

# PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

## Procurement of GOODS

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
**PALAWAN 2<sup>ND</sup>**  
**DISTRICT ENGINEERING OFFICE**  
MIMAROPA REGION (IV-B)  
Narra, Palawan

Contract ID: **24GEF0123**

Contract Name: **Supply of Diesel Fuel for use of DPWH Palawan 2nd District Engineering Office**

Contract Location: **Narra, Palawan**

Date of Opening of Bids: **January 22, 2025, 10:00am**

Issuance of Bidding Documents: **January 3-21, 2025 from 8:00am-5:00pm,  
January 22, 2025 until 10:00am**

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# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or note in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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 in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**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 contract between the procuring entity and the bidder(s) granting the procuring entity the 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 Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**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 23 May 2019). 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***

## **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines  
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
**PALAWAN 2<sup>ND</sup> DISTRICT ENGINEERING OFFICE**  
Narra, Palawan, MIMAROPA Region (IV-B)



**INVITATION TO BID FOR GOODS**

The Department of Public Works and Highways, Palawan 2nd District Engineering Office, Narra, Palawan, through the FY 2024 EAO details shown below. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Palawan 2nd District Engineering Office now invites bids for Supply & delivery of goods. Bidders should have completed, within Ninety (90) calendar days 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.

<b>1. a. Contract ID</b>	<b>: 24GEF0123</b>
b. Contract Name	: Supply of Diesel Fuel for use of DPWH Palawan 2 <sup>nd</sup> District Engineering Office
c. Contract Location	: Narra, Palawan
d. Approved Budget for the Contract (ABC)	: Php 2,925,000.00
e. Brief Description	: Supply of Diesel Fuel
f. Delivery Date or Contract Duration	: 90 cal. Days
g. Cost of Bidding Documents	: Php 5,000.00

Interested bidders may obtain further information from Department of Public Works and Highways, Palawan 2nd District Engineering Office and inspect the Bidding Documents at the address given below from during weekdays from 8:00 am to 5:00 pm.

A complete set of Bidding Documents may be acquired by interested bidders from given schedule, address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount stated above;

ACTIVITY	DATE & TIME	PLACE
1. Issuance/Downloading of Bidding Documents	January 3-21, 2025 from 8:00am-5:00pm, January 22, 2025 until 10:00am	*Hard copies at Procurement Unit Office, BAC Bldg., DPWH-Palawan 2 <sup>nd</sup> DEO, Narra, Palawan *Downloadable from (a) DPWH website <a href="http://www.dpwh.gov.ph">www.dpwh.gov.ph</a> , (b) PhilGEPS website <a href="http://www.philgeps.gov.ph">www.philgeps.gov.ph</a>
2. Pre-Bid Conference	January 10, 2025, 10:00am	DPWH Building 2 <sup>nd</sup> Floor BAC Room, Narra, Palawan
3. Receipt by the BAC of Bids	Deadline: Until 10:00am, January 22, 2025	
4. Opening of Bids	January 22, 2025, 10:00am	

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

The Department of Public Works and Highways, Palawan 2nd District Engineering Office will hold a Pre-Bid Conference on **January 10, 2025, 10:00am** at DPWH Building 2nd Floor BAC Room, Narra, Palawan which shall be open to prospective bidders.

Bid Proposals may be submitted through an authorized representative:

FOR SOLE PROPRIETORSHIP COMPANY, original Notarized Special Power of Attorney (SPA) which is Contract specific, and presentation of two (2) valid identification issued by government institution

FOR CORPORATION COMPANY, original Notarized Secretary's Certificate and/or Board Resolution which is Contract specific, and presentation of two (2) valid identification issued by government institution.

Bids must be duly received by the BAC Secretariat through at the office address as indicated below for manual submission or at [electronicbids\\_palawan2@dpwh.gov.ph](mailto:electronicbids_palawan2@dpwh.gov.ph) for electronic submission. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 16.

