



Republic of the Philippines  
Department of Budget and Management Regional office XI  
Km.3 MacArthur Highway, Matina, Davao City

**BIDDING DOCUMENTS**

**FOR THE**

**CONSTRUCTION OF BUILDING**  
**(PHASE 3): SUPPLY, DELIVERY**  
**AND INSTALLATION OF AIR-**  
**CONDITIONING SYSTEM**

*PROJECT ID: **PB-EPA 2023-10-01***

# Table of Contents

|  |    |
|--|----|
| Glossary of Acronyms, Terms, and Abbreviations                         | 4  |
| Section I. Invitation to Bid   | 7  |
| Section II. Instructions to Bidders                                    | 10 |
| 1. Scope of Bid  | 11 |
| 2. Funding Information   | 11 |
| 3. Bidding Requirements  | 11 |
| 4. Corrupt, Fraudulent, Collusive, and Coercive Practices              | 11 |
| 5. Eligible Bidders  | 11 |
| 6. Origin of Goods   | 12 |
| 7. Subcontracts  | 12 |
| 8. Pre-Bid Conference  | 12 |
| 9. Clarification and Amendment of Bidding Documents                    | 12 |
| 10. Documents comprising the Bid: Eligibility and Technical Components | 12 |
| 11. Documents comprising the Bid: Financial Component                  | 13 |
| 12. Bid Prices   | 13 |
| 13. Bid and Payment Currencies   | 14 |
| 14. Bid Security   | 14 |
| 15. Sealing and Marking of Bids  | 14 |
| 16. Deadline for Submission of Bids                                    | 15 |
| 17. Opening and Preliminary Examination of Bids                        | 15 |
| 18. Domestic Preference  | 15 |
| 19. Detailed Evaluation and Comparison of Bids                         | 15 |
| 20. Post-Qualification   | 16 |
| 21. Signing of the Contract  | 16 |
| Section III. Bid Data Sheet  | 17 |
| Section IV. General Conditions of Contract                             | 20 |
| 1. Scope of Contract   | 21 |
| 2. Advance Payment and Terms of Payment                                | 21 |
| 3. Performance Security  | 21 |
| 4. Inspection and Tests  | 21 |
| 5. Warranty  | 22 |
| 6. Liability of the Supplier   | 22 |
| Section V. Special Conditions of Contract                              | 23 |
| Section VI. Schedule of Requirements                                   | 28 |
| Name of Company/Bidder   | 28 |
| Section VII. Technical Specifications                                  | 29 |

|  |    |
|--|----|
| VI. General Conditions   | 31 |
| Annex A  | 33 |
| Detailed Technical Specifications                                | 33 |
| 1.0 Supply, Delivery and Installation of Air-conditioning System | 33 |
| Section VIII. Checklist of Technical and Financial Documents     | 37 |
| Bid Form for the Procurement of Goods                            | 41 |
| BID FORM   | 41 |

# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Freight on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

## ***Section I. Invitation to Bid***

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
REGIONAL OFFICE XI

**INVITATION TO BID FOR THE *CONSTRUCTION OF BUILDING (PHASE 3): SUPPLY, DELIVERY AND INSTALLATION OF AIR-CONDITIONING SYSTEM***

1. The **DEPARTMENT OF BUDGET AND MANAGEMENT REGIONAL OFFICE XI (DBM ROXI)**, through the **FY 2024 *National Expenditure Program*** intends to apply the sum of **SEVEN MILLION PESOS (P 7,000,000.00)** (VAT inclusive) being the ABC to payments under the contract for **Construction of Building (Phase 3): SUPPLY, DELIVERY AND INSTALLATION OF AIR-CONDITIONING SYSTEM**. For the purpose of **early procurement** authorized under Section 7.6 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, the proposed budget under the FY 2024 National Expenditure Program shall be used as basis. Further, consistent with the requirement in the same Section 7.6, **no award of contract shall be made until the approval and effectivity of the FY 2024 General Appropriations Act**. The period for the performance of the obligations under the Contract shall not go beyond the validity of the corresponding appropriations for the Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **DBM ROXI** now invites bids for the above **Construction of Building (Phase 3): SUPPLY, DELIVERY AND INSTALLATION OF AIR-CONDITIONING SYSTEM**. Delivery of the Services is required in Section VI (Schedule of Requirements) of Bidding Documents or within 90 calendar days upon receipt of notice to proceed. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.  
  
Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **DBM ROXI Bids and Awards Committee (BAC) Secretariat** and inspect the Bidding Documents at the address given below from 9:00 am to 4:00 pm.
5. A complete set of Bidding Documents may be **purchased** by interested Bidders Monday to Friday from **October 13, 2023 until November 3, 2023** and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines

issued by the GPPB, in the amount of Seven Thousand Pesos (P 7,000.00) from the given address below.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The **DBM ROXI** will hold a Pre-Bid Conference<sup>1</sup> on **October 20, 2023, 2:00 PM** at DBM Multipurpose Hall *which* shall be open to prospective bidders.
7. Bids must be submitted manually and duly received by the BAC Secretariat through at the Office address below on or **before 10:00 AM of November 3, 2023**.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be at **1:30 PM November 3, 2023** at **the address below** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Department of Budget and Management Region XI reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**MS. KATE DIANE O. VALDRES**

*DBM-ROXI BAC Secretariat*

*Department of Budget and Management Region XI, Km. 3 MacArthur Highway, Matina, Davao City*

*dbm\_rol1@dbm.gov.ph*

*(082)-297-3323, 4321, 5448*

*[Insert website address, if applicable]*

12. You may visit the following websites:

For downloading of Bidding Documents: *www.philgeps.gov.ph*

*October 9, 2023*

**SGD.**  
**(Sgd.) ANTONIO M. FAUNILLAN, JR., PhD**  
BAC Chairman

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *DBM RO XI* wishes to receive Bids for the Construction of Building (Phase 3): SUPPLY, DELIVERY AND INSTALLATION OF AIR-CONDITIONING SYSTEM, with identification number ***PB-EPA 2023-10-01***

The Procurement Project (referred to herein as “Project”) is composed of **One Lot**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1 The GOP through the source of funding as indicated below for **FY 2024 *National Expenditure Program in the amount of SEVEN MILLION PESOS (P 7,000,000.00)*** (VAT inclusive). The period for the performance of the obligations under the Contract shall not go beyond the validity of the corresponding appropriations for the Project.

