



REPUBLIC OF THE PHILIPPINES
Department of Health
NATIONAL CENTER FOR MENTAL HEALTH
Nueve de Febrero Street, Mandaluyong City, Philippines

BIDDING DOCUMENTS

**PUBLIC BIDDING FOR THE
SUPPLY, DELIVERY,
INSTALLATION, TESTING AND
COMMISSIONING OF VARIOUS
AIR-CONDITION UNIT
(INVERTER) LOT CY 2024**

NCMH-BIDS AND AWARDS COMMITTEE

November 2024

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SECTION I: INVITATION TO BID NO. 23 - 2024

PUBLIC BIDDING FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF VARIOUS AIR-CONDITION UNIT (INVERTER) LOT CY 2024

1. The **NATIONAL CENTER FOR MENTAL HEALTH**, through the **INCOME 2024** intends to apply the sum of Six Million Three Hundred Ninety One Thousand Seven Hundred Twelve Pesos **Php6,391,712.00** being the ABC to payments under the contract for the following categories. Bids received in excess of the ABC shall be automatically rejected at the bid opening.

CATEGORY	APPROVED BUDGET FOR THE CONTRACT (ABC)
Public Bidding for the Supply, Delivery, Installation, Commissioning and Testing of Various Air-Condition Unit (Inverter) CY 2024	Php6,391,712.00

2. The **NATIONAL CENTER FOR MENTAL HEALTH** now invites bids for the above Procurement Project. Delivery of the Goods is required by **Ninety (90) Calendar Days**. Bidders should have completed, within **two (2) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **Procurement Section of the National Center for Mental Health** and inspect the Bidding Documents at the address given below from **8:00am to 5:00pm (Mondays to Fridays, except holidays)**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 25 – December 13, 2024 (Monday to Friday, 8:00AM – 4:00PM)** from the given address and website below, and upon submission of **LETTER OF INTENT** and payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of:

Approved Budget for the Contract	Maximum Cost of Bidding Documents (in Philippine Peso)
500,000.00 and below	500.00
More than 500,000.00 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 10 Million up to 50 Million	25,000.00
More than 50 Million up to 500 Million	50,000.00
More than 500 Million	75,000.00

6. The **National Center for Mental Health** will hold a **Pre-Bid Conference** on **December 2, 2024 (Monday) 1:30 PM** at the **BAC Conference Room of National Center for Mental Health**, which shall be open to prospective Bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office indicated below. 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 16, 2024 (Monday), 9:00 AM** at the **BAC Conference Room of National Center for Mental Health**. Bids will be opened in the presence of bidders' representatives who choose to attend the activity.
10. Not applicable
11. The **National Center for Mental Health** reserves the right to reject any and all bids, declare failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 and the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:



RUSSELLE S. OLASO, MPA
Head, NCMH BAC Secretariat / OIC, Procurement Section
Nueve de Febrero St. Brgy. Mauway, Mandaluyong City
Tel: 0285319001 loc 239, 240, 242
Telefax: 0285318318
Email: bacncmh@yahoo.com
www.ncmh.gov.ph

13. You may visit the following websites:
www.philgeps.gov.ph (PhilGEPS website using suppliers/bidders account)
<https://ncmh.gov.ph> (National Center for Mental Health Official Website)

November 25, 2024
Date of Issue



JERRY C. RODRIGUEZ, MGM-FSP
Chairperson, NCMH – Bids and Awards Committee CY 2024



SECTION II: INSTRUCTION TO BIDDERS

1. Scope of Bid

The Procuring Entity, **NATIONAL CENTER FOR MENTAL HEALTH**, wishes to receive Bids for the project below:

PUBLIC BIDDING FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF VARIOUS AIR-CONDITION UNIT (INVERTER) LOT CY 2024

The Procurement Project (referred to herein as "Project") is composed of:

CATEGORY	APPROVED BUDGET FOR THE CONTRACT (ABC)
Public Bidding for the Supply, Delivery, Installation, Commissioning and Testing of Various Air-Condition Unit (Inverter) LOT CY 2024	Php6,391,712.00

the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1 The GOP through the source of funding as indicated below for INCOME2024 in the amount of **Php6,391,712.00**

2.2 The source of funding is:

a. **INCOME 2024**

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.

5.3 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 Bidders must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.**
- b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

- Subcontracting is not allowed

8 Pre-Bid Conference

The Procuring Entity will hold a **Pre-Bid Conference** for this Project on **December 2, 2024 (Monday), 1:30PM** at the **BAC Conference Room of National Center for Mental Health** 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 request 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 the **Checklist of Technical and Financial Documents**.
- 10.2 The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **two (2) 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 the **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 prices, 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 Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall not be less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2 The Bid and bid security shall be valid until **[120 calendars from the date of Submission and 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.



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 The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.3 The Project shall be awarded as follows:
- Option 1 – One Project having several items that shall be awarded as one contract.
- 19.4 Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots of 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 of items participated in by the prospective Bidder.

20 Post-Qualification

- 20.1 Not Applicable
- 20.2 Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that is 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 from part of the Contract. Additional Contract documents are indicated in the **BDS**.

