

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

24GLI0009 (PR No. 2024-03-006 dated 3/21/2024) -

Supply and Delivery of Fuel (Diesel) for Maintenance of National Roads and Bridges,
Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro.

Benigno S. Aquino, Jr. National Highway (S01432MN – K1585+000 – K1616+104
(intermittent Section)

Maharlika Highway (S01475MN) – K1377±201 – K1417+756 (Intermittent Section)

Montevista – Compostela – Mati Bdry. Road (S00135MN & S01477MN) – K1428+000 -
1485+666

K1486±307 – K1493+480 (Intermittent Section)

Nabunturan – Maragusan Road (S01476MN) – K1441±908 + K1474 +162 (Intermittent
Section)

Montevista – DNAS Road (S00130MN) - K1413±602 – K1432+966 (Intermittent Section)

**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	5
Section I. Invitation to Bid	8
Section II. Instructions to Bidders	9
1. Scope of Bid	10
2. Funding Information	10
3. Bidding Requirements	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	11
5. Eligible Bidders	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents.....	12
10. Documents comprising the Bid: Eligibility and Technical Components	12
11. Documents comprising the Bid: Financial Component.....	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids.....	14
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract.....	16
Section III. Bid Data Sheet.....	17
Section IV. General Conditions of Contract.....	20
1. Scope of Contract	21
2. Advance Payment and Terms of Payment.....	21
3. Performance Security	21
4. Inspection and Tests.....	21
5. Warranty.....	22
6. Liability of the Supplier.....	22
Section V. Special Conditions of Contract	0
Section VI. Schedule of Requirements	6
Section VII. Technical Specifications	7
Section VIII. Checklist of Technical and Financial Documents.....	9

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



**INVITATION TO BID
(Goods and Services)
No. 2024-003**

1. The *Department of Public Works and Highways, Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro*, through the *General Appropriation Act* intends to apply the sum of the Approved Budget for the Contract (ABC) to payments under the contract/s for the hereunder projects/s. Bids received in excess of the ABC shall be automatically rejected at bid opening.

1	Contract ID	: 24GLI0008 (PR No. 2024-03-002 dated 3/21/2024)
	Contract Name	: Supply and Delivery of Fuel, Additives, Lubricants and Anti-Corrosive, for use in the Office of the District Engineer, DPWH 2 nd DEO – Compostela, Davao de Oro
	Contract Location	: Davao de Oro
	Brief Description of Goods to be Procured	: Supreme 7000 Synthetic Plus SAE 15W-40, Moly Universal Gear Lube with Soluble Moly SAE 90 and Moly Universal Gear Lube with Soluble Moly SAE 140
	Approved Budget for the Contract (ABC)	: Php1,842,340.50
	Source of Funds	: EAO CY 2024
	Delivery Date of Goods	: 20 calendar days
	Cost of Bid Documents	: Php5,000.00
2	Contract ID	: 24GLI0009 (PR No. 2024-03-006 dated 3/21/2024)
	Contract Name	: Supply and Delivery of Fuel (Diesel) for Maintenance of National Roads and Bridges, Davao de Oro 2 nd District Engineering Office, Compostela, Davao de Oro. Benigno S. Aquino, Jr. National Highway (S01432MN – K1585+000 – K1616+104 (intermittent Section) Maharlika Highway (S01475MN) – K1377±201 – K1417+756 (Intermittent Section) Montevista – Compostela – Mati Bdry. Road (S00135MN & S01477MN) – K1428+000 - 1485+666 K1486±307 – K1493+480 (Intermittent Section) Nabunturan – Maragusan Road (S01476MN) – K1441±908 + K1474 +162 (Intermittent Section) Montevista – DNAS Road (S00130MN) -

**INVITATION TO BID
(Goods and Services)
No. 2024-003**

Page 2 of 4

		K1413±602 – K1432+966 (Intermittent Section)
Contract Location	:	Davao de Oro
Brief Description of Goods to be Procured	:	Fuel (Diesel)
Approved Budget for the Contract (ABC)	:	Php5,999,691.60
Source of Funds	:	Routine Maintenance CY 2024
Delivery Date of Goods	:	20 calendar days
Cost of Bid Documents	:	Php10,000.00

2. The *Department of Public Works and Highways, Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro* now invites sealed bids from eligible Suppliers/Dealers/Manufacturers/Distributors/ Contractors to apply the bid for the above project. Bidders should have completed a project similar to the project to be procured. 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 nondiscretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizen of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act. 138.

