The background of the page features a large, faint watermark of the Department of Public Works and Highways (DPWH) Seal. The seal is circular, with a blue outer ring containing the words 'DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS' and 'REPUBLIC OF THE PHILIPPINES'. The center of the seal is divided into four quadrants by a white cross, with the quadrants colored blue, orange, blue, and orange. The text 'Procurement of Furnitures and Fixtures to be use in New Building, DPWH-Bataan First DEO, Orani, Bataan' is overlaid on the seal.

# Procurement of Furnitures and Fixtures to be use in New Building, DPWH- Bataan First DEO, Orani, Bataan

Contract ID No.  
24GCA02

February 2024

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## **Glossary of Acronyms, Terms, and Abbreviations**

**ABC** – Approved Budget for the Contract

**BAC** – Bids and Awards Committee

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

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

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

**BIR** – Bureau of Internal Revenue

**BSP** – Bangko Sentral ng Pilipinas

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

**CDA** – Cooperative Development Authority

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

**CIF** – Cost Insurance and Freight

**CIP** – Carriage and Insurance Paid

**CPI** – Consumer Price Index

**DDP** – refers to the quoted price of the Goods, which means “delivered duty paid”

**DTI** – Department of Trade and Industry

**EXW** – Ex works

**FCA** – “Free Carrier” shipping point

**FOB** – “Free on Board” shipping point

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

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

**GFI** – Government Financial Institution

**GOCC** – Government-Owned and/or –Controlled Corporation

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

**GOP** – Government of the Philippines

**GPPB** – Government Procurement Policy Board

**INCOTERMS** – International Commercial Terms

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

**LGUs** – Local Government Units

**NFCC** – Net Financial Contracting Capacity

**NGA** – National Government Agency

**PhilGEPS** – Philippine Government Electronic Procurement System

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

**PSA** – Philippine Statistics Authority

**SEC** – Security and Exchange Commission

**SLCC** – Single Largest Completed Contract

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated May 23, 2029). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations

# Section I

## Invitation to Bid



Republic of the Philippines  
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
**BATAAN 1<sup>st</sup> DISTRICT ENGINEERING OFFICE**  
Roman Expressway Mulawin, Orani, Bataan, Region III

### INVITATION TO BID

The Department of Public Works and Highways - Bataan First District Engineering Office, through its Bids and Awards Committee (BAC) for Goods, invites suppliers to submit bids for the following Contract:

Contract I.D. No.	: <u>24GCA02</u>
Contract Name	: Procurement of Furnitures and Fixtures to be use in New Building, DPWH Bataan First DEO
Contract Location	: Orani, Bataan
Brief Description of Goods to be Procured	: Furnitures and Fixtures
Approved Budget for the Contract (ABC)	: Php 10,000,000.00
Source of Funds	: FY 2023 EAO - Extended
Contract Duration	: 60 C.D. upon receipt of Approved Purchase Order
Cost of Bidding Documents	: Php 10,000.00

The BAC is conducting the public bidding for this Contract in accordance with RA 9184 and its Implementing Rules and Regulations.

Bidders should have completed, three (3) years within 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 IV. Instructions to Bidders.

To be eligible to bid for this Contract, a supplier must meet the following major requirements:

- a) PhilGEPS Certificate of Registration – in lieu of Documents b, c, d and e.
- b) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
- c) Mayor's/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;
- d) Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR;
- e) Audited Financial Statement, stamped "received" by BIR
- f) Filipino citizen or 60% Filipino-owned partnership/corporation;
- g) Completion of a similar contract costing at least 50% of the ABC prior to the deadline for the submission and receipts of bids;
- h) Net Financial Contracting Capacity (NFCC) at least equal to the ABC or in lieu of the NFCC computation, a committed line of credit (CLC) specific to the contract to be bid from a universal or commercial bank.
- i) Omnibus Sworn Statement

The DPWH will use non-discretionary "pass/fail" criteria in the eligibility check, preliminary examination of bids, evaluation of bids, post-qualification, and award.

The schedule of key procurement activities for this Contract is shown below:

Activity	Time	Place
1. Issuance/Downloading of Bidding Documents	February 12, 2024 – March 05, 2024	Hard copies at BAC Secretariat, DPWH-Bataan 1 <sup>st</sup> DEO, Roman Expressway, Mulawin, Orani, Batan Downloadable from DPWH Website, <a href="http://www.dpwh.gov.ph">www.dpwh.gov.ph</a> , <a href="http://PHILGEPS.Website, www.philgeps.gov.ph">PHILGEPS Website, www.philgeps.gov.ph</a>
2. Pre-Bid Conference	February 23, 2024 @ 2:00 P.M.	BAC Conference Room - DPWH-Bataan 1 <sup>st</sup> DEO
3. Receipt by the BAC of Bids	Deadline: April 16, 2024 @ 10:00 A.M.	BAC Conference Room - DPWH-Bataan 1 <sup>st</sup> DEO
4. Opening of Bids	April 16, 2024 @ 10:00 A.M.	BAC Conference Room - DPWH-Bataan 1 <sup>st</sup> DEO

Bidders shall pay the BAC a refundable fee in the amount of as stated above for the Bidding Documents, upon securing hard copies of the Documents. Bidders that downloaded the Documents from the DPWH website shall pay the fee upon submission of their bids. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in Instruction to Bidders.

The Department of Public Works and Highways Bataan 1<sup>st</sup> District Engineering Office reserves the right to accept or reject any bid and to annul the bidding process any time before the Contract award, without incurring any liability to the affected bidders.

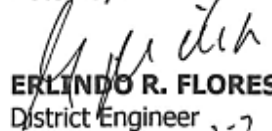
Any requests for additional information concerning this bidding shall be directed to the following:

LUISA D. LINTAG  
Chief/Head Procurement Staff  
DPWH-Bataan 1<sup>st</sup> DEO  
Roman Expressway, Mulawin  
Orani, Bataan  
[www.dpwh.gov.ph](http://www.dpwh.gov.ph)

Approved by:

  
**CELIA M. RAMOS**  
BAC-Chairperson

Noted by:

  
**ERLINDO R. FLORES**  
District Engineer

# Section II

## Instruction to Bidders

### 1. Scope of Bid

- 1.1 The Procuring Entity, the Department of Public Works and Highways thru the Bids and Awards Committee (BAC) wishes to receive bids for ***Procurement of Furnitures and Fixtures to be use in New Building, DPWH-Bataan First DEO, Orani, Bataan*** Contract ID No. ***24GCA02***.
- 1.2 The Procurement Project is composed of Laboratory Equipment for Testing Asphalt, the details of which are described in Section VII (Technical Specifications).

