

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Contract Id No. 24GH00031

*Supply and Delivery of Fuel (Diesel) for use in
the operation of Amphibious Excavator (K4-
14) located at Bais City, Negros Oriental*

Date Issue: April 2025

Government of the Republic of the Philippines

**Sixth Edition
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Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or 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





Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
REGIONAL OFFICE VII
South Road Properties (SRP), Cebu City



Invitation to Bid
for

24GH00031; P.R. # 2025-04-0079 dtd. 04-15-2025 – Supply and Delivery of Fuel (Diesel) for use in the operation of Amphibious Excavator (K4-14) located at Bais City, Negros Oriental

1. The Department of Public Works and Highways Regional Office VII, through the **FY 2024 RA 11975 Regular 2024 Current** intends to apply the sum of **Php 2,888,212.80** being the Approved Budget for the Contract (ABC) to payments under the contract for **Supply and Delivery of Fuel (Diesel) for use in the operation of Amphibious Excavator (K4-14) located at Bais City, Negros Oriental, with Contract Id No. 24GH00031; P.R. # 2025-04-0079 dtd. 04-15-2025**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Public Works and Highways Regional Office VII now invites bids for the hereunder Works:

Name of Contract	: Supply and Delivery of Fuel (Diesel) for use in the operation of Amphibious Excavator (K4-14) located at Bais City, Negros Oriental
Contract ID No.	: 24GH00031; P.R. # 2025-04-0079 dtd. 04-15-2025
Locations	: Bais City, Negros Oriental
Brief Description of Goods to be Procured	: Supply and Delivery of Fuel
Approved Budget for the Contract	: Php 2,888,212.80
Contract Duration	: 180CD
Source of Funds	: SR2024-11-020589 dtd. 11-11-2024

Bidders should have completed a 25% contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183
4. Interested bidders may obtain further information from *Department of Public Works and Highways Regional Office VII* and inspect the Bidding Documents at the address given below from **8:00 A.M. to 5:00 P.M.**
5. A complete set of Bidding Documents may be acquired by interested bidders **April 24 - May 19, 2025 until 10:00 A.M. only** from given address and website/s below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php5,000.00**. The Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS), and the website of the Procuring

Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The Department of Public Works and Highways Regional Office VII will hold a Pre-Bid Conference on **May 05, 2025 at 10:00 A.M.**, Conference Room of DPWH-Regional Office VII, South Road Properties, Cebu City and/or through Regional Office Official **YouTube Channel DPWH Regional Office VII Procurement LS or YouTube Handle: @DPWH.RO.7.**, which shall be open to prospective bidders.
7. Bid submission will be done manually on **May 19, 2025 @ 10:00 A.M.** Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on **May 19, 2025 at 10:30 A.M.**, Conference Room of DPWH Regional Office VII, South Road Properties, Cebu City and/or Regional Office Official **YouTube Channel DPWH Regional Office VII Procurement LS or YouTube Handle: @DPWH.RO.7.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Department of Public Works and Highways Regional Office VII reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

ENGR. ODILON N. ANDRINO
Head Procurement
(032)4116752; (032)4116753
Email address: andrino.odilon@dpwh.gov.ph or procurementro7@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents: www.dpwh.gov.ph and PhilGEPS website

April 24, 2025



JERRY B. EVANGELIO
BAC Chairman

RO7/ORD/PO/CFSP/ONA

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *[indicate name]* wishes to receive Bids for the *[insert Procurement Project]*{*[insert, if applicable:]* under a Framework Agreement}, with identification number *[indicate number]*.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed of *[indicate number of lots or items]*, 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 *[indicate funding year]* in the amount of *[indicate amount]*.

2.2. The source of funding is:

[If an early procurement activity, select one and delete others:]

- a. NGA, the National Expenditure Program.
- b. GOCC and GFIs, the proposed Corporate Operating Budget.
- c. LGUs, the proposed Local Expenditure Program.

