NATIONAL DEVELOPMENT COMPANY

PROCUREMENT FOR THE SUPPLY OF LABOR, TOOLS, MATERIALS, AND EQUIPMENT FOR THE PREVENTIVE MAINTENANCE (PM) OF DIRECT EXPANSION PACKAGED-TYPE AIR HANDLING UNITS (AHU) WITH AIR-COOLED CONDENSER UNITS (ACU) AT THE INDUSTRY AND INVESTMENTS (I&I) AND NATIONAL DEVELOPMENT COMPANY (NDC) BUILDINGS

PROJECT REFERENCE NO:
MR25-06-077 & MR25-06-089

APPROVED BUDGET:
₱ 1,380,000.00

NDC Building, 116 Tordesillas Street
Salcedo Village, Makati City

Sixth Edition
July 2020

Preface

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

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

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

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

a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.

b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations ……4
Section I. Invitation to Bid……..7
Section II. Instructions to Bidders……...11
1. Scope of Bid ……12
2. Funding Information……12
3. Bidding Requirements …… 12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices…….. 12
5. Eligible Bidders…… 13
6. Origin of Goods …….. 13
7. Subcontracts …… 13
8. Pre-Bid Conference …… 13
9. Clarification and Amendment of Bidding Documents …… 13
10. Documents comprising the Bid: Eligibility and Technical Components ……14
11. Documents comprising the Bid: Financial Component ……... 14
12. Bid Prices ……14
13. Bid and Payment Currencies ……15
14. Bid Security …… 15
15. Sealing and Marking of Bids ……15
16. Deadline for Submission of Bids ……16
17. Opening and Preliminary Examination of Bids …….. 16
18. Domestic Preference …… 16
19. Detailed Evaluation and Comparison of Bids …… 16
20. Post-Qualification …… 17
21. Signing of the Contract …… 17
Section III. Bid Data Sheet ……..18
Section IV. General Conditions of Contract ……...……..23
1. Scope of Contract …… 24
2. Advance Payment and Terms of Payment …….. 24
3. Performance Security …… 24
4. Inspection and Tests …… 24
5. Warranty …… 25
6. Liability of the Supplier …….. 25
Section V. Special Conditions of Contract ……26
Section VI. Schedule of Requirements ……....31
Section VII. Technical Specifications ……36
Section VIII. Checklist of Technical and Financial Documents ……..46

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender.* (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR THE PUBLIC BIDDING FOR THE PROCUREMENT OF SUPPLY OF LABOR, TOOLS, MATERIALS, AND EQUIPMENT FOR THE PREVENTIVE MAINTENANCE (PM) OF DIRECT EXPANSION PACKAGED-TYPE AIR HANDLING UNITS (AHU) WITH AIR-COOLED CONDENSER UNITS (ACU) AT THE INDUSTRY AND INVESTMENTS (I&I) AND NATIONAL DEVELOPMENT COMPANY (NDC) BUILDINGS

1. The *National Development Company (NDC)*, through the *Approved NDC Corporate Operating Budget (COB) for the Fiscal Year 2025* intends to apply the sum of:

	PARTICULARS	ABC
LOT NO. 1 – I&I BUILDING		
MR25-06-077	Supply of Labor, Tools, Materials, and Equipment for the Preventive Maintenance (PM) of Direct Expansion Packaged-Type Air Handling Units (AHU) with Air-cooled Condensing Units (ACU) at the Industry and Investments (I&I) Building	₱ 480,000.00
LOT NO. 2 – NDC BUILDING		
MR25-06-089	Supply of Labor and Materials for the Preventive Maintenance of Various Packaged-Type Centralized Aircon Units at the NDC Building	₱ 900,000.00
	Total ABC	**₱ 1,380,000.00**

being the ABC to payments under the contract for each lot. The prospective bidder may bid for one (1) or all lots. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The *NDC* now invites bids for the above Procurement Project. Delivery of the Goods is required ***every quarter for a period of one (1) year***. Bidders should have completed, within *the last five (5) years* 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 (IRR) 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 *NDC Bids and Awards Committee (BAC) Secretariat* and inspect the Bidding Documents at the address given

below during ***office hours between 9:00 am to 5:00 pm from August 20 to September 17, 2025 and 8:00 am to 12:00 nn of September 18, 2025***.

7th Floor, NDC Building
116 Tordesillas Street, Salcedo Village
Makati City

5. A complete set of Bidding Documents may be acquired by interested Bidders on the same schedule for the inspection of Bidding Documents from the above-stated address and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (₱5,000.00)** to the NDC Cashier located at the 7th floor, NDC Building. The method of payment will be cash.

6. The *NDC* will hold a Pre-Bid Conference[1] on ***September 5, 2025, 10:00 am*** through video conferencing or webcasting *via Zoom,* which shall be open to prospective bidders. The meeting link will be provided on or before the scheduled pre-bid conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the 7th Floor NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City on or before 12:00 nn on September 18, 2025 (7th Floor, NDC Clock). Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on *September 18, 2025, 1:00 pm* at the ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Late bids shall not be accepted.

