

OPTICAL MEDIA BOARD

REPUBLIC OF THE PHILIPPINES



Supply, Delivery, Dismantling, Installation and Commissioning of Air-Conditioning System for OMB Office

**Sixth Edition
July 2020**

Bid Ref. No. OMB-21-09-0001

Preface

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

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

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

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

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

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

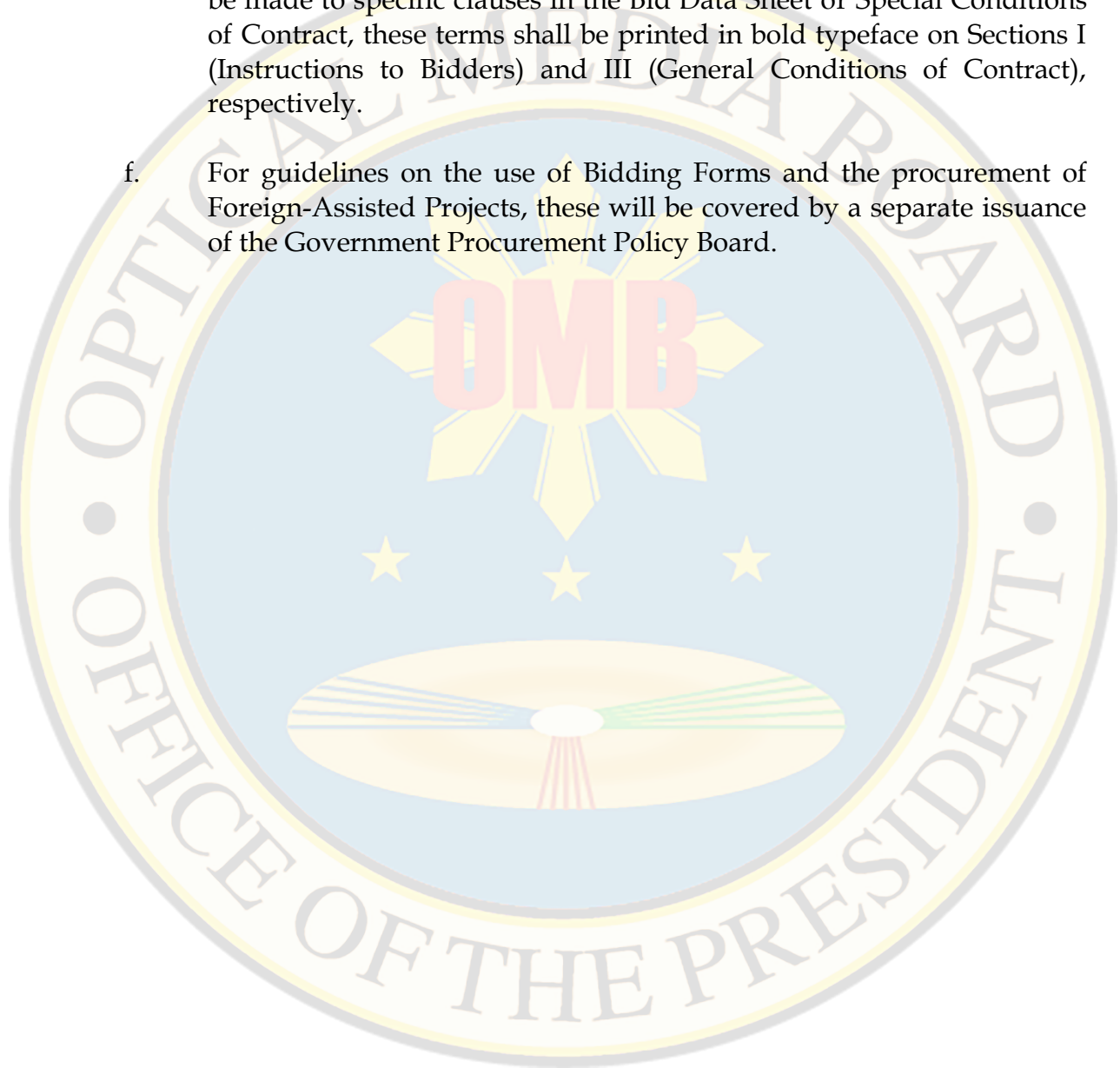


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Glossary of Acronyms, Terms, and Abbreviations

ABC - Approved Budget for the Contract.

