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BIDDING DOCUMENTS

Procurement of Air-conditioning Units

ITB No. 2025-02-01

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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.

INVITATION TO BID

PROCUREMENT OF AIR-CONDITIONING UNITS

- The PhilHealth Regional Office II, through the CY 2025 Corporate Operating Budget intends to apply the sum of **One Million Seven Hundred Seventeen Thousand Four Hundred Twenty-Three Pesos and Twenty-Seven Centavos (Php1,717,423.27)** being the Approved Budget for the Contract (ABC) to payment under the contract for the **Procurement of Air-conditioning Units** under **Invitation to Bid No. 2025-02-01** with the following details:

Lot	Item No.	Qty	Unit	Item Description	Unit Cost	Total Cost
1	1	2	Set	AIR CON, Split Type, 2.0 HP Inverter Type Wall Mounted air conditioning unit, 220V, 1 phase including installation (labor & materials)	113,018.84	226,037.68
	2	1	Set	AIR CON, Split Type, 2.5 HP Inverter Type Wall Mounted air conditioning unit, 220V, 1 phase including installation (labor & materials)	129,031.41	129,031.41
	3	3	Set	AIR CON, Floor Mounted Type, 4.0 HP/3.0 TR Inverter Type split package air conditioning unit, 220 V, 1 Phase including installation (labor & materials)	331,702.80	995,108.40
	4	3	Set	AIR CON, Split Type, 1.5 HP Inverter Type Wall Mounted air conditioning unit, 220V, 1 phase including installation (labor & materials)	122,415.26	367,245.78
TOTAL						1,717,423.27

Bids received in excess of the ABC per item and total ABC shall be automatically rejected at the Opening of bids.

- The PhilHealth Regional Office II now invites bids for the above Procurement Project. Delivery and Installation of the Goods is required within **Forty-Five (45) calendar** days upon receipt of the Notice to Proceed. Bidders should have completed, within **Two (2) Years (March 2023 – February 2025)** from the date of submission and receipt of bids, a contract similar to the Project. 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 (RIRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from PhilHealth Regional Office II – Secretariat for the Bids and Awards Committee and inspect the Bidding Documents at the address given below during 8:00 AM - 5:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **March 3-21, 2025 (8:00 AM – 5:00 PM – during weekdays only)** and on **March 24, 2025 (8:00 AM - 8:30 AM)** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of One Thousand Pesos (1,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees through email indicated below.

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

6. The PhilHealth Regional Office II will hold a Pre-Bid Conference on **March 10, 2025, 9:00 AM** at PhilHealth Regional Office II Conference Room, Primark Mall, Rizal Street Corner Aguinaldo Street, Centro 6, Tuguegarao City and/or through video conferencing or webcasting via Microsoft Teams (MS Teams) which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **March 24, 2025, 9:00 AM**. 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.
9. Bid opening shall be on **March 24, 2025, 9:01 AM** at PhilHealth Regional Office II Conference Room, Primark Mall, Rizal Street Corner Aguinaldo Street, Centro 6, Tuguegarao City. Bids will be opened in the presence of the bidders’ representatives who choose to attend through face to face or video conferencing or webcasting via Microsoft Teams (MS Teams).
10. The PhilHealth Regional Office II 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:

ELSA D. BINARAO, Head-Secretariat for the Bids and Awards Committee
NESRENE EMY L. BARICAUA, Member-Secretariat for the Bids and Awards Committee
PhilHealth Regional Office II, Primark Mall, Rizal Street Corner Aguinaldo Street, Centro 6, Tuguegarao City
E-mail address: philhealthro2adm@gmail.com
Website: www.philhealth.gov.ph

12. You may visit the following websites:
For downloading of Bidding Documents:
philgeps.gov.ph & philhealth.gov.ph

March 3, 2025
Date of Issue

ATTY. JOSEPH P. PAUIG
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, PhilHealth Regional Office II wishes to receive Bids for the **Procurement of Air-conditioning Units** with **Invitation to Bid No. 2025-02-01**.

