

BIDS AND AWARDS COMMITTEE

NOTICE OF NEGOTIATED PROCUREMENT

The Philippine International Convention Center (PICC) announces that the Bids and Awards Committee (BAC) will conduct a Negotiated Procurement for the **SUPPLY AND INSTALLATION OF NEW WALK-IN CHILLERS AND WALK-IN FREEZERS AT MAIN KITCHEN**. The total Approved Budget for Contract (ABC) for this requirement is **ONE MILLION NINE HUNDRED NINETY-ONE THOUSAND THREE HUNDRED SIXTY PESOS (₱1,991,360.00), VAT inclusive**.

This will be undertaken in accordance with Sec. 53.1, Two Failed Bids, of the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184 otherwise known as “The Government Procurement Reform Act”.

A complete set of documents may be obtained by interested bidders from October 19, 2023 to on or before 3:00 p.m. of October 26, 2023.

Submission of proposals will be on or before 3:00 p.m. of October 26, 2023, at the BAC Secretariat Office, Ground Floor, Delegation Building, PICC Complex, 1307 Pasay City. Attached are the specifications for this particular procurement.



MELPIN A. GONZAGA
Chairman

BIDS AND AWARDS COMMITTEE (BAC)

NEGOTIATED PROCUREMENT

Sir:

We wish to inform you that the procurement of the **SUPPLY AND INSTALLATION OF NEW WALK-IN CHILLERS AND WALK-IN FREEZERS AT MAIN KITCHEN**, will be done by way of Alternative Method of Procurement through Negotiated Procurement.

The total Approved Budget for Contract (ABC) for this project is **ONE MILLION NINE HUNDRED NINETY-ONE THOUSAND THREE HUNDRED SIXTY PESOS (₱1,991,360.00), VAT inclusive.**

Please submit your proposal on or before **3:00 p.m. of October 26, 2023** at the BAC Secretariat, Ground floor, Delegation Building, PICC together with the following:

A. ELIGIBILITY DOCUMENTS:

1. Certified photocopy of the valid and current Phil-GEPS Certificate of Registration – Platinum Membership.

If any of the documents mentioned in Annex “A” is not current, the new document should be submitted.

2. Statement of all on-going government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
3. Statement of the Single Largest Completed Contract (SLCC) one (1) or two (2) is/are similar to this requirements, the total amount of which shall be at least fifty percent (50%) of the ABC, entered into within the last ten (10) years from the date of submission and opening of bid. Attach to such statement the following;

- a.Certified photocopy of the SLCC; and
- b.Certificate of Acceptance or Official Receipt or Sales Invoice

4. Net Financial Contracting Capacity (NFCC):

Computation of NFCC must be at least equal to the ABC to be bid, calculated as follows;

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid. or a committed Line of Credit from Universal or Commercial Bank, in lieu of its

NFCC Computation. The committed Line of Credit must be at least equal to ten percent (10%) of the ABC to be bid.

B. TECHNICAL COMPONENT:

1. Terms of Reference fully accomplished;
2. Notarized Omnibus Sworn Statement with attached;
 - a. For Corporations, the duly notarized Secretary's Certificate; or
 - b. For Sole Proprietorship, the notarized Special Power of Attorney.

C. OTHER DOCUMENTARY REQUIREMENTS:

1. A copy of the CY 2022 Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);
2. Company Profile with sketch of office location;
3. Certifications from TSD-MSD that the participating bidder has conducted ocular inspection of the abovementioned requirements; and
4. Certificate of Satisfactory Completion & Acceptance of previous PICC projects undertaken within the last two (2) years, if any.

Negotiation shall be made with the bidder who made the lowest offer; should the negotiation fail then the same shall be made with the second lowest offer.

Attached is the Terms of Reference and other requirements for the implementation of the abovementioned requirements.

PICC reserves the right to reject any offer or all quotations found to be disadvantageous to the government.

Very truly yours,


MELPIN A. GONZAGA
Chairman /s/

Date

The Chairman
Bids and Awards Committee (BAC)
Philippine International Convention Center (PICC)

Dear Sir/Madam:

In response to your letter dated _____, 2023, I wish to submit our offer for the
**SUPPLY AND INSTALLATION OF NEW WALK-IN CHILLERS AND WALK-IN
FREEZERS AT MAIN KITCHEN**

TOTAL AMOUNT OF BID IN WORDS _____
_____(P _____) VAT Inclusive

Very truly yours,

Signature of bidder over printed name

Address

Telephone/Fax No.