[If not an early procurement activity, select one and delete others:]

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

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. *[Select one, delete other/s]*

a. 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.

b. 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:

[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:

[Select one, delete other/s]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- b. Subcontracting is not allowed.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. 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 *{[insert if applicable]}* 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 *[state relevant period as provided in paragraph 2 of the IB]* 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. *[Include if Framework Agreement will be used:]* 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. *[Include if Framework Agreement will be used:]* 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:

[Select one, delete the other/s]

- a. Philippine Pesos.
- b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP].*

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**.

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.

- 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. *[Include if Framework Agreement will be used:]* In 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 as indicated in paragraph 7 of the **IB**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.

[Include the following options if Framework Agreement will be used:]

- 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:

[Select one, delete the other/s]

Option 1 – One Project having several items that shall be awarded as one contract.

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

[Delete Options 2 and 3 if Framework Agreement will be used.]

- 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. *[Include if Framework Agreement will be used:]* 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, *{[Include if Framework Agreement will be used:] or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}* 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**. *{[Include if Framework Agreement will be used:] For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}*

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**.

[Include the following clauses if Framework Agreement will be used:]

- 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

Bid Data Sheet

ITB Clause	
1	<p>The Procuring Entity is <i>Department of Public Works and Highways, Region VII</i></p> <p>The name of the Contract is <i>Supply and Delivery of Fuel (Diesel) for use in the operation of Amphibious Excavator (K4-14) located at Bais City, Negros Oriental</i></p> <p>The identification number of the Contract is <i>24GH00031; P.R. # 2025-04-0079 dtd. 04-15-2025</i></p>
2.1	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through <i>the authorized appropriations under the DPWH FY 2024 General Appropriation Act (GAA) in the amount of Two Million Eight Hundred Eighty Eight Thousand Two Hundred Twelve Pesos and 80/100 Only (2,888,212.80)</i></p>
2.2	<p>The source of funding is:</p> <p>NGA, the General Appropriations Act or Special Appropriations.</p>
3	"No further instructions"
4	"No further instructions"
5.1	Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
5.2	"Not Applicable"
5.3	<p>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:</p> <p style="padding-left: 40px;">a. 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.</p>
5.4	The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.
6	"No further instructions"
7.1.b	The Procuring Entity has prescribed that "Subcontracting is not allowed".
8	<p>The Procuring Entity will hold a pre-bid conference for this Project on <i>May 05, 2025, 2025 at 10:00 A.M. at DPWH, Conference Room, Second Floor, SRP, Cebu City.</i> The said Pre-Bid Conference can also be viewed through the Regional Office Official <i>YouTube Channel DPWH Regional Office VII Procurement LS or YouTube Handle: @DPWH.RO.7</i>, which shall be open to prospective bidders.</p>

9	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.
10.1	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 <i>five (5) years</i> prior to the deadline for the submission and receipt of
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.
12.1.a.iii	Prices indicated on the Price Schedule shall be entered separately in the following manner: a. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
13.2.a	Payment of the contract price shall be made in: a. Philippine Pesos.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than _____ [<i>equivalent to two percent (2%) of ABC</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>equivalent to five percent (5%) of ABC</i>] if bid security is in Surety Bond.
14.2	The Bid and bid security shall be valid until 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	"No further instructions"
16.1	The Bidders shall submit on or before May 19, 2025, until 10:00AM at 7th DPWH- Regional Office - Conference Room, Second Floor, South Road Properties, Cebu City (as indicated in paragraph 7 of the IB .)

17.1	<p>The BAC shall open the Bids in public May 19, 2025 until 10:30AM at DPWH Conference Room, Second Floor, South Road Properties, Cebu City and to be conducted via Regional Office Official YouTube Channel DPWH Regional Office VII Procurement LS or YouTube Handle: @DPWH.RO.7.</p> <p>The Bidders' representative who are present shall sign a register evidencing their attendance.</p> <p>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.</p>
17.2	The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.
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.
19.1	The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated " <i>passed</i> ," 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	"Not Applicable"
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 BD 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	Option 1 – One Project having several items that shall be awarded as one contract.
19.5	"Not Applicable"
20.2	Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that 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
21.1	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 IV. General 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**.