### 2. Source of Funds

- 2.1 The GOP through the source of funding as indicated below for ***FY 2023 EAO - Extended*** in the amount of ***Php 10,000,000.00***.



2.2 The source of funding is: ***FY 2023 EAO - Extended***

### **3. Bidding Requirements**

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

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

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

### **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

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

### **5. Eligible Bidders**

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

5.2 Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- a. When a Treaty of International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- b. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines.
- c. When the Goods sought to be procured are not available from local suppliers; or
- d. When there is a need to prevent situations that defeat competition or restrain trade.

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. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

5.4 The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

### **6. Origin of Goods**

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

### **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2 Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at DPWH BAC Conference Room, DPWH-Bataan First District Engineering Office, Roman Expressway, Mulawin, Orani, Bataan and/or through video conferencing/webcasting as indicated in paragraph 6 of the IB.

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1 The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2 The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3 If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated May 23, 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1 The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2 If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3 Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.
- 11.4 For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1 The Bidder shall complete appropriate Price Schedules included herein, starting the unit prices, total price item, the total amount.

The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.

### **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 trade able 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 Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.

14.2 The Bid and bid security shall be valid until the period specified in the BDS. 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 through online submission as indicated in schedule of activities on the IB.

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

### **17. Opening and Preliminary Examinations of Bids**

17.1 The BAC shall open the Bids in public at the time, on the date, and at the place specified in the schedule of activities on the IB. The Bidder's representatives who are present shall sign a register evidencing their attendance. In case video conferencing, 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. 9187 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 If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot or item separately.
- 19.3 The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4 The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

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

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

# Section III

## Bid Data Sheet

### Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is <b><i>DPWH-Bataan 1<sup>st</sup> District Engineering Office.</i></b> The scope of the Goods/Services required under this Contract is <b><i>for the use in New Building, DPWH-Bataan 1<sup>st</sup> DEO.</i></b>
1.2	The lot(s) and reference is/are:  The Contract Name is <b><i>Procurement of Furnitures and Fixtures to be use in New Building, DPWH-Bataan First DEO</i></b>  The Contract Location is <b><i>Orani, Bataan</i></b>  The Contract ID <b><i>24GCA02</i></b>
2	The Funding Source is:

	<p>The Government of the Philippines (GOP) through <b>FY 2023 EAO - Extended</b> in the amount of <b>Php 10,000,000.00</b>.</p> <p>The name of the Project is: <b>Procurement of Furnitures and Fixtures to be use in New Building, DPWH-Bataan First DEO</b></p>
3.1	No further instructions.
5.1	No further instructions.
5.2	No further instructions.
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>procurement of fuel for various service vehicle and equipment.</li> <li>completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ol>
5.4	<p><i>Maintain the ITB Clause and insert any of the following:</i>  <i>For the procurement of Non-Expendable Supplies and Services:</i> The Bidder must have completed, within the period specified in the Invitation to Bid, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p>No further instructions.</p>
7	No further instructions.
8.1	"Subcontracting is not allowed."
8.2	"Not applicable".
9.1	The Procuring Entity will hold a pre-bid conference for this Project on <b>February 23, 2024 @ 2:00 P.M.</b> at <b>BAC Conference Room, DPWH-Bataan 1<sup>st</sup> District Engineering Office.</b>
10.1	<p>The Procuring Entity's address is:</p> <p><b>Engr. CELIA M. RAMOS</b>  <b>BAC-Chairperson</b>  <b>DPWH-Bataan 1<sup>st</sup> DEO, Orani, Bataan</b></p> <p>Telephone and Fax No. : <b>(047) 612-0096</b></p>
12.1	No further instructions.
12.1 (b)(i)	"No other acceptable proof of registration is recognized"
12.1 (b)(k)(iii)	The statement of all on-going government and private contracts shall include all such contracts within three (3) years prior to the deadline for the submission and receipt of bids.
13.1 (d)	No further instructions.
13.1 (e)	"No additional requirements and instructions."
13.2	<p>The ABC is <b>TEN MILLION PESOS AND 00/100 ONLY (Php 10,000,000.00)</b>.</p> <p>Any bid with a Financial Component exceeding this amount shall not be accepted.</p>
15.4 (a)(iv)	"No incidental services are required."
15.4 (b)	"Not applicable"
16.1 (b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	"Not applicable"
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>The amount of <b>Php 200,000.00</b> (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>The amount of <b>Php 500,000.00</b> (5% of ABC) if bid security is in Surety Bond.</p>
18.2	The bid security shall be valid until <b>One Hundred Twenty (120) days from the date of the opening of Bids.</b>
20.3	Each Bidder shall submit <b>One</b> (1) original copy of the first and second components of its bid.
21	The address for submission of bids is

	<p><b><i>The BAC-Chairperson Department of Public Works and Highways Bataan First District Engineering Office Roman Expressway, Mulawin, Orani, Bataan</i></b></p> <p>The deadline for submission of bids is <b><i>April 16, 2024 @ 10:00 A.M.</i></b></p>
24.1	<p>The place of bid opening is</p> <p><b><i>The BAC-Chairperson Department of Public Works and Highways Bataan First District Engineering Office Roman Expressway, Mulawin, Orani, Bataan</i></b></p> <p>The date and time of bid opening is <b><i>April 16, 2024 @ 10:00 A.M.</i></b></p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	<p><i>If applicable, adopt the following provision:</i></p> <p><b>Grouping and Evaluation of Lots –</b>  <i>Lots should be formed of similar items that are likely to attract the maximum competition. A lot is the quantity and number of items that will be included in a single contract. For example:</i>  <i>Option 1 – Each item to be evaluated and compared with other Bids separately and recommended for contract award separately.</i>  <i>Option 2 - All items to be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.</i>  <i>Option 3 - Similar items, to be grouped together to form several lots that shall be evaluated and awarded as separate contracts.</i>  <i>Select one of the following paragraphs and delete the other:</i>  The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.  <i>Or</i>  All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.  In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p>
28.4	No further instructions.
29.2	"No additional requirement."
32.4 (h)	<i>List additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.</i>