SECTION III: BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Public Bidding for the Supply, Delivery, Installation, Testing and Commissioning of Various Air-Condition Unit (Inverter) Lot CY 2024 b. Completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	The Price of the Goods shall be quoted in Philippine Peso.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount is not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount is not less than five percent (5%) of ABC, if bid security is in Surety Bond.
19.3	<p>Public Bidding for the Supply, Delivery, Installation, Testing and Commissioning of Various Air-Condition Unit (Inverter) Lot CY 2024 Please see List of Items for complete lists, quantity and ABC</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 is submitted the Lowest Calculated Bid, the Bidder shall submit its</p> <ol style="list-style-type: none"> a. Current and Valid Tax Clearance b. Latest Annual Income Tax Return (with corresponding eFPS Filing Reference Number and successful payment page or its equivalent proof of payment, if applicable) c. Certificate of PhilGEPS Registration (Platinum Membership) d. Current and Valid Mayor's Permit
21.1	<p>Additional contract documents relevant to the Project that is required by the Procuring Entity:</p> <ol style="list-style-type: none"> a. Notice of Award or Contract issued by the owners, as attachment for the Single Largest Completed Contract (SLCC) b. Current and Valid Certificate of Distributorship, if applicable c. Notarized Letter of Assurance from the Bidder on the Availability of Stocks d. Certificate Good Performance [For current service provider, it shall be issued by the Head of Procuring Entity / Medical Center Chief II of NCMH, for the current year. For non-current service provider, certificate issued from other Hospitals or agencies are acceptable (at least SATISFACTORY RATING)]. e. A certification that the unit being offered must be brand new and not a discontinued model. f. Certificate of warranty must be included: WARRANTY: at least 5 years for compressor and at least 1 year for other parts of the equipment.

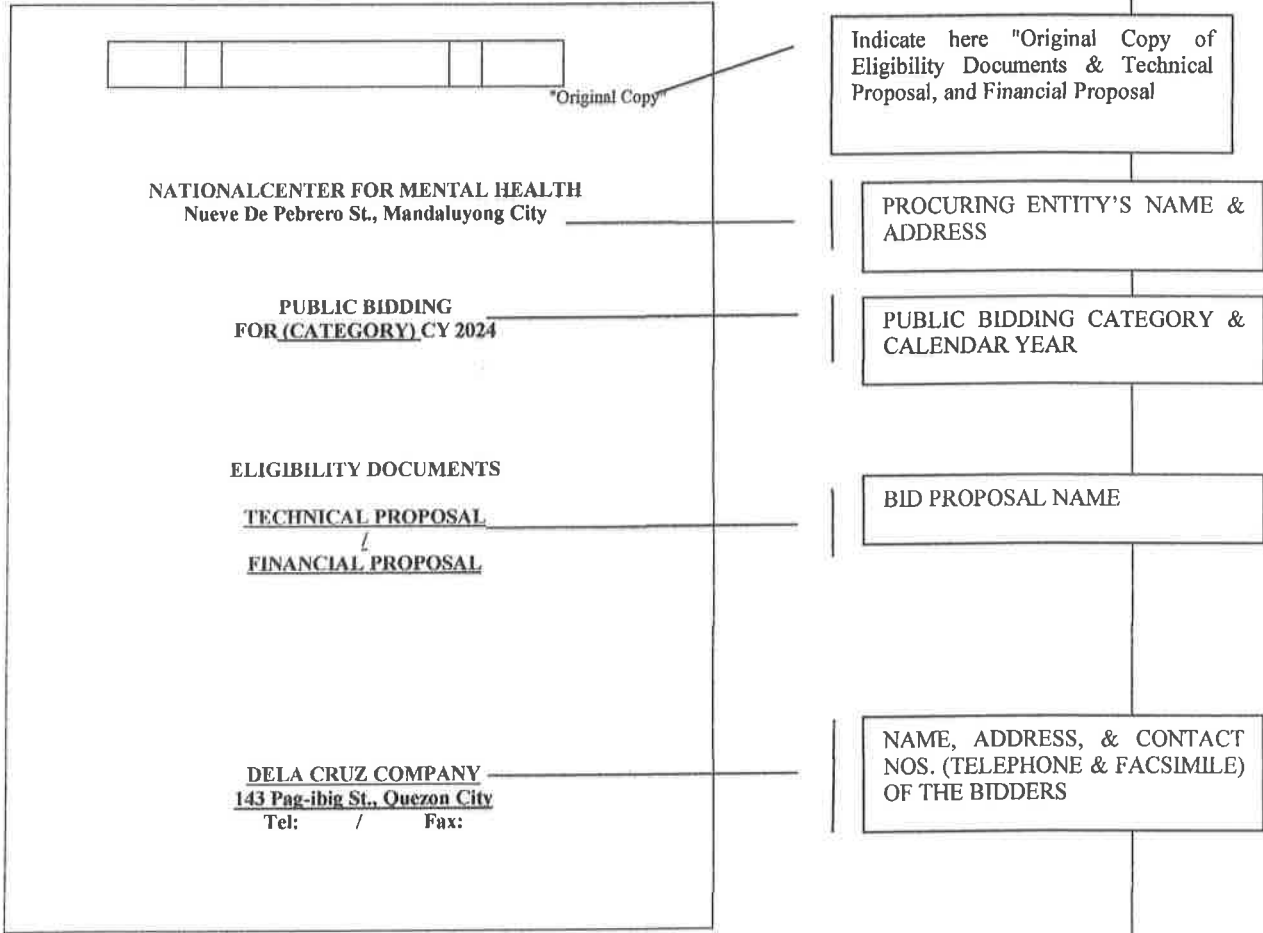
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Handwritten signatures and initials.

- g. Original brochure or equivalent document (i.e. operating or service manuals), in English, of the brand / model of the goods being offered showing compliance to the required technical specifications.
- h. Certificate of Good Manufacturing practice, TUV, ISO, or its equivalent for equipment only.
- i. Schedule / Program of Works.