[Include the following clauses if Framework Agreement will be used:]

- 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.*[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

4. Inspection and Tests

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

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

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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>[indicate place of destination]</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 CHIEF JERRY B. EVANGELIO</p> <p>Incidental Services –</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>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>
2.2	“Not Applicable”

3	<p>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</p>
4	<p>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.</p> <p>The inspection and tests that will be conducted are: (refer to Section VI. Technical Specifications)</p>
5	<p>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.</p> <p>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.</p>
6	<p>The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.</p> <p>If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.</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	Unit	Total	Delivered, Weeks/Months
	Amphibious Excavator K4-63				
1	Fuel (Diesel)	24,091	liters		
	Front-End Loader L2-1623				
2	Fuel (Diesel)	13,009	liters		
	Dump Truck H3-6981				
3	Fuel (Diesel)	5,357	liters		
	Bulldozer L1-771				
4	Fuel (Diesel)	12,244	liters		
	Schedule of Requirement				
	A. Fuel shall be withdrawn from the supplier by the				
	operator/driver upon the presentation of duly approved				
	Fuel Issuance slip signed by authorized personnel of this				
	Department.				
	B. All withdrawals shall be subjected to appropriate				
	inspection and the fuel withdrawn must be duly supported				
	by a certificate of quality per batch which shall be				
	submitted by the supplier under oath.				
	X-X-X-X-X-X-X				
		TOTAL			

[Use this form for Framework Agreement:]

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.

FRAMEWORK AGREEMENT LIST (AGENCY)				
	<i>Item / Service</i> <i>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>
	TOTAL (Approved Budget for the Contract)			
	<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>Within [no. of days] calendar days upon issuance of Call-off.</i>		
	<i>Remarks</i>	<i>Indicate here any other appropriate information as may be necessary.</i>		
	SIGNATURE OVER PRINTED NAME	POSITION	DEPARTMENT/DIVISION	

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
Amphibious Excavator K4-63		<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. Fuel (Diesel)		
Front-End Loader L2-1623		
2. Fuel (Diesel)		
Dump Truck H3-6981		
3. Fuel (Diesel)		
Bulldozer L1-771		
4. Fuel (Diesel)		
	a. Compliant with R.A 8749 “Philippine Clean Air Act of 1999”	
	b. Compliant with EURO 4 Standard	
	b.1 Sulphur, ppm, max.: 50	
	b.2 Cetane Number, min.: 51	
	b.3 Water, % volume, max.: 0.05	
	b.4 Density @ 15° C, kg/m³.: 820-860	
	b.5 Distillation, T95° C, min.: 360	
	b.6 Flash Point, °C, min.: 55	
	b.7 Fame, vol %, max.: 1.7-2.2	
	c. Compliant with PNS/DOE QS 004:2012	
	X-X-X-X-X-X	

[Use this form for Framework Agreement:]

Technical Specifications

<i>TECHNICAL SPECIFICATIONS</i>			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
			<p><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.]</i></p>

Section VIII. Checklist of Technical and Financial Documents

Section IX. Bidding Forms

Bid Form for the Procurement of Goods*[shall be submitted with the Bid]***Bid Form**Date: May 19, 2025

Invitation to Bid 24GH00031

To: *BAC Chairman*
DPWH-Bids and Awards Committee
Department of Public Works and Highways
SRP, Cebu City

Gentlemen and/or Ladies:

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental Bulletin Numbers *[insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer *Supply and Delivery of Fuel (Diesel) for use in the operation of Amphibious Excavator (K4-14) located at Bais City, Negros Oriental* in conformity with the said PBDs for the sum of _____ Php_____

(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 Schedule 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 PBDs and it shall remain binding upon us at any time before the expiration of that period.