2.2 The source of funding is the **FY 2024 National Expenditure Program**.

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is **at least one (1) contract similar** to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address at DBM Multipurpose Hall as indicated in the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **October 13, 2018 up to October 13, 2023** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the BDS.
  - b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
  - a. Philippine Pesos.

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **March 2, 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

---

<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

## **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## **17. Opening and Preliminary Examination of Bids**

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:  
  
Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the

NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

### ***Section III. Bid Data Sheet***

# Bid Data Sheet

| ITB Clause |  |
|------------|--|
| 5.3        | <p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. <i>Refer to Construction of Building (Phase 3): SUPPLY, DELIVERY AND INSTALLATION OF AIR-CONDITIONING SYSTEM; and</i></li> <li>b. Completed within October 13, 2018 to October 13, 2023</li> </ol>   |
| 7.1        | <i>Subcontracting is not allowed</i>   |
| 12         | The price of the Goods shall be quoted DDP <i>Davao City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.  |
| 14.1       | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than P140,000 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than P350,000 (5% of ABC) if bid security is in Surety Bond.</li> </ol>  |
| 15         | Each Bidder shall submit one (1) original and two [2] duplicate copies of the first and second components of its bid. Bidder shall arrange each bid documents into sections with tabs properly labeled separating each document according to the provided checklist.   |
| 19.3       | <p>One (1) lot, the Construction of Building (Phase 3): SUPPLY, DELIVERY AND INSTALLATION OF AIR-CONDITIONING SYSTEM with ABC of P7,000,000.00.</p> <p>The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184.</p>  |
| 20         | <p>The bidder with the Lowest Calculated Bid shall submit <b>ALL</b> of the following post-qualification requirements:</p> <ol style="list-style-type: none"> <li>1. Photocopy of Single Largest Completed Contract or Purchase Order</li> <li>2. The corresponding proof of completion, which could either be: <ol style="list-style-type: none"> <li>i. Certificate of Final Acceptance/Completion from the bidder's client;</li> <li>or ii. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract</li> </ol> </li> <li>3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following:</li> </ol> |

|      |  |
|------|--|
|      | <p>The bidder with the Lowest Calculated Bid shall submit <b>ALL</b> of the following post-qualification requirements:<br/> 2022 Income Tax Return with proof of payment; and<br/> VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from April 2023 to September 2023.</p> <p>* Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the 2016 Revised IRR of RA No. 9184.</p> <p>*** In case the valid Mayor's Permit is not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.</p> <p>**** In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.</p> |
| 20.1 | <p>The following post qualification documents must be submitted within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid:</p> <p>1. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS):</p> <ul style="list-style-type: none"> <li>- 2023 Quarterly Income Tax Return (2nd Quarter of 2023)</li> <li>- 2023 Quarterly Value Added Tax Return (2nd Quarter of 2023)</li> <li>- 2023 Monthly Value Added Tax Declaration (September 2023)</li> </ul> <p>2. Authorized Dealer/Manufacturer Certificate issued by the Manufacturer</p>  |

## ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

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. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## **2. Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (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.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 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, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

| GCC Clause |  |
|------------|--|
| 1          | <p><b>Delivery and Documents</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this</p> <p>Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered to DBM Regional XI, Davao City. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered in DBM Regional XI, Davao City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Ms. Kate Diane O. Valdres, Acting Chief Administrative Officer or his/her duly authorized representative.</p> <p><b>Incidental Services</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. Training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> |

|  |  |
|--|--|
|  | <p><b>Spare Parts</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> <li>1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of 1 year after delivery.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within thirty (30) calendar days of placing the order.</p> |
|  | <p><b>Packaging</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p>  |

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

### **Transportation**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

### **Intellectual Property Rights**

|   |  |
|---|--|
|   | The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.  |
| 4 | <p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done upon delivery and installation of the goods to the Procuring Entity.</p> <p>Inspection of the goods delivered shall be conducted by the DBM ROXI Inspection Committee.</p> |

## ***Section VI. Schedule of Requirements***

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

| <b>Item Number</b> | <b>Description</b>   | <b>Quantity</b> | <b>Delivered, Weeks/Months</b>                                     |
|--------------------|--|-----------------|--|
| 1                  | Supply, Delivery and Installation of Air-conditioning System | 1 lot           | Within ninety (90) calendar days upon receipt of Notice to Proceed |

**I hereby certify to comply and deliver all the above requirements.**

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Signature Over Printed Name of Representative Date**

## ***Section VII. Technical Specifications***

## Technical Specifications

| Item | Specification  | Statement of Compliance  |
|------|--|--|
|      |  | <i>[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. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i> |
| 1.   | Supply, Delivery and Installation of Air-conditioning System (See Annex A) |  |

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

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature Over Printed Name of Representative

\_\_\_\_\_  
Date

**TECHNICAL SPECIFICATIONS**  
**CONSTRUCTION OF BUILDING (PHASE 3): SUPPLY, DELIVERY AND INSTALLATION**  
**OF AIR CONDITIONING SYSTEM**

- I. Location:** Department of Budget and Management Regional Office XI, Km. 3, Mc Arthur Highway, Matina Davao City
- II. Mode of Procurement:** Competitive Public Bidding
- III. Approved Budget for the Contract:** P7,000,000.00
- IV. Source of Funds:** FY 2024 NEP for Early Procurement Activity (EPA)
- V. Delivery Period:** Within Ninety (90) Calendar Days from Receipt of Notice to Proceed

**A. Qualification of Supplier**

- 1. The supplier must be in the field or business of supply, delivery and installation of air conditioning system and must have an experience or track record in the same field for the last 5 years or more;
- 2. The supplier must have necessary equipment, facilities, qualified personnel, expertise and other means necessary to perform the Contract in accordance with the best commercial practice;
- 3. There shall be a proposed Work Plan and Detailed Implementation Schedule for the Project covering the whole period. Prospective bidders are required to conduct site inspection. This is to ensure the reliability, security and efficiency of the required services that the supplier shall perform;
- 4. The supplier shall be responsible and accountable for the removal and proper disposal of material and waste generated by this project. Debris, surplus materials, etc. shall be removed daily; and
- 5. The contractor shall be held solely responsible for any property or personal damages or claims, including damage to existing structures, systems, equipment and/or site caused by the contractor, and shall repair or replace it to its original condition at no additional cost to DBM Regional Office XI.

