

PHILIPPINE BIDDING DOCUMENTS

CONTRACT ID NO. 24GHN0008

SUPPLY, DELIVERY AND INSTALLATION OF LABORATORY EQUIPMENT

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

Table of Contents

| | |
|--|-----------|
| Glossary of Acronyms, Terms, and Abbreviations | 4 |
| Section I. Invitation to Bid..... | 7 |
| Section II. Instructions to Bidders..... | 10 |
| 1. Scope of Bid | 11 |
| 2. Funding Information..... | 11 |
| 3. Bidding Requirements | 11 |
| 4. Corrupt, Fraudulent, Collusive, and Coercive Practices..... | 11 |
| 5. Eligible Bidders..... | 11 |
| 6. Origin of Goods | 12 |
| 7. Subcontracts | 12 |
| 8. Pre-Bid Conference | 13 |
| 9. Clarification and Amendment of Bidding Documents | 13 |
| 10. Documents comprising the Bid: Eligibility and Technical Components | 13 |
| 11. Documents comprising the Bid: Financial Component | 13 |
| 12. Bid Prices | 14 |
| 13. Bid and Payment Currencies | 14 |
| 14. Bid Security | 15 |
| 15. Sealing and Marking of Bids | 15 |
| 16. Deadline for Submission of Bids | 15 |
| 17. Opening and Preliminary Examination of Bids | 15 |
| 18. Domestic Preference | 16 |
| 19. Detailed Evaluation and Comparison of Bids | 16 |
| 20. Post-Qualification | 16 |
| 21. Signing of the Contract | 16 |
| Section III. Bid Data Sheet | 17 |
| Section IV. General Conditions of Contract | 19 |
| 1. Scope of Contract | 20 |
| 2. Advance Payment and Terms of Payment | 20 |
| 3. Performance Security | 20 |
| 4. Inspection and Tests | 20 |
| 5. Warranty | 21 |
| 6. Liability of the Supplier | 21 |
| Section V. Special Conditions of Contract | 22 |
| Section VI. Schedule of Requirements | 27 |
| Section VII. Technical Specifications | 41 |
| Section VIII. Checklist of Technical and Financial Documents | 55 |
| Section IX. Bidding Forms | 58 |

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

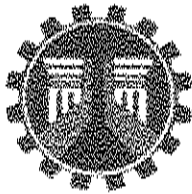
Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
CEBU 6th DISTRICT ENGINEERING OFFICE
A.C. Cortes, Avenue, Mandaue City, Cebu, Region VII



INVITATION TO BID FOR CONTRACT ID NO. 24GHN0008 SUPPLY, DELIVERY AND INSTALLATION OF LABORATORY EQUIPMENT

1. The Department of Public Works and Highways (DPWH) Cebu 6th District Engineering Office, through the *GAA FY 2024* intends to apply the sum of **Fifteen Million Fifty-Two Thousand Eight Hundred Fourteen Pesos Only (Php15,052,814.00)** being the ABC to payments under the contract for **24GHN0008 Supply, delivery and installation of Laboratory Equipment**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **DPWH Cebu 6th DEO** now invites bids for the above Procurement Project. Delivery of the Goods is required by **as specified in the Schedule of Requirements**. Bidders should have completed, within **Ten (10) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a 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. Prospective Bidders may obtain further information from **DPWH Bids and Awards Committee (BAC) Secretariat** and inspect the Bidding Documents at the address given below during **Monday to Friday at 8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 20 to October 9, 2024** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-Five Thousand Pesos (Php25,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.

6. The **DPWH Cebu 6th DEO** will hold a Pre-Bid Conference¹ on **September 27, 2024, 1:00 pm** at **Procurement/BAC Office, 4th Floor DPWH Cebu 6th DEO, A.C. Cortes Avenue, Mandaue City, Cebu** and/or through video conferencing or webcasting *via Youtube Live*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **October 9, 2024 10:00 AM**. 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 **October 9, 2024 10:00 AM** at the given address below and *via Youtube Live*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **DPWH Cebu 6th DEO** 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 IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

BAC Chairperson: **DAFFODILLA C. CAPUYAN**
5/F, DPWH Cebu 6th DEO, Mandaue City, Cebu
Telephone No. (032) 520-2044
Email address: darscebu6thoffice@gmail.com

Procurement Unit Head: **DARIO C. SARABUSING, JR.**
4th Floor, DPWH Cebu 6th DEO, Mandaue City, Cebu
Telephone No. (032) 520-2044
Email address: darscebu6thoffice@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents:

Philippine Government Electronic Procurement System (PhilGEPs) and
Website of the Department of Public Works and Highways
<https://www.dpwh.gov.ph/dpwh/business/procurement/gs/advertisement>

Date of Issue: September 20, 2024


DAFFODILLA C. CAPUYAN
BAC Chairperson

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **DPWH Cebu 6th DEO** wishes to receive Bids for the Supply and Delivery of Goods, with identification number **24GHN0008**.

The Procurement Project (referred to herein as "Project") is composed of **Laboratory Equipment**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **GAA FY 2024** in the amount of **Fifteen Million Fifty-Two Thousand Eight Hundred Fourteen Pesos Only (Php15,052,814.00)**.

2.2. The source of funding is:

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2.

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.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **September 27, 2024, 1:00 PM at Procurement/BAC Office, 4th Floor DPWH Cebu 6th DEO, A.C. Cortes Avenue, Mandaue City, Cebu** 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 **ten (10) years** prior to the deadline for the submission and receipt of bids.
- 10.3.
- 10.4. 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 Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **February 6, 2025**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

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

² 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.

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:

Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

- 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 | <p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. As guidance, a contract shall be considered “similar” to the contract to be bid if it involves goods or services of the same nature and complexity as the subject matter of the project being procured. Similarity of contract should be interpreted liberally in the sense that it should not refer to an exact parallel, but only to an analogous one of similar category. b. completed within ten (10) years prior to the deadline for the submission and receipt of bids. |
| 12 | <p>The price of the Goods shall be quoted DDP <i>DPWH Cebu 6th DEO, A.C. Cortes Avenue, Mandaue City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php301,056.28, 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 Php752,640.70 if bid security is in Surety Bond. |
| 19.3 | <p>The ABC is Php15,052,814.00. Any bid with a financial component exceeding the ABC per lot shall not be accepted.</p> |
| 20.2 | <p>Only tax returns filed and paid through the BIR Electronic Filing and Payments System (EFPS) shall be accepted.</p> <p>Also, the Bidder shall submit the latest Mayor’s or Business Permit, Tax Clearance, Conduct Product Demo with Certificate and Calibration Report. Provide certificate to attendees of product demo.</p> |

