Bid Notice Abstract

Request for Quotation (RFQ)

Reference Number

10692533

Procuring Entity

PHILIPPINE PORTS AUTHORITY - PMO SOUTH HARBOR

Title

Quarterly Preventive Maintenance of Air Conditioning Units of PPA PMO NCR South and TMO

Pasig for CY 2024

Area of Delivery

Metro Manila

Solicitation Number:	RFQ No. 2024-03-003	Status	Active
Trade Agreement:	Implementing Rules and Regulations		1
Procurement Mode:	Negotiated Procurement - Small Value Procurement (Sec. 53.9)	Associated Components	1
Classification:	Goods - General Support Services		
Category:	Airconditioning Maintenance Services	Bid Supplements	0
Approved Budget for the Contract:	PHP 246,570.00		
Delivery Period:	9 Month/s	Document Request List	8
Client Agency:			,
Contact Person:	Alejandro Fajardo De Jesus Senior Cashier/Acting Supervising Supply Officer PMO NCR South Admin	Date Published	23/03/2024
	Bldg., Muelle de San Francisco South Harbor, Port Area, Manila Manila	Last Updated / Time	23/03/2024 00:00 AM
	Metro Manila Philippines 1018 63-02-5255264 Ext.516 63-02-5224009	Closing Date / Time	28/03/2024 16:00 PM

Description

1 lot Procurement of Service Provider for Quarterly Preventive Maintenance of Air Conditioning Units of various types as provided in the Terms of Reference.

Detailed Scope of Works and Other requirement

Created by

Alejandro Fajardo De Jesus

afdejesus@ppa.com.ph

Date Created

22/03/2024

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REQUEST FOR OUOTATION

Procurement Project Title:	Quarterly Preventive NCR South and TMO	Maintenance of Air Cond Pasig for CY 2024	litioning Units of PPA PMO
Request for Quotation No.	2024-03-003	Request for Quotation Date	March 18, 2024
Approved Budget for the Contract (ABC):	Php246,570.00	Mode of Procurement:	Small Value Procurement (Section 53.9)
Purchase Request No.:	SH-7842-24	Purchase Request Date:	January 5, 2024
Date of Submission:	March 28, 2024 (Thursday)	Time of Submission:	4:00 P.M.
Price Validity:	45 calendar days from opening of bids/quotations	Delivery Period:	As stated in the Terms of Reference

NOTICE TO ALL SERVICE PROVIDERS AND SUPPLIERS:

The Philippine Ports Authority - PMO NCR South (PPA PMO NCS), through its Bids and Awards Committee (BAC), intends to engage the services of Supplier/Contractor for the procurement of Service Provider for Quarterly Preventive Maintenance for Airconditioning Units of PMO NCR South and TMO Pasig, in accordance with Section 53.9 (Negotiated Procurement - Small Value Procurement) of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

We kindly request, Supplier/Contractor of known qualifications to submit their quotation/proposal for the item/s described and required herein, subject to the compliance with the Terms and Conditions provided on this Request for Quotation (RFQ), signed by you or your duly authorized representative for the Procurement of Service Provider for Quarterly Preventive Maintenance for Air Conditioning Units of PMO NCR South and TMO Pasig, as detailed in Annex "B" of this RFQ. When preparing their quotation please be guided by the Instructions and Terms and Conditions attached hereto as Annex "A".

Please submit your proposal for the item/s described and required herein in a SEALED ENVELOPE through courier mail or hand carried. Should be required to follow the prescribed envelope and marking sample as provided, through the contact information indicated below.

Please quote your best offer for the item/s described herein addressed to:

Mr. Arnold B. Villegas

Chairperson, Bids and Awards Committee Marsman Building Gate 1, South Harbor, Port Area, Manila 1018 Telephone No.: (02) 8525-5264 loc. 522.

Pursuant to Appendix A "Documentary Requirement for Alternative Methods of Procurement of Annex "H: of 2016 revised IRR of RA No. 9184, the following documents are required to be submitted along with your proposal on the above set deadline or before the issuance of a Notice of Award.

Eligibility and other Requirements:

Must submit the following:

- Mayor's /Business Permit (current and valid)
 - In case of recently expired Business/Mayor's permit, it shall be accepted together with its official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted after award of contract but before payment in accordance with item 6.2 of Government Procurement Policy Board (GPPB) Resolution No. 09-2020.