**B. Technical Specifications and Scope of Works**

Specific Requirements Per Item Classification see attached Annex A

**VI. General Conditions**

- a. All condensers for the Ground Floor shall be mounted at the Second Floor or in an area approved by the Procuring Entity
- b. Condensers shall be located in area approved by the Procuring Entity
- c. The supplier must have a service support that is accessible at reasonable office hours

- and should respond within 24 hours upon request
- d. Installation of units shall conform with the engineering drawings/layout provided or as approved by the Procuring Entity
- e. Electrical works must be performed by licensed electricians and shall provide photocopy of their licenses to the procuring entity
- f. All units shall be subject to leak test wherein a representative of the procuring entity shall be present during such work
- g. Condensing unit must be on a pad at least 3 inches above ground.
- h. Line sets properly insulated, supported and fire wall penetrations adequately sealed
- i. Manufacturer required clearances and instructions shall be complied.
- j. Water drain shall be linked with existing building drain system with pit traps.

## **VII. Warranty and Support**

Within the 1-year warranty period, the supplier must be able to provide onsite support coverage (parts and labor) to the DBM Regional Office XI, as required by the circumstances.

## **VIII. Liquidated Damages**

Where the supplier refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is thereby in default under the Contract, the supplier shall pay the DBM for Liquidated Damages pursuant to implementing rules and regulations of R.A. 9184

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

\_\_\_\_\_  
Name of the Company/Bidder

\_\_\_\_\_  
Signature Over Printed Name  
Representative

\_\_\_\_\_  
Date

### Detailed Technical Specifications

#### 1.0 Supply, Delivery and Installation of Air-conditioning System

|          |  |
|----------|--|
| <b>1</b> | Installation of Units and Restoration of Property (Ground Floor to Fourth Floor)   |
| <b>2</b> | Refrigerant Pipe and Water Drain Line <ul style="list-style-type: none"> <li>• Rubber Pipe</li> <li>• Dry Nitrogen</li> <li>• Refrigerant</li> <li>• PVC Pipe</li> <li>• PVC Elbow</li> <li>• PVC Tee</li> <li>• Polyethylene Tape</li> <li>• Others, as needed</li> </ul>   |
| <b>3</b> | Electrical Works <ul style="list-style-type: none"> <li>• Use Standard THHN Electrical Wires</li> <li>• Wrap wires with Electrical Flexible Hose</li> <li>• Others, as needed</li> </ul>   |
| <b>4</b> | Hanger and Supports <ul style="list-style-type: none"> <li>• Standard Angle Bars</li> <li>• Welding Rd</li> <li>• Threaded Rod</li> <li>• Nuts and Washers</li> <li>• Others, as needed</li> </ul>   |
| <b>5</b> | Air-conditioning Set <p>All air-conditioning sets shall have the following specifications:</p> <ul style="list-style-type: none"> <li>• 3TR Floor Mounted Air Conditioning Unit (minimum specifications)               <ul style="list-style-type: none"> <li>○ Inverter Type</li> <li>○ For Wall Mounted: Split Type</li> <li>○ Power Supply: 220-240V</li> <li>○ 3TR Floor Mounted Air Conditioning Unit (minimum specifications)</li> <li>○ Rated Cooling Capacity: 10kW or 36000kJ/hr. British Thermal Unit/hour 34,000</li> <li>○ Rated Power Consumption: 3.50 or lower</li> <li>○ Must be certified as DOE Star Rating of 5 star</li> <li>○ CSPF (Cooling Seasonal Performance Factor): greater than 4</li> </ul> </li> </ul> |

|  |   |
|--|---|
|  | <ul style="list-style-type: none"> <li>○ Airflow Rate: minimum speed for low setting of 990 Cubic feet per minute (CFM)</li> <li>○ (Indoor and Outdoor) Sound Level: maximum of 55dB for high-speed setting</li> <li>○ Refrigerant Type: R32 or better</li> <li>○ Inverter</li> <li>○ Power: 220V/60Hz</li> <li>○ Must have Voltage fluctuation protection technology or equivalent</li> <li>● 3HP Wall Mounted Air Conditioning Unit (minimum specifications) <ul style="list-style-type: none"> <li>○ Rated Cooling Capacity: 7kW or 25200kJ/hr. or better British Thermal Unit/hour 24000 or better</li> <li>○ Rated Power Consumption: 2 kW or lower</li> <li>○ Must be certified as DOE Star Rating of 5 star</li> <li>○ CSPF (Cooling Seasonal Performance Factor): greater than 4</li> <li>○ Airflow Rate: minimum speed for low setting of 480 Cubic feet per minute (CFM) or better</li> <li>○ (Indoor and Outdoor) Sound Level: maximum of 55dB for high-speed setting</li> <li>○ Refrigerant Type: R32 or better</li> <li>○ Inverter</li> <li>○ Power: 220V/60Hz</li> <li>○ Must have Voltage fluctuation protection technology or similar</li> </ul> </li> <li>● 2.5 HP Wall Mounted Air Conditioning Unit (minimum specifications) <ul style="list-style-type: none"> <li>○ Rated Cooling Capacity: 6.55kW or 23580kJ/hr. or better British Thermal Unit/hour: 22500 or better</li> <li>○ Rated Power Consumption: 1.9 kW or lower</li> <li>○ Must be certified as DOE Star Rating of 5 star</li> <li>○ CSPF (Cooling Seasonal Performance Factor): greater than 4</li> <li>○ Airflow Rate: minimum speed for low setting of 480 Cubic feet per minute (CFM) or better</li> <li>○ (Indoor and Outdoor) Sound Level: maximum of 55dB for high-speed setting</li> <li>○ Refrigerant Type: R32 or better</li> <li>○ Inverter</li> <li>○ Power: 220V/60Hz</li> <li>○ Must have Voltage fluctuation protection technology or similar</li> </ul> </li> <li>● 2.0 HP Wall Mounted Air Conditioning Unit (minimum specifications) <ul style="list-style-type: none"> <li>○ Rated Cooling Capacity: 5.55 kW or 19980kJ/hr. or better British Thermal Unit/hour: 19000 or better</li> <li>○ Rated Power Consumption: 1.6 kW or lower</li> <li>○ Must be certified as DOE Star Rating of 5 star</li> <li>○ CSPF (Cooling Seasonal Performance Factor): greater than 4</li> <li>○ Airflow Rate: minimum speed for low setting of 290 Cubic feet per minute (CFM) or better</li> <li>○ (Indoor and Outdoor) Sound Level: maximum of 50dB for high-speed setting</li> <li>○ Refrigerant Type: R32 or better</li> <li>○ Inverter</li> <li>○ Power: 220V/60Hz</li> <li>○ Must have Voltage fluctuation protection technology or similar</li> </ul> </li> </ul> |
|--|---|

