



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
ISABELA 4TH DISTRICT ENGINEERING OFFICE
REGIONAL OFFICE II
Quezon, San Isidro, Isabela

PHILIPPINE BIDDING DOCUMENTS

For

Contract ID No. : 24GBH23

***Contract Name : Furnishing/Deliveries of
Laboratory Equipment Use in
Quality Assurance Section of
DPWH Isabela Fourth District
Engineering Office***

Contract Location : Quezon, San Isidro, Isabela

Date of Opening of Bids: **December 04, 2024, 10:00 A.M.**

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

OR NO. : _____

DATE : _____

**Sixth Edition
July 2020**

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 notes 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
Isabela 4th DISTRICT ENGINEERING OFFICE
San Isidro, Isabela

INVITATION TO BID

The Department of Public Works and Highways **DPWH – Isabela 4th District Engineering Office**, through its Bids and Awards Committee (BAC) for Goods, invites suppliers to submit bids for the following Contract:

Contract ID: 24GBH23

Contract Name: Furnishing/Delivery of Laboratory Equipment use in Quality Assurance Section of DPWH Isabela Fourth District Engineering Office

Contract Location: Quezon, San Isidro, Isabela

Brief Description of Goods to be procured: Furnishing/Deliveries of Laboratory Equipment

Approved Budget for the Contract (ABC): Php 3,649,889.25

Source of Funds: GAA FY 2024 (EAO)

Delivery Date of Goods/Contract Duration of Service: 90 Calendar Days

Cost of Bidding Documents: Php 5,000.00

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, 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) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
- (b) 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;
- (c) Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR;
- (d) Filipino citizen or 60% Filipino-owned partnership/corporation;
- (e) Completion of a similar contract costing at least 50% of the ABC within 1 (One) year; and
- (f) 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.

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	From November 15, 2024 up to December 04, 2024	Hard copies at BAC Secretariat, Isabela 4 th D.E.O., Brgy. Quezon, San Isidro, Isabela Downloadable from DPWH website www.dpwh.gov.ph , PhilGEPS website www.philgeps.gov.ph and website of concerned foreign financing institution
2. Pre-Bid Conference	9:00 A.M. November 22, 2024	BAC, Isabela 4th D.E.O., Brgy. Quezon, San Isidro, Isabela
3. Receipt by the BAC of Bids	Until 10:00 AM on December 04, 2024	BAC, Isabela 4th D.E.O., Brgy. Quezon, San Isidro, Isabela
4. Opening of Bids	10:00 A.M. – December 04 2024	BAC, Isabela 4th D.E.O., Brgy. Quezon, San Isidro, Isabela

1. Bidders shall pay the BAC a non-refundable fee of in the amount as indicated 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.
2. All bid documents for submission must be properly book bound and contents of which must be all numbered/paginated consecutively, the total number of which must be indicated in the covering page and signed by the duly authorized representative.

The **DPWH Isabela 4th 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:

BAC Chairperson: CARLITO S. SALIM	BAC Secretariat Head: FLORENDO R. PASCUA JR.
Address: DPWH – Isabela 4 th DEO Quezon, San Isidro, Isabela	Address: DPWH – Isabela 4 th DEO Quezon, San Isidro, Isabela
Email address: cssalim70@gmail.com	Email address: Pascua.florendo_jr@dpwh.gov.ph

Approved by:

(SGD)

CARLITO S. SALIM

Engineer III

BAC Chairperson

Date of Publication DPWH Website and PhilGEPS Website: July 28-August 04, 2022

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, *DPWH-ISABELA 4TH DEO* wishes to receive Bids for the *Furnishing/Delivery of Laboratory Equipment Use in Quality Assurance Section of DPWH Isabela Fourth District Engineering Office* of with Contract identification number **24GBH23**

The Procurement Project *Furnishing/Delivery of Laboratory Equipment Use in Quality Assurance Section of DPWH Isabela Fourth District Engineering Office* is composed 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 *GAA FY 2024* in the amount of **3,649,889.25**.

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 will be evaluated.

5.2.

- a. Foreign ownership limited to those allowed under the rules may participate in this Project.

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 **November 22, 2024, 9:00 A.M** at **Function Hall, DPWH-Isabela 4th D.E.O** 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 _____ 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the 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)**.

12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission on or before **December 04, 2024 at 10:00 AM**

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public on **December 04, 2024 at 10:00 AM at Function Hall, DPWH Isabela Fourth D.E.O.** The Bidders' representatives

¹ 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.

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.
- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by Hope a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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.

