



DEVELOPMENT BANK OF THE PHILIPPINES

Head Office: Sen. Gil J. Puyat Avenue corner  
Makati Avenue, Makati City, Philippines

# **BIDDING DOCUMENTS**

**for the**

## **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF TWENTY-FOUR (24) AIR CONDITIONING UNITS AT DBP BRANCH BBG – NORTHERN LUZON (BBG-NL) BRANCHES**

**BID REFERENCE NO. G-2024-01**

**October 2024**

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# ***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** – “Free 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**



## INVITATION TO BID

for

### SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF 24 AIRCONDITIONING UNITS AT DBP BBG-NORTHERN LUZON BRANCHES

**BID REFERENCE NO. G-2024-01**

1. The **Development Bank of the Philippines Branch Banking Group Northern Luzon**, through the **2024 Corporate Budget approved by the Board**, intends to apply the sum of **Two Million Four Hundred Fifteen Thousand Four Hundred Twenty Pesos (Php 2,415,420.00) inclusive of all applicable taxes** being the ABC to payments under the contract for the above-cited project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Development Bank of the Philippines Branch Banking Group Northern Luzon** now invites bids for the above Procurement Project. The project must be completed within **thirty (30) calendar days**, as stated in the Terms of Reference (TOR), after receipt of Purchase Order (PO) / Notice to Proceed (NTP).
3. Bidders must have completed a single contract of similar nature within the last two (2) years, equivalent to at least fifty percent (50%) of the ABC of this project. "Similar Contract" shall mean supply and delivery of Airconditioning Units. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
4. 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.
5. 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.
6. Prospective Bidders may obtain further information from **Development Bank of the Philippines Branch Banking Group Northern Luzon** and inspect the Bidding Documents at the address given below during **Mondays to Fridays from 9:00 AM to 3:30 PM**
7. A complete set of Bidding Documents may be acquired by interested Bidders on **October 29 – November 15, 2024** from the given address and website(s) below **and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (P5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **in person, by facsimile, or through electronic means**.

8. The **Development Bank of the Philippines Branch Banking Group Northern Luzon** will hold a Pre-Bid Conference on **November 6, 2024 9:00 AM at the address given below** which shall be open to prospective bidders. Bidders who wish to participate must coordinate with the BAC Secretariat through email at least one (1) day before the scheduled Pre-bid Conference and provide their contact information (e.g. name of representative, email address, cellphone number etc.)
9. Bids must be duly received by the BAC Secretariat **through manual submission at the office address indicated below** on or before **November 18, 2024 at 9:30 AM**. Late bids shall not be accepted.
10. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
11. Bid opening shall be on **November 18, 2024 at 10:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
12. Schedule of bidding activities is as follows:

Particulars	Date	Venue
Issuance of Bidding Documents	October 29 – November 15, 2024 9:00 AM to 3:30 PM	BAC Secretariat  DBP BBG-Northern Luzon Lower Session Road, Baguio City  DBP BBG-Northern Luzon Tuguegarao RGC Satellite Office, Tuguegarao City, Cagayan  Manual issuance or via email / Sharepoint /OneDrive
Pre-Bid Conference	November 6, 2024 (Wednesday) 9:00 AM	Virtual / via zoom at respective offices
Submission of Eligibility Documents, Technical and Financial Proposals	Not later than November 18, 2024 (Monday) 9:30 AM	DBP BBG-Northern Luzon Lower Session Road, Baguio City
Opening of Eligibility Documents, Technical and Financial Proposals	November 18, 2024 (Monday) 10:00 AM	DBP BBG-Northern Luzon Lower Session Road, Baguio City

13. The **Development Bank of the Philippines Branch Banking Group Northern Luzon** 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.