10. ***All prospective bidders shall also submit a scanned copy (in USB flash drive), in pdf format and password protected all the copies of their submitted documents (Eligibility, Technical and Financial). Submitted scanned copies of the documents must be identical to the submitted hard copies. Discrepancy to the submitted pdf copies and hard copies might lead to disqualification. Password shall be disclosed by the bidder during the eligibility check and opening of bids.***

11. The *NDC* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

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

MR. JOHNIEREY A. CUETO
Head, BAC Secretariat
National Development Company
7th Floor, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City
Tel. Nos.: (02) 8840-4838 to 47 local 232
Fax No.: (02) 8840-4862
E-mail Address: jacueto@ndc.gov.ph
NDC website: www.ndc.gov.ph

13. You may visit the following websites:

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

AUGUST 20, 2025

(signed)
AGM LEOPOLDO JOHN F. ACOT
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *National Development Company* wishes to receive Bids for the ***Procurement of Supply of Labor, Tools Materials, and Equipment for the Preventive Maintenance (PM) of Direct Expansion Packaged-Type Air Handling Units (AHU) with Air-cooled Condenser Units (ACU) at the Industry and Investments (I&I) and National Development Company Buildings,*** with identification number ***MR25-06-077 and MR25-06-089.***

The Procurement Project (referred to herein as "Project") is composed two (2) lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Fiscal Year 2025* in the amount of *One Million Three Hundred Eighty Thousand Pesos (₱1,380,000.00).*

2.2. The source of funding is:

GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *the last five (5) years* prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in the **BDS.**

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in the **BDS.**

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[2] 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 *January 16, 2026.* Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items, which shall be awarded as separate contracts per item.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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	
1.0	The Procuring Entity, *National Development Company* wishes to receive Bids for the ***Procurement of Supply of Labor, Tools Materials, and Equipment for the Preventive Maintenance (PM) of Direct Expansion Packaged-Type Air Handling Units (AHU) with Air-cooled Condenser Units (ACU) at the Industry and Investments (I&I) and National Development Company Buildings***, with identification number ***MR25-06-077 and MR25-06-089***.
2.0	The Funding Source is: The Government of the Philippines (GOP) through the Approved NDC Corporate Operating Budget for the Fiscal Year 2025 in the amount of One Million Three Hundred Eighty Thousand Pesos (₱ 1,380,000.00).
5.3	The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC for each lot to be bid. For this purpose, contracts similar to the Project shall be: a. Preventive Maintenance of Air-conditioning Units and/or Repair and Maintenance of Air-conditioning Units b. Completed within *the last five (5) years* prior to the deadline for the submission and receipt of bids.
8.0	The Procuring Entity will hold a pre-bid conference for this Project September 5, 2025, 10:00 am through videoconferencing/webcasting.
9.0	The Procuring Entity's address is: NDC Building, 116 Tordesillas Street Salcedo Village, Makati City The name of contact person is: MR. JOHNIEREY A. CUETO Head, BAC Secretariat National Development Company Tel. Nos.: (02) 8840-4838 to 47 local 232 Fax No.: (02) 8840-4862 E-mail Address: jacueto@ndc.gov.ph NDC website: www.ndc.gov.ph
7.1	*Subcontracting is not allowed.*
12	The price of the Goods shall be quoted DDP *[state place of destination]* or the applicable International Commercial Terms (INCOTERMS) for this Project.