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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
 - b. Bidding Documents;

- c. Call-offs;
- d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- e. Performance Security or Performance Securing Declaration, as the case may be;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified 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: <ul style="list-style-type: none"> a. <i>Furnishing/Deliveries of Laboratory Equipment use in Quality Assurance Section of DPWH Isabela Fourth District Engineering Office</i> b. completed within 30 calendar days prior to the deadline for the submission and receipt of bids.
7.1	No further instructions.
12	The price of the Goods shall be quoted DDP at DPWH-Isabela 4 th DEO 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: <ul style="list-style-type: none"> a. The amount of not less than ____ if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than _____ if bid security is in Surety Bond.
19.3	No further instructions.
20.2	<i>Updated Mayors Permit, Tax Clearance Certificate, SEC Certificate/DIT, PhilGEPS Certificate, BIR Certificate of Registration & Latest Annual Income Tax Return</i>
21.2	<i>Provide Brochures of Specification and model of offer equipments</i>

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**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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 *{[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

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

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

6. Liability of the Supplier

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

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

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>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <i>DPWH-ISABELA 4TH DEO</i>. 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>Incidental Services –</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"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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
	<ul style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> 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 b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</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 <u>30 Calendar Days</u></p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within Warranty Given of placing the order.</p>
	<p>Packaging –</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> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic</p>

	<p>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>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	No further instructions.
4	The inspections and tests that will be conducted are: <i>Equipment at the Supply Unit at DPWH-Isabela 4th DEO</i>

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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	DIGITAL MARSHALL TESTER 50KN CAPACITY	1 unit		90 days
2	DISTILLATION OF CUT-BACK ASPHALTS,ELECTRIC	1 set		90 days
3	'PORCELAIN CASSEROLE	3 pcs		90 days
4	CLAMP	1 pc		90 days
5	'STIRRING ROD	1 set		90 days
6	'GLASS PLATE	3 pcs		90 days
7	'FLOW TEST	1 set		90 days
8	'SIEVE	3 pcs		90 days
9	MOLD PLUGER	1 pc		90 days
10	'HYDROCHLORIC ACID	1 bot		90 days
11	'CONICAL MOLD	1 pc		90 days
12	TAMPER	1 pc		90 days
13	'CORING BIT 4" DIA. X 15"	1 pc		90 days
14	'LENGTH COMPARATOR	1 unit		90 days
15	'REFERENCE BAR	1 pc		90 days
16	'IRON STAND WITH CLAMPS	1 set		90 days
17	'CONICAL MOLD AND TAMPER	1 set		90 days

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<i>FRAMEWORK AGREEMENT LIST (AGENCY)</i>				
	<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
1	DIGITAL MARSHALL TESTER 50KN CAPACITY	2,950,000.00	1	2,950,000.00
2	DISTILLATION OF CUT-BACK ASPHALTS,ELECTRIC	402,189.25	1	402,189.25
3	PORCELAIN CASSEROLE	850.00	3	2,550.00
4	CLAMP	2,350.00	1	2,350.00
5	'STIRRING ROD	3,600.00	1	3,600.00
6	'GLASS PLATE	1,700.00	3	5,100.00
7	'FLOW TEST	38,000.00	1	38,000.00
8	'SIEVE	19,000.00	3	57,000.00
9	MOLD PLUGER	38,500.00	1	38,500.00
10	'HYDROCHLORIC ACID	7,000.00	1	7,000.00
11	'CONICAL MOLD	3,500.00	1	3,500.00
12	TAMPER	3,000.00	1	3,000.00
13	'CORING BIT 4" DIA. X 15"	22,750.00	1	22,750.00
14	'LENGTH COMPARATOR	75,750.00	1	75,750.00
15	'REFERENCE BAR	29,900.00	1	29,900.00
16	'IRON STAND WITH CLAMPS	6,500.00	1	6,500.00
17	'CONICAL MOLD AND TAMPER	2,200.00	1	2,200.00

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.