The Procurement Project (referred to herein as “Project”), is composed of 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 in the total amount of **One Million Seven Hundred Seventeen Thousand Four Hundred Twenty-Three Pesos and Twenty-Seven Centavos (Php1,717,423.27)**.

2.2. The source of funding is CY 2025 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 (Various Office Equipment) the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, PhilHealth Regional Office II, Primark Mall, Rizal Street Corner Aguinaldo Street, Centro 6,

Tuguegarao City and/or through videoconferencing/webcasting via Microsoft Teams (MS Teams) 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 **March 2023 to February 2025** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **One Hundred Twenty (120) calendar days after the Opening of Bids and Ten (10) calendar days from the issuance of Notice of Award**, respectively. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as indicated below:

One Project having several items grouped into one lot, which shall be awarded as one contract per lot.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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> <ul style="list-style-type: none"> a. Supply, delivery and installation of Air-conditioning units. b. Completed within March 2023 to February 2025 prior to the deadline for the submission and receipt of bids. <ul style="list-style-type: none"> • Single Largest Completed Contract (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: <p>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.</p>
7.1	Subcontracting is not allowed.
10.1	<p>The first bid envelope shall contain the technical documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).</p> <p>I. TECHNICAL COMPONENT ENVELOPE</p> <p style="text-align: center;">Class “A” Documents</p> <p><u>Legal Documents</u></p> <p><input type="checkbox"/> (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) <u>in accordance with Section 8.5.2 of the IRR;</u></p> <p><u>Technical Documents</u></p> <p><input type="checkbox"/> (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started within (March 2023 to February 2025) if any, similar in nature and complexity to the contract to be bid; <u>and</u></p> <p><input type="checkbox"/> (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid within (March 2023 to February 2025), 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; <u>and</u></p> <p><input type="checkbox"/> (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u></p> <p><input type="checkbox"/> (e) 1. Conformity with the Technical Specifications</p>

	<p>2. Production/delivery schedule 3. Manpower requirements 4. After-sales/parts and</p> <p><input type="checkbox"/> (f) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.</p> <p><u>Financial Documents</u></p> <p><input type="checkbox"/> (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.</p> <p style="text-align: center;">Class "B" Documents</p> <p><input type="checkbox"/> (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.</p>
11	<p>The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).</p> <p>II. FINANCIAL COMPONENT ENVELOPE</p> <p><input type="checkbox"/> (i) Original of duly signed and accomplished Financial Bid Form; and <input type="checkbox"/> (j) Original of duly signed and accomplished Price Schedule(s).</p> <p><u>Other documentary requirements under RA No. 9184 (as applicable)</u></p> <p><input type="checkbox"/> (k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.</p> <p><input type="checkbox"/> (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.</p>
12	<p>The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
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 Thirty Four Thousand Three Hundred Forty Eight Pesos and Forty-Seven Centavos (Php34,348.47) [two percent (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 Eighty Five Thousand Eight Hundred Seventy One Pesos and Sixteen Centavos (Php85,871.16) [five percent (5%) of ABC] if bid security is in Surety Bond.</p>
15	<p>Each Bidder shall submit one (1) mother envelope (marked and sealed) which contains Three (3) envelopes, together with the softcopy (PDF) files which will be placed in a USB Flash Drive. The said softcopy will be use during the bid opening which will be flashed or displayed during the said activity for transparency purposes. The bidder shall make sure that the hardcopies submitted are the same with the softcopy. However, hardcopy submitted shall prevail vis-à-vis the softcopy.</p> <p>The bidder may opt to submit one (1) certified true copy (marked as original copy) and two (2) certified true copies, provided that the original copy will be presented during the post-qualification together with softcopy which are to be saved in a USB Flash Drive.</p> <p>The first envelope shall be labeled as “ORIGINAL BID” containing the “ORIGINAL TECHNICAL COMPONENT” AND “ORIGINAL FINANCIAL COMPONENT” envelopes (each envelopes shall be marked and sealed).</p> <p>The second envelope shall be labeled as “COPY NO. 1” containing the “COPY NO. 1 - TECHNICAL COMPONENT” AND “COPY NO. 1 FINANCIAL COMPONENT” envelopes (each envelopes shall be marked and sealed).</p> <p>The third envelope shall be labeled as “COPY NO. 2” containing the “COPY NO. 2 - TECHNICAL COMPONENT” AND “COPY NO. 2 FINANCIAL COMPONENT” envelopes (each envelopes shall be marked and sealed).</p> <p>The labeled envelopes shall contain the following details:</p> <ol style="list-style-type: none"> 1. Name of the contract to be bid 2. Name and address of the bidder 3. Recipient (PRO II-BAC) and Procuring Entity (PhilHealth Regional Office II) 4. Remarks “Do not open before (Date and time of opening of bids)”
16.1	<p>The address for submission of bids is PhilHealth Regional Office II, Primark Mall, Rizal Street Corner Aguinaldo St, Centro 6, Tuguegarao City.</p> <p>The deadline for submission of bids is March 24, 2025 @ 9:00AM</p>