4. Interested bidders may obtain further information from *Department of Public Works and Highways, Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro* and inspect the Bidding Documents at the address given below during **8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be purchased by interested Bidders on **March 27, 2024 to April 16, 2024** from the address below and upon payment of an applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php5,000.00 to Php10,000.00**. The Bidding Documents shall be received personally by the prospective Bidder or his authorized representative.

It may also be downloaded free of charge from the website of the Philippine *Government Electronic Procurement System (PhilGEPS)* and DPWH website **www.dpwh.gov.ph**, provided that Bidders shall pay an applicable fee for the Bidding Documents not later than the submission of their bids.

6. The *DPWH, Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro* will hold a **Pre-Bid Conference** on **April 3, 2024, 10:00 A.M.** at the Conference Room, 2nd Floor, *DPWH Davao de Oro District Engineering Office, Nabunturan, Davao de Oro*, which shall be open to all interested parties who have purchased the Bidding Documents.

**INVITATION TO BID
(Goods and Services)
No. 2024-003**

Page 3 of 4

7. Bids must be delivered to the address below on or before **April 16, 2024, 9:00 A.M.**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid ***Opening*** shall be on **April 16, 2024, 10:00 A.M.**, at the *Conference Room, 2nd Floor, DPWH Davao de Oro District Engineering Office, Nabunturan, Davao de Oro*. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

The schedule of key procurement activities for this Contract is shown below:

ACTIVITY	TIME	PLACE
Issuance/Downloading of Bidding Documents	March 27, 2024 to April 16, 2024	DPWH, Davao de Oro District Engineering Office, Nabunturan, Davao de Oro Downloadable from DPWH website www.dpwh.gov.ph and Phil-GEPs website www.philgeps.gov.ph
Pre – Bid Conference	April 3, 2024 at 10:00 A.M.	DPWH, Davao de Oro 1 st District Engineering Office, Nabunturan, Davao de Oro
Receipt by the BAC of Bids	April 16, 2024 at 9:00 A.M.	BAC Office, Ground Floor, DPWH, Davao de Oro District Engineering Office, Nabunturan, Davao de Oro
Opening of Bids	April 16, 2024 at 10:00 A.M.	DPWH, Davao de Oro 1 st District Engineering Office, Nabunturan, Davao de Oro

9. Bidders must submit one (1) envelope containing three (3) envelopes, 1st envelope contains Original Technical and Financial component of the bid. 2nd envelope contains copy 1 Technical and Financial component of the bid. 3rd envelope contains Copy 2 Technical and Financial Component of the bid. Copy 1 and Copy 2 must be duly certified true copy. Bidders are also urged to only fasten the documents at the topmost portion, instead of hard or soft binding them. Each document should be ear tagged appropriately. The entries of the original copy of the Bill of Quantities (BOQ) shall be handwritten and be limited to two (2) decimal places only and shall be signed by the duly authorized representative.

The BAC in Strict Application of R.A. 9184 in the Conduct of Post-Qualification of Bidders under Dept. Order No. 127 dated August 16, 2018. The Implementing Offices are hereby directed to include in the Invitation to Bid that if at the time of the post-qualification procedure, the BAC verifies that any of the deficiencies is due to the contractor's fault or negligence pursuant to 34.3(b)(ii)(c) of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (2016 RIRR of RA 9184), the Procuring Entity shall disqualify the contractor from the award without any right to reimburse fees and incidental cost paid for the procurement of infrastructure contract subject of the Bid.