# Section IV

## General Conditions of the Contract

### **1. Scope of the Contract**

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

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



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

## **2. Advance Payment and Terms of Payment**

- 2.1 Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2 The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **3. Performance Security**

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

## **4. Inspection and Tests**

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

# Section V

## Special Conditions of the Contract

### Special Conditions of Contract

<b>GCC Clause</b>	
1.1 (g)	The Procuring Entity is <b><i>DPWH-Bataan 1<sup>st</sup> District Engineering Office.</i></b>
1.1 (i)	The Supplier is _____.
1.1 (j)	The Funding Source is <b><i>FY 2023 EAO - Extended</i></b> in the amount of <b><i>Php 10,000,000.00.</i></b>
1.1 (k)	The Project Site is <b><i>DPWH-Bataan 1<sup>st</sup> District Engineering Office.</i></b>
5.1	The Procuring Entity's address for Notices is:  <b><i>Engr. CELIA M. RAMOS</i></b> <b><i>BAC-Chairperson</i></b> <b><i>DPWH-Bataan 1<sup>st</sup> District Engineering Office</i></b>

	<p><i>Telephone and Fax No.: (047) 612-0096</i></p> <p>The Supplier's address for Notices is:</p> <p>_____.</p>
6.3	<p><i>List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:</i></p> <p><b>Delivery and Documents –</b>  For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:  <i>For Goods Supplied from Abroad, state "The delivery terms applicable to the Contract are DDP delivered [insert place of destination]. In accordance with INCOTERMS."</i>  <i>For Goods Supplied from Within the Philippines, state "The delivery terms applicable to this Contract are delivered [insert place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</i>  Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).  For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>[insert name(s)]</i>.</p> <p><b>Incidental Services –</b>  The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI.:  <i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>(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</li> <li>(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.</li> </ul> <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><b>Spare Parts –</b>  The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:  <i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> </ul> </li> </ul>

	<p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts required are listed in Section VI. and the cost thereof are included in the Contract Price</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of <i>[insert here the time period specified. If not used insert time period of three times the warranty period]</i>.</p> <p>Other spare parts and components shall be supplied as promptly as possible, but in any case within <i>[insert appropriate time period]</i> months of placing the order.</p> <p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Insurance –</b></p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from</p>
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	<p>when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 22. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b> The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.3	<p><i>State</i> "Payment shall be made only after inspection and acceptance of the Goods." Or <i>If payment is in tranches, state</i> "Payments shall be in accordance with the following schedule: _____"</p>
10.4	"Not applicable"
10.5	"Payment using LC is not allowed."
11.3	"Maintain the GCC Clause."
13.4 (c)	"No further instructions".
16.1	The inspections and tests that will be conducted are: "None"
17.3	One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period is: "None"
21.1	"No additional provision."

# Section VI

## Schedule of Requirements

### SCHEDULE OF REQUIREMENTS

Item No.	Description	Quantity	Unit	Total	Delivered Weeks/Months
1	Customized Laminated Filing Cabinet Back to Back Symmetrical (150cmx70cmx250cm)	2.00	sets		60 C.D. upon receipt of Approved Purchase Order
2	Customized Laminated Filing Cabinet Back to Back (150cmx70cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order

3	Customized Laminated Filing Cabinet (120cmx35cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
4	Customized Laminated Filing Cabinet (220cmx35cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
5	Customized Laminated Filing Cabinet (350cmx35cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
6	Customized Laminated Filing Cabinet (400cmx35cmx900cm)	2.00	sets		60 C.D. upon receipt of Approved Purchase Order
7	L-Type Wall Design Cabinet with 17 Cabinet Doors with Steel Bar Handles, 8 Open Type Cabinet, and Secret Door(410cmx35cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
8	4 Door Hanging Cabinet with Steel Bar Handle (120cmx40cmx90cm)	2.00	sets		60 C.D. upon receipt of Approved Purchase Order
9	Closet Type Cabinet with 2 Large Sliding Doors (170cmx45cmx210cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
10	Customized Laminated Filing Cabinet (160cmx35cmx230cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
11	Customized Laminated Filing Cabinet (90cmx35cmx250cm)	3.00	sets		60 C.D. upon receipt of Approved Purchase Order
12	Customized Laminated Filing Cabinet (85cmx35cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
13	Customized Laminated Filing Cabinet (230cmx35cmx90cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
14	Customized Laminated Filing Cabinet (85cmx35cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
15	Customized Laminated Filing Cabinet (400cmx35cmx230cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
16	Customized Laminated Filing Cabinet (220cmx35cmx230cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
17	U-Type Wall Design Cabinet with 6 Cabinet Doors with steel bar Handles and 6 Open type Cabinet (250cmx50cmx250cm)	3.00	sets		60 C.D. upon receipt of Approved Purchase Order
18	Vertical Cabinet with 6 Dividers(90cmx35cmx230cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
19	Customized Laminated Filling Cabinet Back to Back (symmetrical)(350cmx70cmx250cm)	3.00	sets		60 C.D. upon receipt of Approved Purchase Order
20	2 Layer Customized Laminated Filling Cabinet with 2 Cabinet door with Steel Bar Handle(150cmx40cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
21	4 door Hanging Customized Laminated Cabinet with Steel Bar Handle (150cmx35cmx90cm)	2.00	sets		60 C.D. upon receipt of Approved Purchase Order
22	4 layered vertical open type customized laminated cabinet with 3 door under cabinets (280cmx35cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
23	4 door upper customized laminated cabinet with 2 door Closet with Steel bar Handles (175cmx50cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
24	2 door Vertical Cabinet (90cmx90cmx120cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
25	Console Table with 3 drawers and 2 door cabinet with 5 Steel bar handles (145cmx50cmx90cm)	2.00	sets		60 C.D. upon receipt of Approved Purchase Order
26	Customized Laminated Filling Cabinet (90cmx35cmx250cm)	2.00	sets		60 C.D. upon receipt of Approved Purchase Order
27	4 door Hanging Customized Laminated Cabinet with Steel Bar Handle (120cmx40cmx90cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
28	Customized Laminated Filling Cabinet (250cmx25cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order