The Eligibility Documents and Technical Proposal combined in one folder and the Financial Proposal in separate Folder (**GREEN FOLDER**). Each folder with **fastener/shoelace on top, with Table of Contents and Tabs (properly labeled according to the checklist for bidders issued).**

MARKING FOR ELIGIBILITY/TECHNICAL PROPOSALS / FINANCIAL PROPOSALS



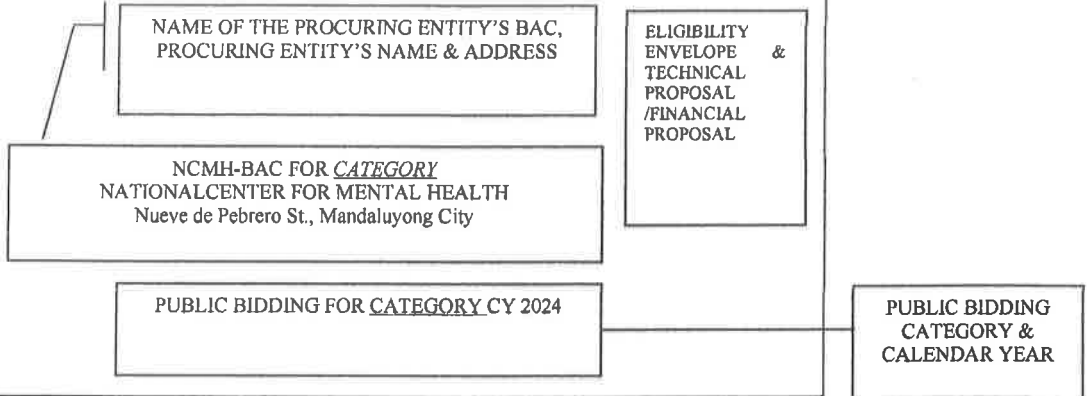
NOTE: Color of **Folder** is **GREEN**
Color of **Envelope** is **GREEN**

Note: All tabbing shall be in words / title based on the Checklist.

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The Eligibility Documents & Technical Proposals shall be placed in one envelope and the Financial Proposal also placed in another envelope (GREEN). All envelopes shall have the following markings:



MARKINGS FOR ENVELOPES

DELA CRUZ COMPANY
143 Pag-Ibig St., Quezon City
Tel: _____ / Fax: _____
DO NOT OPEN BEFORE: _____ / _____ : _____

NAME, ADDRESS & CONTACT NUMBERS (Telephone & Facsimile) OF THE BIDDER, "DO NOT OPEN" LABEL WITH THE DATE & TIME OF THE SUBMISSION & OPENING OF BIDS

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SECTION IV: GENERAL CONDITIONS OF THE CONTRACT

Scope of Work

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 the 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 if 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)**.

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**.

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.

Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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.

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Warranty

- 6.1 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.
- 6.2 The Procuring Entity shall promptly notify the Supplier in writing if 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.

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.

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SECTION V: SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms if this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered to MATERIAL MANAGEMENT SECTION. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are as follows:</p> <p style="padding-left: 40px;">a. Various Air-Condition Unit (Inverter)– Engr. Casimiro F. Donato III</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> <p style="padding-left: 40px;">a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p> <p style="padding-left: 40px;">b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p style="padding-left: 40px;">c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p style="padding-left: 40px;">d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p style="padding-left: 40px;">e. Training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</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>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier;</p> <p style="padding-left: 40px;">a. Such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p style="padding-left: 40px;">b. In the event of termination of production of the spare parts:</p> <p style="padding-left: 80px;">i. Advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p>

- ii. Following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts of components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts of components shall be supplied as promptly as possible, but in any case, within **seven (7) calendar days** of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross Weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

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 Philippines registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine Registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights –

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.

2.2	Not applicable
4	The inspections and tests that will be conducted are: <i>[indicate the applicable inspections and test]</i>

SECTION VI SCHEDULE OF REQUIREMENTS ITB No. 23 - 2024

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	Qty	Delivery Site			Delivery Period and Terms of Payment
			Office	Facility	Address	
1	1.5HP Window Type, Inverter with remote control Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 11.6 (minimum) Type of Control: Wireless Remote	3 unit	NCMH Material Management Section	National Center for Mental Health	9 De Pebrero St. Mauway, Man- daluyong City Contact No: 85319001 loc. 241	One-time delivery within ninety (90) calendar days upon receipt of Notice to Deliver.
2	2.0HP Window Type, Inverter with remote control Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 10.7 (minimum) Type of Control: Wireless Remote	11 unit				
3	2.5HP Window Type, Inverter with remote control Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 10.2 (minimum) Type of Control: Wireless Remote	4 unit				

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4	1.5HP Split Type Wall Mounted, Inverter with remote control Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 11.0 (minimum) Type of Control: Wireless Remote	13 unit				
5	2.0HP Split Type Wall Mounted, Inverter with remote control Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 9.6 (minimum) Type of Control: Wireless Remote	18 unit				
6	2.5HP Split Type Wall Mounted, Inverter with remote control Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 11.2 (minimum) Type of Control: Wireless Remote	12 unit				
7	3.0HP Split Type Wall Mounted, Inverter with remote control Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 8.2 (minimum) Type of Control: Wireless Remote	10 unit				

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8	3.0TR Split Type Floor Mounted, Inverter with remote control Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 9.28 (minimum) Type of Control: Wireless Remote	3 unit				
9	5.0TR Split Type Floor Mounted, Inverter with remote control Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 8.55 (minimum) Type of Control: Wireless Remote	4 unit				
CONFORME:						
(Company Name)						
(Name and Signature of Authorized Representative)						

CONFORMED BY:
 (Signature Over Printed Name)

DATE:

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SECTION VII TECHNICAL SPECIFICATIONS IB NO. 23 - 2024

INSTRUCTION: 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 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) (ii) and/or GCC Clause 2.1(a)(ii).

