

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

DEVELOPMENT BANK OF THE
PHILIPPINES

Branch Banking Group – Central & Eastern
Visayas (BBG-CEV)

***SUPPLY, DELIVERY, INSTALLATION,
TESTING & COMMISSIONING OF VARIOUS
AIRCONDITIONING UNITS INCLUDING ITS
MECHANICAL PIPING AND ELECTRICAL
WORKS FOR: BBG CEV—OH,
BORONGAN, CATBALOGAN, CEBU,
DOLORES, MANDAUE, ORMOC,
TACLOBAN, TAGBILARAN, TALISAY AND
UBAY BRANCHES***

Sixth Edition July 2025

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations

Section I. Invitation to Bid	7
Section II. Instructions to Bidders	12
1. Scope of Bid	13
2. Funding Information	13
3. Bidding Requirements	13
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	14
5. Eligible Bidders	14
6. Origin of Goods	14
7. Subcontracts	14
8. Pre-Bid Conference	15
9. Clarification and Amendment of Bidding Documents	15
10. Documents comprising the Bid: Eligibility and Technical Components	15
11. Documents comprising the Bid: Financial Component	15
12. Bid Prices	16
13. Bid and Payment Currencies	17
14. Bid Security	17
15. Sealing and Marking of Bids	17
16. Deadline for Submission of Bids	18
17. Opening and Preliminary Examination of Bids	18
18. Domestic Preference	18
19. Detailed Evaluation and Comparison of Bids	18
20. Post-Qualification	19
21. Signing of the Contract	19
Section III. Bid Data Sheet	20
Section IV. General Conditions of Contract	25
1. Scope of Contract	26
2. Advance Payment and Terms of Payment	26
3. Performance Security	26
4. Inspection and Tests	26
5. Warranty	27
6. Liability of the Supplier	27
Section V. Special Conditions of Contract	28
Section VI. Schedule of Requirements	35
ADDITIONAL REQUIREMENTS:	36
Section VII. Technical Specifications	37
Section VIII. Checklist of Technical and Financial Documents	47

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 THE SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING
OF VARIOUS AIRCONDITIONING UNITS INCLUDING ITS MECHANICAL PIPING
AND ELECTRICAL WORKS FOR: BBG-CEV Office of the Head, BORONGAN,
CATBALOGAN, CEBU, DOLORES, MANDAUE, ORMOC, TACLOBAN,
TAGBILARAN, TALISAY AND UBAY BRANCHES

1. The *DEVELOPMENT BANK OF THE PHILIPPINES BRANCH BANKING GROUP-CENTRAL & EASTERN VISAYAS* (DBP BBG-CEV) through the *CORPORATE BUDGET OF DBP FOR CY 2025* intends to apply the sum of:

NO.	BRANCH	QTY	APPROVED BUDGET FO THE CONTRACT (ABC) (in Php) (Inclusive of Taxes)		PARTICULARS	COST OF BID DOCS AMT
			Per Unit	Total		
1	BBG CEV-OH	1	195,000	195,000	3 Tonner Inverter Floor Mounted	Please see ITB for costing
2	BORONGAN	1	450,000	600,000	5 Tonner Inverter, Floor Mounted	
		1	150,000		2 HP Wall Mounted Inverter	
3	Catbalogan	2	120,000	240,000	3 Tonner Inverter Floor Mounted	
4	Cebu	1	180,000	270,000	3 Tonner Inverter, Floor Mounted and 2.5 HP, Wall Mounted Aircon	
		1	90,000			
5	Dolores	4	76,500	306,000	2.5 HP Wall Mounted Inverter	
6	Mandaue	1	100,000	100,000	2.5 HP Wall Mounted Inverter	
7	Ormoc	2	85,000	170,000	2HP Wall Mounted Inverter, Split Type	
8	Tacloban	1	183,000	183,000	5 Tonner Floor Mounted	
9	Tagbilaran	1	350,000	350,000	5 Tonner Floor Mounted	
10	Talisay	2	160,000	780,000	3 Tonner Floor Mounted Inverter	
		4	101,500		2HP Wall Mounted Inverter Split Type	
11	Ubay	1	200,000	200,000	3 Tonner Inverter, Floor Mounted Split Type	

	TOTAL ABC:	P 3,394,000.00	
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being the ABC to payments under the contract for each branch units/*item abovementioned with project identification number **RBAC-CV-G-2025-001***.