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 <i>DPWH Cebu 6th District Engineering Office, Mandaue City, Cebu</i></p> <p><i>The Project Site is DPWH Cebu 6th District Engineering Office, Mandaue City, Cebu</i></p> <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><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>DPWH Cebu 6th DEO, A.C. Cortes Avenue, Mandaue City</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 Engr. Ramil Banga.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and |

| | |
|--|---|
| | <p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of Ten (10) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within Three (3) months of placing the order.</p> |
| | <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> |

| | |
|--|--|
| | <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> |
| | <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> |

| | |
|-----|---|
| | <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| | <p>Regular and Recurring Services –</p> <p>“The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p> |
| 2.2 | The Procuring Entity shall pay Contract Price to the Supplier within thirty (30) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity’s authorized representative. |
| 4 | The inspections and tests that will be conducted are: <i>Actual Testing and Training of End Users.</i> |

Section VI. Schedule of Requirements

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

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|--------------------|---|-----------------|--------------|--|
| 1 | <p>Distillation of Cutback Asphalt, Electric;</p> <p>STANDARDS: ASTM D402 / AASHTO T78</p> <p>Used to measure the amount of the most volatile constituents in cut-back asphaltic products. The apparatus consists of: electric heater with thermoregulator, distillation flask, condenser tube, adapter, shield, receiver, supports, graduated cylinder, thermometer ASTM 8C -2 +400°C, subd.1°C</p> <p>ACCESORIES:</p> <p>1 pc- Cut back Asphalyt Apparatus Crow Receiver 100ml capacity</p> | 1 set | | Within 60CD days from the effectivity of Notice to Proceed |
| 2 | <p>Flashpoint (Cutback Asphalt) Tag-open-Cup Viscometer, Flashpoint;</p> <p>STANDARDS: STANDARDS: ASTM D1310, D 3143</p> <p>For the determination of open cup flash points of volatile flammable materials having flash points between 0 and 175 °F. Supplied complete with cup, water bath, thermoregulated electronic heating device, thermometers ASTM 9C -5 to +110 °C and ASTM 57C -20 to +50 °C.</p> <p>The tester is equipped of a gas flame feeder.</p> | 1 set | | Within 60 days from the effectivity of Notice to Proceed |

| | | | | |
|---|--|-------|--|--|
| 3 | <p>Flashpoint (Asphalt Cement)</p> <p>Cleveland Open Cap Flash and Point Tester; Standards: ASTM D92 / AASHTO T48 Used to measure the flash and fire points of lubricated oils and petroleum products. Complete with brass cup, thermometer IP 28C (ASTM 11C) range -6 + 400 deg. C., electric heater with thermoregulator, double line fuse. Accessory:</p> <p>Flame gas device, complete with gas-stop valve controlled by a flame sensor and maximum thermostat with reset button.</p> | 1 set | | Within 60 days from the effectivity of Notice to Proceed |
| 4 | <p>STANDARD DIGITAL PENETROMETER</p> <p>Standards : ASTM D5 / AASHTO T49</p> <p>Used to determine the consistency of a bituminous sample under fixed conditions of load, time and temperature. The penetration is expressed in distance of tenths of millimeters vertically penetrated by a standard needle. The standard penetrometer is ruggedly constructed, with an aluminum base table with leveling screws, plated vertical rod, "micrometric vertical adjustment device".</p> <p>The slider is brass made with free fall. The digital readout of the penetration values has readings in mm and inch, with 0.01mm resolution. The penetrometer is supplied with stop and release push button, automatic zero set, micrometer adjustment, set of weights 50 and 100g. penetration needle, brass sample cups dia. 55x35 mm and 70x45mm. Having a magnetic controller device with</p> | 1 set | | Within 60CD days from the effectivity of Notice to Proceed |

| | | | | |
|---|---|-------|--|--|
| | <p>electronic digital programmable timer that automatically releases the plunger head and ensures free falling of the needle during 5 sec. test.</p> <p>ACCESSORIES:</p> <p>MIRROR, for an easier setting of the needle.</p> <p>TRANSFER DISH, made of glass, with support.</p> <p>PENETRATION NEEDLE HARDENED STEEL, 42.5 ± 2.5 mm long supplied</p> <p>THERMOMETER, Range: +19 °C to +27 °C. Grad. 0.1 °C - ASTM 17C</p> | | | |
| 5 | <p>DUCTILOMETER WITH DATA ACQUISITION HIGH PERFORMANCE</p> <p>STANDARDS: ASTM D113, D6084 AASHTO T51</p> <p>Used to determine the bituminous ductility, that is to say, the distance to which a briquette of molten bitumen can be extended under controlled conditions, before its breaking. The ductilometer basically consist of a moving carriage travelling along guide ways The carriage is driven by an electrical motor, inside a large tank which is fitted with digital thermostat, immersion electric heater, cooling coil for cold water circulation and pump unit. This model works in an automatic way at a speed of 50mm/min. and its max. stroke is 1500mm. The tank and the external frame are all made form stainless steel with fiberglass insulation. Water bath temperaure is maintained constant at 25 deg. C +/- 0.5 de. C by a digital thermoregulator.</p> <p>One electric load cell 50 N capacity complete with installation and calibration. Max. traction force: 300 N Accuracy: +/- 0.1N</p> | 1 set | | Within 60CD days from the effectivity of Notice to Proceed |

| | | | | |
|---|---|-------|--|--|
| | <p>The ductilometer can accept up to 3 specimens simultaneously.</p> <p>Accessories:</p> <p>DUCTILITY BRIQUETTE</p> <p>MOULD - STANDARDS: ASTM, AASHTO, Used to prepare the specimen, it is brass made, accurately machined. Supplied without base plate.</p> <p>BASE PLATE for ductility briquette mould.</p> <p>LOAD CELL electric, 50 N capacity</p> <p>REFRIGERATING UNIT, incorporated into the machine, for tests with water temperature from +5 °C to +25 °C</p> | | | |
| 6 | <p>SOLUBILITY OF BITUMINOUS BINDERS STANDARDS: ASTM D2042</p> <p>The set comprises:</p> <p>Gooch Crucible, complete with funnel and rubber ring; Filter Flask, 500ml capacity with rubber stopper; Whatman filter, fibreglass discs, 25mm dia. (pack of 100); VACUUM PUMP, Lubrified, paddle rotatory type.</p> <p>Supplied complete with:</p> <p>Thermal protection with automatic resetting, assembled inside the motor, cable, carrying handle, base, bottle of special oil. Ideal for laboratory and site use to produce vacuum. Rotation speed: 2800 rpm, Free air displacement: 150 liters/min; Ultimate vacuum: 0.01 mbar; Stages: 2; Motor power: 370w</p> <p>Accessories:</p> <p>VACUUM REGULATOR, complete with vacuum gauge Ø 80 mm, regulation cock, suction filter.</p> | 1 set | | Within 60CD days from the effectivity of Notice to Proceed |

