



Invitation to Bid

SUPPLY AND INSTALLATION OF AIR-CONDITIONING UNITS AT DFPC CANTEEN (FMD2020-01)

The *Duty Free Philippines Corporation (DFPC)*, through its **2019 Corporate Operating Budget** intends to apply the sum of **One Million One Hundred Sixty-Nine Thousand Nine Hundred Ninety-Six Pesos (PhP1,169,996.00)** being the Approved Budget for the Contract (ABC) to payments under contract for the Supply and Installation of Air-Conditioning Units at DFPC Canteen.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

DFPC now invites bids for the Supply and Installation of Air-Conditioning Units at DFPC Canteen. Delivery of the Goods shall be indicated in the Notice to Proceed. **Bidders should have completed, within three (3) years (2017-2019) from the date of submission and receipt of bids, a contract similar to the Project.** Description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instructions to Bidders.

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) 9184, otherwise known as the "Government Procurement Reform Act" and is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

Interested Bidders may now obtain further information from DFPC and inspect and/or purchase the Bidding Documents at the address given below from **9:00AM – 5:00PM, Mondays thru Fridays.**

A complete set of Bidding Documents may be acquired by interested Bidders starting **24 January 2020** from the address below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **One Thousand One Hundred Pesos (PhP1,100.00).**

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

DFPC will hold a Pre-Bid Conference on **31 January 2020, 10:00AM** at the BAC Office located at the same address stated hereunder which shall be open to all prospective bidders.

Bids must be duly received by the BAC Secretariat at the BAC Office. Deadline for submission is on **13 February 2020 at 10:00AM**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in BDS under ITB Clause 18.

Bid opening shall be on **13 February 2020, 10:15AM** at the BAC Office. Bids will be opened in the presence of the Bidders' representatives who choose to attend. Late bids shall not be accepted.

DFPC 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 Section 41 of RA 9184 and its IRR, without thereby incurring liability to the affected bidder or bidders.

BAC Secretariat

Duty Free Philippines

EHA Bldg, Fiesta Mall, Columbia Complex

Ninoy Aquino Ave., Parañaque City

(632) 552-4343; (632) 5524-337 / 16555 loc. 3039 / 3095

Fax No. (632) 879 3664 / 552-4345 / 552 4399 loc. 834/833

Email add.: bacsecretariat@dfp.com.ph

(Sgd.) **ENGR, JOEL R. PEREZ**
BAC Chairperson

III. BID DATA SHEET

ITB Clause	
1.1	<p>The PROCURING ENTITY is DUTY FREE PHILIPPINES CORPORATION</p> <p>The name of the Contract is SUPPLY AND INSTALLATION OF AIR-CONDITIONING UNITS AT DFPC CANTEEN</p> <p>The identification number of the Contract is FMD2020-01</p>
1.2	<p>The lots and references is/are:</p> <p>Purchase Request no. 7099</p>
2	<p>The Funding Source:</p> <p>The Government of the Philippines (GOP) through the 2019 Corporate Operating Budget of DUTY FREE PHILIPPINES CORPORATION in the amount of:</p> <p>One Million One Hundred Sixty-Nine Thousand Nine Hundred Ninety-Six Pesos (PhP1,169,996.00)</p> <p>The name of the project is:</p> <p>SUPPLY AND INSTALLATION OF AIR-CONDITIONING UNITS AT DFPC CANTEEN</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	<p>The Bidder should have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC per year or:</p> <p>Five Hundred Eighty-Four Thousand Nine Hundred Ninety-Eight Pesos (PhP584,998.00)</p> <p>For this purpose, similar contract shall refer to supply and installation of Package Type Air Conditioning Unit (Floor Mounted).</p>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.