Approved Budget for the Contract (ABC)	Maximum Cost of Bidding Documents (Pesos)
500,000 and below	500.00
More than 500,000 up to 1M	1,000.00
More than 1M up to 5M	5,000.00
More than 5M up to 10M	10,000.00
More than 10M up to 50M	25,000.00
More than 50M up to 500M	50,000.00
More than 500M	75,000.00
Note: If a bidder intends to partially participate for a number of lot(s) only, then the cost of bidding documents will be proportionate as indicated above.	

2. The DBP *BRANCH BANKING GROUP-CENTRAL & EASTERN VISAYAS THRU ITS RBAC-CV* now invites bids for the above Procurement Project. Delivery of the Goods is required **WITHIN FORTY-FIVE (45) DAYS FROM THE DATE OF ISSUANCE OF THE NOTICE TO PROCEED**. Bidders should have completed a contract similar to the Project within FIVE (5) YEARS from the date of submission and receipt of bids. **Bidders may bid for one, two or all lots.** Bids received more than the ABC for each lot shall be automatically rejected at bid opening. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from ***DBP BBG-CEV THRU ITS RBAC-CV*** and inspect the Bidding Documents at the address given below during ***BANKING HOURS: 9:00AM – 2:00PM***.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***July 23, 2025*** from the given address below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount stated above*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees ***BY PAYING IN ANY NEARBY DBP BRANCH THE ABOVEMENTIONED AMOUNT AND PRESENTING THE COPY OF THE ORIGINAL RECEIPT TO THE BAC SECRETARIAT UPON REQUESTING FOR A COPY OF THE BIDDING DOCUMENTS***.
6. The ***DBP BRANCH BANKING GROUP – CENTRAL & EASTERN VISAYAS THRU ITS RBAC-CV*** will hold a Pre-Bid Conference¹ on ***July 23, 2025, 2:00PM*** at ***DBP BBG CEV OFFICE (CONFERENCE AREA), GROUND FLOOR, DBP CEBU BUILDING, CORNER OSMENA BLVD. & P. DEL ROSARIO STS., CEBU CITY, CEBU, PHILIPPINES*** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission ***OF HARD COPIES*** at the office address indicated below and via electronic submission – ***SOFT COPY SAVED IN USB***, on or before ***2:00PM on August 4, 2025***. The USB shall contain all the softcopies of the technical & financial components and all other documents required. The USB shall be included in the Original Copy of the Technical Component Envelope. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ***ITB*** Clause 14.1.
9. Bid opening shall be on ***August 5, 2025*** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. ***AUTHORIZED REPRESENTATIVES OF BIDDERS MUST PRESENT AN AUTHORIZATION LETTER/ SECRETARY'S CERTIFICATE DULY SIGNED***

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

BY THE PROPRIETOR (for single proprietorship) OR THE CORPORATE SECRETARY (for corporations).

11. The *BRANCH BANKING GROUP – CENTRAL & EASTERN VISAYAS* thru its *RBAC-CV* 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.
12. For further information, please refer to:

-signed-

AZENITH JAYMIL A. LUMABI

RBAC SECRETARIAT

Development Bank of the Philippines

Branch Banking Group – Central & Eastern Visayas

Corner Osmena Blvd. & P. del Rosario Sts., Cebu City, Cebu 6000, Philippines

E-mail address: cevbg@dbp.ph

Telephone Number: (032)255-6325

-signed-

SM CHRIST E. VALDEHUEZA

Chairperson, RBAC – Central Visayas

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **DBP BRANCH BANKING GROUP – CENTRAL & EASTERN VISAYAS** thru its RBAC-CV wishes to receive Bids for the **SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF VARIOUS AIRCONDITIONING UNITS INCLUDING ITS MECHANICAL PIPING AND ELECTRICAL WORKS FOR: BBG-CEV Office of the Head, BORONGAN, CATBALOGAN, CEBU, DOLORES, MANDAUE, ORMOC, TACLOBAN, TAGBILARAN, TALISAY AND UBAY BRANCHES.**

The Procurement Project of SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF VARIOUS AIRCONDITIONING UNITS INCLUDING ITS MECHANICAL PIPING AND ELECTRICAL WORKS FOR: BBG CEV—OH, BORONGAN, CATBALOGAN, CEBU, DOLORES, MANDAUE, ORMOC, TACLOBAN, TAGBILARAN, TALISAY AND UBAY BRANCHES is composed **of 3 lots**, 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 CY 2024 in the amount of **Three Million Three Hundred Ninety-Four Thousand Pesos and 00/100 (Php 3,394,000.00)**
- 2.2. The source of funding is:
- 2.3. GOCC and GFIs, the Corporate Operating Budget with the approved budget of **Three Million Three Hundred Ninety-Four Thousand Pesos and 00/100 (Php 3,394,000.00)**

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.