TERMS OF REFERENCE

Item	Specification	Statement of Compliance
	<p>SUPPLY AND INSTALLATION OF NEW WALK-IN CHILLERS AND WALK-IN FREEZERS AT MAIN KITCHEN</p> <p>I. SPECIFIC SCOPE OF WORKS:</p> <p>Supply and installation of two (2) sets Walk-in Freezer/Walk-in Chiller complete with accessories serving Main Kitchen. Work includes labor, surveying/inspection, supply of equipment/materials, tools, cranes, rigging, technical expertise, dismantling, supervision, safety watch, testing and commissioning and other services required to assemble, deliver install the following:</p> <p>A. Walk-in Freezer (Main Kitchen)</p> <p>Supply, deliver and install complete set (electric control system, condensing unit, unit cooler) of brand new walk-in freezer unit including miscellaneous hardware designed to deliver temperature of -10 deg. C to -40 deg. C using any of the following refrigerant R404a, R32, R507, R407c, R410a to include, but not limited to the following:</p> <p>1. Supply and install the following parts and materials:</p> <ul style="list-style-type: none"> 1.1.1-unit Air Cooled Condensing Unit (ACCU), using any of the above-mentioned refrigerants, LRA=112 Amp (min) 220-230V, 3-Phase (with the same technical specifications/capacity as the existing). 1.2.1-Unit Evaporator Unit, 230V, 1-Phase (with the same technical specifications/capacity as the existing). 1.3.1-lot/set new door hinges, door lock/latches door heater, door gaskets and door plastic curtain. 1.4.1-lot stainless steel checkered plate, gage # 18 as flooring. 1.5.1-lot electrical wires and conduits 1.6.1-lot angle bars and flat bars (1/4" thick 2in x 2in) 1.7.1-lot cement, sand & gravel 1.8.1-lot marine plyboard 3/4" thick 1.9.1-lot refrigerant 1.10.1-lot cleaning agent, 141B 1.11.1-lot nitrogen gas 1.12.1-lot oxygen-acetylene 1.13.1-lot silver rods 1.14.1-lot marine epoxy paint/red oxide 1.15.1-lot marine enamel paint, (white, gray & yellow) 1.16.1-lot asphalt paint 1.17.1-lot joint sealants 1.18.1-lot copper tube of various sizes 1.19.1-lot compressor oil 1.20.1-lot insulators for refrigerant lines and drain lines <p>2. De-energize electrical power</p> <p>3. Evacuate the unit's existing refrigerant into Contractor-supplied refrigerant tank.</p>	

4. De-mount existing Air Cooled Condensing Unit and replace with Contractor's supplied new ACCU on an angular metal (2inches x 2inches x 1/4 inches) base/stand and metal support brackets with footings embedded on a concrete base, 5ft (L) x 3 ft (W) x 5 inches (T), or as appropriately required per actual outdoor unit sizes. Concrete footing/base shall be properly formed and cured atop the said ground level. Restoration of damaged flooring, walls and/or any of the equipment shall be borne by the Contractor.
5. Rewire and install new digital controller.
6. The new system shall be complete with Evaporator Unit with appropriate bracket supports/attachment shall be supplied/incorporated in the new system. Stainless steel sheet floor gage #18. Cover floor with marine plyboard 3/4' thick and clad with stainless steel checkered plate with joint sealant, door hinges, door lock/latches, door heater, door gaskets and door panel, plastic curtain and other necessary accessories for the proper operation of the system
7. Pressurize the system with Nitrogen gas and conduct extensive leak testing. Repair all detected leakages.
8. Conduct vacuuming/dehydration using high capacity vacuum pump.
9. Recharge the system with Refrigerant
10. Check-up and servicing of power supply and control system. Correct system defect, if any.
11. Provide and install new door panel, hinges, door lock/hatches, door heater, door gaskets and door curtains
12. Paint all angular base support and bracket supports with one (1) coat epoxy primer gray and two (2) coats of color black.
13. Start up for test run and observe system operation.
14. Turn-over the Walk-In Freezer unit in good operating condition.