- 1.5 HP Wall Mounted Air Conditioning Unit (minimum specifications)
  - Rated Cooling Capacity: 3.50 kW or 12600kJ/hr. or better  
British Thermal Unit/hour: 12100 or better
  - Rated Power Consumption: 1 kW or lower
  - Must be certified as DOE Star Rating of 5 star
  - CSPF (Cooling Seasonal Performance Factor): greater than 4
  - Airflow Rate: minimum speed for low setting of 250 Cubic feet per minute (CFM) or better
  - (Indoor and Outdoor) Sound Level: maximum of 50dB for high-speed setting
  - Refrigerant Type: R32 or better
  - Inverter
  - Power: 220V/60Hz
  - Must have Voltage fluctuation protection technology or similar
- 1.0 HP Wall Mounted Air Conditioning Unit (minimum specifications)
  - Rated Cooling Capacity: 2.5 kW or 9000 kJ/hr. or better  
British Thermal Unit/hour: 9700 or better
  - Rated Power Consumption: 900 W or lower
  - Must be certified as DOE Star Rating of 5 star
  - CSPF (Cooling Seasonal Performance Factor): greater than 4
  - Airflow Rate: minimum speed for low setting of 230 Cubic feet per minute (CFM) or better
  - (Indoor and Outdoor) Sound Level: maximum of 45dB for high-speed setting
  - Refrigerant Type: R32 or better
  - Inverter
  - Power: 220V/60Hz
  - Must have Voltage fluctuation protection technology or similar
- Additional Requirements
  - All air conditioning units must have at least 1 remote control per unit
  - All air conditioning units must be authentic/genuine of its brand
  - All air conditioning units must be compliant to Section 15 of Republic Act No. 11285 also known as "Energy Efficiency and Conservation Act". All offered Air conditioning unit must have Department of Energy-Energy Label with prescribed information under the same law.
  - At least 1 year warranty in parts and compressor.

| Aircon type                           | Unit | Quantity |
|---------------------------------------|------|----------|
| <b>1<sup>st</sup> Floor</b>           |      |          |
| 3.0 TR Floor Mounted Air Conditioning | set  | 9        |
| 1.0 HP Wall Mounted Air Conditioning  | set  | 1        |
| 1.5 HP Wall Mounted Air Conditioning  | set  | 2        |
| 2.0 HP Wall Mounted Air Conditioning  | set  | 2        |
| <b>2<sup>nd</sup> Floor</b>           |      |          |
| 3.0 TR Floor Mounted Air Conditioning | set  | 5        |
| 1.0 HP Wall Mounted Air Conditioning  | set  | 4        |

|          |   |     |   |
|----------|---|-----|---|
|          | 1.5 HP Wall Mounted Air Conditioning  | set | 1 |
|          | 2.0 HP Wall Mounted Air Conditioning  | set | 1 |
|          | 2.5 HP Wall Mounted Air Conditioning  | set | 1 |
|          | 3.0 HP Wall Mounted Air Conditioning  | set | 2 |
|          | <b>3<sup>rd</sup> Floor</b>   |     |   |
|          | 3.0 TR Floor Mounted Air Conditioning   | set | 2 |
|          | 1.0 HP Wall Mounted Air Conditioning  | set | 7 |
|          | 2.0 HP Wall Mounted Air Conditioning  | set | 5 |
|          | 3.0 HP Wall Mounted Air Conditioning  | set | 2 |
|          | <b>4<sup>th</sup> Floor</b>   |     |   |
|          | 3.0 TR Floor Mounted Air Conditioning   | set | 9 |
|          | 1.0 HP Wall Mounted Air Conditioning  | set | 1 |
|          |   |     |   |
| <b>6</b> | Miscellaneous <ul style="list-style-type: none"> <li>• Other Consumables</li> <li>• Restoration of affected civil works ( concreting, repainting, retiling and etc.) and other damages that may be related to works</li> <li>• Clean up of work area</li> </ul> |     |   |
| <b>7</b> | See Annex B (last pages) for the Floor Plan   |     |   |
| <b>8</b> | Service and Product Warranty  |     |   |

## ***Section VIII. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing 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; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### *Class “B” Documents*

- ☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

## II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**

- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**III. OTHERS**

- ☐ (m) For the list of required forms, please refer to GPPB Circular No. 04-2020 dated September 16, 2020.