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **July 23, 2025** at its physical address **BBG CEV CONFERENCE ROOM, GROUND FLOOR, DBP CEBU BUILDING, CORNER OSMENA BLVD. & P. DEL ROSARIO STS., CEBU CITY, CEBU, PHILIPPINES.**

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 **FIVE YEARS FROM THE DATE OF 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:

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² 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) Calendar Days from the Date of the Bid Opening***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

² 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.

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:

Option 1 – One Project having several items that shall be awarded on a per lot basis.

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	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. THE SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF VARIOUS AIRCONDITIONING UNITS INCLUDING ITS MECHANICAL PIPING AND ELECTRICAL WORKS IN BANKS, AND OTHER GOVERNMENT OR PRIVATE OFFICES WITH AIRCON UNITS SIMILAR TO THIS PROJECT.</p> <p>b. completed within FIVE YEARS prior to the deadline for the submission and receipt of bids.</p>																																				
7.1	Subcontracting is not allowed.																																				
12	The price of the Goods shall be quoted DELIVERY DUTY PAID (DDP) TO DELIVERY IN THE PHILIPPINES and in Philippine Pesos.																																				
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:																																				
	<p>a. The amount of not less than 2% per lot indicated below <i>[equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <table><tr><th rowspan="2">LOT NO.</th><th rowspan="2">BRANCH</th><th rowspan="2">QTY</th><th colspan="2">APPROVED BUDGET FO THE CONTRACT (ABC) (in Php) (Inclusive of Taxes)</th><th rowspan="2">SECURITY BOND PER LOT</th></tr><tr><th>Per Unit</th><th>Total</th></tr><tr><td rowspan="6">1</td><td>BBG CEV-OH</td><td>1</td><td>195,000</td><td>195,000</td><td rowspan="6">26,900.00</td></tr><tr><td rowspan="2">CEBU</td><td>1</td><td>170,000</td><td rowspan="2">270,000</td></tr><tr><td>1</td><td>100,000</td></tr><tr><td>MANDAUE</td><td>1</td><td>100,000</td><td>100,000</td></tr><tr><td rowspan="2">TALISAY</td><td>2</td><td>170,000</td><td rowspan="2">780,000</td></tr><tr><td>4</td><td>110,000</td></tr><tr><td></td><td>TOTAL</td><td></td><td></td><td>1,345,000.00</td><td></td></tr></table>	LOT NO.	BRANCH	QTY	APPROVED BUDGET FO THE CONTRACT (ABC) (in Php) (Inclusive of Taxes)		SECURITY BOND PER LOT	Per Unit	Total	1	BBG CEV-OH	1	195,000	195,000	26,900.00	CEBU	1	170,000	270,000	1	100,000	MANDAUE	1	100,000	100,000	TALISAY	2	170,000	780,000	4	110,000		TOTAL			1,345,000.00	
LOT NO.	BRANCH				QTY	APPROVED BUDGET FO THE CONTRACT (ABC) (in Php) (Inclusive of Taxes)		SECURITY BOND PER LOT																													
		Per Unit	Total																																		
1	BBG CEV-OH	1	195,000	195,000	26,900.00																																
	CEBU	1	170,000	270,000																																	
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	MANDAUE	1	100,000	100,000																																	
	TALISAY	2	170,000	780,000																																	
		4	110,000																																		
	TOTAL			1,345,000.00																																	

		2	TAGBILARAN	1	350,000	350,000	11,000.00
			UBAY	1	200,000	200,000	
			TOTAL			550,000.00	
		3	BORONGAN	1	400,000	600,000	29,980.00
				1	200,000		
			CATBALOGAN	2	120,000	240,000	
			DOLORES	4	76,500	306,000	
			ORMOC	2	85,000	170,000	
			TACLOBAN	1	183,000	183,000	
			TOTAL			1,499,000.00	
			TOTAL ABC:				P 3,394,000.00

- b. The amount of not less than Five (5) percent per lot indicated below *[equivalent to five percent (5%) of ABC]* if bid security is in Surety Bond.