10.2	Statement of **All On-Going** Government and Private Contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. Statement of **Single Largest Completed Contract (SLCC)** similar to the contract to be bid, within the past five (5) years prior to the date of submission and receipt of bids, the value of which must be equivalent to at least fifty percent (50%) of the ABC of each lot to be bid. The Bidder shall attach certified true copy of Certificate of Satisfactory Completion or Official Receipt of Final Payment issued by the client for the SLCC listed in the Statement of SLCC.
11.1	Include detailed computation of bid using format in **Section VIII (Checklist of Technical and Financial Documents)** for the Supply of Labor, Tools, Materials, and Equipment for the Preventive Maintenance of Various Packaged-Type Centralized Aircon Units at the NDC and I & I Buildings. Bidders must also provide a soft copy of the Detailed Financial Bid in Microsoft Excel format showing the formula used in the computation of the costs. **USB flash drive** containing the soft copy of the detailed financial bid should be enclosed in the Financial Component Envelope.
13.1	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than *Twenty-Seven Thousand Six Hundred Pesos (₱27,600.00) two percent (2%) of the total ABC*, *or Eighteen Thousand Pesos (₱18,000.00) for LOT 1 or Nine Thousand Six Hundred Pesos (₱9,600.00) for LOT 2*, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than *Sixty-Nine Thousand Pesos (₱69,000.00) five percent (5%) of the total ABC*, *or Forty-Five Thousand Pesos (₱45,000.00) for LOT 1 or Twenty-Four Thousand Pesos (₱24,000.00) for LOT 2*, if bid security is in Surety Bond.
14.2	Bid security shall be valid until January 16, 2026.
15.0	Each bidder shall submit in one envelope the following: a) one (1) Original or Certified True Copy, b) two (2) copies of the first and second components of its bid, and c) USB containing the PDF copy, password protected, of the Original Documents. The original copy of the documents which cannot be submitted should be stamped and signed as "Certified True Copy of the Original" by the duly authorized representative of the bidder. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16.1	The address for submission of bids is: The Bids and Awards Committee 7th Floor, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City. The deadline for submission of bids is 12:00 nn on September 18, 2025 (7th Floor NDC Clock).
17.1	The place of bid opening is ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City. The date and time of bid opening is 1:00 pm on September 18, 2025.
19.2	Partial bid is allowed. The goods are per unit basis and not grouped in a single lot for the purpose of bidding, evaluation, and contract award.
19.3	The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows: **NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.** The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR. For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statements prepared in accordance with international financial reporting standards. If the prospective bidder opts to submit a committed Line of Credit from Universal or Commercial Bank, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.
19.5	The Bidder shall submit any of the following: 1. **NFCC computation** in accordance with ITB Clause 5.5 **and 2022 Audited Financial Statements**, showing, among others, the bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions**; or** **A committed Line of Credit from a Universal or Commercial Bank** which must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

20.2	A. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements: 1. Documents listed in "Annex A" of the Certificate of PhilGEPS registration; 2. Latest Income and business tax returns filed and taxes paid through the BIR Electronic Filing and Payments System (eFPS) – within the last six (6) months preceding the date of bid submission; and 3. An Undertaking duly signed by an authorized representative and notarized, stating to submit the appropriate licenses and permits as required by law. B. Certified True Copy signed by the BIR with documentary stamps of Item A.2. above to be submitted within seven (7) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB. Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
21.2	*No additional requirement.*

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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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	**Delivery and Documents –** 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: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered [*indicate place of destination*]. In accordance with INCOTERMS." *[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 are: *Ms. Sarah Grace B. Macailing, Administrative Services Officer VI for NDC Building and Mr. John Albert E. Engaño, Development Management Officer IV for the I & I Building.* **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.

	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: i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of ***three (3) times the warranty period***. Spare parts or components shall be supplied as promptly as possible, but in any case, within 30 days of placing the order.
	Packaging – 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.

	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. The outer packaging must be clearly marked on at least four (4) sides as follows: 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
	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. **Transportation –** 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. 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. 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. 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. **Intellectual Property Rights –** 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.
5.2	The period for correction of defects in the warranty period is within 24 hours upon receipt of notice from NDC.
6.0	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

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 Number	Description	Quantity	Total	Delivered, Weeks / Months
1.	**MR25-06-077 – I&I Building** Supply of Labor, Tools, Materials, and Equipment for the Preventive Maintenance (PM) of the Direct Expansion Packaged-Type Air Handling Units (AHU) with Air-cooled Condenser Units (ACU) at the Industry and Investment (I&I) Building	1 lot	**₱ 480,000.00**	Quarterly Preventive Maintenance for One (1) Year
2.	**MR25-06-089 – NDC Building** Supply of Labor and Materials for the Preventive Maintenance of Various Packaged-Type Centralized Aircon Units at the NDC Building	1 lot	**₱ 900,000.00**	Quarterly Preventive Maintenance for One (1) Year

1. **LOT 1 – MR25-06-077 –** Location: 4F and 5F I&I Building

I. SCOPE OF WORK:

Coverage of Preventive Maintenance at the I&I Building:

ITEM	DESCRIPTION/LABEL	LOCATION	QUANTITY
1	Brand: INTERKLIMA 20TR Direct Expansion, Packaged-Type AHU with ACU	Fifth Floor	2 systems
2	Brand: INTERKLIMA 25TR Direct Expansion, Packaged-Type AHU with ACU	Fifth Floor	2 systems
3	Brand: INTERKLIMA 20TR Direct Expansion, Packaged-Type AHU with ACU	Fourth Floor	1 system
4	Brand: INTERKLIMA 25TR Direct Expansion, Packaged-Type AHU with ACU	Fourth Floor	1 system
	Total		6 systems

A. On-call service check-up
   A. Upon receiving an incident report, the contractor shall pay a visit to inspect the unit/s within Forty-Eight (48) Hours.
   B. Three (3) days after the visit, the contractor shall provide a report with recommendations and quotation if necessary.
   C. In case the Contractor is unable to inspect and provide recommendation/quotation, corresponding penalty will be applied.