 If the Mayor's or Business Permit has been issued subject to compliance with certain conditions, please submit proof of compliance within the
 - validation period of three (3) days from receipt of Notice to Comply
- PhilGEPS Certificate of Registration under Platinum Membership or PhilGEPS Registration Number
- DTI Certificate / SEC Registration
- Income/Business Tax Return
- Omnibus Sworn Statement using GPPB-Prescribed Format, accompanied with proof of authorization, if applicable (for ABC above Php50,000.00)
 - In the case of Unnotarized Omnibus Sworn Statement, it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of GPPB Resolution No. 09-2020,

For clarifications, you may contact Mrs. Airen C. Alfonso of the RMD-Admin. Section through email address acalfonso@ppa.com.ph, or telephone number (02) 8525-5264 loc. 516.

AMMENTO B / VILLEGAS
Chairperson, Bies and Awards Committee

INSTRUCTIONS:

Note: Failure to follow these instructions will disqualify your entire quotation.

- (1) Do not alter the contents of this form in any way.
- (2) The use of this RFQ is <u>highly encouraged</u> to minimize errors or omissions of the required mandatory provisions. In case of any changes, bidders must use or refer to the latest version of the RFQ, except when the latest version of the RFQ only pertains to deadline extension.

If another form is used other than the latest RFQ, the quotation shall contain all the mandatory requirements/provisions including manifestation on the agreement with the Terms and Conditions below.

In case a prospective supplier/service provider submits a filled-out RFQ with a supporting document (i.e., a price quotation in a different format), both documents shall be considered unless there will be discrepancies. In this case, provisions in the RFQ shall prevail.

- (3) All technical specifications are mandatory must be complied with. Failure to comply with the mandatory requirements shall render the quotation ineligible/disqualified.
- (4) Quotations may be submitted in a sealed envelope through courier mail or hand carried. Should be required to follow the prescribed envelop and marking sample as provided.
- (5) Quotations, including documentary requirements, received after the deadline shall not be accepted. For quotations submitted via electronic mail, the date and time of receipt indicated in the email shall be considered.

TERMS AND CONDITIONS:

- 1. Bidders shall provide correct and accurate information required in this form.
- 2. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
- 3. Price quotation/s must be valid for a period of forty-five (45) calendar days from the deadline of submission.
- Price quotation/s, to be denominated in Philippine peso, shall include all taxes, duties, and/or levies payable.
- 5. Quotations exceeding the Approved Budget for the Contract shall be rejected.
- In case of two or more bidders are determined to have submitted the Lowest Calculated Quotation/Lowest Calculated and Responsive Quotation, the PPA-PMO NCS shall adopt and employ "draw lots" as the tie-breaking method to finally determine the single winning provider in accordance with GPPB Circular 06-2005.
- 7. Award of contract shall be made to the lowest quotation which complies with the technical specifications, requirements and other terms and conditions stated herein.
- 8. The goods/services shall be performed to PPA-PMO NCS and TMO Pasig according to the accepted offer of the bidder.
- 9. The PPA PMO NCS reserve the rights to conduct actual examination or inspection with the Item/s to determined conformity and compliance with the technical specifications.
- 10. Payment shall be made after delivery and upon the submission of the required supporting documents, i.e., Order Slip and/or Billing statement, by the supplier, contractor, or consultant. Our Government Servicing Bank, i.e., the Land Bank of the Philippines, shall credit the amount due to the identified bank account of the supplier, contractor, or consultant not earlier than twenty-four (24) hours, but not later than forty-eight (48) hours, upon receipt of our advice. Please note that the corresponding bank transfer fee, if any, shall be chargeable to the account of the supplier, contractor, or consultant.
- 11. Liquidated damages equivalent to one-tenth of one percent (0.1%) of the value of the goods not delivered within the prescribed delivery period shall be imposed per day of delay. The PPA-PMO NCS may terminate the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.
- 12. The PPA PMO NCS may cancel or terminate the contract at any time in accordance with the grounds provided under RA No. 9184 and its 2016 revised IRR.
- 13. The RFQ, The RFQ, Purchase Order (PO), and other related documents for the above-stated Procurement projects shall be deemed to form part of the contract.