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:²

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

(if none, state "None")

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Bid Form B

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Contract ID No. 24GH00031
Name of Project: *Supply and Delivery of Fuel (Diesel) for use in the operation of Amphibious Excavator (K4-14) located at Bais City, Negros Oriental*

BID FORM B (FINANCIAL PROPOSAL) PRICE SCHEDULE FOR GOODS OFFERED

Date of Bid Opening : May 19, 2025

	DESCRIPTION	QTY	UNIT	Unit Cost	Amount of Bid	
					Unit Cost (In Words)	Total Cost (In Figure)
	Amphibious Excavator K4-63					
1	Fuel (Diesel)	24,091	liters			
	Front-End Loader L2-1623					
2	Fuel (Diesel)	13,009	liters			
	Dump Truck H3-6981					
3	Fuel (Diesel)	5,357	liters			
	Bulldozer L1-771					
4	Fuel (Diesel)	12,244	liters			
	a. Compliant with R.A8749 "Philippine Clean Air Act of 1999"					
	b. Compliant with EURO 4 Standard					
	b.1 Sulphur, ppm, max.: 50					
	b.2 Cetane Number, min.: 51					
	b.3 Water, % volume, max.: 0.05					
	b.4 Density @ 15° C, kg/m³.: 820-860					
	b.5 Distillation, T95° C, min.: 360					
	b.6 Flash Point, °C, min.: 55					
	b.7 Fame, vol %, max.: 1.7-2.2					
	c. Compliant with PNS/DOE QS 004:2012					
	Schedule of Requirement					
	A. Fuel shall be withdrawn from the supplier by the operator/driver upon the presentation of duly approved Fuel Issuance slip signed by authorized personnel of this Department.					
	B. All withdrawals shall be subjected to appropriate inspection and the fuel withdrawn must be duly supported by a certificate of quality per batch which shall be submitted by the supplier under oath.					
	x-x-x-x-x-x-x					

Price Validity: _____

Name and Signature of Bidder _____
Address _____
Telephone/Mobile No. _____
Name of Representative _____
Representative Signature _____

Omnibus Sworn Statement (Revised)

(shall be submitted with the Bid)

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

AFFIDAVIT

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

1. *(Select one, delete the other:)*

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

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

2. *(Select one, delete the other:)*

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

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *(Select one, delete the rest:)*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the

end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

*(Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE)
[Insert signatory's legal capacity]
Affiant*

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

Statement Of All Government And Private Contracts Completed Which Are Similar In Nature

Business Name:
Business Address:

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

1. Contract
2. Certificate of Completion
3. Certificate of Acceptance

Submitted by: _____
(Printed Name and Signature)

Designation: _____
Date: _____

List Of All Ongoing Government And Private Contracts Including Contracts Awarded But Not Yet Started

Business Name:
Business Address:

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
Total Cost								

Note: This statement shall be supported with:

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: _____

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X- -----X

BID-SECURING DECLARATION

Project Identification No.: *[Insert number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bid must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period of 120CD, 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 NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant***

[Jurat]

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

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] [Contract Name]

WHEREAS, _____, hereafter called the “Bidder”, has
[Name of the Bidder]

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 default under the Instruction to Bidders and without cavil or argument, any sum or sums within the limits of _____ as aforesaid,

(Bid Security amount in words and in figures)

without you needing to prove or show grounds or reasons for your demand for the sum specified therein.

This irrevocable guarantee is valid until one hundred twenty (120) calendar days after the date of bids for the said Contract on_____

[Date].

This certification is being 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

:_____

FORM OF BID SECURITY: BANK GUARANTEE

WHEREAS, _____ (hereinafter called "the Bidder") has

submitted his bid dated _____ for the _____
(Name of Bidder) (Contract ID) (Contract Name)

Hereinafter called "the Bid".

KNOW ALL MEN by these presents that we _____
(Name of Bank)

of _____ having our registered office at _____
(Name of Country) (Office Address of the Bank)

_____ (hereinafter called "the Bank"), are bound unto the
Department of Public Works and Highways (DPWH)

_____ hereinafter called "the
Entity" in the sum of

_____ (Bid Security amount in words and in 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 contracts to it by the Entity during the period of bid validity:
 - a) fails or refuses 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) calendar days after 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

Regional Office No. VI
South Road Properties (SRP), Cebu City

Checklist of Eligibility and Technical Components for the BAC

Purchase Request No. : 2025-04-0079 Contract I. D. No. 24GH00031
 Title : Supply and Delivery of Fuel (Diesel) for use in the operation of Amphibious Excavator (K4-14)
 located at Bais City, Negros Oriental
 Date : May 19, 2025
 Name of Supplier :