If the ground for post-disqualification is based on above requirements, the concerned BAC shall issue a Notice of Post-Disqualification to the bidder with a statement that the Department of Public Works and Highways shall not qualify your bid for any of its Projects until and/or unless

the reason for your post-disqualification was already cleared by the concerned Implementing Office. Upon presentation of required documentary evidence, the concerned Implementing Office shall issue a certification if the contractor has already eliminated the negative slippages and other deficiencies. However, noting herein shall delay the procurement process of the concerned Implementing Office in accordance with periods provided under 2016 RIRR of RA 9184.

10. The *Department of Public Works and Highways, Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro* reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

EDWIN T. PASCUAL, JR.

Head, Procurement Unit
DPWH, Davao de Oro 2nd District Engineering Office,
Compostela, Davao de Oro
0970-167-7973
procurementbac2nddeo@gmail.com



EDWIN L. JACOB

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Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *Department of Public Works and Highways, Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro* office wishes to receive Bids for the Supply and Delivery of Fuel (Diesel) for Maintenance of National Roads and Bridges, Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro. Benigno S. Aquino, Jr. National Highway (S01432MN – K1585+000 – K1616+104 (intermittent Section) Maharlika Highway (S01475MN) – K1377±201 – K1417+756 (Intermittent Section) Montevista – Compostela – Mati Bdry. Road (S00135MN & S01477MN) – K1428+000 -1485+666 K1486±307 – K1493+480 (Intermittent Section) Nabunturan – Maragusan Road (S01476MN) – K1441±908 + K1474 +162 (Intermittent Section) Montevista – DNAS Road (S00130MN) - K1413±602 – K1432+966 (Intermittent Section) with identification number **24GLI0009** (PR No. 2024-03-006 dated 3/21/2024).

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

The Procurement Project (referred to herein as "Project") is composed of **One (1) item** 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 **Routine Maintenance CY 2024** in the amount of **Php5,999,691.60**

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- a. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *DPWH, Davao de Oro 1st District Engineering Office, Nabunturan, Davao de Oro*.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention,

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

11. Documents comprising the Bid: Financial Component

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

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

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **120 days upon deadline of submission**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Bidders must submit one (1) envelope containing three (3) envelopes, 1st envelope contains Original Technical and Financial component of the bid. 2nd envelope contains copy 1 Technical and Financial component of the bid. 3rd envelope contains Copy 2 Technical and Financial Component of the bid. Copy 1 and Copy 2 must be duly certified true copy. Bidders are also urged to only fasten the documents at the topmost portion, instead of hard or soft binding them. Each document should be ear tagged appropriately. The entries of the original copy of the Bill of Quantities (BOQ) shall be handwritten and be limited to two (2) decimal places only and shall be signed by the duly authorized representative.

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

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 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 8 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC

must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 1 - One Project having several items, which shall be awarded as separate contracts per item.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
	The procuring entity is the Department of Public Works and Highways Davao de Oro 2 nd District Engineering Office, Compostela, Davao de Oro thru the Bids and Awards Committee (BAC)
1	The name of the contract is Supply and Delivery of Fuel (Diesel) for Maintenance of National Roads and Bridges, Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro. Benigno S. Aquino, Jr. National Highway (S01432MN – K1585+000 – K1616+104 (intermittent Section) Maharlika Highway (S01475MN) – K1377±201 – K1417+756 (Intermittent Section) Montevista – Compostela – Mati Bdry. Road (S00135MN & S01477MN) – K1428+000 -1485+666 K1486±307 – K1493+480 (Intermittent Section) Nabunturan – Maragusan Road (S01476MN) – K1441±908 + K1474 +162 (Intermittent Section) Montevista – DNAS Road (S00130MN) - K1413±602 – K1432+966 (Intermittent Section) <i>The identification number of the contract is 24GLI0009 (PR No. 2024-03-006 dated 3/21/2024)</i> The project is composed of One(1) item, the detail of which is described in Section VII (Technical Specifications)
5.3	For this purpose, contracts similar to the Project shall be: a. Supply and Delivery of Fuel (Diesel) for Maintenance of National Roads and Bridges b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
12	The price of the Goods shall be quoted DDP Department of Public Works and Highways Davao de Oro 2 nd District Engineering Office, Compostela, Davao de Oro or the applicable International Commercial Terms (INCOTERMS) for this Project.

