



**NATIONAL DEVELOPMENT COMPANY**



**BIDDING DOCUMENTS  
FOR THE PUBLIC BIDDING OF**

**SUPPLY, INSTALLATION AND  
COMMISSIONING OF TWO (2) – 20TR  
INVERTER PACKAGED AIR HANDLING  
UNITS (AHU) WITH TWO (2) AIR-  
COOLED CONDENSER UNITS (ACCU)  
AT THE GROUND FLOOR OF THE NDC  
BUILDING**

**PROJECT REFERENCE NO:  
MR22-04-049**

**APPROVED BUDGET:  
₱3,386,880.00**

NDC Building, 116 Tordesillas Street  
Salcedo Village, Makati Ci



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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***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

# National Development Company

## INVITATION TO BID FOR THE PUBLIC BIDDING OF THE PROCUREMENT OF SUPPLY, INSTALLATION AND COMMISSIONING OF TWO (2) – 20TR INVERTER PACKAGED AIR HANDLING UNITS (AHU) WITH TWO (2) AIR-COOLED CONDENSER UNITS (ACCU) AT THE GROUND FLOOR OF THE NDC BUILDING

1. The National Development Company (NDC), through the Approved Corporate Operating Budget for the Year 2022 intends to apply the sum of Three Million Three Hundred Eighty Six Thousand Eight Hundred Eighty Pesos (₱3,386,880.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Supply, Installation and Commissioning of Two (2) – 20TR Inverter Packaged Air Handling Units (AHU) with Two (2) Air-Cooled Condenser Units (ACCU) at the Ground Floor of the NDC Building (former BPI leased area) Project Reference No. MR22-04-049. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The NDC now invites bids for the Supply, Installation and Commissioning of Two (2) – 20TR Inverter Packaged Air Handling Units (AHU) with Two (2) Air-Cooled Condenser Units (ACCU) at the Ground Floor of the NDC Building (former BPI leased area).

Delivery of Goods is required ninety (90) calendar days from receipt of Notice to Proceed. Bidders should have completed, within the past five (5) years prior to the date of submission and receipt of bids, a contract similar to the Project the amount of which is at least 50% of the ABC. 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) 9184, otherwise known as the “Government Procurement Reform Act”.

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 5183 and must be duly registered as a Platinum member of Philippine Government Electronic Procurement System (PhilGEPS).

4. Prospective Bidders may obtain further information from NDC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the 7<sup>th</sup> Floor NDC Building, 116 Tordesillas St., Salcedo Village, Makati City from 9:00 am to 4:00 pm on May 23 – June 27, 2022 and from 9:00 am to 12:00 nn on June 28, 2022.

5. A complete set of Bidding Documents may be acquired by interested Bidders following the same schedule for the inspection of Bidding Documents from the stated address 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 (₱5,000.00) to the NDC Cashier located at the 7<sup>th</sup> Floor of NDC Building. The method of payment will be cash.

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

6. The NDC BAC will hold a Pre-Bid Conference on June 16, 2022, 02:00 pm at the ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the 7<sup>th</sup> Floor NDC Building, 116 Tordesillas St., Salcedo Village, Makati City on or before 1:00 pm on June 28, 2022 (7<sup>th</sup> Floor NDC Clock). 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.

Bid opening shall be at 2:00 pm on June 28, 2022 at the ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. After the Bid Opening, a detailed evaluation of the financial component of the eligible bid/s shall be conducted to determine the Single or Lowest Calculated Bid (SCB or LCB). Only the bidder with the SCB or LCB shall be notified to submit post-qualification documents within five (5) calendar days from receipt of the notice from the NDC BAC.

9. All particulars relative to the bidding shall be governed by the pertinent provisions and Implementing Rules and Regulations of R. A. 9184.
10. The NDC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**Johnierey A. Cueto**

Head, BAC Secretariat

National Development Company

8<sup>th</sup> Floor, NDC Building, 116 Tordesillas St. Salcedo Village Makati City

Tel. Nos.: (02) 8840-4838 to 47 loc. 232 Fax No.: (02) 8840-4862

E-mail Address: [jacueto@ndc.gov.ph](mailto:jacueto@ndc.gov.ph)



12. You may visit the following websites:

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

*May 23, 2022*

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**AGM SATURNINO H. MEJIA**  
BAC Chairperson

