



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
BATANGAS 1st DISTRICT ENGINEERING OFFICE
Brgy. Lanatan, Balayan, Batangas, Region IV-A



BIDDING DOCUMENTS FOR

24GDB0004✓

**Supply of Materials for the Repair and Maintenance of
Bituminous Pavement (Premix Patching Bituminous
Pavement) along various National Roads, Batangas 1st LD✓**

Batangas 1st LD ✓

Date of Opening of Bids: **February 20, 2024 ✓**

Start Date for Issuance of Bidding Documents: **February 1, 2024 ✓**

Website: <https://www.dpwh.gov.ph>
Tel. No.: +43 703 0004



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.

Table of Contents

| | |
|--|-----------|
| Glossary of Acronyms, Terms, and Abbreviations | 4 |
| Section I. Invitation to Bid..... | 7 |
| Section II. Instructions to Bidders... .. | 8 |
| 1. Scope of Bid | 9 |
| 2. Funding Information..... | 9 |
| 3. Bidding Requirements | 9 |
| 4. Corrupt, Fraudulent, Collusive, and Coercive Practices..... | 9 |
| 5. Eligible Bidders..... | 9 |
| 6. Origin of Goods | 11 |
| 7. Subcontracts | 11 |
| 8. Pre-Bid Conference | 11 |
| 9. Clarification and Amendment of Bidding Documents | 11 |
| 10. Documents comprising the Bid: Eligibility and Technical Components | 11 |
| 11. Documents comprising the Bid: Financial Component | 12 |
| 12. Bid Prices | 12 |
| 13. Bid and Payment Currencies | 13 |
| 14. Bid Security | 13 |
| 15. Sealing and Marking of Bids | 13 |
| 16. Deadline for Submission of Bids | 14 |
| 17. Opening and Preliminary Examination of Bids | 14 |
| 18. Domestic Preference | 14 |
| 19. Detailed Evaluation and Comparison of Bids | 14 |
| 20. Post-Qualification | 15 |
| 21. Signing of the Contract | 15 |
| Section III. Bid Data Sheet | 16 |
| Section IV. General Conditions of Contract | 18 |
| 1. Scope of Contract | 19 |
| 2. Advance Payment and Terms of Payment | 19 |
| 3. Performance Security | 19 |
| 4. Inspection and Tests | 19 |
| 5. Warranty | 20 |
| 6. Liability of the Supplier | 20 |
| Section V. Special Conditions of Contract | 21 |
| Section VI. Schedule of Requirements | 23 |
| Section VII. Technical Specifications | 24 |
| Section VIII. Checklist of Technical and Financial Documents | 27 |

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.



INVITATION TO BID

KARLEI MAE L. SUMANGA
ADMINISTRATIVE OFFICER IV C HRMO II

1. The **Department of Public Works and Highways (DPWH), Batangas 1st District Engineering Office** through its Bids and Awards Committee now invites suppliers to submit bids for the below mentioned contract.