ITEM	PARTICULAR	SPECIFICATION	STATEMENT OF COMPLIANCE
VAC24-01	1.5 HP Window Type, Inverter	Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 11.6 (minimum) Type of Control: Wireless Remote	
	2.0 HP Window Type, Inverter	Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 10.7 (minimum) Type of Control: Wireless Remote	
	2.5 HP Window Type, Inverter	Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 10.2 (minimum) Type of Control: Wireless Remote	
	1.5 HP Wall Mounted Split Type, Inverter with Installation & Accessories	Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 11.0 (minimum) Type of Control: Wireless Remote	

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2.0 HP Split Type Wall Mounted, Inverter with Installation & Accessories	Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 9.6 (minimum) Type of Control: Wireless Remote	
2.5 HP Split Type Wall Mounted, Inverter with Installation & Accessories	Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 11.2 (minimum) Type of Control: Wireless Remote	
3.0 HP Split Type Wall Mounted, Inverter with Installation & Accessories	Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 8.2 (minimum) Type of Control: Wireless Remote	
3.0 Tonner Floor Mounted Split Type, Inverter with Installation & Accessories	Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 9.28 (minimum) Type of Control: Wireless Remote	
5.0 Tonner Floor Mounted Split Type, Inverter with Installation & Accessories	Power Supply Voltage: 220-240V Phase: Single Frequency: 60Hz Refrigerant Charge: R32 Energy Efficiency Ratio (EER): 8.55 (minimum) Type of Control: Wireless Remote	

Conformed by:

 Authorized Representative's
 Signature Over Printed Name

Date: _____

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TERMS OF REFERENCE (TOR)

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF AIR CONDITIONING UNITS FOR THE USE OF VARIOUS OFFICES AND PAVILIONS

This Terms of Reference (TOR) describes the technical description and other terms and conditions for the **Supply, Delivery, Installation, Commissioning and Testing of Air Conditioning Units for the Use of Various Offices and Pavillions.**

1. PROJECT BACKGROUND

The National Center for Mental Health (NCMH) undertakes to enhance and improve its services by upgrading to an efficient and environment friendly cooling system (from non-inverter to inverter type) in accordance with Republic Act (RA) No. 11285, or the Energy Efficiency and Conservation (EEC) Act without affecting the comfort and convenience of employees, staff and the general public.

2. OBJECTIVES

- 2.1. To provide the prospect Service Provider with sufficient background information on the **Supply, Delivery, Installation, Commissioning and Testing of Air Conditioning Units for the Use of Various Offices and Pavillions** which will be completed within **90 calendar days** at a cost most advantageous to the government in an acceptable quality and workmanship;
- 2.2. To describe the proposed project and its constituent components including specifications and technical details; and
- 2.3. To determine the roles and responsibilities of the winning Service Provider throughout the entire process, from pre-construction to post-completion phase.

3. SCOPE OF WORK

- 3.1. The Service provider, at their own expense, shall supply the necessary Documents, Labor, Materials, Tools, Supplies, Equipment and Appurtenances;
- 3.2. The Service Provider shall manage and supervise the project to its satisfactory completion in accordance with the Specifications, and Terms of Reference (TOR) approved by the Head of the Procuring entity (HoPE) or any duly authorized representative;
- 3.3. The Service Provider shall conduct site inspection to determine the specific needs of the project; and

3.4. The Service Provider shall perform the following tasks:

3.4.1. CLEARANCES

- a. Secure the following permit
 - Notice to Proceed (NTP) issued by the HoPE to initiate and authorize the mobilization and implementation of the project

3.4.2. MOBILIZATION AND DEMOBILIZATION

- a. Mobilize and transport equipment, materials and employees to the site upon receipt of NTP to the project site;
- b. Conduct meeting with the Facilities Equipment Maintenance Section (FEMS) to discuss the rules and regulations to be observed by the Service Provider for the duration of the project;
- c. Demobilize or remove the same upon receipt of clearance from FEMS and Security Section after the completion of the project.

3.4.3. STORAGE

- a. Deliver all supplies and materials at a location designated by the HoPE or any duly designated authorized representative;
- b. Coordinate with the Security Section for verification and inspection of personnel and all deliveries. Security Section is to coordinate with FEMS;
- c. Ensure that all supplies and materials are properly turned over and delivered on the designated location in good quality and condition;
- d. Provide a record of delivery indicating its time; and
- e. Store materials to ensure the preservation of their quality and fitness for their work and to facilitate prompt inspection.

3.4.4. DAMAGE PREVENTION

- a. Secure the project site to prevent illegal entry or work damage during the entire duration of the contract;
- b. Comply with pertinent regulations and adopt safety measures, such as but not limited to enclosures, shielding, coverings, and off - limits signs surrounding the project site;

- c. Undertake all necessary precautions to prevent damages to all existing structure, which are to remain and do not require any modification.

3.4.5. MECHANICAL WORKS

- a. Layout copper tubing including insulation and wrap with polyethylene tape;
- b. Installation of Split Type Air-condition units with complete copper pipes insulation and other necessary accessories;

Item No	Description	Qty	Capacity	Power Supply
1	Wall Mounted Split Type	13	1.5 Horse Power (HP)	220V-240V, 1P, 60Hz
2	Wall Mounted Split Type	18	2.0 Horse Power (HP)	220V-240V, 1P, 60Hz
3	Wall Mounted Split Type	12	2.5 Horse Power (HP)	220V-240V, 1P, 60Hz
4	Wall Mounted Split Type	10	3.0 Horse Power (HP)	220V-240V, 1P, 60Hz
5	Floor Mounted Split Type	3	3.0 Tons of Refrigeration (TR)	220V-240V, 1P, 60Hz
6	Floor Mounted Split Type	4	5.0 Tons of Refrigeration (TR)	220V-240V, 1P, 60Hz

- c. Perform precise Refrigerant (Freon) R32 charging adhering to Department of Energy (DoE) standards and safety protocols for efficient system operation;
- d. Testing and Commissioning to be witness in the presence of any duly authorized representative;
- e. Any mechanical equipment and accessories to be used in the air-conditioning units shall conform to the building standards as set and prescribed by the Philippine Mechanical Engineering Code.