# **SAMPLE FORMS**

**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

**BID FORM**

Date : \_\_\_\_\_  
 Project Identification No. : \_\_\_\_\_

To: The Chairperson  
 Bids and Awards Committee  
 Department of Budget and Management Regional Office XI  
 Km. 3, Mc Arthur Highway, Matina, Davao City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

| Item Number | Description  | Total Price<br>(Inclusive of VAT) |
|-------------|--|-----------------------------------|
| 1           | Construction of Building (Phase 3): SUPPLY, DELIVERY AND INSTALLATION OF AIR-CONDITIONING SYSTEM |                                   |

*Note: The total price must be supported by price breakdown of all components for the project.*

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that 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 pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

## List of all Ongoing Government and Private Contracts including Contracts awarded but not yet started

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

| Name of the Contract | Date of Contract | Kinds of Goods | Value of Outstanding Contracts | Date of Delivery |
|----------------------|------------------|----------------|--------------------------------|------------------|
| <u>Government</u>    |                  |                |                                |                  |
|                      |                  |                |                                |                  |
|                      |                  |                |                                |                  |
|                      |                  |                |                                |                  |
| <u>Private</u>       |                  |                |                                |                  |
|                      |                  |                |                                |                  |
|                      |                  |                |                                |                  |
|                      |                  |                |                                |                  |

**Note: This statement shall be supported by:**

1. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of October 30, 2023.

2. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

Submitted by : .

(Signature over Printed Name)

Designation : .

Date : .

### STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

| Name of Client/Contact Person/Contact Number/ Email Address | Date of Contract | Kinds of Goods | Amount of Contract | Date of Acceptance* | End user's Acceptance or Official Receipt(s) Issued for the Contract |
|---|------------------|----------------|--------------------|---------------------|--|
|   |                  |                |                    |                     |  |
|   |                  |                |                    |                     |  |
|   |                  |                |                    |                     |  |
|   |                  |                |                    |                     |  |

Submitted by : \_\_\_\_\_  
*(Printed Name & Signature of Authorized Representative)*

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

#### Instructions:

Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project, and whose value, adjusted to current prices using the PSA's CPI, must be at least equivalent to the following:

- i. A single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid; OR
- ii. At least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least fifty percent (50%) of the ABC to be bid; and

- iii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

\*Date of Acceptance shall mean the date when the items delivered have satisfactorily met the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder's client, or an Official Receipt or a Sales Invoice (to be submitted during post qualification).

**Contract Agreement Form for the Procurement of Goods (Revised)**  
*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

---

**CONTRACT No. 2023-        CONSTRUCTION OF BUILDING PHASE 3: SUPPLY,  
DELIVERY AND INSTALLATION OF AIR CONDITIONING SYSTEM**

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 **SECRETARY**, \_\_\_\_\_, hereinafter called the “**DBM**”;

- and –

\_\_\_\_\_, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its **AUTHORIZED REPRESENTATIVE**, \_\_\_\_\_, hereinafter referred to as the “**SUPPLIER**”;

Collectively, the “**PARTIES**”;

**WITNESSETH:**

**WHEREAS**, the DBM conducted a public bidding for the Project, “Name of Project,” and the bid of the Supplier was declared as the Lowest/Single Calculated and Responsive Bid in the amount of \_\_\_\_\_ (P \_\_\_\_\_), hereinafter called the “Contract Price”;

**WHEREAS**, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act (RA) No. 9184, the Notice of Award was issued to the Supplier last \_\_\_\_\_, and the Supplier posted its performance security in the form of a \_\_\_\_\_ on \_\_\_\_\_, in the amount of \_\_\_\_\_ (P \_\_\_\_\_);

**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           |

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, which is the NAME OF THE PROJECT, 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, which is the NAME OF THE PROJECT, 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.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the corresponding appropriations for this Project.
6. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.
7. In compliance with Section 4.3 of Appendix 33 of the 2016 Revised IRR of RA No. 9184 and consistent with Administrative Order No. 34, s. 2020, the DBM shall publish in its official website and social media platform the following post-award information:
  - (a) Project name;
  - (b) Approved budget for the contract;
  - (c) Contract period;
  - (d) Name of the winning bidder and its official business address;
  - (e) Amount of contract awarded;
  - (f) Date of award and acceptance; and
  - (g) Implementing office/unit/division/bureau of the concerned agency or instrumentality.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF  
BUDGET AND  
MANAGEMENT**

by:

by:

\_\_\_\_\_  
*Secretary*

\_\_\_\_\_  
*Authorized and Designated Representative*

SIGNED IN THE PRESENCE OF

## ACKNOWLEDGMENT

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

**BEFORE ME**, a Notary Public for and in the City of \_\_\_\_\_, Philippines on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 personally appeared the following:

**NAME**

**VALID ID**

**VALID UNTIL**

**(Name of Bidder's  
Authorized  
Representative)**

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 NAME OF THE PROJECT was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Doc. No \_\_\_\_\_; Page No \_\_; Book No \_\_\_\_\_; Series of 2023.

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

**[Jurat]**  
*[Format shall be based on the latest Rules on Notarial Practice]*

## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

---

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION Project Identification No.: PB-EPA 2023-10-01**

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*.