- | | | |
|----------------------------------|---|---|
| 1. Contract ID No. | : | 24GDB0004 |
| Contract Name | : | Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Premix Patching Bituminous Pavement) along various National Roads, Batangas 1st LD |
| Contract Location | : | Batangas 1st LD |
| Brief Description | : | Supply of Materials for the Repair and Maintenance of Road (Aphalt Cold Mix) |
| Approved Budget for the Contract | : | Php 824,250.00 |
| Source of Funds | : | FY2024 Regular Maintenance Fund |
| Delivery Date of Goods/ | : | 20 c.d. |
| Contract Duration of Service | : | |
| Cost of Bidding Documents | : | Php 1,000.00 |
| | | |
| 2. Contract ID No. | : | 24GDB0005 |
| Contract Name | : | Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Penetrating Patching Bituminous Pavement) along various National Roads, Batangas 1st LD |
| Contract Location | : | Batangas 1st LD |
| Brief Description | : | Supply of Materials for the Repair and Maintenance of Road (Hot Asphalt) |
| Approved Budget for the Contract | : | Php 504,000.00 |
| Source of Funds | : | FY2024 Regular Maintenance Fund |
| Delivery Date of Goods/ | : | 20 c.d. |
| Contract Duration of Service | : | |
| Cost of Bidding Documents | : | Php 1,000.00 |
| | | |
| 3. Contract ID No. | : | 24GDB0006 |
| Contract Name | : | Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Premix Patching Bituminous Pavement) along Tagaytay – Nasugbu Road (K0072+(-240) – K0092+000), Batangas 1st LD |
| Contract Location | : | Batangas 1st LD |
| Brief Description | : | Supply of Materials for the Repair and Maintenance of Road (Cationic Cold Mix Blend) |
| Approved Budget for the Contract | : | Php 694,050.00 |
| Source of Funds | : | FY2024 Regular Maintenance Fund |
| Delivery Date of Goods/ | : | 20 c.d. |
| Contract Duration of Service | : | |
| Cost of Bidding Documents | : | Php 1,000.00 |



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
BATANGAS 1st DISTRICT ENGINEERING OFFICE
Brgy. Lanatan, Balayan, Batangas, Region IV-A



4. Contract ID No. : **24GDB0007**
Contract Name : **Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Premix Patching Bituminous Pavement) along Palico – Balayan – Batangas Road (K0094+(-960) – K0134+790), Batangas 1st LD**
Contract Location : **Batangas 1st LD**
Brief Description : **Supply of Materials for the Repair and Maintenance of Road (Bituminous Concrete Surface Course Grading D, FD)**
Approved Budget for the Contract : **Php 521,850.00**
Source of Funds : **FY2024 Regular Maintenance Fund**
Delivery Date of Goods/ : **20 c.d.**
Contract Duration of Service : **20 c.d.**
Cost of Bidding Documents : **Php 1,000.00**
5. Contract ID No. : **24GDB0008**
Contract Name : **Supply of Materials for the Repair and Maintenance (Sealing of Joints and Cracks) along Palico – Balayan – Batangas Road, Diokno Highway and Lemery – Taal Diversion Road (Intermittent), Batangas 1st LD**
Contract Location : **Batangas 1st LD**
Brief Description : **Supply of Materials for the Repair and Maintenance of Road (Sealing of Joints and Cracks)**
Approved Budget for the Contract : **Php 819,000.00**
Source of Funds : **FY2024 Regular Maintenance Fund**
Delivery Date of Goods/ : **20 c.d.**
Contract Duration of Service : **20 c.d.**
Cost of Bidding Documents : **Php 1,000.00**
6. Contract ID No. : **24GDB0009**
Contract Name : **Supply of Materials for the Application of Thermoplastic Pavement Markings along Tagaytay – Nasugbu Road (K0072+(-240) – K0093+000) (Intermittent), Batangas 1st LD**
Contract Location : **Batangas 1st LD**
Brief Description : **Supply of Materials for the Repair and Maintenance of Road (Thermoplastic Powder)**
Approved Budget for the Contract : **Php 533,893.50**
Source of Funds : **FY2024 Regular Maintenance Fund**
Delivery Date of Goods/ : **20 c.d.**
Contract Duration of Service : **20 c.d.**
Cost of Bidding Documents : **Php 1,000.00**



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
BATANGAS 1st DISTRICT ENGINEERING OFFICE
Brgy. Lanatan, Balayan, Batangas, Region IV-A



| | |
|----------------------------------|--|
| 7. Contract ID No. | : 24GDB0010 |
| Contract Name | : Supply of Materials for the Application of Thermoplastic Pavement Markings along Diokno Highway K0072 + (-995) – K0091 + 073 (Intermittent), Batangas 1st LD |
| Contract Location | : Batangas 1st LD |
| Brief Description | : Supply of Materials for the Repair and Maintenance of Road (Thermoplastic Powder) |
| Approved Budget for the Contract | : Php 468,142.50 |
| Source of Funds | : FY2024 Regular Maintenance Fund |
| Delivery Date of Goods/ | : 20 c.d. |
| Contract Duration of Service | : 20 c.d. |
| Cost of Bidding Documents | : Php 500.00 |

Bids received in excess of the ABC shall be automatically rejected at bid opening.