LOT NO.	BRANCH	QTY	APPROVED BUDGET FO THE CONTRACT (ABC) (in Php) (Inclusive of Taxes)		SECURITY BOND PER LOT
			Per Unit	Total	
1	BBG CEV-OH	1	195,000	195,000	67,250.00
	CEBU	1	170,000	270,000	
		1	100,000		
	MANDAUE	1	100,000	100,000	
	TALISAY	2	170,000	780,000	
		4	110,000		
	TOTAL			1,345,000.00	

	2	TAGBILARAN	1	350,000	350,000	27,500.00
		UBAY	1	200,000	200,000	
		TOTAL			550,000.00	
	3	BORONGAN	1	400,000	600,000	74,950.00
			1	200,000		
		CATBALOGAN	2	120,000	240,000	
		DOLORES	4	76,500	306,000	
		ORMOC	2	85,000	170,000	
		TACLOBAN	1	183,000	183,000	
		TOTAL			1,499,000.00	
	TOTAL ABC:				P 3,394,000.00	
19.2	LOT NO.	BRANCH	QTY	APPROVED BUDGET FO THE CONTRACT (ABC) (in Php) (Inclusive of Taxes)		PARTICULARS
				Per Unit	Total	
1		BBG CEV-OH	1	195,000	195,000	3 Tonner Inverter Floor Mounted
		CEBU	1	170,000	270,000	3 Tonner Inverter, Floor Mounted
			1	100,000		2.5 HP, Wall Mounted Aircon
		MANDAUE	1	100,000	100,000	2.5 HP Wall Mounted Inverter
		TALISAY	2	170,000	780,000	3 Tonner Floor Mounted Inverter
			4	110,000		2HP Wall Mounted Inverter Split Type
		TOTAL			1,345,000.00	
2		TAGBILARAN	1	350,000	350,000	5 Tonner Floor Mounted
		UBAY	1	200,000	200,000	3 Tonner Inverter, Floor Mounted Split Type
		TOTAL			550,000.00	

	3	BORONGAN	1	400,000	600,000	5 Tonner Inverter, Floor Mounted	
			1	200,000		2 HP Wall Mounted Inverter	
		CATBALOGAN	2	120,000	240,000	3 Tonner Inverter Floor Mounted	
		DOLORES	4	76,500	306,000	2.5 HP Wall Mounted Inverter	
		ORMOC	2	85,000	170,000	2HP Wall Mounted Inverter, Split Type	
		TACLOBAN	1	183,000	183,000	5 Tonner Floor Mounted	
		TOTAL			1,499,000.00		
		TOTAL ABC:				P 3,394,000.00	
		20.2	<p>1. <i>Certificate of Accreditation from DTI with at least a five-star Category (Type A & B)</i></p> <p>2. <i>The supplier must have at least 5 technicians who has NC-III Tesda Accreditation Commercial Airconditioning.</i></p> <p>3. <i>The supplier must have an in-house Registered Mechanical Engineer.</i></p>				
21.2	<p>1. <i>Prospective bidders to visit installation site prior to submission of bids and to indicate in bidding documents mechanical works/ electrical works to be performed and other additional works.</i></p> <p>2. <i>Prospective bidders to secure a Certificate of Appearance from the concerned branch as proof of visit to the location/ installation site.</i></p> <p>3. <i>List of contracts completed within 5 years counted from the date of submission of bids</i></p>						