17	<p>The place of bid opening is PhilHealth Regional Office II Conference Room, Primark Mall, Rizal Street Corner Aguinaldo St, Centro 6, Tuguegarao City.</p> <p>The date and time of bid opening is March 24, 2025 @ 9:01AM.</p>																																												
19.3	<p>The ABC is One Million Seven Hundred Seventeen Thousand Four Hundred Twenty-Three Pesos and Twenty-Seven Centavos (Php1,717,423.27).</p> <p>Any bid with a financial component exceeding the following amount shall not be accepted.</p> <table border="1"> <thead> <tr> <th>Lot</th><th>Item No.</th><th>Qty</th><th>Unit</th><th>Item Description</th><th>Unit Cost</th><th>Total Cost</th></tr> </thead> <tbody> <tr> <td rowspan="4">1</td><td>1</td><td>2</td><td>Set</td><td>AIR CON, Split Type, 2.0 HP Inverter Type Wall Mounted air conditioning unit, 220V, 1 phase including installation (labor & materials)</td><td>113,018.84</td><td>226,037.68</td></tr> <tr> <td>2</td><td>1</td><td>Set</td><td>AIR CON, Split Type, 2.5 HP Inverter Type Wall Mounted air conditioning unit, 220V, 1 phase including installation (labor & materials)</td><td>129,031.41</td><td>129,031.41</td></tr> <tr> <td>3</td><td>3</td><td>Set</td><td>AIR CON, Floor Mounted Type, 4.0 HP/3.0 TR Inverter Type split package air conditioning unit, 220 V, 1 Phase including installation (labor & materials)</td><td>331,702.80</td><td>995,108.40</td></tr> <tr> <td>4</td><td>3</td><td>Set</td><td>AIR CON, Split Type, 1.5 HP Inverter Type Wall Mounted air conditioning unit, 220V, 1 phase including installation (labor & materials)</td><td>122,415.26</td><td>367,245.78</td></tr> <tr> <td colspan="6">TOTAL</td><td>1,717,423.27</td></tr> </tbody> </table> <p>Bids received in excess of the ABC per item and total ABC shall be automatically rejected at the Opening of bids.</p>						Lot	Item No.	Qty	Unit	Item Description	Unit Cost	Total Cost	1	1	2	Set	AIR CON, Split Type, 2.0 HP Inverter Type Wall Mounted air conditioning unit, 220V, 1 phase including installation (labor & materials)	113,018.84	226,037.68	2	1	Set	AIR CON, Split Type, 2.5 HP Inverter Type Wall Mounted air conditioning unit, 220V, 1 phase including installation (labor & materials)	129,031.41	129,031.41	3	3	Set	AIR CON, Floor Mounted Type, 4.0 HP/3.0 TR Inverter Type split package air conditioning unit, 220 V, 1 Phase including installation (labor & materials)	331,702.80	995,108.40	4	3	Set	AIR CON, Split Type, 1.5 HP Inverter Type Wall Mounted air conditioning unit, 220V, 1 phase including installation (labor & materials)	122,415.26	367,245.78	TOTAL						1,717,423.27
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20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following:</p> <ol style="list-style-type: none"> 1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); 																																												

	<ol style="list-style-type: none"> 2. Certificate of Good Standing from; 3. Certificate of Good Standing from PAG-IBIG; 4. Certificate of Good Standing from Social Security System(SSS); 5. Valid Mayor's Permit, DTI Registration/SEC Registration/CDA Registration, whichever is applicable, 6. Tax Clearance; and 7. The bidder's audited financial statements, showing, among others, the bidder'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. <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 RIRR of RA 9184.</p>
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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**.