29	Customized Laminated Filling Cabinet back to back symmetrical (180cmx70cmx90cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
30	Customized Laminated Filling Cabinet (400cmx35cmx70cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
31	Customized Laminated Filling Cabinet (240cmx35cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
32	2 Columns Vertical Cabinet with 6 dividers (100cmx30cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
33	Customized Laminated Filling Cabinet (400cmx35cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
34	Customized Laminated Filling Cabinet (150cmx35cmx90cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
35	Customized Laminated Filling Cabinet (100cmx35cmx90cm)	2.00	sets		60 C.D. upon receipt of Approved Purchase Order
36	U-Shaped Customized Laminated Filling Cabinet (400cmx35cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
37	Customized Laminated Filling Cabinet (100cmx35cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
38	Customized Laminated Filling Cabinet (100cmx35cmx250cm)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
39	Accent Chair (DE Office)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
40	Combi blinds	590.00	sets		60 C.D. upon receipt of Approved Purchase Order
41	L-Shape Modular Table	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
42	Stairs Chandelier	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
43	Dining Table 10 seater with chair	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
44	1 Seater Sofa (DE's Office)	2.00	sets		60 C.D. upon receipt of Approved Purchase Order
45	3 Seater Sofa (DE's Office)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
46	3 Seater Sofa (Chiefs)	5.00	sets		60 C.D. upon receipt of Approved Purchase Order
47	Jr. Executive Table	3.00	sets		60 C.D. upon receipt of Approved Purchase Order
48	Center Table Department Chief's Offices	3.00	sets		60 C.D. upon receipt of Approved Purchase Order
49	L-Shape Sofa DE's Rest Area	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
50	Center Table DE's Rest Area	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
51	Center Table DE's Office	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
52	Wall Design (DE's Conference Room)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
53	TV 70" With Stand	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
54	Cabinet Display	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
55	Floor Mounted Aircon (Lobby Area)	1.00	sets		60 C.D. upon receipt of Approved Purchase Order
56	Electrical and Power Supply	1.00	ls		60 C.D. upon receipt of Approved Purchase Order



57	CR Mirror and Glass Ledge	10.00	sets		60 C.D. upon receipt of Approved Purchase Order
58	Lighting Fixture for Section Chief of Finance	2.00	sets		60 C.D. upon receipt of Approved Purchase Order
59	Lighting Fixture for Admin Office	1.00	set		60 C.D. upon receipt of Approved Purchase Order
60	Lighting Fixture for Section Chief of Admin	1.00	set		60 C.D. upon receipt of Approved Purchase Order
61	Lighting Fixture for Section Chief of Maintenance	1.00	set		60 C.D. upon receipt of Approved Purchase Order
62	Lighting Fixture for Section Chief of Planning	1.00	set		60 C.D. upon receipt of Approved Purchase Order
63	Lighting Fixture for Section Chief of BAC	1.00	set		60 C.D. upon receipt of Approved Purchase Order
64	Lighting Fixture for Office of the District Engineer	2.00	sets		60 C.D. upon receipt of Approved Purchase Order
65	Lighting Fixture for Lobby	1.00	set		60 C.D. upon receipt of Approved Purchase Order
66	Replacement of Exterior Glass Panel	1.00	lot		60 C.D. upon receipt of Approved Purchase Order
67	Rubber Matting for Entrance	1.00	lot		60 C.D. upon receipt of Approved Purchase Order
68	Table Top Glass For Chief's Executive Tables	5.00	sets		60 C.D. upon receipt of Approved Purchase Order
69	Table Top Glass For District Engineer's Table	1.00	set		60 C.D. upon receipt of Approved Purchase Order
70	Table Top Glass For Assistant District Engineer's Table	1.00	set		60 C.D. upon receipt of Approved Purchase Order
71	Decor	1.00	ls		60 C.D. upon receipt of Approved Purchase Order
72	Dining Table 10 seater with Chair - Planning	1.00	ls		60 C.D. upon receipt of Approved Purchase Order
73	Wood Flooring with Insulation for Multi-purpose (Including Termite Treatment, Rubber Shock Pads, 20mm wood strips, 2x2 wood base, line markings , logo and lettering)	665.00	sq.m.		60 C.D. upon receipt of Approved Purchase Order

\_\_\_\_\_  
(Name of Bidder/Company)

\_\_\_\_\_  
(Signature over Printed Name of Representative)

\_\_\_\_\_  
(Designation)

DPWH-G&S-17-The Schedule of Requirements shall indicate the delivery date of the goods and services to the project site expressed as weeks/months and shall be consistent with the dates specified in the Bidding Documents.

# Section VII

## Technical Specifications

### Technical Specifications Proposal

Item/ Lot No.	Specification	Statement of Compliance
1	Customized Laminated Filing Cabinet Back to Back Symmetrical (150cmx70cmx250cm)	
2	Customized Laminated Filing Cabinet Back to Back (150cmx70cmx250cm)	
3	Customized Laminated Filing Cabinet (120cmx35cmx250cm)	
4	Customized Laminated Filing Cabinet (220cmx35cmx250cm)	
5	Customized Laminated Filing Cabinet (350cmx35cmx250cm)	