3.4.6. PIPING WORKS

- a. Install and connect drain pipe;
- b. Conduct pressure test to verify the integrity of the piping system;
- c. Implement corrosion protection measures for long term durability;

- d. Drain pipes must be PVC blue pipes with at least ¾" in diameter

3.4.7. FABRICATION AND PAINTING WORKS

- a. Fabrication and painting of air-conditioning stand and brackets/hangers.

3.4.8. ELECTRICAL WORKS

- a. Perform all electrical works in accordance with the approved Specifications;
- b. Install PVC Corrugated Electrical Flexible Hose from ACCU to Service Circuit Breaker;
- c. Install circuit breaker 50 amperes 3 Phase for 5.0TR Floor Mounted, 40 amperes for 3.0TR Floor Mounted and 30 amperes for all Window Type and Split Type Wall Mounted, together with housing and are of heavy duty;
- d. Connect electrical line for LINE SIDE ONLY- 5.5mm² THHN Wire for all units except for 5.0TR Floor Mounted (use-8.0mm² THHN Wire) and an additional #10 PDX Wire for Pharmacy and Pavilion 9 Area.
- e. Install electrical wirings, shielded wire, flexible type hose, circuit breakers and all other necessary connections for the completion of the project; and
- f. Complete testing and commissioning of electrical power system.

3.4.9. CLEANING

- a. Remove and dispose of all dirt and debris and keep project site clean, neat and orderly at all times during the progress of the work to prevent accidents; and
- b. Collect and remove all debris from the site daily by Service Provider in accordance with the standard of NCMH – Sanitation Section.

3.4.10. TESTING AND COMMISSIONING

- a. Flushing the system for the leak test.
- b. Functional testing of individual components (compressor, evaporator, condenser, etc.);
- c. Performance testing under various load conditions;

- d. Testing of safety features and emergency shutdown procedures;
- e. Verification of temperature and humidity control parameters;
- f. Calibration of sensors and control system;
- g. Verification of control sequence and interlocks;
- h. Balancing of air distribution systems.

4. GENERAL REQUIREMENTS

- 4.1. The Service Provider shall visit the site and thoroughly inspect existing facilities and properly consider, in the preparation of the supply and installation, how such conditions will affect the work indicated on the Specifications. Failure to do so will in no way relieve the Service Provider of the responsibility for furnishing labor, materials and equipment required;
- 4.2. The Service Provider shall supply and submit a list of personnel, materials and equipment necessary for the project in accordance with the approved Specifications and Terms of Reference;
- 4.3. The Service Provider shall finish with first quality workmanship to the satisfaction of the HoPE or any duly authorized representative; and
- 4.4. The Service Provider shall follow guidelines on minimum health standards set by the Department of Health (DOH).

5. EQUIPMENT AND MANPOWER REQUIREMENTS

- 5.1. The Service Provider shall provide the respective key personnel:

Description	Years of Experience Required
Licensed Mechanical Engineer	Five (5) years in Air-conditioning unit projects
Senior Air-con Technician	Five (5) years in Air-conditioning unit projects

- 5.2. The Service Provider shall provide Laborer(s), with no minimum requirement as to the number of years of experience;
- 5.3. The Service Provider shall provide the following minimum equipment:
 - a. Grinders;
 - b. Cutters;
 - c. Electrical Tools, such as but not limited to pliers, voltmeter and ammeter;
 - d. Painting Tools, such as but not limited to paint tray, paint rollers and brushes;
 - e. Cleaning equipment such as vacuum.

5.4. The Service Provider shall submit the list of personnel to the FEMS and Security Section;

5.5. The Service Provider shall have no history of overdue deliveries or unperformed services intended for any government office.

6. TECHNICAL SPECIFICATIONS

DESCRIPTION		QTY	UNIT
1.5HP Window Type, Inverter with remote control		3	Units
Nominal Capacity	1.5HP		
Unit Type	Window Type Inverter		
Power Supply	Voltage: 220 – 240V		
	Phase: Single		
	Frequency: 60Hz		
Refrigerant Charge	R32		
Energy Efficiency Ratio (EER)	11.6 (minimum)		
Type of Control	Wireless Remote		
2.0HP Window Type, Inverter with remote control		11	Units
Nominal Capacity	2.0HP		
Unit Type	Window Type Inverter		
Power Supply	Voltage: 220 – 240V		
	Phase: Single		
	Frequency: 60Hz		
Refrigerant Charge	R32		
Energy Efficiency Ratio (EER)	10.7 (minimum)		
Type of Control	Wireless Remote		
2.5HP Window Type, Inverter with remote control		4	Units
Nominal Capacity	2.5HP		
Unit Type	Window Type Inverter		
Power Supply	Voltage: 220 – 240V		
	Phase: Single		
	Frequency: 60Hz		
Refrigerant Charge	R32		
Energy Efficiency Ratio (EER)	10.2 (minimum)		
Type of Control	Wireless Remote		
1.5HP Split Type Wall Mounted, Inverter with remote control		13	Units
Nominal Capacity	1.5HP		
Unit Type	Split Type Wall Mounted Inverter		
Power Supply	Voltage: 220 – 240V		
	Phase: Single		
	Frequency: 60Hz		
Refrigerant Charge	R32		
Energy Efficiency Ratio (EER)	11.0 (minimum)		
Type of Control	Wireless Remote		