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. *{[Include if Framework Agreement will be used:] 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 Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring

Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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>●The Procuring Entity is PhilHealth Regional Office II, Rizal Street Corner Aguinaldo Street, Centro 6, Tuguegarao City.</p> <p>●The Supplier is</p> <hr/> <p><i>(Note: To be inserted at the time of contract award)</i></p> <p>●The Funding Source is:</p> <p>The Government of the Philippines (GOP) through CY 2025 Corporate Operating Budget in the amount of One Million Seven Hundred Seventeen Thousand Four Hundred Twenty-Three Pesos and Twenty-Seven Centavos (Php1,717,423.27).</p> <p>Special Conditions of the Contract:</p> <p>The contracting parties undertake to comply with Office Order No. 0018-2015 entitled “Reiteration of PhilHealth No Gift Policy Revision (1)” which is deemed incorporated into this contract. Specifically stated, “No PhilHealth personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group, association, or juridical entity, whether from the Public or private sector, at anytime, on or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest”.</p> <p>The parties shall maintain strict confidentiality on any information accessed from the PhilHealth database or provided by PhilHealth. This condition shall apply even after the contract ends. The Supplier or any of its representatives shall not disclose any proprietary or confidential information to anyone relating to PhilHealth or to this agreement without prior written consent from PhilHealth.</p>
	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p>

[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered *[indicate place of destination]*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

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

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is *[indicate name(s)]*.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- 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
- 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.
- f. additional incidental service requirements as requested by PhilHealth Regional Office II.

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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:

	<p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of Five (5) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>

	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>
	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2	No Advance payment is allowed.
3	Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall

	furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.
4	The inspections and tests that will be conducted are: 1. Inspection will be done during the actual delivery and installation of the items, and 2. Test will be done during the actual delivery and installation of the items.
5	“No further Instructions”.
6	“No further Instructions”.

Section VI. Schedule of Requirements

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

Lot	Item No	Total Qty	Unit	Item Description	Delivered, Weeks/Months
1	1	2	Set	AIR CON, Split Type, 2.0 HP Inverter Type Wall Mounted air conditioning unit, 220V, 1 phase including installation (labor & materials)	Within 45 calendar days from receipt of the Notice to Proceed (NTP)
	2	1	Set	AIR CON, Split Type, 2.5 HP Inverter Type Wall Mounted air conditioning unit, 220V, 1 phase including installation (labor & materials)	Within 45 calendar days from receipt of the Notice to Proceed (NTP)
	3	3	Set	AIR CON, Floor Mounted Type, 4.0 HP/3.0 TR Inverter Type split package air conditioning unit, 220 V, 1 Phase including installation (labor & materials)	Within 45 calendar days from receipt of the Notice to Proceed (NTP)
	4	3	Set	AIR CON, Split Type, 1.5 HP Inverter Type Wall Mounted air conditioning unit, 220V, 1 phase including installation (labor & materials)	Within 45 calendar days from receipt of the Notice to Proceed (NTP)

I HEREBY CERTIFY AND COMPLY TO THE SCHEDULE OF DELIVERY.

(Printed Name & Signature of Bidder)