6	Customized Laminated Filing Cabinet (400cmx35cmx900cm)	
7	L-Type Wall Design Cabinet with 17 Cabinet Doors with Steel Bar Handles, 8 Open Type Cabinet, and Secret Door(410cmx35cmx250cm)	
8	4 Door Hanging Cabinet with Steel Bar Handle (120cmx40cmx90cm)	
9	Closet Type Cabinet with 2 Large Sliding Doors (170cmx45cmx210cm)	
10	Customized Laminated Filing Cabinet (160cmx35cmx230cm)	
11	Customized Laminated Filing Cabinet (90cmx35cmx250cm)	
12	Customized Laminated Filing Cabinet (85cmx35cmx250cm)	
13	Customized Laminated Filing Cabinet (230cmx35cmx90cm)	
14	Customized Laminated Filing Cabinet (85cmx35cmx250cm)	
15	Customized Laminated Filing Cabinet (400cmx35cmx230cm)	
16	Customized Laminated Filing Cabinet (220cmx35cmx230cm)	
17	U-Type Wall Design Cabinet with 6 Cabinet Doors with steel bar Handles and 6 Open type Cabinet (250cmx50cmx250cm)	
18	Vertical Cabinet with 6 Dividers(90cmx35cmx230cm)	
19	Customized Laminated Filling Cabinet Back to Back (symmetrical)(350cmx70cmx250cm)	
20	2 Layer Customized Laminated Filling Cabinet with 2 Cabinet door with Steel Bar Handle(150cmx40cmx250cm)	
21	4 door Hanging Customized Laminated Cabinet with Steel Bar Handle (150cmx35cmx90cm)	
22	4 layered vertical open type customized laminated cabinet with 3 door under cabinets (280cmx35cmx250cm)	
23	4 door upper customized laminated cabinet with 2 door Closet with Steel bar Handles (175cmx50cmx250cm)	
24	2 door Vertical Cabinet (90cmx90cmx120cm)	
25	Console Table with 3 drawers and 2 door cabinet with 5 Steel bar handles (145cmx50cmx90cm)	
26	Customized Laminated Filling Cabinet (90cmx35cmx250cm)	
27	4 door Hanging Customized Laminated Cabinet with Steel Bar Handle (120cmx40cmx90cm)	
28	Customized Laminated Filling Cabinet (250cmx25cmx250cm)	
29	Customized Laminated Filling Cabinet back to back symmetrical (180cmx70cmx90cm)	
30	Customized Laminated Filling Cabinet (400cmx35cmx70cm)	
31	Customized Laminated Filling Cabinet (240cmx35cmx250cm)	
32	2 Columns Vertical Cabinet with 6 dividers (100cmx30cmx250cm)	
33	Customized Laminated Filling Cabinet (400cmx35cmx250cm)	
34	Customized Laminated Filling Cabinet (150cmx35cmx90cm)	
35	Customized Laminated Filling Cabinet (100cmx35cmx90cm)	
36	U-Shaped Customized Laminated Filling Cabinet (400cmx35cmx250cm)	
37	Customized Laminated Filling Cabinet (100cmx35cmx250cm)	
38	Customized Laminated Filling Cabinet (100cmx35cmx250cm)	
39	Accent Chair (DE Office)	
40	Combi blinds	
41	L-Shape Modular Table	
42	Stairs Chandelier	
43	Dining Table 10 seater with chair	
44	1 Seater Sofa (DE's Office)	
45	3 Seater Sofa (DE's Office)	
46	3 Seater Sofa (Chiefs)	
47	Jr. Executive Table	
48	Center Table Department Chief's Offices	
49	L-Shape Sofa DE's Rest Area	
50	Center Table DE's Rest Area	
51	Center Table DE's Office	

52	Wall Design (DE's Conference Room)	
53	TV 70" With Stand	
54	Cabinet Display	
55	Floor Mounted Aircon (Lobby Area)	
56	Electrical and Power Supply	
57	CR Mirror and Glass Ledge	
58	Lighting Fixture for Section Chief of Finance	
59	Lighting Fixture for Admin Office	
60	Lighting Fixture for Section Chief of Admin	
61	Lighting Fixture for Section Chief of Maintenance	
62	Lighting Fixture for Section Chief of Planning	
63	Lighting Fixture for Section Chief of BAC	
64	Lighting Fixture for Office of the District Engineer	
65	Lighting Fixture for Lobby	
66	Replacement of Exterior Glass Panel	
67	Rubber Matting for Entrance	
68	Table Top Glass For Chief's Executive Tables	
69	Table Top Glass For District Engineer's Table	
70	Table Top Glass For Assistant District Engineer's Table	
71	Decor	
72	Dining Table 10 seater with Chair - Planning	
73	Wood Flooring with Insulation for Multi-purpose (Including Termite Treatment, Rubber Shock Pads, 20mm wood strips, 2x2 wood base, line markings , logo and lettering)	

\_\_\_\_\_  
(Name of Bidder/Company)

\_\_\_\_\_  
(Signature over Printed Name of Representative)

\_\_\_\_\_  
(Designation)

DPWH-G&S-16: The Technical Specifications Proposal shall contain the minimum requirements or specifications to meet the needs of the DPWH. The bidder must state his/her own specifications and statement of compliance specifying the brand name of the offered product/s and supported by evidence 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.

# Section VIII

## Checklist of Technical and Financial Components

### **Checklist of Technical and Financial Documents**

#### **1. Technical Component Envelope**

Class "A" Documents

##### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
Or

- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;  
And
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
And
- (d) Tax Clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (e) Statement of the prospective bidder of all its 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;  
And
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 206 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;  
And
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
Or  
Original copy of Notarized Bid Securing Declaration;  
And
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable;  
And
- (i) Original duly signed Omnibus Sworn Statement (OSS);  
And  
If applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

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

#### Class "B" Documents

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

## **2. Financial Component Envelope**

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

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

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

# Section IX

## Bidding Forms

**Form No. 1**

**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 contact Execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of Agent Currency 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 evidence 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 : \_\_\_\_\_



Contract ID No. : 24GCA02  
Name of the Project : Procurement of Furnitures and Fixtures to be use in New Building, DPWH-Bataan First DEO  
Location of the Project : Orani, Bataan