Bid opening shall be on schedule shown at the given address below DPWH Building 2nd Floor BAC Room, Narra, Palawan. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Late bids shall not be accepted.

The Department of Public Works and Highways, Palawan 2nd District Engineering Office reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

BAC Chairperson: **EUGENIO R. KATON**  
5303 Antipuluan, Narra, Palawan  
[bac\\_dpwhnarra@yahoo.com](mailto:bac_dpwhnarra@yahoo.com)

BAC Secretariat Head: **ARNEL C. PORTALES**  
5303 Antipuluan, Narra, Palawan

You may visit the following websites:

For downloading of Bidding Documents: (a) DPWH website [www.dpwh.gov.ph](http://www.dpwh.gov.ph)  
(b) PhilGEPS website [www.philgeps.gov.ph](http://www.philgeps.gov.ph)

For online bid submission: [electronicbids\\_palawan2@dpwh.gov.ph](mailto:electronicbids_palawan2@dpwh.gov.ph)



**EUGENIO R. KATON**  
Engineer III  
BAC Chairperson

Date of Publication: January 3-10, 2025  
DPWH Website, PhilGEPS and Conspicuous Place

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, *Department of Public Works and Highways Palawan 2nd DEO, Narra, Palawan*, wishes to receive Bids for the *Supply of Diesel Fuel for use of DPWH Palawan 2<sup>nd</sup> District Engineering Office, Narra, Palawan* with identification number **24GEF0123**.

The Procurement Project (referred to herein as “Project”) is composed of 1 lot 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 in the amount of **Php 2,925,000.00**

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

## 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 15 will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. 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;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. 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. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

- a. Subcontracting is not allowed.

## **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 *Department of Public Works and Highways Palawan 2<sup>nd</sup> DEO, 2nd Floor BAC Room, Narra, Palawan* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, exfactory, ex- warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.



### 13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradable 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 ***120 days upon deadline of submission*** 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

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

**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. 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:

Option 1 – 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**

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

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

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***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:  N/A  a. completed within five (5) years prior to the deadline for the submission and receipt of bids.
12	The price of the Goods shall be quoted DDP <b>DPWH Palawan 2<sup>nd</sup> DEO, Narra, Palawan</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than <u>  </u> [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;  b. The amount of not less than <u>  </u> [(5%) of ABC] if bid security is in Surety Bond.
14.2	Bids and Bid Security shall be valid until 120 days upon opening of bids
15	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid. Bidders (if a sole proprietorship) shall submit their bids through the owner of the firm by showing a copy of duly notarized proof of ownership or if by their duly authorized representative, a proof of duly notarized authorization must be presented, if a partnership, corporation, cooperative, or joint venture a proof of authorization must be presented (e.g., duly notarized Secretary's Certificate and Board Resolution issued by the corporation or the members of the joint venture), using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the ITB Clauses 16 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 11.1 and the second shall contain the financial component of the bid.
16.1	The address for submission of bids is <b>DPWH Palawan 2<sup>nd</sup> DEO - Narra, Palawan</b> The deadline for submission of bids is <b>January 22, 2025 until 10:00am</b>
17.1	The place of bid opening is <b>Department of Public Works and Highways Palawan 2<sup>nd</sup> DEO, 2nd Floor BAC Room, Narra, Palawan</b>