14. For further information, please refer to:

**DBP RBAC - Northern Luzon Secretariat (Satellite Office)**

Carig Sur, Regional Government Center

Tuguegarao City, Cagayan

Telephone Nos.: (078) 304-1156

Email: nlbg@dbp.ph

15. You may visit the following websites:

For downloading of Bidding Documents:

**DBP website:** <https://www.dbp.ph/invitations-to-bid/>

**PhilGEPS website:** <https://philgeps.gov.ph/>

signed

**ROSIELYN C. OLALIA**

Assistant Vice President

RBAC – NL Chairperson

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

## 1. Scope of Bid

The Procuring Entity, **Development Bank of the Philippines Branch Banking Group Northern Luzon** wishes to receive Bids for the **Supply, Delivery, Installation, Testing and Commissioning of Twenty-Four (24) Airconditioning Units at DBP Branch Banking Group Northern Luzon Branches** with identification number **G-2024-01**.

The Procurement Project (referred to herein as “Project”) is one(1) 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 2024 in the amount of **Two Million Four Hundred Fifteen Thousand Four Hundred Twenty Pesos (Php 2,415,420.00)**.

2.2. The source of funding is: GOCC and GFIs, the Corporate Operating Budget.

## 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: Subcontracting is not allowed.

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date, time and address indicated in paragraph 8 of 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 the last two(2) years 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 the **BDS**.

### 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: **Philippine Pesos**.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</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 One Hundred Twenty (120) days from Bid Opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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<sup>1</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.

## **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.

## **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 videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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 Entity's 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 14 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: One Lot
- 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**

- 20.2. 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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. "Similar Contract" shall mean supply, delivery, installation, testing and commissioning of Airconditioning Units.</li> <li>b. completed within two (2) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP with the place of destination in the Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Forty Eight Thousand Three Hundred Eight &amp; 40/100 Pesos (P48,308.40)</b> equivalent to two percent (2%) of the 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 <b>One Hundred Twenty Thousand Seven Hundred Seventy One Pesos (P120,771.00)</b> equivalent to five percent (5%) of ABC if bid security is in Surety Bond.</li> </ul>
19.3	No further instruction
20.2	No further instruction
21.2	No further instruction

## ***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 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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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															
	<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 this Contract are delivered with the place of destination in the Philippines. 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 Representatives at the Project Sites are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Delivery Site</th><th style="text-align: center;">Name of Representative</th></tr> </thead> <tbody> <tr> <td>Abulug</td><td>Ms. Irish C. Tocyapao</td></tr> <tr> <td>Aparri</td><td>Ms. Lonea C. Cosmiano</td></tr> <tr> <td>Cabarroguis</td><td>Ms. Fredilyn D. Ferrer</td></tr> <tr> <td>Dagupan</td><td>Ms. Karen Lucena</td></tr> <tr> <td>Ilagan</td><td>Ms. Rose Maribeth S. Mangaoang</td></tr> <tr> <td>Solano</td><td>Atty. Xyrus C. Labayog</td></tr> </tbody> </table> <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> </ol>	Delivery Site	Name of Representative	Abulug	Ms. Irish C. Tocyapao	Aparri	Ms. Lonea C. Cosmiano	Cabarroguis	Ms. Fredilyn D. Ferrer	Dagupan	Ms. Karen Lucena	Ilagan	Ms. Rose Maribeth S. Mangaoang	Solano	Atty. Xyrus C. Labayog
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	<p>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.</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>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 <b>Section VI (Schedule of Requirements)</b> 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 three(3) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month 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'</p>



	<p>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>Payment shall be processed only upon issuance of Certificate of Acceptance by DBP, which Certificate of Acceptance will be based on completion of all deliverables, installation, testing, commissioning of the various equipment and documents.</p>
4	<p>The air-conditioning units shall be subject to inspections and tests upon delivery and installation.</p>

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

**DELIVERY PERIOD:** The Contractor shall complete the delivery, installation, testing and commissioning within **thirty (30) calendar days** after receipt of Purchase Order (PO) / Notice to Proceed (NTP).