2.0HP Split Type Wall Mounted, Inverter with remote control		18	Units
Nominal Capacity	2.0HP		
Unit Type	Split Type Wall Mounted Inverter		
Power Supply	Voltage: 220 – 240V		
	Phase: Single		
	Frequency: 60Hz		
Refrigerant Charge	R32		
Energy Efficiency Ratio (EER)	9.6 (minimum)		
Type of Control	Wireless Remote		
2.5HP Split Type Wall Mounted, Inverter with remote control		12	Units
Nominal Capacity	2.5HP		
Unit Type	Split Type Wall Mounted Inverter		
Power Supply	Voltage: 220 – 240V		
	Phase: Single		
	Frequency: 60Hz		
Refrigerant Charge	R32		
Energy Efficiency Ratio (EER)	11.2 (minimum)		
Type of Control	Wireless Remote		
3.0HP Split Type Wall Mounted, Inverter with remote control		10	Units
Nominal Capacity	3.0HP		
Unit Type	Split Type Wall Mounted Inverter		
Power Supply	Voltage: 220 – 240V		
	Phase: Single		
	Frequency: 60Hz		
Refrigerant Charge	R32		
Energy Efficiency Ratio (EER)	8.2 (minimum)		
Type of Control	Wireless Remote		
3.0TR Split Type Floor Mounted, Inverter with remote control		3	Units
Nominal Capacity	3.0TR		
Unit Type	Split Type Floor Mounted Inverter		
Power Supply	Voltage: 220 – 240V		
	Phase: Single		
	Frequency: 60Hz		
Refrigerant Charge	R32		
Energy Efficiency Ratio (EER)	9.28 (minimum)		
Type of Control	Wireless Remote		
5.0TR Split Type Floor Mounted, Inverter with remote control		4	Units
Nominal Capacity	5.0TR		
Unit Type	Split Type Floor Mounted Inverter		
Power Supply	Voltage: 220 – 240V		
	Phase: Single		
	Frequency: 60Hz		
Refrigerant Charge	R32		
Energy Efficiency Ratio (EER)	8.55 (minimum)		
Type of Control	Wireless Remote		

7. MODE OF PAYMENT

- 7.1. The ABC of this project is Php6,391,712.00 inclusive of all applicable government taxes and charges;
- 7.2. The Service Provider shall not claim any additional payments or damages for any delay or extra expense caused by encountering construction or materials other than anticipated or different from those indicated;
- 7.3. In consideration of the services to be performed under this TOR, the NCMH shall pay the Service Provider the contract amount, inclusive of all applicable taxes.
- 7.4. Terms of payment shall be:

Payment	Deliverables	Documentary Requirements	Percentage of Contract Price
First and Final Billing	Completion (Installation, Commissioning and Testing) of contract duration	Certificate of Inspection, Certificate of Acceptance and Certificate of Completion	100%

- 7.5. Payment shall be given in full only after completion and acceptance of the project.

8. WARRANTY

- 8.1. The Service Provider shall issue a Certificate of Warranty to NCMH which shall commence from the date of issuance of Certificate of Acceptance;
 - a. Minimum of one (1) year warranty period on Parts and Accessories
 - b. Minimum of five (5) years warranty period on the Compressor Motor
 - c. Minimum of one (1) years warranty period on the Electric Board, Indoor and Outdoor
- 8.2. The response time for the technical assistance shall be within 24 hours from receipt of notice of service, including repair, replacement and general cleaning;
- 8.3. General cleaning shall be conducted quarterly (every 3 months) from the issuance of Certificate of Warranty; and
- 8.4. The NCMH shall be notified in case the office address and contact details of the Service Provider changes.

9. MISCELLANEOUS PROVISION

- 9.1. The Service Provider shall comply with the Environment Management System (EMS) being practiced by NCMH by providing the following;

- a. All supplies and materials to be brought inside the NCMH premises shall be green labelled or environment friendly;
 - b. All toxic and hazardous materials necessary for the completion of the project shall be properly labelled and placed in a secondary containment, which shall be located at the safest place in the working area and which properly disposed by the Service Provider.
- 9.2. The Service Provider shall ensure that all staff must wear their proper working apparels with identifications (IDs) and provided with necessary safety gears;
 - 9.3. The Service Provider shall strictly prohibit the use of polystyrene foam, such as Styrofoam;
 - 9.4. The Service Provider shall comply with all existing laws, decrees, ordinances, acts and regulations of the Philippines that may affect the contract in any way, including the express and implied warranties and liabilities which maybe found therein; and
 - 9.5. The Service Provider shall comply with all existing laws and pertinent local legislations, executive and administrative orders, together with all implementing rules and regulations issued by the Department of Labor and Employment (DOLE) and other relative government authorities.