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>

1 Lot Air-Conditioning Units					
Item No.	Qty	Unit	Item Description		Statement of Compliance
1	2	Set	AIR CON, Split Type, 2.0 HP Inverter Type Wall Mounted air conditioning unit, 220V, 1 phase including installation (labor & materials)		
			Details	Minimum Requirements	
			Indoor Unit		
			Unit Model	Inverter	
			Unit Type	Wall Mounted	
			Normal Cooling Capacity	Ranges from 23,200 to 25,000 BtuH	
			Type of Blower	Centrifugal	
			Electrical Characteristics:		
			a. Voltage	220V	
			b. Phase	Single (1) phase compressor	
			c. Frequency	60 Hz	
			Type of Control	Wireless Remote	
			Air Filter	Washable	
			Outdoor Unit		
			Type of Compressor	Scroll/Rotary	
			Refrigerant	R-410A	
			Condenser Air Discharge	Horizontal	
			ACCU Fan Type	Propeller	
			ACCU Fan Motor	Totally Enclosed	
			Service Valves	Suction & Liquid Lines	
			Safety Control	High & Low Pressure Control	
			Electrical Characteristics:		
			a. Voltage	220V	
			b. Phase	Single (1) phase compressor	
			c. Frequency	Hz	
2	1	Set	AIR CON, Split Type, 2.5 HP Inverter Type Wall Mounted air conditioning unit, 220V, 1 phase including installation (labor & materials)		
			Details	Minimum Requirements	
			Indoor Unit		
			Unit Model	Inverter	
			Unit Type	Wall Mounted	
			Normal Cooling Capacity	Ranges from 23,200 to 25,000 BtuH	
			Type of Blower	Centrifugal	
			Electrical Characteristics:		
			a. Voltage	220V	
			b. Phase	Single (1) phase compressor	
			c. Frequency	60 Hz	
			Type of Control	Wireless Remote	
			Air Filter	Washable	
			Outdoor Unit		
			Type of Compressor	Scroll/Rotary	
			Refrigerant	R-410A	

			Condenser Air Discharge	Horizontal	
			ACCU Fan Type	Propeller	
			ACCU Fan Motor	Totally Enclosed	
			Service Valves	Suction & Liquid Lines	
			Safety Control	High & Low Pressure Control	
			Electrical Characteristics:		
			a. Voltage	220V	
			b. Phase	Single (1) phase compressor	
			c. Frequency	60Hz	
3	3	Set	AIR CON, Floor Mounted Type, 4.0 HP/3.0 TR Inverter Type split package air conditioning unit, 220 V, 1 Phase including installation (labor & materials)		
			Details	Minimum Requirements	
			Indoor Unit		
			Unit Model	Inverter	
			Unit Type	Split type (Floor mounted)	
			Normal Cooling Capacity	36,000 BtuH	
			Type of Blower	Centrifugal	
			Electrical Characteristics:		
			a. Voltage	220V	
			b. Phase	Single (1) phase compressor	
			c. Frequency	60 Hz	
			Type of Control	Wireless Remote	
			Air Filter	Washable	
			Outdoor Unit		
			Type of Compressor	Scroll/Rotary	
			Refrigerant	R-410A	
			Condenser Air Discharge	Horizontal	
			ACCU Fan Type	Propeller	
			ACCU Fan Motor	Totally Enclosed	
			Service Valves	Suction & Liquid Lines	
			Safety Control	High & Low Pressure Control	
			Electrical Characteristics:		
			a. Voltage	220V	
			b. Phase	Single (1) phase compressor	
			c. Frequency	60Hz	
4	3	Set	AIR CON, Split Type, 1.5 HP Inverter Type Wall Mounted air conditioning unit, 220V, 1 phase including installation (labor & materials)		
			Details	Minimum Requirements	
			Indoor Unit		
			Unit Model	Inverter	
			Unit Type	Wall Mounted	
			Normal Cooling Capacity	Ranges from 11,200 to 13,000 BtuH	
			Type of Blower	Centrifugal	
			Electrical Characteristics:		
			a. Voltage	220V	
			b. Phase	Single (1) phase compressor	
			c. Frequency	60 Hz	
			Type of Control	Wireless Remote	

			Air Filter	Washable	
			Outdoor Unit		
			Type of Compressor	Scroll/Rotary	
			Refrigerant	R-410A	
			Condenser Air Discharge	Horizontal	
			ACCU Fan Type	Propeller	
			ACCU Fan Motor	Totally Enclosed	
			Service Valves	Suction & Liquid Lines	
			Safety Control	High & Low Pressure Control	
			Electrical Characteristics:		
			a. Voltage	220V	
			b. Phase	Single (1) phase compressor	
			c. Frequency	60Hz	