- Bidders should have a completed contract similar to the project within **three (3) years** from submission and receipt of bids. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
- Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

- Interested bidders may obtain further information from **DPWH Batangas 1st DEO Bids and Awards Committee (BAC) Secretariat** and inspect the Bidding Documents at the address given below during office hours from **8:00AM to 5:00PM**.

A complete set of Bidding Documents may be acquired by interested Bidders on **February 1, 2024 to February 20, 2024 until 1:30 p.m.** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount indicated above. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

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

- Bids must be delivered and duly received by the BAC Secretariat at the address below on or before **1:30 p.m. of February 20, 2024**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **Instruction to Bidders (ITB)** clause 18.
- Bid opening shall be on **February 20, 2024 at 1:30 p.m.** at **DPWH Batangas 1st DEO, Brgy. Lanatan, Balayan, Batangas**. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
BATANGAS 1st DISTRICT ENGINEERING OFFICE
Brgy. Lanatan, Balayan, Batangas, Region IV-A



7. The **DPWH Batangas 1st DEO** reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
8. For further information, please refer to:

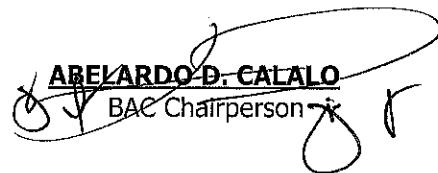
MISHAEL ALWYN D. CASTILLO

Head, BAC Secretariat
DPWH Batangas 1st DEO
(043) 703-0004
btg1deo@gmail.com

ABELARDO D. CALALO

BAC Chairperson
DPWH Batangas 1st DEO
(043) 703-0004
btg1deo@gmail.com

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
BATANGAS 1ST DISTRICT ENGINEERING OFFICE
Brgy. Lanatan, Balayan, Batangas


ABELARDO D. CALALO
BAC Chairperson

Date of Posting: February 1, 2024

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 – Batangas 1st District Engineering Office thru the Bids and Awards Committee (BAC)* wishes to receive Bids for the *Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Premix Patching Bituminous Pavement) along various National Roads, Batangas 1st LD*, with identification number *24GDB0004*.

The Procurement Project (referred to herein as “Project”) is composed of *Materials for the Repair and Maintenance of Road (Asphalt Cold Mix)*, 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 *FY2024 Regular Maintenance Fund* in the amount of *Php 824,250.00*.
- 2.2. The source of funding is: 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. 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:

[Select one, delete the other/s]

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

- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **DPWH Batangas 1st DEO, Brgy. Lanatan, Balayan, Batangas**, and/or through videoconferencing/webcasting as indicated in paragraph 5 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

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

- 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 the **BDS**.

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 for ***120 calendar days upon opening of bids***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which

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.

must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 6 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 7 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 Entity's 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 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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. Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Premix Patching Bituminous Pavement) along various National Roads, Batangas 1st LD ✓ b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids. |
| 7.1 | <i>Subcontracting is not allowed.</i> |
| 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 <i>two percent (2%) of ABC (Php 16,485.00)</i>, 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 <i>five percent (5%) of ABC (Php 41,212.50)</i> if bid security is in Surety Bond. ✓ |
| 19.3 | The total ABC is Php 824,250.00 ✓ |
| 20.2 | No other licenses and permits required. |
| 21.2 | No additional contract documents required |