ITB Clause	
9.1	<p>The Date and Venue of the Pre-Bid Conference is: 31 January 2020, 2:00PM</p> <p>DUTY FREE PHILIPPINES CORPORATION BAC Office EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Ave. Parañaque City</p>
10.1	<p>The PROCURING ENTITY's address is: Duty Free Philippines Corporation Ground Floor, EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Avenue, Parañaque City</p> <p>ENGR. JOEL R. PEREZ BAC Chairperson</p> <p>Thru: BAC Secretariat Tele No : 8552 4337 loc. 3039, 8552 4343 Fax No. 8879 3664 / 8552 4345 / 8552 4399 loc. 834 bacsecretariat@dfp.com.ph</p>
12.1(a)	No further instructions.
12.1(a)(ii)	<p>The bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid should have been completed within the three (3) years (2017 to 2019) prior to the deadline for the submission and receipt of bids.</p> <p>Provide "Certificate of Customer Satisfaction/Acceptance/Completion" from the listed companies as proof.</p>
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	<p>The ABC is One Million One Hundred Sixty-Nine Thousand Nine Hundred Ninety-Six Pesos (PhP1,169,996.00)</p> <p>Any Bid with a financial proposal exceeding this amount shall not be accepted.</p>
15.4(a)(iv)	No incidental services are required.
15.4(b)(i)	Not applicable.
15.4(b)(ii)	No incidental services are required.
16.1(b)	The Bid prices for Goods and services supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	No further instructions.
17.1	Bids will be valid until 12 June 2020.

ITB Clause											
18.1	<p>The bid security shall be in any of the following amounts:</p> <table border="1" data-bbox="411 360 1398 1350"> <thead> <tr> <th data-bbox="411 360 936 439">ACCEPTABLE FORMS</th> <th data-bbox="936 360 1398 439">AMOUNT</th> </tr> </thead> <tbody> <tr> <td data-bbox="411 439 936 600">1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank</td> <td data-bbox="936 439 1398 1350" rowspan="2"> <p>Two Percent (2%) of the ABC or Twenty-Three Thousand Three Hundred Ninety-Nine Pesos and 92/100 (PhP23,399.92)</p> </td> </tr> <tr> <td data-bbox="411 600 936 958">2. Bank guarantee (<i>signed by the appointee</i>) or irrevocable letter of credit (<i>original and notarized</i>) issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank</td> </tr> <tr> <td data-bbox="411 958 936 1223">3. 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 data-bbox="936 958 1398 1223"> <p>Five Percent (5%) of the ABC or Fifty-Eight Thousand Four Hundred Ninety-Nine Pesos and 80/100 (PhP58,499.80)</p> </td> </tr> <tr> <td data-bbox="411 1223 936 1350">4. Bid-Securing Declaration</td> <td data-bbox="936 1223 1398 1350">Refer to Bidding Form No. 2</td> </tr> </tbody> </table>		ACCEPTABLE FORMS	AMOUNT	1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank	<p>Two Percent (2%) of the ABC or Twenty-Three Thousand Three Hundred Ninety-Nine Pesos and 92/100 (PhP23,399.92)</p>	2. Bank guarantee (<i>signed by the appointee</i>) or irrevocable letter of credit (<i>original and notarized</i>) issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	<p>Five Percent (5%) of the ABC or Fifty-Eight Thousand Four Hundred Ninety-Nine Pesos and 80/100 (PhP58,499.80)</p>	4. Bid-Securing Declaration	Refer to Bidding Form No. 2
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4. Bid-Securing Declaration	Refer to Bidding Form No. 2										
18.2	The bid security shall be valid until 12 June 2020 .										
20.3	Each Bidder shall submit one (1) original and three (3) copies of its Eligibility/Technical Component and Financial Component .										
21	<p>The Address for Submission of Bids is: DUTY FREE PHILIPPINES CORPORATION (DFPC) BAC Office Ground Floor EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Ave., Parañaque City</p> <p>The deadline for Submission of Bids is on 13 February 2020 at 10:00AM (based on DFPC's official time). Late bids shall not be accepted.</p>										