ELIGIBILITY

Tab. No.	R.L. DE LOS REYES - End-User	J.L. PITOGO - Provisional	R.B. MAGHANOY - Regular Member	B.R. P. RAYA - Vice-Chairman	J. B. EVANGELIO - Chairman
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Legal Documents

- 1 Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) with current and updated Class "A" eligibility documents **in accordance with Section 8.5.2 of the IRR;**

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Technical Documents

- 2 Statement of the prospective bidder of all its ongoing government and private contracts including contracts awarded but not yet started

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- 3 Statement of the Single Largest Completed Contract (SLCC) similar to the contract to be bid 25% = Php

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- 4 Computation of Net Financial Contracting Capacity (NFCC)

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Class "B" Documents (if applicable)

- 1 Valid Joint Venture Agreement, in case the joint venture is already in existence. In the absence of a JVA, 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 shall be included in the bid and information provide therein are true and correct.

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
Regional Office No. VII
South Road Properties (SRP), Cebu City

Purchase Request No. : 2025-04-0079 Contract I. D. No. 24GH00031
Title : Supply and Delivery of Fuel (Diesel) for use in the operation of Amphibious Excavator (K4-14)
located at Bais City, Negros Oriental
Location : Bais City, Negros Oriental

TECHNICAL

APPROVED BUDGET FOR THE CONTRACT (ABC)
REQUIRED BID SECURITY/FORM

- a. Cash, Certified Check, Cashier's Check, Manager's Check, Bank Draft
or Irrevocable Letter of Credit, confirmed by a Universal or Commercial Bank
b. Surety Bond (Callable on Demand)
Validity Period : 120 calendar days upon opening of bids
Form of Security : _____
Company : _____
Number : _____
Official Receipt No. : _____
Validity Period : _____
Callable on Demand : _____
Bid Security Amount : _____
Certification from Insurance Commission ()

Tab. No.	R.L. DE LOS REYES. - End-User	J.L. PITOGO - Provisional	R.B. MAGHANOY - Regular Member	B.R. P. RAYA - Vice-Chairman	J. B. EVANGELIO - Chairman
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- | | | | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1 | Bid Securing Declaration |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1 | Bid Security () Sufficient () Insufficient |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2 | Technical Specifications |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3 | Production/Delivery Schedule |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4 | Warranty Certificate |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5 | Brochures of Offered Equipment |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6 | Omnibus Sworn Statement |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7 | Secretary's Certificate and Board Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 8 | The contents must be all numbered/paginated consecutively, and signed by the duly authorized representative per D.O. #90 s. 2002 |

Note: Any missing document in the above-mentioned checklist is a ground for outright rejection of bid

REMARKS : () Pass () Fail 50

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Regional Office No. VII
South Road Properties (SRP), Cebu City

Checklist of Financial Components for the BAC

Purchase Request No. : 2025-04-0079 Contract I. D. No. 24GH00031
Title : Supply and Delivery of Fuel (Diesel) for use in the operation of Amphibious Excavator
(K4-14) located at Bais City, Negros Oriental
Date : May 19, 2025
Name of Supplier :

Checklist of Bid Requirements

FINANCIAL ENVELOPE:

shall contain the following information/documents and shall be opened only if the bidder has complied with the requirements in the Eligibility and Technica Component

Tab. No.	R.L. DE LOS REYES - End-User
J.L. PITOGO - Provisional	
R.B. MAGHANOY - Regular Mem	
B.R. P. RAYA - Vice-Chairman	
J. B. EVANGELIO - Chairman	

Approved Budget for the Contract (ABC) 2,888,212.80

TOTAL AMOUNT OF BID AS READ (Php) _____

Initials of BAC Members if
document is included

- | | | | | | | | | |
|--|--|--|--|--|--|--|---|--|
| | | | | | | | 1 | Bid Form |
| | | | | | | | 2 | Duly Signed Bid Prices in the Bill of Quantities/Breakdown (Bid Form B) Financial Proposal |
| | | | | | | | 3 | Recurring and maintenance cost, if applicable |

Note: Any missing document in the above-mentioned checklist is a ground for outright rejection of bid

REMARKS : () Complying () Non-Complying