TECHNICAL SPECIFICATIONS

Company or Business Name:			
Company Address:			
Tax Identification No. (TIN):			
PhilGEPS Registration Number (required):			
Email Address:			
Cheque Payment Payable To:			
Dear Mr. Villegas:			
After having carefully and accepted the ins	structions and Term	ns and Conditions, indicated below is our que	otation in response to RFQ
	aintenance of	ACUs of PMO NCR South and T	MO Pasig
Minimum Technical Specifications		Offered Technical Specifications/ Service	Statement of Compliance ("Comply" or "Not Comply")
Scope of Works:			(compry or Not compry)
Check-up/cleaning of evaporator unit, grill assembly.	air filter and front		
 Check-up amperage and operative vo Check-up the base pan and drain of 			
obstruction as necessary.			
 Check-up units for abnormal sound at Check-up the suction and discharge of 			
pressures.			
 Check-up electrical for ground, short a circuits. 	and open		
Check-up and clean condensing unit washer.			
 Check-up condensing unit's fan motor for wear and damage, lubricates as ne 			
Check-up and oil swing vanes.			
 Check-up and level equipment platfor Tightens all bolts and nuts/log screws 			
Check-up all electrical controls.			
Clean evaporator and condenser coil for coil and pressure washer.	s using chemical		
Checking of system parameters su	ich as pressure,		
ampere, temperature, and voltage.Checking and straightening of index	oor and outdoor		
aluminum fins, if necessary.			
General Cleaning and flashing of con drain and leakage.	densing water		
Free check-up on all calls received d must be attended within 48 hours.	uring office hours		
All other works as in monthly check-u	р		
Other Services:			
➤ Emergency "call-in" Provisions.			
 Free check-up, troubleshooting, mino installation of parts. 	r repair, and		
Should respond within 24 hours upon			
Cost of replacement of parts is exclude Prepare and submit a clear and detaincluding findings and recommendation	led service report		
Obligation of the Service Provider			
> Conduct the quarterly preventive mai			
up, and related minor repairs accordi ensure reliable operation of the Air-			
during the period coverage. Quotation			

	supplies/materials needed for replacement (breakdown	
	of materials cost shall also be provided).	
,	Provide qualified technicians, supervision, tools, and	
	equipment necessary to conduct the regular preventive maintenance check-up, and related corrective repairs.	
>		
	in the manufacturer's periodic schedule. Labor and	
	supplies, at no cost to PPA PMO NCR South.	
>		
	representative upon completion of work, before leaving	
	the site. Detailed incident Report may also be	
	requested for further information needed.	
-		
	quotation of materials, and spare parts needed,	
	including scope of work to be done (for property no	
	longer under warranty).	
A		
	assistance must be done within 24 hours upon receipt	
	of the complaint.	
>	Designate a head office-based personnel who will be	
	responsible for managing and providing administrative	
	support services 24/7 support through phone and	
	email, including regular holidays, special holidays and	
	government announced holidays. On-call support services must also be provided in situations that require	
	the presence of personnel, as urgently needed to	
	perform critical activities. Response time is within 3	
	hours from receipt of call.	
	liance with PPA-PMO NCS existing rules and	
regul	ations. The Service Provider shall:	
	Ohana and the state of the stat	
7		
	regulations of PPA-PMO NCR South while inside the premises.	
-	Ensure the safety of all personnel, equipment, and	
	facilities during and after every work.	
>		
	checking of bags, vehicle, and body frisking upon entry	
	and exit at the PMO compound.	
>	Submit a list of all tools, supplies and equipment that	
	will be brought inside the PPA PMO NCS premises.	
>		
	identification cards and uniform.	
>		
	Section for waste materials or excess supplies/spare	
	parts if deemed necessary after completion of work.	

FINANCIAL OFFER:

Terms of Payment:

The PPA PMO NCS shall make payment upon submission of a monthly billing statement supported by Delivery Receipt. Proof of maintenance service of water dispensers attested by the General Services Unit Head.

Payment shall be made within fifteen (15) working days after receipt of the billing statement. The payment will be through check, either through direct credit to the winning bidder's or payee's bank account maintained at Land Bank of Philippines (LBP) or Philippine Veterans Bank (PVB) or bank transfer facility for non-LBP/PVB accounts, provided any corresponding bank charges shall be borne or paid by the payee.