### Bid Form A (Technical Proposal)

Item/ Lot No.	Specification	Statement of Compliance
1	Customized Laminated Filing Cabinet Back to Back Symmetrical (150cmx70cmx250cm)	
2	Customized Laminated Filing Cabinet Back to Back (150cmx70cmx250cm)	
3	Customized Laminated Filing Cabinet (120cmx35cmx250cm)	
4	Customized Laminated Filing Cabinet (220cmx35cmx250cm)	
5	Customized Laminated Filing Cabinet (350cmx35cmx250cm)	
6	Customized Laminated Filing Cabinet (400cmx35cmx900cm)	
7	L-Type Wall Design Cabinet with 17 Cabinet Doors with Steel Bar Handles, 8 Open Type Cabinet, and Secret Door(410cmx35cmx250cm)	
8	4 Door Hanging Cabinet with Steel Bar Handle (120cmx40cmx90cm)	
9	Closet Type Cabinet with 2 Large Sliding Doors (170cmx45cmx210cm)	
10	Customized Laminated Filing Cabinet (160cmx35cmx230cm)	
11	Customized Laminated Filing Cabinet (90cmx35cmx250cm)	
12	Customized Laminated Filing Cabinet (85cmx35cmx250cm)	
13	Customized Laminated Filing Cabinet (230cmx35cmx90cm)	
14	Customized Laminated Filing Cabinet (85cmx35cmx250cm)	
15	Customized Laminated Filing Cabinet (400cmx35cmx230cm)	
16	Customized Laminated Filing Cabinet (220cmx35cmx230cm)	
17	U-Type Wall Design Cabinet with 6 Cabinet Doors with steel bar Handles and 6 Open type Cabinet (250cmx50cmx250cm)	
18	Vertical Cabinet with 6 Dividers(90cmx35cmx230cm)	
19	Customized Laminated Filling Cabinet Back to Back (symmetrical)(350cmx70cmx250cm)	
20	2 Layer Customized Laminated Filling Cabinet with 2 Cabinet door with Steel Bar Handle(150cmx40cmx250cm)	
21	4 door Hanging Customized Laminated Cabinet with Steel Bar Handle (150cmx35cmx90cm)	
22	4 layered vertical open type customized laminated cabinet with 3 door under cabinets (280cmx35cmx250cm)	
23	4 door upper customized laminated cabinet with 2 door Closet with Steel bar Handles (175cmx50cmx250cm)	
24	2 door Vertical Cabinet (90cmx90cmx120cm)	
25	Console Table with 3 drawers and 2 door cabinet with 5 Steel bar handles (145cmx50cmx90cm)	
26	Customized Laminated Filling Cabinet (90cmx35cmx250cm)	
27	4 door Hanging Customized Laminated Cabinet with Steel Bar Handle (120cmx40cmx90cm)	
28	Customized Laminated Filling Cabinet (250cmx25cmx250cm)	
29	Customized Laminated Filling Cabinet back to back symmetrical (180cmx70cmx90cm)	
30	Customized Laminated Filling Cabinet (400cmx35cmx70cm)	
31	Customized Laminated Filling Cabinet (240cmx35cmx250cm)	
32	2 Columns Vertical Cabinet with 6 dividers (100cmx30cmx250cm)	
33	Customized Laminated Filling Cabinet (400cmx35cmx250cm)	
34	Customized Laminated Filling Cabinet (150cmx35cmx90cm)	
35	Customized Laminated Filling Cabinet (100cmx35cmx90cm)	
36	U-Shaped Customized Laminated Filling Cabinet (400cmx35cmx250cm)	
37	Customized Laminated Filling Cabinet (100cmx35cmx250cm)	

38	Customized Laminated Filling Cabinet (100cmx35cmx250cm)	
39	Accent Chair (DE Office)	
40	Combi blinds	
41	L-Shape Modular Table	
42	Stairs Chandelier	
43	Dining Table 10 seater with chair	
44	1 Seater Sofa (DE's Office)	
45	3 Seater Sofa (DE's Office)	
46	3 Seater Sofa (Chiefs)	
47	Jr. Executive Table	
48	Center Table Department Chief's Offices	
49	L-Shape Sofa DE's Rest Area	
50	Center Table DE's Rest Area	
51	Center Table DE's Office	
52	Wall Design (DE's Conference Room)	
53	TV 70" With Stand	
54	Cabinet Display	
55	Floor Mounted Aircon (Lobby Area)	
56	Electrical and Power Supply	
57	CR Mirror and Glass Ledge	
58	Lighting Fixture for Section Chief of Finance	
59	Lighting Fixture for Admin Office	
60	Lighting Fixture for Section Chief of Admin	
61	Lighting Fixture for Section Chief of Maintenance	
62	Lighting Fixture for Section Chief of Planning	
63	Lighting Fixture for Section Chief of BAC	
64	Lighting Fixture for Office of the District Engineer	
65	Lighting Fixture for Lobby	
66	Replacement of Exterior Glass Panel	
67	Rubber Matting for Entrance	
68	Table Top Glass For Chief's Executive Tables	
69	Table Top Glass For District Engineer's Table	
70	Table Top Glass For Assistant District Engineer's Table	
71	Decor	
72	Dining Table 10 seater with Chair - Planning	
73	Wood Flooring with Insulation for Multi-purpose (Including Termite Treatment, Rubber Shock Pads, 20mm wood strips, 2x2 wood base, line markings , logo and lettering)	

\_\_\_\_\_  
(Name of Bidder/Company)

\_\_\_\_\_  
(Signature over Printed Name of Representative)

\_\_\_\_\_  
(Designation)

DPWH-G&S-16: The Technical Specifications Proposal shall contain the minimum requirements or specifications to meet the needs of the DPWH. The bidder must state his/her own specifications and statement of compliance specifying the brand name of the offered product/s and supported by evidence 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.

**Form No. 3**



Republic of the Philippines  
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
**BATAAN 1<sup>st</sup> DISTRICT ENGINEERING OFFICE**  
Roman Expressway Mulawin, Orani, Bataan, Region III

Contract ID No. : 24GCA02  
Name of the Project : Procurement of Furnitures and Fixtures to be use in New Building, DPWH-Bataan First DEO  
Location of the Project : Orani, Bataan

## Bid Form B (Financial Proposal)

### BILL OF QUANTITIES WITH BID PRICES

Date of Bid Opening : **April 16, 2024 @ 10:00 A.M.**  
Approved Budget for the Contract : Php 10,000,000.00

Item No.	Description	Unit	Quantity	Unit Bid Price (Php)	Total Bid Price (Php)
Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
1	Customized Laminated Filing Cabinet Back to Back Symmetrical (150cmx70cmx250cm)	sets	2.00		
2	Customized Laminated Filing Cabinet Back to Back (150cmx70cmx250cm)	sets	1.00		
3	Customized Laminated Filing Cabinet (120cmx35cmx250cm)	sets	1.00		
4	Customized Laminated Filing Cabinet (220cmx35cmx250cm)	sets	1.00		
5	Customized Laminated Filing Cabinet (350cmx35cmx250cm)	sets	1.00		
6	Customized Laminated Filing Cabinet (400cmx35cmx900cm)	sets	2.00		
7	L-Type Wall Design Cabinet with 17 Cabinet Doors with Steel Bar Handles, 8 Open Type Cabinet, and Secret Door(410cmx35cmx250cm)	sets	1.00		
8	4 Door Hanging Cabinet with Steel Bar Handle (120cmx40cmx90cm)	sets	2.00		
9	Closet Type Cabinet with 2 Large Sliding Doors (170cmx45cmx210cm)	sets	1.00		
10	Customized Laminated Filing Cabinet (160cmx35cmx230cm)	sets	1.00		
11	Customized Laminated Filing Cabinet (90cmx35cmx250cm)	sets	3.00		
12	Customized Laminated Filing Cabinet (85cmx35cmx250cm)	sets	1.00		
13	Customized Laminated Filing Cabinet (230cmx35cmx90cm)	sets	1.00		
14	Customized Laminated Filing Cabinet (85cmx35cmx250cm)	sets	1.00		
15	Customized Laminated Filing Cabinet (400cmx35cmx230cm)	sets	1.00		
16	Customized Laminated Filing Cabinet (220cmx35cmx230cm)	sets	1.00		
17	U-Type Wall Design Cabinet with 6 Cabinet Doors with steel bar Handles	sets	3.00		

	and 6 Open type Cabinet (250cmx50cmx250cm)				
18	Vertical Cabinet with 6 Dividers(90cmx35cmx230cm)	sets	1.00		
19	Customized Laminated Filling Cabinet Back to Back (symmetrical)(350cmx70cmx250cm)	sets	3.00		
20	2 Layer Customized Laminated Filling Cabinet with 2 Cabinet door with Steel Bar Handle(150cmx40cmx250cm)	sets	1.00		
21	4 door Hanging Customized Laminated Cabinet with Steel Bar Handle (150cmx35cmx90cm)	sets	2.00		
22	4 layered vertical open type customized laminated cabinet with 3 door under cabinets (280cmx35cmx250cm)	sets	1.00		
23	4 door upper customized laminated cabinet with 2 door Closet with Steel bar Handles (175cmx50cmx250cm)	sets	1.00		
24	2 door Vertical Cabinet (90cmx90cmx120cm)	sets	1.00		
25	Console Table with 3 drawers and 2 door cabinet with 5 Steel bar handles (145cmx50cmx90cm)	sets	2.00		
26	Customized Laminated Filling Cabinet (90cmx35cmx250cm)	sets	2.00		
27	4 door Hanging Customized Laminated Cabinet with Steel Bar Handle (120cmx40cmx90cm)	sets	1.00		
28	Customized Laminated Filling Cabinet (250cmx25cmx250cm)	sets	1.00		
29	Customized Laminated Filling Cabinet back to back symmetrical (180cmx70cmx90cm)	sets	1.00		
30	Customized Laminated Filling Cabinet (400cmx35cmx70cm)	sets	1.00		
31	Customized Laminated Filling Cabinet (240cmx35cmx250cm)	sets	1.00		
32	2 Columns Vertical Cabinet with 6 dividers (100cmx30cmx250cm)	sets	1.00		
33	Customized Laminated Filling Cabinet (400cmx35cmx250cm)	sets	1.00		
34	Customized Laminated Filling Cabinet (150cmx35cmx90cm)	sets	1.00		
35	Customized Laminated Filling Cabinet (100cmx35cmx90cm)	sets	2.00		
36	U-Shaped Customized Laminated Filling Cabinet (400cmx35cmx250cm)	sets	1.00		
37	Customized Laminated Filling Cabinet (100cmx35cmx250cm)	sets	1.00		
38	Customized Laminated Filling Cabinet (100cmx35cmx250cm)	sets	1.00		
39	Accent Chair (DE Office)	sets	1.00		
40	Combi blinds	sets	590.00		
41	L-Shape Modular Table	sets	1.00		

42	Stairs Chandelier	sets	1.00		
43	Dining Table 10 seater with chair	sets	1.00		
44	1 Seater Sofa (DE's Office)	sets	2.00		
45	3 Seater Sofa (DE's Office)	sets	1.00		
46	3 Seater Sofa (Chiefs)	sets	5.00		
47	Jr. Executive Table	sets	3.00		
48	Center Table Department Chief's Offices	sets	3.00		
49	L-Shape Sofa DE's Rest Area	sets	1.00		
50	Center Table DE's Rest Area	sets	1.00		
51	Center Table DE's Office	sets	1.00		
52	Wall Design (DE's Conference Room)	sets	1.00		
53	TV 70" With Stand	sets	1.00		
54	Cabinet Display	sets	1.00		
55	Floor Mounted Aircon (Lobby Area)	sets	1.00		
56	Electrical and Power Supply	ls	1.00		
57	CR Mirror and Glass Ledge	sets	10.00		
58	Lighting Fixture for Section Chief of Finance	sets	2.00		
59	Lighting Fixture for Admin Office	set	1.00		
60	Lighting Fixture for Section Chief of Admin	set	1.00		
61	Lighting Fixture for Section Chief of Maintenance	set	1.00		
62	Lighting Fixture for Section Chief of Planning	set	1.00		
63	Lighting Fixture for Section Chief of BAC	set	1.00		
64	Lighting Fixture for Office of the District Engineer	sets	2.00		
65	Lighting Fixture for Lobby	set	1.00		
66	Replacement of Exterior Glass Panel	lot	1.00		
67	Rubber Matting for Entrance	lot	1.00		
68	Table Top Glass For Chief's Executive Tables	sets	5.00		
69	Table Top Glass For District Engineer's Table	set	1.00		
70	Table Top Glass For Assistant District Engineer's Table	set	1.00		
71	Decor	ls	1.00		
72	Dining Table 10 seater with Chair - Planning	ls	1.00		
73	Wood Flooring with Insulation for Multi-purpose (Including Termite Treatment, Rubber Shock Pads, 20mm wood strips, 2x2 wood base, line markings , logo and lettering)	sq.m.	665.00		



## Statement of All On-Going Government & Private Contracts including contracts but not yet started

Name of Bidder : \_\_\_\_\_

Name of Contract / Project Cost	a. Owner's Name: b. Address: c. Telephone No.	Type of Product to be Delivered	No. of Units	Description	a. Amount of Award: b. Amount as Completion: c. Duration:	Sales and other taxes payable if Contract is awarded, per item		Delivered Units	Value of Outstanding Works / Undelivered Portion
						Planned	Actual		
Government									
Private									
						TOTAL COST (Php)			

(Name of Bidder/Company)

\_\_\_\_\_  
(Signature over Printed Name of Representative)

\_\_\_\_\_  
(Designation)

DPWH-G&S-14: List of all On-going Government and Private Contracts Including Contracts Awarded but not yet Started: The prospective bidder shall list down all the government and private contracts completed which are similar in nature to the procurement at hand. The BAC shall use the form to determine whether it has completed within the period specified in the Invitation to Bid, a single contract that is similar to the contract to be bid, and whose value, adjusted to current prices using the National Statistics Office (NSO) consumer price indices, must be at least fifty percent (50%) of the ABC. In the case of Expendable Supplies, said single contract must be at least twenty five percent (25%) of the ABC.

**Form No. 5**

Contract ID No. : 24GCA02  
 Name of the Project : Procurement of Furnitures and Fixtures to be use in New Building, DPWH-Bataan First DEO  
 Location of the Project : Orani, Bataan



## Statement of Single Largest Completed Contract (SLCC) which are Similar in Nature

Name of Bidder : \_\_\_\_\_

Name of Contract	a. Agency's Name: b. Address: c. Telephone No.	Type of Product to be Delivered	No. of Units	Description	a. Amount of Award: b. Amount as Completion: c. Duration:	a. Date Awarded: b. Contract Effectivity: c. Date Completed:
<u>Government</u>						
<u>Private</u>						

(Name of Bidder/Company)

\_\_\_\_\_  
(Signature over Printed Name of Representative)

\_\_\_\_\_  
(Designation)

**Form No. 6**

### FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the applicant Contractor's assets and liabilities on the basis of the Attached income tax return and financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) authorized collecting agent, for the immediate preceding year.

	YEAR 20__ (Php)
--	-----------------

1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

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

NFCC = K (Current Assets – Current Liabilities) – Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started, coinciding with the contract to be bid

K = 15

NFCC = **Php**

(Name of Bidder/Company)

\_\_\_\_\_  
(Signature over Printed Name of Representative)

\_\_\_\_\_  
(Designation)

**Form No. 7**

## **BID SECURING DECLARATION FORM**

REPUBLIC OF THE PHILIPPINES )  
CITY OF \_\_\_\_\_ ) S.S.

### **BID-SECURING DECLARATION**

Contract ID No. : 24GCA02  
Name of the Project : Procurement of Furnitures and Fixtures to be use in New Building, DPWH-Bataan First DEO  
Location of the Project : Orani, Bataan

To: **DPWH-Bataan 1<sup>st</sup> District Engineering Office**  
Roman Expressway, Mulawin, Orani, Bataan  
**CELIA M. RAMOS**  
BAC-Chairperson  
Telephone No. 612-0096

I/We, the undersigned, declare that:

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

IN WITNESS WHEREOF, I/We have hereunto set my/our hand 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)

DPWH-G&S-04; The Bid Securing Declaration (BSD) is an undertaking which states that the bidder shall enter into contract with the DPWH and furnish the required Performance Security within ten (10) calendar days, or less from receipt of the Notice of Award, committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions required in the guidelines issued by the GPPB. BSD must be notarized, dry-sealed with documentary stamps. The BSD shall be submitted to the DPWH as a form of bid security and shall be enforced when the bidder commits any act resulting to the forfeiture of Bid Security.

**Form No. 8**

## **OMNIBUS SWORN STATEMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

AFFIDAVIT

I, (Name of Affiant), of legal age, (Civil Status), 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 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 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 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;
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 examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*; and

9. (Name of Bidder) did not give or pay directly or indirectly, any commission, amount, fee or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
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/We have hereunto set my/our hand 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)

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DPWH-G&S-18: The Omnibus Sworn Statement is a written undertaking issued by the prospective bidder or its duly authorized representative that it's is not "blacklisted" or barred from bidding by the government; each of the documents submitted is an authentic copy of the original, complete, and all statements provided are true and correct; it is authorizing the Head of the Procuring Entity or his duly authorized representative(s) to verify all the documents submitted; the signatory is the duly authorized representative of the prospective bidder, it complies with the disclosure provision under Section 47 of RA 9184 in relation to the provisions of RA 3019; the responsibilities of a bidder provided in the PBDs; existing labor laws and standards; it did not give or pay any amount or any form of consideration, to any person or official, personnel or representative of the government in relation to any procurement or activity.

**Form No. 9**

### **Performance Securing Declaration**

(If used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award)

REPUBLIC OF THE PHILIPPINES )  
CITY OF \_\_\_\_\_ ) S.S.

### PERFORMANCE SECURING DECLARATION

Contract ID No. : 24GCA02  
Name of the Project : Procurement of Furnitures and Fixtures to be use in New Building, DPWH-Bataan First DEO  
Location of the Project : Orani, Bataan

To: **DPWH-Bataan 1<sup>st</sup> District Engineering Office**  
Roman Expressway, Mulawin, Orani, Bataan  
**CELIA M. RAMOS**  
BAC-Chairperson  
Telephone No. 612-0096

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/We shall submit a Performance Securing Declaration within the maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/We will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. Issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. Replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand 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)

**Form No. 10**

### Bank Guarantee Form for Advance Payment

Contract ID No. : 24GCA02  
Name of the Project : Procurement of Furnitures and Fixtures to be use in New Building, DPWH-Bataan First DEO  
Location of the Project : Orani, Bataan

To: **DPWH-Bataan 1<sup>st</sup> District Engineering Office**  
Roman Expressway, Mulawin, Orani, Bataan  
**CELIA M. RAMOS**  
BAC-Chairperson  
Telephone No. 612-0096

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, (name and address of Supplier) (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of (amount of guarantee in figures and words).

We, the (bank or financial institution), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding (amount of guarantee in figures and words).

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until (date).

Yours truly,

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
Name of Bank or Financial Institutions

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

DPWH-G&S-36: Performance Security Bank Guarantee issued by a universal or commercial bank is an acceptable form of a performance security that the winning bidder shall have to post as a requirement for the contract. The bank guarantee shall be in the amount of 5% of contract price. In the case of a bank guarantee issued by a foreign bank, this shall be confirmed or authenticated by a universal or commercial bank.