| | | | | |
|---|---|-------|--|--|
| | RUBBER TUBE, lined for vacuum, 3 m long CONDENSED WATER TRAP | | | |
| 7 | MULTIFIED ASPHALT DISTILLATION APPARATUS STANDARDS: ASTM D 244 AASHTO T 59 Used for the determination of cut-back asphaltic materials by the distillation test. The set is formed by: aluminium still container, glass connectors including condenser, stands, graduated cylinder, two thermometers ASTM 7C range - 2 to +300 °C, gas ring burner with gas stop valve controlled by a flame sensor. | 1 set | | Within 60CD days from the effectivity of Notice to Proceed |
| 8 | SPECIFIC GRAVITY FRAME (BOUYANCY BALANCE SYSTEM) STANDARDS: ASTM C127, C128 AASHTO T84 Used for specific gravity determination of concrete, aggregates etc. To be used with a suitable electronic balance fitted with an under - hook facility. Robust steel frame made, it incorporates on its lower part a platform adjustable in height, holding a water container, and allowing the specific gravity test. • a wire basket of 3.35mm (1½-in) nominal maximum size aggregate or smaller, and a large container as needed for testing larger maximum size aggregate. The container shall be constructed so as to prevent trapping air when the container is submerged. • a watertight tank into which the sample and container are placed for complete immersion of wire basket while suspended below the balance, equipped with an overflow outlet for | 1 set | | Within 60CD days from the effectivity of Notice to Proceed |

| | | | | |
|---|---|-------|--|--|
| | <p>maintaining a constant water level.</p> <ul style="list-style-type: none"> the wire suspending the container shall be of the smallest practical size to minimize any possible effects of a variable immersed length. The suspension apparatus shall be constructed to enable the container to be immersed to a depth sufficient to cover it and the test sample during weighing. Specific Gravity Frame that fits the weighing device, suspension apparatus and watertight tank set above. | | | |
| 9 | <p>RING AND BALL SOFTENING POINT APPARATUS</p> <p>STANDARDS: ASTM D36 AASHTO T53</p> <p>The softness of bitumen depends, amongst other factors, on the substance temperature, the more the temperature increases, the more increases the softness of the bitumen. The unit consists of a beaker, brass frame, two tapered rings, two ball centering guides and two balls.</p> <p>Accessories:</p> <p>THERMOMETER ASTM 15 C -2 to +80 °C subd. 0.2 °C</p> <p>THERMOMETER ASTM 16 C +30 to +200 °C subd. 0.5 °C</p> <p>POURING PLATE Used to pour the bituminous mixture into the brass tapered ring</p> <p>HOT PLATE WITH MAGNETIC STIRRER Complete with thermoregulator for temperature adjustment and magnetic stirrer with electronic adjustment from 100 to 1200 rpm. Suitable for tests in distilled water with softening</p> | 1 set | | Within 60CD days from the effectivity of Notice to Proceed |

| | | | | |
|----|--|-------|--|--|
| | point between +30 °C to +80 °C. | | | |
| 10 | <p>DIGITAL MARSHALL TESTER 50 KN CAPACITY</p> <p>STANDARDS: ASTM D6927, D5581, D1559 AASHTO T245 BS 598:107</p> <p>The load is measured by an electric cell 50 kN capacity with high precision strain transducers; the flow is measured by an electronic displacement transducer 50 mm stroke and $\pm 0.1\%$ linearity. Hardware measures and displays at the same time the stability in kN and the flow in mm with peak hold features. Supplied complete with Stability mould.</p> <p>ACCESSORIES:</p> <p>Standards: ASTM D6927, D5581, D1559</p> <p>STABILITY MOULD Ø 4" (101.6 mm) The aluminium made mould, is completely open in the front so the introduction of the specimen is made easy as there is no disassembly needed.</p> <p>STABILITY MOULD Ø 6" Standard: ASTM D5581</p> <p>MARSHALL COMPACTION MOULD, Ø 4" STANDARDS: ASTM D6926 / Comparable to AASHTO T245. Inside diameter 101.6 mm (4"). Steel manufactured, plated against corrosion.</p> <p>EXTRACTION PLATE, to eject specimens from the mould. It is used in conjunction with receiver.</p> <p>SPECIMEN RECEIVER, used to receive specimens ejected by the extruder.</p> <p>PAPER DISC Ø 100 mm. Pack of 100.</p> <p>BASE PLATE with handles</p> <p>MARSHALL COMPACTION MOULD, Ø 6" STANDARD: ASTM D5581-96</p> | 1 set | | Within 60CD days from the effectivity of Notice to Proceed |

| | | | | |
|----|---|-------|--|--|
| | Paper disc Ø 150 mm (pack of 100). | | | |
| 11 | <p>CONCRETE JOINT SEALER POUR POINT TEMPERATURE</p> <p>LABORATORY MELTER OIL BATH WITH MAGNETIC STIRRER</p> <p>Features: Non-stop Stirring, Forward and reverse Options, Efficient Speed Controller.</p> <p>Particulars: Capacity (By Size of Glass Flask): 1 Ltr. ; Maximum Temperature: 300° C; Size of Oil Bath in mm: Dia.175 x 110; Heater Capacity Watts: 400; / have built-in Timer with Temperature Controller; Magnetic Stirrer: Yes; Speed of Magnetic Stirrer; Upto 1200 RPM.</p> <p>Accessories: 1 pc- Mold 40mm x 60 mm x 3.2mm 1pc. Tin Panel Steel</p> | 1 set | | Within 60CD days from the effectivity of Notice to Proceed |
| 12 | <p>DYNAMIC VISCOSITY DETERMINATION VISCOMETER BATH</p> <p>STANDARDS: ASTM D2170</p> <p>This viscometer bath is used to determine both the Dynamic and Kinematic viscosity of liquid asphalts, keeping the capillary type viscometers at a uniform temperature.</p> <p>Consisting of: Borosilicate glass container 15 liters capacity. Additional tempered glass container. Stainless steel base with insulating cork sheet. Stainless steel control box with selector and digital temperature reading. Stainless steel lid with holes for capillaries, Temperature range: room to 150 °C. Allows to simultaneous temperate capillaries.</p> <p>ACCESSORIES: SILICONE OIL, type 50 cSt, for tests with bath with</p> | 1 set | | Within 60CD days from the effectivity of Notice to Proceed |