## *Section II. Instructions to Bidders*

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, *National Development Company* wishes to receive Bids for the *Procurement of Supply, Installation and Commissioning of Two (2) – 20TR Inverter Packaged Air Handling Units (AHU) with Two (2) Air-Cooled Condenser Units (ACCU) at the Ground Floor of the NDC Building (Former BPI leased area, with reference number MR22-04-049.*

The Procurement Project (referred to herein as “Project”) is composed 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 2022 in the amount of *Three Million Three Hundred Eighty-Six Thousand Eight Hundred Eighty Pesos (Php 3,386,880.00)*

2.2. The source of funding is:

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 exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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:

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 and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 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 five (5) 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 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 e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### 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.
  - b. For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the BDS. 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 Bangko Sentral ng Pilipinas (BSP) reference rate bulletin on the day of the bid opening.

### 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 October 26, 2022. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of

performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the 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**.

16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

## **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.



- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
  - a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

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

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Supply, installation and commissioning of Two (2) 20TR Inverter Packaged Air Handling Units (AHU) with Two (2) Air-Cooled Condenser Unit (ACCU) at the Ground Floor of the NDC Building.</i></p> <p>b. completed within the last five (5) years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed</i>
11.1	<p>Include detailed computation of bid using format in Section VIII. Bidding Forms/Detailed Financial Bid for the Supply, Installation and Commissioning of Two (2) – 20TR Inverter Packaged Air Handling Units (AHU) with Two (2) Air-Cooled Condenser Units (ACCU) at the Ground Floor of the NDC Building (Former BPI leased area).</p> <p>Bidders must also provide a soft copy of the Detailed Financial Bid in Microsoft <b>Excel format</b> <u>showing the formula</u> used in the computation of the costs. <b>USB</b> containing the soft copy of the detailed financial bid should be enclosed in the Financial Component Envelope.</p>
12	The price of the Goods shall be quoted delivered duty paid (DDP) in <i>Makati City, Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <b>Sixty-Seven Thousand Seven Hundred Thirty Seven &amp; 60/100 Pesos (₱67,737.60)</b> [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <b>One Hundred Sixty-Nine Thousand Three Hundred Forty Four Pesos (₱169,344.00)</b> [(5%) of ABC] if bid security is in Surety Bond.</p>
14.2	The bid security shall be valid until October 26, 2022.
19.3	<i>The descriptions of the items are indicated in Sec. VII (Technical Specifications)</i>

20.2	<p>A. 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 LCB, the Bidder shall submit the following documentary requirements:</p> <ol style="list-style-type: none"> <li>1. Documents listed in “Annex A” of the Certificate of PhilGEPs registration;</li> <li>2. Latest Income and business tax returns filed and taxes paid through the BIR Electronic Filing and Payments System (eFPS) - within the last six (6) months preceding the date of bid submission; and</li> <li>3. An Undertaking duly signed by an authorized representative and notarized, stating to submit the appropriate licenses and permits as required by law.</li> </ol> <p>B. Certified True Copy signed by the BIR with documentary stamps of Item A.1. above to be submitted within seven (7) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB.</p> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.</p>
21.2	<i>No further instruction.</i>

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

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

#### **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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

#### **5. Warranty**

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

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

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

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

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



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

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p>Contractor shall issue a Certificate of Warranty valid for five (5) years on parts and services from the issuance of Certificate of Final Acceptance from NDC. This includes the retention money equivalent to 1% of the total contract price.</p> <p>The period for correction of defects in the warranty period is within 24 hours upon receipt of notice from NDC and to be completed within reasonable period to be agreed upon by both parties.</p> <p><i>If the Supplier is a joint venture, “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”</i></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
2.2	<p>Payment shall be in accordance with government rules and regulation as provided by the 2016 Revised IRR R.A 9184.</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.