B. Quarterly Maintenance
   1. Check-up refrigerant and oil charge. Check for leaks and recommend corrective measures. (Repair of leaks will be covered by a separate proposal). Add refrigerant and oil as necessary. (Refrigerant and oil are to be supplied by the owner-NDC)
   2. Log the following pressure, temperature and room condition readings:
      a. Suction pressure
      b. Discharge pressure
      c. Oil pressure (if applicable)
      b. Voltage rating
      c. Current draw (all motorized parts)
      d. Room humidity reading (if applicable)
      e. Room temperature reading
      f. Air pressure differential switch (if applicable)
   3. Check safety-cutouts. Adjustment of controls settings as required.
   4. Tighten loose nuts, bolts and screws.
   5. Check operating and safety controls. Record settings.
   6. Check operating log of temperature, pressure, voltages and amperages.
   7. Check operation of control circuits.
   8. Check operation of the lubrication system.
   9. Check the operation of the motor and starter.
   10. Check condenser fans for proper operation.
   11. Check the reheat system (If applicable)
   12. Check filter condition and recommend replacement if required.
   13. Check operation of all on-off switches.
   14. Check belts and pulleys for wear and alignment, recommendation replacement if require.
   15. Check fan and motor bearings.
   16. Check drains and ensure that they are clear.
   17. Check and isolate switchgear and controls and inspect contactors, relay, etc for signs of Overheating or icing.
   18. Check conditions of heating elements.
   19. Check conditions of evaporator and condenser coils.
   20. Record operating conditions.
   21. Check unit thoroughly for refrigerant leak (leak repair if any, will be quoted separately)
   22. Test differential pressure switch for proper operation.
   23. Check the condition of control contacts for wear pitting and corrosion.
   24. Check mounting integrity of all safety and temperature monitoring controls.
   25. Check conditions of humidifier-boiler electrodes
   26. Check main starter overloads and their setting. Tighten all starter terminals and check contacts for wear.

27. Tighten motor terminals and control panel terminals.
28. Tighten all heater leads and record amperages (If applicable).
29. Inspect outside coils for dirt and brush clean condenser coils as require.
30. Check condenser fans for proper clearance.
31. Check condenser fan motors for improper shaft alignment, abnormal endplay, vibration and noise.
32. Check and review the Owners log with the operator.
33. Provide a written report of work completed and indicate all detected deficiencies.

C. Provide schedule of maintenance program list of all major and minor parts/motors for replacement base on its useful life.

D. Submission of preventive checklist report, recommendations (if any) and photos for every quarterly maintenance performed.

II. Other Terms

1. The contractor shall be held liable for any damages incurred during commencement of works.
2. It is the responsibility of the Contractor to oversee the works and other circumstances that may be affected by the nature of the works.
3. Hence, the contractor shall be responsible to restore any damage/s to NDC.
4. The contractor shall maintain the cleanliness of the job site surroundings after undertaking the works.
5. The contractor shall provide all necessary accessories, usage of tools and equipment to complete the work.

2. LOT 2 – MR25-06-089 – Location: GF, 2F, 3F, 4F, 5F, 6F, 7F, 8F, 9F, 10F, 11F, 12F & Penthouse

I. SCOPE OF WORK:
Coverage of Preventive Maintenance at the NDC Building

ITEM	DESCRIPTION /LABEL	QUANTITY
A. Ground Floor Lobby		
1. 6.0 HP Ceiling Suspended Aircon	Brand: KOPPEL	2 units
2. Aircon Curtain Unit	Brand: KDK	4 units
B. 2F, 3F, 4F, 5F, 6F, 7F, 8F, 9F, 10F, 11F & 12F		
20 TR Packaged-Type Centralized Aircon	Brand: INTERKLIMA	11 units (1 unit / floor)
C. Penthouse		
1. 15 TR Packaged-Type Centralized Aircon	Brand: ALENARE	1 unit
2. 1 HP Wall Mounted Aircon	Brand: CARRIER	1 unit
2. 2 HP Floor Mounted Aircon	Brand: TRANE	3 units

A. On-call service check-up
   1. Upon request from NDC, the contractor shall pay a visit to inspect the unit/s within **forty-eight (48) hours**.
   2. **Within three calendar (3) days** after the visit, the contractor shall provide a report with recommendations and a quotation if necessary.
   3. Each day of delay in inspection/submission of a report/quotation shall be meted with a penalty equivalent to 1/10 of 1% of quarterly cost of preventive maintenance of the unit affected.