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitations 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																	
1	<p>ADDITIONAL REQUIREMENTS:</p> <p>Delivery and Documents –</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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to:</p> <table border="1" data-bbox="365 1014 1372 1820"> <tr> <td>For BBG CEV Office of the Head</td><td>DBP Building, Osmeña Blvd., Kalubihan (Poblacion), Cebu City, Cebu 6000</td></tr> <tr> <td>For Cebu Branch</td><td>DBP Building, Osmeña Blvd., Kalubihan (Poblacion), Cebu City, Cebu 6000</td></tr> <tr> <td>For Catbalogan Branch</td><td>DBP Catbalogan Br., Ground Flr., Tia Anita’s Commercial, Mabini Ave. Catbalogan City, Samar</td></tr> <tr> <td>For Dolores Branch</td><td>Real St. Cor. San Jose St. Brgy. 10, Dolores Eastern Samar</td></tr> <tr> <td>For Mandaue Branch</td><td>DBP Mandaue Br. Bridges Town Square Plaridel St., Brgy. Alang-alang Mandaue City</td></tr> <tr> <td>For Ormoc Branch</td><td>DBP Ormoc Br. Unit 16 17 Aviles Business Center Brgy. Don Felipe, Ormoc City, Leyte</td></tr> <tr> <td>For Tacloban Branch</td><td>DBP Tacloban Br. Ground Floor, Cor. Paterno and Zamora Sts.</td></tr> <tr> <td>For Tagbilaran Branch</td><td>DBP Tagbilaran Br. CPG North Avenue, Tagbilaran City, Bohol</td></tr> </table>	For BBG CEV Office of the Head	DBP Building, Osmeña Blvd., Kalubihan (Poblacion), Cebu City, Cebu 6000	For Cebu Branch	DBP Building, Osmeña Blvd., Kalubihan (Poblacion), Cebu City, Cebu 6000	For Catbalogan Branch	DBP Catbalogan Br., Ground Flr., Tia Anita’s Commercial, Mabini Ave. Catbalogan City, Samar	For Dolores Branch	Real St. Cor. San Jose St. Brgy. 10, Dolores Eastern Samar	For Mandaue Branch	DBP Mandaue Br. Bridges Town Square Plaridel St., Brgy. Alang-alang Mandaue City	For Ormoc Branch	DBP Ormoc Br. Unit 16 17 Aviles Business Center Brgy. Don Felipe, Ormoc City, Leyte	For Tacloban Branch	DBP Tacloban Br. Ground Floor, Cor. Paterno and Zamora Sts.	For Tagbilaran Branch	DBP Tagbilaran Br. CPG North Avenue, Tagbilaran City, Bohol
For BBG CEV Office of the Head	DBP Building, Osmeña Blvd., Kalubihan (Poblacion), Cebu City, Cebu 6000																
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For Mandaue Branch	DBP Mandaue Br. Bridges Town Square Plaridel St., Brgy. Alang-alang Mandaue City																
For Ormoc Branch	DBP Ormoc Br. Unit 16 17 Aviles Business Center Brgy. Don Felipe, Ormoc City, Leyte																
For Tacloban Branch	DBP Tacloban Br. Ground Floor, Cor. Paterno and Zamora Sts.																
For Tagbilaran Branch	DBP Tagbilaran Br. CPG North Avenue, Tagbilaran City, Bohol																

For Talisay Branch	DBP Talisay Br. South Coast Center, Brgy. Linao Talisay City Cebu
For Ubay Branch	DBP Ubay Br. CRU Bldg. Poblacion Ubay Bohol

Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:

For BBG CEV Office of the Head	Olive Lactuan
For Cebu Branch	Julie Omega
For Catbalogan Branch	Maricris Lastrilla
For Dolores Branch	Catherine Magallon
For Mandaue Branch	Allen Gay Cachuela
For Ormoc Branch	Gerlena Ann Gernale
For Tacloban Branch	Naomi Babalcon
For Tagbilaran Branch	Rizalina Mae Cacho
For Talisay Branch	Angelie Falconite
For Ubay Branch	Nevena Avenido

Incidental Services –

The Supplier is required to provide all of the following services, including additional services detailed in the Schedule of Requirements, and as follows:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

	<p>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</p>
	<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>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"> 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 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
	<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 EIGHT (8) 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>Packaging –</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>Transportation –</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>Intellectual Property Rights –</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>PARTIAL PAYMENT IS NOT ALLOWED.</p> <p><i>Payment shall be based on actual services rendered.</i></p>

	<i>The bidder declared as Lowest or Single Calculated and Responsive Bid must open an account with DBP upon issuance of Notice of Award for payment purposes (in case no account with DBP yet).</i>
4	<p>Testing and commissioning of units.</p> <p>Goods shall be subject to inspections and test-run upon delivery and installation under the supervision of a Technical Working Group (TWG) or branch personnel.</p>