	The date and time of bid opening is <b><i>January 22, 2025, 10:00am</i></b>
19.1	Grouping and Evaluation – Partial bid is not allowed. The goods and services are grouped in a single lot and the lot shall not be divided into sub-lots for the purposed of bidding, evaluation and contract award. AWARD IS ON A LUMP SUM BASIS.
22	<p><b>PREPARATION AND SUBMISSION OF BIDS</b></p> <p>a. Prior to the deadline of submission of bids, the bidder shall send a copy of the Official Receipt of purchase of bidding documents in Portable Document File (PDF) format with the filename "&lt;PCAB &lt;CONTRACT ID&gt; OfficialReceipt.pdf" to the e-mail address identified in the Invitation to Bid and Bid Data Sheet, with a properly labelled subject "Official Receipt for &lt;Contract ID&gt;". For example, the filename of the attached PDF containing the Official Receipt of the Contractor with PCAB ID No. 12345, who is intending to participate in the bidding of Contract ID No. 20Z00123 shall be "12345_20Z00123 OfficialReceipt.pdf". Further, the e-mail subject would be "Official Receipt for 20Z00123". Only bidders with system accepted proof of payment shall be allowed to submit their electronic bids, which shall not be beyond the deadline specified for the submission of bids. The Head of the BAC Secretariat shall be responsible for the confidentiality of the submitted documents and integrity of the submission process.</p> <p>b. An auto-reply e-mail shall be sent to the bidder after successfully sending the Official Receipt to the proper e-mail address.</p> <p>c. An auto-reply e-mail shall also be sent to acknowledge receipt of the Official Receipt in instances where an e-mail is sent:</p> <ul style="list-style-type: none"> <li>i. With incorrect subject Contract ID, which means that a corresponding folder with the same Contract ID does not exist in the eBid Portal;</li> <li>ii. Without any attachment;</li> <li>iii. With attachment that is not in the prescribed format;</li> <li>iv. With more than one (1) attachment; or</li> <li>v. After the deadline.</li> </ul> <p>d. Bidders must prepare the electronic bid in a password-protected archive format and submit it to the e-mail address identified in the Invitation to Bid and Bid Data Sheet (Section 25.1 of the RIRR of R.A. 9184 and Section 4.2.a of GPPB Resolution No. 09-2020).</p> <p>e. The submitted electronic bid (main archive file) shall contain two (2) files: the technical and financial proposal, both in a password-protected archive format.</p> <p>f. Bidders must submit their electronic bid using the registered e-mail address in the Civil Works Application (CWA). However, for bidders not enrolled in the CWA, any e-mail can be used provided that the BAC shall verify the legitimacy of the e-mail and immediately after the opening of bids, submit all its Class S'A"</p>

and Class "B" documents to the Procurement Service for CWA enrollment and reprocessing of electronic eligibility check, pursuant to Item D.3. and DA. of D.O. 117, Series of 2017.

g. All files in the technical and financial proposal must be in a PDF format.

h. Due to restrictions in the allowable file size (in Megabytes (MB)) of attachments by e-mail service providers (e.g. Gmail, Yahoo Mail, Microsoft Outlook), the total file size of the electronic bid and other attachments shall likewise be subject to the corresponding size limitation of the e-mail service provider used by the bidder. If the total file size is greater than the limit of the e-mail service provider, the archive must be split and e-mailed separately, using the same format provided in Item III. and III. m. hereof.

i. The e-mail's subject for submitting an electronic bid shall be labeled as "Bid Submission for <Contract ID>". For example, the e-mail subject for electronic bid submission for Contract ID No. 20Z00123 would be "Bid Submission for 20Z00123". If the archive is split into (2) and e-mailed separately, the email subjects should be "Bid Submission 1/2 for 20Z00123" and "Bid Submission 2/2 for 20Z00123".

j. Bid modification is allowed only before the deadline of submission and receipt of bids. In which case, the bidder shall send thru e-mail the revised bid, equally secured, properly identified, and labelled with the subject "Bid Modification X for <Contract ID>". Where "X" represents the number of bid modification submitted. For example, the e-mail subject for the first bid modification for Contract ID No. 20Z00123 would be "Bid Modification 1 for 20Z00123".