Payment Details:

Banking Institution:	
Account Number:	
Account Name (should be exact name as registered in the bank);	
Branch:	

Quarterly Preventive Maintenance of Air Conditioning Units of PPA PMO NCR South (Baseport and TMO Pasig) CY 2024

Item Total Quantity		Description (Agency's Minimum Technical Specifications		Bidder's Offer (Inclusive of all taxes)		
No. / Lot No.	(a)	and Requirements)	Approved Budget for the Contract (ABC)	Unit Price (b)	Total Amount (a) x (b)	
1.	Lot	Procurement of Service Provider for Quarterly Preventive Maintenance for Air Conditioning units of PMO NCR South (Baseport and TMO Pasig)	246,570.00			

Note to Suppliers/Service Providers:

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- Quotation must be inclusive of all applicable government taxes.
 All payment will be subjected to 5% F-VAT and 1% EWT (for Purchases) or 2% EWT (for Services)
- 3. Cash on Delivery (COD) will not be accepted.

Supplier's / Service Providers' Declaration:

- 1. I/We have "Read and Accepted and Conformed for Agreement" the attached detailed specifications or Terms of Reference (TOR), with page and annexes signed by duly authorized representative of (company)
- 2. I/We abide by this bid offer/quotation for the period of forty-five (45) days from the deadline of submission of bid proposal as indicated in the Request for Quotation (RFQ) and shall be binding upon us.
- I/We shall undertake, if our proposal is accepted, to perform the Services/Deliver the goods upon receipt of the Contract Agreement/PO, in accordance with the specifications and delivery schedule stated in the Terms of Reference (TOR).

CONFORME:	
	Signature Over Printed Name of Authorized Representative

¹Note to Supplier/Provider

APPENDIX A "DOCUMENTARY REQUIREMENT FOR ALTERNATIVE METHODS OF PROCUREMENT OF ANNEX "H" OF 2016 REVISED IRR OF RA NO. 9184.

UNDER SMALL VALUE PROCUREMENT (Section 53.9). The following documents are required to be submitted along with your proposal:

Envelope 1 (Technical Documents)

- Certified true Copy SEC/DTI Certificate of Registration
- Certified true Copy Mayor's/Business Permit for Calendar Year 2024 (please see remarks on Request for Quotation)
- PhilGEPS Certificate of Registration under Platinum Membership or PhilGEPS Registration Number
- Income/Business Tax Return
- Duly notarized Omnibus Sworn Statement (OSS). Unnotarized OSS may be submitted subject to compliance with the submission of duly notarized OSS after award of contract but before payment as provided under GPPB Resolution No. 09-2020.
- Conformed Terms of Reference
- > List of completed contracts within the last five (5) years similar to the contract to be bid. (If applicable)
- Certificate of Satisfactory Completion from at least three (3) clients.

Envelope 2

Bid Proposal / Offered Quotation

Sealing and Marking of Envelopes: Each Suppler must submit one (1) certified true copy of the original documents of the technical and original financial bid/offered without erasures.

Financial Bid/Offered

QUARTERLY PREVENTIVE MAINTENANCE OF AIR CONDITIONING UNITS OF PPA PMO NCR SOUTH AND TMO-PASIG FOR CY 2024

[Company Name]
[Company Address]
[E-mail Address & Telephone Number]

MR. ARNOLD B. VILLEGAS
Chairperson-Bids and Awards Committee
PPA PMO NCR South

R	F	Q	N	0.			

The envelopes containing the technical documents and original Financial Bids/Offered shall then be enclosed in one single envelope containing the following markings:

QUARTERLY PREVENTIVE MAINTENANCE OF AIR CONDITIONING UNITS OF PPA PMO NCR SOUTH AND TMO-PASIG FOR CY 2024

[Company Name]
[Company Address]
[E-mail Address & Telephone Number]

MR. ARNOLD B. VILLEGAS
Chairperson-Bids and Awards Committee
PPA PMO NCR South

RF	Q	N	0.		

The Technical Documents shall be enclosed in one sealed envelope and the original financial bid/offered in another envelope containing the markings:

Technical Document

QUARTERLY PREVENTIVE MAINTENANCE OF AIR CONDITIONING UNITS OF PPA PMO NCR SOUTH AND TMO-PASIG FOR CY 2024

[Company Name]
[Company Address]
[E-mail Address & Telephone Number]

MR. ARNOLD B. VILLEGAS
Chairperson-Bids and Awards Committee
PPA PMO NCR South

RFQ No.	