| | | | | |
|----|--|-------|--|--|
| | <p>temperature range: 100 °C up to 150 °C. Can of 20 kg.</p> <p>HOLDER, stainless steel made, for cross-arm viscometers.</p> <p>KINEMATIC VISCOSITY THERMOMETER, range 58.5 to 61.5 °C, type ASTM 47C.</p> <p>KINEMATIC VISCOSITY THERMOMETER, range 133.5 to 136.5 °C, type ASTM 110C.</p> | | | |
| 13 | <p>SAYBOLT DIGITAL VISCOMETER</p> <p>STANDARDS: ASTM D88 AASHTO T72</p> <p>Used to determine the viscosity of petroleum products at specified temperatures between 70 to 210 °F. Stainless steel made, the Saybolt viscometer is supplied complete with two interchangeable orifices Furol and Universal, oil bath, electric heater with digital thermoregulator, stirrer, cooling coil, viscosity flask.</p> <p>ACCESSORIES:</p> <p>Saybolt Thermometers Range Subd.</p> <p>ASTM 17C +19 a +27 °C 0.1 °C; ASTM 18C +34 a +42 °C 0.1 °C; ASTM 19C +49 a +57 °C 0.1 °C; ASTM 20C +57 a +65 °C 0.1 °C; ASTM 21C +79 a +87 °C 0.1 °C; ASTM 21C +79 a +87 °C 0.1 °C; ASTM 22C +95 a +103 °C 0.1 °C; FILTER FUNNEL complete with wire filter ring mesh; WITHDRAWAL TUBE complete; Measuring Cylinder / Glass with stopper 500ml; Measuring Cylinder / Glass with stopper 1000ml; STIRRING ROD, glass, Ø 8 mm x 250 mm long. Pack of 10; STOP WATCH, Digital, non magnetic, having also watch functions, Precision 0.1 second.</p> <p>WATER REFRIGERATOR, It cools the water from room temperature up to +10 °C with</p> | 1 set | | Within 60CD days from the effectivity of Notice to Proceed |

| | | | | |
|----|--|-------|--|--|
| | <p>supply capacity of 2 litre/minute. Stainless steel made, complete with motor pump, digital thermostat, sens. 0.1°C, it is connected to water baths and tanks where a lower temperature than the room one is required. Complete with tubing and accessories for bath connection.</p> <p>MEASURING PIPETTES, MOHR type, graduated, Capacity: 5ML, Sub-divisions: 0.1ml; MEASURING PIPETTES, MOHR type, graduated, Capacity: 25ML, Sub-divisions: 0.1ml.</p> | | | |
| 14 | <p>Quantitative Extraction of Bitumen;</p> <p>PANS aluminum, galvanized and stainless steel made, Dimension: 600x600x80, Material: Galvanized Steel</p> <p>MIXING BOWLS, stainless steel, 290 mm diameter</p> <p>SQUARE HOT PLATE, 380x380 mm - 2000 W, aluminium alloy plate, max. temperature: 350 °C, thermostat range 0-350 °C with fluid expansion probe.</p> <p>BEAKERS, pyrex glass with spout. Squat form. 1000 ml cap.</p> <p>IGNITION DISH 1500 CAP.</p> | 1 set | | Within 60CD days from the effectivity of Notice to Proceed |
| 15 | <p>CENTRIFUGE EXTRACTOR 1500 / 3000 g CAPACITY</p> <p>STANDARDS: ASTM D2172 AASHTO T164A</p> <p>Used for the determination of bitumen percentage in bituminous mixtures. It consists of a removable, precision machined aluminium rotor bowl, placed into a cylindrical aluminium box. The separate control panel incorporates an electronic card fitted with AC drive which automatically drives the bowl speed rotation ramp</p> | 1 set | | Within 60CD days from the effectivity of Notice to Proceed |

| | | | | |
|----|---|-------|--|--|
| | <p>from 0 to 3600 rpm as requested by Standards, with fast stop bowl rotation at the end of the test. Supplied complete with speed regulator and digital display monitoring the frequency. Accessories: BOWL AND COVER 1500 g capacity. Made of precision machined cast aluminium. FILTER DISC, 1500 g capacity. Pack of 100 pieces.</p> | | | |
| 16 | <p>ROTATING SHELF THIN FILM OVEN DETERMINATION OF LOSS IN MASS AND RESISTANCE TO HARDENING</p> <ul style="list-style-type: none"> • Forced ventilation or forced air type (with fan to move the air inside the oven) • Electrically heated • Digital temperature display • Thermostatically controlled • Stainless Steel interior material • Automatic over-temperature alarm • Temperature range: 75°C to 180°C or wider range • 220-240 V • With local calibration showing temperature uniformity of $\pm 5^\circ\text{C}$ or better throughout testing chamber at 110°C, 163°C, 200°C and 250°C • Rectangular interior • Minimum internal dimensions (excluding heating element): 330 x 330 x 330 mm • Front opening is the same interior height and width of the oven • Front opening has a tightly fitted hinged door with a minimum 100 x 100 mm (4 x 4 in.) window composed of 2 sheets of glass separated by an air space positioned to allow reading of a vertical thermometer without opening the door • with openings for the entrance of air and for the exit of heated air and vapors | 1 set | | Within 60CD days from the effectivity of Notice to Proceed |

| | | | | |
|----|---|-------|--|--|
| | <ul style="list-style-type: none"> • with a single vertical shaft centered with respect to the horizontal interior dimensions of the oven and has provisions for suspending a rotating shelf vertically as close to the center of the oven as permitted • with mechanical means of rotating the vertical shaft and attached Rotating Shelf at the rate of 5.5 ± 1.0 r/min • upon reaching 163°C and 2 sample pans are introduced, the oven is capable of returning to 162°C within 15 minutes • with provision for supporting the thermometer from the shaft of the circular shelf in a vertical position at a point equidistant from the center and outer edge of the shelf and the bottom of the thermometer bulb is approximately 6.4 mm (¼ in.) above the top of the shelf • Includes certificate(s) from the manufacturer showing conformance to AASHTO T 179 with the certificate containing the specific brand, model and serial number of the oven. | | | |
| 17 | <p>AUTOCLAVE SOUNDNESS (EXPANSION) OF PORTLAND CEMENT</p> <ul style="list-style-type: none"> • Consisting of a high-pressure steam vessel provided with a thermometer well • Equipped with automatic controls on either of the following: <ul style="list-style-type: none"> o a rupture disk with a bursting pressure of 2.4 MPa [350 psi] \pm 5 % o a safety valve that actuates at this pressure • Equipped with a vent valve to allow the escape of air during the early part of the heating period & to release any steam pressure remaining at the end of the cooling period • Pressure Gauge nominal capacity: 4.0 MPa [600 psi] • Dial nominal diameter: 115 mm [4 ½ in.] • Shall be graduated 0 to 4.0 MPa [0 to 600 psi] with scale | 1 set | | Within 60CD days from the effectivity of Notice to Proceed |