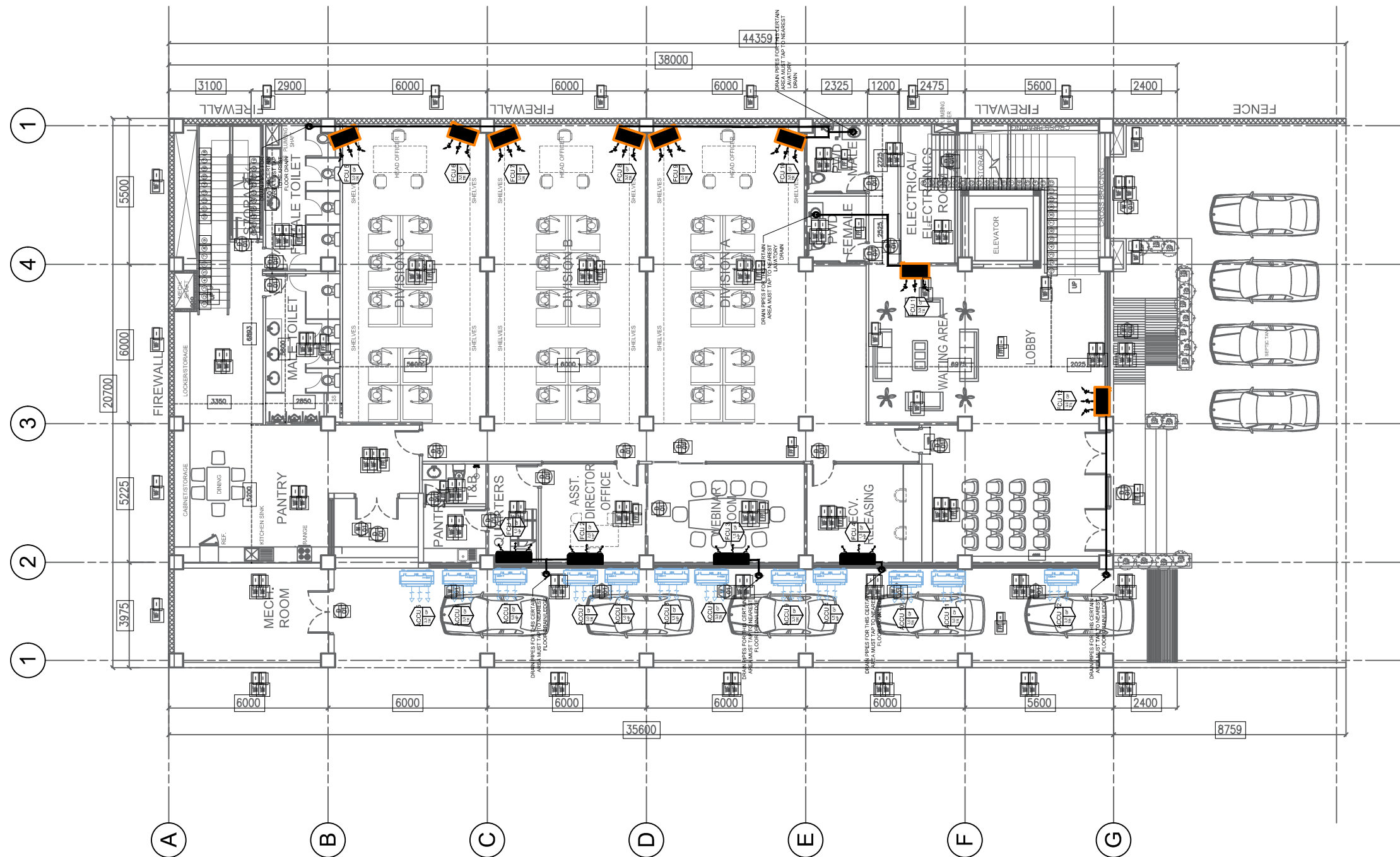
*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

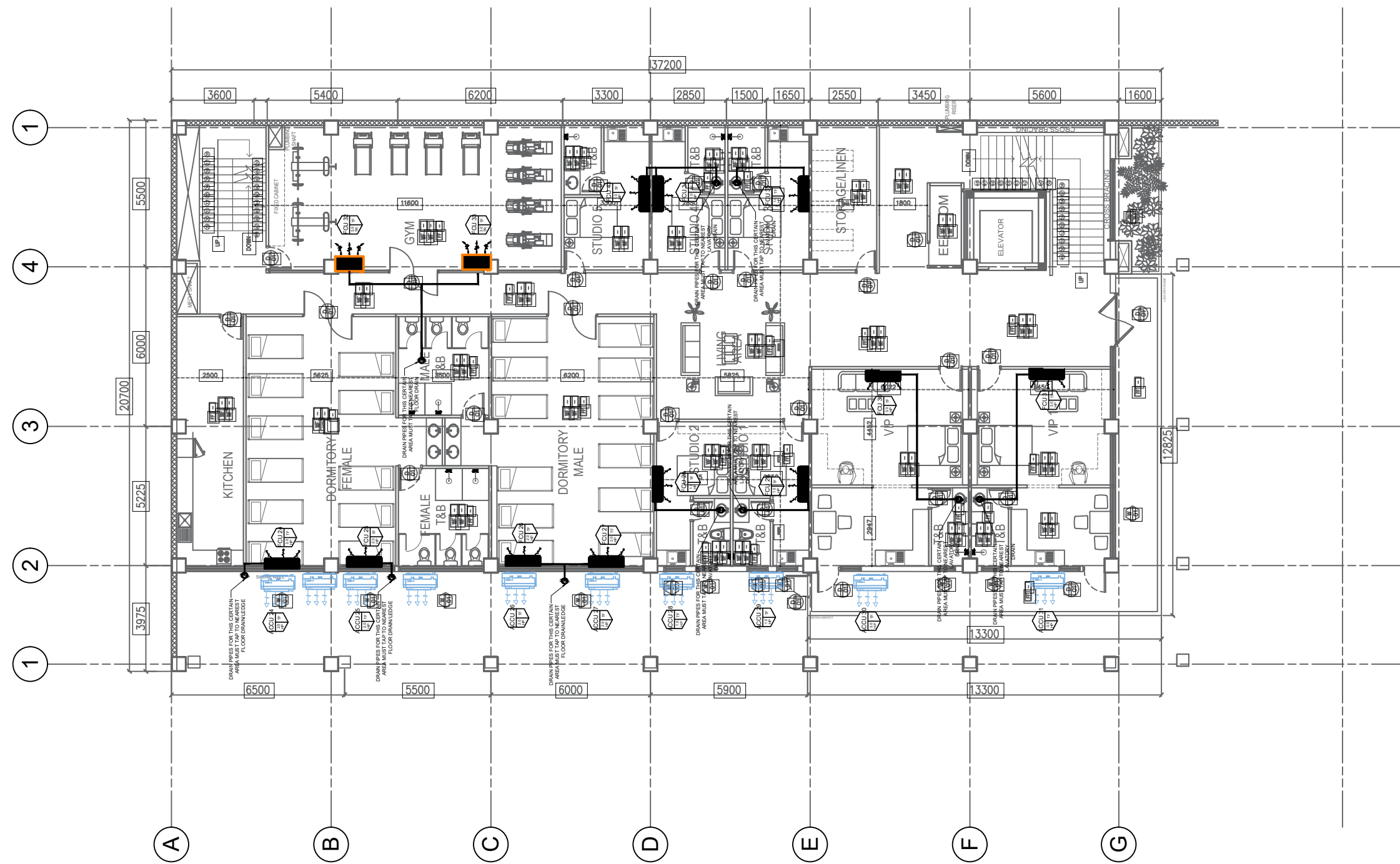
*[Format shall be based on the latest Rules on Notarial Practice]*