ITB Clause	
24.1	<p>The place of Bid Opening is DUTY FREE PHILIPPINES CORPORATION BAC Office Ground Floor EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Ave., Parañaque City</p> <p>The date and time of Bid opening is on: 13 February 2020 at 10:15AM (based on DFPC's official time).</p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3(a)	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
28.4	No further instructions.
29.2	<ol style="list-style-type: none"> 1. 2018 Income Tax Return (<i>form 1701/1702</i>) with Audited Financial Statement. 2. Business Tax Return (<i>forms 2550M/2551M and 2550Q/2551Q</i>) for the last six (6) months (July to December 2019) prior to opening of Bids filed thru Electronic Filing and Payment System (EFPS). <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <ol style="list-style-type: none"> 3. Updated General Information Sheet received by the SEC. 4. BIR Certificate of Registration. 5. Company Profile. 6. Location map and photo of the office
32.4(f)	No additional requirement.

V. SPECIAL CONDITIONS OF THE CONTRACT

GCC Clause			
1.1(g)	The PROCURING ENTITY is <i>Duty Free Philippines Corporation.</i>		
1.1(i)	The Supplier is _____		
1.1(j)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the 2019 Corporate Operating Budget of Duty Free Philippines Corporation in the amount of:</p> <p style="text-align: center;">One Million One Hundred Sixty-Nine Thousand Nine Hundred Ninety-Six Pesos (PhP1,169,996.00)</p>		
1.1(k)	<p>The Project Site is:</p> <p>DFPC CANTEEN</p> <p>GROUND FLOOR, EHA BUILDING, Parañaque City</p>		
2.1	No further instructions.		
5.1	<p>The PROCURING ENTITY’s address for Notices is:</p> <p>DUTY FREE PHILIPPINES CORPORATION, EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Ave., Parañaque City</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Vicente Pelagio A. Angala Chief Operating Officer Tel. Nos. (632) 8879-3559 Fax No. (632) 8552-4301</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Edgardo C. Isidro Facilities Management Department Tel. Nos. (632) 8552 4336 isidroec@dfp.com.ph</p> </td> </tr> </table> <p>The Supplier’s address for Notices is:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Vicente Pelagio A. Angala Chief Operating Officer Tel. Nos. (632) 8879-3559 Fax No. (632) 8552-4301</p>	<p>Edgardo C. Isidro Facilities Management Department Tel. Nos. (632) 8552 4336 isidroec@dfp.com.ph</p>
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GCC Clause	
6.2	<p><u>SERVICES RENDERED AND DOCUMENTS</u></p> <p>Place of Delivery is at Duty Free Philippines Corporation (DFPC), Administrative Department, Ground Floor EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Avenue, Parañaque City. Risk and title to the Goods will pass from the Supplier to the DFPC upon receipt and final acceptance by the latter at the said place of delivery.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier as pre-requisite to payment are as follows:</p> <ol style="list-style-type: none"> 1. Original copy of the Supplier's invoice showing GOODS' description, quantity, unit price, and total amount signed by the PROCURING ENTITY's representative at the Project Site; 2. Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; 3. Original copy of the Manufacturer's and/or Supplier's warranty certificate; 4. Certificate of Acceptance/Inspection Report signed by the PROCURING ENTITY's representative/s at the Project Site; 5. Other documents as the Procuring Entity may require to expedite payment. <p>For purposes of this clause the Procuring Entity's representative at the project site is Engr. Edgardo C. Isidro.</p> <p><u>UNDERTAKING OF THE SUPPLIER</u></p> <ol style="list-style-type: none"> 1. The SUPPLIER is responsible for the supply, delivery and installation of air-conditioning units including the necessary component such as refrigerant pipe, drainage line and electrical supply 2. The SUPPLIER shall provide only Technical Representative authorized/accredited by the ACU supplier to render configuration and/or troubleshooting of the unit in case of any problems. 3. The SUPPLIER is responsible for the replacement of the unit in case of total breakdown thereof or any of its important major components (compressor, filter drier, controls, etc.) during the warranty period. <p><u>INCIDENTAL SERVICES</u></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"> 1. Performance or supervision of on-site assembly or installation and/or start-up of the supplied GOODS 2. Furnishing of specialized tools required for assembly and/or maintenance of the supplied GOODS, if any;