10. VIOLATION OF THE TERMS AND CONDITIONS

- 10.1. The Service Provider shall hold the NCMH free from any and all claims, liabilities, losses and suits arising from the Service Provider's services, or the acts, omissions or conduct of all persons employed or allowed by the Service Provider or participate or assist in the performance of its obligations under the TOR;
- 10.2. The NCMH shall have the right to declare this Agreement rescinded and terminated after due notice upon failure of the Service Provider to comply with any terms and conditions of this Agreement without prejudice to such other rights of the NCMH to proceed against the Service Provider as may be warranted by the circumstances, including forfeiture of performance security and/or the filing of appropriate administrative, civil or criminal charges against the responsible persons; and
- 10.3. If the Service Provider violates any of the terms and conditions of this TOR, or shall neglect to perform any of their work, duties, functions, responsibilities or obligations stipulated herein, or for any other causes shall not carry the tasks in acceptable manner, and by the reason thereof, the NCMH suffer damages or losses, the Service Provider shall be assessed a penalty in the form of Liquidated Damages (LD) in the amount in accordance with Republic Act (RA) 9184 and shall be subjected to Administrative sanctions in pursuant to the above mentioned Act and its IRR.

CHECKLIST FOR BIDDERS

Project: **Public Bidding for the Supply, Delivery, Installation, Testing and Commissioning of Various Air-Condition Unit (Inverter) Lot CY 2024**

Approved Budget for the Contract (ABC):

PHP 6,391,712.00

Date/Time and Venue of Opening of Bids:

**December 16, 2024 (Monday, 9:00AM)
BAC Conference Room, NCMH Compound**

Instructions:

1. A bidder must submit one (1) original during submission and opening of bids and two (2) additional copies of the original are requested to be submitted on the submission of the additional requirements for post qualification. All documents shall be current and updated.
2. The "ORIGINAL" copy of the bid form shall be typed or written in ink and shall be signed by the bidder or its duly authorized representative.
3. To facilitate the evaluation of the bids, bidders are advised to compile the documents in two (2) separate folders (i.e., one for Eligibility/Technical Documents and another for Financial Documents), properly labelled and tabbed, and following the sequence provided herein.

CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS' ENVELOPE

TECHNICAL COMPONENT ENVELOPE

CLASS "A" DOCUMENTS

A. LEGAL DOCUMENTS

- (1) **REGISTRATION CERTIFICATE FROM PHILIPPINE GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM (PHILGEPS) – Platinum Membership; and**
- (2) **BUSINESS REGISTRATION CERTIFICATE** from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the BDS; **and**
- (3) **MAYOR'S PERMIT** (valid and current) issued by the city or municipality where the principal place of business of the prospective bidder is located; **and**
- (4) **TAX CLEARANCE CERTIFICATE** (valid and current) for Bidding Purposes, per Executive Order No. 398, s. 2005, as finally reviewed and approved by BIR.

B. TECHNICAL DOCUMENTS

- (5) Statement of **ALL ITS ON-GOING 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, using the form prescribed in Annex: Bidding Forms; **and**
**All spaces should be filled up with correct information.*
- (6) Statement of the Bidder's **SINGLE LARGEST COMPLETED CONTRACT (SLCC)*** similar to the contract to be bid, in accordance with ITB Clause 5.4 and using the form prescribed in Annex: Bidding Forms.

NOTE: Similar project refers to "**Air Condition Unit (Inverter)**", costing at least fifty percent (50%) of the ABC.

**All spaces should be filled up with correct information.*

(7) **BID SECURITY** in any of the following form:

- (7.1) **Notarized Bid Securing Declaration**, using the form prescribed in Annex: Bidding Forms; or
 - (7.2) **Cash, Cashier's/Manager's Check**, issued by a Universal or Commercial Bank (**not less than 2% of the ABC**); or
 - (7.3) **Bank Draft/Guarantee or an Irrevocable Letter of Credit** issued by a Universal or Commercial Bank, or by a foreign bank but shall be accompanied by a confirmation from a Universal or Commercial Bank (**not less than 2% of the ABC**); or
 - (7.4) **Surety Bond, callable upon demand** [issued by a surety or insurance company, with a certification from the Insurance Commission as authorized to issue such instrument] (**not less than 5% of the ABC**).
- (8) Conformity to **TECHNICAL SPECIFICATIONS**, using the prescribed form in Section VII of the Bidding Documents and showing compliance to each item description provided for by NCMH;
- (9) **Notarized OMNIBUS SWORN STATEMENT** in accordance with Section 25.3 of the IRR of RA 9184, using the form prescribed in Annex: Bidding Forms.
- (10) **AUTHORITY OF THE SIGNATORY**, whichever is applicable:
(a) Special Power of Attorney, in case of single proprietorship.
(b) Resolution from the General Manager or President, If partnership.
(c) Board resolution with Secretary's Certificate, in case of Corporation.
(d) Resolution signed by all the joint-venture partners, in case of Joint-Venture.

FINANCIAL DOCUMENTS

- (11) **The Supplier's AUDITED FINANCIAL STATEMENTS**, showing among others the 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 date of bid submission. (CY 2022 with comparative statement CY 2022 and CY 2021).
- (12) Duly signed **NET FINANCIAL CONTRACTING CAPACITY (NFCC) COMPUTATION**, in accordance with ITB Clause 5.5, or a commitment from a Universal or Commercial Bank to extend a Credit Line in favor of the prospective bidder if awarded the contract to be bid.

CLASS "B" DOCUMENTS: IF APPLICABLE —

- (13) **JOINT VENTURE AGREEMENT (JVA)**, in case the joint venture is already in existence; or
In the absence of a JVA, **Duly Notarized Statements** (i.e., Protocol/Undertaking of Agreement) from all the potential joint venture partners should be included in the bid, stating: *That*, they will enter into and abide by the provisions of the JVA in the event that the bid is successful; and *That*, failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security (Section 23.1(b) of the 2016 Revised IRR).

NOTES:

- (a) The JVA or the Protocol must specify the company/partner and the name of the office designated as the authorized representative of the joint venture.
- (b) Each partner of the joint venture shall submit their respective Legal (I.A) - Eligibility Documents.