Item	Description	Quantity	Unit	Delivered, Weeks/Months
	<b><u>SUPPLY, INSTALLATION AND COMMISSIONING OF TWO (2) – 20TR INVERTER PACKAGED AIR HANDLING UNITS (AHU) WITH TWO (2) AIR-COOLED CONDENSER UNITS (ACCU) AT THE GROUND FLOOR OF THE NDC BUILDING (FORMER BPI LEASED AREA).</u></b>			Within Ninety (90) calendar days from receipt of Notice to Proceed  Time Schedule:  Weekdays: 7:00 pm–4:00 am  Weekend/Holidays: 8:00 am–5:00 PM
<b>A.</b>	<b><u>General Requirements</u></b>			
1.	Mobilization/Demobilization	1	lot	
2.	Hauling of new air-handling unit (AHU)	1	lot	
3.	Dismantling, hauling of old AHU's within the Bldg. area	1	lot	
4.	Access permits, bonds & licenses	1	lot	
<b>B.</b>	<b><u>Mechanical Works</u></b>			
<b>1.</b>	<b><u>Equipment:</u></b> Air Handling Unit (AHU): 20 TR (240,000 Btu/Hr) nominal capacity with 50 mm double skinned casing, Vertical Draw-thru configuration, EC Fan centrifugal blower, 8,000 cfm airflow @ 1.5" wg Static Pressure, 95% Efficiency Electrostatic Washable Type Filter, 2-Circuit System Direct Expansion (DX) type cooling coil with inverter scroll compressors, utilizes R-410a refrigerant and 230V/3Ø/60 hz power supply.	1	unit	

<p><b>a.</b></p>	<p>Fan Section &amp; Casing (FS):</p> <ul style="list-style-type: none"> <li>- 50mm Double-skinned with PU Insulation casing</li> <li>- Forward-curved EC Fan Centrifugal Blower and EC Motor &amp; Drive Package with 230V/3Ø/60hz power supply</li> </ul> <p>Coil Section (CS):</p> <ul style="list-style-type: none"> <li>- DX Dual-circuit Cooling Coil</li> <li>- 4 row /14FPI</li> </ul> <p>Compressor &amp; Control Section (CCS):</p> <ul style="list-style-type: none"> <li>- Uses Inverter Scroll Compressors, R-410a refrigerant.</li> <li>- Factory-wired controls.</li> </ul> <p>Filter Section (FS):</p> <ul style="list-style-type: none"> <li>- Washable Electrostatic Air Filter media with 95% dust arrestor efficiency.</li> </ul> <p>Accessories:</p> <ul style="list-style-type: none"> <li>- Thermostat</li> </ul> <p><b>AHU matches with:</b></p> <p>Air-cooled Condenser Units (ACU): Two (2) 10 TR (120,000 Btu/Hr) nominal capacity with powder coated weather-proof casing, condenser copper tube/aluminum fins, direct-driven propeller type condenser fan and motor with 230V/3Ø/60hz power supply and factory-wired controls.</p>			
<p><b>b.</b></p>	<p>Alignment, Anchoring &amp; Fixing the AHU</p>	<p>1</p>	<p>unit</p>	
<p><b>2.</b></p>	<p><b><u>Piping, Insulation and Accessories:</u></b></p>			
<p>a.</p>	<p>3/4" dia. Copper Pipe (Type L)</p>	<p>2</p>	<p>lhs</p>	
<p>b.</p>	<p>1 3/8" dia. Copper Pipe (Type L)</p>	<p>2</p>	<p>lhs</p>	
<p>c.</p>	<p>3/4" dia. Elbow (LR)</p>	<p>8</p>	<p>ea</p>	
<p>d.</p>	<p>1 3/8 dia. Elbow (LR)</p>	<p>8</p>	<p>ea</p>	
<p>e.</p>	<p>3/4 dia. X 1" thk x 2m L Rubber Insulation</p>	<p>6</p>	<p>lhs</p>	
<p>f.</p>	<p>1 3/8" dia. X 1" th x 2m L</p>	<p>6</p>	<p>lhs</p>	
<p>g.</p>	<p>3/4" dia. Hand Valve</p>	<p>2</p>	<p>sets</p>	
<p>h.</p>	<p>1 3/8" dia. Hand Valve</p>	<p>2</p>	<p>sets</p>	

i.	Filter drier (Solder type)	1	ea
j.	Refrigerant (R-410a)	22	kgs
k..	R-141b	10	kg
l.	Nitrogen	1	cyl
m.	Hangers and Supports	1	lot
n.	Drain piping (To be tapped to the nearest drain within AHU room)	1	lot
o.	Consumables (rugby, silfus rods, welding rods, oxy-acetylene, polyethylene plastic, etc.)	1	lot
p.	Return air grille	1	lot
q.	ACCU Deflector	1	lot
<b>c.</b>	<b>ELECTRICAL WORKS</b>		
1	100 Amps MCCB, 3 pole	1	pc
2	14mm <sup>2</sup> THHN Wire	46	lm
3	5.5mm <sup>2</sup> THHN Wire	18	lm
4	25mm dia. IMC Conduit	2	lhs
5	15mm dia. IMC Conduit	6	lhs
6	IMC Fittings	1	lot
7	Consumables (terminal connectors, rubber tapes, tagging and etc.)	1	lot
<b>d.</b>	<b>TESTING AND COMMISSIONING</b>		
1	Air Balancing	1	lot
2	Testing and Commissioning including Training or Technology transfer for two (2) NDC personnel	1	lot
<b>e.</b>	<b>WARRANTY COST</b>		
	Warranty cost on parts & services, five years	5	years
<b>f.</b>	<b>MAINTENANCE SERVICE</b>		
	Perform inspection, checking, cleaning and testing, as required, in a quarterly basis for a period of 5 years	20	service

