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# **PHILIPPINE BIDDING DOCUMENTS**

## **PROCUREMENT OF ONE (1) LOT SUPPLY, DELIVERY, AND INSTALLATION OF FLOOR MOUNTED, SPLIT, AND WINDOW TYPE AIRCONDITIONING UNIT**

**(ITB No. 2025-002)**

**Sixth Edition  
MARCH 2025**





## Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>3</b>
<b>Section I. Invitation to Bid.....</b>	<b>6</b>
<b>Section II. Instructions to Bidders.....</b>	<b>9</b>
1. Scope of Bid .....	10
2. Funding Information.....	10
3. Bidding Requirements .....	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	10
5. Eligible Bidders.....	10
6. Origin of Goods .....	11
7. Subcontracts .....	11
8. Pre-Bid Conference .....	11
9. Clarification and Amendment of Bidding Documents .....	11
10. Documents comprising the Bid: Eligibility and Technical Components .....	12
11. Documents comprising the Bid: Financial Component .....	12
12. Bid Prices .....	12
13. Bid and Payment Currencies .....	13
14. Bid Security .....	13
15. Sealing and Marking of Bids .....	13
16. Deadline for Submission of Bids .....	13
17. Opening and Preliminary Examination of Bids .....	14
18. Domestic Preference .....	14
19. Detailed Evaluation and Comparison of Bids .....	14
20. Post-Qualification .....	15
21. Signing of the Contract .....	15
<b>Section III. Bid Data Sheet .....</b>	<b>16</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>19</b>
1. Scope of Contract .....	20
2. Advance Payment and Terms of Payment .....	20
3. Performance Security .....	20
4. Inspection and Tests .....	20
5. Warranty .....	21
6. Liability of the Supplier .....	21
<b>Section V. Special Conditions of Contract .....</b>	<b>22</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>26</b>
<b>Section VII. Technical Specifications .....</b>	<b>27</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>29</b>





## ***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 projects, 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.





**ITB 2025-002**

**INVITATION TO BID (IB)**

**INVITATION TO BID FOR THE PROCUREMENT OF ONE (1) LOT SUPPLY, DELIVERY, AND INSTALLATION OF FLOOR MOUNTED, SPLIT, AND WINDOW TYPE AIRCONDITIONING UNIT**

1. The **Philippine Council for Agriculture and Fisheries (PCAF)**, through the **General Appropriation Act for FY 2025**, intends to apply the sum of **One Million Forty-Eight Thousand Pesos (Php 1,048,000.00)** for the **Procurement of One (1) Lot Supply, Delivery, And Installation of Floor Mounted, Split, and Window Type Airconditioning Unit** being the ABC to payments under the contract for each lot. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot No.	Quantity	Item/ Description	Approved Budget for the Contract	Price of Bid Documents	Delivery Period
1	4	3HP Split Type Airconditioning Units (Inverter)	Php 1,048,000.00	Php 5,000.00	Delivery of the Goods is required by thirty (30) calendar days upon receipt of the Notice to Proceed.
	2	3TR Floor Mounted Airconditioning units (Inverter)			
	1	1.5HP Window Type Airconditioning Unit (Inverter)			
	5	1HP Window Type Airconditioning units (Inverter)			

2. The Philippine Council for Agriculture and Fisheries (PCAF) invites bids for the above Procurement Project. Delivery of the Goods is required no later than **thirty (30) calendar days** upon receipt of the Notice to Proceed. Bidders should have completed a contract similar to the Project, within three (3) years from the date of submission and receipt of bids. 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, otherwise known as the "Government Procurement Reform Act".

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or





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

4. Prospective Bidders may obtain further information from **PCAF-BAC Secretariat Office, Philippine Council for Agriculture and Fisheries** and inspect the Bidding Documents at the given address from 8:00 AM to 4:00 PM, Mondays to Fridays **until April 2, 2025 at 9:00 AM**, except during non-working holidays.
5. A complete set of Bidding Documents may be acquired by interested Bidders from **March 12, 2025 to April 2, 2025** from the given address and PCAF website and upon payment of the applicable fee, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (Php 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The **PCAF** will hold a face-to-face Pre-Bid Conference on **March 19, 2025**, at **9:00 AM** at the BAC Conference Room, 3<sup>rd</sup> Floor, PCAF, Apacible Hall, DA Compound, Elliptical Road, Diliman, Quezon City, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the given office address on or before **April 2, 2025, 9:00 AM** PCAF Bundy Clock Time. **Only on-time bids shall 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 **April 2, 2025** PCAF Bundy Clock Time at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The Schedule of Procurement activities are as follows:

Activity	Venue	Date/Time	Remarks
Pre-Bid Conference	BAC Conference Room, 3rd Floor, PCAF, Apacible Hall, DA Compound, Elliptical Rd., Diliman, Q.C.	March 19, 2025 9:00 AM	All interested bidders may attend
Receipt of Bids	BAC Secretariat Office, 2nd Floor, PCAF, DA Compound, Elliptical Rd., Diliman, Q.C.	From March 12, to April 1, 2025 8:00 AM to 4:00 PM and April 2, 2025 8:00 AM to 9:00 AM	All bids must be accompanied by a Bid Security as stated in ITB Clause 14. Late bids shall not be accepted
Opening of Bids	Apacible Conference Room A, 3rd Floor, PCAF, Apacible Hall, DA Compound, Elliptical Rd., Diliman, Q.C.	April 2, 2025 10:00 A.M.	Bids will be opened in the presence of the Bidder's Representative who opts to attend





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

11. For further information, please refer to:

**KEN RYAN P. ELEAZAR**  
Head, BAC Secretariat  
Philippine Council for Agriculture and Fisheries  
Apacible Hall, Dept. of Agriculture Compound  
Elliptical Road, Diliman, Quezon City  
bacsec@pcaf.da.gov.ph  
Telefax Nos. 8920-4092 local 2622

12. You may visit the following websites:

For downloading of Bidding Documents: <https://pcaf.da.gov.ph/index.php/bids-and-awards/>

[March 12, 2025]

**FLORELIZ P. AVELLANA**  
Chairperson, Bids and Awards Committee







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## ***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, PCAF, wishes to receive Bids for the **Procurement of One (1) Lot Supply, Delivery, And Installation of Floor Mounted, Split, and Window Type Airconditioning Unit** with identification number ITB No. 2025-002.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **F.Y. 2025** in the amount of **One Million Forty-Eight Thousand Pesos (Php 1,048,000.00)**.

2.2. The source of funding is the **FY 2025 General Appropriation Act**.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:





- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have a Single Largest Completed Contract (SLCC) that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty (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

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, either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the IB.

## 9. Clarification and Amendment of Bidding Documents

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





## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) 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.

## 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 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 **July 10, 2025**. 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 (Original Copy) of the first and second components of its Bid.

The Procuring Entity may request additional two (2) hard copies (Copy 1 and Copy 2) 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.

### **16. Deadline for Submission of Bids**

The Bidders shall submit on the specified date and time at its physical address 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 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

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 may be. 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 One Project having several items that shall be awarded as one contract.

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





## 20. Post-Qualification

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

<b>ITB Clause</b>	Absence of compliance or failure to comply with any of the following requirements or instructions shall be a <b>ground for the rejection of the bid.</b>
5.3	For this purpose, contracts similar to the Project shall be:  a. Procurement of <b>Floor Mounted, Split, and Window Type Airconditioning Unit.</b>  b. Completed within <b>three (3) years</b> prior to the deadline for the submission and receipt of bids.
7.1	<i>"Subcontracting is not allowed."</i>
12.1	Prices indicated on the Price Schedule shall be entered separately in the following manner:
12.1.a	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;  iv. The price of other (incidental) services, if any, listed in the BDS.
12.1.b	i. Unless otherwise stated in the <b>BDS</b> , the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the <b>BDS</b> . 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, listed in the BDS.
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 <b>Twenty Thousand Nine Hundred Sixty Pesos (Php 20,960.00)</b> , 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 <b>Fifty Two Thousand Four Hundred Pesos (Php 52,400.00)</b> if bid security is in Surety Bond.





19.3	<p><i>The Project will be awarded by lot.</i></p> <p><b>One (1) Lot Supply, Delivery, and Installation of Floor Mounted, Split, and Window Type Airconditioning Unit with an Approved Budget for the Contract (ABC) of One Million Forty-Eight Thousand Pesos (Php 1,048,000.00).</b></p>
20.2	<p>To proceed with post qualification, bidder must submit their latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), along with all other appropriate licenses and permits required by law, within a non-extendible period of five (5) calendar days of receiving the BAC's notice of being the Lowest Calculated Bid.</p>
21.2	<p><i>"Not applicable"</i></p>





## ***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	<p><b>Delivery and Documents -</b></p> <p>For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered in the Philippines. In accordance with INCOTERMS."</i></p> <p><i>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered at the Philippine Council for Agriculture and Fisheries (PCAF), DA Compound, Elliptical Road, Diliman, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause, the Procuring Entity's Representative at the Project Site is <i>(to be determined)</i>.</p> <p><b>Incidental Services -</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol>





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.

**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.







	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights -</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>The terms of payment shall be in accordance with the Approved Contract.</i></p>
4	<p>The Goods delivered are accepted by the <b>PCAF</b> as to quantity only. However, inspection as to the Goods' compliance with Section VII. Technical Specifications, and its order and condition, will be done in the presence of the representatives of both the Supplier and the PCAF upon prior due notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the results of the inspection conducted by the PCAF shall be final and binding upon the Supplier.</p>
5	<p>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 equivalent to five percent (5%) of the total contract price.</p>
6	<p>The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.</p>





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

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

### **PROCUREMENT OF ONE (1) LOT SUPPLY, DELIVERY, AND INSTALLATION OF FLOOR MOUNTED, SPLIT AND WINDOW TYPE AIRCONDITIONING UNIT**

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
	<b>Supply, delivery and installation of Floor Mounted, Split and Window Type Airconditioning Unit</b>	<b>1 lot</b>	<b>1,048,000.00</b>	Delivered not later than <b>thirty (30) calendar days</b> upon receipt of the Notice to Proceed
	<i>3HP Split Type Airconditioning Units (Inverter)</i>	<i>4 units</i>	<i>538,000.00</i>	
	<i>3TR Floor Mounted Airconditioning units (Inverter)</i>	<i>2 units</i>	<i>302,000.00</i>	
	<i>1.5HP Window Type Airconditioning Unit (Inverter)</i>	<i>1 unit</i>	<i>40,000.00</i>	
	<i>1HP Window Type Airconditioning units (Inverter)</i>	<i>5 units</i>	<i>168,000.00</i>	





## *Section VII. Technical Specifications*

Item	Qty	Specification	Statement of Compliance <sup>1</sup>
1.	4 units	<b>3HP Split Type Airconditioning Unit (Inverter) - 134,500</b> Technical Specifications: Cooling Capacity - minimum of 27,430 - maximum of 31,123 Kj/Hr Rated Power - minimum of 2,475 W - maximum of 2,800 W EER- minimum of 11.08 - maximum of 11.1 kj/W-Hr Refrigerant - R32 or R410A Rated Current - minimum of 11.50 - maximum of 13.0A Remote Control <ul style="list-style-type: none"> <li>• Including copper tubing and cabling (at least 20 ft) "</li> <li>• Free Delivery</li> <li>• Warranty: 1 year on parts and labor; 5 years on compressor</li> </ul>	
2.	2 units	<b>3TR Floor Mounted Airconditioning unit (Inverter) - 151,000</b> Technical Specifications: Cooling Capacity - 37,980 kj/h Nominal Capacity 4.0HP/3 TR Rated Current 19.91 A Rated Power -3,200 (860-4,500)W Power Supply 1Ph/230V/60Hz EER - minimum of 9.3 Kj/W-hr - maximum of 11.9 Kj/hr-W Refrigerant - R32 or R410A <ul style="list-style-type: none"> <li>• Including copper tubing and cabling (at least 20 ft) "</li> <li>• Free Delivery</li> <li>• Warranty: 1 year on parts and labor; 5 years on compressor</li> </ul>	

<sup>1</sup> 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.





3.	1 unit	<b>1.5HP Window Type Airconditioning Unit (Inverter) - 40,000</b> Technical Specifications: Cooling Capacity: minimum of 12,660 Kj/Hr - maximum of 13,188 Rated Power: 1212 W Power Supply: 1PH/230V/60Hz or 220-240/60/1 V-P-Hz Rated Current: 5.27 A EER- 10.4 Kj/W-hr to 13.1 Kj/W-hr Refrigerant - R32 or R410A • Free Delivery • Warranty: 1 year on parts and labor; 5 years on compressor; 3 years on circuit boards	
4.	5 units	<b>1HP Window Type Airconditioning Unit (Inverter) - 33,600</b> Technical Specifications: Cooling Capacity: minimum of 9,970 kJ/Hr - maximum of 10,200 kJ/h Power Supply 1 Ph / 230V / 60Hz or 230 / 60 / 1 V/Hz/Ph Rated Current -4.47 to 5.5 A (Min-Max) Rated Power - 742 W to 900 W (Min-Max) EER - 11.3 kJ/hW to 13.44 kJ/W-Hr Refrigerant - R32 or R410A Remote Control • Free Delivery • Warranty: 1 year on parts and labor; 5 years on compressor; 3 years on circuit boards	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post qualification, the same shall give rise to automatic disqualification of our bid.

\_\_\_\_\_  
*Signature Over Printed Name of Authorized Representative*

\_\_\_\_\_  
*Company Name*

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





## ***Section VIII. 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.

