

Procurement of

Procurement for Air Conditioning Units

2025-014MTN

(Series No)

Government of the Republic of the Philippines

Invitation to Bid

1. The **Bureau of Customs Sub-port of Mactan**, through the **National Expenditure Program (NEP) of FY 2025** intends to apply the sum of **Three Hundred Nineteen Thousand Nine Hundred Ninety-six Pesos (₱319,996.00)** being the ABC to payments under the contract for the **Procurement of Airconditioning Units** with Project Identification Number 2025-014MTN. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Bureau of Customs Sub-port of Mactan** now invites bids for the above Procurement Project.
3. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 10 June 2025, 10AM. Late bids shall not be accepted.
4. Bid opening shall be on 10 June 2025, 2PM at the given address below.
5. The **Bureau of Customs Sub-port of Mactan** 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.
6. For further information, please refer to:

Jennifer A. Duyogan (COO I, Acting Procurement Officer)
or
Victoria C. Arandillo (COO III, Acting Accountant)
Bureau of Customs Sub-port of Mactan
MCIA Cargo Access Road, Barangay Ibo, Lapu-Lapu City
jennifer.duyogan@customs.gov.ph /victoria.arandillo@customs.gov.ph
+639171649903

General Conditions of The 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)**, if any.

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Test

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity 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.

SPECIFIC SCOPE OF SERVICE

Supplier’s must state here either “**Comply**” or any equivalent term in the column “Supplier’s Statement of Compliance” against each of the individual parameters of each specification. Please quote your **best offer** for the item/s below. Please do not leave any blank items. Indicate “**0**” if item being offered is for free.

After having carefully read and accepted the Terms and Conditions in the Request for Quotation, hereunder is our quotation for the item/s as follows:

SPECIFIC SCOPE OF SERVICE				
PROCUREMENT of Airconditioning Units				
Scope of Service Description	UoM	Quantity	Unit Cost (Vat Incl)	Total Cost (Vat Incl)
SUPPLY, DELIVERY AND INSTALLATION				
2 hp Window Type Inverter ACU	Unit	2		
2 hp Wall-mounted Split type ACU	Unit	2		
1.5 hp Window Type ACU	Unit	3		
Delivery Fee, if any				
TOTAL in ₱				
Words ₱				

*The above quoted prices are inclusive of all costs and applicable taxes.

Signature over Printed Name

Position/Designation

Office Telephone No.

Email Address/es

CONFIDENTIALITY AGREEMENT

The winning bidder/supplier shall protect Confidential Information about BOC Mactan, and to use it only for purposes of complying with its tasks and obligations under the Official Bid Document/Contract/Purchase Order. It shall not disclose any Confidential Information about the BOC Mactan project or procurement to a third party without the consent of BOC Mactan.

“Confidential Information” refers to information concerning the affairs of the BOC Mactan which are not available to the public which, if disclosed, may compromise the security of the Bureau.

The winning bidder/supplier shall not disclose any Confidential Information acquired its engagement with BOC Mactan even after the expiration or termination of the Contract.

Signature over Printed Name

Position/Designation

Office Telephone No.

Email Address/es

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT

Class “A” Documents

Legal Documents

- a) ☐Valid PhilGEPS Registration Number or Certificate (*Platinum Membership only if Public Bidding*) (all pages) in accordance with Section 8.5.2 of the IRR;
- b) ☐ Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
- c) ☐ BIR Certificate of Registration for TIN
- d) ☐ Original duly signed Omnibus Sworn Statement (OSS) (For procurement above 50k ABC); 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.

Technical Documents (As Requested only)

- e) ☐ Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
- f) ☐ Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;
- g) ☐ Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration;
- h) ☐ Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
- i) ☐ Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
- j) ☐ Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, **and**

Financial Documents (as Requested only)

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

II. FINANCIAL COMPONENT

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

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

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

I, _____, 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]

