



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

**BIDS AND AWARDS COMMITTEE**

**Resolution No. 2020-69**

**WHEREAS**, the Department of Budget and Management-Bids and Awards Committee (DBM-BAC) conducted Public Bidding for the Project, "Cleaning Services for the Air-conditioning Units located at the DBM Central Office and Arcache Building," with an Approved Budget for the Contract of **P4,000,000.00**, through the authorized appropriations under the FY 2021 General Appropriations Act (GAA), as reflected in the Indicative Annual Procurement Plan, CY 2021;

**WHEREAS**, 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 2021 National Expenditure Program shall be used as basis;

**WHEREAS**, on November 10, 2020, the Invitation to Bid was posted on the Philippine Government Electronic Procurement System website, the DBM website, and all DBM bulletin boards;

**WHEREAS**, two (2) prospective bidders, namely: (i) Rose Aire Enterprise Inc. (Rose Aire); and (ii) EM Refrigeration and Air Conditioning Services (EMRACS), responded to the said Invitation and attended the Pre-bid Conference via videoconferencing on November 17, 2020;

**WHEREAS**, Supplemental/Bid Bulletin No. 1 was issued on November 24, 2020 to clarify, modify or amend items in the Bidding Documents;

**WHEREAS**, during the submission and opening of bids on December 1, 2020, two bidders submitted bids, namely: (i) EMRACS; and (ii) Rose Aire;

**WHEREAS**, on December 1, 2020, after preliminary examination of the bids, the DBM-BAC, using non-discretionary "pass/fail" criteria, determined the following:

- 1) The submission of EMRACS as "passed" for complying with all the eligibility and technical requirements as stated in the Bidding Documents; and
- 2) The submission of Rose Aire as "failed" for non-compliance with the prescribed requirement for the Single Largest Completed Contract (SLCC) similar to the Project, which should have been "completed within two (2) years prior to the deadline for the submission and receipt of bids" as explicitly stated in Clause 10.2 of Section II. Instructions to Bidders (ITB), as reiterated in Section III. Bid Data Sheet, referring to Clause 5.3.b of the ITB, of the Bidding Documents;

**WHEREAS**, after evaluation of the financial proposal of EMRACS, the BAC declared the submission of EMRACS as the Single Calculated Bid in the amount of P3,483,200.00;

**WHEREAS**, after careful examination, validation and verification, the DBM-BAC determined that the eligibility, technical and financial components of the bid of EMRACS have passed all the criteria for post-qualification;

**WHEREAS**, through letter dated December 1, 2020,<sup>1</sup> Rose Aire sought reconsideration of the DBM-BAC's declaration of its submission as "failed". It contended that, "[i]n general condition, a project is not considered done and completed until the end-user/client acknowledged and issued a Certificate of Completion and/or Acceptance. The date of Certification of Completion issued to RAE Inc. by BAC was dated December 3, 2018. It has been completed within two (2) years prior to the deadline for the submission and receipt of bids which is on December 1, 2020";

**WHEREAS**, the DBM-BAC, in its letter-reply dated December 7, 2020<sup>2</sup> to Rose Aire, explained, among others, that the SLCC requirement is pursuant to Section 23.1.a (v) of the 2016 Revised IRR of RA No. 9184 which prescribes the submission, as part of the Technical Documents, of the "Statement of the bidder's Single Largest Completed Contract similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of this IRR, within the relevant period as provided in the Bidding Documents in the case of Goods", thus, the DBM-BAC denied the request for reconsideration of Rose Aire, and affirmed its declaration finding the submitted bid of Rose Aire as "failed";

**WHEREAS**, in accordance with Section 55 of the 2016 Revised IRR of RA No. 9184, Rose Aire has seven (7) calendar days upon receipt of the said letter on December 8, 2020, or until December 15, 2020, to protest the DBM-BAC's decision by filing a verified position paper, accompanied by the payment of a non-refundable protest fee, before the Head of the Procuring Entity;

**WHEREAS**, Section 57 of the 2016 Revised IRR of RA No. 9184 provides that, "[i]n no case shall any protest taken from any decision treated in this Rule stay or delay the bidding process: Provided, however, That protests must first be resolved before any award is made";

**WHEREAS**, upon verification with the DBM Central Records Division on December 16, 2020, it was gathered that Rose Aire did not file a protest within the reglementary period;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the DBM-BAC **RESOLVED**, as it hereby **RESOLVED**, the following:

- 1) To declare the bid of EM Refrigeration and Air Conditioning Services for the Project, "Cleaning Services for the Air-conditioning Units located at the DBM Central Office and Arcache Building," in the amount of P3,483,200.00 as the Single Calculated and Responsive Bid, in accordance with Section 36 of the 2016 Revised IRR of RA No. 9184;
- 2) To notify all other bidders, in writing, of the DBM-BAC's recommendation within three (3) calendar days from the issuance of the Resolution recommending award of the contract, pursuant to Section 37.1.1 of the 2016 Revised IRR of RA No. 9184;

---

<sup>1</sup> Received by the DBM on December 3, 2020

<sup>2</sup> Sent via email to Rose Aire on December 8, 2020

- 3) To recommend to the Secretary of the Department of Budget and Management, as the Head of the Procuring Entity, that the contract for the Project be awarded to EM Refrigeration and Air Conditioning Services in the above-mentioned amount, in accordance with Section 36, in relation to Section 34.4, of the 2016 Revised IRR of RA No. 9184; and
- 4) To issue the Notice of Award to EM Refrigeration and Air Conditioning Services upon the enactment of the FY 2021 GAA, pursuant to Section 7.6 of the 2016 Revised IRR of RA No. 9184.

**ADOPTED**, this 18<sup>th</sup> day of December 2020 at the Department of Budget and Management, General Solano St., San Miguel, Manila.



Thea Marie  
Corinne F. Palarca

**THEA MARIE CORINNE F. PALARCA**  
*End-user Representative*

not present

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

not present

**DANTE B. DE CHAVEZ**  
*Member*



Digitally signed  
by Rowel D.  
Escalante

**ROWEL D. ESCALANTE**  
*Member*



Digitally signed by  
Rosemarie D. Pagala

**ROSEMARIE D. PAGALA**  
*Alternate Member*



Digitally signed by  
Andrea Celene M.  
Magtalas

**ANDREA CELENE M. MAGTALAS**  
*Vice Chairperson*



Digitally  
signed by  
Janet B. Abuel

**JANET B. ABUEL**  
*Chairperson*

☒ Approved

☐ Disapproved



**WENDEL E. AVISADO**  
*Secretary*

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



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

**NOTICE OF AWARD**

**MR. EDWARD S. MENDOZA**

EM Refrigeration and Air Conditioning Services  
6384 M.H. del Pilar St.  
La Huerta, Paranaque City

Dear **Mr. Mendoza:**

We are pleased to inform you that the contract for the Project, "Cleaning Services for the Air-conditioning Units located at the DBM Central Office and Arcache Building," is hereby awarded to EM Refrigeration and Air Conditioning Services in the amount of P3,483,200.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

**WENDEL E. AVISADO**  
Secretary



Received by:

EDWARD MENDOZA

01-09-2016



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

**NOTICE TO PROCEED**

**MR. EDWARD S. MENDOZA**

EM Refrigeration and Air Conditioning Services  
6384 M.H. del Pilar St.  
La Huerta, Paranaque City

Dear **Mr. Mendoza**:

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "Cleaning Services for the Air-conditioning Units located at the DBM Central Office and Arcache Building," shall commence upon receipt of this Notice to Proceed in accordance with Section 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

Thank you and God Bless.

Very truly yours,



**WENDEL E. AVISADO**  
Secretary

I acknowledge receipt and acceptance of this Notice on Jan 19, 2021  
Jan 19, 2021

Name of Authorized Representative: E. MENDOZA  
EDWARD MENDOZA

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



**CONTRACT No. 2021-01**  
**CLEANING SERVICES FOR THE AIR-CONDITIONING UNITS**  
**LOCATED AT THE DBM CENTRAL OFFICE AND ARCACHE BUILDING**

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, WENDEL E. AVISADO**, hereinafter called the "**DBM**";

- and -

**EM REFRIGERATION AND AIR CONDITIONING SERVICES**, a sole proprietorship duly organized and existing under the laws of the Republic of the Philippines, with office address at 6384 M.H. del Pilar St., La Huerta, Paranaque City, represented by **ITS AUTHORIZED REPRESENTATIVE, EDWARD S. MENDOZA**, hereinafter referred to as the "**SUPPLIER**";

Collectively, the "**PARTIES**";

**WITNESSETH:**

**WHEREAS**, the DBM conducted a public bidding for the Project, "Cleaning Services for the Air-conditioning Units located at the DBM Central Office and Arcache Building," and the bid of the Supplier was declared as the Single Calculated and Responsive Bid in the amount of Three Million Four Hundred Eighty-Three Thousand Two Hundred Pesos (P3,483,200.00), hereinafter called the "Contract Price";