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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (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>The Procuring Entity is Department of Public Works and Highways – Batangas 1st District Engineering Office thru the Bids and Awards Committee (BAC)</p> <p>The Funding Source is the Government of the Philippines (GOP) through the FY2024 Regular Maintenance Fund in the amount of Php 824,250.00</p> <p>The Project Site is: DPWH Batangas 1st District Engineering Office Brgy. Lanatan, Balayan, Batangas</p> <p>The Project Schedule are defined in Section VI. Schedule of Requirements</p> <p>The Procuring Entity's address for Notices is: Department of Public Works and Highways Attention: <p style="text-align: center;">ABELARDO D. CALALO Officer-in-Charge, Office of the Assistant District Engineer BAC Chairperson</p> </p> <p>The effectivity of the contract is defined in Section VI. Schedule of Requirements</p> |
| 2 | Payment using LC is not allowed |
| 4 | <p>The inspections and tests that will be conducted are:</p> <p>(i) <i>Regular inspection during delivery of goods</i></p> <p>(ii) <i>Inspection of certificates required per specifications</i></p> |

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 | Asphalt Cold Mix (Item 308) | 250 | | 20 calendar days |
| 2 | Cationic Cold Mix Blend | 10 | | |

Note: Asphalt Cold Mix (Item 308) to be delivered on site as per order basis.

(Name of Bidder/Company)

(Signature Over Printed Name of Representative)

(Designation)

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 |
|------|-----------------------------|--|
| | | <i>[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.]</i> |
| 1 | Asphalt Cold Mix (Item 308) | |
| 2 | Cationic Cold Mix Blend | |

(Name of Bidder/Company)

(Signature Over Printed Name of Representative)

(Designation)

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); **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- ☐ (b) 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**
- ☐ (c) 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**
- ☐ (d) 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**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) 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

- ☐ (g) 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

- ☐ (h) 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

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

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

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

Bidding Forms

The Bidder shall use the Bidding Forms (BFs) listed below in preparing its Bid and, in case it is awarded the contract, in preparing the documents required to perfect the contract.

Bid Form

Bill of Quantities with Unit Bid Prices and Total Bid Prices

Schedule of Prices

Bid Securing Declaration

Form of Bid Security: Irrevocable Letter of Credit

Form of Bid: Bank Guarantee

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

List of all On-going Government and Private Contracts Including Contracts Awarded but not yet Started

Omnibus Sworn Statement

Request for Reconsideration

Waiver to File Request for Reconsideration

Manpower Schedule

After Sales Service/Parts

The bidder may download these forms from the DPWH website. The bidder may also obtain from the Procuring Entity hard copies of these forms as part of the **BDs** for the contract.

Department of Public Works and Highways

Contract ID: 24GDB0004 ;
Contract Name: Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Premix Patching Bituminous Pavement) along various National Roads, Batangas 1st LD
Contract Location: Batangas 1st LD

Bid Form

Date: _____

*To: Department of Public Works and Highways Batangas I DEO
Brgy. Lanatan, Balayan, Batangas*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

| Name and address of agent | Amount | Purpose |
|---------------------------|--------|---------|
| | | |
| | | |
| | | |

(if none, state "None")/

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

Department of Public Works and Highways

Contract ID: 24GDB0004

Contract Name: Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Premix Patching Bituminous Pavement) along various National Roads, Batangas 1st LD

Contract Location: Batangas 1st LD

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Department of Public Works and Highways

Contract ID: 24GDB0004,
Contract Name: Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Premix Patching Bituminous Pavement) along various National Roads, Batangas 1st LD
Contract Location: Batangas 1st LD

BILL OF QUANTITIES

| Item | Description | Unit | Quantity | Unit Bid Price (Peso) | Total Bid Price (Peso) ¹ |
|----------------------------------|-----------------------------|--------|-------------------------|--------------------------|--|
| Col. 1 | Col. 2 | Col. 3 | Col. 4 | Col. 5 | Col. 6 |
| 1 | Asphalt Cold Mix (Item 308) | pail | 250 | | |
| 2 | Cathionic Cold Mix Blend | drums | 10 | | |
| | | | Total Bid Amount | | |
| Total Bid Amount in Words | | | | | |

Bid Validity: _____

Name and Signature of Bidder: _____

Address: _____

Telephone/Mobile No. _____

Name of Representative: _____

Signature of Representative: _____

Note: Columns 1 to 4 are to be filled up by the Procuring Entity. Columns 5 to 6 shall be filled up by the Bidder.