Technical Specifications

Item	Specification	Statement of Compliance
1	<p>DIGITAL MARSHALL TESTER 50KN CAPACITY</p> <p><i>*Conforms to ASTM D6927, D5581, D1559, and AASHTO T245</i></p> <p>-Marshall stability and flow values along with density; air voids in the total mix, voids in the mineral aggregate, or voids filled with asphalt, or both, filled with asphalt are used for laboratory mix design and evaluation of asphalt mixtures. In addition, Marshall stability and flow can be used to monitor Marshall stability in the plant process of producing asphalt mixture. Marshall stability and flow may also be used to relatively evaluate different mixes and the effects of conditioning such as with water.</p> <p>-The Marshall stability value obtained from this test can be used to predict the performance of pavement structures under different traffic loads and weather conditions. A higher stability value indicates better resistance to rutting and permanent deformation, resulting in longer-lasting roads.</p> <p>*Power Supply: 230V/50-60Hz/5.5Amps</p>	<i>“Comply” or “Not Comply”</i>
2	<p>DISTILLATION OF CUT-BACK ASPHALTS, ELECTRIC</p> <p><i>*Conforms to AASHTO T78</i></p> <p>-Distillation flask - Conforms to AASHTO T78 or has the following specifications: 500 mL(16.9oz) side-arm type, dimensions conforming to AASHTO T78</p> <p>-Electric Heater with a transformer capable of controlling from 0 to 750W ; shield & support shall be a refractory with an opening of 79mm (3.1 in.) w/ the upper surface beveled to 86mm (3.4in.); when the flask is placed on refractory, distance between the bottom of the flask and the heating elements = ~3mm(0.1in.). 220/240/220-240 V or with 220/240/220 -240 V AVR/UPS</p>	<i>“Comply” or “Not Comply”</i>
3	<p>PORCELAIN CASSEROLE</p> <p><i>*Conforms to ASTM C 114</i></p> <p>-Made of porcelain. At least 50mL capacity</p>	<i>“Comply” or “Not Comply”</i>

4	<p>CLAMP</p> <p><i>*Conforms to AASHTO T59</i></p> <p>-Acid or Corrosion Resistant</p>	“Comply” or “Not Comply”
5	<p>'STIRRING ROD</p> <p><i>*Conforms to AASHTO T59</i></p> <p>-Glass or metal rod for stirring the sample</p>	“Comply” or “Not Comply”
6	<p>'GLASS PLATE</p> <p><i>*Conforms to AASHTO T102</i></p> <p>-Smooth, Clear glass plate</p>	“Comply” or “Not Comply”
7	<p>'FLOW TEST</p> <p><i>*Conforms to ASTM C109/109M</i></p> <p>-Standard method of test for compressive strength of cement mortar</p>	“Comply” or “Not Comply”
8	<p>'SIEVE</p> <p><i>*Conforms to AASHTO 311 & T27</i></p> <p>-The sieve cloth shall be mounted on substantial frames constructed in a manner that will prevent loss of material during the sieving. The sieve cloth and standard sieve frames shall conform to the requirements of ASTM E11.</p>	“Comply” or “Not Comply”
9	<p>MOLD PLUGGER</p> <p><i>*Conforms to ASTM D6927-15</i></p>	“Comply” or “Not Comply”
10	<p>'HYDROCHLORIC ACID</p> <p><i>*Conforms to ASTM C 114</i></p> <p>-(HCl) - sp.gr. 1.19 or 37% or concentrated or fuming, reagent grade or similar grade or better; With SDS and certificate of analysis from the manufacturer; GHS compliant labeling; Original manufacturer's container and not repacked.</p>	“Comply” or “Not Comply”

11	<p>'CONICAL MOLD</p> <p><i>*Conforms to ASTM C109/109M</i></p> <p><i>Standard method of test for compressive strength of cement mortar</i></p> <p>-Conical Mold: conforms to ASTM C185 or Has the following specifications : cast bronze or brass; Rockwell hardness number of the metal ≥ 25 HRB; Height of the mold=2.00 ± 0.02 in. [50.0 ± 0.5 mm];</p>	<i>“Comply” or “Not Comply”</i>
12	<p>TAMPER</p> <p><i>*Conforms to ASTM C109/109M</i></p> <p><i>Standard method of test for compressive strength of cement mortar</i></p> <p>-shall be checked for conformance to the design and dimensional requirements of this test method at least every 2 1/2 years</p>	<i>“Comply” or “Not Comply”</i>
13	<p>'CORING BIT 4" DIA. X 15"</p> <p>*Outside Ø: 160 mm</p> <p>*Inside Ø: 100 mm</p> <p>*Bit length: 450 mm</p>	<i>“Comply” or “Not Comply”</i>
14	<p>'LENGTH COMPARATOR</p> <p><i>*Conforms to ASTM C 490</i></p> <p>-Design to accommodate the size of specimen employed and to provide or permit a positive means of contact with the gauge studs and the convenient and rapid obtaining of comparator readings; a horizontal comparator should be used with prisms with a cross-section greater than 9 in² or 58 cm²; design shall provide a means for checking the measuring device against reference bar at regular intervals.</p>	<i>“Comply” or “Not Comply”</i>
15	<p>'REFERENCE BAR</p> <p><i>*Conforms to ASTM C 490</i></p> <p>-Overall length of 295 ± 3.0 mm or 170 ± 3.0 mm [$11 \frac{5}{8} \pm \frac{1}{8}$ in. or $6 \frac{5}{8} \pm \frac{1}{8}$ in.], whichever is appropriate for the specimen in use; steel alloy having a coefficient of thermal expansion not greater than two millionths per degree Celsius; each end of the reference bar shall be fitted with heated treated, hardened, and polished tips machined to the same shape as the contact end of the gauge studs used in test specimens; that</p>	<i>“Comply” or “Not Comply”</i>