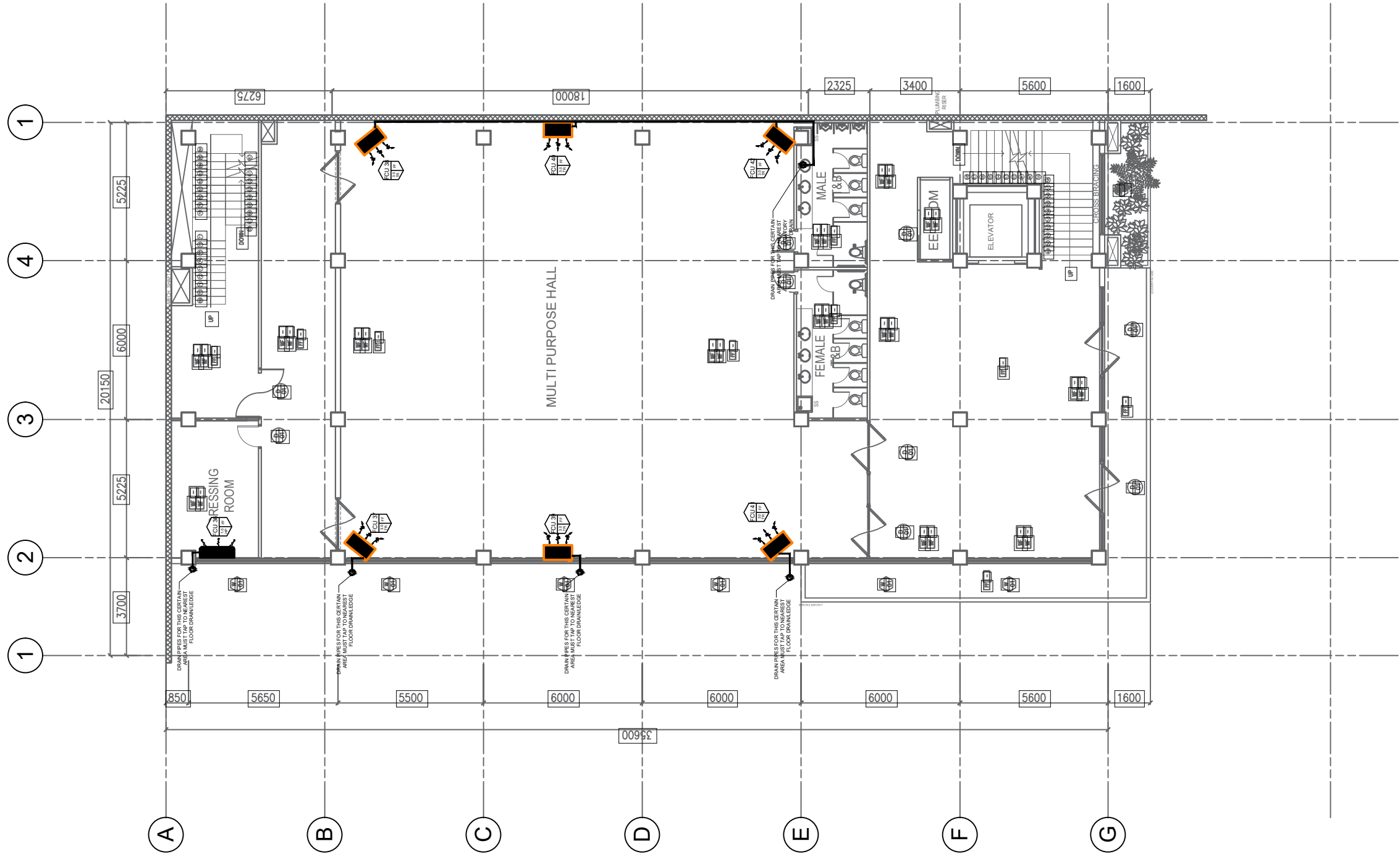
| DRAWING LEGEND |                            |
|----------------|----------------------------|
|                | REFRIGERANT SUPPLY         |
|                | REFRIGERANT RETURN         |
|                | CONDENSATE DRAIN           |
|                | FCU (WALL MOUNTED)         |
|                | FCU (FLOOR MOUNTED)        |
|                | FCU (CEILING MOUNTED)      |
|                | ACCU                       |
|                | WALL MOUNTED EXHAUST       |
|                | CEILING MOUNTED EXHAUST    |
| HP             | HORSE POWER                |
| KW             | KILOWATT                   |
| CMH            | CUBIC METER PER HOUR       |
| TR             | TONS OF REFRIGERATION      |
| FCU            | FAN COIL UNIT              |
| ACCU           | AIR-COOLED CONDENSING UNIT |
| EF             | EXHAUST AIR FAN            |
| WME            | WALL MOUNTED EXHAUST       |