See attached Schedules of Prices for (a) Goods Offered from Abroad and (b) Goods Offered from within the Philippines

^[1] Bidders are required to include the cost of all taxes, such as, but not limited to: value added tax (VAT), income tax, local taxes, customs duties, freight, insurance, bank charges and other fiscal levies and duties. These shall be itemized in the bid form and reflected in the detailed estimates.

Department of Public Works and Highways

Contract ID: 24GDB0004

Contract Name: Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Premix Patching Bituminous Pavement) along various National Roads, Batangas 1st LD

Contract Location: Batangas 1st LD

Schedule of Prices For Goods Offered from Within the Philippines

Name of Bidder _____

Page ____ of ____

[illegible]

Name: _____

Legal capacity: _____

Signature: _____

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

Department of Public Works and Highways

Contract ID: 24GDB0004

Contract Name: Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Premix Patching Bituminous Pavement) along various National Roads, Batangas 1st LD

Contract Location: Batangas 1st LD

**Schedule of Prices
For Goods Offered from Abroad**

Name of Bidder _____

Page ____ of ____

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

Name: _____

Legal capacity: _____

Signature: _____

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

Department of Public Works and Highways

Contract ID: 24GDB0004
Contract Name: Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Premix Patching Bituminous Pavement) along various National Roads, Batangas 1st LD
Contract Location: Batangas 1st LD

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

X-----X

BID-SECURING DECLARATION

Invitation to Bid: *[Insert reference number]*

Contract ID:

Contract Name:

Department of Public Works and Highways Batangas I DEO
Brgy. Lanatan, Balayan, Batangas

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, if I/we have committed any of the following actions:
 - (i) Withdrawn my/ our Bid during the period of bid validity required in the Bidding Document; or Document; or
 - (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
3. I/We understand that this Bid - Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post - disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]*
[year] at *[place of execution]*.

[Insert signatory's legal capacity]

Affiant

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

Department of Public Works and Highways

Contract ID: 24GDB0004
Contract Name: Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Premix Patching Bituminous Pavement) along various National Roads, Batangas 1st LD
Contract Location: Batangas 1st LD

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/ are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. ____ .
Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued]*, *[place issued]*
IBP No. __, *[date issued]*, *[place issued]*

Doc. No. ____
Page No. ____
Book No. ____
Series of ____.

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

Department of Public Works and Highways

Contract ID: 24GDB0004
Contract Name: Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Premix Patching Bituminous Pavement) along various National Roads, Batangas 1st LD
Contract Location: Batangas 1st LD

FORM OF BID SECURITY: IRREVOCABLE LETTER OF CREDIT

Date:

[Name of the Head of the Procurement Office]

[Position of the Head of the Procurement Office]

[Name of the Procuring Entity/Office]

[Address of the Procuring Entity/Office]

Irrevocable Letter of Credit No. : _____

For: [Contract ID No. and Contract Name]

WHEREAS, [Name of the Bidder], hereinafter called the "Bidder", has undertaken to submit to you a bid for the above stated Contract, and whereas you have stipulated in the Instructions to Bidders for the said Contract that the Bidder shall furnish you with an irrevocable standby Letter of Credit for a sum specified therein as Bid Security for the faithful compliance of the following obligations of the Bidder:

1. The Bidder shall not withdraw our Bid for the abovementioned Contract during the period of bid validity specified in the Instructions to Bidders.
2. The Bidder shall accept the corrections to be made by the Bids and Awards Committee on any arithmetical or computational errors in our Bid prices in accordance with the Instruction to Bidders.
3. If the Bidder receives your Notice of Award for the Contract, it shall submit to you, within ten (10) days from receipt of the said Notice, (a) its written "conforme" on the Notice of Award, and (b) Performance Security, and shall execute the Contract Agreement, in accordance with the Instructions to Bidders and General Conditions of Contract.