	<p>portion of the bar that extends into the comparator's collar shall have a dia. $6\pm0.25\text{mm}$ [$0.250\pm0.010\text{in.}$], and the length of that portion shall extend beyond the depth of the collar; except for the tips, which are attached after heat treatment, no part of the reference bar shall be heated treated; the central 100mm[4in.] of the length of the reference bar shall be covered by a rubber tube with a wall at least 3mm[1/8 in.] thick to minimize the effect of temp. change during handling; the reference bar shall be provided near one end with a positioning mark.</p>	
16	<p>IRON STAND WITH CLAMPS</p> <p><i>*Conforms to AASHTO T59</i></p> <p>-Corrosion Resistant</p>	<i>“Comply” or “Not Comply”</i>
17	<p>CONICAL MOLD AND TAMPER</p> <p><i>*Conforms to AASHTO T84</i> <i>Standard method of test for Specific Gravity and Absorption of Fine Aggregates.</i></p> <p>-Mold: A metal mold in the form of a frustum of a cone w/ dimensions as follows: $40\pm3\text{mm}$ inside diameter at the top, $90\pm3\text{mm}$ inside dia. At the bottom, and $75\pm3\text{mm}$ in height, with the metal having a minimum thickness of 0.8mm.</p> <p>-Tamper: A metal tamper having a mass of $340\pm15\text{g}$ and having a flat circular tamping face $25\pm3\text{mm}$ in diameter.</p>	<i>“Comply” or “Not Comply”</i>

Technical Specifications

TECHNICAL SPECIFICATION

Item	Maximum Quantity	Specification	Statement of Compliance
1	1 unit	<p>DIGITAL MARSHALL TESTER 50KN CAPACITY</p> <p><i>*Conforms to ASTM D6927, D5581, D1559, and AASHTO T245</i></p> <p>-Marshall stability and flow values along with density; air voids in the total mix, voids in the mineral aggregate, or voids filled with asphalt, or both, filled with asphalt are used for laboratory mix design and evaluation of asphalt mixtures. In addition, Marshall stability and flow can be used to monitor Marshall stability in the plant process of producing asphalt mixtures. Marshall stability and flow may also be used to relatively evaluate different mixes and the effects of conditioning such as with water.</p> <p>-The Marshall stability value obtained from this test can be used to predict the performance of pavement structures under different traffic loads and weather conditions. A higher stability value indicates better resistance to rutting and permanent deformation, resulting in longer-lasting roads.</p> <p><i>*Power Supply: 230V/50-60Hz/5.5Amps</i></p>	<i>“Comply” or “Not Comply”</i>
2	1 set	<p>DISTILLATION OF CUT-BACK ASPHALTS, ELECTRIC</p> <p><i>*Conforms to AASHTO T78</i></p> <p>-Distillation flask - Conforms to AASHTO T78 or has the following specifications: 500 mL (16.9oz) side-arm type, dimensions conforming to AASHTO T78</p> <p>-Electric Heater with a transformer capable of controlling from 0 to 750V; shield & support shall be a refractory with an opening of 79mm (3.1 in.) w/ the upper surface beveled to 86mm (3.4in.); when the flask is placed on refractory, distance between the bottom of the flask and the heating elements = ~3mm (0.1in.). 220/240/220-240 V or with 220/240/220-240 V AVR/UPS</p>	<i>“Comply” or “Not Comply”</i>
3	3 pcs	<p>PORCELAIN CASSEROLE</p> <p><i>*Conforms to ASTM C 114</i></p> <p>-Made of porcelain. At least 50mL capacity</p>	<i>“Comply” or “Not Comply”</i>