**WHEREAS**, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, the Notice of Award was issued to the Supplier last January 4, 2021, and the Supplier posted its performance security in the form of a Performance Security bond on January 6, 2021, in the amount of N/A (P N/A);

**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 Cleaning Services for the Air-conditioning Units located at the DBM Central Office and Arcache Building, 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 Cleaning Services for the Air-conditioning Units located at the DBM Central Office and Arcache Building, 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 appropriation 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.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract on this \_\_\_\_ day of \_\_\_\_\_, 2021 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF BUDGET  
AND MANAGEMENT**

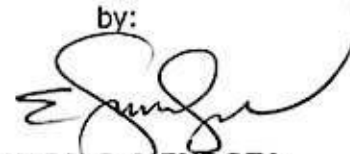
by:

  
**WENDEL E. AVISADO**  
Secretary




**EM REFRIGERATION AND AIR  
CONDITIONING SERVICES**

by:

  
**EDWARD S. MENDOZA**  
Authorized and Designated  
Representative

SIGNED IN THE PRESENCE OF

  
**THEA MARIE CORINNE F. PALARCA**  
Director IV  
Administrative Service

  
**JESSIE LOU E. MENDOZA**  
Account Manager



## ACKNOWLEDGMENT

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

MANILA

JAN 19 2021

**BEFORE ME**, a Notary Public for and in the City of \_\_\_\_\_, Philippines on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 personally appeared the following:

NAME	VALID ID	VALID UNTIL
<b>WENDEL E. AVISADO</b>	DBM ID No. 4601	

**EDWARD S. MENDOZA**

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 Cleaning Services for the Air-conditioning Units located at the DBM Central Office and Arcache Building was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of JAN 19 2021, 2021.

Doc. No. 296;  
Page No. 40;  
Book No. 11;  
Series of 2021.

**ATTY. GARY CAMITAN AURE**  
NOTARY PUBLIC, ROLL NO. 60777  
PTR No. 9028456 Issued on Dec. 4, 2020 until Dec. 31, 2021 Manila  
EDL License No. 57750 Issued on Feb. 2, 2016  
Commission No. 2020-014 Issued on Dec. 31, 2020 until Dec. 31, 2021 Manila  
MCLE No. 11-0004106 Issued on Feb. 20, 2013 at Pasig City Valid until April 14, 2022  
Office Address: G/F YMCA Building, 350 Antonio Villegas Street, Ermita, Manila



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

**BID FORM**

Date : November 30, 2020

Project Identification No. : **DBM-2021-06**

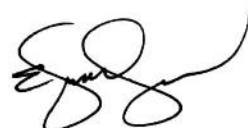
To: *Department of Budget and Management*  
*General Solano Street, San Miguel Manila*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers NO. 1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Cleaning Services for the Air-conditioning Units located at the DBM Central Office and Arcache Building** in conformity with the said PBDs for the sum of *three million four hundred eighty three thousand two hundred pesos (3,483,200.00)* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the details herein and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *income tax, local taxes, and other fiscal levies and duties*, which are itemized herein.

Air Conditioning Units	No. of Units	Unit Cost for the Monthly Cleaning Activities	No. of Months	Unit Cost for the Quarterly Cleaning Activities	No. of Quarters	Total
	a	b	c	d	e	$a*[(b*c)+(d*e)]$
1. Split Type (Wall Mounted)	60	500.00	8	1,000.00	4	480,000.00
2. VRF Fan Coil Units (Wall Mounted)	75	500.00	8	1,000.00	4	600,000.00
3. VRF Fan Coil Units (Ceiling Cassette)	227	500.00	8	1,000.00	4	1,816,000.00
4. Outdoor ACCU	105	300.00	8	600.00	4	504,000.00
5. Window Type	12	300.00	8	600.00	4	57,600.00
6. Floor Mounted Type	4	300.00	8	1,000.00	4	25,600.00
<b>Grand Total</b>						<b>3,483,200.00</b>

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.

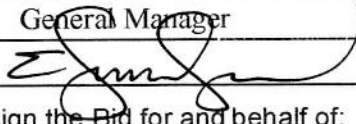
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

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 EM Refrigeration and Air Conditioning Services as evidenced by the attached *Omnibus Sworn Statement*.

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: Edward S. Mendoza  
Legal capacity: General Manager  
Signature:   
Duly authorized to sign the Bid for and behalf of: EM Refrigeration and Air Conditioning Services  
Date: November 30, 2020



## ***Section VI. Schedule of Requirements*** ***(Revised)***

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

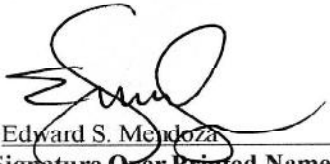
<b>Item</b>	<b>Description</b>	<b>Delivery Date</b>
1	Submission of proposed monthly and quarterly work plan for FY 2021, for consideration of the AS	Within three (3) working days from receipt of the Notice to Proceed (NTP)
2	Submission of final work plan for the approval of the AS	Within three (3) calendar days after the conduct of pre-implementation meeting, and feedback from the AS on the proposed work plan
3	Conduct of monthly and quarterly cleaning activities for all air conditioning units based on the approved work plan  Note: Cleaning activities are subject to imposed minimum health standards and to community quarantine restrictions.	Within five (5) calendar days after the approval of the final work plan  a. Mondays to Fridays (6:00 p.m. to 5:00 a.m. only) - subject to change upon notice from the AS b. Saturdays, Sundays, and Holidays (6:00 a.m. to 6:00 p.m.)
4	Provision of tools and common use supplies such as, but not limited to:  1. Screw driver 2. Long nose 3. Mechanical pliers 4. High pressure washer 5. Coil cleaner 6. Foaming cleaner 7. Mini Split Bib Kit 8. Ceiling Cassette Bib 9. Safety Goggles 10. Drum 11. Air compressor 12. Ladder 13. Power spray 14. Cleaning rags and chemicals 15. Other supplies, tools, and equipment necessary to execute the service  Note: all tools and supplies shall be maintained at the DBM Central Office premises for the duration of the contract.	Within five (5) calendar days after the approval of the work plan
5	Submission of resume/personal information sheet, including the copies of license/s and/or certifications (whichever is applicable) of the cleaning team	Within one to three (1-3) working days before the conduct of the cleaning activity

6	Submission of accomplishment report	Within the next working day after the conduct of every cleaning activity
---	-------------------------------------	--

\* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

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

EM REFRIGERATION AND  
AIR CONDITIONING SERVICES  
Name of Company/Bidder

  
Edward S. Mendoza  
Signature Over Printed Name  
of Representative

November 30, 2020  
Date





## Section VII. Technical Specifications (Revised)

Bidders must state here either "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each "Specification."

Item Number	Specifications	Bidder's Statement of Compliance										
1.	<p>Coverage</p> <p>Cleaning activities for the following air-conditioning units, including Air Cooled Condensing unit (ACCU), installed at DBM Buildings I, II, III, and the Arcache Building:</p> <table><tr><td>Building I</td><td>70 units</td></tr><tr><td>Building II</td><td>241 units</td></tr><tr><td>Building III</td><td>75 units</td></tr><tr><td>Arcache Building</td><td>97 units</td></tr><tr><td>TOTAL</td><td>483 units</td></tr></table> <p><i>(Please see attached Annex A for the detailed list)</i></p>	Building I	70 units	Building II	241 units	Building III	75 units	Arcache Building	97 units	TOTAL	483 units	COMPLY
Building I	70 units											
Building II	241 units											
Building III	75 units											
Arcache Building	97 units											
TOTAL	483 units											
2	<p>Monthly Cleaning Activities</p> <p>a. Removal of air filters for cleaning and recommendation of replacement when necessary</p> <p>b. Wiping of housing with stain remover</p> <p>c. Straightening of dented fins</p> <p>d. Inspection of the following:</p> <ul style="list-style-type: none"><li>• Coil and cabinet (as needed)</li><li>• Fan motor and fan blades for wear and damage</li><li>• Check-up of unit for abnormal noise and vibration</li><li>• Control box voltage and high voltage contractors, relays, switches and starter switch</li><li>• Check-up electrical controls and drain line</li></ul> <p>e. Cleaning of ACCU</p>	COMPLY										
3	<p>Quarterly Cleaning Activities</p> <p>a. General cleaning of all air conditioning units including all internal components</p> <p>b. Shutting off the unit</p> <p>c. Removal of air filters for cleaning</p> <p>d. Cleaning of the following parts:</p> <ul style="list-style-type: none"><li>• Cooling coils (using power spray)</li><li>• Fan blades</li><li>• Condenser coil (with pressure washer)</li><li>• Drain line (by flushing)</li><li>• Blower assembly</li><li>• All other internal components of the unit</li></ul> <p>e. Drying of internal components using compressed air</p> <p>f. General service and inspection of all the components of the air conditioning system</p> <p>g. Assembly and start-up</p> <p>h. Cleaning of working area and cleaning of site</p> <p>i. General cleaning of ACCU</p>	COMPLY										

4	<p>Scope of Services</p> <ol style="list-style-type: none"> <li>a. The Contractor shall conduct a pre-implementation meeting with the Administrative Service (AS) to finalize and discuss all matters necessary for the contract implementation.</li> <li>b. The Contractor shall submit a definite monthly and quarterly schedule for the whole duration of the contract, subject to the approval of the AS. In case of changes of the number of air conditioning units, the Contractor shall submit a revise monthly and quarterly schedule, accordingly.</li> <li>c. The Contractor shall submit a list of personnel who will be assigned in the DBM during the contract implementation, together with a copy of their resume/personal information sheet, license/s and or certifications.</li> <li>d. The Contractor's cleaning team, assigned to the DBM, must have the following: <ul style="list-style-type: none"> <li>• At least two (2) personnel with TESDA Refrigeration and Air conditioning Servicing (RAC) National Certificate II (NCII);</li> <li>• One (1) Safety Officer with Department of Labor and Employment (DOLE) Occupational Safety and Health Center (OSHC) training certificate; and</li> <li>• Licensed Mechanical Engineer</li> </ul> <p>The Safety Officer and Licensed Mechanical Engineer shall always be present during the conduct of any cleaning activity within the DBM.</p> </li> <li>e. The contractor shall ensure that, during contract implementation, the assigned cleaning team complies with the minimum health standards and safety protocols imposed by the DBM. In particular, all members of the cleaning team should wear proper personal protective equipment/clothing/supplies during the conduct of cleaning activity.</li> <li>f. The Contractor shall accomplish a work permit form prior to the conduct of cleaning services and must register at the lobby guard upon arrival at the DBM buildings.</li> <li>g. The Contractor shall submit an accomplishment report (soft and hard copy) for each visit/scheduled cleaning to the AS on the following working day after the conduct of the activity. The contractor must indicate in the report about any defects found in the air conditioning unit/s.</li> <li>h. All tools and tackles, manpower, transportation and other resources required for executing the job shall be in the scope of the Contractor, with no additional cost to the DBM. Cleaning tools and equipment will be stored at the storage room provided by the DBM for the duration of the contract.</li> </ol>	COMPLY
---	--	--------

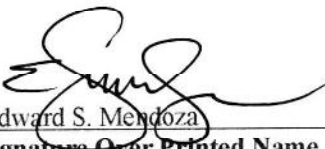


	<p>i. The rates quoted by the Contractor shall include all liabilities such as supervision, wages, overtime pay, leave, bonus, increment, insurance and all other statutory payments including provision of tools and tackles, under contractor's scope of supply, overheads, profits, etc.</p> <p>j. The Contractor shall be held liable for:</p> <ul style="list-style-type: none"> <li>• any work-related damages incurred by their staff to air conditioning unit/s or any DBM property</li> <li>• any work-related accident or illness inflicted by and to their own personnel during the activity</li> </ul>	
--	--	--

Note: Quantity of air conditioning units is indicative number and for bidding purposes only. The DBM-AS may decrease the number of units requiring cleaning services during contract implementation. In such case, there shall be a corresponding adjustment in the cost, as well as revision on the monthly and quarterly schedule, of cleaning services.

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

EM REFRIGERATION AND  
AIR CONDITIONING SERVICES  
**Name of Company/Bidder**

  
Edward S. Mendoza  
**Signature Over Printed Name  
of Representative**

November 30, 2020  
**Date**



## Detailed List of Air Conditioning Units

<b>Air Conditioning Units</b>	<b>Quantity</b>
<b>Building I</b>	<b>70 units</b>
Split Type Air Conditioning Units- Wall Mounted Type	8 units
Variable Refrigerant Flow (VRF) Air Conditioning Fan Coil Units	48 units
Outdoor ACCU	14 units
<b>Building II</b>	<b>241 units</b>
Split Type Air Conditioning Units- Wall Mounted Type	44 units
VRF Air Conditioning Fan Coil Units	117 units
Outdoor ACCU	64 units
Window Type	12 units
Floor Mounted Type	4 units
<b>Building III</b>	<b>75 units</b>
Split Type Air Conditioning Units - Wall mounted type	8 units
VRF Air Conditioning Fan Coil Units	53 units
Outdoor ACCU	14 units
<b>Arcache Building</b>	<b>97 units</b>
VRF Air Conditioning Fan Coil Units	84 units
Outdoor ACCU	13 units
<b>GRAND TOTAL</b>	<b>483 units</b>

Note: The quantity of the air conditioning units reflected above is for bidding purposes only. During contract implementation, the DBM-AS may adjust the actual number of units requiring cleaning services, as well as the cleaning schedule. In such case, a corresponding adjustment in the actual amount payable shall be applicable, as may be warranted.





## ***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 2016 Revised 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 Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Manila. 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 Director Thea Marie Corinne Palarca of the Administrative Service.</p> <p><b>Incidental Services</b></p> <p>The Supplier is required to provide all services specified in Section VI. Schedule of Requirements, including additional services, if any.</p> <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>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  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>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.</p> <p><b>Transportation</b></p> <p>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.</p> <p>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.</p>
	<p>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.</p> <p>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.</p>

	<p><b>Intellectual Property Rights</b></p> <p>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.</p>
2.2	<p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> <li>a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit;</li> <li>b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and</li> <li>c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, in lieu of the unnotarized PSD.</li> </ul>
3	<p>* In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:</p> <ul style="list-style-type: none"> <li>a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract;</li> <li>b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and</li> <li>c. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 Revised IRR of RA No. 9184 upon lifting of the State of the Calamity, or community quarantine or similar restriction, as the case may be.</li> </ul>



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

**NOTICE OF AWARD**

**MR. EDWARD S. MENDOZA**

EM Refrigeration and Air Conditioning Services  
6384 M.H. del Pilar St.  
La Huerta, Paranaque City

Dear **Mr. Mendoza:**

We are pleased to inform you that the contract for the Project, "Cleaning Services for the Air-conditioning Units located at the DBM Central Office and Arcache Building," is hereby awarded to EM Refrigeration and Air Conditioning Services in the amount of P3,483,200.00.

In this regard, you are hereby required to post a performance security, which shall remain valid until the issuance of the Certificate of Final Acceptance by the Department of Budget and Management (DBM), in the amount and form prescribed in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (the Government Procurement Reform Act).

Pursuant to Section 37.2.1 of the same IRR, you have ten (10) calendar days from receipt of this Notice to post the said performance security and enter into a contract with the DBM.

Thank you and God Bless.

Very truly yours,

**WENDEL E. AVISADO**  
Secretary



Received by:

EDWARD MENDOZA

01-09-2021

REPUBLIC OF THE PHILIPPINES)

CITY OF PARANAQUE CITY ) S.S.

x-----x

**PERFORMANCE SECURING DECLARATION**

*Invitation to Bid: Project Identification No.: DBM-2021-06*

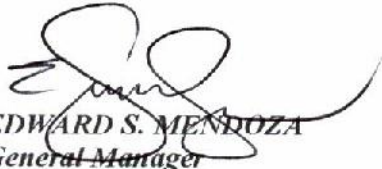
To: *Department of Budget and Management  
General Solano Street, San Miguel Manila*

I, the undersigned, declare that:

1. I understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I accept that I will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I have violated my obligations under the Contract.
3. I understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I have hereunto set my hand/s on JAN 11 2021 at

*PARANAQUE CITY*

  
**EDWARD S. MENDOZA**  
*General Manager*  
Affiant



**JAN 06 2021**  
SUBSCRIBED AND SWORN to before me this \_\_\_ day of \_\_\_\_\_ at  
**PASAYAT CITY**, Philippines.

Affiant exhibited to me his PRC Licensed Card with no. 0063993 issued on November 28,  
2018 at Manila.

Witness my hand and seal this **JAN 06 2021** day of \_\_\_\_\_.

  
**ATTY. MARCUS AURELIO NOTARY PUBLIC**  
**NOTARY PUBLIC** Commission \_\_\_\_\_  
**COMMISSIONER** Public **1820** until \_\_\_\_\_  
**Bar** of Attorneys No. \_\_\_\_\_  
**706-IDIAMANTIC** No. \_\_\_\_\_, [date issued], [place  
**ROLL NO. 38**]  
**IBP NO. 1347037121**, [date issued], [place issued]  
**BAR NO. 257000** No. \_\_\_\_\_, [date issued], [place issued]  
**MCLE COMPL. NO. VI-DD195 12/02/26/19 PASAYAT CITY**

Doc. No. 144  
Page No. 31  
Book No. 1  
Series of 2021