k. In case of non-participation, the Bidder shall send a letter of non-participation before the deadline of submission and receipt of bids via e-mail with a properly labelled subject "Non-participation for <Contract ID>" and filename "<PCAB ID>\_<CONTRACT ID>\_Non-Participation.pdf". For example, the e-mail subject for the submission of letter of non-participation of the Contractor with PCAB ID No. 12345 for Contract ID No. 20Z00123 shall be "Non-Participation for 20Z00123", and the attached PDF shall have the filename of "12345\_20Z00123\_Non-Participation.pdf"

i. In case of withdrawal of bid, the same shall be allowed only before the deadline of submission and receipt of bids. To withdraw the bid, the bidder shall send an e-mail with proper subject, "Bid Withdrawal for <Contract ID>". The letter of bid withdrawal in PDF format shall be attached in the e-mail and use the filename "<PCAB ID>\_<CONTRACT ID>\_BidWithdrawal.pdf". For example, the e-mail subject for the withdrawal of bid for Contract ID No. 20Z00123 would be "Bid Withdrawal for 20Z00123" and the attached letter of bid withdrawal of the Contractor with PCAB ID No. 12345 shall have a filename of "12345\_20Z00123\_BidWithdrawal.pdf".

m. Electronic Bid Submission Naming Convention

**i. Files**

All files must be in PDF format regardless if scanned or exported/published.  
<PCAB ID>\_<CONTRACT ID>\_ Descriptivefilename.pdf

**ii. Folders**

Similar to the manual submission of bids, individual files must be organized in two (2) folders.