BAC - Bids and Awards Committee.

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

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

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

BIR - Bureau of Internal Revenue.

BSP - Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF - Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

CPI - Consumer Price Index.

DDP - Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI - Department of Trade and Industry.

EXW - Ex works.

FCA - “Free Carrier” shipping point.

FOB - “Free on Board” shipping point.

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

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

GFI - Government Financial Institution.

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

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

GOP - Government of the Philippines.

GPPB - Government Procurement Policy Board.

INCOTERMS - International Commercial Terms.

Infrastructure Projects - Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs - Local Government Units.

NFCC - Net Financial Contracting Capacity.

NGA - National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA - Philippine Statistics Authority.

SEC - Securities and Exchange Commission.

SLCC - Single Largest Completed Contract.

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

UN - United Nations.

Section I. Invitation to Bid

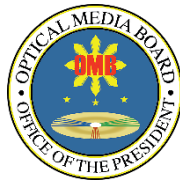
Notes on the Invitation to Bid

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

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

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

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



BIDS AND AWARDS COMMITTEE

INVITATION TO BID FOR THE

SUPPLY, DELIVERY, DISMANTLING, INSTALLATION AND COMMISSIONING OF AIR-CONDITIONING SYSTEM FOR OMB OFFICE

Bid Reference Number: OMB-21-09-0001

Approved Budget for the Contract: Php1,591,555.00

- The Optical Media Board (OMB) intend to apply the sum of PESOS: ONE MILLION FIVE HUNDRED NINETY-ONE THOUSAND FIVE HUNDRED FIFTY-FIVE PESOS (1,591,555.00), in Philippine Currency, being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement for the Supply, Delivery, Dismantling, Installation and Commissioning Air-Conditioning System for OMB Office. Bids received in excess of the ABC shall be automatically rejected at bid opening.

LOT	QUANTITY	DESCRIPTION	ABC (Inclusive of Applicable Taxes)	FUNDING SOURCE	BID SECURITY IN ANY OF THE FOLLOWING FORMS:	COST OF BID DOCUMENTS (CASH PAYMENT ONLY) (Php)
1	4	Split Type/Wall Mounted Air Conditioning Inverter Eco-friendly 3.0 HP	Php1,591,555.00	Agency Specific Budget RA11465 MOOE	<ul style="list-style-type: none"> • Bid Securing Declaration • Cash or Cashier's / Manager's Check <i>*equivalent to at least 2% of the ABC</i> • Bank Guarantee or Bank Draft or Irrevocable LC* • Surety Bond callable upon demand** 	Php5,000.00
	4	Split Type/Wall Mounted Air Conditioning Inverter Eco-friendly 2.5 HP				
	2	Split type/Wall Mounted Air Conditioning Inverter Eco-friendly 1.5 HP				
	2	Floor Mounted Air Conditioning Inverter Eco-friendly 5.0HP				
	1	Split Type/Wall Mounted Air Conditioning Inverter Eco-friendly 5.0HP				
	2	Split Type/Wall Mounted Air Conditioning Inverter Eco-friendly 2.0 HP				
	Dismantling of 15 units old air conditioners					

**Must be issued and confirmed by a Local Universal or Local Commercial Bank.*

***Must be callable upon demand issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such bond.*

- A prospective Bidder must have completed a single largest contract of similar nature within last **five (5) years** amounting to at least **fifty percent (50%)** of the ABC of the item being bid. "Similar contract" shall mean Procurement for the supply and installation of fifteen (15) units Air Conditioners.