B. Walk-in Chiller (Main Kitchen)

Supply, deliver and install complete set (electric control system, condensing unit, unit cooler) of brand new walk-in freezer unit including miscellaneous hardware designed to deliver temperature of +5 deg. C to -10 deg. C using any of the following refrigerant R404a, R32, R507, R407c, R410a to include, but not limited to the following:

1. Supply and install the following parts and materials:
 - 1.1 1-unit Air Cooled Condensing Unit (ACCU), using any of the following refrigerants R404a, R32, R507, R407c, R410a. LRA=33.5 Amp (min) 220-230V, 1-Phase (with the same technical specifications/capacity as the existing).
 - 1.2 1-Unit Evaporator Unit, 230V, 1-Phase (with the same technical specifications/capacity as the existing).
 - 1.3 1-lot/set new door hinges, door lock/latches door heater, door gaskets and door plastic curtain.
 - 1.4 1-lot stainless steel checkered plate, gage # 18 as flooring.
 - 1.5 1-lot electrical wires and conduits
 - 1.6 1-lot angle bars and flat bars (1/4" thick 2in x 2in)
 - 1.7 1-lot cement, sand & gravel
 - 1.8 1-lot marine plyboard 3/4" thick
 - 1.9 1-lot refrigerant

- 1.10 1-lot cleaning agent, 141B
- 1.11 1-lot nitrogen gas
- 1.12 1-lot oxygen-acetylene
- 1.13 1-lot silver rods
- 1.14 1-lot marine epoxy paint/red oxide
- 1.15 1-lot marine enamel paint, (white, gray & yellow)
- 1.16 1-lot asphalt paint
- 1.17 1-lot joint sealants
- 1.18 1-lot copper tube of various sizes
- 1.19 1-lot compressor oil
- 1.20 1-lot indicators for refrigerant and drain line
2. De-energize electrical power
3. Evacuate the unit's existing refrigerant into Contractor-supplied refrigerant tank.
4. De-mount existing Air Cooled Condensing Unit and replace with Contractor's supplied new ACCU on an angular metal (2inches x 2inches x 1/4 inches) base/stand and metal support brackets with footings embedded on a concrete base, 5ft (L) x 3 ft (W) x 5 inches (T), or as appropriately required per actual outdoor unit sizes. Concrete footing/base shall be properly formed and cured atop the said ground level. Restore damaged areas affected by the contractor's works.
5. Rewire and install new digital controller.
6. De-mount existing Evaporator Unit and replace it with the Contractor-supplied new Evaporator Unit with appropriate bracket supports.
7. Pressurize the system with Nitrogen gas and conduct extensive leak testing. Repair all detected leakages.
8. Conduct vacuuming/dehydration using high capacity vacuum pump.
9. Recharge the system with Refrigerant
10. Check-up and servicing of power supply and control system. Correct system defect, if any.
11. Provide and install new panel, door hinges, door lock/latches, door heater, door gaskets and door plastic curtain.
12. Paint all angular base support and bracket supports with one (1) coat epoxy primer gray and two (2) coats of color black.
13. Start up for test run and observe system operation.
14. Turn-over the Walk-In Chiller unit in good operating condition.

C. Walk-in Freezer (Bake Shop Kitchen)

Supply, deliver and install complete set (electric control system, condensing unit, unit cooler) of brand new walk-in freezer unit including miscellaneous hardware designed to deliver temperature of -10 deg. C to -40 deg. C using any of the following refrigerant R404a, R32, R507, R407c, R410a to include, but not limited to the following:

1. Supply and install the following parts and materials:
 - 1.11-unit Air Cooled Condensing Unit (ACCU), using any of the following refrigerants R404a, R32, R507, R407c, R410a. LRA=109-121 Amp (min) 220-240V, 3-Phase (with the same technical specifications/capacity as the existing).
 - 1.21-Unit Evaporator Unit, 230V, 1-Phase (with the same technical specifications/capacity as the existing).