g.	<p><b>OTHERS</b></p> <p><u>Allow other items for which the contractor requires payment to comply with all respect with the provisions of the relevant conditions of the contract particular specifications which are not in the Bill of Quantities.</u></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>			
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## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.



# Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
<b>I.</b>	<b>General Requirements</b>	
1	Mobilization/Demobilization – (1 lot)	
2	Hauling of new air-handling units (AHU’s) – (1 set)	
3	Dismantling, hauling of old AHU’s within the Bldg.area – (1 set)	
4	Access Permits, bonds & Licenses – (1 lot)	

<p><b>II.</b></p>	<p><b>Mechanical Works</b></p> <p>Specifications:</p> <p>Supply, installation and commissioning of Two (2) 20TR Inverter Packaged Air Handling Units (AHU) with Two (2) Air-cooled Condenser Units (ACU) at the Ground Floor of the NDC Building. Location: Former BPI leased area:</p> <p><b><u>Mechanical Works</u></b></p> <p>1. <b><u>Equipment:</u></b></p> <p>Air Handling Unit (AHU): 20 TR (240,000 Btu/Hr) nominal capacity with 50 mm double skinned casing, Vertical Draw-thru configuration, EC Fan centrifugal blower, 8,000 cfm airflow @ 1.5” wg Static Pressure, 95% Efficiency Electrostatic Washable Type Filter, 2-Circuit System Direct Expansion (DX) type cooling coil with inverter scroll compressors, utilizes R-410a refrigerant and 230V/3Ø/60 hz power supply.</p> <p>a. Fan Section &amp; Casing (FS):</p> <ul style="list-style-type: none"> <li>- 50mm Double-skinned with PU Insulation casing</li> <li>- Forward-curved EC Fan Centrifugal Blower and EC Motor &amp; Drive Package with 230V/3Ø/60hz power supply</li> </ul> <p>Coil Section (CS):</p> <ul style="list-style-type: none"> <li>- DX Dual-circuit Cooling Coil</li> <li>- 4 row /14FPI</li> <li>- Stainless Steel Drain Pan</li> </ul> <p>Compressor &amp; Control Section (CCS):</p> <ul style="list-style-type: none"> <li>- Uses Inverter Scroll Compressors, R-410a refrigerant.</li> <li>- Factory-wired controls.</li> </ul>	