TERMS AND CONDITIONS	Statement of Compliance
<p>III. Approved Budget of the Contract (ABC)</p> <p>A. The approved budget for the contract is One Million Seven Hundred Seventeen Thousand Four Hundred Twenty-Three Pesos and Twenty-Seven Centavos (Php1,717,423.27)</p> <p>B. The bid proposal must reflect the unit price per item which should not exceed the approved unit cost in the Annual Procurement Plan as shown in the table above.</p>	
<p>IV. INSTALLATION:</p> <p>A. Refrigerant Piping:</p> <ol style="list-style-type: none"> 1. Copper Pipes – Soft drawn pipes, 0.028” wall thickness for 3/4” dia. and below. Hard drawn type M or L for 7/8” dia. And above 2. Insulation – closed cell elastomeric rubber with thickness of 1” for Gas Line and 3/4” for Liquid Line; 3. Copper Elbow – Long Radius; 4. Wrap refrigerant pipes with polyethylene tape. <p>B. Electrical Control Lines:</p> <ol style="list-style-type: none"> 1. PVC Electrical conduit from FCU to ACCU; 2. Liquid Tight Flexible Conduit from ACCU to Service Circuit Breaker. Use Liquid tight fitting connections; 3. ACCU Service Circuit Breaker must be Common Trip Bolt-on type for three phase or single phase power supply with NEMA 3R enclosure whichever is applicable; 4. Wires – Stranded THWN or THHN. <p>C. Drain Lines:</p> <ol style="list-style-type: none"> 1. Use 1” diameter Sch. 40 PVC pipes for 3.0 TR & 5.0 TR air-conditioning units and for ceiling mounted and cassette type of air-conditioning units regardless of cooling capacity. 2. Use 3/4” diameter Sch. 40 PVC pipes for split type wall mounted air-conditioning units not to exceed 20 feet total length of drain line. If drain line exceeds 20 feet use 1” diameter Sch. 40 PVC pipes; 	

<p>3. Provide pipe insulations at a minimum of 3/4" thickness for drain line passing inside ceiling and unconditioned space. Provide proper slope on every drain lines.</p> <p>D. Steel Brackets or Mounting:</p> <ol style="list-style-type: none"> 1. If applicable, provide steel mounting for FCU at minimum height of 4 inches; 2. Provide L-type or base steel mounting support for ACCU, whichever is necessary; 3. Material – 1 1/2" x 1 1/2" x 3/16" (5mm) thick Angle Steel Bar welded on joints; 4. For multiple ACCUs, provide steel platform of suitable thickness and wide. Submit shop drawing of steel platform for approval. 5. Fasten steel supports and platforms on walls using suitable grip anchors; 6. Apply epoxy primer paint on all steel supports and platforms. <p>E. Testing and Commissioning:</p> <ol style="list-style-type: none"> 1. Refrigerant pipes should be leak tested using nitrogen gas for a minimum of 24 hours at 50% more than the operating pressure (1.5 times the operating pressure) but not to exceed 600 psig prior to opening of service valves; 2. Dehydration of system using suitable vacuum pump should be done at a minimum of 2 hours; 3. During the start-up of unit, conduct readings on voltage, amperage and system pressure. Reading should be within the norms prescribed by the manufacturer as indicated in the start-up form; 4. During the testing and commissioning, set the unit thermostat temperature at 22 or 23 degrees Celsius and conduct readings on FCU and ACCU air discharge temperature, ambient temperature, system pressure readings, unit amperage and line voltage for a minimum of 6 hours; 5. Qualified Technician should fill up properly the start-up form of every unit by showing all the readings taken during the testing and commissioning; 6. Testing and commissioning should be done in the presence of PHIC representative. <p>F. Conditions:</p> <ol style="list-style-type: none"> 1. Equipment should contain Specification Plate showing the model, cooling capacity, electrical characteristics and other pertinent data for proper verification and checking; 2. Submit sample of materials to be used in the installation for approval; 3. Provide pipe support with equal distances and in orderly manner; 4. All installation works shall be done in accordance with the standard engineering practices; 5. Provide adequate power supply from source or MDP should there be no available or existing power supply for the unit to be installed. Materials to be used should be the same with that of the Electrical control lines; 6. Provide air deflectors for proper discharging of condensed air if necessary. <p>G. WIRES</p> <p>Wiring from the outdoor unit to the panel board or power house shall be provided by the supplier.</p>	
<p>V. SUPPLY, DELIVERY, INSTALLATION AND TESTING SCHEDULE OF AIRCONDITIONING UNITS</p> <p>The nine (9) units of air conditioning equipment shall be delivered to the PhilHealth Regional Office for inspection and acceptance. The delivery and</p>	