| | | | | |
|----|---|--------|--|--|
| | <p>divisions not exceeding 0.03 MPa [5 psi]</p> <ul style="list-style-type: none"> • Error in the gauge shall not exceed ± 0.02 MPa [± 3 psi] at the operating pressure of 2 MPa [295 psi] • the capacity of the heating unit shall be such that with maximum load (water plus specimens) the pressure of the saturated steam in the autoclave may be raised to a gauge pressure of 2 MPa [295 psi] in 45-75 min from the time the heat is turned on • Automatic Control shall be capable of maintaining the gauge pressure at 2 ± 0.07 MPa [295 ± 10 psi] for at least 3 h • Gauge Pressure of 2 ± 0.07 MPa [295 ± 10 psi] corresponds to a temperature of $216 \pm 2^\circ\text{C}$ • Designed to permit the gauge pressure to drop from 2 MPa to less than 0.07 MPa [295 psi to less than 10 psi] in $1 \frac{1}{2}$ h after the heat supply has been shut off • 220/240/220-240 V or with 220/240/220-240 V AVR/UPS if electronic • Includes Certificate(s) from the manufacturer showing conformance to ASTM C151 as Autoclave: include the date, name and signature of the person certifying to the Autoclave Machine quality <p>Accessories: STANDARD: ASTM C490, TWO GANG PRISM MOULD to produce 25x25x250 mm specimens for expansion tests in autoclave. Complete with 4 steel inserts. Weight: 6 kg approx. CONTACT POINTS stainless steel. Pack of 10 pieces. LENGTH COMPARATOR with Digital Gauge 12.7 mm travel by 0.001 mm, for 40x40x160 mm specimens.</p> | | | |
| 18 | PH / MV / $^\circ\text{C}$ METER, PORTABLE, WATERPROOF | 1 unit | | Within 60CD days from the effectivity of Notice to Proceed |

| | | | | |
|----|---|--------|--|--|
| | <p>Range pH: 0.00 to 14.00 - Resolut. 0.01 pHmV: \pm 1999 - Resolut. 0.1mV - 1mV Temperature: 0 to 100 °C Automatic temperature compensation. Supplied complete with: electrode, temperature probe, battery, calibration solutions, case.</p> <p>Accessories: BUFFER SOLUTION, pH 4.01 BUFFER SOLUTION, pH 7.01 BUFFER SOLUTION, pH 10.1 14 ELECTRODES MAINTENANCE SOLUTION</p> | | | |
| 19 | <p>Spot Test, AASHTO T102</p> <p>Florence Flask, 50ml capacity Cork Stopper for flask provided with 200mm length of 6.4mm glass tubing Filter Paper grade 50, hardened low-sh 70mm dia. Pipete or Buret with 0.1 ml. graduations ASTM Precision Thermometer, Range 25 to 55 deg. Celcius division: 0.1 deg. Celcius</p> | 1 unit | | Within 60CD days from the effectivity of Notice to Proceed |

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

| Item | Specification | Statement of Compliance |
|------|--|---|
| | | <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 subject to the applicable laws and issuances.]</i></p> |
| 1 | <p>Distillation of Cutback Asphalt, Electric;</p> <p>STANDARDS: ASTM D402 / AASHTO T78</p> <p>Used to measure the amount of the most volatile constituents in cut-back asphaltic products. The apparatus consists of: electric heater with thermoregulator, distillation flask, condenser tube, adapter, shield, receiver, supports, graduated cylinder, thermometer ASTM 8C -2 +400°C, subd.1°C</p> <p>ACCESSORIES:</p> <p>1 pc- Cut back Asphalyt Apparatus Crow Receiver 100ml capacity</p> | |
| 2 | <p>Flashpoint (Cutback Asphalt) Tag-open-Cup Viscometer, Flashpoint;</p> <p>STANDARDS: STANDARDS: ASTM D1310, D 3143</p> <p>For the determination of open cup flash points of volatile flammable materials having flash points between 0 and 175 °F. Supplied complete with cup, water bath, thermoregulated electronic heating</p> | |

| | | |
|---|--|--|
| | <p>device, thermometers ASTM 9C -5 to +110 °C and ASTM 57C -20 to +50 °C.</p> <p>The tester is equipped of a gas flame feeder.</p> | |
| 3 | <p>Flashpoint (Asphalt Cement)</p> <p>Cleveland Open Cap Flash and Point Tester;</p> <p>Standards: ASTM D92 / AASHTO T48</p> <p>Used to measure the flash and fire points of lubricated oils and petroleum products.</p> <p>Complete with brass cup, thermometer IP 28C (ASTM 11C) range -6 + 400 deg. C., electric heater with thermoregulator, double line fuse.</p> <p>Accessory:</p> <p>Flame gas device, complete with gas-stop valve controlled by a flame sensor and maximum thermostat with reset button.</p> | |
| 4 | <p>STANDARD DIGITAL PENETROMETER</p> <p>Standards : ASTM D5 / AASHTO T49</p> <p>Used to determine the consistency of a bituminous sample under fixed conditions of load, time and temperature. The penetration is expressed in distance of tenths of millimeters vertically penetrated by a standard needle. The standard penetrometer is ruggedly constructed, with an aluminum base table with leveling screws, plated vertical rod, "micrometric vertical adjustment device".</p> <p>The slider is brass made with free fall. The digital readout of the penetration values has readings in mm and inch, with 0.01mm resolution, The penetrometer is supplied with stop and release push button, automatic zero set, micrometer adjustment, set of weights 50 and 100g. penetration needle, brass sample cups dia. 55x35 mm and 70x45mm. Having a magnetic controller device with</p> | |

| | | |
|---|--|--|
| | <p>electronic digital programmable timer that automatically releases the plunger head and ensures free falling of the needle during 5 sec. test.</p> <p>ACCESSORIES:</p> <p>MIRROR, for an easier setting of the needle.</p> <p>TRANSFER DISH, made of glass, with support.</p> <p>PENETRATION NEEDLE HARDENED STEEL, 42.5 ± 2.5 mm long supplied</p> <p>THERMOMETER, Range: $+19^{\circ}\text{C}$ to $+27^{\circ}\text{C}$. Grad. 0.1°C - ASTM 17C</p> | |
| 5 | <p>DUCTILOMETER WITH DATA ACQUISITION HIGH PERFORMANCE</p> <p>STANDARDS: ASTM D113, D6084 AASHTO T51</p> <p>Used to determine the bituminous ductility, that is to say, the distance to which a briquette of molten bitumen can be extended under controlled conditions, before its breaking. The ductilometer basically consist of a moving carriage travelling along guide ways The carriage is driven by an electrical motor, inside a large tank which is fitted with digital thermostat, immersion electric heater, cooling coil for cold water circulation and pump unit. This model works in an automatic way at a speed of 50mm/min. and its max. stroke is 1500mm. The tank and the external frame are all made form stainless steel with fiberglass insulation. Water bath temperaure is maintained constant at $25^{\circ}\text{C} \pm 0.5^{\circ}\text{C}$ by a digital thermoregulator.</p> <p>One electric load cell 50 N capacity complete with installation and calibration.</p> <p>Max. traction force: 300 N</p> <p>Accuracy: $\pm 0.1\text{N}$</p> <p>The ductilometer can accept up to 3 specimens simultaneously.</p> <p>Accessories:</p> <p>DUCTILITY BRIQUETTE MOULD - STANDARDS: ASTM, AASHTO, Used to prepare the specimen, it is brass</p> | |