	<p>Filter Section (FS):</p> <ul style="list-style-type: none"> <li>- Washable Electrostatic Air Filter media with 95% dust arrestor efficiency.</li> </ul> <p>Accessories:</p> <ul style="list-style-type: none"> <li>- Thermostat</li> </ul> <p><b>AHU matches with:</b></p> <p>Air-cooled Condenser Units (ACU): Two (2) 10 TR (120,000 Btu/Hr) nominal capacity with powder coated weather-proof casing, condenser copper tube/aluminum fins, direct-driven propeller type condenser fan and motor with 230V/3Ø/60hz power supply and factory-wired controls.</p> <p>b. Alignment, Anchoring &amp; Fixing the AHU (1 unit)</p> <p><b>2</b></p> <p><b><u>Piping, Insulation and Accessories:</u></b></p> <ul style="list-style-type: none"> <li>a. 3/4" dia. Copper Pipe (Type L) (2 lhs)</li> <li>b. 1 3/8" dia. Copper Pipe (Type L) (2 lhs)</li> <li>c. 3/4" dia. Elbow (LR) (8 ea)</li> <li>d. 1 3/8 dia. Elbow (LR) (8 ea)</li> <li>e. 3/4 dia. X 1" thk x 2m L Rubber Insulation (6 lhs)</li> <li>f. 1 3/8" dia. X 1" th x 2m L (6 lhs)</li> <li>g. 3/4" dia. Hand Valve (2 sets)</li> <li>h. 1 3/8" dia. Hand Valve (2 sets)</li> <li>i. Filter drier (Solder type) (1 ea)</li> <li>j. Refrigerant (R-410a) (22 kgs)</li> <li>k. R-141b (10 kg)</li> <li>l. Nitrogen (1 cyl)</li> <li>m. Hangers and Supports (1 lot)</li> </ul>	
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n.	Drain piping (To be tapped to the nearest drain within AHU room) (1 lot)	
o.	Consumables (rugby, silfus rods, welding rods, oxy-acetylene, polyethylene plastic, etc.) (1 lot)	
p.	Return air grille (1 lot)	
q.	ACCU Deflector (1 lot)	
<b>III.</b>	<b>ELECTRICAL WORKS</b>	
1	100 Amps MCCB, 3 pole (1 pc)	
2	14mm <sup>2</sup> THHN Wire (46 lm)	
3	5.5mm <sup>2</sup> THHN Wire (18 lm)	
4	25mm dia. IMC Conduit (2 lhs)	
5	15mm dia. IMC Conduit (6 lhs)	
6	IMC Fittings (1 lot)	
7	Consumables (terminal connectors, rubber tapes, tagging and etc.) (1 lot)	
<b>IV.</b>	<b>TESTING AND COMMISSIONING</b>	
1	Air Balancing (1 lot)	
2	Testing and Commissioning including Training or Technology transfer for two (2) NDC personnel (1 lot)	
<b>V.</b>	<b>WARRANTY COST</b>	
	Warranty cost on parts & services, five years (5 years)	
<b>VI.</b>	<b>MAINTENANCE SERVICE</b>	
	Perform inspection, checking, cleaning and testing, as required, in a quarterly basis for a period of 5 years (20 service)	

<b>VII</b>	<p><b>OTHERS:</b></p> <p><u>Allow other items for which the contractor requires payment to comply with all respect with the provisions of the relevant conditions of the contract particular specifications which are not in the Bills of Quantities.</u></p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>	

Note: Under Section VII. Technical Specifications, the Bidders shall not only state its Statements of “Comply” or “Not Comply,” but also provide corresponding supporting evidence in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate.

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

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

TAB Original Copy  
Copy 1  
Copy 2

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**Or**
- (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.

**TAB Original Copy**

**Copy 1**

**Copy 2**

**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).

Bidders must also provide a soft copy of the Detailed Financial Bid in **Microsoft Excel Format** showing the formula used in the computation of the costs. **USB** containing the soft copy of the detailed financial bid should be enclosed in the Financial Component envelope.

*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.



## ***Section VIII. Bidding Forms***

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## Bid Form

---

Date: \_\_\_\_\_  
Project Identification<sup>1</sup> No.: \_\_\_\_\_

The Chairperson  
Bids and Awards Committee  
National Development Company

Having examined the Bidding Documents including Bid Bulletin Numbers [*insert numbers*], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply, Installation and Commissioning of Two (2) – 20TR Inverter Packaged- Air Handling Units (AHU) with Two (2) Air-Cooled Condenser Units (ACCU) at the Ground Floor of the NDC Building (Former BPI leased area) *Project Reference No.: MR22-04-049* in conformity with the said Bidding Documents for the sum of [*total Bid amount in words and figures*] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, [*for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [*for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].**

---

<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**Detailed Financial Bid for the SUPPLY, INSTALLATION AND COMMISSIONING OF TWO (2) – 20TR INVERTER PACKAGED AIR HANDLING UNITS (AHU) WITH TWO (2) AIR-COOLED CONDENSER UNITS (ACCU) AT THE GROUND FLOOR OF THE NDC BUILDING**