- (c) The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: *Provided that*, the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and latest Audited Financial Statements.

******IF NOT APPLICABLE INDICATE IN A SEPARATE SHEET WITH TABBING THAT JOINT VENTURE AGREEMENT IS NOT APPLICABLE******

FINANCIAL COMPONENT ENVELOPE

- (1) Original of duly signed and completed **FINANCIAL BID FORM. And**
- (2) Original of duly signed and completed **PRICE SCHEDULE FORM.**

Note well:


1. Any missing, incomplete, or patently insufficient document in the above-mentioned checklist shall be considered "FAILED" (as per Rule IX, Sec. 30.1 of R.A. No. 9184).
2. In case of discrepancies between this checklist and the bidding documents the latter shall prevail.

The above checklist was discussed and agreed upon by the members of the NCMH Bids and Awards Committee in consultation with its Technical Working Group, including the proponent /end-user/ implementing unit.

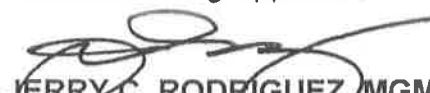
**LIST OF ITEMS FOR PUBLIC BIDDING CY2024
SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF
VARIOUS AIR-CONDITION UNIT (INVERTER)
(LOT)**

NO	ITEM CODE	ITEM DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	VAC24-01	1.5 HP Window Type, Inverter	3	unit	Php48,451.00	Php145,353.00
		2.0 HP Window Type, Inverter	11	unit	Php58,141.00	Php639,551.00
		2.5 HP Window Type, Inverter	4	unit	Php59,347.00	Php237,388.00
		1.5 HP Wall Mounted Split Type, Inverter with Installation & Accessories	13	unit	Php56,440.00	Php733,720.00
		2.0 HP Split Type Wall Mounted, Inverter with Installation & Accessories	18	unit	Php72,186.00	Php1,299,348.00
		2.5 HP Split Type Wall Mounted, Inverter with Installation & Accessories	12	unit	Php83,572.00	Php1,002,864.00
		3.0 HP Split Type Wall Mounted, Inverter with Installation & Accessories	10	unit	Php108,894.00	Php1,008,940.00
		3.0 Tonner Floor Mounted Split Type, Inverter with Installation & Accessories	3	unit	Php133,840.00	Php401,520.00
		5.0 Tonner Floor Mounted Split Type, Inverter with Installation & Accessories	4	unit	Php210,757.00	Php843,028.00
TOTAL						Php6,391,712.00

Submitted by:


CASIMIRO F. DONATO III, CE
(End-User)

Recommending Approval:


JERRY C. RODRIGUEZ, MGM-ESP
Chairperson, BAC for Equipment CY2024

Approved by:

(SGD)
NOEL V. REYES, MD, FPPA, MMHoA
Medical Center Chief II

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

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/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and 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,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery 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.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Purpose of Commission or gratuity
_____	_____
_____	_____
_____	_____

_____	_____
_____	_____

(if none, state "None")]

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: _____

Bid Securing Declaration Form
[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION
Project Identification No.: [Insert 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 procurement 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 No. 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; and
 - 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 OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

Name of the Procuring Entity _____ Project Reference Number _____
 Name of the Project _____
 Location of the Project _____

List of all Ongoing Government and 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 No.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% Of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
Government								
Private								

Note: This statement shall be supported with:
 1. Notice of Award and / or Contract (Government and Private Contracts)
 2. Sales Invoices (Private Contracts)

Submitted by _____
 (Signature Above Printed Name)
 Designation _____
 Date _____

Name of the Procuring Entity _____

Project Reference Number _____

Name of the Project _____

Location of the Project _____

Statement of Single Largest Completed Contract which is similar in nature for the past 2 years

Business Name : _____
Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Bidder's Role		a. Amount of Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
Government						
Private						

Note: This statement shall be supported with:
 1. Notice of Award and/or Contract (Government and Private Contracts)
 2. Sales Invoice (Private Contracts)

Submitted by : _____
 (Signature Above Printed Name)

Designation : _____

Date : _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit <small>(col 5+6+7+8)</small>	Total Price delivered Final Destination <small>(col 9) x (col 4)</small>

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIF named place (specify border point or place of destination)	Total CIF or CIF price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf 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]
Affian

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

Note: Should be printed on Legal Size Paper

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between **NATIONAL CENTER FOR MENTAL HEALTH** of the Philippines (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, particularly **PUBLIC BIDDING FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF VARIOUS AIR-CONDITION UNIT (INVERTER) LOT CY 2024** 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 in specified currency]** (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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. The Philippine Bidding Documents (PBDs);
 1. Schedule of Requirements;
 2. Technical Specifications;
 3. General and Special Conditions of Contract; and
 4. Supplemental or Bid Bulletin, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **[total contract price in words and figures]** or such other sums as may be ascertained, **[Named of the bidder]** agrees to **PUBLIC BIDDING FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF VARIOUS AIR-CONDITION UNIT (INVERTER) LOT CY 2024** in accordance with his/her/its Bid.

4. The NATIONAL CENTER FOR MENTAL HEALTH agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

NOEL V. REYES, MD, FPPA, MMHoA
Medical Center Chief II

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:

for:

National Center for Mental Health

[Insert Name of Supplier]

SIGNED IN THE PRESENCE OF:

[Witness from Supplier]

RIC B. CABRADILLA, CPA
Chief – Accounting Section

JERRY C. RODRIGUEZ, MGM-ESP
Chief – Hospital Operations and Patient Support Service

Acknowledgement

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

Republic of the Philippines



Government Procurement Policy Board