3. The OMB now invites bids for the above Procurement Project. Completion of the Project is required within **fifteen (15) days** from issuance of NTP. Bidders should have completed 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 non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from OMB and inspect the Bidding Documents at the address given below from Monday to Friday, 8:00 am to 4:00 pm.
5. A complete set of Bidding Documents may be acquired by interested bidders on **21 September 2021** from the given address and website below and upon payment of the non-refundable applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php5,000.00), in Philippine Currency.
6. The **Schedule of Bidding Activities** shall be as follows:

ACTIVITIES	TIME	VENUE
Sale and Issuance of Bid Documents	Mondays to Fridays, 8:00 AM to 4:00 PM Starting 21 September 2021.	BAC Secretariat #35 Scout Limbaga Street, Barangay Laging Handa, Quezon
Pre-Bid Conference	2:00 PM, 29 September 2021 *Through video conference via Zoom, which shall be open to all prospective bidders.	
Submission and Opening of Bid Documents*	2:00 PM, 11 October 2021 *Late Bids shall not be accepted	

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **11 October 2021, 2:00PM**. *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 16**.
9. Bid opening shall be on **11 October 2021, 2:00PM** at the OMB Boardroom, 35 Scout Limbaga St., Brgy. Laging Handa, Quezon City. The scheduled bid opening may be accessed thru the link: <https://us02web.zoom.us/j/84300190562?pwd=enVKZUIxMi9PVIZ6emlYaU5UOVNCUT09> via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The bidding is open to Filipino citizens/sole proprietorships, partnerships, or organization with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.
11. **Delivery/Completion Period** : Fifteen (15) days
Delivery Place : **Optical Media Board**
35 Scout Limbaga Street, Laging Handa, Quezon City

For further information, please refer to:

BAC Secretariat
Optical Media Board
35 Scout Limbaga Street, Laging Handa, Quezon City
(02)8921-7855
www.omb.gov.ph
omb_psu@yahoo.com

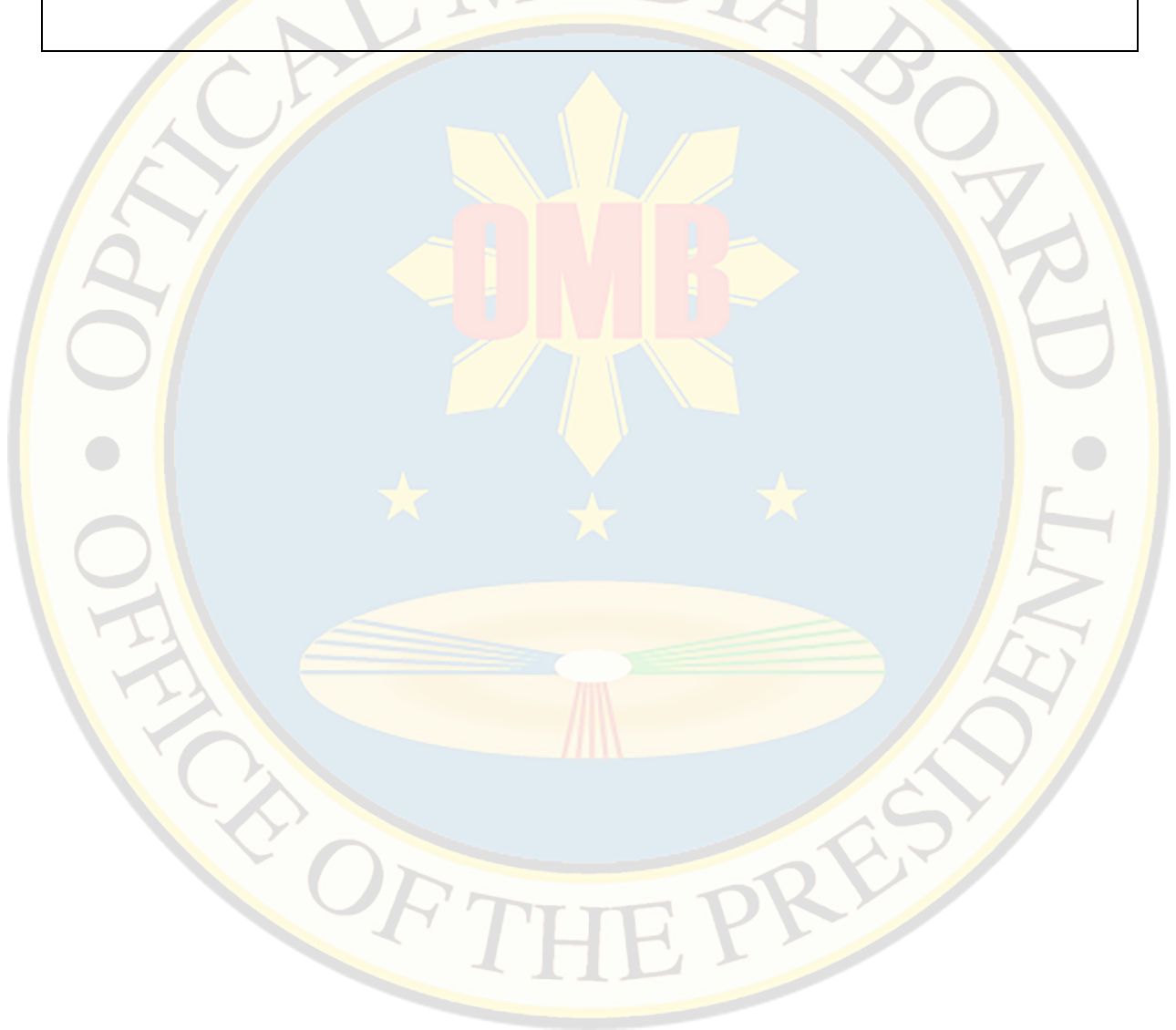
OMB Bids and Awards Committee
Posting of Invitation to Bid and Bidding Documents
@ PhilGEPS & OMB Bulletin Board on 21 September 2021