GCC Clause	
	<p>3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied GOODS;</p> <p>4. 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> <p>5. Training of the PROCURING ENTITY'S personnel, at the Supplier's plant and/or on-site, in assembly, start-up operation, maintenance and/or repair of the supplied GOODS.</p> <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><u>SPARE PARTS</u></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 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> a. advance notification to the PROCURING ENTITY of the pending termination, in sufficient time to permit the PROCURING ENTITY to procure needed requirements; and b. following such termination, furnishing at no cost to the PROCURING ENTITY, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts for the GOODS for a period of Five (5) years.</p> <p>Other spare parts and components shall be supplied as promptly as possible, but in any case within Thirty (30) days upon placement of order.</p> <p><u>PACKAGING</u></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their place of delivery, 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.</p> <p>Packaging case size and weight shall be taken into consideration and where appropriate, the remoteness of the GOODS' place of delivery, 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</p>

GCC Clause	
	<p>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 Place of Delivery Gross weight Any special lifting instructions Any special handling instructions Any special storage 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><u>INSURANCE</u></p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to each manufacturer or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p><u>TRANSPORTATION</u></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 <i>force majeure</i> in accordance with GCC Clause 22.</p>

GCC Clause	
	<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 Place of delivery.</p> <p><u>PATENT RIGHTS</u></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>
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	The Inspection and Test to be conducted is actual testing and commissioning of the Package Type Air Conditioning Unit (Floor Mounted) in the presence of the PROCURING ENTITY's Representative.
17.3	One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4	In case of equipment malfunction/defect, the response time shall be within Forty-Eight (48) hours (Next Business Day) from notification of the PROCURING ENTITY.
21.1	No additional provision.

VI. SCHEDULE OF REQUIREMENTS

The SUPPLIER is responsible for the Supply and Installation of Air-conditioning Units at DFPC Canteen.

DESCRIPTION	QUANTITY
7.5 TR PACKAGE TYPE AIR CONDITIONING UNIT (Floor Mounted)	4 units

Scope of Work

1. Supply and installation of the required Package Type Air Conditioning Unit (Floor Mounted) with $\frac{1}{4} \times 1 - \frac{1}{2}$ angular steel base for indoor/outdoor unit
2. Supply and installation of refrigerant pipe with rubber tube insulation
3. Supply and installation of 2" dia. drainage line including chipping/restoration of flooring
4. Supply and installation of electrical supply from unit up to tapping point including circuit breaker
5. Commissioning/start up
6. Preventive Maintenance services during the 3rd and 6th month (cleaning of fins, filters, etc.)

Delivery Schedule

Supply and Installation of the above stated requirements shall be within **Forty (40) days** from receipt of the Notice to Proceed (NTP).

Signature over printed name

Position

Duly authorized to sign this Schedule of Requirements for and on behalf of _____

Date: _____

VII. TECHNICAL SPECIFICATIONS

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 be ground for rejection of the bid under evaluation.** A statement either in the Bidders 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 provisions of ITB Clause 3.1 (a.2) and/or GCC Clause 2.1 (a.2).

PACKAGE TYPE AIR CONDITIONING UNIT	MINIMUM SPECIFICATIONS		STATEMENT OF COMPLIANCE
	Capacity	7.5 TR	
Cooling	90,000 BTU/Hr		
	94,950 KJ/Hr		
Average power consumption	9,038 W		
Volts	208 – 230 Volts		
Frequency	60 Hz		
Phase	Three Phase		
Refrigerant	R22		
Pipe Size (liquid/gas)	5/8 “ /1-1/8” hard drawn copper pipe		
Pipe size (drain)	2” dia. PVC pipe		
Control signal transfer	Wired/remote control		

INSPECTION AND TEST:

The Inspection and Test to be conducted is actual testing and commissioning of the Package Type Air Conditioning Unit (Floor Mounted) in the presence of the PROCURING ENTITY’s Representative.