	<p>&lt;PCAB ID&gt;_&lt;CONTRACT ID&gt; _TECHNICAL          &lt;PCAB ID&gt;_&lt;CONTRACT ID&gt; _ FINANCIAL</p> <p>For bid modification, individual files must be organized in two (2) folders:          &lt;PCAB ID&gt;_&lt;CONTRACT ID&gt;_TECHNICAL_Modification_X          &lt;PCAB ID&gt;_&lt;CONTRACT ID&gt;_FINANCIAL_Modification_X          (Where X represents the number of bid modifications)</p> <p><b>iii. Archive</b></p> <p>The folders must be archived/compressed and password-protected.</p> <p>&lt;PCAB ID&gt;_&lt;CONTRACT ID&gt; _TECHNICAL.zip (or .rar/.7z)          &lt;PCAB ID&gt;_&lt;CONTRACT ID&gt; _ FINANCIAL.zip (or .rar/.7z)</p> <p>The Technical and Financial archive files must be archived/compressed and password-protected into one (1) file.</p> <p>&lt;PCAB ID&gt;_&lt;CONTRACT ID&gt; _Bid.zip (or .rar/.7z)</p> <p>For bid modification, the folders must be archived/compressed and password-protected.</p> <p>&lt;PCAB ID&gt;_&lt;CONTRACT ID&gt; _TECHNICAL_Modification_X.zip (or .rar/.7z)          &lt;PCAB ID&gt;_&lt;CONTRACT ID&gt; _ FINANCIAL_Modification_X.zip (or .rar/.7z)          (Where X represents the number of bid modifications)</p> <p>The TECHNICAL Modification X and FINANCIAL Modification X archive files must be archived/compressed and password-protected into one (1) file.</p> <p>&lt;PCAB ID&gt;_&lt;CONTRACT ID&gt; _ Bid_Modification_X.zip (or .rar/.7z)          (Where X represents the number of bid modifications)</p> <p>iv. For Joint Venture (JV), the format of PCAB ID to be used by the bidder in naming their files, folders and archives shall be "JV-&lt;PCAB ID of the Lead Member&gt;". For example, if three (3) Contractors with PCAB ID Nos. 12345 (lead member), 67890, and 24680 entered into a JV, the PCAB ID they must use is "JV-12345".</p> <p>n. Prospective bidders, who submit their bids electronically, shall not be allowed to submit bids manually. Bid modification can be submitted electronically or manually, regardless of the manner by which the original bid was submitted. If a bidder submitted modifications both electronically and manually for a specific Contract, the submission with the latest official date and time of receipt shall prevail.</p> <p>o. In case a bidder intended to participate in a bidding and purchased Bidding Documents as JV ("original bidder") but later on decided to drop a member/s ("regrouped bidder"), or vice versa, the BAC shall be duly informed of the said change and the corresponding Official Receipt named after the regrouped bidder must be acquired and presented to the BAC prior to the submission of bid. In case the bid is submitted electronically, the regrouped bidder who initially submitted an Official Receipt named after the original bidder shall be required to resubmit an</p>
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	<p>Official Receipt which reflects the name of the regrouped bidder pursuant to Item III. a. hereof, before being allowed to submit an electronic bid.</p> <p><b>RECEIPT OF BIDS</b></p> <p>a. An auto-reply e-mail shall be sent to the bidder after successfully sending the electronic bid to the proper e-mail address of the Procuring Entity concerned. The auto-reply e-mail shall serve as the Bid Receipt which can be saved and/or printed by the bidder (Section 5.3 of GPPB Resolution No. 09-2020).</p> <p>b. The time indicated in the latest auto-reply e-mail (Bid Receipt) shall be the official time of submission. Bids submitted after the deadline shall not be accepted (Section 5.4 GPPB Resolution No. 09-2020).</p> <p>c. An auto-reply e-mail shall also be sent to acknowledge receipt of electronic bids in the cases enumerated in Item III-c. of this Guidelines, and likewise for an e-mail regarding withdrawal of bid, non-participation, or the bidder has yet to submit proof of purchase of bidding documents (Official Receipt).</p> <p>d. The files attached in the e-mail, including those that are not in the prescribed format, shall be automatically transferred to the folder in the eBid Portal that matches the Contract ID and the bidder's PCAB ID as indicated in the e-mail subject and filename of the attached file, respectively. However, the following will not be accepted:</p> <ul style="list-style-type: none"> <li>i. Submission of Bid without initially submitting the proof of purchase of bidding documents;</li> <li>ii. Submission of Bid after the deadline; and</li> <li>iii. Submission of proof of purchase of bidding documents after the deadline.</li> </ul> <p>e. Files that are part of an e-mail with more than one (1) attachment, invalid subject Contract ID and unrecognized transactions (e.g. Typo in the e-mail subject and filename) will be stored in the respective subfolders under the UNIDENTIFIED_DOCUMENTS subfolder in the Procuring Entity's main folder in the eBid Portal.</p> <p>f. The system shall add a timestamp in the format "YYYYMMDD_hhmmss" at the end of the filename of the received files, which represents the date and time when the bidder's e-mail was received.</p> <p>g. On the deadline of submission and receipt of bids, the BAC Secretariat shall officially close the Contract ID folder of the Contract under bidding in the eBid portal by renaming the project folder to "&lt;Contract ID&gt; CLOSED".</p> <p><b>OPENING OF BIDS</b></p> <p>a. The BAC Secretariat must download the electronic bid from the eBid Portal and open it using the password provided by the bidder during the actual bid opening (Section 4.2b of GPPB Resolution No. 09-2020). The password shall only be disclosed by the bidders verbally or in writing, during the actual bid opening which may be done in person, or through videoconferencing, webcasting or other similar technology available.</p> <p>b. As an additional security feature, downloading of submitted electronic bids and other attachments directly from the e-mail shall be disabled, and will be allowed only thru the eBid Portal.</p>
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	<p>c. The password-protected archived file (electronic bid, technical proposal and financial proposal) submitted must be opened using the password provided by the bidder in the manner referred to in Item V.a. hereof, and must be successfully opened/accessed by the BAC. Bidders shall be given a maximum of three (3) attempts or a period of fifteen (15) minutes, whichever comes first, to provide the correct password, except in unforeseen justifiable circumstances. Otherwise, the bidder shall be disqualified. The bidder may also be subjected to the sanctions under DSO. 17, Series of 2015 (3-Strike Policy), as may be warranted under the circumstances.</p> <p>d. For a hybrid system of submission where electronic and manual bids were received for a particular Contract, electronic bids must be opened first before the manual bids. The same applies to the Technical and Financial archive files in electronic bids, which shall be opened prior to the Technical and Financial Envelopes in the manual bids. In all cases, measures under Section 30 of the RIRR of R.A. 9184 shall be observed.</p> <p>e. If an electronic bid or file was found to be damaged and could not be extracted/opened, the bid shall be considered "Failed".</p> <p>f. If a bidder committed typographical errors in the submission of electronic bid, and/or attached files in the wrong format (e.g. not password-protected), the bid shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or improperly compressed or password protected folder, or for its premature opening.</p> <p>In case of non-participation and withdrawal of bids, the BAC secretariat shall check the letters of non-participation/bid withdrawal received in the dedicated e-mail address and stored in the eBid Portal, and shall observe the provisions under Section 26.2. of the RIRR of R.A. 9184 and DO. 17, Series of 2015 (3-Strike Policy).</p>
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## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{[Include if Framework Agreement will be used:]} In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