B. Quarterly Maintenance
   1. Check refrigerant and oil charge. Check for leaks and recommend corrective measures. (Repair of leaks will be covered by a separate proposal). Add refrigerant and oil as necessary;
   2. Log the following room condition readings:
      a. Suction pressure;
      b. Discharge pressure;
      c. Oil pressure (if applicable);
      d. Voltage rating;
      e. Current draw (all motorized parts);
      f. Room humidity reading (if applicable);
      g. Room temperature reading; and
      h. Air pressure differential switch (if applicable).
   3. Check safety cutouts. Adjustment control settings as required;
   4. Tighten loose nuts, bolts and screws;
   5. Check operating and safety controls. Record settings;
   6. Check the operating log of temperature, pressure, voltages, and amperages;
   7. Check the operation of control circuits;
   8. Check the operation of the lubrication system;
   9. Check the operation of the motor and starter;
   10. Check condenser fans for proper operation;
   11. Check the reheat system (If applicable);
   12. Check filter condition and recommend replacement if required;
   13. Check the operation of all on-off switches;
   14. Check belts and pulleys for wear and alignment, and recommend replacement if necessary;
   15. Check fan and motor bearings;
   16. Check drains and ensure that they are clear;
   17. Check and isolate switchgear and controls and inspect contactors, relay, etc. for signs of overheating or icing;
   18. Check conditions of heating elements;
   19. Check conditions of evaporator and condenser coils;
   20. Record operating conditions;
   21. Check unit thoroughly for refrigerant leak (leak repair if any, will be quoted separately);
   22. Test differential pressure switch for proper operation;
   23. Check the condition of control contacts for wear pitting and corrosion;
   24. Check mounting integrity of all safety and temperature monitoring controls;
   25. Check conditions of humidifier-boiler electrodes;
   26. Check main starter overloads and their setting. Tighten all starter terminals and check contacts for wear;
   27. Tighten motor terminals and control panel terminals;

28. Tighten all heater leads and record amperages (If applicable);
29. Inspect outside coils for dirt and brush clean condenser coils as required;
30. Check condenser fans for proper clearance;
31. Check condenser fan motors for improper shaft alignment, abnormal endplay, vibration and noise;
32. Check and review the owner's log with the operator;
33. Provide a written report of work completed and indicate all detected deficiencies.

C. Provide a schedule of replacement for all major and minor parts based on their useful life. This shall be submitted together with the fourth (4^{th}) quarter preventive maintenance report and billing.
D. Submission of preventive checklist report, recommendations (if any) and photos for every quarterly maintenance activity performed including cleaning.

II. OTHER TERMS

1. The contractor shall be responsible to restore any damage/s to NDC or any other properties incurred during work.
2. The contractor shall maintain the cleanliness of the job site surroundings after undertaking the works.
3. The contractor shall provide all necessary accessories, usage of tools and equipment to complete the work.

I hereby agree to comply and deliver, within the period specified, all the above requirements upon receipt of Notice to Proceed from the NDC.

_____	_____	_____
Name of Company/Bidder	Signature over Printed Name of Bidder	Date

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.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

Item	Specification	Statement of Compliance
		[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.]
	Supply of Labor, Tools, Materials, and Equipment for the Preventive Maintenance (PM) of Direct Expansion Packaged-Type Air Handling Units (AHU) with Air-cooled Condenser Units (ACU) at the Industry and Investments (I&I) and National Development Company (NDC) Buildings	
A.	**LOT 1 – MR25-06-077 (I&I Building)**	
	I. SCOPE OF WORK: Coverage of Preventive Maintenance at the I&I Building: 1. 5th Floor - 2 Systems – 20 TR INTERKLIMA Direct Expansion – Packaged- Type AHU with ACCU 2. 5th Floor - 2 Systems – 25 TR INTERKLIMA Direct Expansion – Packaged- Type AHU with ACCU 3. 4th Floor - 2 Systems – 20 TR INTERKLIMA Direct Expansion – Packaged- Type AHU with ACCU 4. 4th Floor - 2 Systems – 25 TR INTERKLIMA Direct Expansion – Packaged- Type AHU with ACCU A. On-call service check-up A. Upon receiving an incident report, the contractor shall pay a visit to inspect the unit/s within Forty-Eight (48) Hours. B. Three (3) days after the visit, the contractor shall provide a report with recommendations and quotation if necessary. C. In case the Contractor is unable to inspect and provide recommendation/quotation, corresponding penalty will be applied. B. Quarterly Maintenance 1. Check-up refrigerant and oil charge. Check for leaks and recommend corrective measures. (Repair of leaks will be covered by a separate proposal). Add refrigerant and oil as necessary. (Refrigerant and oil are to be supplied by the owner-NDC) 2. Log the following pressure, temperature and room condition readings: a. Suction pressure b. Discharge pressure	