(SDG.)
LUCIA F. GUEVARA
Chairperson, Bids & Awards Committee

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, **OPTICAL MEDIA BOARD (OMB)** wishes to receive Bids for the *Supply, Delivery, Installation and Commissioning of fifteen (15) units Air Conditioners for OMB Office* with Bid Reference Number: OMB-21-09-001.

The Procurement Project (referred to herein as "Project") is composed of *fifteen (15) units Air Conditioners*, 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 [GAA2020] in the amount of *One Million Five Hundred Ninety-one Thousand Five Hundred Fifty-five Pesos [Php1,591,555.00], in Philippine Currency.*

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time 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 GPP B 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 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 120 calendar days from the opening of bids. *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.

16. Deadline for Submission of Bids

16.1. 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 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. 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.

- 19.3. The Project shall be awarded as one Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid.
- 20.2. For purposes of Post-qualification, the following documents shall be required:
 - a. Income Tax Returns for year 2020 (BIR Form 1701 or 1702);
 - b. Latest Value Added Tax Returns (BIR Forms 2550M and 2550Q) or Percentage tax Returns (BIR Form 2551M). For this requirement, covering the last six (6) months prior to the opening of bids.

The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS). However, exemptions issued by the BIR are recognized (i.e. BIR RMC No. 37-2020 and RMC No. 4-2021, 50-2021) subject to validation and verification;

- c. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract (SSLC), which shall be copy of any verifiable documents, such as but not limited to the following: (a) Contracts or Purchase Orders; (b) Corresponding Sales Invoice; (c) Official Receipts/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion.
- d. Submission of proof of evidence as proof of compliance with the bidder's actual offer, if applicable.