<p>installation period of the same shall be forty-five (45) calendar days upon issuance of the Notice to Proceed (NTP):</p> <p>All expenses to be incurred relative to the delivery and installation of the above-mentioned Air-conditioning Units to the PhilHealth Regional Office II and Local Health Insurance Offices (LHIOs) shall be at the expense of the winning bidder. A penalty of one-tenth (1/10) of one (1) percent (%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the PHIC authorized representatives.</p> <p>5.1 The proponent should provide the description of said equipment. The breakdown of parts (with serial numbers).</p> <p>5.2 The proponent should provide all user manuals, technical materials, system manuals, troubleshooting and installation guide.</p> <p>5.3 The proponent must indicate the details of installation for the entire project. Both parties will determine the installation and implementation of the other services based upon the agreed schedule. Implementation will immediately commence upon the issuance of the Notice to Proceed. The winning proponent shall guarantee the installation and testing of the equipment for seven (7) days after the delivery of the same.</p>	
<p>VI. WARRANTY</p> <p>6.1 The warranty for the delivered Air-conditioning Units shall be for a period of five (5) years.</p> <p>6.2 The quarterly preventive maintenance of air-conditioning units shall be provided by the winning bidder during the duration of the warranty period.</p> <p>6.3 The supplier must be affiliated with a local service center that will provide free technical services within the warranty period.</p>	
<p>VII. TECHNICAL ASSISTANCE</p> <p>7.1 The proponent should be able to provide a technical team and dedicated personnel who will be tasked with the supply, delivery, installation testing and maintenance of the equipment. This team shall be composed of a project manager and support staff (all references should be listed to validate information).</p> <p>7.2 During the period of the project, the proponent team should successfully provide technical assistance for maintenance and support.</p> <p>7.3 The winning bidder should coordinate with ENGR. JONATHAN L. PARALLAG or ENGR. VICENTE Q. PINGAD regarding the technical support and other matters after awarding of the project in order to facilitate a faster response with the needed support.</p>	
<p>VIII. AFTER SALES SUPPORT</p> <p>8.1 After Sales Support, the supplier should be able to present a certification from the manufacturer, the list of certified Service Engineers or Technicians. The supplier shall designate a certified Service Engineer or Technician (company name,</p>	

contact person and phone number) out of the list provided by manufacturer. All service units should be of equal/ superior specification to that of the delivered units.

8.2 A seven (7) hours a day and five (5) times a week (7x5) on-call and on-site support must be made available to PHIC. If any of the delivered AC equipment malfunctions, the PRO General Services Unit shall forward the encountered problem to the designated certified Service Engineer/Technician/ Authorized Service Center via e-mail / facsimile and helpdesk (phone).

The Service Response Time			Issuance of Service Units (SU)	
On Call	On Site	Remarks	Replacing the Units thru Service Units	Remarks
8am to 5 pm	5 pm, next business day (On site cut-off period)	The on-site service engineer should be able to provide recommendation within the cut-off period. Penalty shall be imposed if lapses occurred after the cut-off period.	Within 48 hours after the On Site cut-off period of the Service Responses Time	A penalty shall be imposed if lapses occurred after 48 hours cut-off Period

The winning bidder shall provide a **Local Service Center (LSC)** (from Tuguegarao City or any LSC from the Region) which will be responsible in troubleshooting AC equipment problems ranging from simple to complex.