14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than Php119,993.83(2%) of ABC, 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 Php299,984.58(5%) of ABC, if bid security is in Surety Bond.
15	Bidders must submit one (1) envelope containing three (3) envelopes, 1st envelope contains Original Technical and Financial component of the bid. 2nd envelope contains copy 1 Technical and Financial component of the bid. 3rd envelope contains Copy 2 Technical and Financial Component of the bid. Copy 1 and Copy 2 must be duly certified true copy. The entries of the original copy of the Bill of Quantities (BOQ) shall be handwritten and be limited to two (2) decimal places only and shall be signed by the duly authorized representative. The BAC in Strict Application of R.A. 9184 in the Conduct of Post-Qualification of Bidders under Dept. Order No. 127 dated August 16, 2018. The Implementing Offices are hereby directed to include in the Invitation to Bid that if at the time of the post-qualification procedure, the BAC verifies that any of the deficiencies is due to the contractor's fault or negligence pursuant to 34.3(b)(ii)(c) of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (2016 RIRR of RA 9184), the Procuring Entity shall disqualify the contractor from the award without any right to reimburse fees and incidental cost paid for the procurement of infrastructure contract subject of the Bid. If the ground for post-disqualification is based on above requirements, the concerned BAC shall issue a Notice of Post-Disqualification to the bidder with a statement that the Department of Public Works and Highways shall not qualify your bid for any of its Projects until and/or unless the reason for your post-disqualification was already cleared by the concerned Implementing Office. Upon presentation of required documentary evidence, the concerned Implementing Office shall issue a certification if the contractor has already eliminated the negative slippages and other deficiencies. However, noting herein shall delay the procurement process of the concerned Implementing Office in accordance with periods provided under 2016 RIRR of RA 9184.
16.1	The address for submission of bids is <i>DPWH 1st District Engineering Office, Compostela, Davao de Oro</i> the deadline for submission of bids is April 16, 2024 @ 09:00AM.
17.1	The place of bid opening is at DPWH, Davao de Oro 1st District Engineering Office, Nabunturan, Davao de Oro. The date and time of bid opening is April 16, 2024 at 10:00AM.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

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	The Procuring Entity is <i>Department of Public Works and Highways, Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro</i>
	The Funding Source is the Government of the Philippines (GOP) through Regular Maintenance CY 2024 in the amount of Php5,999,691.60. The Project site: <i>Department of Public Works and Highways, Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro</i> The Project site are defined in Section VI. Schedule of Requirements: The procuring Entity's address for Notice is: <i>Department of Public Works and Highways, Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro</i> Attention: EDWIN L. JACOB BAC Chairperson Delivery and Documents – 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: "The delivery terms applicable to this Contract are delivered <i>Department of Public Works and Highways, Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro</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." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>Eng. Jeffrey C. Samon</i>. Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i>

	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 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. f. <i>[Specify additional incidental service requirements, as needed.]</i>
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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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - 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.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

	Packaging – 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. 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. The outer packaging must be clearly marked on at least four (4) sides as follows: 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
	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. Transportation – 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. 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.

	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. 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. Intellectual Property Rights – 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.
2.2	N/A
4	The inspections and tests that will be conducted are: N/A

Section VI. Schedule of Requirements

Department of Public Works and Highways

Purchase Request No.: 24GLI0009 (PR No. 2024-03-006 dated 3/21/2024)
Project Name: Supply and Delivery of Fuel (Diesel) for Maintenance of National Roads and Bridges, Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro.
Benigno S. Aquino, Jr. National Highway (S01432MN – K1585+000 – K1616+104 (intermittent Section)
Maharlika Highway (S01475MN) – K1377±201 – K1417+756 (Intermittent Section)
Montevista – Compostela – Mati Bdry. Road (S00135MN & S01477MN) – K1428+000 -1485+666
K1486±307 – K1493+480 (Intermittent Section)
Nabunturan – Maragusan Road (S01476MN) – K1441±908 + K1474 +162 (Intermittent Section)
Montevista – DNAS Road (S00130MN) - K1413±602 – K1432+966 (Intermittent Section)