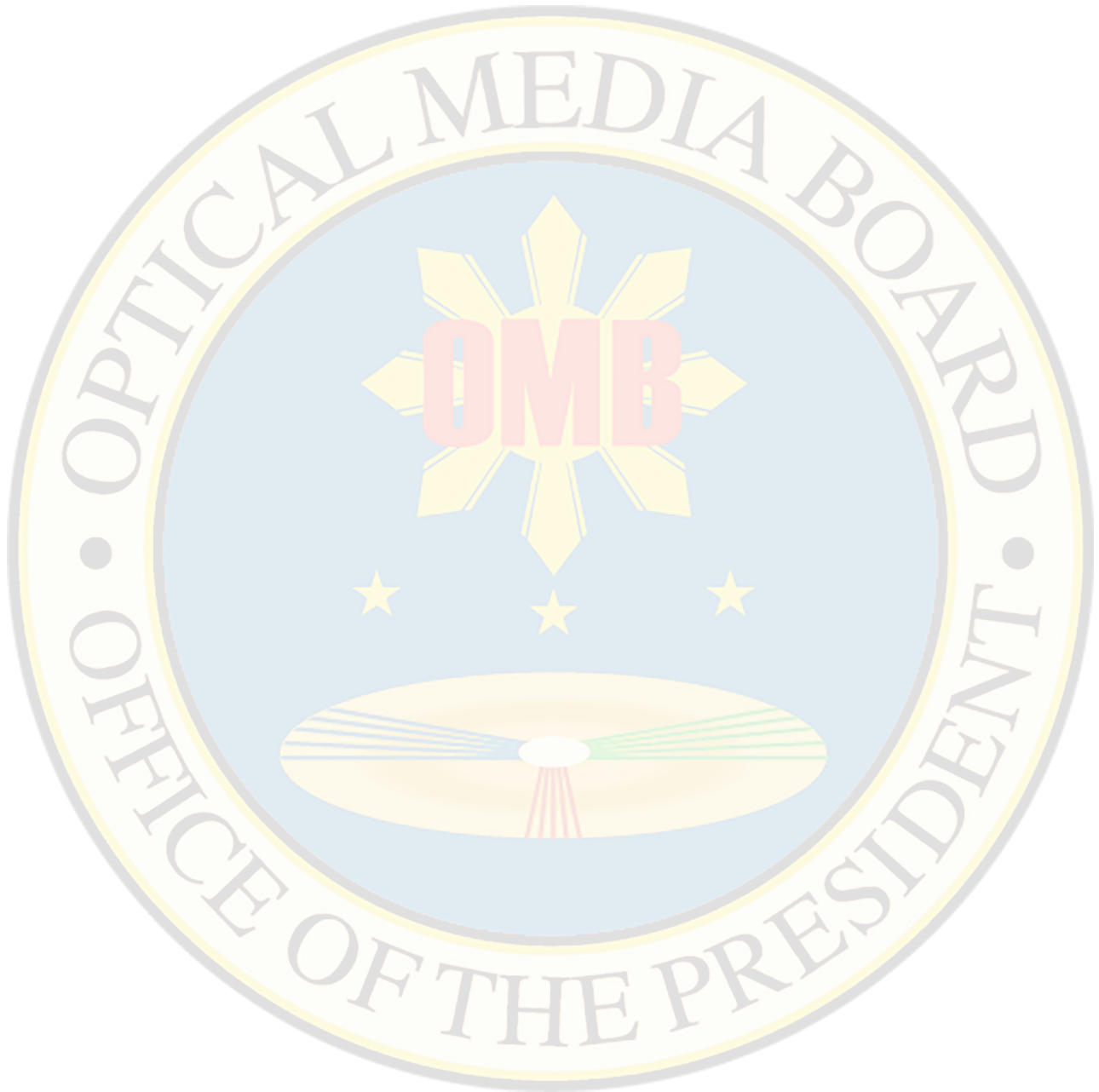
In the column "Bidder's compliance", the bidder must state "comply" against each of the individual parameters of each specification corresponding to performance parameter of equipment offered. Statement of "comply" must be supported by evidence in a bidder's bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's or distributor's un-amended sales literature, unconditional statements or specifications and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate.

- e. Valid and updated PhilGeps Certificate of Registration (Platinum Membership).

Documents submitted during post-qualification as part post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.