TERMS OF REFERENCE

PROCUREMENT OF SERVICE PROVIDER FOR QUARTERLY PREVENTIVE MAINTENANCE OF AIR CONDITIONING UNITS OF PMO NCR SOUTH (Base Port and TMO-Pasig)

1. OBJECTIVE

- 1.1. The Philippine Ports Authority Port Management Office NCR South intends to engage the services of a qualified 3rd party Service Provider/ Contractor for the Preventive Maintenance of Air Conditioning Units (ACUs) for a maximum of nine (9) months but not later than December 31, 2024.
- 1.2. To engage duly authorized provider/ contractor with necessary expertise, experience, and capacity to maintain efficiently, safely, and effectively the ACU's operations.
- 1.3. To prolong the service life and obtain peak performance of the equipment.
- 1.4. To avoid premature breakdown and costly repair of equipment.
- 1.5. To provide a healthy and comfortable working environment in maintaining the ACUs equipment.

2. PROJECT COVERAGE

The scope of services covers preventive maintenance services for all the ACUs of PMO NCR South and TMO Pasig.

3. GENERAL REQUIREMENT

The work required is the supply of labor, materials, tools, and equipment necessary to carry out the preventive maintenance of ACUs in the Port Management Office of NCR South and its Terminal Office, which include inspection, assessment, general cleaning, and recommendations to enhance the performance of the equipment.

4. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC for the project is **Two Hundred Forty-Six Thousand Five Hundred Seventy Pesos (Php246,570.00)**, *inclusive* of all applicable government taxes and service charges.

5. MODE OF PROCUREMENT

The Mode of Procurement shall be Alternative - Small Value Procurement (SVP).

6. PROJECT DURATION

The Supplier/ Contractor shall bid for a **nine-month** preventive maintenance program for ACUs listed in Section 7.3. of this Terms of Reference (TOR) and shall not exceed the ABC for the project.

7. SCOPE OF WORK

7.1. Quarterly Preventive Maintenance must include, but not be limited to:

- Check-up/ cleaning of evaporator unit, air filter and front grill assembly.
- Check-up amperage and operative voltage.
- Check-up the base pan and drain opening. Remove obstruction as necessary.
- Check-up units for abnormal sound and vibrations.
- Check-up the suction and discharge operating pressures.
- Check-up electrical for ground, short and open circuits.
- Check-up and clean condensing unit using pressure washer.
- Check-up condensing unit's fan motors and fan blades for wear and damage, lubricates as needed.
- Check-up and oil swing vanes.
- Check-up and level equipment platform.
- Tightens all bolts and nuts/ log screws.
- Check-up all electrical controls.
- Clean evaporator and condenser coils using chemical for coil and pressure washer.
- Checking of system parameters such as pressure, ampere, temperature, and voltage.
- Checking and straightening of indoor and outdoor aluminum fins, if necessary.
- General Cleaning and flashing of condensing water drain and leakage.
- Free check-up on all calls received during office hours must be attended within 24 hours.
- All other works as in monthly check-up.

7.2. Other Services

- Emergency "call-in" Provisions.
- Free check-up, troubleshooting, minor repair, and installation of parts.
- Should respond within 24 hours upon receipt of call.
- Cost of replacement of parts is excluded.
- Prepare and submit a clear and detailed service report including findings and recommendations for evaluation.

7.3. Notes

- Inclusive of taxes and other charges.
- List of Air Conditioning Units per assignment/ room:

OFFICES/LOCATION	QTY	TYPE	BRAND
Ground Floor			
Admin. Section	5	Ceiling Cassette	LG
	2	Wall Mounted/Split	LG
Cashiering	1	Wall Mounted/Split	LG
Marine	1	Under Ceiling Mounted	KOLIN
	1	Ceiling Cassette	LG
	2	Wall Mounted/Split	LG
PORT POLICE	5	Wall Mounted/Split	LG
	2	Ceiling Cassette	LG
OPM	2	Wall Mounted/Split	Carrier
	2	Ceiling Cassette	LG
OPM Staff	1	Wall Mounted/Split	LG
	2	Ceiling Cassette	LG
Conference Room	3	Ceiling Cassette	LG
Safety & Statistics	3	Ceiling Cassette	LG
	1	Wall Mounted/Split	LG
REMD	5	Ceiling Cassette	LG
	2	Wall Mounted/Split	LG
BAC Office	1	Wall Mounted/Split	LG
Legal	1	Wall Mounted/Split	LG
RMD	2	Ceiling Cassette	LG
	2	Wall Mounted/Split	LG
Finance	4	Ceiling Cassette	LG
PANTALAN	1	Wall Mounted/Split	LG
PMMECO	2	Ceiling Cassette	LG
	1	Wall Mounted/Split	LG
COA	3	Ceiling Cassette	LG
	1	Wall Mounted/Split	LG
BARRACKS			
PPD	3	Window Type	Panasonic/ Carrier
Cashiering	1	Window Type	Carrier
Marine	1	Window Type	Panasonic
REMD	3	Window Type	Panasonic/ Carrier
GSU	2	Window Type	Carrier
Ferry Landing	1	Under Ceiling Mounted	Kolin
TMO Pasig-Terminal Off	2	Wall Mounted/Split	Koppel
	3	Window Type	Panasonic/ York
TMO Pasig-POB	2	Wall Mounted/Split	Koppel
	1	Window Type	York

8. SCHEDULE OF PREVENTIVE MAINTENANCE

The schedule of preventive maintenance shall be as follows:

2nd Quarter June 3, 2024

➢ 3rd Quarter September 2, 2024

4th Quarter -December 2, 2024

9. OBLIGATIONS OF THE PROVIDER

- 9.1. Conduct the quarterly preventive maintenance, check-up, and related minor repairs according to schedule to ensure reliable operation of the ACUs during the period coverage. Quotation must include the supplies/ materials needed for replacement (Breakdown of materials cost shall also be provided).
- 9.2. Provide qualified technicians, supervision, tools, and equipment necessary to conduct the regular preventive maintenance check-up, and related corrective repairs.
- 9.3. Undertakes minor adjustments and repairs as required in the manufacturer's periodic schedule. Labor and supplies, at no cost to PPA -PMO NCR South.
- 9.4. Submits Service Report to the end-users or General Service Unit (GSU) representative of this PMO upon completion of work, before leaving the site. Detailed incident Report may also be requested for further information needed.
- 9.5. In case of major repair, the service provider will submit quotation of materials, and spare parts needed, including scope of work to be done (for property no longer under warranty).
- 9.6. Dispatch of the technicians on request of service assistance must be done within 24 hours upon receipt of the complaint.
- 9.7. Designate head office-based personnel who will be responsible for managing and providing administrative support services 24/7 support through phone and email, including regular holidays, special holidays and government announced holidays. On-call support services must also be provided in situations that require the presence of personnel, as urgently needed to perform critical activities. Response time is within 3 hours from receipt of call.

10. DUTIES AND RESPONSIBILITIES OF PPA - PMO NCR SOUTH

The PPA-PMO NCR South, through General Service Unit - Administrative Section, shall closely monitor the implementation of the preventive maintenance activity in accordance with the Contract's specifications and conditions.

During each scheduled preventive maintenance, an authorized representative of PPA-PMO NCR South shall be available to supervise the procedures and ensure that office properties, such as computers and other equipment, are secured.

11. PAYMENT SCHEDULE

Payment to the Service Provider shall be made on a quarterly basis upon acceptance of PPA PMO NCR South, subject to the submission of billing statement, duly accomplished service report forms and other necessary documentary requirements/ evidence.

12. LIQUIDATED DAMAGES

Non-compliance with the Terms and Conditions stated in the Contract will result in the payment of corresponding penalties/ liquidated damages of the Contract Price by the winning Service Provider. PPA-PMO NCR South reserves the right to rescind the contract after the Service Provider fails to comply with the Terms and Conditions of the Contract for three (3) instances/ times, without prejudice to other courses of action and remedies open to it.

13. DISPUTE RESOLUTION

- 13.1. In the matter of dispute related to the Contract and/or rights of the parties arise; the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in the city of Manila. In case of a court suit, the venue shall be the courts of competent jurisdiction in the city of Manila, to the exclusion of all other courts; and
- 13.2. Any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the Parties.

Approved by:

AMBROCIO O. ILAO RMD Manager /