| | | |
|---|--|--|
| | <p>made, accurately machined. Supplied without base plate.</p> <p>BASE PLATE for ductility briquette mould.</p> <p>LOAD CELL electric, 50 N capacity</p> <p>REFRIGERATING UNIT, incorporated into the machine, for tests with water temperature from +5 °C to +25 °C</p> | |
| 6 | <p>SOLUBILITY OF BITUMINOUS BINDERS STANDARDS: ASTM D2042</p> <p>The set comprises:</p> <p>Gooch Crucible, complete with funnel and rubber ring; Filter Flask, 500ml capacity with rubber stopper; Whatman filter, fibreglass discs, 25mm dia. (pack of 100); VACUUM PUMP, Lubrified, paddle rotatory type.</p> <p>Supplied complete with:</p> <p>Thermal protection with automatic resetting, assembled inside the motor, cable, carrying handle, base, bottle of special oil. Ideal for laboratory and site use to produce vacuum. Rotation speed: 2800 rpm, Free air displacement: 150 liters/min; Ultimate vacuum: 0.01 mbar; Stages: 2; Motor power: 370w</p> <p>Accessories:</p> <p>VACUUM REGULATOR, complete with vacuum gauge Ø 80 mm, regulation cock, suction filter.</p> <p>RUBBER TUBE, lined for vacuum, 3 m long</p> <p>CONDENSED WATER TRAP</p> | |
| 7 | <p>MULSIFIED ASPHALT DISTILLATION APPARATUS</p> <p>STANDARDS: ASTM D 244 AASHTO T 59</p> <p>Used for the determination of cut-back asphaltic materials by the distillation test. The set is formed by: aluminium still container, glass connectors including condenser,</p> | |

| | | |
|---|--|--|
| | stands, graduated cylinder, two thermometers ASTM 7C range -2 to +300 °C, gas ring burner with gas stop valve controlled by a flame sensor. | |
| 8 | <p>SPECIFIC GRAVITY FRAME (BOUYANCY BALANCE SYSTEM)</p> <p>STANDARDS: ASTM C127, C128 AASHTO T84</p> <p>Used for specific gravity determination of concrete, aggregates etc. To be used with a suitable electronic balance fitted with an under - hook facility. Robust steel frame made, it incorporates on its lower part a platform adjustable in height, holding a water container, and allowing the specific gravity test.</p> <ul style="list-style-type: none"> • a wire basket of 3.35mm (1½-in) nominal maximum size aggregate or smaller, and a large container as needed for testing larger maximum size aggregate. The container shall be constructed so as to prevent trapping air when the container is submerged. • a watertight tank into which the sample and container are placed for complete immersion of wire basket while suspended below the balance, equipped with an overflow outlet for maintaining a constant water level. • the wire suspending the container shall be of the smallest practical size to minimize any possible effects of a variable immersed length. The suspension apparatus shall be constructed to enable the container to be immersed to a depth sufficient to cover it and the test sample during weighing. • Specific Gravity Frame that fits the weighing device, suspension apparatus and watertight tank set above. | |
| 9 | RING AND BALL SOFTENING POINT APPARATUS | |

| | | |
|----|--|--|
| | <p>STANDARDS: ASTM D36 AASHTO T53</p> <p>The softness of bitumen depends, amongst other factors, on the substance temperature, the more the temperature increases, the more increases the softness of the bitumen. The unit consists of a beaker, brass frame, two tapered rings, two ball centering guides and two balls.</p> <p>Accessories:</p> <p>THERMOMETER ASTM 15 C -2 to+80 °C subd. 0.2 °C</p> <p>THERMOMETER ASTM 16 C +30 to+200 °C subd. 0.5 °C</p> <p>POURING PLATE Used to pour the bituminous mixture into the brass tapered ring</p> <p>HOT PLATE WITH MAGNETIC STIRRER Complete with thermoregulator for temperature adjustment and magnetic stirrer with electronic adjustment from 100 to 1200 rpm. Suitable for tests in distilled water with softening point between +30 °C to +80 °C.</p> | |
| 10 | <p>DIGITAL MARSHALL TESTER 50 KN CAPACITY</p> <p>STANDARDS: ASTM D6927, D5581, D1559 AASHTO T245 BS 598:107</p> <p>The load is measured by an electric cell 50 kN capacity with high precision strain transducers; the flow is measured by an electronic displacement transducer 50 mm stroke and $\pm 0.1\%$ linearity. Hardware measures and displays at the same time the stability in kN and the flow in mm with peak hold features. Supplied complete with Stability mould.</p> <p>ACCESSORIES:</p> <p>Standards: ASTM D6927, D5581, D1559</p> | |

| | | |
|----|--|--|
| | <p>STABILITY MOULD Ø 4" (101.6 mm) The aluminium made mould, is completely open in the front so the introduction of the specimen is made easy as there is no disassembly needed.</p> <p>STABILITY MOULD Ø 6" Standard: ASTM D5581</p> <p>MARSHALL COMPACTION MOULD, Ø 4" STANDARDS: ASTM D6926 / Comparable to AASHTO T245. Inside diameter 101.6 mm (4"). Steel manufactured, plated against corrosion.</p> <p>EXTRACTION PLATE, to eject specimens from the mould. It is used in conjunction with receiver.</p> <p>SPECIMEN RECEIVER, used to receive specimens ejected by the extruder.</p> <p>PAPER DISC Ø 100 mm. Pack of 100.</p> <p>BASE PLATE with handles</p> <p>MARSHALL COMPACTION MOULD, Ø 6"</p> <p>STANDARD: ASTM D5581-96</p> <p>Paper disc Ø 150 mm (pack of 100).</p> | |
| 11 | <p>CONCRETE JOINT SEALER POUR POINT TEMPERATURE</p> <p>LABORATORY MELTER</p> <p>OIL BATH WITH MAGNETIC STIRRER</p> <p>Features: Non-stop Stirring, Forward and reverse Options, Efficient Speed Controller.</p> <p>Particulars: Capacity (By Size of Glass Flask): 1 Ltr. ; Maximum Temperature: 300° C; Size of Oil Bath in mm: Dia.175 x 110; Heater Capacity Watts: 400; / have built-in Timer with Temperature Controller; Magnetic Stirrer: Yes; Speed of Magnetic Stirrer; Upto 1200 RPM.</p> <p>Accessories:</p> <p>1 pc- Mold 40mm x 60 mm x 3.2mm</p> <p>1pc. Tin Panel Steel</p> | |
| 12 | <p>DYNAMIC VISCOSITY DETERMINATION VISCOMETER BATH</p> <p>STANDARDS: ASTM D2170</p> <p>This viscometer bath is used to determine both the Dynamic and Kinematic viscosity of liquid asphalts,</p> | |