21. Signing of the Contract

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



Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>Procurement for the Supply, Delivery, Installation and Commissioning of Fifteen (15) Units Air Conditioners;</i> b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
9.1	<p>The Procuring Entity will hold a Pre-bid Conference for this Project on 29 September 2021, 2:00PM via teleconference (Zoom). Prospective bidders interested to join the Pre-bid Conference may send request for link password to omb_psu@yahoo.com with the following information together with proof of identity of the attendee a day before the scheduled conference.</p> <p>Name of Project: Bid Reference: Company Name: Address: Contact Number/s: Name of Representatives: Contact Number/s: Email address Proof of Identity attached:</p>
12	The price of the Goods shall be quoted in Philippine Currency (Php).
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> b. The amount of not less than Thirty-one Thousand Eight Hundred Thirty-one Pesos and ten centavos (Php31,831.10), in Philippine Currency <i>[equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or c. The amount of not less than Seventy-nine Thousand Five Hundred Seventy-seven Pesos and Seventy-five Centavos (Php79,577.75), in Philippine Currency <i>[equivalent to five percent (5%) of ABC]</i>, if bid security is in Surety Bond.

18.2	The Bid Security shall be valid for one hundred twenty (120) calendar days from the date of opening of bids.
19.3	<i>Supply, Delivery, Dismantling, Installation and Commissioning of Fifteen (15) Units Air Conditioners for OMB Office.</i>
20.2	<p>No other licenses and permits required.</p> <p>For purposes of Post-qualification, the following documents shall be required:</p> <ul style="list-style-type: none"> a. Income Tax Returns for year 2020 (BIR Form 1701 or 1702); b. Latest Value Added Tax Returns (BIR Forms 2550M and 2550Q) or Percentage tax Returns (BIR Form 2551M). For this requirement, covering the last six (6) months prior to the opening of bids. <p><i>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS). However, exemptions issued by the BIR are recognized (i.e. BIR RMC No. 37-2020 and RMC No. 4-2021, 50-2021) subject to validation and verification;</i></p> <ul style="list-style-type: none"> c. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract (SSLC), which shall be copy of any verifiable documents, such as but not limited to the following: (a) Contracts or Purchase Orders; (b) Corresponding Sales Invoice; (c) Official Receipts/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion; d. Submission of proof of evidence as proof of compliance with the bidder's actual offer, if applicable. <p>In the column "Bidder's compliance", the bidder must state "comply" against each of the individual parameters of each specification corresponding to performance parameter of equipment offered. Statement of "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 or distributor's un-amended sales literature, unconditional statements or specifications and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate;</p> <ul style="list-style-type: none"> e. Valid and updated PhilGeps Certificate of Registration (Platinum Membership). <p>Documents submitted during post-qualification as part post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.</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 **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires. The

Procuring Entity shall notify the supplier of the identity of any representatives for this purpose.

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><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents -</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to OMB Office – 35 Scout Limbaga St., Laging Handa, Quezon City. The Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</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 the Property and Supplies Unit (PSU).</p> <p>Incidental Services -</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"> 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.

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts -</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. Such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and <p>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.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within two (2) months of placing the order.</p>
	<p>Packaging -</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation -</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights -</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>Fifty percent (50%) upon delivery, remaining fifty percent (50%) shall be paid after final inspection and acceptance.</i></p>
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> • Compressor current and cooling temperature shall be tested and demonstrated • Run equipment, observe its operation and read instruments and gauges, including Volt-ohms meters, find out temperature gauges and adjust mechanisms, including valves, pumps and controls to direct levels of fluid, temperature and pressure; • ACs will be switched ON and cooling effect will be checked • ACs will be switched ON/OFF ten (10) times in one (1) hour following recommended procedures; • Water drain shall be checked by flowing water. • Such other testing to ensure that all units are properly working.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months	
1	Split Type/Wall Mounted Air Conditioning Inverter Eco Friendly Air - 3.0 HP	4	4	Within Fifteen (15) days from issuance of NTP	
	Split Type/Wall Mounted Air Conditioning Inverter Eco Friendly Air - 2.5 HP	4	4		
	Split Type/Wall Mounted Air Conditioning Inverter Eco Friendly Air - 1.5 HP	2	2		
	Floor Mounted Air Conditioning Inverter Eco-friendly - 5.0 HP	2	2		
	Split Type/Wall Mounted Air Conditioning Inverter Eco Friendly Air - 5.0 HP	1	1		
	Split Type/Wall Mounted Air Conditioning Inverter Eco Friendly Air - 2.0 HP	2	2		
	TOTAL Number of Air Conditioning Units:	15			
	Dismantling of Old Air-conditioning units	15			
*** Nothing follows***					