WHEREAS, we have agreed to guarantee this obligation of the Bidder.

THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to the total amount of [Bid Security amount in words and in figures], and we undertake to pay you, upon first written demand declaring the Bidder to be in default under the Instruction to Bidders and without cavil or argument, any sum or sums within the limits of (Bid Security amount in words and in figures) as aforesaid, without you grounds or reasons for your demand for the sum specified therein, needing to prove or show

This irrevocable guarantee is valid until one hundred twenty (120) calendar days after the date of opening of bids for the said Contract on [Date].

This certification is issued in favor of the said Bidder in connection with your requirements of the bidding for the said Contract. We are aware that any false statements issued by us make us liable to perjury.

Name and Signature of Authorized
Financing Institution : _____
Official Designation : _____

Concurred by:

Name and Signature of Bidder's
Authorized Representative : _____
Official Designation : _____

Department of Public Works and Highways

Contract ID: 24GDB0004
Contract Name: Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Premix Patching Bituminous Pavement) along various National Roads, Batangas 1st LD
Contract Location: Batangas 1st LD

FORM OF BID SECURITY: BANK GUARANTEE

WHEREAS, [Name of Bidder], hereinafter called "the Bidder," has submitted its bid dated _____ for the [Contract ID and Name], hereinafter called "the Bid."

KNOW ALL MEN by these presents that We, [Name of Bank] of [Name of Country], having our registered office at [Office Address of the Bank], hereinafter called "the Bank," are bound unto the Department of Public Works and Highway (DPWH) [Name of the procuring Entity/Office] with address at [Address of Procuring Entity/Office], hereinafter called "the Entity," in the sum of [Bid Security amount in words and figures] for which payment well and truly to be made to the said Entity the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are that:

- 1) if the Bidder withdraws the Bid during the period of bid validity specified in the Form of Bid; or
- 2) if the Bidder does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or
- 3) if the Bidder having been notified of the acceptance of the Bid and award of contract to it by the Entity during the period of bid validity:
 - a) fails or refuses to submit the requirements for and to execute the Form of Contract in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay to the Entity up to the above amount upon receipt of its first written demand, without the Entity having to substantiate its demand, provided that in its demand the Entity will note that the amount claimed by it is due to the occurrence of any one or combination of the three (3) conditions stated above.

The Guarantee will remain in force up to a period of ONE HUNDRED TWENTY (120) days from the opening of bids as stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank within the said period.

(Name and Signature of Bank's Authorized Signatory)

(Date)

(Position)

Department of Public Works and Highways

Name of Office: Department of Public Works and Highways Batangas I DEO

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC) WHICH ARE SIMILAR IN NATURE

Business Name:
Business Address:

| Name of Contract | a. Owner's Name b. Address c. Telephone No. | Type of Product Delivered | No. of Units | Description | a. Amount at Award b. Amt at Completion c. Duration | | | a. Date Awarded b. Contract Effectivity c. Date Completed | | |
|-------------------|---|------------------------------|-----------------|-------------|---|--|--|---|--|--|
| | | | | | | | | | | |
| <u>Government</u> | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| <u>Private</u> | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

NOTE:

- A. This statement shall be supported with end-user's acceptance or Official Receipt/s or Sales Invoice issued for the contract
B. This bidders shall fill-up and submit this form for every item to be bid

Submitted by: _____
(Printed Name and Signature)

Designation: _____

Date: _____

Business Name:
Business Address:

| | |
|---------------------|---|
| Attachments: | 1. Notice of Award and/or Contract 2. Notice to Proceed issued by owner 3. Certificate of Accomplishment signed by the owner or authorized representative |
|---------------------|---|

Submitted by: _____
(Printed Name and Signature)