Section VI. Schedule of Requirements

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

LOT NO.	BRANCH	QTY	APPROVED BUDGET FOR THE CONTRACT (ABC) (in Php) (Inclusive of Taxes)		PARTICULARS	DELIVERED/WEEKS /MONTHS
			Per Unit	Total		
1	BBG CEV-OH	1	195,000	195,000	3 Tonner Inverter Floor Mounted	45 Calendar Days
	CEBU	1	170,000	270,000	3 Tonner Inverter, Floor Mounted	
		1	100,000		2.5 HP, Wall Mounted Aircon	
	MANDAUE	1	100,000	100,000	2.5 HP Wall Mounted Inverter	
	TALISAY	2	170,000	780,000	3 Tonner Floor Mounted Inverter	
		4	110,000		2HP Wall Mounted Inverter Split Type	
	TOTAL			1,345,000.00		
2	TAGBILARAN	1	350,000	350,000	5 Tonner Floor Mounted	
	UBAY	1	200,000	200,000	3 Tonner Inverter, Floor Mounted Split Type	
	TOTAL			550,000.00		
3	BORONGAN	1	400,000	600,000	5 Tonner Inverter, Floor Mounted	
		1	200,000		2 HP Wall Mounted Inverter	
	CATBALOGAN	2	120,000	240,000	3 Tonner Inverter Floor Mounted	
	DOLORES	4	76,500	306,000	2.5 HP Wall Mounted Inverter	
	ORMOC	2	85,000	170,000	2HP Wall Mounted Inverter, Split Type	
	TACLOBAN	1	183,000	258,000	5 Tonner Floor Mounted	
		1	75,000		2.5HP Wall Mounted Inverter Inverter	
	TOTAL			1,574,000.00		
TOTAL ABC:			P 3,469,000.00			

ADDITIONAL REQUIREMENTS:

Delivery includes the following additional works:

1. Removal of existing air conditioning units to be replaced, including mechanical piping, electric wirings, and the like.
2. Replacement/ Installation of mechanical piping and electrical works.
3. Cleaning the area after installation.
4. Testing and commissioning of the air conditioning units.

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	BBG-CEV OH	
	<i>Item 1:</i> 3 Tonner Inverter Floor Mounted	
	Quantity: 1	
	Approved Budget: P 195,000.00	

TECHNICAL SPECIFICATIONS:

- Mounting : Free standing
- Nominal Rating : 3.0TR
- Cooling Capacity (kJ/hr) : 14,300 to 40,000
- Power Consumption (Watts) : 740 to 3,640
- Voltage (V) : 230
- Phase (Φ) : Single-phase or 3-phase (depending to the branch's phase system)
- Frequency (Hz) : 60
- Refrigerant Type : R410-A/R32

Item	Specification	Statement of Compliance
2	CEBU	
	<i>Item 2.A:</i> 3-tonner aircon, floor-mounted, split-type, inverter	
	<i>Item 2.B:</i> 2.5 HP, Wall Mounted Aircon	
	Quantity: 2 units	
	Approved Budget: P 270,000.00	

TECHNICAL SPECIFICATIONS:

Item 2.A: 3-tonner aircon, floor-mounted, split-type, inverter

- Mounting : Free standing
- Nominal Rating : 3.0TR
- Cooling Capacity (kJ/hr) : 14,300 to 40,000
- Power Consumption (Watts) : 740 to 3,640
- Voltage (V) : 230
- Phase (Φ) : Single-phase or 3-phase (depending to the branch's phase system)
- Frequency (Hz) : 60
- Refrigerant Type : R410-A/R32

Item 2.B: 2.5 HP, Wall Mounted Aircon

Power Supply	220 – 230 V, 1 Ph, 60Hz
Refrigerant	R410A / R32
Energy Efficiency Ratio (EER) / Cooling Seasonal Performance Factor (CSPF)	≥ 11.6 Kj/W-hr / ≥ 4.01 Wh/Wh (5 star)
Unit Type	Inverter

Item	Specification	Statement of Compliance
3	MANDAUE	
	<i>Item 3: 2.5 HP, Wall Mounted Aircon</i>	
	Quantity: 1 unit	
	Approved Budget: P 100,000.00	

TECHNICAL SPECIFICATIONS:

Power Supply	220 – 230 V, 1 Ph, 60Hz
Refrigerant	R410A / R32
Energy Efficiency Ratio (EER) / Cooling Seasonal Performance Factor (CSPF)	≥ 11.6 Kj/W-hr / ≥ 4.01 Wh/Wh (5 star)
Unit Type	Inverter

Item	Specification	Statement of Compliance
4	TALISAY	
	<i>Item 4.A:</i> 3 Tonner Floor Mounted Inverter	
	<i>Item 4.B:</i> 2HP Wall Mounted Inverter Split Type	
	Quantity: 6 units	
	Approved Budget: P 780,000	