Location of the Project: Compostela, Davao De Oro

DELIVERY 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 No.	Description	Qty	Unit	Delivered, Weeks/Months
1	FUEL, ADDITIVES, LUBRICANTS AND ANTI-CORROSIVE Fuel (Diesel) xxxx nothing follows xxxx	93,672	ltrs	20 CD

(Signature Over Printed Name of Authorized Representative)

(Designation)

PR No. 24GLI0009 - The Schedule of Requirements shall indicate the delivery date of the goods and services to the project site expressed as weeks/months and shall be consistent with the dates specified in the Bidding Documents.

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.

Department of Public Works and Highways

Purchase Request No.: 24GLI0009 (PR No. 2024-03-006 dated 3/21/2024)
Project Name: Supply and Delivery of Fuel (Diesel) for Maintenance of National Roads and Bridges, Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro.
Benigno S. Aquino, Jr. National Highway (S01432MN – K1585+000 – K1616+104 (intermittent Section)
Maharlika Highway (S01475MN) – K1377±201 – K1417+756 (Intermittent Section)
Montevista – Compostela – Mati Bdry. Road (S00135MN & S01477MN) – K1428+000 -1485+666
K1486±307 – K1493+480 (Intermittent Section)
Nabunturan – Maragusan Road (S01476MN) – K1441±908 + K1474 +162 (Intermittent Section)
Montevista – DNAS Road (S00130MN) - K1413±602 – K1432+966 (Intermittent Section)

Location of the Project: Compostela, Davao De Oro

Technical Specifications Proposal

Item / Lot No.	DPWH Specification	Bidder's Specification/Statement of Compliance (Specify Brand Name of Offered Product/s)
1	FUEL, ADDITIVES, LUBRICANTS AND ANTI-CORROSIVE Fuel (Diesel) xxxx nothing follows xxxx	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 Bidders 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 provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

(Name of Bidder)

(Signature Over Printed Name of Authorized Representative)

(Designation)

DPWH-G&S-16: The Technical Specifications Proposal shall contain the minimum requirements or specifications to meet the needs of the DPWH. The bidder must state his/her own specifications and statement of compliance specifying the brand name of the offered product/s and supported by evidence 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.

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

The **Eligibility Component** shall contain the following:

1. **Certification** in lieu of Class "A" Documents.

Note: This document certifies that the Class "A" Documents are complete, current and updated. Presence of this document shall forego the checking of Class "A" Documents

OR all requirements listed under Class "A" and "B" Documents

2. CLASS "A" DOCUMENTS

1. Registration Certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, CDA for cooperatives, or any proof of such registration as stated in the Bidding Documents
2. Valid and current Mayor's permit/municipal license issued by the city or municipality where the principal place of business of the prospective bidder is located
3. Statement of ongoing and similar completed government and private contracts within the period specified in the ITB, including contract awarded but not yet started, if any, the statement shall include, for each contract, the following:
 - a. Name of the Contract
 - b. Date and Status of the Contract
 - c. Kind of Goods Sold
 - d. Amount of Contract and Value of Outstanding Contracts
 - e. Date of Delivery
 - f. End-User Acceptance, if completed
4. The prospective bidder's audited financial statements, showing among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission
5. Income Tax Return of the preceding year filed and paid thru the BIR Electronic Filing and Paid thru the BIR Electronic Filing and Payment System (EFPS)
6. Net Financial Contracting Capacity (NFCC) at least equal to the ABC.
7. Tax Clearance per Executive Order No. 398 series of 2005, as finally reviewed and approved by the BIR.
8. Phil-GEPS (Platinum Membership)

3. CLASS "B" DOCUMENTS

1. Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, a duly notarized statement from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA if the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the Bid security. Each partner of the joint venture shall submit the legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance.