**ADDITIONAL REQUIREMENTS TO BE SUBMITTED ON THE DATE OF BID OPENING
AS INTEGRAL PART OF THE TECHNICAL SPECIFICATIONS:**

1. In case the bidder did not manufacture or otherwise produce the goods: Manufacturer's Authorization for the bidder to supply the goods under this contract. In case the bidder is a reseller, submit both Manufacturer's Authorization for the Distributor, and Distributor's Authorization for the bidder to supply the goods under this contract.
2. Authorized Service Partners' Certification from the Principal or Manufacturer or List of technical support service center and manpower (either 3rd party service center or in-house technical support).
3. Certificate of Site Inspection. (Please refer to Bidding Form No. 7)

Signature over printed name

Position

**Duly authorized to sign this compliance to the Technical Specification for and on
behalf of _____.**

Date: _____

BIDDING FORM NO. 1

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

		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)	

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

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

The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

NFCC = PhP _____

Submitted by:

Name of Bidder

Signature of Authorized Representative over Printed Name

Date: _____

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/We, the undersigned, declare that:

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

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

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

BIDDING FORM NO. 2

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 _____

of Attorneys No. _____

MCLE Compliance No. _____

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

Roll

IBP

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

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

OMNIBUS SWORN STATEMENT

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 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 of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of Duty Free Philippines Corporation;

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 and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

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;
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: I am 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 following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any;
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project]; and
- 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.

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

Bidder's Representative/Authorized Signatory

BIDDING FORM NO. 3

Page 3 of 3

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. _____

MCLE

Compliance No. _____

PTR No. _____

IBP No.

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

BID FORM

Date: _____

To: **ENGR. JOEL R. PEREZ**
Duty Free Philippines Corporation
Fiestamall, Columbia Complex,
Ninoy Aquino Avenue, Parañaque City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers **[insert numbers]**, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **Supply and Installation of Air-Conditioning Units at DFPC Canteen (FMD2020-01)** in conformity with the said Bidding Documents for the sum of _____ **[STATE HERE TOTAL BID AMOUNT IN WORDS AND FIGURES]** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for ITB Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

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

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

PRICE SCHEDULE

Name of Bidder _____

Item No.	Description	Unit Price	*Applicable Taxes	Total Unit Price	Quantity	GRAND TOTAL
1	7.5 TR PACKAGE TYPE AIR CONDITIONING UNIT (Floor Mounted)				4 units	

*For Applicable taxes, please refer to Section 32.2.2 of the 2016 Revised IRR of R.A. 9184

Signature over printed name

Position

Duly authorized to sign this Price Schedule for and on behalf of

Date: _____

BIDDING FORM NO. 6

CONTRACT AGREEMENT FORM

THIS AGREEMENT made the ____ day of _____ 20____ between Duty Free Philippines Corporation (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity's Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the ____
(for the Entity)

Signed, sealed, delivered by _____ the ____
(for the Supplier)

[ACKNOWLEDGEMENT]

CERTIFICATION FOR SITE INSPECTION

In compliance with the requirements of the Duty Free Philippines Corporation, the (name of the bidder's firm/company) hereby certify that we have inspected the premises for the Supply and Installation of Air-Conditioning Units at DFPC Canteen.

Name and Signature of Bidder's Authorized Representative

Position: _____

Bidder's Company Name: _____

Attested by:

Procuring Entity's (DFPC) Representative

REQUEST FOR RECONSIDERATION

Date of Issuance

ENGR. JOEL R. PEREZ
Duty Free Philippines Corporation
Fiestamall, Columbia Complex,
Ninoy Aquino Avenue, Parañaque City

Dear Sir:

In relation to the results of the Bid Opening/Post-Qualification conducted for the bidding of the (Name of Project) held on (date and time) at (venue) , we would like to request for reconsideration the decision of "Ineligibility" of our of our firm on the following grounds:

We are hoping for your consideration.

Very truly yours,

Name of the Representative of the Bidder
Position of the Representative
Name of the Bidder

Received by the BAC:

Date: _____