**DRAWING LEGEND**

- REFRIGERANT SUPPLY
- REFRIGERANT RETURN
- CONDENSATE DRAIN
- FCU (WALL MOUNTED)
- FCU (FLOOR MOUNTED)
- FCU (CEILING MOUNTED)
- ACCU
- WALL MOUNTED EXHAUST
- CEILING MOUNTED EXHAUST
- HP HORSE POWER
- kW KILOWATT
- CMH CUBIC METER PER HOUR
- TR TONS OF REFRIGERATION
- FCU FAN COIL UNIT
- ACCU AIR-COOLED CONDENSING UNIT
- EF EXHAUST AIR FAN
- WME WALL MOUNTED EXHAUST



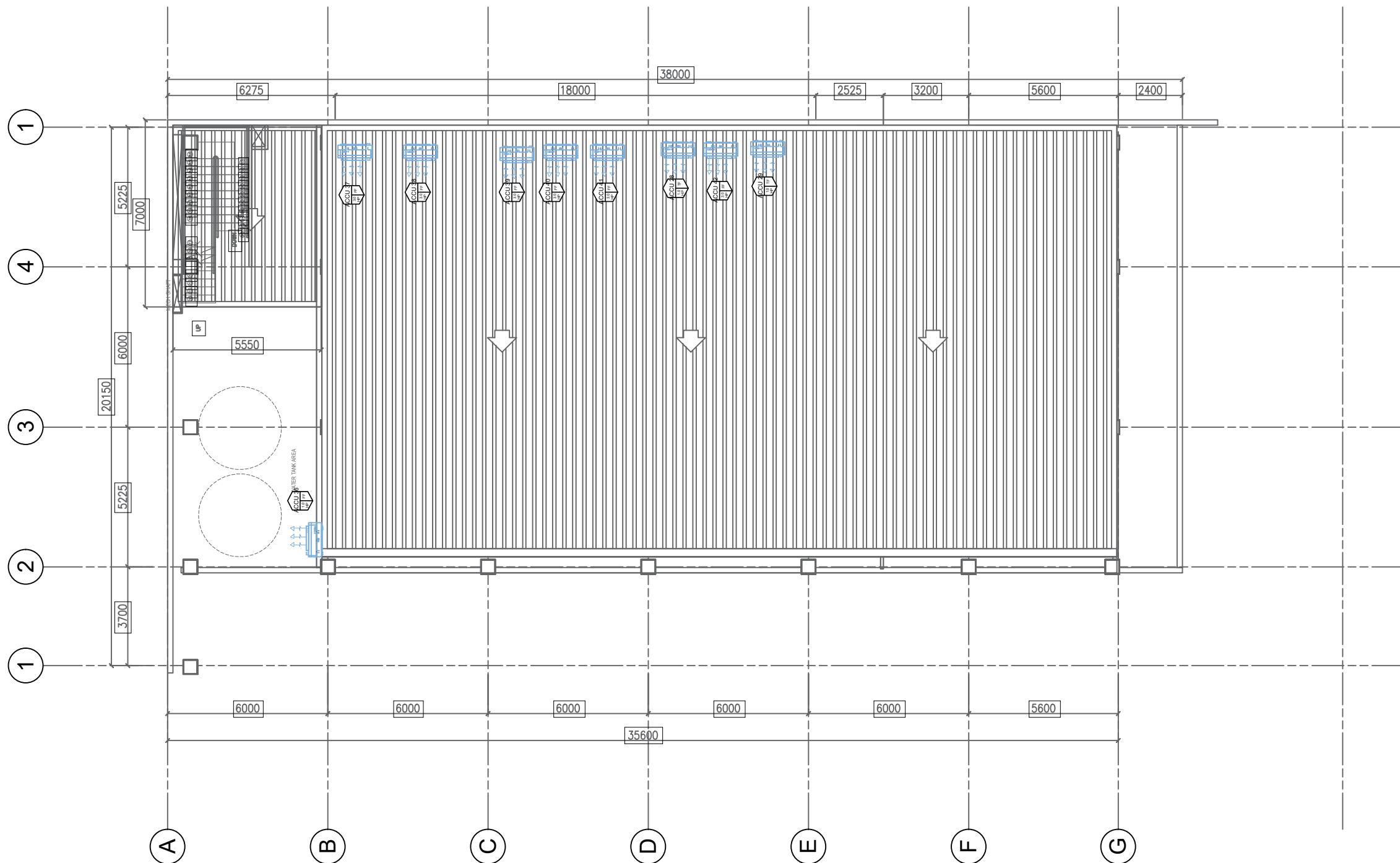
**DRAWING LEGEND**

- REFRIGERANT SUPPLY
- REFRIGERANT RETURN
- CONDENSATE DRAIN
- FCU (WALL MOUNTED)
- FCU (FLOOR MOUNTED)
- FCU (CEILING MOUNTED)
- ACCU
- WALL MOUNTED EXHAUST
- CEILING MOUNTED EXHAUST

- HP HORSE POWER
- KW KILOWATT
- CMH CUBIC METER PER HOUR
- TR TONS OF REFRIGERATION
- FCU FAN COIL UNIT
- ACCU AIR-COOLED CONDENSING UNIT
- EF EXHAUST AIR FAN
- WME WALL MOUNTED EXHAUST

**NOTE:**

FOURTH FLOOR ACU LAYOUT  
SCALE: 1:100 MTS



#### DRAWING LEGEND

- REFRIGERANT SUPPLY
- REFRIGERANT RETURN
- CONDENSATE DRAIN
- FCU (WALL MOUNTED)
- FCU (FLOOR MOUNTED)
- FCU (CEILING MOUNTED)
- ACCU
- WALL MOUNTED EXHAUST
- CEILING MOUNTED EXHAUST
- HP HORSE POWER
- kW KILOWATT
- CMH CUBIC METER PER HOUR
- TR TONS OF REFRIGERATION
- FCU FAN COIL UNIT
- ACCU AIR-COOLED CONDENSING UNIT
- EF EXHAUST AIR FAN
- WME WALL MOUNTED EXHAUST

NOTE:

## ROOF DECK ACU LAYOUT

SCALE:

1:100 MTS

DRAFTED