	c. Oil pressure (if applicable) g. Voltage rating h. Current draw (all motorized parts) i. Room humidity reading (if applicable) j. Room temperature reading k. Air pressure differential switch (if applicable) 3. Check safety-cutouts. Adjustment of controls settings as required. 4. Tighten loose nuts, bolts and screws. 5. Check operating and safety controls. Record settings. 6. Check operating log of temperature, pressure, voltages and amperages. 7. Check operation of control circuits. 8. Check operation of the lubrication system. 9. Check the operation of the motor and starter. 10. Check condenser fans for proper operation. 11. Check the reheat system (If applicable) 12. Check filter condition and recommend replacement if required. 13. Check operation of all on-off switches. 14. Check belts and pulleys for wear and alignment, recommendation replacement if require. 15. Check fan and motor bearings. 16. Check drains and ensure that they are clear. 17. Check and isolate switchgear and controls and inspect contactors, relay, etc for signs of Overheating or icing. 18. Check conditions of heating elements. 19. Check conditions of evaporator and condenser coils. 20. Record operating conditions. 21. Check unit thoroughly for refrigerant leak (leak repair if any, will be quoted separately) 22. Test differential pressure switch for proper operation. 23. Check the condition of control contacts for wear pitting and corrosion. 24. Check mounting integrity of all safety and temperature monitoring controls. 25. Check conditions of humidifier-boiler electrodes 26. Check main starter overloads and their setting. Tighten all starter terminals and check contacts for wear.	

	27. Tighten motor terminals and control panel terminals. 28. Tighten all heater leads and record amperages (If applicable). 29. Inspect outside coils for dirt and brush clean condenser coils as require. 30. Check condenser fans for proper clearance. 31. Check condenser fan motors for improper shaft alignment, abnormal endplay, vibration and noise. 32. Check and review the Owners log with the operator. 33. Provide a written report of work completed and indicate all detected deficiencies. C. Provide schedule of maintenance program list of all major and minor parts/motors for replacement base on its useful life. D. Submission of preventive checklist report, recommendations (if any) and photos for every quarterly maintenance performed. E. Other Terms 1. The contractor shall be held liable for any damages incurred during commencement of works. 2. It is the responsibility of the Contractor to oversee the works and other circumstances that may be affected by the nature of the works. 3. Hence, the contractor shall be responsible to restore any damage/s to NDC. 4. The contractor shall maintain the cleanliness of the job site surroundings after undertaking the works. 5. The contractor shall provide all necessary accessories, usage of tools and equipment to complete the work. **III. CONTRACT COST** Four Hundred Eighty Thousand Pesos (₱480,000.00), inclusive of all applicable taxes. **IV. TERMS OF PAYMENT** Quarterly payment upon completion of the preventive maintenance activity and submission of all necessary reports and invoice.	

Period (Quarter)	**Preventive Maintenance** (# of systems per quarter)	**Unit Price** (per system/ Quarter)	**Total** (per Quarter)	Payment (% of Contract)
1st	6 systems	₱20,000.00	₱120,000.00	25%
2nd	6 systems	₱20,000.00	₱120,000.00	25%
3rd	6 systems	₱20,000.00	₱120,000.00	25%
4th	6 systems	₱20,000.00	₱120,000.00	25%
			₱480,000.00	**100%**

V. DURATION OF WORK

The preventive maintenance services shall be rendered **four (4) times, intended to be completed within one (1) year**. Minor extensions beyond this period may be permitted, provided that all four (4) services are fully delivered.

B. LOT 2 – MR25-16-089 (NDC Building)

I. SCOPE OF WORK:

Coverage of Preventive Maintenance at the NDC Building

1. Ground Floor Lobby – 2 units – 6.0 HP Ceiling Suspended Aircon
2. Ground Floor Lobby – 4 units – Air Curtain Unit
3. 2nd Floor – 1 unit – 20TR Packaged-Type Centralized Aircon
4. 3rd Floor – 1 unit – 20TR Packaged-Type Centralized Aircon
5. 4th Floor – 1 unit – 20TR Packaged-Type Centralized Aircon
6. 5th Floor – 1 unit – 20TR Packaged-Type Centralized Aircon
7. 6th Floor – 1 unit – 20TR Packaged-Type Centralized Aircon
8. 7th Floor – 1 unit – 20TR Packaged-Type Centralized Aircon
9. 8th Floor – 1 unit – 20TR Packaged-Type Centralized Aircon
10. 9th Floor – 1 unit – 20TR Packaged-Type Centralized Aircon
11. 10th Floor – 1 unit – 20TR Packaged-Type Centralized Aircon
12. 11th Floor – 1 unit – 20TR Packaged-Type Centralized Aircon
13. 12th Floor – 1 unit – 20TR Packaged-Type Centralized Aircon
14. Penthouse – 1 unit – 15TR Packaged-Type Centralized Aircon