- 1.31-lot/set new door hinges, door lock/latches door heater, door gaskets and door plastic curtain.
- 1.41-lot stainless steel checkered plate, gage # 18 as flooring.
- 1.51-lot electrical wires and conduits
- 1.61-lot angle bars and flat bars (1/4" thick 2in x 2in)
- 1.71-lot cement, sand & gravel
- 1.81-lot marine plyboard 3/4" thick
- 1.91-lot refrigerant
- 1.101-lot cleaning agent, 141B
- 1.111-lot nitrogen gas
- 1.121-lot oxygen-acetylene
- 1.131-lot silver rods
- 1.141-lot marine epoxy paint/red oxide
- 1.151-lot marine enamel paint, (white, gray & yellow)
- 1.161-lot asphalt paint
- 1.171-lot joint sealants
- 1.181-lot copper tube of various sizes
- 1.191-lot compressor oil
- 1.201-lot insulators for refrigerant lines and drain lines
- 2. De-energize electrical power
- 3. Evacuate the unit's existing refrigerant into Contractor-supplied refrigerant tank.
- 4. De-mount existing Air Cooled Condensing Unit and replace with Contractor's supplied new ACCU on an angular metal (2inches x 2inches x 1/4 inches) base/stand and metal support brackets with footings embedded on a concrete base, 5ft (L) x 3 ft (W) x 5 inches (T), or as appropriately required per actual outdoor unit sizes. Concrete footing/base shall be properly formed and cured atop the said ground level. Restore damaged areas affected by the contractor's works.
- 5. Rewire and install new digital controller.
- 6. De-mount existing Evaporator Unit and replace it with the Contractor-supplied new Evaporator Unit with appropriate bracket supports.
- 7. Pressurize the system with Nitrogen gas and conduct extensive leak testing. Repair all detected leakages.
- 8. Conduct vacuuming/dehydration using high capacity vacuum pump.
- 9. Recharge the system with Refrigerant
- 10. Check-up and servicing of power supply and control system. Correct system defect, if any.
- 11. Provide and install new door panel, door hinges, door lock/latches, door heater, door gaskets and door plastic curtains
- 12. Paint all angular base support and bracket supports with one (1) coat epoxy primer gray and two (2) coats of color black.
- 13. Start up for test run and observe system operation.
- 14. Turn-over the Walk-In Freezer unit in good operating condition.

D. Walk-in Chiller (Bake Shop Kitchen)

Supply, deliver and install complete set (electric control system, condensing unit, unit cooler) of brand new walk-in freezer unit including miscellaneous hardware designed to deliver temperature of +5 deg. C to -10 deg. C using any of the following refrigerant R404a, R32, R507, R407c, R410a to include, but not limited to the following:

1. Supply and install the following parts and materials:
 - 1.1 1-unit Air Cooled Condensing Unit (ACCU), using any of the following refrigerants R404a, R32, R507, R407c, R410a. LRA=40 Amp (min) 210-230V, 1-Phase (with the same technical specifications/capacity as the existing).
 - 1.2 1-Unit Evaporator Unit, 230V, 1-Phase (with the same technical specifications/capacity as the existing).
 - 1.3 1-lot/set new door hinges, door lock/latches door heater, door gaskets and door plastic curtain.
 - 1.4 1-lot stainless steel checkered plate, gage # 18 as flooring.
 - 1.5 1-lot electrical wires and conduits
 - 1.6 1-lot angle bars and flat bars (1/4" thick 2in x 2in)
 - 1.7 1-lot cement, sand & gravel
 - 1.8 1-lot marine plyboard 3/4" thick
 - 1.9 1-lot refrigerant
 - 1.10 1-lot cleaning agent, 141B
 - 1.11 1-lot nitrogen gas
 - 1.12 1-lot oxygen-acetylene
 - 1.13 1-lot silver rods
 - 1.14 1-lot marine epoxy paint/red oxide
 - 1.15 1-lot marine enamel paint, (white, gray & yellow)
 - 1.16 1-lot asphalt paint
 - 1.17 1-lot joint sealants
 - 1.18 1-lot copper tube of various sizes
 - 1.19 1-lot compressor oil
 - 1.20 1-lot insulators for refrigerant lines and drain lines
2. De-energize electrical power
3. Evacuate the unit's existing refrigerant into Contractor-supplied refrigerant tank.
4. De-mount existing Air Cooled Condensing Unit and replace with Contractor's supplied new ACCU on an angular metal (2inches x 2inches x 1/4 inches) base/stand and metal support brackets with footings embedded on a concrete base, 5ft (L) x 3 ft (W) x 5 inches (T), or as appropriately required per actual outdoor unit sizes. Concrete footing/base shall be properly formed and cured atop the said ground level. Restore damaged areas affected by the contractor's works.
5. Rewire and install new digital controller.
6. De-mount existing Evaporator Unit and replace it with the Contractor-supplied new Evaporator Unit with appropriate bracket supports.
7. Pressurize the system with Nitrogen gas and conduct extensive leak testing. Repair all detected leakages.
8. Conduct vacuuming/dehydration using high capacity vacuum pump.
9. Recharge the system with Refrigerant
10. Check-up and servicing of power supply and control system. Correct system defect, if any.
11. Provide and install new door panels, door hinges, door lock/latches, door heater, door gaskets and door plastic curtain
12. Paint all angular base support and bracket supports with one (1) coat epoxy primer gray and two (2) coats of color black.
13. Start up for test run and observe system operation.