4	1 pc	CLAMP <i>*Conforms to AASHTO T59</i> -Acid or Corrosion Resistant	<i>“Comply” or “Not Comply”</i>
5	1 set	'STIRRING ROD <i>*Conforms to AASHTO T59</i> -Glass or metal rod for stirring the sample	<i>“Comply” or “Not Comply”</i>
6	3 pcs	'GLASS PLATE <i>*Conforms to AASHTO T102</i> -Smooth, Clear glass plate	<i>“Comply” or “Not Comply”</i>
7	1 set	'FLOW TEST <i>*Conforms to ASTM C109/109M</i> -Standard method of test for compressive strength of cement mortar	<i>“Comply” or “Not Comply”</i>
8	3 pcs	'SIEVE <i>*Conforms to AASHTO 311 & T27</i> -The sieve cloth shall be mounted on substantial frames constructed in a manner that will prevent loss of material during the sieving. The sieve cloth and standard sieve frames shall conform to the requirements of ASTM E11.	<i>“Comply” or “Not Comply”</i>
9	1 pc	MOLD PLUGGER <i>*Conforms to ASTM D6927-15</i>	<i>“Comply” or “Not Comply”</i>
10	1 bot	'HYDROCHLORIC ACID <i>*Conforms to ASTM C 114</i> -(HCl) - sp.gr. 1.19 or 37% or concentrated or fuming, reagent grade or similar grade or better; With SDS and certificate of analysis from the manufacturer; GHS compliant labeling; Original manufacturer's container and not repacked.	<i>“Comply” or “Not Comply”</i>
11	1 pc	'CONICAL MOLD <i>*Conforms to ASTM C109/109M</i> <i>Standard method of test for compressive strength of cement mortar</i> -Conical Mold: conforms to ASTM C185 or Has the following specifications: : cast bronze or brass; Rockwell hardness number of the metal ≥ 25 HRB; Height of the mold=2.00 \pm 0.02in.[50.0 \pm 0.5mm];	<i>“Comply” or “Not Comply”</i>

12	1 pc	<p>TAMPER</p> <p><i>*Conforms to ASTM C109/109M</i></p> <p><i>Standard method of test for compressive strength of cement mortar</i></p> <p>-shall be checked for conformance to the design and dimensional requirements of this test method at least every 2 1/2 years</p>	<i>“Comply” or “Not Comply”</i>
13	1 pc	<p>'CORING BIT 4" DIA. X 15"</p> <p>*Outside Ø: 160 mm</p> <p>*Inside Ø: 100 mm</p> <p>*Bit length: 450 mm</p>	<i>“Comply” or “Not Comply”</i>
14	1 unit	<p>'LENGTH COMPARATOR</p> <p><i>*Conforms to ASTM C 490</i></p> <p>-Design to accommodate the size of specimen employed and to provide or permit a positive means of contact with the gauge studs and the convenient and rapid obtaining of comparator readings; a horizontal comparator should be used with prisms with a cross-section greater than 50 or 58cm²; design shall provide a means for checking the measuring device against reference bar at regular intervals.</p>	<i>“Comply” or “Not Comply”</i>
15	1 pc	<p>'REFERENCE BAR</p> <p><i>*Conforms to ASTM C 490</i></p> <p>-Overall length of 295 ± 3.0mm or 170 ± 3.0mm [11 5/8 ± 1/8 in. or 6 5/8 ± 1/8 in.], whichever is appropriate for the specimen in use; steel alloy having a coefficient of thermal expansion not greater than two millionths per degree Celsius; each end of the reference bar shall be fitted with heated treated, hardened, and polished tips machined to the same shape as the contact end of the gauge studs used in test specimens; that portion of the bar that extends into the comparator's collar shall have a diameter of 6±0.25mm [0.250±0.010in.], and the length of that portion shall extend beyond the depth of the collar; except for the tips, which are attached after heat treatment, no part of the reference bar shall be heated treated; the central 100mm[4in.] of the length of the reference bar shall be protected by a rubber tube with a wall at least 3mm[1/8 in.] thick to minimize the effect of temp. change during handling; the reference bar shall be provided near one end with a positioning mark.</p>	<i>“Comply” or “Not Comply”</i>
16	1 set	'IRON STAND WITH CLAMPS	<i>“Comply” or “Not Comply”</i>

		<p><i>*Conforms to AASHTO T59</i></p> <p>-Corrosion Resistant</p>	
17	1 set	<p>CONICAL MOLD AND TAMPER</p> <p><i>*Conforms to AASHTO T84</i> <i>Standard method of test for Specific Gravity and Absorption of Fine Aggregates.</i></p> <p>-Mold: A metal mold in the form of a frustum of a cone w/ dimensions as follows: 40±3mm inside diameter at the top, 90±3mm inside dia. At the bottom, and 75±3mm in height, with the metal having a minimum thickness of 0.8mm.</p> <p>-Tamper: A metal tamper having a mass of 340±15g and having a flat circular tamping face 25±3mm in diameter.</p>	<i>“Comply” or “Not Comply”</i>

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

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **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 2016 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 after-sales/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 submission; **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 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.

II. 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 the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