	<b>DESCRIPTION</b>	<b>QTY</b>	<b>PRICE PER UNIT (PhP)</b>	<b>BID AMOUNT (PhP)</b>
<b>I.</b>	<b>General Requirements</b>			
1	Mobilization/Demobilization	1 lot	P _____	P _____
2	Hauling of new AHU's	1 set	_____	
3	Dismantling, hauling of old AHU's within the Bldg. area	1 set	_____	
4	Access Permits, bonds & Licenses	1 lot	_____	
<b>II.</b>	<b>Mechanical Works</b>			
	Specifications: Supply, installation and commissioning of Two (2) 20TR Inverter Packaged Air Handling Units (AHU) with Two (2) Air-cooled Condenser Units (ACU) at the Ground Floor of the NDC Building. Location: Former BPI leased area:			
	<b><u>Mechanical Works</u></b>			
1	<b><u>Equipment:</u></b>  Air Handling Unit (AHU): 20 TR (240,000 Btu/Hr) nominal capacity with 50 mm double skinned casing, Vertical Draw-thru configuration, EC Fan centrifugal blower, 8,000 cfm airflow @ 1.5" wg Static Pressure, 95% Efficiency Electrostatic Washable Type Filter, 2-Circuit System Direct Expansion (DX) type cooling coil with inverter scroll compressors, utilizes R-410a refrigerant and 230V/3Ø/60 hz power supply.	1 unit	P _____	P _____
a	Fan Section & Casing (FS): - 50mm Double-skinned with PU Insulation casing - Forward-curved EC Fan Centrifugal Blower and EC Motor & Drive Package with 230V/3Ø/60hz power supply  Coil Section (CS): - DX Dual-circuit Cooling Coil - 4 row /14FPI - Stainless Steel Drain Pan			

	<p>Compressor &amp; Control Section (CCS):</p> <ul style="list-style-type: none"> <li>- Uses Inverter Scroll Compressors, R-410a refrigerant.</li> <li>- Factory-wired controls.</li> </ul> <p>Filter Section (FS):</p> <ul style="list-style-type: none"> <li>- Washable Electrostatic Air Filter media with 95% dust arrestor efficiency.</li> </ul> <p>Accessories:</p> <ul style="list-style-type: none"> <li>- Thermostat</li> </ul> <p><b>AHU matches with:</b> Air-cooled Condenser Units (ACU): Two (2) 10 TR (120,000 Btu/Hr) nominal capacity with powder coated weather-proof casing, condenser copper tube/aluminum fins, direct-driven propeller type condenser fan and motor with 230V/3Ø/60hz power supply and factory-wired controls. Alignment, Anchoring &amp; Fixing the AHU</p> <p>Alignment, Anchoring &amp; Fixing the AHU</p>			
b		1 unit	P _____	P _____
2	<b><u>Piping, Insulation and Accessories:</u></b>			
a	3/4" dia. Copper Pipe (Type L)	2 lhs	P _____	
b	1 3/8" dia. Copper Pipe (Type L)	2 lhs	_____	
c	3/4" dia. Elbow (LR)	8 ea	_____	
d	1 3/8 dia. Elbow (LR)	8 ea	_____	
e	3/4" dia. X 1" thk x 2m L Rubber Insulation	6 lhs	_____	
f	1 3/8" dia. X 1" th x 2m L	6 lhs	_____	
g	3/4" dia. Hand Valve	2 sets	_____	
h	1 3/8" dia. Hand Valve	2 sets	_____	
i	Filter drier (Solder type)	1 ea	_____	
j	Refrigerant (R-410a)	22 kgs	_____	
k	R-141b	10 kg	_____	
l	Nitrogen	1 cyl	_____	
m	Hangers and Supports	1 lot	_____	
n	Drain piping (To be tapped to the nearest drain within AHU room)	1 lot	_____	
o	Consumables (rugby, silfus rods, welding rods, oxy-acetylene, polyethylene plastic, etc.)	1 lot	_____	
p	Return air grille	1 lot	_____	
q	ACCU Deflector	1 lot	_____	
<b>III.</b>	<b>ELECTRICAL WORKS</b>			
1	100 Amps MCCB, 3 pole	1 pc	P _____	P _____
2	14mm <sup>2</sup> THHN Wire	46 lm	_____	

3	5.5mm <sup>2</sup> THHN Wire	18 lm	_____	
4	25mm dia. IMC Conduit	2 lms	_____	
5	15mm dia. IMC Conduit	6 lms	_____	
6	IMC Fittings	1 lot	_____	
7	Consumables (terminal connectors, rubber tapes, tagging and etc.)	1 lot	_____	
<b>IV.</b>	<b>TESTING AND COMMISSIONING</b>			
1.	Air balancing	1 lot	₱ _____	₱ _____
2.	Testing and commissioning Orientation of equipment operation	1 lot	_____	
<b>V.</b>	<b>WARRANTY COST</b>			
	Warranty cost on parts & services for 5 years	5 years	₱ _____	₱ _____
<b>VI.</b>	<b>MAINTENANCE SERVICE</b>			
	Perform inspection, checking, cleaning and testing, as required, in a quarterly basis for a period of 5 years. – (2visits)	20 service	₱ _____	₱ _____
<b>VII.</b>	<b>OTHERS</b>			₱ _____
	<u>Allow other items for which the contractor requires payment to comply with all respect with the provisions of the relevant conditions of the contract particular specifications which are not in the Bills of Quantities.</u>			
1.	_____	unit/s		
2.	_____	unit/s		
3.	_____	unit/s		
	<b>TOTAL BID AMOUNT (VAT Inclusive)</b>			<b>₱</b>