8.3 A strict implementation of one-tenth (1/10) of one (1) percent (%) penalty of the unit price of the defective item shall be imposed for every day of delay on service response time / issuance of service unit. To properly monitor or validate the performance of the Service Engineer or Technician, he/she is required to provide a service/ job order form indicating the current date, time and the transaction transpired in the PhilHealth Regional Office II (where the support service from the supplier is conducted.) As soon as the Engineer had checked and declared that the defective unit/s cannot be repaired within the service response time or on-site cut-off period, the service units should be made available within the next 48 hours. Any movement of the service unit/s and malfunctioned/repared unit/s shall be charged against the account of the winning supplier. The assigned Service Engineer should be able to determine on-site if defective equipments/s is/are under warranty or not. But, once the defective unit/s has/have been pulled-out by the Service Engineer or the supplier's representative, the said units will be declared as repaired and all cost shall be charged to the winning supplier. If the malfunctioned unit cannot be repaired after 15 working days from the time said unit had been pulled-out for repair, the said unit shall be replaced with a new unit (should be equal or higher specification).

XI. DOCUMENTATION

<p>The bidder must provide user system manuals and technical materials/brochures for each device.</p>	
<p>X. ACCEPTANCE</p> <p>PhilHealth Regional Office II technical personnel must review and approve the installation and testing conducted by the vendor based on the test and actual results submitted. All deliverables mentioned above should be checked by PhilHealth Regional Office II and complied by the vendors before final acceptance and turn-over of the project.</p>	
<p>XI. DELIVERY ADDRESS & SCHEDULE</p> <p>The winning bidder must deliver the brand new office equipment, furniture and fixtures not more than forty five (45) calendar days after the issuance of the Notice to Proceed (NTP). A strict implementation of one-tenth (1/10) of one (1) percent (%) penalty of the unit price shall be imposed for every day of delay. All of the above-mentioned items shall be delivered to the PhilHealth Regional Office II, Primark Mall, Rizal Street Corner Aguinaldo St., Centro 6, Tuguegarao City.</p>	

I HEREBY CERTIFY AND COMPLY TO THE TECHNICAL SPECIFICATIONS:

(Printed Name & Signature of Bidder)

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

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started within **(March 2023 to February 2025)** if any, similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid **within (March 2023 to February 2025)**, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) 1. Conformity with the Technical Specifications
2. Production/delivery schedule
3. Manpower requirements
4. After-sales/parts; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class “B” Documents

- ☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; **or** duly notarized statements from all the

potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

I. FINANCIAL COMPONENT ENVELOPE

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

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

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

REQUIRED FORMS AND TEMPLATES

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but not yet Started, if any

[Date]

The Chairperson, BAC
PhilHealth Regional Office II
Primark Mall, Aguinaldo corner Rizal Streets, Tuguegarao City

Dear Sir,

In compliance with the eligibility requirements for the bidding of the (name of Project), this is to certify that *[name and complete address of Bidder]* has the following on-going government and private contracts. [including contracts awarded but not yet started]:

Tab No.	Name of Contract	Date of Contract	Amount of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Total Contract Value at Award (in PhP)	[Estimated] Date of Completion	Value of Outstanding Works, if applicable (in PhP)

Yours sincerely,

[Signature over printed name of Authorized Representative]

[Title]

[Name of Company]

Statement of Single Largest Completed Contract (SLCC)

[Date]

The Chairperson, BAC
PhilHealth Regional Office II
Primark Mall, Aguinaldo corner Rizal Streets, Tuguegarao City

Dear Sir,

In compliance with the eligibility requirements for the bidding of the _(Project Name)_, this is to certify that *[name and complete address of Bidder]* has the following completed government and private contracts:

Tab No.	Name of Completed Contract	Date of Contract	Contract Duration	Amount of Contract	Owner's Name and Address	Definition or Description of the Similar project or major categories of work	Date of Completion	Supporting Documents submitted (End-User's Acceptance or Official Receipt(s) or Sales Invoice

Yours sincerely,

[Signature over printed name of Authorized Representative]

[Title]

[Name of Company]

Note: This statement shall be supported by the **end-user's acceptance or Official Receipt(s) or Sales Invoice**. These supporting documents shall be numbered and tabbed in the same sequence as the list of contracts appears in this statement.

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

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

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Project Identification No. : _____ Date: _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

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

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:

Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:

