

PHILIPPINE INTERNATIONAL CONVENTION CENTER



**PROJECT TITLE : SUPPLY OF LABOR AND MATERIALS FOR
THE REPAIR OF SEVEN (7) UNITS BLOWER
FAN ASSEMBLIES OF THE COLING TOWER
OF THE CENTRALIZED AIRCONDITIONING
SYSTEM**

ABC : ₱1,870,000.00

Reference/s : PICC APP2024 – UP– 27

**ITB-2024
October 5, 2024**

TABLE OF CONTENTS

Glossary of Terms, Abbreviations, and Acronyms	3
Section I. Invitation to Bid	5
Section II. Instruction to Bidders	8
1. Scope of Bid	9
2. Funding Information	9
3. Bidding Requirements	9
4. Corrupt, Fraudulent, Collusive and Coercive Practices	9
5. Eligible Bidders	9
6. Origin of Goods.....	10
7. Subcontracts	10
8. Pre-bid Conference	11
9. Clarification and Amendments of Bidding Documents	11
10. Documents Comprising the Bid: Eligibility and Technical Component	11
11. Documents Comprising the Bid: Financial Component	11
12. Bid Prices	12
13. Bid and Payment Currencies	12
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	13
18. Domestic Preference	14
19. Detailed Evaluation and Comparison of Bids	14
20. Post Qualification	14
21. Signing of the Contract	15
Section III. Bid Data Sheet	16
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment.....	20
3. Performance Security.....	20
4. Inspection and Test.....	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	25
Section VII. Technical Specifications	26
Section VIII. Checklist of Technical and Financial Documents	34

Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

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.

CDA – Cooperative Development Authority.

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])

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.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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]).

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.

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.

PCAB – Philippine Contractors Accreditation Board.

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.

UN – United Nations.

Section I. Invitation to Bid

BIDS AND AWARDS COMMITTEE

Invitation to Bid for the Supply of Labor and Materials for the Repair of Seven (7) Units Fan Assemblies of the Cooling Tower of the Centralized Air-conditioning System

1. The *Philippine International Convention Center (PICC)*, through the *Approved Budget for CY 2024*, intends to apply the sum of **ONE MILLION EIGHT HUNDRED SEVENTY THOUSAND PESOS (Php1,870,000.00)**, **VAT Inclusive**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Supply of Labor and Materials for the Repair of Seven (7) Units Blower Fan Assemblies of the Cooling Tower of the Centralized Air-conditioning System (APP2024-UP-27)**. Bids received in excess of ABC shall be automatically rejected at bid opening.
2. The *PICC* now invites bids for the abovementioned requirement. Bidders should have completed, within at least three (3) years from the date of submission and receipt of bids, a contract similar to the abovementioned requirement. 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.
4. Prospective Bidders may obtain further information from the *PICC-BAC* and inspect the Bidding Documents at the address given below during office hours.
5. A complete set of Bidding Documents may be acquired by prospective bidders starting November 14, 2024 from the given address and website(s) below and *upon payment of a non-refundable fee in the amount of Two Thousand Pesos (Php2,000.00)*. A bidder shall present its proof of payment for the fee *by furnishing the PICC-BAC a copy of the Official Receipt*.
6. The *PICC-BAC* will hold a Pre-Bid Conference on November 25, 2024 at 1:30 p.m. *at Function Room B, 2nd Floor Secretariat Building, PICC* and/or through videoconferencing/webcasting *via Zoom/Google Meet*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before December 9, 2024 at 1:00 p.m. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

9. Bid opening shall be on December 9, 2024, at 1:00 p.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *PICC* 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:

*BIDS AND AWARDS COMMITTEE
PHILIPPINE INTERNATIONAL CONVENTION CENTER
PICC Complex, Pasay City 1307
87894759 and 87894760
Telefax No. 87894761
Email: procurement@picc.gov.ph*

12. You may visit the following websites:

For downloading of Bidding Documents: www.picc.gov.ph

[Date of Issue]


WILSON B. DELOS REYES
Chairman

Section II. Instructions to Bidders

1

1. Scope of Bid

The Procuring Entity, *Philippine International Convention Center* wishes to receive Bids for the *Supply of Labor and Materials for the Repair of Seven 7) Units Blower Fan Assemblies of the Cooling Tower of the Centralized Air-conditioning System* with identification numbers *PICC APP2024-UP-27*.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2024 in the total amount of PhP1,870,000.00.

2.2. The source of funding is:

a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* 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. *[If subcontracting is allowed during the contract implementation stage, state:]* 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 and either at its physical address at and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB Clause 5.3** should have been completed within the last 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.
- 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 e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2 The Bid and bid security shall be valid one hundred twenty (120) calendar days from the date of 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.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. 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.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

20. Post-Qualification

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

21. Signing of the Contract

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

III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5	<p>The following persons shall be eligible to participate in this bidding:</p> <ul style="list-style-type: none"> a. Duly licensed Filipino citizens/sole proprietorships; b. Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; c. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the of the outstanding capital stock belongs to citizens of the Philippines; d. Cooperatives duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and e. Must be engaged in business of cooling tower repair works of heating, ventilating and air conditioning (HVAC) equipment.
5.3	<p>For this purpose, similar contract shall refer to repair works of heating, ventilating and air conditioning (HVAC) equipment..</p> <p>The Bidder must have completed within the last three (3) years a single contract that is similar to this requirement, the amount of which shall be at least fifty percent (50%) of the ABC.</p>
7.1	Sub-contracting is not allowed
8	The PICC will hold a Pre-Bid Conference on November 25, 2024 at 1:30 p.m.
12	Not applicable
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> <ul style="list-style-type: none"> a. In the amount of not less than ₱37,400.00, Cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. Surety Bond in the amount of not less than ₱93,500.00.
15	<p>Sealing and Marking of Bids</p> <p>Each Bidder shall submit the original and one (1) copy of the first and second components of its Bid.</p>
16.1	<p>The address for submission of bids is:</p> <p style="text-align: center;">PICC-Bids and Awards Committee (BAC) Secretariat Ground floor, Delegation Building PICC Complex, 1307 Pasay City</p> <p>The deadline for submission of bids is December 9, 2024 at 1:00 p.m.</p>

17.1	<p>The place of bid</p> <p style="text-align: center;">BAC CONFERENCE ROOM Function Room B, 2nd Floor, Secretariat Building PICC Complex, 1307 Pasay City</p> <p>The date and time of bid opening is December 9, 2024 at 1:00 p.m.</p> <p>In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and the opening of Bids shall be at 10:00 p.m. of the next working day.</p>
19.3	<p style="text-align: center;">Total ABC is ONE MILLION EIGHT HUNDRED SEVENTY THOUSAND PESOS (PhP1,870,000.00), VAT Inclusive.</p>
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:</p> <ul style="list-style-type: none"> a. Certified Photocopy of the CY 2023 Income and Business Tax Returns with proof of payment; b. Sections III and V of the bid documents, signed on each and every page by the bidder's authorized representative; c. Company Profile with sketch of office location; d. Certifications from TSD-MSD that the participating bidder has conducted ocular inspection of the equipment to be repaired and the vicinity of these equipment; and e. Certificate of Satisfactory Completion & Acceptance of previous PICC projects undertaken within the last three (3) years, if any.
21.2	<p>No additional requirement</p>

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause									
1	The Procuring Entity is <i>The Philippine International Convention Center (PICC)</i>								
2.2	<p>Payment</p> <p>Payment shall be released in full within 3 to 4 weeks after final acceptance by PICC or its representative of the Contractor's completed work, and submission of billing and complete supporting documents by Contractor as follows:</p> <ol style="list-style-type: none"> 1.) Completion/Turn-over Report/Certification for Completion 2.) Invoice 3.) Receiving Copy of delivery receipt for the return of replaced parts/materials. 								
3	<p>Performance Security</p> <p>Within ten (10) calendar days from receipt of the Notice of Award, 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 following forms:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Form of Performance Security</th> <th style="text-align: center;">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td>Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.</td> <td style="text-align: center;">Five percent (5%)</td> </tr> <tr> <td>Bank draft/guarantee issued by a Universal or Commercial Bank</td> <td style="text-align: center;">Five percent (5%)</td> </tr> <tr> <td>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td style="text-align: center;">Thirty percent (30%)</td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)	Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.	Five percent (5%)	Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)								
Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.	Five percent (5%)								
Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)								
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)								
5	<p>Warranty</p> <p>One (1) year warranty for workmanship and drive motors supplied by the Contractor. The obligation for the warranty shall be covered by, at the Contractor's option, either retention money in an amount equivalent to five percent (5%) of the Contract amount, or a warranty bond (callable upon demand) equivalent to percent (5%) of the total Contract amount. Said warranty obligation shall be released only after the expiration of warranty period, however, the same will be forfeited by PICC as part of payment for any</p>								

16

	damage of cooling tower unit/s if the contractor refuses or fails to restore/repair the damaged cooling tower/s and/ or replace its damaged component/part attributable to contractor during the repair process/test run and warranty period.
6	The period for correction of defects is seven (7) calendar days upon receipt of notice from PICC project-in-charge.

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	
I	Supply of Labor and Materials for the Repair of Seven (7) Units Blower Fan Assemblies of the Cooling Tower of the Centralized Air-conditioning System	Work should be completed within sixty (60) calendar days after receipt of the Notice to Proceed.

Note:

The Contractor shall be granted extension of completion time for any delay attributable to PICC and other works which are not part of Scope of Works. In case of delay in the required completion time or delivery period, inclusive of duly granted time extensions if any, the Contractor shall be liable for damages for the delay and shall pay the PICC for liquidated damages an amount equivalent to 1/10 of 1 percent of the total value of uncompleted portion the project for each day of delay until such time the project is finally completed and accepted by PICC. Said penalty on delay shall be charged to any amount due the Contractor, or in the absence or insufficiency thereof, from the performance bond/security. In case of insufficiency of the bond, the Contractor shall pay the balance to PICC upon notice.

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company / Bidder

Signature over printed Name of Authorized Representative

Position

Date

Section VII. Technical Specifications

B. CONDITIONS:

1. Upon receipt of letter of award and signing of contract, the Contractor shall post a performance security in favor of PICC. Said security shall be equivalent to five (5%) of total contract price if in the form of cash, cashier's check or manager's check, or thirty percent (30%) of total contract price if in the form of surety bond (callable upon demand) issued by any reputable surety or insurance company, duly certified by the Office of the Insurance Commission as authorized to issue such security. Said performance security will be forfeited by PICC as payment for any damage as a result of poor workmanship of the Contractor and will be released only after final work acceptance by PICC.
2. Any parts found defective by the Contractor during the process of repair which are not part of the scope of works, and other restorations needing extensive machining works shall be reported immediately to PICC and the former shall submit a detailed status report, bill of materials and parts, and a price quotation for the supply of said services and needed materials /parts for costing and possible variation order/separate procurement.
3. The Contractor shall coordinate with the PICC-Mechanical Services Division throughout the work process. Any work that could affect PICC' air conditioning operation should be properly coordinated with Mechanical Services Division (MSD) engineer/s or their authorized representatives before commencing any work.
4. The Contractor shall turn over to PICC all the bearings, belts, drive motors and other replaced items from the subject cooling tower units.
5. The Contractor shall turn over the cooling towers with blower fan assemblies operating silently with minimal/normal vibration and in good operating condition.
6. The contractor shall hold PICC and its personnel free from any liability, suit whatsoever arising from any claim by any or all personnel employed by the contractor to perform the duties herein.
7. Restoration cost of any damage/s due to negligence/poor workmanship shall be borne by the Contractor.
8. The Contractor must submit NBI or Police Clearance of its personnel to be assigned at the PICC.
9. The Contractor's personnel should wear its company uniform/ID whenever inside PICC premises
10. The Contractor shall ensure that its assigned personnel and/or representatives shall comply with, and submit themselves to the rules and regulations of the PICC on security, sanitation, environmental compliance, safety, health and other regulations.

STATEMENT OF COMPLIANCE

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.

Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

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

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. If any of the documents in Annex "A" has expired, the updated document shall be submitted during post-qualification;**

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 (**Annex "A"**); **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 (**Section "B"**); **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 (**Annex C"**); **and**
- (e) Fully accomplished **Section VI (Schedule of Requirements)** and **Section VII (Technical Specifications)** signed on each and every page), including the drawing, if any; **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 (**Annex "D"**).

Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (**Annex "E"**) or Acommitted 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;

ANNEX "A"

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : _____
 Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered
			Description	%		Planned	Actual	
Government								
Private								
Total Cost								

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 Date : _____

SINGLE LARGEST COMPLETED CONTRACT

WHICH IS SIMILAR TO THE CONTRACT TO BE BID

Business Name:

Business Address:

Name of Contract	a. Owner' Name b. Address c. Telephone Nos.	Nature of Item/Service	a. Amount of Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed

Note: This statement shall be supported with:

1. Contract

2. Certificate of Completion & Acceptance or Official Receipt/s or Sales Invoice issued for the contract

Note: *The Single Largest Completed Contract shall be completed within the last three (3) years from the date of submission and receipt of bids, that is similar to the contract to be bid, the amount of which shall be at least fifty percent (50%) of the ABC.*

Submitted by:

(Printed Name & Signature)

Designation:

Date:

BID SECURING DECLARATION FORM

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

x-----x

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

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

I/We², the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

² Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

PHILIPPINE INTERNATIONAL CONVENTION CENTER

Name of the Project: **Supply of Labor and Materials for the Repair of Seven (7) Blower Fan Assemblies of the Cooling Tower of the Centralized Air-conditioning System**

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached Income Tax Return and Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	
7.	Value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.

NFCC = P _____

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR.

or

A committed Line of Credit, in an amount to at least ten percent (10%) of the ABC, issued by a Universal of Commercial Bank.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative
Date: _____

Note:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

BID FORM

Date: _____

Project Identification No.: _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply of Labor and Materials for the Repair of Seven (7) Blower Fan Assemblies of the Cooling Tower of the Centralized Air-conditioning System** the sum of:

TOTAL AMOUNT: INCLUSIVE OF VALUE ADDED TAX (VAT)
_____ (P _____)
(Amount in Words) (Amount in figures)

or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules (see attached),

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____