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
1	4 Units Split Type / Wall Mounted Air Conditioning Units - 3.0 HP Inverter Eco-friendly Auto Swing Turbo Function Under/over Voltage Protection Circuit Breaker for each unit NEMA Electrical wires Copper wires Molding Metal Support Frames and other parts needed for the installation	<i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
	4 Units Split Type / Wall Mounted Air Conditioning Units - 2.5 HP Inverter Eco-friendly Auto Swing Turbo Function Under/over Voltage Protection Circuit Breaker for each unit NEMA Electrical wires Copper wires Molding Metal Support Frames and other parts needed for the installation.	
	2 Units Split Type / Wall Mounted Air Conditioning Units - 1.5 HP Inverter Eco-friendly Auto Swing Turbo Function Under/over Voltage Protection Circuit Breaker for each unit NEMA Electrical wires Copper wires Molding Metal Support Frames and other parts needed for the installation	
	2 Units Floor Mounted Air Conditioning Unit - 5.0 HP Inverter Eco-friendly Auto Swing Turbo Function Under/over Voltage Protection Circuit Breaker for each unit NEMA Electrical wires Copper wires Molding	

	Metal Support Frames and other parts needed for the installation	
	1 Unit Split Type / Wall Mounted Air Conditioning Units - 5.0 HP Inverter Eco-friendly Auto Swing Turbo Function Under/over Voltage Protection Circuit Breaker for each unit NEMA Electrical wires Copper wires Molding Metal Support Frames and other parts needed for the installation	
	2 Units Split Type / Wall Mounted Air Conditioning Units - 2.0 HP Inverter Eco-friendly Auto Swing Turbo Function Under/over Voltage Protection Circuit Breaker for each unit NEMA Electrical wires Copper wires Molding Metal Support Frames and other parts needed for the installation	
	15 Units - Dismantling of Old Air-conditioning units	
	<p style="text-align: center;">SCOPE OF WORK</p> <p>I. Supply, Delivery, Installation and Commissioning of Air Conditioning System for OMB Office</p> <p>II. Installation</p> <ul style="list-style-type: none"> • Remove/replace and install the steel bracket if necessary • Install new indoor and outdoor of AC with proper handling and safety • Replace/Install new pipes with proper insulation and bracket or hanger • Connect all necessary piping, electrical conduit, circuit breaker and wiring, controls, ductwork, condensate, insulation, and necessary appurtenances • Proper installation of draining pipe and make sure that it flows continuously <p>III. Testing</p> <ul style="list-style-type: none"> • Compressor current and cooling temperature shall be tested and demonstrated • Run equipment, observe its operation and read instruments and gauges, including Volt-ohms meters; 	

	<p>find out temperature gauges and adjust mechanisms, including valves, pumps and controls to direct levels of fluid, temperature and pressure;</p> <ul style="list-style-type: none"> • ACs will be switched ON and cooling effect will be checked • ACs will be switched ON/OFF ten (10) times in one (1) hour following recommended procedures • Water drain shall be checked by flowing water; and • Such other testing to ensure that all units are properly working. <p>IV. Acceptance</p> <ul style="list-style-type: none"> • Acceptance shall be based on the testing, performance demonstration and satisfactory working of ACs <p>V. Others</p> <ul style="list-style-type: none"> • The Contractor/Supplier must have a refrigerant recovery machine • Technician must have training with Certificate accredited by TESDA • Proper uniform and PPE while working within the OMB Office premises • Follow the environment management system while within the OMB Office premises. • Ensure the power supply is turned off, disconnected, unplug it at the main, or take of the wires from the connection box. • Make sure to recover all the remaining refrigerant to the recovery machine with no spill before removing the pipe • Remove indoor and outdoor unit with proper handling and safety • Install/Remove the old piping, NEMA, breakers and wires to be replaced. • Clean all debris before installing new ones. 	
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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);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