| | | |
|----|--|--|
| | <p>keeping the capillary type viscometers at a uniform temperature.</p> <p>Consisting of:</p> <p>Borosilicate glass container 15 liters capacity.</p> <p>Additional tempered glass container.</p> <p>Stainless steel base with insulating cork sheet.</p> <p>Stainless steel control box with selector and digital temperature reading.</p> <p>Stainless steel lid with holes for capillaries, Temperature range: room to 150 °C.</p> <p>Allows to simultaneous temperate capillaries.</p> <p>ACCESSORIES:</p> <p>SILICONE OIL, type 50 cSt, for tests with bath with temperature range: 100 °C up to 150 °C. Can of 20 kg.</p> <p>HOLDER, stainless steel made, for cross-arm viscometers.</p> <p>KINEMATIC VISCOSITY THERMOMETER, range 58.5 to 61.5 °C, type ASTM 47C.</p> <p>KINEMATIC VISCOSITY THERMOMETER, range 133.5 to 136.5 °C, type ASTM 110C.</p> | |
| 13 | <p>SAYBOLT DIGITAL VISCOMETER</p> <p>STANDARDS: ASTM D88 AASHTO T72</p> <p>Used to determine the viscosity of petroleum products at specified temperatures between 70 to 210 °F. Stainless steel made, the Saybolt viscometer is supplied complete with two interchangeable orifices Furol and Universal, oil bath, electric heater with digital thermoregulator, stirrer, cooling coil, viscosity flask.</p> <p>ACCESSORIES:</p> <p>Saybolt Thermometers Range Subd.</p> <p>ASTM 17C +19 a +27 °C 0.1 °C; ASTM 18C +34 a +42 °C 0.1 °C; ASTM 19C +49 a +57 °C 0.1 °C; ASTM 20C +57 a +65 °C 0.1 °C; ASTM 21C +79 a +87 °C 0.1 °C; ASTM 21C +79 a +87 °C 0.1 °C; ASTM 22C +95 a +103 °C 0.1 °C; FILTER FUNNEL complete with wire</p> | |

| | | |
|----|--|--|
| | <p>filter ring mesh; WITHDRAWAL TUBE complete; Measuring Cylinder / Glass with stopper 500ml; Measuring Cylinder / Glass with stopper 1000ml; STIRRING ROD, glass, Ø 8 mm x 250 mm long. Pack of 10; STOP WATCH, Digital, non magnetic, having also watch functions, Precision 0.1 second.</p> <p>WATER REFRIGERATOR, It cools the water from room temperature up to +10 °C with supply capacity of 2 litre/minute. Stainless steel made, complete with motor pump, digital thermostat, sens. 0.1°C, It is connected to water baths and tanks where a lower temperature than the room one is required. Complete with tubing and accessories for bath connection.</p> <p>MEASURING PIPETTES, MOHR type, graduated, Capacity: 5ML, Sub-divisions: 0.1ml; MEASURING PIPETTES, MOHR type, graduated, Capacity: 25ML, Sub-divisions: 0.1ml.</p> | |
| 14 | <p>Quantitative Extraction of Bitumen;</p> <p>PANS aluminum, galvanized and stainless steel made, Dimension: 600x600x80, Material: Galvanized Steel</p> <p>MIXING BOWLS, stainless steel, 290 mm diameter</p> <p>SQUARE HOT PLATE, 380x380 mm - 2000 W, aluminium alloy plate, max. temperature: 350 °C, thermostat range 0-350 °C with fluid expansion probe.</p> <p>BEAKERS, pyrex glass with spout. Squat form. 1000 ml cap.</p> <p>IGNITION DISH 1500 CAP.</p> | |
| 15 | <p>CENTRIFUGE EXTRACTOR 1500 / 3000 g CAPACITY</p> <p>STANDARDS: ASTM D2172 AASHTO T164A</p> | |

| | | |
|----|---|--|
| | <p>Used for the determination of bitumen percentage in bituminous mixtures. It consists of a removable, precision machined aluminium rotor bowl, placed into a cylindrical aluminium box. The separate control panel incorporates an electronic card fitted with AC drive which automatically drives the bowl speed rotation ramp from 0 to 3600 rpm as requested by Standards, with fast stop bowl rotation at the end of the test. Supplied complete with speed regulator and digital display monitoring the frequency. Accessories: BOWL AND COVER 1500 g capacity. Made of precision machined cast aluminium. FILTER DISC, 1500 g capacity. Pack of 100 pieces.</p> | |
| 16 | <p>ROTATING SHELF THIN FILM OVEN DETERMINATION OF LOSS IN MASS AND RESISTANCE TO HARDENING</p> <ul style="list-style-type: none"> • Forced ventilation or forced air type (with fan to move the air inside the oven) • Electrically heated • Digital temperature display • Thermostatically controlled • Stainless Steel interior material • Automatic over-temperature alarm • Temperature range: 75°C to 180°C or wider range • 220-240 V • With local calibration showing temperature uniformity of $\pm 5^{\circ}\text{C}$ or better throughout testing chamber at 110°C, 163°C, 200°C and 250°C • Rectangular interior • Minimum internal dimensions (excluding heating element): 330 x 330 x 330 mm • Front opening is the same interior height and width of the oven • Front opening has a tightly fitted hinged door with a minimum 100 x 100 mm (4 x 4 in.) window composed of 2 sheets of glass separated by an air space positioned to allow reading of a vertical thermometer without opening the door • with openings for the entrance of air and for the exit of heated air and vapors | |

| | | |
|----|--|--|
| | <ul style="list-style-type: none"> • with a single vertical shaft centered with respect to the horizontal interior dimensions of the oven and has provisions for suspending a rotating shelf vertically as close to the center of the oven as permitted• with mechanical means of rotating the vertical shaft and attached Rotating Shelf at the rate of 5.5 ± 1.0 r/min • upon reaching 163°C and 2 sample pans are introduced, the oven is capable of returning to 162°C within 15 minutes • with provision for supporting the thermometer from the shaft of the circular shelf in a vertical position at a point equidistant from the center and outer edge of the shelf and the bottom of the thermometer bulb is approximately 6.4 mm (¼ in.) above the top of the shelf • Includes certificate(s) from the manufacturer showing conformance to AASHTO T 179 with the certificate containing the specific brand, model and serial number of the oven. | |
| 17 | <p>AUTOCCLAVE SOUNDNESS (EXPANSION) OF PORTLAND CEMENT</p> <ul style="list-style-type: none"> • Consisting of a high-pressure steam vessel provided with a thermometer well • Equipped with automatic controls on either of the following: <ul style="list-style-type: none"> o a rupture disk with a bursting pressure of 2.4 MPa [350 psi] \pm 5 % o a safety valve that actuates at this pressure • Equipped with a vent valve to allow the escape of air during the early part of the heating period & to release any steam pressure remaining at the end of the cooling period • Pressure Gauge nominal capacity: 4.0 MPa [600 psi] • Dial nominal diameter: 115 mm [4 ½ in.] • Shall be graduated 0 to 4.0 MPa [0 to 600 psi] with scale divisions not exceeding 0.03 MPa [5 psi] • Error in the gauge shall not exceed \pm 0.02 MPa [\pm 3 psi] at the operating pressure of 2 MPa [295 psi] • the capacity of the heating unit shall be such that with maximum | |