The Technical Component shall contain the following:

1. Bid Security in accordance with ITB Clause 14, a Bid Securing Declaration or any of the following:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank; or	Two percent (2%)
b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; or	
c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; or	Five percent (5%)
d. Any combination of the foregoing forms; or	Proportionate to share of form with respect to total amount of security

2. Conformity with Technical Specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents
 - a. Production/Delivery Schedule
 - b. Technical Specifications
 - c. Warranty Certificate
 - d. Certification of Site Inspection
3. Omnibus Sworn Statement

CHECKLIST OF FINANCIAL COMPONENT FOR BIDDERS

The Financial Component shall contain the following:

1. Duly signed Bid Prices in the Bill of Quantities for procurement of Goods, or
Scope of Work for procurement of Services
 2. Recurring or maintenance costs, if applicable
-

NOTE: *All documents to be submitted by the prospective bidders shall be on A4 size bond paper with label.*

Department of Public Works and Highways

Purchase Request No.: 24GLI0009 (PR No. 2024-03-006 dated 3/21/2024)

Project Name: Supply and Delivery of Fuel (Diesel) for Maintenance of National Roads and Bridges, Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro.
Benigno S. Aquino, Jr. National Highway (S01432MN – K1585+000 – K1616+104 (intermittent Section)
Maharlika Highway (S01475MN) – K1377±201 – K1417+756 (Intermittent Section)
Montevista – Compostela – Mati Bdry. Road (S00135MN & S01477MN) – K1428+000 -1485+666
K1486±307 – K1493+480 (Intermittent Section)
Nabunturan – Maragusan Road (S01476MN) – K1441±908 + K1474 +162 (Intermittent Section)
Montevista – DNAS Road (S00130MN) - K1413±602 – K1432+966 (Intermittent Section)

Location of the Project: Compostela, Davao De Oro

**BILL OF QUANTITIES
WITH BID PRICES**

Item No.	Description	Unit	Quantity	Unit Bid Price (Peso)	Total Bid (Peso)
Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
1	FUEL, ADDITIVES, LUBRICANTS AND ANTI-CORROSIVE	ltrs	93,672		
	Fuel (Diesel)				
	xxxx nothing follows xxxx				
(In Words):			TOTAL AMOUNT:		

Bid Validity: _____

Name and Signature of Bidder: _____

Address: _____

Telephone/Mobile No. _____

Name of Representative: _____

Signature of Representative: _____

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

Department of Public Works and Highways (DPWH)

Purchase Request No: **24GLI0009** (PR No. 2024-03-006 dated 3/21/2024)
Supply and Delivery of Fuel (Diesel) for Maintenance of National Roads and Bridges, Davao de Oro 2nd District Engineering Office, Compostela, Davao de Oro.
Benigno S. Aquino, Jr. National Highway (S01432MN – K1585+000 – K1616+104 (intermittent Section)
Maharlika Highway (S01475MN) – K1377±201 – K1417+756
(Intermittent Section)
Contract Name: Montevista – Compostela – Mati Bdry. Road (S00135MN & S01477MN) – K1428+000 -1485+666
K1486±307 – K1493+480 (Intermittent Section)
Nabunturan – Maragusan Road (S01476MN) – K1441±908 + K1474 +162 (Intermittent Section)
Montevista – DNAS Road (S00130MN) - K1413±602 – K1432+966
(Intermittent Section)
Location: Compostela, Davao de Oro

Bid Form

Date: _____
Invitation to Bid² N^o: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the attached Bill of Quantities with Unit Bid Price and Total Bid Price for each item (Form DPWH-G&S-20).

We undertake, if our Bid is accepted, to deliver the goods in accordance with the Delivery Schedule Requirement (Form DPWH-G&S-17).

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in the [BDS](#) provision for ITB Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

² If ADB, JICA and WB funded projects, use IFB.

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:³

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

(if none, state "None")

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

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

³ Applicable only if the Funding Source is the ADB, JICA or WB.

Republic of the Philippines



Government Procurement Policy Board