14. Turn-over the Walk-In Chiller unit in good operating condition.

II. SPECIAL/OTHER CONDITIONS OF THE CONTRACT:

1. The Contractor must conduct site survey and inspection.
2. Contractor before submitting his proposal should examine all issued documents relating to his work and verify all governing conditions at site. The Contractor shall report to PICC any condition that will prevent him from performing first class work. No consideration will be granted for any alleged misunderstanding and improper presentation of the equipment, parts and materials to be used and or work to be done.
3. The Contractor shall be responsible for providing all miscellaneous hardware needed to make the system operational at his own expense.
4. All items/parts to be supplied and installed shall be of the same technical specifications or an upgraded adaptable version of the original controller parts.
5. The Contractor shall ensure that its assigned personnel and/or representatives shall comply with, and submit themselves to, the rules and regulations of the PICC on security, sanitation, environmental compliance, safety/health and other regulations.
6. All works to be conducted by the assigned personnel must be coordinated properly with the Technical Services Department-Mechanical Services Division (TSD-MSD).
7. The winning Contractor shall restore/repair and or replace immediately at his own expense any damaged mechanical equipment/systems and properties occasioned by and/ or due to Contractor's fault or negligence during the servicing/repair works and during the one (1) year warranty period.
8. The Contractor should free the PICC and its personnel from and against all liabilities arising from injuries or liabilities to persons or damages to property occasioned by any act or omissions by the Contractor.
9. The Contractor must submit NBI or Police Clearance of each assigned personnel to be assigned at the PICC.
10. The Contractor's personnel should wear its company uniform/ID at all times in the PICC premises.
11. The Contractor shall provide the TSD-MSD with test data and other observations of the actual operation of the newly-installed Kitchen Equipment parts which would prove that said equipment are in good/proper operating condition.

STATEMENT OF COMPLIANCE

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.

D. Performance Bond

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
Cash or Cashier's/Manager's Check issued	

by a Universal or Commercial Bank.	Five percent (5%)
Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

E. PAYMENT

Payment shall be released in full within three (3) to four (4) weeks after final acceptance by PICC or its representative of the Contractor’s completed work, and submission of billing and complete supporting documents by Contractor as follows:

- 1) Service Report/Accomplishment Report
- 2) Invoice
- 3) Copy of delivery receipt for the return of replaced parts/materials, if any.
- 4) Special Bank Guaranty equivalent to five percent (5%) of the Contract amount.

Note: Bank Guaranty is not necessary if the contractor chooses the warranty obligation in the form of five percent (5%) retention money.

F. Warranty period

A one (1) year warranty for workmanship and parts/materials/equipment supplied by the Contractor is required. The obligation for the warranty shall be covered by, at the Contractor’s option, either retention money in an amount equivalent to five percent (5%) of every progress payment or a Special Bank Guarantee equivalent to five percent (5%) of the total contract price. The said amounts shall only be released after the expired of the warranty period. However, the same will be forfeited by PICC as part of payment for any damage of Kitchen Equipment and/or any other PICC property at worksite if the contractor refuses or fails to restore/repair the damaged equipment and/ or replace its damaged components/parts attributable to contractor during the repair process/test run and warranty period.

G. Liquidated Damages

In case of delay in the completion period inclusive of duly granted time extensions, if any, the Contractor shall be liable for damages and shall pay the PICC for liquidated damages in an amount equivalent to at least one tenth (1/10) of one percent (1%) of the cost of the unperformed works/services for every day of delay.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the procuring entity may rescind the award without prejudice to other courses of action and remedies open to it.

G. Schedule of Requirements

Item Number	Description	Delivered, Weeks/Months
I	Supply and Installation of New Walk-in Chillers and Walk-in Freezers at Main Kitchen	Work shall be completed within sixty (60) calendar days from the receipt of the Notice to Proceed

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company / Bidder

Signature over printed Name of Authorized Representative

Position

Date