</p>
17.4	The period of correction of defects shall be made within seven (7) calendar days from either verbal or written notification.
21.1	No additional provision.



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

BIDS AND AWARDS COMMITTEE

NOTICE OF AWARD

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

Dear **Mr. Zabala**:

We are pleased to inform you that the contract for the Project, "Replacement of VRF Multi Split System for the DBM Building II," is hereby awarded to Trademaster Resources Corporation in the amount of P6,532,578.08.

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

Thank you and God bless.

Very truly yours,


WENDEL E. AVISADO
Acting Secretary



RECORDED BY
BENJAMIN
10-08-2019
Mansur



BANK OF THE PHILIPPINE ISLANDS

Founded in 1851

IRREVOCABLE DOMESTIC STANDBY LETTER OF CREDIT NO. 02026520217155

OCTOBER 10, 2019

DEPARTMENT OF BUDGET AND MANAGEMENT
DBM Bldg. III, General Sofano St.,
San Miguel Manila

Gentlemen:

We hereby issue our Irrevocable Domestic Standby Letter of Credit No. 02026520217155 in your favor ("Beneficiary"), at the request of and for the account of **TRADEMASTER RESOURCES CORPORATION** ("Accountee") with address at Lot E Impex Compound Alabang Zapote Road, Las Pina City in the amount not exceeding **PHILIPPINE PESOS: THREE HUNDRED TWENTY SIX THOUSAND SIX HUNDRED TWENTY EIGHT** and 90/100 only (PHP 326,628.90) as Performance Security for the replacement of VRF Multi Split System for the DBM Building II per Notice of Award.

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

1. Original copy of Domestic Standby Letter of Credit No. 02026520217155 and amendments if any.
2. Your sight draft(s) drawn on ourselves and marked "Drawn without recourse under Bank of the Philippine Islands LC No. 02026520217155."
3. Beneficiary's statement signed by your authorized signatories certifying that the Accountee has defaulted in its obligation.

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

We hereby agree with the drawers, endorsers and bonafide holder of draft(s) drawn under and in compliance with the terms and conditions of this credit that the same shall be duly honored on due presentation, if drawn and negotiated at our counters at **TRADE & SUPPLY CHAIN OPS. DEPT. 3F BPI BUENDIA CENTER, 372 SEN. GIL PUYAT AVE., MAKATI CITY, 1209 PHILIPPINES** on or before **3:00 PM Manila time of JANUARY 8, 2020.**

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


FAYE B. ZIFAGAN
Assistant Manager

02026520217155