	15. Penthouse – 1 unit – 1HP Wall Mounted Aircon 16. Penthouse – 3 units – 2HP Floor Mounted Aircon A. On-call service check-up 1. Upon request from NDC, the contractor shall pay a visit to inspect the unit/s within **forty-eight (48) hours**. 2. **Within three calendar (3) days** after the visit, the contractor shall provide a report with recommendations and a quotation if necessary. 3. Each day of delay in inspection/submission of a report/quotation shall be meted with a penalty equivalent to 1/10 of 1% of quarterly cost of preventive maintenance of the unit affected. B. Quarterly Maintenance 1. Check refrigerant and oil charge. Check for leaks and recommend corrective measures. (Repair of leaks will be covered by a separate proposal). Add refrigerant and oil as necessary; 2. Log the following room condition readings: a. Suction pressure; b. Discharge pressure; c. Oil pressure (if applicable); d. Voltage rating; e. Current draw (all motorized parts); f. Room humidity reading (if applicable); g. Room temperature reading; and h. Air pressure differential switch (if applicable). 3. Check safety cutouts. Adjustment control settings as required; 4. Tighten loose nuts, bolts and screws; 5. Check operating and safety controls. Record settings; 6. Check the operating log of temperature, pressure, voltages, and amperages; 7. Check the operation of control circuits; 8. Check the operation of the lubrication system; 9. Check the operation of the motor and starter; 10. Check condenser fans for proper operation; 11. Check the reheat system (If applicable); 12. Check filter condition and recommend replacement if required; 13. Check the operation of all on-off switches;	

	14. Check belts and pulleys for wear and alignment, and recommend replacement if necessary; 15. Check fan and motor bearings; 16. Check drains and ensure that they are clear; 17. Check and isolate switchgear and controls and inspect contactors, relay, etc. for signs of overheating or icing; 18. Check conditions of heating elements; 19. Check conditions of evaporator and condenser coils; 20. Record operating conditions; 21. Check unit thoroughly for refrigerant leak (leak repair if any, will be quoted separately); 22. Test differential pressure switch for proper operation; 23. Check the condition of control contacts for wear pitting and corrosion; 24. Check mounting integrity of all safety and temperature monitoring controls; 25. Check conditions of humidifier-boiler electrodes; 26. Check main starter overloads and their setting. Tighten all starter terminals and check contacts for wear; 27. Tighten motor terminals and control panel terminals; 28. Tighten all heater leads and record amperages (If applicable); 29. Inspect outside coils for dirt and brush clean condenser coils as required; 30. Check condenser fans for proper clearance; 31. Check condenser fan motors for improper shaft alignment, abnormal endplay, vibration and noise; 32. Check and review the owner's log with the operator; 33. Provide a written report of work completed and indicate all detected deficiencies. b. Provide a schedule of replacement for all major and minor parts based on their useful life. This shall be submitted together with the fourth (4^{th}) quarter preventive maintenance report and billing. c. Submission of preventive checklist report, recommendations (if any) and photos for every quarterly maintenance activity performed including cleaning.	

	II. OTHER TERMS 1. The contractor shall be responsible to restore any damage/s to NDC or any other properties incurred during work. 2. The contractor shall maintain the cleanliness of the job site surroundings after undertaking the works. 3. The contractor shall provide all necessary accessories, usage of tools and equipment to complete the work. **III. CONTRACT COST** Nine Hundred Thousand Pesos (₱900,000.00), inclusive of all applicable taxes. **IV. TERMS OF PAYMENT** Quarterly payment upon completion of the Preventive maintenance activity and submission of all necessary reports and invoice. **V. DURATION OF WORK** Quarterly preventive maintenance for one (1) year.	

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, if any, whether similar or not 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, 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) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **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.

II. 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.

III. USB COPY IN PDF FORMAT AND PASSWORD PROTECTED OF ALL THE DOCUMENTS SUBMITTED ENCLOSED INSIDE ENVELOPE

This checklist serves only as a guide to the bidders. It is still the responsibility of each bidder to make sure it complies with the requirements.

Bidding Forms

TABLE OF CONTENTS

Bid Form 51

Detailed Financial Bid for the Procurement for the Supply of Labor, Tools, Materials, and Equipment for the Preventive Maintenance (PM) of Direct Expansion Packaged-Type Air Handling Units (AHU) With Air-cooled Condenser Units (ACU) at the Industry and Investments (I&I) And National Development Company (NDC) Buildings, Project Reference number MR25-06-077 & MR25-06-089 53

Contract Agreement Form for the Procurement of Goods 56

Omnibus Sworn Statement 58

Bank Guarantee Form for Advance Payment 60

BID-SECURING DECLARATION 61

Statement of All Ongoing Government and Private Contracts Including Contracts Awarded But Not Yet Started, If Any, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid 63

Bid Form

Date: _____
Invitation to Bid[1] Nº: _____

The Chairperson
Bids and Awards Committee
National Development Company

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Procurement for the Supply of Labor, Tools, Materials, and Equipment for the Preventive Maintenance (PM) of Direct Expansion Packaged-Type Air Handling Units (AHU) With Air-cooled Condenser Units (ACU) at the Industry and Investments (I&I) And National Development Company (NDC) Buildings*, with Project Reference number MR25-06-077 & MR25-06-089* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 10 of the Bidding Documents.