TECHNICAL SPECIFICATIONS:

Item 4.A: 3 Tonner Floor Mounted Inverter

- Mounting : Free standing
- Nominal Rating : 3.0TR
- Cooling Capacity (kJ/hr) : 14,300 to 40,000
- Power Consumption (Watts) : 740 to 3,640
- Voltage (V) : 230
- Phase (Φ) : Single-phase or 3-phase (depending to the branch's phase system)
- Frequency (Hz) : 60
- Refrigerant Type : R410-A/R32

Item 4.B: 2HP Wall Mounted Inverter Split Type

- Mounting : Wall mounted
- Nominal Rating : 2.0HP
- Cooling Capacity (kJ/hr) : 9,200 to 18,750
- Power Consumption (Watts) : 625 to 1,520
- Voltage (V) : 230
- Phase (Φ) : Single-phase or 3-phase (depending to the branch's phase system)
- Frequency (Hz) : 60
- Refrigerant Type : R410-A/R32

Item	Specification	Statement of Compliance
5	TAGBILARAN	
	<i>Item 5: 5 Tonner Floor Mounted</i>	
	Quantity: 1 unit	
	Approved Budget: P 350,000.00	

TECHNICAL SPECIFICATIONS:

- Mounting : Free standing
- Nominal Rating : 5.0TR
- Cooling Capacity (kJ/hr) : 30,900 to 58,600
- Power Consumption (Watts) : 2,000 to 5,200
- Voltage (V) : 230
- Phase (Φ) : Single-phase or 3-phase (depending to the branch's phase system)
- Frequency (Hz) : 60
- Refrigerant Type : R32

Item	Specification	Statement of Compliance
6	UBAY	
	<i>Item 6: 3 Tonner Inverter, Floor-mounted, Split Type Aircon Unit</i>	
	Quantity: 2 units	
	Approved Budget: P 340,000.00	

TECHNICAL SPECIFICATIONS:

Power Supply & Voltage Range	230/60/1; 3,600 (850-4,350)
Refrigerant	R410A
Cooling Capacity	37,000 (9,970-37,300) Btu/h 39,035 kJ/h
EER	10.3 Btu/hW 10.8 kJ/hW
Unit Type	Inverter

Item	Specification	Statement of Compliance
7	BORONGAN	
	<i>Item 7.A:</i> 5 Tonner Inverter, Floor Mounted	
	<i>Item 7.B:</i> 2HP Inverter, Wall-mounted, Split Type Aircon Unit	
	Quantity: 2 units	
	Approved Budget: P 600,000.00	

TECHNICAL SPECIFICATIONS:

Item 7.A 5 Tonner Inverter, Floor Mounted

- Mounting : Free standing
- Nominal Rating : 5.0TR
- Cooling Capacity (kJ/hr) : 30,900 to 58,600
- Power Consumption (Watts) : 2,000 to 5,200
- Voltage (V) : 230
- Phase (Φ) : Single-phase or 3-phase (depending to the branch's phase system)
- Frequency (Hz) : 60
- Refrigerant Type : R32

Item 7.B 2HP Wall-mounted Aircon

- Mounting : Wall mounted
- Nominal Rating : 2.0HP
- Cooling Capacity (kJ/hr) : 9,200 to 18,750
- Power Consumption (Watts) : 625 to 1,520
- Voltage (V) : 230
- Phase (Φ) : Single-phase or 3-phase (depending to the branch's phase system)
- Frequency (Hz) : 60
- Refrigerant Type : R410-A/R32

Item	Specification	Statement of Compliance
8	CATBALOGAN	
	<i>Item 8: 3 Tonner Inverter Floor Mounted</i>	
	Quantity: 2 units	
	Approved Budget: P 240,000.00	

TECHNICAL SPECIFICATIONS:

Capacity	3.0 Tonner
Cooling Capacity	37,000 (Kj/h)
Power Input	3,900 Watts
Power Supply	230 V/1PH/60 Hz
Running Current	17.7 AMP
EER	9.5
Refrigerant	410A

Item	Specification	Statement of Compliance
9	DOLORES	
	<i>Item 9: 2.5 HP Wall Mounted Inverter</i>	
	Quantity: 4 units	
	Approved Budget: P 306,000.00	

TECHNICAL SPECIFICATIONS:

- Mounting : Wall mounted
- Nominal Rating : 2.5HP
- Cooling Capacity (kJ/hr) : 12,000 to 24,500
- Power Consumption (Watts) : 685 to 2,200
- Voltage (V) : 230
- Phase (Φ) : Single-phase or 3-phase (depending to the branch's phase system)
- Frequency (Hz) : 60
- Refrigerant Type : R410-A/R32

Item	Specification	Statement of Compliance
10	ORMOC	
	<i>Item 10:</i> 2HP Wall Mounted Inverter, Split Type	
	Quantity: 2 units	
	Approved Budget: P 170,000	

TECHNICAL SPECIFICATIONS:

- Mounting : Wall mounted
- Nominal Rating : 2.0HP
- Cooling Capacity (kJ/hr) : 9,200 to 18,750
- Power Consumption (Watts) : 625 to 1,520
- Voltage (V) : 230
- Phase (Φ) : Single-phase or 3-phase (depending to the branch's phase system)
- Frequency (Hz) : 60
- Refrigerant Type : R410-A/R32

Item	Specification	Statement of Compliance
11	TACLOBAN	
	<i>Item 11:</i> 5 Tonner Floor Mounted	
	Quantity: 1 unit	
	Approved Budget: P 183,000.00	

TECHNICAL SPECIFICATIONS:

Item 11: 5 Tonner Floor Mounted

Capacity	5.0 Tonner
Cooling Capacity	47,500 (Kj/h)
Power Input	5,300 WATTS
Power Supply	240 V/50PH/60 Hz
Running Current	17.7 AMP
EER	9.9 – 11.2
Refrigerant	410A

SCOPE OF WORKS:

OTHER REQUIREMENTS	Includes supply, delivery, and installation, including all labor, materials, equipment and services necessary to complete, test, and commission.
	Delivery and installation within forty-five (45) calendar days after receipt of the Notice of Proceed.
	All equipment and components should be branded (not cloned or assembled) and brand new.
	Availability of parts in local market by local distributor, with certification and/or undertaking for the availability of spare parts within the next eight (8) years.
	The supplier must be in the air conditioning business for at least five (5) years and is an authorized partner/reseller of the product/unit being offered
	Includes a scheduled quarterly preventive maintenance for a period of one (1) year to ensure that the equipment is functioning at its best at no cost to the procuring entity for the services rendered. After a period of one (1) year, scheduled quarterly PMS must be provided by the winning supplier at a minimal fee inclusive of labor fee/s and all applicable charges. All necessary replacements/repairs (parts and labor) will be covered under the warranty.
	<i>Warranty:</i> The warranty period shall be one (1) year for the A/C units and five (5) years for the Motor Compressor, from the date of acceptance of delivered products/items
ADDITIONAL TERMS AND CONDITIONS	Electrical Branch Circuits must be fitted with EMT pipes, Flexible Metal Conduit (BX) for outside electrical wiring & wires required for each unit
	Main circuit breaker for the existing panel board and outdoor circuit breaker must be supplied by the contractor.
	Supply and installation of mechanical piping
	Supply and installation of drain lines – minimum of 20mm.
	Supply and installation of indoor and outdoor units
	All pipes must be installed with hangers and support
	Mechanical piping per unit should be included in the cost of air-conditioning units.
	All work activities for the installation of ACUs shall conform to the National Building Code, Philippine electrical Code, and other applicable installation standards.

	The supplier shall provide manpower whose sole job is to maintain cleanliness such that scraps/parts and other materials no longer needed in the work area should be immediately removed from the workplace; the supplier shall also provide the necessary uniform, identification tags and safety gears to its personnel while working.
	Notice shall be communicated to the procuring entity at least three (3) days prior to the conduct of installation works, which shall be performed and scheduled after banking hours for indoor installations, can be during office hours for outdoor installations on weekdays and the whole day on Saturdays, or as may be agreed with the end-user.
AFTERSALES SUPPORT AND SERVICE	With official website and capable of receiving request for technical support/services by phone and by official corporate email account.
	Monday to Friday, office hours technical support and service
	Capable of providing technical service/assistance within 24 hours for on-site service
	Technical support personnel should be certified service engineers/technicians of the product/unit being offered.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
and
- ☐ (b) 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,
and
- ☐ (c) 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;
and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;
and
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and

authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (n) Original of duly signed and accomplished Price Schedule(s).

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

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