Designation: _____

Date: _____

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]* *[insert "as shown in the attached duly notarized Special Power of Attorney" for the authorized representative]*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the *[Name of the Project]* of the *[Name of the Procuring Entity]* accompanied by the duly notarized Special Power of Attorney, Board/ Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/ foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board; by **itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting**;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. Select one, delete the rest:

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office/ Implementing Unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office/ Implementing Unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office/ Implementing Unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

7. [Name of Bidder] complies with existing labor laws and standards;
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Make an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project]; and
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

[Insert name of Bidder's Authorized Representative]
 Bidder's Representative/Authorized Signatory
[Insert signatory's legal capacity]

SUBSCRIBED AND SWORN to before me this _____ day of [month] [year] at [place of execution], Philippines. Affiant/s is / are personally known to me and was/ were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant's exhibited to me his/her [insert type of government identification card used] with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____. Witness my hand and seal this _____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

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

Department of Public Works and Highways

Contract ID: 24GDB0004

Contract Name: Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Premix Patching Bituminous Pavement) along various National Roads, Batangas 1st LD

Contract Location: Batangas 1st LD

REQUEST FOR RECONSIDERATION

THE CHAIRPERSON

Bids and Awards Committee

Department of Public Works and Highways Batangas I DEO

Brgy. Lanatan, Balayan, Batangas

Dear Sir / Madam:

In relation to the results of the [Eligibility Check/ Technical/ Financial Proposal Evaluation] conducted for the bidding of the [Supply Contract ID No. and Supply Contract Name] held on [date and time of the Eligibility Check/ Technical/ Financial Bid Opening] at [venue], we would like to request, for the reasons mentioned below, a reconsideration on your decision declaring our Bid as [Ineligible/Failed Technical/ Financial Proposal]:

Very truly yours,

Name of the Representative of the Bidder

Position of the Representative

Name of the Bidder

Received by the BAC:

Date:_____

Department of Public Works and Highways

Contract ID: 24GDB0004

Contract Name: Supply of Materials for the Repair and Maintenance of Bituminous Pavement
(Premix Patching Bituminous Pavement) along various National Roads, Batangas
1st LD

Contract Location: Batangas 1st LD

Waiver to File a Request for Reconsideration

I, [Name of the Representative of the Bidder], of legal age, with office address at [Address of the Representative], after having sworn in accordance with the law, hereby depose and say:

1. That I am the [Position of the Representative] of [Name of the Bidder] with business address at [Address of the Bidder];
2. That I am the duly authorized representative of the [Name of the Bidder] ;
3. That [Name of the Bidder] is a bidder for the supply/delivery of [Supply Contract ID No and Supply Contract Name];
4. [Name of the Bidder], having been declared ineligible by the BAC of the [Name of the Procuring Entity], accepts said declaration and will not file a motion for reconsideration;

AFFIANT FURTHER SAYETH NAUGHT.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____,
20____ at _____.

Affiant

Department of Public Works and Highways

Contract ID: 24GDB0004

Contract Name: Supply of Materials for the Repair and Maintenance of Bituminous Pavement
(Premix Patching Bituminous Pavement) along various National Roads, Batangas
1st LD

Contract Location: Batangas 1st LD

MANPOWER SCHEDULE

MANPOWER

DURATION

Submitted by: _____
(Printed Name and Signature)

Designation: _____

Department of Public Works and Highways

Contract ID: 24GDB0004

Contract Name: Supply of Materials for the Repair and Maintenance of Bituminous Pavement (Premix Patching Bituminous Pavement) along various National Roads, Batangas 1st LD

Contract Location: Batangas 1st LD

AFTER SALES SERVICES/PARTS

This is to certify that _____ of which the under signed is the Owner/Proprietor hereby warrants that AFTER SALES SERVICE/ PARTS, if applicable that upon delivery of the materials/ supplies if found defective is ready and willing to change said defective/supplies.

Submitted by:

General Manager