## 4. Inspection and Tests

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

Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

- 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 of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

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

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

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

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p>The Procuring Entity is <b><i>Department of Public Works and Highways Palawan 2<sup>nd</sup> DEO, Narra, Palawan</i></b></p> <p>The Funding Source is the Government of the Philippines (GOP) through <b><i>through the FY 2024 EAO</i></b></p> <p>The Project sites are defined in Section VI. Schedule of Requirements The procuring Entity’s address for Notice is:</p> <p style="text-align: center;"><b>Department of Public Works and Highways Palawan 2<sup>nd</sup> DEO</b></p> <p>Attention:</p> <p style="text-align: center;"><b>EUGENIO R. KATON</b> Engineer III BAC Chairperson</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:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <b><i>[DPWH Palawan 2<sup>nd</sup> DEO, Narra, Palawan]</i></b>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <b><i>[DPWH Palawan 2<sup>nd</sup> DEO, Narra, Palawan]</i></b>. 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 is <i>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></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: <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> <li>f. <i>[Specify additional incidental service requirements, as needed.]</i></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></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><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>e. 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>
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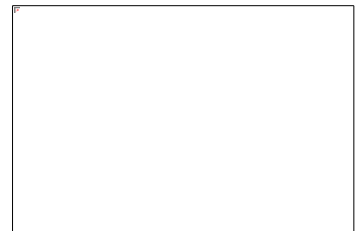
	<p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or 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  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>
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2	Payment using LC is not allowed.
4	The inspections and tests that will be conducted are: Regular inspection during delivery of goods.
5.1	The following are the warranty period: The Supplier shall provide a complete warranty on parts and onsite labor for three (3) years from the date of the Overall Operational Acceptance, including maintenance of the above equipment and all associated component. All warranty parts shall be of equal or better quality and the same brand as originally provided. The supplier shall guarantee that the equipment and all its components and accessories are functioning as intended and free from defects within the duration of the warrant period. The Supplier shall make available its technical expertise within the warranty period at no cost to the DPWH. Technical support shall be basic that include unlimited toll-free telephone (within the Philippines), email contact, 8 hours per day (from 8:00 am to 5:00 pm) for problem resolution and maintenance of the above equipment and all associated components. Support shall have a response time of next business day. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to five percent (5%) 19 of every progress payment, or a special bank guarantee equivalent to five percent (5%) of the total Contract Price. The period of correction of defects in the warranty period is ten (10) working days.
6	No additional provision. or, if the Supplier is a joint venture, All partners to the joint venture shall be jointly and severally liable to the Procuring Entity
Additional Requirements	The supplier must have a Gasoline station within the Municipality of Narra, Palawan.

## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
					Within Thirteen (90 Calendar Days) upon issuance of approved Notice to Proceed



## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (e.g. production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

**STATEMENT OF COMPLIANCE**

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

**Technical Specifications**

Item	DPWH Specification	Bidders of Compliance



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

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. 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

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (h) 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**
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; **and**
- ☐ (j) 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

- ☐ (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding

calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- ☐ (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

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

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

- ☐ (n) *[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.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPES**

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s).