| | | |
|----|--|--|
| | <p>load (water plus specimens) the pressure of the saturated steam in the autoclave may be raised to a gauge pressure of 2 MPa [295 psi] in 45-75 min from the time the heat is turned on</p> <ul style="list-style-type: none"> • Automatic Control shall be capable of maintaining the gauge pressure at 2 ± 0.07 MPa [295 ± 10 psi] for at least 3 h • Gauge Pressure of 2 ± 0.07 MPa [295 ± 10 psi] corresponds to a temperature of $216 \pm 2^\circ\text{C}$ • Designed to permit the gauge pressure to drop from 2 MPa to less than 0.07 MPa [295 psi to less than 10 psi] in 1 ½ h after the heat supply has been shut off • 220/240/220-240 V or with 220/240/220-240 V AVR/UPS if electronic • Includes Certificate(s) from the manufacturer showing conformance to ASTM C151 as Autoclave: include the date, name and signature of the person certifying to the Autoclave Machine quality <p>Accessories:</p> <p>STANDARD: ASTM C490, TWO GANG PRISM MOULD to produce 25x25x250 mm specimens for expansion tests in autoclave. Complete with 4 steel inserts. Weight: 6 kg approx. CONTACT POINTS stainless steel. Pack of 10 pieces. LENGTH COMPARATOR with Digital Gauge 12.7 mm travel by 0.001 mm, for 40x40x160 mm specimens.</p> | |
| 18 | <p>PH / MV / °C METER, PORTABLE, WATERPROOF</p> <p>Range pH: 0.00 to 14.00 - Resolut. 0.01 pHmV: ± 1999 - Resolut. 0.1mV - 1mV</p> <p>Temperature: 0 to 100 °C</p> <p>Automatic temperature compensation.</p> <p>Supplied complete with: electrode, temperature probe, battery, calibration solutions, case.</p> <p>Accessories:</p> <p>BUFFER SOLUTION, pH 4.01</p> <p>BUFFER SOLUTION, pH 7.01</p> <p>BUFFER SOLUTION, pH 10.1</p> | |

| | | |
|----|---|--|
| | 14 ELECTRODES MAINTENANCE SOLUTION | |
| 19 | <p>Spot Test, AASHTO T102</p> <p>Florence Flask, 50ml capacity Cork Stopper for flask provided with 200mm length of 6.4mm glass tubing Filter Paper grade 50, hardened low-sh 70mm dia. Pipete or Buret with 0.1 ml. graduations ASTM Precision Thermometer, Range 25 to 55 deg. Celcius division: 0.1 deg. Celcius</p> | |
| 20 | Preferably Exclusive Distributorship with local after sales support | |
| 21 | Supplier's Service Engineer must have training from the equipment manufacturer (attach Certificate of Training) | |
| 22 | Proof of delivery and commissioning of the same or similar laboratory equipment from the same manufacturer | |
| 22 | ISO/IEC 17025:2017 or DPWH – BRS accredited calibration laboratory and must conduct Calibration of Equipment upon arrival of equipment at the laboratory | |
| 23 | Brand and Model should available at the Manufacturer's Website | |

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.
- ☐ (I) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Please take note of the following:

For the sealing & marking of bids, the ENVELOPE 1 should enclose the ORIGINAL ELIGIBILITY DOCUMENTS & TECHNICAL REQUIREMENTS in one sealed envelope marked as ORIGINAL - ELIGIBILITY DOCUMENTS & TECHNICAL REQUIREMENTS, the Contract I.D. Number, Project Name addressed to the BAC Chairman with your Office letterhead. Then on ENVELOPE 2 should enclosed the ORIGINAL for FINANCIAL DOCUMENTS in one sealed envelope marked as ORIGINAL -FINANCIAL DOCUMENTS indicating for Contract I.D. Number, Project Name addressed to the BAC Chairman with your Office letterhead. The ENVELOPE 1 & ENVELOPE 2 should be placed in an outer envelope marked as ORIGINAL BID #1 indicating the Contract I.D. Number, Project Name addressed to the BAC Chairman with your Office letterhead.

Please provide another extra set of the same documents stated above placed in an outer envelope ALSO marked as ORIGINAL BID #2. The 2 outer envelopes marked as ORIGINAL BID #1 & ORIGINAL BID #2 should be enclose lastly in an EXPANDED ENVELOPE as one indicating the Contract I.D. Number, Project Name addressed to the BAC Chairman with your Office letterhead and the "Do not open before [date/time of opening of bids].

Binding of the bidding documents must be at the left side.

All pages of the bidding documents must be paginated with fresh signatures of the contractor using a blue-inked pen in A4 size bond paper with tabbing at the right side.

Section IX. Bidding Forms

Bid Form for the Procurement of Goods

BID FORM

Date : _____

Contract ID No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

| Name and address of agent | Amount and 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 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, No. 24GHN0008

Name of Project : SUPPLY, DELIVERY AND
INSTALLATION OF LABORATORY EQUIPMENT

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

Date of Bid Opening : _____

| 1 | 2 | 3 | 4 | 5 | 6 |
|-------------------|------|-----|------------------------|---------------------|----------------------|
| DESCRIPTION | UNIT | QTY | TOTAL ABC | UNIT COST (PESO) | TOTAL COST (PESO) |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | | | P 15,052,814.00 | | |
| <i>(in Words)</i> | | | | | |

Price Validity: _____

Name and Signature of Bidder : _____

Address : _____

Telephone/Mobile No. : _____

Name of Representative : _____

Representative Signature : _____

Price Schedule for Goods Offered from Abroad

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ 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: _____

Price Schedule for Goods Offered from Within the Philippines

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page _____ of _____

[illegible]

Name: _____

Legal Capacity: _____

Signature: _____

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

Statement of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Address:

[illegible]

(Printed Name & Signature)

.....

64

Statement of Single Largest Completed Contract [SLCC] which is similar in nature

Business Address:

[illegible]

A. This statement shall be supported with end-user's acceptance or Official Receipt/s or Sales Invoice issued for the contract.

B. The bidders shall fill-up and submit this form for every item to be bid

Date:

9

Financial Document for Eligibility Check

Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

| | | Year 20_____ |
|----|---------------------------|--------------|
| 1. | Total Assets | |
| 2. | Current Assets | |
| 3. | Total Liabilities | |
| 4. | Current Liabilities | |
| 5. | Net Worth (1-3) | |
| 6. | Net Working Capital (2-4) | |

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

$NFCC = [(current\ asset - current\ liabilities) (15)]$ minus value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NFCC = P _____

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

Bid Securing Declaration Form

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

BID SECURING DECLARATION

Contract 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, 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 procurement 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 No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we 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; and
 - c. I am/we are declared the bidder with the Lowest Calculated 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 OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents 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;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[Insert Procuring Entity]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

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) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I 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]

Performance Securing Declaration (Revised)

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