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

[1] *If ADB, JICA and WB funded projects, use IFB.*

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

Dated this _____ day of _____ 20_____.

_____ _____

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of ___ _____

Detailed Financial Bid for the Procurement of Supply of Labor, Tools, Materials, and Equipment for the Preventive Maintenance (PM) of Direct Expansion Packaged-Type Air Handling Units (AHU) With Air-cooled Condenser Units (ACU) at the Industry and Investments (I&I) And National Development Company (NDC) Buildings, Project Reference number MR25-06-077 & MR25-06-089

NO.	PARTICULARS	QUANTITY	QUARTERLY UNIT PRICE	BID AMOUNT
LOT NO. 1 – I & I BUILDING (MR25-06-089)				
I.	Supply of Labor, Tools, Materials, and Equipment for the Preventive Maintenance (PM) of the Direct Expansion Packaged-Type Air Handling Units (AHU) with Air-cooled Condenser Units (ACU) at the Industry and Investments (I & I) Building			
1.	5th Floor – 20TR Direct Expansion – Packaged Type AHU with ACU Brand: INTERKLIMA	2 systems	₱_____	
2.	5th Floor – 25TR Direct Expansion – Packaged Type AHU with ACCU Brand: INTERKLIMA	2 systems	₱_____	₱_____
3.	4th Floor – 20TR Direct Expansion – Packaged Type AHU with ACCU Brand: INTERKLIMA	1 system	₱_____	
4.	4th Floor – 25TR Direct Expansion – Packaged Type AHU with ACCU Brand: INTERKLIMA	1 system	₱_____	

LOT NO. 2 – NDC BUILDING (MR25-06-089)				
I.	Supply of Labor and Materials for the Preventive Maintenance of Various Packaged-Type Centralized Aircon Units at the NDC Building			
1.	Ground Floor Lobby – 6.0 HP Ceiling Suspended Aircon	2 Units	₱_____	
2.	Ground Floor Lobby – Air Curtain Unit	4 Units	₱_____	
3.	2nd Floor – 20TR Packaged-Type Centralized Aircon	1 Unit	₱_____	
4.	3rd Floor – 20TR Packaged-Type Centralized Aircon	1 Unit	₱_____	
5.	4th Floor – 20TR Packaged-Type Centralized Aircon	1 Unit	₱_____	
6.	5th Floor – 20TR Packaged-Type Centralized Aircon	1 Unit	₱_____	
7.	6th Floor – 20TR Packaged-Type Centralized Aircon	1 Unit	₱_____	₱_____
8.	7th Floor – 20TR Packaged-Type Centralized Aircon	1 Unit	₱_____	
9.	8th Floor – 20TR Packaged-Type Centralized Aircon	1 Unit	₱_____	
10.	9th Floor – 20TR Packaged-Type Centralized Aircon	1 Unit	₱_____	
11.	10th Floor – 20 TR Packaged-Type Centralized Aircon	1 Unit	₱_____	
12.	11th Floor – 20TR Packaged-Type Centralized Aircon	1 Unit	₱_____	
13.	12th Floor – 20TR Packaged-Type Centralized Aircon	1 Unit	₱_____	
14.	Penthouse – 15TR Packaged-Type Centralized Aircon	1 Unit	₱_____	

15.	Penthouse – 1 HP Wall Mounted Aircon	1 Unit	₱_____	
16.	Penthouse – 2HP Floor Mounted Aircon	3 Units	₱_____	
TOTAL BID AMOUNT (INCLUSIVE OF ALL APPLICABLE TAXES)				₱_____

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

TOTAL: _____ (₱_____)

(AMOUNT IN WORDS)

Submitted by:

_____

(Company Name)

_____

(Name and Signature of Bidder / Authorized Representative)

_____

(Designation)

_____

(Date)

Contract Agreement Form for the Procurement of Goods

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

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 2024 between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

   i. Philippine Bidding Documents (PBDs);
      i. Schedule of Requirements;
      ii. Technical Specifications;
      iii. General and Special Conditions of Contract; and
      iv. Supplemental or Bid Bulletins, if any

   ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

   iii. Performance Security;

   iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

   v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for

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

1. In consideration for the sum of [*total contract price in words and figures*] or such other sums as may be ascertained, [*Named of the bidder*] agrees to [*state the object of the contract*] in accordance with his/her/its Bid.

2. The [*Name of the procuring entity*] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

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

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

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

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Omnibus Sworn Statement

[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]

Bank Guarantee Form for Advance Payment

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

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

BID-SECURING DECLARATION

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

x----------x

BID SECURING DECLARATION
Invitation to Bid: *[Insert Project Reference number]*

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

I/We[4], the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

   (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

   (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[4] Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

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

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

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

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

Business Name : _____

Business Address : _____

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

Note: Use additional sheets if necessary.

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Republic of the Philippines
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Government Procurement Policy Board