**POINT OF DELIVERY AND INSTALLATION:** The Airconditioning Units shall be delivered to the following DBP Branches / BLUs under BBG-NL:

Branch	No. of Units	Delivery Address
Abulug	1	National Highway, Libertad, Abulug, Cagayan
Aparri	4	DBP Bldg., Maharlika Highway, Macanaya District, Aparri, Cagayan
Cabarroguis	3	G/F, Provincial Capitol Commercial Bldg, Capitol Hills, San Marcos, Cabarroguis, Quirino
Dagupan	6	M. H. del Pilar St., Dagupan City, Pangasinan
Ilagan	6	G/F, DBP Bldg., Maharlika Highway cor. Arranz Street, Osmeña, City, Ilagan, Isabela
Solano	4	DBP Building, Burgos Street, Quezon, Solano, Nueva Vizcaya
<b>Total</b>	<b>24</b>	

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

**Please refer to ANNEX 4 of this bidding document for Terms of Reference**

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

# Checklist of Technical and Financial Documents

**Note:** Please fill-out this form to be attached to the outer envelope and submit to the BAC Secretariat

FOR STAMP (OFFICIAL TIME) BY THE DBP  
BAC SECRETARIAT

Received: \_\_\_\_\_  
Time : \_\_\_\_\_

To: **The Bids and Awards Committee – BBG Northern Luzon**  
**Development Bank of the Philippines**  
**Lower Session Road, Baguio City, Benguet**

Name of Project : **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF TWENTY-FOUR (24) AIR-CONDITIONING UNITS AT DBP BRANCH BANKING GROUP NORTHERN LUZON (BBG-NL) BRANCHES**

Project Identification No. : **G-2024-01**

Name of Bidder : \_\_\_\_\_  
Address : \_\_\_\_\_  
Submitted by: \_\_\_\_\_  
Contact No.: / Email: \_\_\_\_\_

**DO NOT OPEN BEFORE November 18, 2024 10:00 AM**

LABEL	FIRST ENVELOPE – TECHNICAL COMPONENT (Duly sealed and Marked)
	<p><b>Proof of appointment / authority</b> of bidder's representative that the signatory is the authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and / or to represent the Bidder in the bidding <b><u>and valid identification card</u></b> of the said representative:</p> <ol style="list-style-type: none"> <li>1. If bidder is a sole proprietorship: Special Power of Attorney <b><u>OR</u></b></li> <li>2. If bidder is a corporation, partnership, cooperative or joint venture: Duly Notarized Secretary's Certificate</li> </ol> <p><b><u>AND</u></b></p> <p>Valid Identification Card of the Bidder / Owner (unexpired and with signature)</p> <p>IN CASE, THERE ARE MORE THAN ONE APPOINTED/DESIGNATED REPRESENTATIVE, USE OF <b><u>“AND” shall mean both/all representatives must sign the bid forms (i.e. Statements, TOR, financial bid) to be submitted for the bid opening.</u></b></p> <p><b><u>Use of “OR” or “ANY OF THE FOLLOWING” is recommended.</u></b></p>

<b>LEGAL DOCUMENTS</b>	
TAB 1	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; <b>and</b>
TAB 2	Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; <b>and</b>
TAB 3	Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; <b>and</b>
TAB 4	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)
<b>TECHNICAL DOCUMENTS</b>	
TAB 5	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 ( <b>Annex 1</b> ); <b>and</b>  <i>Note: For bidders who have no ongoing government and/or private contracts, kindly indicate in their statement "NONE" to comply with the requirement. Bidders will be rated "failed" if no document is submitted or if the document submitted is incomplete or patently insufficient</i>
TAB 6	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, equivalent to at least fifty percent (50%) of the ABC 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 ( <b>Annex 2</b> ); <b>and</b>  <i>Similar contract shall mean "<u>Supply, Delivery, Installation, Testing and Commissioning of Airconditioning Units</u>"</i>  <i>Listed completed contract must be supported by the following:</i> 1. <u>Notice of Award (NOA)</u> , <b>OR</b> <u>Notice to Proceed (NTP)</u> , <b>OR</b> <u>Contract AND</u> 1. <i>Proof of satisfactory completion and acceptance for the Single Largest Completed Contract (should reflect full amount of total contract price of completed project); <b>any one or all</b> of the following documents is acceptable:</i> a. <i>Copy of Certificate of Completion <b>OR</b> Certificate of Acceptance <b>OR</b> Certificate of Satisfactory Performance issued by the bidder's client</i> b. <i>Copy of Official Receipt/s or Sales Invoice/s issued by the bidder to the client (ORs/Sis must sum up to the full amount of the total contract price of completed project).</i> c. <i>Statement of Account showing payment</i>
TAB 7	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <b>or</b> Original copy of Notarized Bid Securing Declaration( <b>Annex 3</b> ); <b>and</b>

TAB 8	Conformity with the Terms of Reference, duly signed by the bidder or the bidder's authorized representative. ( <i>Annex 4</i> )  <i>Bidders must sign / indicate their conformance in each and every page of the Terms of Reference.</i>
TAB 9	Original duly signed Omnibus Sworn Statement (OSS) ( <i>Annex 5</i> ); <b>and</b> if applicable, Original notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or 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.
TAB 10	Technical data sheet / brochure of the brand / model being offered
TAB 11	Certificate / Proof of brand authorization as dealer or distributor
<b>FINANCIAL DOCUMENTS</b>	
TAB 12	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC). ( <i>Annex 6</i> ) OR A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
TAB 13	If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; <b>or</b> 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.
<b>LABEL</b>	<b>SECOND ENVELOPE – FINANCIAL COMPONENT (Duly sealed and Marked)</b>
TAB 1	Duly signed and accomplished Financial Bid Form ( <i>Annex 7</i> ).; <b>and</b>
TAB 2	Duly signed and accomplished Price Schedule ( <i>Annex 8</i> )

### **IMPORTANT REMINDERS:**

- A) Pursuant to Section 19.4 of the Instruction to Bidders, each and every page of the Bid Forms, under Section VI: Bidding Forms hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- B) Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.
- C) Bid documents shall be compiled in a folder/binder with the Annexes properly labeled with tabs/separators.
- D) Bidders shall submit their bids through their duly authorized representative enclosed in separate sealed envelopes, which shall be submitted simultaneously:
  - The first three individually sealed envelopes shall contain the folder/binder of the Eligibility Requirements and Technical Component of the bid; prepared in three copies labeled as follows:

Envelope (1): ORIGINAL – Technical Component



Envelope (2): COPY1 – Technical Component

Envelope (3): COPY2 – Technical Component

- The next three individually sealed envelopes shall contain the folder/binder of the Financial Component of the bid; prepared in three copies labeled as follows:

Envelope (4): ORIGINAL – Financial Component

Envelope (5): COPY1 – Financial Component

Envelope (6): COPY2 – Financial Component

- Bidders shall enclose, seal and mark the following:

Envelope (7): Envelope (1) and Envelope (4) enclosed in one sealed envelope marked “ORIGINAL–BID”

Envelope (8): Envelope (2) and Envelope (5) enclosed in one sealed envelope marked “COPY1–BID”

Envelope (9): Envelope (3) and Envelope (6) enclosed in one sealed envelope marked “COPY2–BID”

- Envelopes (7) to (9) shall then be enclosed in a single sealed, signed final/outer envelope/package/box
- All envelopes (Envelopes (1) to (9) and the final/outer envelope/package/box) shall indicate the following:
  - **addressed to the Procuring Entity’s BAC**
  - **name and address of the Bidder in capital letters**
  - **name of the contract/project to be bid in capital letters**
  - **bear the specific identification/reference code of this bidding process**
  - **bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids**
- Bids submitted after the deadline shall only be marked for recording purposes, shall not be included in the opening of bids, and shall be returned to the bidder unopened.

# **ANNEX 1**

(use Bidder's Official Letterhead)

## **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF 24 AIRCONDITIONING UNITS AT DBP BBG-NORTHERN LUZON BRANCHES**

**REFERENCE NO. G-2024-01**

### **STATEMENT OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED (if any)**

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

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

Name of Contract/ Project Cost	a) Owner's Name b) Address c) Telephone Nos.	Nature of Work	Bidder's Role		a) Date Awarded  b) Date Started c) Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
1.)								
2.)								
3.)								
4.)								
5.)								
1.)								
2.)								
3.)								
4.)								
5.)								

**Submitted by** : \_\_\_\_\_

*(Printed Name & Signature)*

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

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

## **ANNEX 2**

(use Bidder's Official Letterhead)

**STATEMENT OF SINGLE LARGEST COMPLETED PROJECT OF SIMILAR IN NATURE, WITHIN THE LAST TWO (2) YEARS, EQUIVALENT TO AT LEAST FIFTY (50%) OF THE ABC OF THIS PROJECT.**

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

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

Name of Contract	a) Owner's Name b) Address c) Telephone Nos.	Nature of Work	Bidder's Role		a) Amount at Award b) Amount at Completion c) Duration	a) Date Awarded b) Contract Effectivity c) Date Completed
			Description	%		

**IMPORTANT:** Please identify/highlight the single largest similar completed contract (equivalent to at least 50% of the ABC) and attach the following supporting documents related to the identified single largest similar contract:

1. Notice of Award (NOA), OR Notice to Proceed (NTP), OR Contract  
**AND**
2. Proof of satisfactory completion and acceptance for the Single Largest Completed Contract (should reflect full amount of total contract price of completed project); **any one or all** of the following documents is acceptable:
  - a. Copy of Certificate of Completion **OR** Certificate of Acceptance **OR** Certificate of Satisfactory Performance issued by the bidder's client
  - b. Copy of Official Receipt/s or Sales Invoice/s issued by the bidder to the client (ORs/Sis must sum up to the full amount of the total contract price of completed project).
  - c. Statement of Account showing payment

Submitted by : \_\_\_\_\_

(Printed Name & Signature)

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

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

## **ANNEX 3**

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

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

#### **BID SECURING DECLARATION** **Project Identification No.: G-2024-01**

To: **BIDS AND AWARDS COMMITTEE**  
**Development Bank of the Philippines**  
Lower Session Road  
Baguio City, Benguet

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]*

## **ANNEX 4**

### **DEVELOPMENT BANK OF THE PHILIPPINES**

#### **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF 24 AIRCONDITIONING UNITS AT DBP BBG-NORTHERN LUZON BRANCHES**

##### **I. Approved Budget for the Contract:**

**TWO MILLION FOUR HUNDRED FIFTEEN THOUSAND FOUR HUNDRED TWENTY  
PESOS (Php 2,415,420.00) INCLUSIVE OF ALL APPLICABLE TAXES**

<b>Description</b>	<b>Total Quantity</b>	<b>Total Price (P)</b>
<b>SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF 24 AIRCONDITIONING UNITS AT DBP BBG-NORTHERN LUZON BRANCHES</b>	<b>1 LOT</b>	<b>P2,415,420.00</b>

##### **II. Scope of work/Technical Specification:**

###### **1. Air-conditioning System**

- 1.1 Supply, delivery, installation, testing, commissioning of packaged HVAC system
  - 1.1.1 2 units, 5-Tonner Inverter, Floor mounted, for Aparri Branch
  - 1.1.2 1 unit, 3-Tonner, Inverter, Floor mounted for Cabarroguis Branch
  - 1.1.3 1 unit, 3-Tonner, Inverter, Wall mounted for Cabarroguis Branch
  - 1.1.4 1 unit, 3-Tonner, Inverter, Ceiling/Cassette type for Cabarroguis Branch
  - 1.1.5 6 units, 2HP, Inverter, window-type for Dagupan Branch
  - 1.1.6 6 units, 3-Tonner, Inverter, Ceiling Cassette type for Ilagan Branch
  - 1.1.7 4 units, 3-Tonner Inverter, Floor-mounted for Solano Branch
  - 1.1.8 1 unit, 2HP Inverter, split-type for Abulug Branch
  - 1.1.9 2 units 1.5HP Inverter, split-type for Aparri Branch

###### **NOTES:**

- a. Contractor must refer to Annex A for specifications.
- b. Contractor shall ensure it does not contain "controlled refrigerants"
- c. Contractor to install all necessary accessories; refrigerant pipes, insulation, drain pipe, hanger and support, AC refrigerants
- d. Contractor must submit sample/s, technical specification for DBP's approval before installation
- e. At least or equivalent to 4.0 Energy Star
- f. Contractor must specify the warranty for Service fee and covered replacement for parts, motors, and its accessories.
- g. Packaging must use recyclable materials

CONFORME:

\_\_\_\_\_  
Signature Over Printed Name of Bidder / Authorized Representative

- 1.2. Installation of Refrigerant, Insulation, & Drain Pipes
  - 1.1.1 9.52mmØ copper refrigerant pipe (3m/pc)
  - 1.1.2 15.87mmØ copper refrigerant pipe (3m/pc)
  - 1.1.3 Rubber insulation (1/2" thk)
  - 1.1.4 Rubber insulation (3/4" thk)
  - 1.1.5 20mmØ PVC drain pipe (3m/pc)
- 1.3 Installation of other accessories
  - 1.1.6 Hangers and support
    - a. Contractor shall provide and install 6mmØ bar with expansion shield and bolt hanger rod on under-slab.
  - 1.1.7 Consumables (Torch, tape, tagging, PVC cement, and accessories)

### III. Conditions of the Contract:

1. The Contractor must conduct inspection and verification on the actual area of construction/ installation. Likewise, the contractor *must verify/conduct the load testing to ensure the branch electrical load capacity is sufficient to accommodate additional Air-conditioning Unit (ACU) and shall install new separate Circuit Breaker with enclosure to be tapped/connect to existing electrical supply (spare circuit breakers of electrical panel).*"
2. Contractor may inspect the actual area of installation on October 29 – November 15, 2024 during banking hours from 8:30 AM to 3:30 PM.
3. All necessary pipes, cables, supports and accessories shall be provided by the contractor to complete all requirements to operate the air-conditioning units.
4. Contractor to make sure no damages will/may occur during the removal/dismantling & installation of airconditioning units and wires, any damages take place may be charge accordingly.
5. Contractor to provide temporary protection on the work areas affected by the activities.
6. The Contractor must submit sample/s of materials/technical specification/shop drawing for approval by DBP before fabrication/installation. DBP has the right to reject delivery if item/s delivered were found to be defective and not according to the required specifications/model.
7. The DBP may terminate/cancel the Purchase Order (PO)/Notice to Proceed (NTP) when the Contractor fails to deliver, perform and comply with its obligation.
8. **Delivery Period:** The Contractor shall complete the delivery, installation, testing and commissioning within thirty (30) calendar days after receipt of Purchase Order (PO) / Notice to Proceed (NTP).  
Upon completion, the supplier shall conduct actual testing and commissioning of the airconditioning units before DBP's acceptance of the project or issuance of Certificate of Acceptance (COA)

### 9. Point of Delivery:

Branch	No. of Units	Delivery Address
Abulug	1	National Highway, Libertad, Abulug, Cagayan

2 of 4

CONFORME:

\_\_\_\_\_  
Signature Over Printed Name of Bidder / Authorized Representative

Aparri	4	DBP Bldg., Maharlika Highway, Macanaya District, Aparri, Cagayan
Cabarroguis	3	G/F, Provincial Capitol Commercial Bldg, Capitol Hills, San Marcos, Cabarroguis, Quirino
Dagupan	6	M. H. del Pilar St., Dagupan City, Pangasinan
Ilagan	6	G/F, DBP Bldg., Maharlika Highway cor. Arranz Street, Osmeña, City, Ilagan, Isabela
Solano	4	DBP Building, Burgos Street, Quezon, Solano, Nueva Vizcaya

10. **Warranty:** The winning bidder shall warrant that the goods subject of the purchase order is free from latent defects which are not apparent during the inspection and testing periods. In case of any defects within the next one (1) year from delivery period and acceptance winning bidder is required to replace the defective goods with another new material/s with the same brand and model.
11. **Retention:** The obligation for the one (1) year warranty (reckoned from the date of completion) shall be covered by either retention money or special bank-guarantee equivalent to five percent (5%) of the total contract amount.
12. **Performance Security:** To guarantee the faithful performance of obligations, the winning bidder is required to post within ten (10) calendar days from receipt of Notice of Award, a performance security in any of the following forms and percentages:

Forms of Performance Security	Minimum % of Contract Price
Cash, cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%)
Bank draft/guarantee or Irrevocable letter of credit issued by a Universal or Commercial Bank; provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%)

#### IV. Payment terms:

- One-time, full payment shall be issued upon completion of all works.
- The winning bidder must open an account with DBP after the receipt of Purchase Order/Notice to Proceed.
- When the Contractor fails to satisfactorily complete all works under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier shall be liable for damages for the delay and shall pay DBP liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of unperformed portions of works for each lapsed calendar day of delay until such goods are finally delivered and accepted by DBP as stated in the Revised IRR Annex E of R.A. 9184.

CONFORME:

\_\_\_\_\_  
Signature Over Printed Name of Bidder / Authorized Representative



#### **V. SIGNING OF THE CONTRACT**

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 Bid Data Sheet (BDS). A copy of the draft Contract is hereto attached as Annex B.

#### **VI. OGCC REVIEW**

The Parties acknowledge that the Agreement is still subject to the review/clearance of the Office of the Government Corporate Counsel (OGCC). Accordingly, the Parties agree to supplement/amend/restate the Agreement and incorporate the additional comments/revisions which the OGCC may impose in its review/clearance Memorandum, with effect from the date of signing hereof.

#### **VII. Documentary requirements:**

1. Quotation/ Proposal with brochure or data sheet
2. Current/Valid Business/Mayor's Permit
3. Proof of PhilGEPS Registration/ PhilGEPS registration number
4. Certificate / Proof of brand authorization as dealer or distributor
5. Omnibus Sworn Statement

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CONFORME:

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Signature Over Printed Name of Bidder / Authorized Representative



**Omnibus Sworn Statement (Revised)**  
*[shall be submitted with the Bid]*

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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]*

**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

- A. Summary of the Applicant Firm's/Contractor's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

	Year 20__
1. Total Assets	
2. Current Assets	
3. Total Liabilities	
4. Current Liabilities	
5. Total Net Worth (Item1 minus Item3)	
6. Current Net Worth/Net Working Capital (Item2 minus Item4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

Note : The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

NFCC =

₱

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

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Name of Firm / Contractor

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Name and Signature of Authorized Representative

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

Note: If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirement.

**BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : **G-2024-01**

**To: Development Bank of the Philippines  
Branch Banking Group – Northern Luzon  
Lower Session Road, Baguio 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,

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.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of  
of agent Currency Commission or gratuity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if none, state “None”)

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: \_\_\_\_\_

## **ANNEX 8**

### **Price Schedule for Goods Offered from Within the Philippines**

*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

#### **For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. **G-2024-01** Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8 )	Total Price delivered Final Destination (col 9) x (col 4)

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

Legal Capacity: \_\_\_\_\_

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

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

**Price Schedule for Goods Offered from Abroad**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

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***For Goods Offered from Abroad***

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place  (specify border point or place of destination)	Total CIF or CIP price per item  (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

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

Legal Capacity: \_\_\_\_\_

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

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