Note: Bidders should put a "0" (zero) or "--" (dash) for any item without bid amount, except those required by law or regulations to be provided for.

TOTAL : PESOS \_\_\_\_\_ (₱ \_\_\_\_\_ )  
(AMOUNT IN WORDS)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Name and Signature of Bidder / Authorized Representative)

\_\_\_\_\_  
(Designation)

\_\_\_\_\_  
(Date)

# CONTRACT AGREEMENT FORM FOR THE PROCUREMENT OF GOODS

*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

---

## CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract



execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of [*total contract price in words and figures*] or such other sums as may be ascertained, [*Named of the bidder*] agrees to [*state the object of the contract*] in accordance with his/her/its Bid.
4. The NATIONAL DEVELOPMENT COMPANY agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. No employer-employee relationship shall exist between NDC and the SUPPLIER. The NDC shall be free from any claims by the CONTRACTOR'S personnel as regards their employment, the same being the responsibility of the Supplier as an employer. In case of a suit where NDC is impleaded as an indirect employer, the Supplier shall defend and protect NDC's interest. Any legal fees and expenses that may be incurred by NDC as a consequence of such claims shall be for the account of the Supplier.
6. No adjustment in the contract price shall be allowed during the term of this CONTRACT except in cases where the cost of the awarded CONTRACT is affected by applicable new law, ordinance, regulation or other act a Government promulgated after the bidding. In which case, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis to the Supplier pursuant to the Sec. 61 of the Implementing Rules and Regulations of RA 9184.
7. The parties shall promptly discuss and strive for an amicable resolution of any issue or dispute that may arise from the Contract.

All actions and controversies that may arise from the Contract including but not limited to demands for specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion. Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be settled in accordance with the applicable provisions of Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.

Whenever necessary to promote Arbitration or to seek judicial relief, NDC and the SUPPLIER agree that any legal action, suit or proceeding arising out of or relating to the Contract may be instituted in any competent court in Makati City, to the exclusion of to the courts of equal jurisdiction.

In the event that NDC is compelled to commence arbitration or to seek judicial relief to enforce the provisions of this Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the Contract price or the amount claimed in the arbitration or judicial action, whichever is higher, aside from the costs of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.

8. The SUPPLIER shall be liable for the following:
  - a. Any and all damages, losses, liabilities, obligation and claims, monetary or otherwise, that may result, arise and accrue from the performance of the Contracted Services or any violation by the SUPPLIER of its warranties, guarantees and undertakings and the terms and condition of this CONTRACT;
  - b. Any and all damages, losses, liabilities, obligations and claims, monetary or otherwise, for any accident or loss of life or injury to third persons or their property arising from, on the occasion of, or in connection with the performance by the SUPPLIER of any of its obligation under this Contract due to the act, omission, fault or negligence of the SUPPLIER or any of its personnel.

The SUPPLIER shall hold NDC free and harmless from any liability for the foregoing damages, losses, obligation and claims; provided, that if NDC shall be charged and be held liable therefore, the Supplier shall defend NDC before any agency, office, tribunal or court, and shall assume such liability principally and directly for the benefit of NDC. If for any reason, NDC is made to pay such damages, losses, obligations and claims, the SUPPLIER shall reimburse NDC of any and all payments that it may make, as well as expenses and costs, including but not limited to litigation expenses and legal fees, that may be incurred by NDC in connection therewith. NDC may, at its sole option, and without prejudice to other remedies, deduct all such payments from any amount that may be due to the SUPPLIER hereunder until they shall have paid in full.

9. Should any of the terms and conditions or any part or clause of this CONTRACT be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this CONTRACT, which shall continue to be in full force effect.
10. This CONTRACT shall be deemed to be made under, and shall be governed by, the laws of the Republic of the Philippines in all respect, including matters of construction, validity and performance.
11. As required under Executive Order (EO) 398, SUPPLIER shall submit income and business tax returns duly stamped received by the Bureau of Internal Revenue (BIR), before entering and during the duration of this CONTRACT. The SUPPLIER, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. The SUPPLIER shall pay taxes in full and on time and that failure to do so will entitle NDC to suspend or terminate this Contract.
12. The PARTIES herein shall abide by the restrictions and requirements of R.A. No. 10173 or the Data Privacy Act of 2012 and any other applicable laws, rules or regulations on acquiring and/or processing any information that may be required in the course of, or as a result of, this contract.

In the event either Party encounters a breach of personal or sensitive personal information which it acquired due to this contract, said Party shall immediately notify the other Party of the same. The CONTRACTOR and NDC reserve their rights to apply security measures to minimize the impact of the breach and report the same to the National Privacy Commission (NPC) for appropriate action.

13. The SUPPLIER covenants that it or any of the officers/personnel shall not, during the duration of this CONTRACT or at any time thereafter, disclose nor furnish to any person, firm or corporation any information relating to the NDC, its officers/personnel, that may be acquired/possessed in the course of the performance of services to NDC, or in the course of their stay within their places of assignment, or as an incident of this CONTRACT.

The SUPPLIER shall ensure that the officers/personnel will comply with this obligation.

14. The failure of NDC to insist upon the strict compliance by the SUPPLIER with any of the terms, condition and covenants of this CONTRACT shall not be deemed a relinquishment or waiver of any rights or remedy that NDC may exercise, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants hereof which shall continue to remain in full force and effect. No waiver by NDC of any of its rights hereunder shall be deemed to have been made unless expressed in writing and signed by NDC through its duly authorized agents

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**ATTY. RHOEL Z. MABAZZA**  
Officer-in-Charge  
**NATIONAL DEVELOPMENT COMPANY**

*[Insert Name and Signature]*  
*[Insert Signatory's Legal Capacity]*  
for:  
*[Insert Name of Supplier]*

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* 2022 at *Makati City*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* 2022.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued], [place issued]*

IBP No. \_\_\_\_\_ *[date issued], [place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of 2022.

## Omnibus Sworn Statement

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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, 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, 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, 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 following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure 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.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.

## Bank Guarantee Form for Advance Payment

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To: *[name and address of PROCURING ENTITY]*  
*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 2 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*



## BID-SECURING DECLARATION

---

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

x-----x

### BID SECURING DECLARATION Project Identification No.: *[Insert Reference number]*

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

I/We<sup>3</sup>, 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 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 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;
  - (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]*.

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<sup>3</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

*[Insert NAME OF BIDDER'S AUTHORIZED  
REPRESENTATIVE]  
[Insert Signatory's Legal Capacity]  
Affiant*

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued], [place issued]*

IBP No. \_\_\_\_\_ *[date issued], [place issued]*

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**PERFORMANCE SECURING DECLARATION**

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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

X-----X

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: *[Insert Reference Number indicated in the Bidding Documents]*

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

I/We, the undersigned, declare that:

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

**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

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

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Series of \_\_\_\_\_

**Statement of All Ongoing Government and Private Contracts Including Contracts Awarded But Not Yet Started, If Any, Whether Similar or Not in Nature and Complexity to the Contract to be Bid**

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

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

Name of the Contract	a. Owner's Name b. Address c. Telephone Nos.	Kinds of Goods	Amount of Contract and Value of Outstanding Contract	a. Date of Contract b. Duration of the Contract c. Expected Date of Completion
<b>Ongoing</b>				
<b>Contracts Awarded But Not Yet Started</b>				

Note: Use additional sheets if necessary.

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

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

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

## Statement of Single Largest Completed Contract (SLCC)

**(Similar to the contract to be bid, within the past five (5) years prior to the date of submission and receipt of bids, the value of which must be at least fifty percent (50%) of the ABC)**

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

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

<u>Name of the Contract</u>	a. <u>Owner's Name</u> b. <u>Address</u> c. <u>Telephone Nos.</u>	<u>Kinds of Goods</u>	<u>Amount of Completed Contract</u>	a. <u>Date of Contract</u> b. <u>Duration of the Contract</u> c. <u>Date of Contract Completion</u>	<u>Certificate of Completion/ Acceptance</u>

Note: Attach certified true copy of Certificate of Completion issued by the client or official receipt(s) for the SLCC.

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

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

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

